Checklist Item #39	Application for Approval of a Suspension of Benefits Under MPRA
Iron Workers Local 17 Pension Fund	EIN: 51-0161467 Plan No.: 001
Does the application include the most recently updated rehabilitation plan. See section 7.09	The application for the Iron Workers Local 17 Pension Fund includes a complete copy of the Rehabilitation Plan for the Iron Workers Local 17 Pension Fund Effective May 1, 2011. This is the most recent Rehabilitation Plan adopted by the Board of Trustees for the Pension Fund which adopted measures to forestall insolvency. The Alternate Schedule was adopted by the Bargaining Parties effective May 1, 2013. All Participants in the Iron Workers Local 17 Pension Fund are covered under the terms of the Alternate Schedule. The most recent Rehabilitation Plan is attached as IW17PF_742- 751.

REHABILITATION PLAN FOR THE
IRON WORKERS LOCAL 17 PENSION FUND

Effective May 1, 2011

I. Introduction

The Pension Protection Act of 2006 ("PPA") requires the Trustees of a multiemployer pension plan that has been certified by the plan's actuary as being in Critical Status (also known as "Red Zone" status) to develop a Rehabilitation Plan ("Rehab Plan"). On July 29, 2008, the Iron Workers Local 17 Pension Fund ("Pension Fund") was certified by its Actuary to be in Critical or Red Zone status for the plan year beginning May 1, 2008.

Because the Pension Fund is in the Red Zone, the Board of Trustees ("Trustees"), as the Plan Sponsor, was required by law to develop and adopt a Rehab Plan. On August 4, 2008, the Board of Trustees adopted a Rehab Plan to be effective August 15, 2008. The PPA requires that the Schedule(s) included in this Rehab Plan be provided to the bargaining parties within 30 days of the date the Rehab Plan is adopted. The Rehab Plan must be designed, based upon reasonably anticipated experience and actuarial assumptions, to improve the funding levels of the Pension Fund so it is no longer in the Red Zone by the end of the Rehabilitation Period or at such later time as determined by the Trustees. At this time, the Trustees no longer believe, based upon the solvency modeling prepared by the Actuary, that the Pension Fund will ever be able to exit Critical Status. Accordingly, the Trustees are adopting the following schedules to forestall insolvency as allowed under Internal Revenue Code Section 432(e)(3)(a)(ii).

This document details the complete Rehab Plan adopted by the Board of Trustees at their meeting on August 4, 2008 as updated at their meeting on March 1, 2011. The Rehab Plan includes two separate Schedules. These new Schedules will be provided to the bargaining parties for implementation. Under this updated Rehab Plan, the Trustees have adopted two separate Schedules. The first is the "Alternate Schedule" which keeps the current level of benefits and adds a one time contribution increase of $0.50 per hour starting May 1, 2013. The second Schedule is defined as the "Default Schedule" because it reduces "adjustable benefits", as defined below, to the extent necessary in order to avoid the need to increase the current hourly contribution rate allocated to the Pension Fund.

In the past, the Trustees sought to bring the benefit costs into line with the contribution rate already in effect through the reduction and elimination of adjustable benefits. However, with the devastating assets losses caused by the market crash and the loss of contributions due to recession, additional contributions will be needed under this updated Rehab Plan in order to at least forestall the insolvency of the Pension Fund.

II. Required Changes Under the PPA

The PPA requires that once the Pension Fund's actuary certifies that the Pension Fund is in Critical or Red Zone status, a Notice of the Certification of the Critical Status will be sent to all Participants, Beneficiaries, Retirees, the Local Union, Participating Employers and Employers Associations. This Notice was initially sent on August 15, 2008. The Critical Status Notice has been issued each year thereafter in August.

Mandatory Suspension of Lump Sum Benefits

Effective on August 15, 2008, which is the date the Notice of Critical Status was sent, the Pension Fund was no longer able to pay lump sums and similar benefits under the payout restrictions of the PPA.

This restriction generally covers:

1. Any payment, in excess of the monthly amount paid under a single life annuity;
2. Any payment for the purchase of annuities from any insurance company; and
3. Any other payments that the Secretary of Treasury adds to the list by regulation.

Two benefits that were provided by the Pension Fund fall into this restricted category under the PPA. These are the Lump Sum Payment Option and the Pre-Retirement Death Benefit (commonly referred to as the "Return of Contributions Death Benefit"). Effective as of August 15, 2008, as part of the Rehab Plan, the Lump Sum Payment Option was eliminated as a distribution option under this Pension Fund. Additionally, as of August 15, 2008, the Pension Fund will no longer provide the Pre-Retirement Death Benefit referred to as the "Return of Contributions Death Benefit."

Required Changes to Adjustable Benefits

As provided in Article I above, the Trustees have determined that certain "Adjustable Benefits" under the Pension Fund should be modified or eliminated. The term "Adjustable Benefits" generally covers all of the following:

1. Any right to receive a retirement benefit prior to Normal Retirement Age; and
2. Any early retirement benefit or retirement type subsidies including the Early Retirement Benefit and 30 Year Service Pension under this Pension Fund; and
3. All disability benefits not yet in payment status including the Occupational and Total and Permanent Disability Pensions; and
4. All pre-retirement death benefits other than the Qualified Pre-retirement Survivor Annuity; and
5. All post-retirement death benefits that are not part of an annuity form of payment; and
6. All pro rata pensions to the extent that they are contingent on eligibility to receive one of the adjustable benefits under this Pension Fund; and
7. All benefits, rights and features under the Pension Fund that are not otherwise referenced above; and
8. All benefit increases that would not be eligible for a guarantee under ERISA Section 4022A on the first day of Pension Fund's critical year because the increase was adopted less than 60 months prior to May 1, 2008.

The Trustees initially modified and eliminated certain Adjustable Benefits under the Rehab Plan in order to meet the funding improvement requirements under PPA. These remaining Adjustable

Benefits are maintained by virtue of an additional contribution requirement under the Alternate Schedule. The disability pension benefit, which is an adjustable benefit, is now required to be eliminated as part of the Default Schedule included in this updated Rehab Plan. These changes are detailed in the Rehabilitation Schedules under Article IV, below.

III. Rehabilitation Period

The PPA specifies a ten year rehabilitation period to emerge from Critical, or Red Zone, status. For this Pension Fund, the rehabilitation period began May 1, 2010. Under the initial Rehab Plan adopted August 2008, the rehabilitation period was scheduled to end April 30, 2021. The Trustees agreed to this eleven year rehabilitation period because PPA provides for emergence from Critical Status at a date longer than ten years if the Trustees determine that the Pension Fund cannot reasonably be expected to emerge within the ten year rehabilitation period. Due to the significant loss of assets that this Pension Fund experienced during the plan year ending April 30, 2009, the Trustees determined that it was no longer feasible for the Pension Fund to exit critical status under this eleven year rehabilitation period. However, the Trustees elected to delay the update of this Rehab Plan for the plan year beginning May 1, 2009 as allowed under the Worker, Retiree, Employer Recovery Act of 2008 ("WRERA") in order to evaluate the impact of this dramatic asset loss on the current Rehab Plan.

The Trustees worked with the Actuary and Plan Professionals to evaluate the impact of the asset and contribution base losses. After difficult discussions with the bargaining parties in which the future employment projections were reviewed along with the stability and viability of the employers, it was determined that the significant contribution increases necessary to even avoid insolvency were more than the employers and industry in this geographic area could bare. With this said, the bargaining parties also looked at the impact that the contribution increases would have if they were negotiated out of the current base pay and determined that this was also not feasible in light of the rising cost of living facing these employees and their families. After working through all possible funding scenarios, the Trustees determined that the contributions necessary to even maintain the long-term solvency of the Pension Fund without ever exiting Critical Status were not available from any source. In light of this fact, the Trustees determined to adopt this updated Rehab Plan which when adopted forestalls insolvency from the Plan Year beginning May 1, 2025 to the Plan Year beginning May 1, 2026 as allowed by Code Section 432(e)(3)(a)(ii).

IV. Rehabilitation Plan Schedules

The changes under the Rehabilitation Plan will not be effective for any Participant who retired prior to the date the Notice of Critical Status was sent (August 15, 2008). Additionally, these changes do not impact a Participant's benefit at Normal Retirement Age.

Normal Retirement Benefit: All Participants under the Pension Fund are eligible to retire with an **unreduced** monthly pension benefit when they reach Normal Retirement Age. Normal Retirement Age is defined as "the later of age 65 or the age the Participant completes his or her 5th anniversary of participation under this Pension Fund."

A. Alternate Schedule

The Alternate Schedule mirrors the "New Schedule of Benefits" previously approved by the Trustees effective May 1, 2009 with an additional contribution required.

Summary of Contribution Increase under the Alternate Schedule: The one additional change is that under this Alternate Schedule, additional contributions shall be necessary effective May 1, 2013 in the amount of $0.50 per hour. This increases the hourly contribution rate to $10.00 effective May 1, 2013 and thereafter.

Summary of Benefits under the Alternate Schedule:

1. Early Retirement Subsidies Reduced

Effective prior to May 1, 2009, a Participant was eligible to retire with an **unreduced** monthly pension benefit at age 62 and to retire with a **reduced** monthly pension benefit as early as age 55 if he or she has earned at least 10 full Pension Credits. Participants were eligible to receive an increase of one-quarter of one percent (.25%) per month for each full month, or three percent (3.0%) for each full year, worked after age 62 until reaching age 65. The early retirement reduction for a Participant who retires prior to age 62 but after age 60, was one-quarter of one percent (.25%) per month for each full month, or three percent (3.0%) for each full year, he or she retires prior to reaching age 62, but after age 60. For benefits accrued on or after November 1, 2004, the reduction was one-half of one percent (.50%) per month for each full month, or six percent (6.0%) for each full year, that participants retire prior to age 62. For benefits accrued on or after November 1, 2004, the early retirement reduction was one-half of one percent (.50%) per month for each full month, or six percent (6.0%) for each full year, that a Participant retires prior to age 62. The early retirement reduction for a Participant who retires prior to age 60was one-half of one percent (.50%) per month for each full month, or six percent (6.0%) for each full year that he or she retires prior to age 65. A Participant was eligible for an unreduced monthly benefit under the 30 Year Service Pension as early as age 55 for benefits accrued prior to November 1, 2004, and age 58 for benefits accrued after that date, provided her or she had at least 30 years of Vesting Service.

Effective for retirements on or after May 1, 2009, a Participant under the Pension Fund will be eligible to retire with a **reduced** monthly pension benefit when they reach age **58** and have earned at least 10 full Pension Credits. The amount of the reduction depends upon the Participant's age at the time of retirement. For a Participant who retires prior to age 65 but after age 62, his or her pension benefit will be reduced by one-quarter of one percent (.25%) for each full month he or she retires prior to age 65. This results in a reduction of three percent (3.0%) per year. All increases for Participants retiring after age 62 but prior to age 65 remain eliminated.

For a Participant who retires prior to age 62 but after age 58, his or her pension benefit will be reduced by actuarially equivalent reduction factors, as defined in the Plan Document, for each year prior to age 62, plus three percent (3.0%) per year for each year between age 62 and Normal Retirement Age (age 65).

Participants who have at least 30 years of Vesting Service under this Pension Fund will still be able to retire with an **unreduced** monthly pension benefit when they reach age 62.

Below is a comparison of the Early Retirement reduction factors prior to and after the adoption of the initial New Schedule of Benefits under the Rehab Plan:

	Prior Reduction Factors		
Retirement Age	**Accruals Prior to November 1, 2004**	**Accruals After November 1, 2004**	**Reduction Factors Under Rehab Plan***
64	- -	- -	3.00%
63	- -	- -	6.00%
62	- -	- -	9.00%
61	3.00%	6.00%	19.40%
60	6.00%	12.00%	28.50%
59	12.00%	18.00%	36.50%
58	18.00%	24.00%	43.60%
57	24.00%	30.00%	N/A
56	30.00%	36.00%	N/A
55	36.00%	42.00%	N/A

** Reduction factors from age 58 through 61 are calculated based on the definition of Actuarial Equivalence in the Plan Document, and rounded to the nearest tenth of a percent and are interpolated for non-interger ages.*

2. <u>Occupational Disability Benefit Eliminated</u>

Any Participant who becomes Totally and Permanently Disabled and meets the following requirements will still be eligible to receive a Total and Permanent Disability Pension Benefit equal to 80% of his or her benefit at Normal Retirement Age.

The eligibility requirements are:

(a) The Participant must receive a Social Security Award certifying his or her disability; and
(b) The Participant must have earned at least 10 Pension Credits or 10 years of Vesting Service; and
(c) The Participant must have worked in Covered Employment for at least 475 hours in the 24 months immediately preceding the time he or she became Totally and Permanently Disabled.

The Occupational Disability Benefit which allowed a Participant who did not receive a Social Security Award for his or her disability but met the criteria of not being able to perform any employment or self-employment in the building trades to receive 40% of his or her benefit at Normal Retirement Age remains eliminated. Auxiliary disability payments for Participants who fail to timely file applications for disability benefits also remain eliminated.

3. Death Benefits Modified

Under the Pension Fund, survivor benefits will be continued for surviving spouses and other designated Beneficiaries. However, as noted in Article II above, the Pension Fund is no longer able to pay the Pre-Retirement Death Benefit (commonly referred to as a "Return of Contributions Death Benefit") under the payout restrictions set forth in the PPA. Effective August 15, 2008, in the event that a Participant dies prior to retirement, a surviving spouse or surviving Beneficiary will be entitled to receive a Pre-retirement Survivor Annuity. This Pre-Retirement Survivor Annuity is equal to 50% of the Participant's monthly pension benefit calculated with any adjustments necessary based upon the earliest date the Participant could have retired if he or she had survived to that date.

If the Participant was eligible to start receiving any retirement benefit (other than disability) at the time of his or her death, the Participant's surviving spouse or beneficiary will be entitled to begin the 50% monthly benefit payment immediately with any adjustments necessary for the Participant's age and service at that time.

If the Participant was **not** eligible to start receiving any retirement benefit (other than disability) at the time of his or her death, the Participant's surviving spouse or beneficiary will be entitled to begin the 50% monthly benefit payment at the time the Participant would have reached his or her earliest retirement date under the Pension Fund with any adjustments for the Participant's age and service at that time.

4. Payment Options Eliminated

The Normal Form of Payment under the Pension Fund remains as a Joint and 50% Survivor Annuity for married Participants and the Single Life Annuity for single Participants. The Sixty (60) Payment Guarantee remains eliminated for both single and married Participants. The Lump Sum Payment Option remains eliminated as a payment option effective August 15, 2008.

The Qualified Joint and 75% Survivor Annuity remains as an Optional Form of Payment for married Participants as required by federal law. As of January 1, 2009, any married Participant that retires is eligible to elect to receive his or her monthly benefit in the form of a Qualified Joint and 75% Survivor Annuity. This optional form of payment will be actuarially equivalent to the Joint and 50% Survivor Annuity which means the Participant's benefit is actuarially reduced in order to provide the higher 75% survivor payment if the Participant predeceases his or her spouse.

5. Pension Credit Hours Bank Restoration Amendment Eliminated

In May 2006, the Trustees adopted an amendment to the Plan in order to restore the Hours Bank for Participants who were adversely affected by the increase in the hours requirement for earning a Pension Credit that was effective May 1, 2006. The Trustees adopted a restoration rule that increased the Hours Bank for any Participant that maintained the maximum Hours Bank of 1,200 hours during five of the ten years prior to May 1, 2006 to a full bank under the new rule of 1,900 hours. Since this amendment was a benefit increase adopted within the 60 months prior to May 1, 2008, the amendment was eliminated. The amendment remains eliminated under this Alternate Schedule.

B. Default Schedule

The Default Schedule adopts all of the changes in the "New Schedule of Benefits" previously approved by the Trustees effective May 1, 2009 and eliminates additional adjustable benefits effective May 1, 2013, so no additional contribution required.

Summary of Contribution Increase under the Default Schedule: Under the Default Schedule, no additional contributions are required, so the hourly contribution rate remains at $9.50 effective May 1, 2013 and thereafter.

Summary of Benefits under the Default Schedule:

1. <u>Early Retirement Subsidies Modified</u>

   Effective for any Participant that retires on or after May 1, 2013, the Early Retirement Benefits available under this Default Schedule remain the same as those under the Alternate Schedule.

2. <u>All Disability Benefits Eliminated</u>

   Effective for any Participant that retires on or after May 1, 2013, the Disability Pension Benefit is eliminated. This applies for the Total and Permanent Disability Pension along with the Occupational Disability Pension which was eliminated under the initial Rehab Plan.

3. <u>Death Benefits Modified</u>

   Effective for any Participant that dies on or after May 1, 2013, the Death Benefits available under this Default Schedule remain the same as those under the Alternate Schedule.

4. <u>Payment Options Modified</u>

   Effective for any Participant that retires on or after May 1, 2013, the payment options available under this Default Schedule remain the same as those under the Alternate Schedule.

5. <u>Pension Credit Hours Bank Restoration Amendment Eliminated</u>

   Effective for any Participant that retires on or after May 1, 2013, the Pension Credit Hours Benefit definition under this Default Schedule remains the same as those under the Alternate Schedule.

The Trustees are prohibited from adopting any benefit changes after the date this Rehab Plan is adopted that are inconsistent with the terms of this Rehab Plan. Additionally, changes that increase the benefits provided under this Pension Fund are not allowed unless the Fund's actuary certifies that such increases are paid solely from additional contributions and will not adversely affect the ability of this Pension Fund to forestall insolvency as of the date designated in this Rehab Plan.

V. Adoption of the Rehab Plan

The Trustees adopted the initial Rehab Plan in advance of the statutory deadline under the PPA with the anticipation that the bargaining parties would agree to the New Schedule of Benefits and incorporate it in the current Collective Bargaining Agreement between the Steel and Iron Contractors Association and Construction Employers Association of Cleveland and the Iron Workers Local No. 17

Union ("Bargaining Parties") effective immediately. The Bargaining Parties did adopt the New Schedule of Benefits effective August 21, 2008 and also incorporated the initial New Schedule of Benefits under the Collective Bargaining Agreement effective August 1, 2009 through April 30, 2013.

In the future, if the bargaining parties do not adopt one of the Schedules provided under this Rehab Plan prior to the end of the 180 day period following the expiration of the current Collective Bargaining Agreement on April 30, 2013, the Default Schedule will be automatically implemented by the Trustees.

VI. Implementation of the Rehab Plan

The following rules describe how the Rehab Plan will be administered by the Pension Plan, including how the Schedules will be applied to various types of participants and in various circumstances.

A. Pensioners

1. Current Pensioners

Nothing in this Rehab Plan or either of the Schedules will affect the benefits of a Participant who was receiving his or her pension benefit from this Pension Plan as of April 30, 2013.

In the event there is a Participant that submitted a completed retirement application on or before April 30, 2013, however, their pension benefits did not start until after April, 30 2013, that pensioner shall not be affected by the Rehab Plan changes adopted under either Schedule.

2. Future Pensioners

In the case of a pensioner who retires from covered employment and whose pension application is received by the Pension Plan after April 30, 2013, but before a Schedule becomes applicable to the Employer for which he was last employed, his pension will initially be determined in accordance with the benefits in place immediately prior to the adoption of this Rehab Plan. If the Default Schedule becomes applicable (by agreement or imposition) to the Employer for which he was last employed, his pension will be adjusted prospectively to reflect the Default Schedule based upon his age at the time of the retirement.

In the case of a pensioner who retires from covered employment after a Schedule becomes applicable to the Employer for which he was employed, his benefits will be determined in accordance with this Rehab Plan and the Schedule that is applicable to the Employer for which he was employed.

In the case of a pensioner who retires after separating from covered employment, his benefits will be determined in accordance with this Rehab Plan in the same manner as Inactive Participants.

3. Pensioners Returning to Covered Employment

In the case of a pensioner who returns to covered employment, the pension that he was receiving will not be affected by the Schedule applicable to the Employer for which he becomes re-employed. However, any benefits that he earns during his re-employment will be based on the Schedule applicable to the Employer for which he is re-employed.

B. Active Participants

1. Current Actives

Once a Schedule becomes effective for an Employer, the benefits of a Participant who then has one or more hours of service with the Employer will be determined under that Schedule. If the Participant subsequently leaves covered employment, his benefits will be treated under the Schedule applicable to him at the time that his covered employment terminated.

2. Change in Employer

In the case of a Participant who changes employment from one Employer to another Employer and the Schedule applicable to his new Employer is different than the Schedule applicable to his old Employer, his benefits will be determined as follows:

(a) The benefits that he accrued for covered employment with his old Employer will be treated in accordance with the Schedule applicable to that Employer at the time that he accrued the benefits.

(b) The benefits that he accrues for covered employment with his new Employer will be treated in accordance with the Schedule applicable to that Employer at the time that he accrues the benefits.

3. Inactive Participants

In the case of a Participant who has separated from covered employment before May 1, 2013, his benefits will be determined under the Default Schedule.

A Participant will be deemed to have separated from covered employment for this purpose if contributions have not been made for him for at least six (6) consecutive calendar months.

Military Service: A Participant who enters qualified military service within the meaning of Section 414(u) of the Internal Revenue Code and USERRA and returns to covered employment within the time limits set by these laws, and is therefore entitled to vesting and pension credit for his period of military service, shall be treated as an active participant, not as an inactive participant.

Inactive Participant Return to Covered Employment: In the case of a non-retired Participant who separated from covered employment and returns to covered employment, his benefits based on his pre-break covered employment will be determined under the Default Schedule and any benefits that he earns for his post-break covered employment will be based on the Schedule applicable to the Employer for which he is re-employed.

C. Special Implementation Issues

1. Rights of Beneficiary

The benefits of a beneficiary (e.g. surviving spouse) will be determined on the same basis as those of the Participants under this Rehab Plan.

2. Alternate Payees under a QDRO

The benefits of any "alternate payee" under a Qualified Domestic Relations Order (QDRO) will be determined on the same basis as those of the Participant whose pension is divided by the QDRO. If the benefits of the Participant are affected by a Schedule, the benefits of the alternate payee will be likewise affected unless specifically provided otherwise in the express terms of the QDRO.

VI. Monitoring and Updating of the Rehab Plan

On an annual basis, in conjunction with the actuarial valuation, a projection will be done to determine if the Pension Fund is expected to forestall insolvency from occurring earlier than May 1, 2026. During this annual review, the Fund's actuary will reflect the Pension Fund's actual experience for the prior plan year, as well as, expected future experience taking into account changes under this Rehab Plan effective as of a future date. In the event that the Pension Fund fails to meet its annual benchmarks established to keep it on track to meet its solvency objectives, the Trustees will update this Rehab Plan as necessary.

VII. Adoption of the Rehab Plan

The Board of Trustees for the Iron Workers Local 17 Pension Fund indicate their adoption and approval of the aforesaid Rehabilitation Plan effective May 1, 2011 in accordance with the requirements of the Pension Protection Act of 2006 as follows:

UNION TRUSTEES

[redacted]

William Meaden

[redacted]

Richard Jordan

EMPLOYER TRUSTEES

[redacted]

Keith LePage

[redacted]

Gary Knopf

[redacted]

Chuck Fischer