

<b>Checklist Item #37</b>	<b>Application for Approval of a Suspension of Benefits Under MPRA</b>
Iron Workers Local 17 Pension Fund	EIN: 51-0161467 Plan No.: 001
Does the application include the required excerpts from the relevant collective bargaining agreements and side agreements. See section 7.07.	<p>The following information is being provided for the application on behalf of the Iron Workers Local 17 Pension Fund:</p> <ul style="list-style-type: none"> <li>• Local 17 Iron Workers Agreement 2013-2018 – Required Excerpts including Article I - Craft Jurisdiction; Article II - Territory; Article XVII – Wages Designated for Pension, Insurance, Annuity and Assessment Check-off; and Article XXXVI –Duration and Termination(pages IW17PF_669-692);</li> <li>• Participation Agreement between the Board of Trustees for the Iron Workers Local 17 Pension Fund and the Joint Iron Worker Local No. 17 Apprenticeship Trust Fund(pages IW17PF_693-695); and</li> <li>• Participation Agreement between the Board of Trustees for the Iron Workers Local 17 Pension Fund and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local Union No. 17, AFL-CIO(pages IW17PF_696-698).</li> </ul>

**LOCAL 17**

# IRONWORKERS



*Photo Courtesy of: Scott Cooper #1298199*

## **A G R E E M E N T**

**2013-2018**  
**IW17PF\_669**

# **NOTICE**

**IRON WORKERS LOCAL 17**  
**FRINGE BENEFIT FUNDS, INC.**  
(Welfare, Pension and Annuity Funds)  
3250 Euclid Avenue, Room 150  
Cleveland, OH 44115

Mailing Address:  
PO Box 6327  
Cleveland, OH 44101

Toll Free Number: 1-800/788-8406  
Phone: 216/241-1086  
Fax: 216/241-2904

**JOINT IRON WORKERS**  
**APPRENTICESHIP & TRAINING CENTER**  
1542 East 23rd Street  
Cleveland, OH 44114

Phone: 216/685-1781  
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## **AGREEMENT**

THIS AGREEMENT made and entered into this 30th day of April, 2013 and to be effective the 1st of May, 2013, by and between STEEL AND IRON CONTRACTORS ASSOCIATION and the CONSTRUCTION EMPLOYERS ASSOCIATION OF CLEVELAND, hereinafter referred to as the "Employer," and the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS LOCAL NO. 17, CLEVELAND, OHIO, hereinafter, referred to as the "Union."

As used in this Agreement, the term "Iron Worker" refers to any individual performing work covered by this Agreement. All references to the masculine pronoun in this Agreement shall be deemed to include the feminine pronoun as well. All references to the singular in this Agreement shall be deemed to include the plural where appropriate.

## **PREAMBLE**

This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade and to prevent waste, unnecessary and avoidable delays, and expenses, and, so far as possible, to provide for labor's continuous employment in accordance with the conditions herein set forth and at wages herein agreed upon; also that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and conditions, and further, the establishment of the necessary procedures by which these ends may be accomplished.

## **ARTICLE I CRAFT JURISDICTION**

(a) It is agreed that the jurisdiction of work covered by the Agreement is that provided for in the charter grant issued by the American Federation of Labor ("AFL") to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, hereinafter referred to as the "International," it being understood that the claims are subject to

trade agreements and the following five paragraphs:

1. This Agreement covers all field erection and construction work traditionally performed by and coming under the jurisdiction of the International. The Employer recognizes that the claimed scope of work covered under this Agreement by the International is that provided for but not limited to the jurisdictional claims contained within the charter grant issued by the AFL to the International and contained in Article IV of the International's Constitution.

2. Agreements, national in scope between the International and other International Unions covering work jurisdiction and allocation and division of work among employees represented for the purpose of collective bargaining by such labor organizations, shall be respected and applied by the Employer.

3. It is understood and agreed that employers signatory to this Agreement shall not sign a stipulation to be bound by the terms of the agreement establishing the Impartial Jurisdiction Disputes Board nor be bound by its decisions. Any such stipulation that previously may have been entered into on or on behalf of the Employer, is rescinded by execution of this contract. It is further understood that the parties to this Agreement shall not submit any dispute to the Impartial Jurisdictional Disputes Board.

4. The foregoing Section 3 shall remain in full force and effect until such time as all other employers in the construction industry having agreements with the International or its affiliates, and all other unions affiliated with the Building and Construction Trades Department, have signed a stipulation to be bound by the terms of the agreement and decisions of the Impartial Jurisdictional Disputes Board.

5. In the event of any dispute as to jurisdiction of work covered by the terms of this Agreement being claimed by unions other than those affiliated with the Building and Construction Trades Department, then such dispute shall be referred to the International Unions involved, for determination by whatever procedures they may adopt. The work shall proceed as assigned by the individual Employer until such determination

by the International Unions. Any jurisdictional determination shall be implemented immediately by the individual Employer involved.

There shall be no strikes, work stoppages, or other interferences with the work by reason of jurisdictional disputes.

(b) This Agreement shall cover and include but is not limited to the unloading, handling, fabrication, re-fabrication, erection, and dismantling of structural, ornamental, reinforcing steel, metals, plastic, composite and engineered materials and it is understood and agreed that the International claims for its members the fabrication, production, erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and nonferrous metals; precast, prestressed and post-stressed (post-tensioning equipment such as: jacks, grout machines and materials) concrete structures; and replacement materials, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal surfaces; aprons, aqueducts, awnings, bar-joist, blast furnaces, bleacher seating, book stacks, boilers (sectional water tube, and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling, chutes, clips, cofferdams, concentrators, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal); roof decking (such as "Colfar" and similar type materials, as well as "Trusdeck," Mahon "M" deck and other dual purpose type roof deck), derricks, docks, domes, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, fascias, false work, fans, fencing, fire escapes, fins, flag poles, floor construction and flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating, grillage and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joists (pre-cast, pre-stressed and post-stressed [post-tensioning equipment such as: jacks, grout machines and materials]), kalomeined doors, kilns, lintels, lockers, locks, louvers, machinery (moving, hoisting and placing on foundations), making and installation of all

articles made of wire and fibrous rope; marquees, material altered in field, such as; framing, cutting, bending, drilling, burning, and welding by acetylene gas and electric machines; metal curtain wall, metal exterior doors, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows and enclosures, mixers, monorails, multi-plate, operating devices, ovens, overhead doors, pans, panels (insulated and non-insulated, factory and field assembled), pen stocks, pile drivers, plates, porcelain enameled panels, prefabricated metal buildings, pulverizers, racks, railings(including pipe), railroad bridgework and maintenance, rebar tie guns, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling doors, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists, skylights, smoke conveyors, spandrels (metal) and (precast concrete), spillways, stacks, stairways, stokers, storage rooms, stoves, subways, sunshades, solar panels (structural supports), tables, towers, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, wind turbines (erection of) including onshore and offshore, window wall, wire work; wrecking and dismantling of all the above and all housesmith work and submarine diving in connection with or about the same.

(c) Field alterations on the above mentioned items, together with all framing done in the field.

(d) An Iron Worker will be used to straighten, tie or adjust steel rods when concrete is being poured, but will not be required as a standby. When concrete is poured before or after regular working hours, an Iron Worker shall remain on the job to perform his/her regular work and be available in case rods need adjustment.

(e) When it becomes necessary in the operation of power operated booms or cableways to use a signalman, an Iron Worker shall be employed.

(f) On the unloading, handling and setting of stone with powercrawler,



locomotive or truck cranes, an Iron Worker shall be employed who will work under the supervision of the stone setter.

(g) When erecting structural steel with mobile or power operated rigs of any description, the crew shall consist of a foreman and not less than four (4) Iron Workers.

(h) When unloading structural steel with power equipment, the crew shall consist of a foreman and not less than (4) Iron Workers.

(i) During the unloading and setting of all wall bearing bar joists and beams in building construction 24" depth and under, the crew shall be a foreman and three (3) Iron Workers; over 24" depth, a foreman and four (4) Iron Workers.

(j) When unloading and handling materials, other than structural steel, the crew size shall be determined by the Employer consistent with safe work practices.

(k) Shear studs on walking surfaces used for composite structural design shall be field applied after erection. On columns, webs and floorings, shear studs shall be field applied and may be applied prior to erection.

(l) Journeymen shall also be employed for the erection, operation and removal of travelers, derricks, poles, derrick cars, booms, outriggers and spool work as awarded to the International by the AFL, and such other items as have been awarded to the International by the Building and Construction Trades Department.

(m) No less than six (6) Iron Workers and a foreman shall be employed around a guy or stiff leg derrick used on steel erection.

(n) During the unloading and setting of light gauge metal trusses, the crew shall be a foreman and three (3) ironworkers.

(o) Pre-Engineered Metal Building. 1. Steel Erection Crew: There shall be a Foreman and four (4) ironworkers. One of the four (4)

ironworkers shall be a journeyman ironworker. The remaining three (3) may be journeyman ironworkers or apprentices. 2. Detail and Sheeting: For every seven (7) men there shall be one (1) foreman. These men may consist of journeyman ironworkers, or apprentices. All Foreman must be journeyman ironworkers, and shall be paid the Foreman rate of pay. 3. No money allowance will be paid for the use of power tools.

## **ARTICLE II TERRITORY**

The territory covered by this Agreement shall be the territorial jurisdiction of the Union and shall include the following counties; Cuyahoga, Ashtabula, Erie, Geauga, Huron, Lake, Medina, Portage, Summit and Lorain. See territorial jurisdictional boundaries.

## **ARTICLE III WORK LIMITATION**

No limitation may be placed upon the amount of work which an Iron Worker shall perform during the working day, nor shall there be any restrictions against the use of machinery, tools, or labor saving devices, nor against the use of any materials, raw or manufactured, except prison-made materials.

## **ARTICLE IV IRONWORKER MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST**

The Parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug free, alcohol free, safe healthy work environment for all Iron Workers. The Employer agrees to hold the Union harmless and to bear any expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out the drug testing program. This Ironworker Management

worker shall be required to accept salary continuation/wages in lieu of temporary total compensation. Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the Employee goes off or on temporary total compensation. Since the Employee shall provide no services for said payment or perform any bargaining unit work the employer agrees to pay to the fund thirty (30) hours health and welfare per forty (40) hour week in addition to salary/wage continuation.

**ARTICLE XVII**  
**WAGES DESIGNATED FOR PENSION, INSURANCE,**  
**ANNUITY AND ASSESSMENT CHECK-OFF**

(a) The Employer agrees to pay as wages the amounts enumerated in Article X of this Agreement as "Pension Wage," "Insurance Wage," and "Annuity Wage." On overtime, these payments will be made on an hour's paid basis.

(b) The amounts required to be paid as "Pension Wage" shall be paid to the Pension Fund which shall be administered pursuant to the Agreement and Declaration of Trust dated as of May 1, 1965 which shall conform to all requirements of law and which, together with any amendments thereto, shall be considered as part of this Agreement as though set forth herein. The Agreement and Declaration of Trust shall be administered jointly by an equal number of representatives of the Steel and Iron Contractors Association and the Union.

(c) Pursuant to the Pension Protection Act of 2006, the parties have adopted the Default Schedule of the Rehabilitation Plan published by the Board of Trustees of the Iron Workers Local 17 Pension Fund on August 15, 2008. The benefit changes apply to Participants retiring or terminating employment on or after May 1, 2009, unless otherwise stated below. The changes are as follows.

1. Unreduced Service Pension Benefit eligibility has been revised by adding an age 62 requirement with 30 years of Vesting or Benefit

Service, and eliminating the requirement of 30 years of continuous membership.

2. Unreduced Early Retirement Benefit payable at age 62 has been eliminated. Reduced Early Retirement Benefit eligibility has been revised by increasing the age requirement to 58. Reduced Early Retirement Benefit for Participants retiring between age 62 and age 65 are reduced by 3% for each year prior to age 65. Reduced Early Retirement Benefit for Participants retiring between age 58 and age 62 are reduced by actuarially equivalent reduction factors for each year prior to age 62, plus 3% for each year between age 62 and age 65. Participants retiring after age 62 are no longer eligible for a Postponed Retirement Increase of 3% per year.

3. The Occupational Disability Pension has been eliminated. The Total and Permanent Disability Pension remains unchanged, except that retroactive disability payments for Participants who fail to timely file applications are eliminated.

4. The Pre-Retirement Death Benefit ("Return of Contribution Death Benefit") is eliminated effective August 15, 2008. However, for any unmarried participant who dies on or after August 15, 2008, a surviving non-spouse beneficiary is eligible to receive a Pre-Retirement Survivor Annuity.

5. The Five Year Certain Guarantee form of benefit is eliminated. The normal form of benefit is now a Joint and 50% Survivor Annuity for married Participants and a Single Life Annuity for single Participants.

6. The Lump Sum Payment form of benefit is eliminated effective August 15, 2008.

7. A Qualified Joint and 75% Survivor Annuity has been added for married Participants.

8. The Pension Credit Hours Bank restoration rule adopted within 60 months prior to May 1, 2008 has been eliminated so that Participants are only entitled to the maximum number of hours in their Hours Bank at the time of retirement.

(d) The amounts required to be paid as "Insurance Wage" shall be paid to the Insurance Fund which shall be administered pursuant to the Agreement and Declaration of Trust dated as of October 1, 1975, which shall conform to all requirements of law and which, together with any amendments thereto, shall be considered as part of this Agreement as though set forth herein. The Agreement and Declaration of Trust shall be administered jointly by an equal number of representatives of the Employers and the Union. The payments of the Employers to the Insurance Fund shall be used exclusively:

1. To provide group life insurance, accidental death and dismemberment insurance, hospital expense insurance, surgical expense insurance, medical expense insurance, other health programs, and temporary disability benefits to eligible Iron Workers and their families in such form and amount as the Trustees of the Insurance Fund may determine; and

2. Payment of administration expenses of the Insurance Fund.

(e) The amounts required to be paid as "Annuity Wage" shall be paid to the Annuity Fund which shall conform to all requirements of law and which together with any amendments thereto, shall be considered as part of this Agreement as though set forth herein. The Agreement and Declaration of Trust shall be administered jointly by an equal number of representatives of the Employers and the Union. The payments to the Annuity Fund shall be used exclusively as a savings and annuity plan for the exclusive use of members of the International working within the jurisdictional boundaries of the Union.

(f) 1) Effective April 1, 2000, a Union working assessment check-off of four and one half percent (4.5%) of gross pay paid to each Iron Worker covered by this Agreement shall be maintained through the medium of payroll deduction from the Iron Worker's hourly rate.

2) A signed authorization card shall be provided for this deduction by the Union. Deposits for this deduction must be made on or before the fifteenth (15) day of the month following the month worked.

(g) Payments by the Employers to the Iron Workers Fringe Benefits Funds, Inc., which cover all Employer contributions and withheld assessments as outlined in the previous Articles shall be paid on the fifteenth (15) day after the end of the month in which the work is performed and if not paid on or before such date, the Employer shall be considered delinquent. If the payments and monthly report are not received by the last day of the month following the month in which the hours were worked, the delinquent Employer will be subject to and agrees to pay a delinquency assessment of ten percent (10%) of the amount due plus one percent (1%) for each month the Employer remains delinquent, to cover the additional cost and expense of administration during the period of delinquency. Whenever any Employer is delinquent, the Union may (a) require such Employer to post a larger bond (reasonably calculated to provide for the wages and fringe contributions and deductions called for by this Agreement, based on the number of employees and hours of work for the Employer) and/or (b) require the Employer to pay its contributions and deductions payable by the terms of this Agreement under the provisions of any of the Agreements and Declarations of Trust of the Fringe Benefit Funds either in cash or by cashier's check, certified check or money order on a weekly basis. If any Employer remains delinquent for more than two weeks, then the Union may remove Iron Workers from the employ of such delinquent Employer, and such removal shall not be considered as a violation of this Agreement. In addition the Trustees of the various Fringe Benefit Funds may take whatever action they deem necessary to collect said delinquent accounts.

(h) The Employer agrees to permit an audit or examination of his financial records and books by the Trustees of the various Funds, including, but not limited to, the Plan Administrator and /or Plan Payroll Auditor or their agents, as the Trustees of said Fringe Funds may from time to time authorize. If as a result of said audit or examination a substantial deficiency in payments to the Fringe Funds is discovered, the Trustees of said Fringe Funds may assess the cost of said audit or examination to the Employer, and said cost shall be collectible as any other amount due from the Employer to said Fringe Funds. In addition to assessing the cost of audits or examinations to the Employer, the Trustees of said Fringe Funds may assess reasonable attorney's fees

and costs of any legal actions undertaken by the Trustees to collect the deficient payments and said reasonable attorney's fees and costs shall be collectible as any other amount due from the Employer to the Fringe Funds.

(i) The employer hereby adopts and agrees to be bound by all the terms and provisions of the trust Agreements as well as any rules and regulations established thereunder by the Trustees for Funds covered by this agreement and as the same are amended from time to time as if the Employer was party thereto. The employer further agrees to be bound by the rules and procedure for the collection of contributions as they are established or as they will be amended from time to time by the Trustees of such Funds; including, but not limited to, provisions relating to Employer liability for interest charges as set by Trustees, attorney fees and audit fees.

(j) In the event a State or National Health Insurance Law becomes effective under which the parties to this Agreement are required or choose to participate, the Parties agree to meet and discuss appropriate courses of action regarding continuation of all, none, or part of the then existing Iron Workers' Local No. 17 Insurance Benefits Plan. In such discussion, the Parties shall consider the benefits provided under the existing plan, the costs thereof; the benefits of the State and Federal Insurance Program and the cost thereof; the methods of financing such State or Federal Program including Employer payments, Iron Worker payments, taxes, and various combinations thereof.

**ARTICLE XVIII**  
**IRONWORKER MANAGEMENT PROGRESSIVE ACTION**  
**COOPERATIVE TRUST**  
**(IMPACT)**

(a) There is hereby established an Ironworker Management Progressive Action Cooperative Trust. Effective August 1, 2006. Employers subject to the terms of this agreement who employ Iron Workers within the territory covered by this agreement shall abide by all terms and conditions of the Ironworker Management Progressive Action Cooperative Trust as follows:

(b) A Declaration of Trust shall be prepared by IMPACT and copies shall be available for inspection by the parties or other interested persons at the Iron Workers Local Union No. 17 office. Said Trust shall be deemed part of this agreement.

(c) The general purposes of the Trust to include but not limited to the improvement and development of the ironworker industry through education, training, communication, cooperation and governmental lobbying and legislative initiatives.

(d) The Trust is intended as a labor-management committee within the meaning of Section 302 (c)(9) of the Labor Management Relations ("Taft-Hartley") Act so as to permit Employer Contributions. It is further intended that the Trust Qualifies as a tax exempt Trust under section 501 (c) (5) of the Internal Revenue Code and other applicable tax laws.

(e) The IMPACT contribution shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrade Fund and the Institute of the Ironworking Industry. In addition, the Union and Employer agree by making contributions to IMPACT each of them shall become bound to IMPACT's Drug and Alcohol Screening Policy and Procedure or equivalent program and any amendments or modifications thereto.

## **ARTICLE XIX**

### **BONDING REQUIREMENTS**

(a) Each Employer of five (5) or fewer Iron Workers shall be required to post with the Union a bond of Twenty-Five Thousand Dollars (\$25,000.00).

(b) Each Employer of six (6) to Fifteen (15) Iron Workers shall be required to post with the Union a bond of Fifty Thousand Dollars (\$50,000.00).



**ARTICLE XXXVI**  
**DURATION AND TERMINATION**

The term of Agreement shall be; five (5) years.

1. The working conditions to remain as per this Agreement between the Union and the Steel and Iron Contractors Association and the Construction Employers Association of Cleveland, for five (5) years; May 1, 2013 - April 30, 2018. Unless written notice be given by either party to the other at least four (4) months prior to such date or a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof, shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notices as hereinabove provided for in this Article, whether specifying a desire to terminate or to change at the end of the current contract year shall have the effect of terminating this Agreement at this time.

IN WITNESS WHEREOF, we the undersigned, the STEEL AND IRON CONTRACTORS ASSOCIATION, CONSTRUCTION EMPLOYERS ASSOCIATION OF CLEVELAND, and the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL and REINFORCING IRON WORKERS UNION LOCAL NO. 17, hereunto affix our hands as such representatives for and on behalf of such associations and the Union, its officers and agents, at Cleveland, Ohio, as of the 1st day of May 2013.

For the Union:

Timothy McCarthy (Chair)

Rich Jordan

Dan Beckett

James Cusick

William Meaden

Dan Munnings

Scott Munnings

Bruce Hensley

John Reese

Scott Cooper

Randy Aughenbaugh

Gary Huhn, Jr.

For The Employer:

Chuck Fisher

Jim Mirgliotta

Bob Hurley

Keith LePage

Tim Linville

**IRONWORKERS UNION LOCAL NO. 17  
BOUNDARY LINES**

**CLEVELAND LOCAL NO. 17 WITH: TOLEDO, OHIO  
LOCAL NO. 55**

**WEST BOUNDARY LINE:** Sandusky, Ohio

Columbus Avenue north to Sandusky Bay (and/or Lake Erie); Columbus Avenue south to present Route 4; Route 4 south to present Route 99; from Route 99 south to old Route 224 - all territory to the west of the boundary line is to be within the jurisdiction of Local Union No. 55, Toledo, Ohio.

All territory to the east of the boundary line is to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio.

Kelly's Island is to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio.

All bridges, tunnels, viaducts, etc., relative to these boundary lines shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

**CLEVELAND LOCAL NO. 17 WITH: PITTSBURG, PENNSYLVANIA  
LOCAL NO. 3**

**EAST BOUNDARY LINE:** Ashtabula, Ohio

For the purpose of determining State Prevailing Wage Rates and Federal Davis-Bacon Wage Rates in Ashtabula County in Ohio, the wage and benefit package of Local Union No. 17 shall prevail.

All territory from the Geauga County Line on the West boundary North of State Route 6 and West of State Route 11 and North of Interstate Route 90 to the Pennsylvania Line on the East boundary shall fall under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

**CLEVELAND LOCAL UNION NO. 17 WITH: CANTON, OHIO  
LOCAL NO. 550**

**SOUTH BOUNDARY LINE:** Canton, Ohio

All territory north of old Route 224 line to be within the jurisdiction

of Local Union No. 17, Cleveland, Ohio.

All bridges, tunnels, viaducts, signs, etc., relative to old Route 224 line to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio,

All territory south of old Route 224 line is to be within the jurisdiction of Local Union No. 550, Canton, Ohio, except for everything within the city limits of Barberton, Ohio, which shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

#### **READING FROM LEFT TO RIGHT, OR WEST TO EAST:**

Route old 224 line: Greenwich Avenue - Wooster Road or East Avenue.

Route old 224 line: New 224 line including Cloverleaf.

East Waterloo Road: New 224 line - Attwood Road - Old Route 224.

This will be considered to be the old Route 224 line, except for everything within the city limits of Barberton, Ohio, which shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

#### **CLEVELAND LOCAL NO. 17 WITH: YOUNGSTOWN, OHIO LOCAL NO. 207**

#### **SOUTHEAST BOUNDARY:**

West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local Union No. 207, Youngstown, Ohio.

Local Union No. 17, Cleveland, Ohio and Local Union No. 207, Youngstown, Ohio has agreed that the Ohio County of Ashtabula, shall be as follows:

Ashtabula County in Ohio-All territory from the Portage County Line on the West boundary South of State Route 6 and East of State Route 11 and South of Interstate Route 90 to the Pennsylvania Line on the East boundary shall fall under the jurisdiction of Local Union 207, Youngstown, Ohio.

Everything south, starting at the Geauga County line, shall be under the jurisdiction of Local Union No. 207, Youngstown, Ohio.

CLEVELAND LOCAL NO. 17 WITH: LOCAL NO. \_\_\_\_\_

**NORTH BOUNDARY:**

The east boundary line and the west boundary line continuing  
north half-way across Lake Erie.

**STEEL AND IRON CONTRACTORS ASSOCIATION**

Construction Center  
950 Keynote Circle, Suite 10  
Cleveland, Ohio 44131-1802

(216) 398-9860

Chuck Fisher  
President, S & I.C.A.

**STEEL AND IRON CONTRACTORS ASSOCIATION MEMBERS**

A. E. Steel Erectors, Inc.  
Forest City Erectors, Inc.  
Industrial First, Inc.  
Kelley Steel Erectors, Inc.  
Norris Brothers Co., Inc.  
Olmsted Falls Erecting Co., Inc.  
The Ruhlin Company  
R.G. Smith Company, Inc.  
Standard Contracting & Engineering, Inc.  
Tesar Industrial Contractors, Inc.  
Whitacre Engineering Co.

## **CONSTRUCTION EMPLOYERS ASSOCIATION**

Construction Center  
950 Keynote Circle, Suite 10  
Cleveland, Ohio 44131-1802

(216) 398-9860

Tim Linville  
Executive Vice-President

## **STEEL AND IRON CONTRACTORS NEGOTIATING COMMITTEE**

Chuck Fisher, Chairman  
Robert Hurley  
Jim Mirgliotta  
Mark Laskey  
Keith LePage  
Tim Linville

## **ASSIGNMENT OF BARGAINING RIGHTS CEA MEMBERS**

21st Century  
A.E. Steel Erectors  
BMI Refractory  
Carroll Glass  
Forest City Erectors  
Industrial First  
Kelley Steel Erectors, Inc.  
Norris Brothers  
North Coast Concrete  
Olmsted Falls Erecting  
Platform Cement  
Precast Services  
Pro Construction  
R.G. Smith Company  
Ruhlin Co.  
Standard Contracting

**ASSIGNMENT OF BARGAINING RIGHTS TO  
STEEL AND IRON CONTRACTORS ASSOCIATION  
NON-CEA MEMBERS**

Akron Erectors, Inc.  
Architectural Products Sales Company  
B Steel Erectors, Inc.  
Chemsteel Construction Company  
Crystal Clear Architectural Metal  
Jaam Concrete Construction, Inc.  
Kokosing Construction  
Mid State Restoration, Inc.  
On Site Studwelding, Inc.  
PM Construction & Engineering, Inc.  
Sun Erecting, Inc.

**MEMORANDUM OF UNDERSTANDING  
ALTERNATIVE DISPUTE RESOLUTION**

1. Whereas Alternative Dispute Resolution (ADR) programs have effectively been developed and adopted by numerous labor unions and their respective contractor associations throughout the United States; and

Whereas the successful implementation of these programs have benefited both labor and management;

Now therefore let it be resolved that if during the term of this Agreement, the Ohio Revised Code authorizes ADR programs in the Ohio Workers' Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

2. Should the Pension Protection Act of 2006 (PPA) be amended during the term of this agreement, the Parties agree to meet and negotiate in good faith a program consistent with said amendments.

**IRON WORKERS'**  
**LOCAL UNION NO. 17**

1544 East 23rd Street  
Cleveland, OH 44114

Telephone Numbers: (216) 771-5558-59-60-61-93

Akron Office: (330) 535-6913

Toll Free Number: 1-800-774-5558

Fax Number: (216) 771-8242

<b>TITLE</b>	<b>NAME</b>
<b>FIN.SEC/TREAS/BUS MGR</b>	<b>TIMOTHY MCCARTHY</b>
<b>PRESIDENT</b>	<b>JIM CUSICK</b>
<b>VICE PRESIDENT</b>	<b>DAN MUNNINGS</b>
<b>RECORDING SECRETARY</b>	<b>BRIAN MURRAY</b>
<b>BUSINESS AGENT WEST</b>	<b>SCOTT MUNNINGS</b>
<b>BUSINESS AGENT EAST</b>	<b>DAN BECKETT</b>
<b>BUSINESS AGENT AKRON</b>	<b>RICH JORDAN</b>
<b>EXECUTIVE BOARD</b>	<b>JON ROTHKEGEL</b>
<b>EXECUTIVE BOARD</b>	<b>JOSH REESE</b>
<b>EXECUTIVE BOARD</b>	<b>GARY HUHN JR.</b>
<b>EXECUTIVE BOARD</b>	<b>TERRY TRIGALET</b>
<b>EXECUTIVE BOARD</b>	<b>RANDY AUGHENBAUGH</b>
<b>EXAM BOARD</b>	<b>BOB TOOLIS</b>
<b>EXAM BOARD</b>	<b>DAN MCDONALD</b>
<b>EXAM BOARD</b>	<b>MICHAEL BOLES</b>
<b>TRUSTEE</b>	<b>BETHANY LAPP</b>
<b>TRUSTEE</b>	<b>ALEX DAVIS JR.</b>
<b>TRUSTEE</b>	<b>PAT MCTAGGART</b>
<b>CONDUCTOR</b>	<b>ELI KARIM</b>
<b>SERGEANT-AT-ARMS</b>	<b>OLEN STEELMAN</b>





IW17PF\_692

## PARTICIPATION AGREEMENT

THIS AGREEMENT, made and entered into on the *12th day of September 2008*, by and between the Board of Trustees (the "Trustees") of the Iron Workers Local No. 17 Pension Fund (the "Fund") and the Joint Iron Worker (Local No. 17) Apprenticeship Trust Fund (the "JATF"), each by and through its duly authorized representative:

### WITNESSETH:

WHEREAS, the JATF is a multiemployer trust fund established under Section 302(c)(6) of the Labor-Management Relations Act of 1947 to administer an apprentice training program established under Iron Workers Local No. 17 collective bargaining agreements,

WHEREAS, the Trustees and the JATF have agreed to permit participation in the Fund by employees of the JATF in order to obtain certain pension and related benefits for such employees from the Fund,

WHEREAS, the Fund's formal pension plan document (the "Plan") and agreement and declaration of trust (the "Trust Agreement") permit such participation in the Fund by such employees,

WHEREAS, the Trustees and the JATF wish to enter into this Agreement to evidence the participation of the JATF as an employer of these employees in the Fund, all pursuant to the terms and conditions of the Plan, Trust Agreement and this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Trustees and the JATF agree as follows:

1. The JATF agrees to be bound by, and hereby assents to, all of the terms of the Trust Agreement, the Plan, all of the rules and regulations heretofore and hereafter adopted by the Trustees, and all of the actions of the Trustees in administering the Fund in accordance with the Trust Agreement, the Plan and any rules and regulations adopted thereunder.
2. The JATF hereby accepts as Employee Trustees the present Employer Trustees appointed under the Trust Agreement and all such succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
3. The JATF hereby accepts as Union Trustees the present Union Trustees appointed under the Trust Agreement and all such succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
4. The JATF shall contribute to the Fund for all of its employees (other than employees who are included in a bargaining unit covered by a collective bargaining agreement as to which (i) welfare benefits were the subject of good faith bargaining and (ii) contributions to the Fund on behalf of these employees were not provided) at an hourly contribution rate established by the Trustees. Such rate may be changed by the Trustees from time to

time (but not more frequently than once every twelve (12) months) in order to provide for the benefits being provided to the JATF's employees; any such change shall be effective upon delivery of written notice thereof to the JATF. The JATF will pay monthly to the Fund said rate for each hour of work by each such employee in the previous month. In the event such employee is compensated on a daily basis, the contribution will be made upon the basis of an eight (8) hour day and in the event such employee is compensated on a weekly or longer basis, the contribution will be made upon the basis of a forty (40) hour week, unless another basis for contribution is agreed to by the Fund. This Agreement amends and supersedes any and all prior agreements of the parties regarding the subject matter hereof and any contributions by the JATF to the Fund made prior to the actual signing of this Agreement are hereby declared to be subject to this Agreement and all of its terms.

5. The JATF and Trustees further agree as follows:

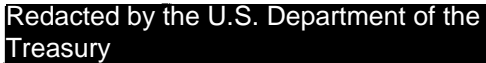
- (a) If the JATF fails to make such contributions to the Fund when due, the JATF shall be liable for all delinquency assessments, interest, costs of collection, court costs and other expenses incurred by the Fund in enforcing payment of the contributions, including reasonable attorneys' fees, and for all such other relief to which the Fund may be entitled under the terms of the Trust Agreement, the Plan or any collective bargaining agreement covering participating employers or as may be otherwise provided by law.
- (b) All such contributions shall be made monthly in such manner as the Fund may require. The Fund shall have the authority to audit the payroll and wage records of the JATF for the purpose of determining the accuracy of such contributions to the Fund.
- (c) Continued participation in the Fund by the JATF shall at all times comply with applicable requirements of this Agreement, ERISA and the Internal Revenue Code and any pertinent rulings and regulations relating to non-discrimination in participation and benefit coverage.
- (d) Payments made by the JATF hereunder shall entitle the JATF employees on whose behalf the payments are made to such benefits as are from time to time established by the Trustees for participants under the Fund's pension plan. All benefits shall be subject to any restrictions, limitations and exclusions established for benefits under the Trust Agreement, the Plan and applicable law, as from time to time in effect. *Effective as of September 12, 2008, the JATF and Trustees hereby adopt the Default Schedule which was published by the Board of Trustees of the Iron Workers Local 17 Pension Fund on August 15, 2008 under the terms of its Rehabilitation Plan as required by the Pension Protection Act of 2006, and this Default Schedule is hereby incorporated by reference hereto into this Participation Agreement between the JATF and Trustees in compliance with the requirements of the Pension Protection Act of 2006.*

- (e) This Agreement shall continue in effect unless and until either party shall notify the other of its intent to terminate this Agreement, with such notice to be given in writing at least ninety (90) days in advance of the proposed termination date. This Agreement shall automatically terminate if and when the JATF no longer administers an apprentice training program under an Iron Workers Local No. 17 collective bargaining agreement.

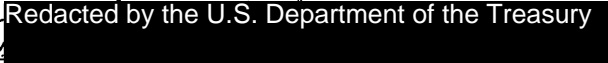
6. In accordance with the provisions of this Agreement, the Trust Agreement and the Plan, the Trustees hereby acknowledge, approve and accept this participation of the JATF as a contributing employer under the Fund.

IN WITNESS WHEREOF, the Trustees of the Fund and the JATF have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

BOARD OF TRUSTEES OF THE  
IRON WORKERS LOCAL NO 17  
PENSION FUND

By:   
(Signature & Title)

JOINT IRON WORKERS (LOCAL  
NO. 17) APPRENTICESHIP  
TRUST FUND

By:   
(Signature & Title)

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## PARTICIPATION AGREEMENT

THIS AGREEMENT, made and entered into on the *12th day of September 2008*, by and between the Board of Trustees (the "Trustees") of the Iron Workers Local No. 17 Pension Fund (the "Fund") and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local No. 17 (the "Union"), each by and through its duly authorized representative:

### WITNESSETH:

WHEREAS, the UNION is a collective bargaining representative for employees of employers who currently contribute to the Fund on behalf of such employees pursuant to a collective bargaining agreement with the UNION;

WHEREAS, the Trustees and the UNION have agreed to permit participation in the Fund by employees of the UNION in order to obtain certain pension and related benefits for such employees from the Fund;

WHEREAS, the Fund's formal pension plan document (the "Plan") and agreement and declaration of trust (the "Trust Agreement") permit such participation in the Fund by such employees;

WHEREAS, the Trustees and the UNION wish to enter into this Agreement to evidence the participation of the UNION as an employer of these employees in the Fund, all pursuant to the terms and conditions of the Plan, Trust Agreement and this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Trustees and the UNION agree as follows:

1. The UNION agrees to be bound by, and hereby assents to, all of the terms of the Trust Agreement, the Plan, all of the rules and regulations heretofore and hereafter adopted by the Trustees, and all of the actions of the Trustees in administering the Fund in accordance with the Trust Agreement, the Plan and any rules and regulations adopted thereunder.
2. The UNION hereby accepts as Employee Trustees the present Employer Trustees appointed under the Trust Agreement and all such succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
3. The UNION hereby accepts as Union Trustees the present Union Trustees appointed under the Trust Agreement and all such succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
4. The UNION shall contribute to the Fund for all of its employees (other than employees who are included in a bargaining unit covered by a collective bargaining agreement as to which (i) welfare benefits were the subject of good faith bargaining and (ii) contributions to the Fund on behalf of these employees were not provided) at an hourly contribution

rate established by the Trustees. Such rate may be changed by the Trustees from time to time (but not more frequently than once every twelve (12) months) in order to provide for the benefits being provided to the UNION's employees; any such change shall be effective upon delivery of written notice thereof to the UNION. The UNION will pay monthly to the Fund said rate for each hour of work by each such employee in the previous month. In the event such employee is compensated on a daily basis, the contribution will be made upon the basis of an eight (8) hour day and in the event such employee is compensated on a weekly or longer basis, the contribution will be made upon the basis of a forty (40) hour week, unless another basis for contribution is agreed to by the Fund. This Agreement amends and supersedes any and all prior agreements of the parties regarding the subject matter hereof and any contributions by the UNION to the Fund made prior to the actual signing of this Agreement are hereby declared to be subject to this Agreement and all of its terms.

5 The UNION and Trustees further agree as follows:

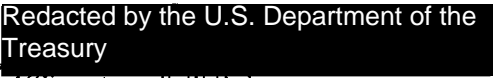
- (a) If the UNION fails to make such contributions to the Fund when due, the UNION shall be liable for all delinquency assessments, interest, costs of collection, court costs and other expenses incurred by the Fund in enforcing payment of the contributions, including reasonable attorneys' fees, and for all such other relief to which the Fund may be entitled under the terms of the Trust Agreement, the Plan or any collective bargaining agreement covering participating employers or as may be otherwise provided by law.
- (b) All such contributions shall be made monthly in such manner as the Fund may require. The Fund shall have the authority to audit the payroll and wage records of the UNION for the purpose of determining the accuracy of such contributions to the Fund.
- (c) Continued participation in the Fund by the UNION shall at all times comply with applicable requirements of this Agreement, ERISA and the Internal Revenue Code and any pertinent rulings and regulations relating to non-discrimination in participation and benefit coverage.
- (d) Payments made by the UNION hereunder shall entitle the UNION employees on whose behalf the payments are made to such benefits as are from time to time established by the Trustees for participants under the Fund's pension plan. All benefits shall be subject to any restrictions, limitations and exclusions established for benefits under the Trust Agreement, the Plan and applicable law, as from time to time in effect. *Effective as of September 12, 2008, the UNION and Trustees hereby adopt the Default Schedule which was published by the Board of Trustees of the Iron Workers Local 17 Pension Fund on August 15, 2008 under the terms of its Rehabilitation Plan as required by the Pension Protection Act of 2006, and this Default Schedule is hereby incorporated by reference hereto into this Participation Agreement between the UNION and Trustees in compliance with the requirements of the Pension Protection Act of 2006.*

- (e) This Agreement shall continue in effect unless and until either party shall notify the other of its intent to terminate this Agreement, with such notice to be given in writing at least ninety (90) days in advance of the proposed termination date. This Agreement shall automatically terminate if and when the UNION no longer administers an apprentice training program under an Iron Workers Local No. 17 collective bargaining agreement.

6. In accordance with the provisions of this Agreement, the Trust Agreement and the Plan, the Trustees hereby acknowledge, approve and accept this participation of the UNION as a contributing employer under the Fund.

IN WITNESS WHEREOF, the Trustees of the Fund and the UNION have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

BOARD OF TRUSTEES OF THE  
IRON WORKERS LOCAL NO 17  
PENSION FUND

By:   
(Signature & Title)

INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING  
IRON WORKERS LOCAL NO. 17

By:   
(Signature & Title)

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