Iron Workers International
Reciprocal Health and Welfare Agreement
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This Iron Workers International Reciprocal Health and Welfare Agreement for Iron Worker Health and Welfare Funds (hereinafter called "Agreement") is made and entered into by and among the Boards of Trustees of the signatory Health and Welfare Funds which provide health and welfare benefits to employees represented for the purpose of collective bargaining by one or more Local Unions or District Councils affiliated with the International Association of Bridge, Structural and Ornamental Iron Workers.

The Effective Date of this Agreement shall be, for each signatory Health and Welfare Fund, the date set forth as the "Effective Date" on the signature page used by the Fund to become a party to this Agreement and such Effective Date shall have the significance set forth hereinafter.

The persons who sign this Agreement shall be one Employer and one Union Trustee of the Health and Welfare Fund on whose behalf they sign and who are duly authorized to execute this Agreement for the Health and Welfare Fund they represent (hereinafter called individually and collectively the "Trustees").
WITNESSETH:

WHEREAS, the Trustees of each signatory Health and Welfare Fund acting under separate Trust Agreements are authorized and empowered to grant and administer health, welfare and insurance benefits, under their respective Health and Welfare Plans to employees who are and have been represented in collective bargaining by Local Unions or District Councils affiliated with the International Association of Bridge, Structural and Ornamental Iron Workers; and

WHEREAS, because of the mobility of employees and employers, many employees have been, are or may be working in the jurisdiction of several different Iron Workers Health and Welfare Funds during their working lifetimes; and

WHEREAS, many employees whose employment has been, is or may be divided among employers obligated to contribute to more than one of the signatory Health and Welfare Funds may not be eligible for any benefits from any one signatory Health and Welfare Fund; and

WHEREAS, the Board of Trustees of each signatory Health and Welfare Fund desires to provide benefits for employees who would be ineligible for benefits from any signatory Health and Welfare Fund because their covered employment has been divided between employers making contributions to two or more such Health and Welfare Funds; and

WHEREAS, many Iron Workers Health and Welfare Funds have in effect reciprocity agreements requiring either point-of-claim or the transfer of contributions or both, and that this Agreement must take into account those two basic forms of reciprocity; and

WHEREAS, it is in the interest of all signatory Health and Welfare Funds and all employees to standardize the reciprocity agreements among such Health and Welfare Funds; and

WHEREAS, each signatory Health and Welfare Fund is qualified as tax exempt under the appropriate provision of the Internal Revenue Service, and currently operating in such a manner as to continue to be entitled to exemption; and

WHEREAS, the Board of Trustees of each signatory Health and Welfare Fund has adopted an amendment to its Health and Welfare Plan governing eligibility for benefits in one or more of the forms annexed as Exhibit A and Exhibit B (all signatory Health and Welfare Funds must sign Exhibit A providing for Point-of-Claim; they may also elect to sign Exhibit B which provides that a signatory Fund will transfer money to other signatory Funds which have also adopted Exhibit B); and

WHEREAS, the Board of Trustees of each signatory Health and Welfare Fund desires to provide for the implementation of the amendments adopted pursuant to this Agreement and the establishment of uniform procedures to carry out the terms of this Agreement; and

WHEREAS, the Trustees of each signatory Health and Welfare Fund executing this Agreement on behalf of their respective Health and Welfare Funds represent and warrant that they have been duly authorized to make, execute and deliver this Agreement;
NOW THEREFORE, in consideration of the mutual promises made between and among the Boards of Trustees of the signatory Health and Welfare Funds, it is mutually understood and agreed as follows:

Section 1. Forms of Reciprocity—The Board of Trustees of each signatory Health and Welfare Fund must amend its Health and Welfare Plan to incorporate the Article attached hereto as Exhibit “A”. Exhibit “A” provides for point-of-claim benefits based on service credited with two or more signatory Health and Welfare Funds.

The Board of Trustees of any signatory Health and Welfare Fund may, in addition to adopting Exhibit “A”, elect to amend its Health and Welfare Plan to incorporate the Article attached hereto as Exhibit “B”; such election to be indicated on the signature page of this Agreement. As between two signatory Health and Welfare Funds which have both adopted Exhibit “B” as well as Exhibit “A”, Exhibit “B” shall govern. As between two signatory Health and Welfare Funds only one of which has adopted Exhibit “B” as well as Exhibit “A”, Exhibit “A” shall govern.

Section 2. Recognition—Each signatory Health and Welfare Fund, for the period it is bound by this Agreement, recognizes each other signatory Health and Welfare Fund as a “Cooperating Fund” to the extent that such Fund has adopted one or more of the Articles attached hereto as Exhibit A and Exhibit B.

Section 3. Cooperation—The effective administration of this Agreement requires that each signatory Fund exchange information with respect to the credited service of persons covered by such Fund, the status of eligibility paid from time to time by such Fund and the details of the Plan of Benefits provided by such Fund. The Trustees of each signatory Health and Welfare Fund agree to cooperate in the exchange of relevant information and documents to permit implementation of the provisions in the attached Exhibit A and Exhibit B. Each signatory Health and Welfare Fund shall comply promptly with a reasonable written request of another signatory Health and Welfare Fund for information or data necessary to carry out the purposes of this Agreement.

Section 4. No Change in Exhibit A or Exhibit B—The Board of Trustees of each signatory Health and Welfare Fund agrees that no change shall be made in the provisions of the attached Exhibit A or Exhibit B, either by change of language or by any modification of the benefit plan which would have the effect of changing the provisions of Exhibit A or Exhibit B. It is further agreed that the only way a signatory Health and Welfare Fund can terminate the operation of the provisions of Exhibit A or Exhibit B is to follow the “termination” provisions set forth in Section 8 of this Agreement.

Section 5. Effective Date—The date this Agreement becomes operative as to any signatory Health and Welfare Fund shall be the date shown as the “Effective Date” on the signature page. The date this Agreement becomes operative between any two signatory Health and Welfare Funds shall be the Effective Date of each such Cooperating Fund if they are the same Effective Date or the later of the two Effective Dates if they are not the same.
Section 6. Duration of Agreement—This Agreement shall first be operative when at least two Health and Welfare Funds become signatories and shall continue to be operative so long as two or more Health and Welfare Funds continue as signatories.

Section 7. Central Filing of Agreements—Within ten days from the date of execution of this Agreement, each Health and Welfare Fund which becomes a signatory shall file a signed copy of the Agreement and the attached Exhibit A and, if adopted, Exhibit B with the:

International Association of Bridge, Structural and Ornamental Iron Workers
1750 New York Avenue, N.W.
Washington, D.C. 20006

Section 8. Termination—The Board of Trustees of any signatory Health and Welfare Fund may terminate such Cooperating Fund’s participation in this Agreement upon 365 days written notice in advance of the date of such termination provided that written notice complies with the following:

(a) It states the effective date of termination of participation in the Agreement which date shall not be earlier than 365 days following the date of mailing of such written notice; and

(b) A copy is sent by certified mail addressed to the:

International Association of Bridge, Structural and Ornamental Iron Workers
1750 New York Avenue, N.W.
Washington, D.C. 20006

(c) It is signed by one Union Trustee and one Employer Trustee who are duly authorized to execute the notice of termination.

It is agreed that once a signatory Health and Welfare Fund has terminated its participation in this Agreement it may not thereafter become a party to this Agreement unless written consent is received from all Cooperating Funds participating as a signatory Health and Welfare Fund at the time such Health and Welfare Fund may wish to re-participate.

Section 9. Publication—The International Association of Bridge, Structural and Ornamental Iron Workers will cause to be published periodically, but at least annually, a list of all Health and Welfare Funds which have filed with it an executed copy of this Agreement (designating those which have adopted Exhibit B as well as Exhibit A) and of those Funds which have filed a notice of termination of their participation in this Agreement.

Section 10. Arbitration—In the event of any dispute, controversy or claim between signatory Health and Welfare Funds arising out of or relating to the interpretation, application or operation of this Agreement which the Funds cannot informally resolve, it shall first be referred to an advisory board,
appointed by the General President of the International Association of Bridge, Structural and Ornamental Iron Workers, which shall attempt to facilitate a voluntary settlement. Failing a voluntary settlement, the matter shall be resolved by arbitration. The Board of Trustees of any signatory Health and Welfare Fund involved in such a dispute, controversy or claim may, after ninety (90) calendar days advance written notice of the dispute, controversy or claim to the other Fund(s) involved, demand arbitration of the issues. If the Boards of Trustees of the Health and Welfare Funds involved cannot agree upon an arbitrator or a procedure for selection of an arbitrator within thirty (30) calendar days after the demand for arbitration has been issued, the Board of Trustees of any of the involved Funds may petition the senior judge of the United States District Court for the District in which the Fund is administered for the appointment of an arbitrator. A Fund party to the dispute, controversy or claim which is administered in Canada may, subject to the same notice and demand prerequisites, petition the Chairman of the Canada Labor Board, the Chief Justice of the Queen's Bench for the Dominion of Canada, or the Chief Justice of the Supreme Court of the Province or Territory in which the Fund is administered for the appointment of an arbitrator. The award of the arbitrator shall be final and binding on all Funds party to the arbitration, and the cost of such arbitration shall be borne equally between or among the Funds party to the arbitration.

All notices and demands required by this section shall be sent by certified mail, and shall set forth the nature of the dispute, controversy or claim.

Section 11. Separate Liability.

(a) It is expressly understood and agreed that none of the signatory Health and Welfare Funds assumes any of the liabilities or obligations of any of the other signatory Health and Welfare Funds or parties to this Agreement. Each signatory Health and Welfare Fund shall be liable solely and exclusively for benefits due under its own plan, and no signatory Health and Welfare Fund shall be liable for the acts or omissions of any other Health and Welfare Fund and/or of the Board of Trustees of any other Health and Welfare Fund.

(b) The Board of Trustees of each signatory Health and Welfare Fund shall be fully protected in acting upon any instrument, certificate, report or paper believed by them to be genuine, and the Board of Trustees of each signatory Cooperating Fund shall be under no duty to make any investigation or inquiry as to any statement in any such writing, or as to the authority of the person making such statement, but may accept the same as conclusive evidence of the accuracy of the statement contained therein and the authority to make it.

Section 12. Miscellaneous.

(a) Except as herein expressly provided, this Agreement may not be modified, varied, or altered except in writing executed by all of the then participating signatory Health and Welfare Funds.

(b) This Agreement shall be construed and enforced according to the laws of the District of Columbia or the laws of the Dominion of Canada, or its Provinces or Territories, whichever is applicable, and the Board of Trustees of the signatory Health and Welfare Funds
shall be liable to account with respect to this Agreement, and any rights and duties thereunder, in any court of competent jurisdiction.

(c) For those International Association of Bridge, Structural and Ornamental Iron Workers Health and Welfare Funds now covered by existing agreements among themselves or with each other, they may continue to utilize and maintain the existing agreements under which they are covered. This Agreement shall not supersede or exclude existing agreements among Cooperating Funds, unless the Cooperating Funds covered under their own agreement mutually agree to discontinue their agreement and wish to be covered exclusively under this Agreement. (Such Agreements and Funds which are signatories thereto are to be listed on the signature page which follows.)

(d) Neither the International Association of Bridge, Structural and Ornamental Iron Workers nor its officers, employees or agents shall in any way be responsible or liable for the payment of benefits, the transfer of monies, the accuracy of reports, or for any acts and omissions of any signatory Health and Welfare Fund; nor shall they have any financial or legal liability with regard to transactions between Funds pursuant to this Agreement or the administration of this Agreement.
IN WITNESS WHEREOF the undersigned Health and Welfare Fund by the signatures of its duly authorized Trustees hereby becomes a party to the attached Agreement and agrees to be bound by its terms and provisions. It is understood that each Health and Welfare Fund which becomes or is a signatory to this Agreement is entering into this Agreement with each other signatory Health and Welfare Fund. The Effective Date for the following Health and Welfare Fund shall be

_______________________, 19___

Check one:

This Fund has adopted Exhibit A only  □

Exhibit A and B  □

Note: Exhibit A must be adopted by all Funds and provides for Point-of-Claim reciprocity.

Exhibit B should only be adopted by Funds that want to transfer contributions to other Funds which have adopted Exhibit B.

Union Trustee

Employer Trustee

__________________________

__________________________

COMPLETE BELOW IF APPLICABLE

It is understood and agreed that the above Agreement shall not make void, change or replace a prior agreement entered into by the above signatory Health and Welfare Fund with the following Health and Welfare Fund(s):

__________________________

__________________________

__________________________

Signature of Authorized Trustee

Signature of Authorized Trustee
EXHIBIT “A”

Article 1. Point-of-Claim Reciprocity

Section 1. Purpose—Eligibility is continued for health, welfare and insurance benefits under this Agreement for Employees who would otherwise lose eligibility for health, welfare and insurance benefits because their employment is divided between Local Union jurisdictions and in some cases such Employees may not have sufficient hours of contributions in one Fund to be eligible for benefits because of the division of hours and contributions among such Funds.

Section 2. Definitions—

(a) "Employee" shall mean any employee on whose behalf payments are required to be made to a Cooperating Fund by an Employer pursuant to a collective bargaining agreement or other written agreement with a Local Union or District Council of the International Association of Bridge, Structural and Ornamental Iron Workers.

(b) "Employer" shall mean any employer signatory to a collective bargaining agreement or other written agreement providing for contributions to a Cooperating Fund.

(c) "Cooperating Fund" shall mean any Health, Welfare or Insurance Fund which by resolution of the Board of Trustees, has approved participation in and executed the Iron Workers International Health and Welfare Reciprocal Agreement.

(d) "Home Fund", each Employee who has Employer contributions made on his behalf to one or more of the Cooperating Funds shall have a determined Home Fund. In the absence of evidence substantiating a claim to the contrary, the following rules shall be used in determining an Employee's Home Fund:

1. If the Employee is a member of a local union and he has established eligibility in a Health and Welfare Fund in which his local union participates, that Fund shall be his Home Fund.

2. If an Employee is not a member of a local union or if he has not established eligibility in a Health and Welfare Fund, his Home Fund shall be that Cooperating Fund which has received the largest amount of contributions on his behalf in the preceding twelve month period.

Section 3. Transfer of Contributions—

(a) Employment in Other Than Home Fund Jurisdiction—If an Employee is working in the jurisdiction of a Cooperating Fund other than his Home Fund, and he is not eligible for benefits from that Cooperating Fund, he shall continue to file all claims incurred with his Home Fund for so long as he remains eligible in his Home Fund. If he is not eligible in his Home Fund, but is eligible in another Cooperating Fund, such claim shall be filed with that Cooperating Fund. If the Employee is not eligible in any Cooperating Fund, then the
claim shall be filed with his Home Fund which shall contact the other Cooperating Funds in whose jurisdiction the Employee worked to determine if a transfer of contributions will reinstate the Employee's eligibility in his Home Fund at the time the claim was incurred. If such a transfer will make the Employee so eligible in his Home Fund the contributions shall be transferred in accordance with the following paragraph (b).

(b) Transfer of Contributions to Home Fund—

(1) Upon a request by a Home Fund to another Cooperating Fund in whose jurisdiction an Employee has worked, the Cooperating Fund shall, subject to the conditions of Section 3(a) of this Article, transfer all Employer contributions made on Employee's behalf back to his Home Fund. The amount of contributions transferred shall be based on all of the Employee's hours of work up to and including the month in which the claim was incurred during the eligibility period set forth in the Home Fund's Plan. Such hours shall be multiplied by the contribution rate of the transferring Cooperating Fund. Upon transfer of hours and contributions, such hours transferred shall not be used for determining future eligibility for the Employee under the Cooperating Fund's rules.

(2) Hours and contributions shall first be transferred from the Cooperating Fund in whose jurisdiction the Employee was working when the claim was incurred. If those hours and contributions do not result in establishing the Employee’s eligibility on the basis of hours, then contributions shall be transferred from all other Cooperating Funds in reverse order of employment until such eligibility is established within the Home Fund’s eligibility period.

(3) Upon the transfer of contributions by a Cooperating Fund in connection with an Employee’s claim, the hours represented by such contributions transferred shall not be included in a determination of eligibility for benefits for that Employee under that Cooperating Fund’s rules. However, subsequent hours worked, but not transferred, in the jurisdiction of the Cooperating Fund shall be used in the determination of such an Employee’s eligibility for benefits.

Section 4. Designation of New Home Fund—If an Employee changes his membership from one Local Union to another Local Union, his Home Fund shall be the Health, Welfare or Insurance Fund in the jurisdiction of his new Local Union. Claims incurred by such an Employee shall be filed with his new Home Fund if he is eligible under the new Home Fund. If he is not eligible in his new Home Fund, but is eligible in his prior Home Fund, such claims shall be filed with his prior Home Fund. If he is not eligible in either his new Home Fund or the prior Home Fund, but would be eligible in the new Home Fund if contributions were transferred from his prior Home Fund, the contributions shall be transferred in accordance with Section 5 to the new Home Fund as designated.

Section 5. Transfer of Contributions to New Home Fund—Upon a request from a new Home Fund to a prior Home Fund, the prior Home Fund shall transfer employer contributions made on the Em-
ployee's behalf to the new Home Fund. The amount of contributions transferred shall be based on the Employee's actual hours of work during the period that will establish his eligibility in the new Home Fund for the claim he has incurred. However, such hours shall be limited to those worked after the date on which such Employee lost eligibility in his prior Home Fund. In any event, such hours shall not include hours which an Employee may have to his credit in any "hours bank" arrangement. Such hours shall be multiplied by the contribution rate to be transferred.

Section 6. Information To Be Transferred — The transfer of hours and contributions specified in Sections 3 or 5 shall be made within thirty (30) days of the date requested by the Home Fund or the new Home Fund.

Section 7. Effective Date — This Article and the point-of-claim reciprocity between Cooperating Funds, shall be effective no earlier than for purposes of contribution transfer.
EXHIBIT “B”

Article — Transfer of Contributions—Money-Follows-The-Man

Section 1. Purpose—Eligibility is continued for health, welfare and insurance benefits under this Article for Employees who would otherwise lose eligibility for health, welfare and insurance benefits because their employment is divided between Local Union jurisdictions and in some cases such Employees may not have sufficient hours of contributions in one Fund to be eligible for benefits because of the division of hours and contributions among such Funds. The provisions of this Article are operative only if both the Point-of-Claim and Transfer of Contributions Exhibits of the Iron Workers International Reciprocal Health and Welfare Agreement have been adopted by the signatory Funds in the jurisdiction the Employee works.

Section 2. Definitions—

(a) “Employee” shall mean any employee on whose behalf payments are required to be made to a Cooperating Fund by an Employer pursuant to a collective bargaining agreement or other written agreement with a Local Union or District Council of the International Association of Bridge, Structural and Ornamental Iron Workers.

(b) “Employer” shall mean any employer signatory to a collective bargaining agreement or other written agreement providing for contributions to a Cooperating Fund.

(c) “Cooperating Fund” shall mean any Health, Welfare or Insurance Fund which by resolution of the Board of Trustees, has approved participation in and executed the Iron Workers International Health and Welfare Reciprocal Agreement.

(d) “Home Fund”, each Employee who has Employer contributions made on his behalf to one or more of the Cooperating Funds shall have a determined Home Fund. In the absence of evidence substantiating a claim to the contrary, the following rules shall be used in determining an Employee’s Home Fund:

(1) If the Employee is a member of a local union and he has established eligibility in a Health and Welfare Fund in which his local union participates, that Fund shall be his Home Fund.

(2) If an Employee is not a member of a local union or if he has not established eligibility in a Health and Welfare Fund, his Home Fund shall be that Cooperating Fund which has received the largest amount of contributions on his behalf in the preceding twelve month period.

Section 3. Employee Authorization—If contributions are or will be made on an Employee’s behalf to a Cooperating Fund signatory to Exhibits A and B of the Iron Workers International Reciprocal Health and Welfare Agreement, he may provided his Home Fund is also signatory to Exhibits A and B of said Agreement, file a request with the Cooperating Fund that such contributions be
transferred to his Home Fund on his behalf. Such request shall be made in writing on a form approved by the respective Funds which is signed and dated by the Employee. Said request form shall release the Boards of Trustees of the respective Funds from any liability or claim by an Employee, or anyone claiming through him, that the transfer of contributions may not work to his best interest. Said completed request form shall be filed by the Employee with the Cooperating Fund within sixty (60) days following the beginning of his employment within the Cooperating Fund’s jurisdiction, provided however, that the Board of Trustees of the Cooperating Fund may, at its discretion, grant an extension of that sixty (60) day period for special circumstances.

If the Employee does not file a timely request form with the Cooperating Fund, he will be treated as electing not to authorize a transfer of contributions and the Point-of-Claim provisions of the Cooperating Fund’s Plan shall apply to the Employee. By filing a request for transfer of contributions, the Employee agrees that his eligibility for benefits and all other participant rights are governed by the terms of the Home Fund’s Health and Welfare Plan and not by the terms of the Cooperating Fund’s Health and Welfare Plan.

Section 4. Transfer of Contributions—Upon receipt of a timely and properly completed request for a transfer of contributions to the Employee’s Home Fund, the Cooperating Fund shall collect and transfer to the Employee’s Home Fund the contributions required to be made to the Cooperating Fund on the Employee’s behalf. Said contributions shall be forwarded to the Employee’s Home Fund within sixty (60) calendar days following the calendar month in which the contributions were received. Any delay in transferring contributions shall be considered a violation of the Iron Workers International Health and Welfare Reciprocal Agreement and subject to its provisions for arbitration. The contributions so transferred shall be accompanied by such records or report which are necessary or appropriate. The Cooperating Fund shall transfer the actual dollar amount of contributions received regardless of any difference in the contribution rates between the Funds.

Section 5. Eligibility—The Board of Trustees of each Home Fund shall be responsible for determining whether an Employee is eligible to receive benefits under the Home Fund’s plan based on the Home Fund’s eligibility rules and a uniform application of how such transferred contributions should be credited.

Section 6. Effective Date—This Article and the transfer of contributions between Cooperating Funds shall be effective no earlier than