Explanation
Covering Employees Represented by the Local Unions of the
International Association of Bridge,
Structural and Ornamental Iron Workers

General

The reciprocal agreement is designed to meet the immediate health and welfare needs of Iron Workers when they work under the jurisdiction of a Health and Welfare Fund other than the one in which their Local Union participates. The agreement is made up of two types of agreements set forth in Exhibits A and B.

1. Exhibit A is a reciprocity form to be incorporated as a separate section in a summary plan description to describe reciprocity with other Health and Welfare Funds. In general, it is a point-of-claim approach to reciprocity in which limited contributions are transferred but only if stipulated conditions are satisfied. This portion of the Reciprocal Health and Welfare Agreement must be adopted by all Funds which sign the agreement.

2. Exhibit B is a reciprocity form to also be incorporated as a separate section in a summary plan description to describe reciprocity with other Health and Welfare Funds. In general, it is a money-follows-the-man agreement in which all an employee's contributions are transferred to another Fund which has executed Exhibits A and B. Exhibits A and B should be executed by those Funds that wish to predominately transfer contributions and receive contributions from other such Funds.

3. Operation—All Funds participating in this agreement must adopt Exhibit A. That means that the Fund has agreed to point-of-claim reciprocity. Those Funds that wish to predominately transfer and receive all contributions must also sign Exhibit B. It is important to recognize that total transfer of contributions will only take place between Funds if both have signed Exhibits A and B.

A Fund which has adopted Exhibits A and B will still have a point-of-claim agreement with Funds which have only signed Exhibit A and a limited transfer of contributions will occur but only when stipulated conditions have been satisfied.

4. The following are some general comments about the agreement:

a. The Agreement is Open-Ended—To enter into this agreement, the Trustees of a Fund must (a) adopt and execute the Reciprocal Health and Welfare Agreement; (b) verify that their Fund's Agreement and Declaration of Trust allows reciprocity and transfer of contributions; and (c) amend their summary plan description by the inclusions of the language of Exhibit A or Exhibits A and B. The Fund will then have a reciprocal agreement with every other Fund that has signed the Agreement or signs it in the future. It is not necessary for
Trustees to negotiate the terms of the Agreement nor can they be modified except to the extent provided. In addition, if a Fund initially executes the Agreement only on the basis of Exhibit A, it may at some later date execute on the basis of Exhibits A and B.

b. Health and Welfare Funds will Receive Notice of Other Funds Which Have Entered Into the Agreement—Once a Fund has entered into the Agreement, it will be filed with the International Association. The International Association will periodically publish a list of all Funds which have entered into the Agreement and indicate participation on the basis of Exhibit A or Exhibits A and B.

5. Effective Date — The Agreement becomes effective for a particular Fund on the date the Fund signs the Agreement. Signature of the Agreement does not obligate a Fund to transfer contributions attributable to a period prior to the signature date regardless of the impact on an employee's eligibility.

General Definitions

The definitions in Exhibit A and B are the same and the definitions of Employer and Employee are self-explanatory.

1. A Cooperating Fund is a Health and Welfare Fund of a Local Union and/or District Council of the International Association whose Trustees have adopted and signed the Reciprocal Health and Welfare Agreement whether on the basis of Exhibit A or Exhibits A and B.

2. The Home Fund is either (i) the Cooperating Fund that the employee’s Local Union participates in and which he has previously established eligibility for benefits, or (ii) if the employee is not a member of a Local Union or he has not previously established eligibility in a Health and Welfare Fund, it is that Cooperating Fund which has received the largest amount of contributions on his behalf in the preceding twelve month period.

Exhibit A—Point-of-Claim

The following describes how Exhibit A, the point-of-claim reciprocity, is to operate.

1. Filing a Claim

An employee working in the jurisdiction of another Cooperating Fund must continue to file his health claims with his Home Fund as long as his eligibility for benefits continues. If he is ineligible for benefits in his Home Fund, but eligible for benefits in another Cooperating Fund, he must file his claim with that Cooperating Fund. If the employee is not eligible in his Home Fund or in another Cooperating Fund, he must file his claim with his Home Fund. This is the point-of-claim (time) at which the agreement becomes operatable.
2. **Home Fund Responsibility**

When an employee who is not eligible for benefits in either his Home Fund or a Cooperating Fund, files a claim at the Home Fund, that Fund should contact the Cooperating Fund(s) under whose jurisdiction the employee has worked during the period of time required for continued Home Fund coverage. If the number of hours worked in the Cooperating Fund(s) is sufficient to continue the employee’s eligibility for benefits, the Cooperating Fund(s) should be requested to transfer all contributions made during the period to the Home Fund. The contributions to be transferred are only those made on behalf of the employee during the eligibility period and are to be based on the contribution rate in the Cooperating Fund’s jurisdiction regardless of the Home Fund rates. Eligibility is based on the **hours of work required** by the Home Fund’s eligibility rules, not the amount of contributions transferred. In the event the combined hours of the Home Fund and the Cooperating Funds are insufficient during the period to maintain the employee’s eligibility for benefits, no contributions are transferred.

3. **Example Point-of-Claim Operation**

An employee has been working out of his Home Fund’s jurisdiction for the months of April, May and June and has lost his Home Fund eligibility. He is not yet eligible under the Cooperating Funds where he worked and therefore, submits a claim to his Home Fund. The Home Fund’s rule for continuing eligibility is a requirement of 250 hours per quarter. His claim would be rejected because he only worked 20 hours in the jurisdiction of his Home Fund, but the employee also advises the Home Fund that he worked in the jurisdictions of Cooperating Funds X and Y. Upon inquiry by the Home Fund, it is found that the employee worked 135 hours in the jurisdiction of X and 105 hours in the jurisdiction of Y during the months of April, May and June. Accordingly, the point-of-claim reciprocals is exercised because the total of 260 hours will maintain the individual’s eligibility in the Home Fund. In this instance, both Cooperating Funds transfer contributions associated with those hours for which contributions were paid together with a report of hours to the Home Fund. Accordingly, the Employee’s claim is honored.

**Exhibit B — Money-Follows-The-Man**

1. **Transfer of Contributions**

The transfer of contributions only takes place between Cooperating Funds which have both adopted Exhibits A and B and only if the Employee has authorized the transfer. If a Cooperating Fund has not adopted Exhibits A and B, it will not accept or transfer contributions—it will be governed by Exhibit A providing for Point-of-Claim reciprocity.

The transfer of contributions must be accomplished within 60 days of receipt of the contributions to the Employee’s Home Fund. If the Employee does not authorize the transfer of contributions made on his behalf, the Exhibit A providing for Point-of-Claim reciprocity shall govern.
The determination of eligibility for benefits are based on the eligibility rules of the Home Fund as administered by the Home Fund Trustees.

2. **No liability for Transferring Plan**
   In transferring contributions to a Home Fund, a Cooperating Fund is acting solely as the agent of the Home Fund. The Cooperating Fund is relieved of all liability to any employee or beneficiary for any benefits upon his signature of a transfer authorization card. The Employee is subject to the rules of eligibility of his designated Home Fund.

3. **Employee Authorization Card**
   The attached Form B-1 is recommended for use by Cooperating Funds for the authorization of transfer of contributions. This form must be executed by the employee prior to contributions being transferred. This form is multi-purpose in that it can be used as an authorization to transfer pension contributions as well.

4. **Same Contribution Transmittal Letter**
   The attached Form B-2 is recommended for use by Cooperating Funds in the transfer of contributions between Cooperating Funds. This transmittal letter is multi-purpose in that it may also be used to transfer pension contributions as well.

Any questions concerning the reciprocal agreement should be referred to Legal Counsel for clarification.
FROM: 
(Employee) 

TO: 
(Fund Office Address) 

COOPERATING PENSION AND WELFARE FUND NAME 
IRON WORKERS INTERNATIONAL RECIPROCAL AGREEMENT 
AUTHORIZATION OF CONTRIBUTIONS TRANSFER 

NAME: ________________________ SOCIAL SECURITY NO. ________________________ 

HOME ADDRESS: ________________________ LOCAL UNION NO. ________________________ 

TELEPHONE: ________________________ 

I hereby ___ elect ___ do not elect, to the extent that the Trustees of these above-noted Cooperating 
Fund(s) and the Trustees of my Home Pension and/or Welfare Funds (as noted below) have executed 
agreements between them permitting the transfer of contributions, to have Pension and Welfare contri-
butions paid on my behalf to the above-noted Funds remitted to my Home Pension and/or Welfare 
Fund(s) as now stated by me. 

HOME PENSION FUND NAME____________________ ADDRESS: ________________________ 
(Print) 

HOME WELFARE FUND NAME____________________ ADDRESS: ________________________ 
(Print) 

I understand that the Cooperating Fund(s) will act solely as the agent of the noted Home Fund(s) and as 
such, I shall be subject to the eligibility rules of said Home Fund(s) upon the transfer of contributions. 
I hereby release (on behalf of myself as well as on behalf of anyone claiming through me) and further 
discharge the Cooperating Fund(s) and their Trustees of and from all claims, demands, actions, causes 
of actions or suits with respect to any contributions so transferred and for any benefits or credits which 
would have accrued or become payable to me had I not authorized this transfer of contributions. I fur-
ther recognize that the transfer of contributions to the noted Home Funds may or may not ultimately 
prove to be to the advantage of myself and/or my beneficiaries. 

DATE CARD SIGNED ________________________ SIGNATURE ________________________ (Full Name)
Re: Contribution Transfer — Iron Workers International Reciprocal Agreement

Dear __________________:

In accordance with the Iron Workers International Pension/Health and Welfare Reciprocal Agreement this/these Cooperating Fund(s) is transferring contributions on behalf of the following individuals to the _____________________________ Fund and/or the _____________________________ Fund.

(Name of Pension Fund)

(Name of Health Fund)

Name ___________________ Period ___________ / ___________ from _________ to _________

Social Security Number __________________

Pension: Employer ____________________________

(Name)

$_$ ___________________________ ___________________________ $________________________

hourly rate hours total amount

Employer ____________________________

(Name)

$_$ ___________________________ ___________________________ $________________________

hourly rate hours total amount

Welfare: Employer ____________________________

(Name)

$_$ ___________________________ ___________________________ $________________________

hourly rate hours total amount

Employer ____________________________

(Name)

$_$ ___________________________ ___________________________ $________________________

hourly rate hours total amount
Please be advised that this/these Cooperating Fund(s) has received a signed Authorization of Contribution Transfer (Form B-1) from each of the above named individuals designating your (Fund(s) as the Home Pension/and Welfare Fund(s).

Should you require additional information, please do not hesitate to contact us.

Sincerely,

_________________________
Fund Manager on behalf of the
Board(s) of Trustees