

INTERNATIONAL RECIPROCAL AGREEMENT

FOR BRICKLAYERS AND ALLIED

CRAFTWORKERS – CANADA

HEALTH AND WELFARE FUNDS

**Amended and Restated
January 1, 2014**

INTERNATIONAL RECIPROCAL AGREEMENT FOR BRICKLAYERS AND
ALLIED CRAFTWORKERS – CANADA
HEALTH AND WELFARE FUNDS

WHEREAS, the Trustees of each signatory Welfare Fund or Employee Life and Health Trust acting under separate Trust Agreements, are authorized and empowered to grant and administer health and welfare benefits, under their respective plans, to employees who are or have been represented in collective bargaining by BAC local unions; and

WHEREAS, many employees have been, or are, or may be, from time to time employed by employers under contract to contribute to one of the signatory welfare funds or employee life and health trusts, and at another time employed by an employer under contract to contribute to another of the signatory funds or trusts; and

WHEREAS, many employees may thus lose eligibility for benefits from any signatory fund or employee life and health trust; and

WHEREAS, the Trustees of each signatory welfare fund or employee life and health trust desire to promote the interests and well-being of the fund's or trust's participants by providing coverage for employees who would be eligible for benefits from the fund or trust, had not their hours of covered employment been divided between employers making contribution to two or more such funds or trusts; and

WHEREAS, the Trustees of each such signatory welfare fund or employee life and health trust desire to provide for the implementation of the necessary plan amendments providing for reciprocity and the establishment of procedures to carry out the terms of this Reciprocal Agreement; and

WHEREAS, the Trustees of each signatory welfare fund or employee life and health trust executing this Reciprocal Agreement on behalf of their respective welfare fund or trust represent and warrant that they have been duly authorized to make, execute and deliver this Reciprocal Agreement;

NOW THEREFORE, it is agreed as follows:

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I. DEFINITIONS AND EFFECTIVE DATE

SECTION 1. DEFINITIONS

1. Wherever used in this agreement, the following words shall have the meaning indicated:

- (a) **Agreement:** The International Reciprocal Agreement for Bricklayers and Allied Craftworkers – Canada, Health and Welfare Funds. This Agreement will apply only to work performed in Canada
- (b) **Employer Contribution or Contributions:** The Monies which an employer is duly required by contract or otherwise to contribute to a Participating Trust Fund party hereto for the purpose of providing a plan of benefits for Temporary or Permanent Employees.
- (c) **Participating Trust Fund(s) or Participating Fund (s):** Any jointly administered health and welfare fund, employee life and health trust or flexible benefits fund which is a signatory or a party to this Agreement, and which duly and properly receives or is due Contributions from employers on behalf of Temporary or Permanent Employees within the jurisdiction of a BAC local union.
- (d) **Employee's Home Fund:** A Temporary Employee's Home Fund shall be established under the rules set forth below. If the Temporary Employee cannot satisfy the conditions of these rules, he shall have no Home Fund and shall not be eligible to have contributions transferred pursuant to this Reciprocal Agreement.
 - i. If the Temporary Employee is a member of a BAC local union, his Home Fund shall be the Participating Trust Fund which is operative within the jurisdiction of the local union to which the Temporary Employee is a member if he has been eligible for benefits in the jurisdiction of that Fund during any time in the past six years.
 - ii. If the Temporary Employee does not meet the conditions under the preceding subparagraph (i), his Home Fund shall be the Participating Trust Fund in which the Temporary Employee has currently obtained

eligibility for benefits if the Temporary Employee intends to return to work in the jurisdiction of such fund as soon as work is available. Rules establishing return to work requirements shall be the responsibility of each Participating Fund.

iii. With respect to Temporary Employees who are members of the BAC who are U.S. residents and temporarily employed in Canada within the jurisdiction of any BAC local union (an “American Temporary Employee”), if the member’s visited local union and home local union both participate in the Bricklayers and Allied Craftworkers International Health Fund – Canada (IHF), any transfer of money will be made by the IHF. If the Participating Fund and Home Fund is both signatory to an agreement authorizing transfer of Monies, contributions shall be transferred according to such agreement. **If the IHF or reciprocity is not in effect, all Monies shall be retained by the receiving fund and not transferred.**

- (e) **Permanent Employee:** An employee employed within the jurisdiction of the BAC local union of which he is a member or within the jurisdiction of his Home Fund. Employee Users will access the Electronic System through the Web Portal as set forth in Section 9 and 10 of the Agreement.
- (f) **Temporary Employee:** A traveling employee employed temporarily outside the jurisdiction of his Home Fund which is a party hereto, and within the jurisdiction of another Participating Fund which is also a party to this Agreement. Employee Users will access the Electronic System through the Web Portal as set forth in Section 9 and 10 of this Agreement.
- (g) **Reciprocal Clearinghouse:** the International Office of the BAC shall be the Reciprocal Clearinghouse. All correspondence shall be addressed to:

Reciprocal Clearinghouse
International Union of Bricklayers and Allied Craftworkers
620 F Street, N.W., Suite 700
Washington, DC 20004

The Reciprocal Clearinghouse shall be responsible for receiving signed Agreements and notifications of termination from Participating Funds. The Reciprocal Clearinghouse shall also prepare all approved forms, prepare and circulate proposed amendments to the Agreement and determine when an amendment has passed, maintain a listing of current Participating Funds, forward all material to Participating Funds, and assist Participating Funds in whatever manner possible consistent with this Agreement. It is expressly understood and agreed that the Reciprocal Clearinghouse will serve as a clearinghouse for the exchange of information, approved forms and copies of monthly reports from all Participating Funds for any employee for whom Monies are transferred, and that the Reciprocal Clearinghouse has no discretionary authority or responsibility over administration, control or assets of any fund which participates in this Agreement. In addition, the Reciprocal Clearinghouse will receive and maintain copies of all employee authorization forms.

- (h) **Reciprocal Administrator:** The person appointed by the BAC responsible for the management and administration of the Reciprocal Clearinghouse.
- (i) **Monies:** An amount equivalent to the contributions received by a Participating Fund on behalf of a Temporary Employee.
- (j) **Gender:** Unless otherwise specified, use of the masculine gender shall be understood to include both masculine and female genders.
- (k) **Electronic System:** The electronic system or medium established for processing reciprocity related information and forms in furtherance of this Agreement as designated by the BAC.
- (l) **BACRemit:** An electronic internet-based medium designed to coordinate remittance information and contributions between employers, Assisting Local Unions and Participating Trust Funds.

- (m) **Web Portal:** The Web Portal is an electronic internet based medium consisting of two independent portals: the local union portal and the member portal. The local union portal provides Assisting Local Unions with access to member data, including reciprocity-related information. The member portal provides BAC members with information about their membership, historical contributions and hours reports, and reciprocity-related information.
- (n) **Assisting Local Union:** A local labor union or Administrative District Council (ADC) affiliated with the BAC or accepted as an additional party pursuant to Section 5 which assists in the operation of the Agreement as a facilitator for the exchange of information. It is expressly acknowledged that such assistance is rendered by the local union directly to, and for, its membership (and others) whom it represents as the collective bargaining representative.
- (o) **Non-Employee Users:** Individuals who are not Permanent or Temporary Employees, who are employees, officers or agents of any Home Fund, Participating Fund, the Reciprocal Clearinghouse or an Assisting Local Union, who in the course of their duties will require to access the Electronic System and will access the Electronic System through BACRemit as set forth in Section 9 of this Agreement.
- (p) **BAC:** The International Union of Bricklayers and Allied Craftworkers.

SECTION 2. EFFECTIVE DATE AND PARTIES TO AGREEMENT

Any health and welfare fund desiring to become party to this Agreement shall so notify the Reciprocal Clearinghouse by sending a copy of a properly adopted and signed Agreement to the Reciprocal Clearinghouse by Registered Mail. The effective date of this Agreement as to such a Fund shall be the first day of the month following the date the above-described copy is received by the Reciprocal Clearinghouse. The date this Agreement becomes operative as

between any two Participating Funds shall be the effective date of this Agreement for each such Participating Fund if they are the same or the later of the two effective dates if they are not the same. Each Participating Fund which becomes a party to this Agreement is entering into this Agreement as of the appropriate effective date with all other present and future Participating Funds. No party shall be obligated to transfer any Monies received prior to its effective date under this Agreement.

This Agreement shall be binding upon the parties hereto and any other party who may become signatory hereto by signing a counterpart hereof, with the same force and effect as if such party or parties had been an original party hereto.

SECTION 3. EXCHANGE OF INFORMATION

Each Participating Fund agrees to cooperate in the exchange of relevant information and shall comply promptly with a reasonable written or electronic request, transmitted through the Electronic System of the Reciprocal Clearinghouse for information or data necessary to carry out this Agreement. Each Participating Fund shall collect and receive the employer Contributions due for the work of its Temporary Employees and shall keep separate accounts of these collections. Each Participating Fund shall keep the Reciprocal Clearinghouse advised of its current contribution rate and supply it with a current copy of the Participating Trust Fund's **Employee Booklet, and Canada Revenue Agency Identification Number**. Each Participating Trust Fund shall place notice of its participation in the Reciprocity Agreement in its Employee Booklet and provide reciprocal authorization forms to local unions, Temporary, **American Temporary** and Permanent Employees as soon as practical after becoming signatory to the Agreement or when legally required.

SECTION 4. ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

The Trustees of each Participating Fund agree to take all actions, including amendments to plan documents and the establishment of new practices or procedures, as are necessary to fully implement this Agreement, including the establishment and use of the Electronic System.

SECTION 5. ADDITIONAL PARTIES TO THE AGREEMENT

Any additional parties desiring to become signatory to this Agreement shall so state by Registered Mail to the Reciprocal Clearinghouse. Such statement shall include a copy of the signed Reciprocity Agreement or statement of willingness to participate and shall be properly adopted by the Trustees of the Fund or a duly authorized representative. The effective date for any additional parties becoming signatory to this agreement shall be the first day of the month following the date of the signing of the agreement by the new party and receipt of the signed agreement by the Reciprocal Clearinghouse.

With the approval of the BAC, this Agreement may also be entered into by Trustees of a health and welfare fund or **employee life and health trust**, which provides health and welfare benefits for employees not represented for the purpose of collective bargaining by local unions affiliated with the BAC.

SECTION 6. ELECTRONIC SYSTEM

In order to enhance ease of use, help facilitate the timely transfers of Monies and achieve administrative cost savings, the reciprocal arrangement established through this Agreement shall utilize an Electronic System or medium to process reciprocity related information. Using personal computers or other appropriate devices, Participating Funds, the Reciprocal Clearinghouse, Assisting Local Unions, and both Permanent and Temporary Employees, including American Temporary Employees, who are properly registered can access the Electronic System to enter and exchange information and data relevant to the operation of the Agreement. The Electronic System may be utilized as a method or medium for the actual transfers of Monies between two Participating Funds; it shall also be designed and maintained to help facilitate a decision by two Participating Funds to use the Reciprocal Clearinghouse to electronically transfer Monies.

In order to achieve the uniformity of operation vital to the functionality of the Electronic System, each Assisting Local Union and Participating Fund recognizes that a single, system wide service provider is required. To obtain this necessary uniformity, each participating Fund signatory to this agreement hereby agrees to participate in the Electronic System contracted for by the BAC.

SECTION 7. FUNCTIONS OF THE RECIPROCAL CLEARINGHOUSE

The Reciprocal Clearinghouse shall receive and file from Participating Funds signed Agreements and required notifications of termination. The Reciprocal Clearinghouse shall prepare and circulate in written format proposed amendments to the Agreement, maintain on the **Electronic System** a “listing” of current Participating Funds and current contribution rates, and assist Participating Funds in whatever manner possible consistent with the purpose and intent of this Agreement.

It is expressly understood and agreed that the Reciprocal Clearinghouse will serve as a facilitator and clearinghouse for exchange of information and approved forms, but that neither Reciprocal Clearinghouse nor the Reciprocal Administrator shall have any discretionary authority, control or responsibility over (i) the management, administration, or assets of any Participating Fund, or (ii) the administration of the Agreement by any Participating Fund.

Consistent with this express limitation, the Reciprocal Clearinghouse shall also serve as a facilitator and clearinghouse for the **Electronic System**, including, (1) helping to educate the service provider about the Participating Funds, the masonry construction industry, and the Agreement and operations relating thereto; and (2) helping to educate and inform Participating Funds, Assisting Local Unions, and Employees regarding the use and applications of the **Electronic System**.

SECTION 8. CONFIDENTIALITY OF EMPLOYEE INFORMATION

(a) All Non-Employee Users of the **Electronic System** (Home Funds, Participating Funds, Assisting Local Unions, the Reciprocal Clearinghouse, and their employees, officers or agents) shall be obligated to **comply with applicable privacy law** and maintain the confidentiality of information derived from the Electronic System concerning an Employee (such as name, address, Social Security or Social Insurance Number, an Employee’s own log-in information for the Electronic System, information submitted with reciprocal transfers pursuant to Section 13 below and **any other personal information that is protected by applicable privacy law**), except to the extent such information is utilized in furtherance of the operation of the Agreement and is consistent with applicable law. The **Electronic System**

service provider shall likewise be obligated (as more specifically set forth in the contract between the service provider and the BAC) to maintain the confidentiality of such information and comply with applicable privacy law.

BAC members' information protection and security shall be maintained. Member's information shall not be copied, accessed, changed, deleted or transmitted without the members' authorization. Such information should always be secured with limited access by authorized personnel and should only be accessed when required to complete or execute requests on behalf of the member. All data is required to be transmitted over a secure medium and encrypted whenever possible.

II. OPERATION OF RECIPROCAL AGREEMENT

SECTION 9. USERS ACCESS TO THE ELECTRONIC SYSTEM

Users shall acquire access to the **Electronic System** in the following manner: **Employee Users must follow the procedures, and must agree to the terms and conditions, set forth in Section 10, below; and Non-Employee Users must follow the procedures** as well as agree to the terms and conditions, set forth herein, whereby each such user shall: (a) obtain a user login and password from the BAC for the WEB Portal (if an employee, officer or agent of Assisting Local Union) or for BACRemit (if an employee; officer or agent of Home Fund, Participating Fund, or The Reciprocal Clearinghouse); and (b) agree by electronic signature, upon initial login and annually thereafter, to properly maintain the confidentiality of information concerning an employee. The Record of the electronically signed confidentiality agreement shall be available to the Assisting Local Union and to the Reciprocal Clearinghouse. Thereafter, access to the **Electronic System** shall be available on a personal computer or other appropriate device with an internet connection by use of the user login and password described above.

SECTION 10. HOW AN EMPLOYEE ELECTS RECIPROCITY

To be eligible for reciprocal transfers under this Agreement, an **Employee:**

- (a) **Must** register for a Web Portal account or appear at his Home Fund, a Participating Fund, or an Assisting Local Union after presentation of valid photo identification; and

- (b) **Must** agree in writing through a written confirmation, as specified below (the “Employee Confirmation”) and electronically (via the Electronic System) to:
 - (i) the terms of use of the Web Portal and Electronic System; (ii) the legally binding effect of his utilization of an electronic signature; and (iii) an approved authorization and release (the “Reciprocal Authorization and Release”) regarding reciprocal transfers under the Agreement.

The approved Reciprocal Authorization and Release shall contain an authorization whereby the employee elects to participate in the reciprocal system as well as a release (waiver) by the employee, releasing all Participating Funds and their trustees from any claim or claims by the employee, or anyone making a claim through him, based upon the Contribution made after the effective date of the Reciprocal Authorization and Release. The approved Reciprocal Authorization and Release shall also contain an express consent to the dissemination of information concerning the employee, such as name, address, Social Security or Social Insurance Number, information submitted with reciprocal transfers pursuant to Section 13 below, and any other personal information protected by applicable privacy legislation as may be required to effect the purpose of this Agreement (but not including an Employee’s Web Portal log-in information which may only be provided to authorized users of the Web Portal and Electronic System. The approved Reciprocal Authorization and Release shall also specify that it is a blanket authorization and release which will provide for the reciprocal transfers of Monies to his properly (that is, with Home Fund(s) acceptance) designated Home Fund(s) from any and all Participating Fund(s) in whose area the employee is, or may in the future be, working as a Temporary Employee, unless and until the Employee thereafter utilizes the Electronic System to expressly cease the transfers of Monies.

At the time of registration, the employee shall be required to accept the Electronic System’s term of service, which includes acknowledgement that use of the employee’s username and password used to access the site constitutes the employee’s electronic signature.

Thereafter, he shall be entitled to access the Electronic System on any personal computer or other appropriate device with an internet connection, by use of his Web Portal login and password.

SECTION 11. EFFECT OF ELECTION ON PARTICIPATING FUND

As of the first day of the month in which an employee registers signs, either electronically or physically, the Reciprocal Authorization and Release, and designates his Home Fund(s) (if the Home Fund(s) later accepts that designation), and anytime thereafter, the Participating Fund shall keep a separate account of collections of Employer Contributions remitted for the work of the Temporary Employee or American Temporary Employee and transfer to the employee's Home Fund an amount of money as prescribed under Section 12 on behalf of the Temporary Employee or American Temporary Employee for work performed from the first day of the month in which the signed Reciprocal Authorization and Release is received by either the administrator of the Participating Fund or by a person designated by the Participating Fund to receive such form. An earlier effective date for the transfer of Monies may be established by the Trustees of a Participating Fund.

SECTION 12. AMOUNT TRANSFERRED TO HOME FUND

Each Participating Fund shall transfer required Contributions to the Employee's Home Fund as soon as feasible within a period of thirty (30) days following receipt of the request for transfer. Subsequent transfers of money to the Home Fund shall be made on at least a monthly basis or more often if mutually agreed to by the parties to this Agreement.

It is understood by the parties to this Agreement that the Participating Trust Fund shall remit Monies to the Home Fund based on hours paid and reported to the Participating Trust Fund multiplied by the straight-time current contribution rate in the Home Fund, except that a Participating Trust Fund shall not be required to transfer funds at a contribution rate greater than the current rate of the Participating Trust Fund.

The current contribution rate shall be defined as the prevalent rate currently being paid within the jurisdiction of the Participating Fund for the Temporary Employee's job classification.

There shall be no administrative fee charged by a Participating Fund for the transfer or for any other reason.

SECTION 13. INFORMATION SUBMITTED WITH TRANSFERS

Each Participating Trust Fund shall, at the time of making any remittance, submit to the Home Fund, via the Electronic System a report which shall include the following information for each Temporary Employee:

- (a) Name
- (b) Social Insurance Number or Social Security Number
- (c) Work month reported
- (d) Number of hours contributed for in the month
- (e) Employer name
- (f) Total Monies being transferred

SECTION 14. HOW A TEMPORARY EMPLOYEE STOPS TRANSFERS

Once a Temporary Employee is registered on the Electronic System through his Web Portal account, he may thereafter modify his registration or request a cessation of reciprocal transfers by accessing his online account through either his Web Portal account and filing a cessation notice or by appearing at or submitting a written request for cessation to his Home Fund, any Participating Fund or any Assisting Local Union. A cessation stops all transfers of **Contributions initiated after the effective date of the cessation notice. Transfer requests filed and processed, but not completed prior to the effective date of the cessation notice, shall be completed in accordance with this Agreement.** Any such cessation in the transfer of Monies shall become effective on the last day of the month the request is inputted on the Electronic System or is received by his Home Fund, any Participating Fund or any Assisting Local Union. An Employee who requests a cessation shall not be eligible to restart transfers or designate a new Home Fund(s) and have Monies transferred so long as he works in the area of the same Participating Fund(s) where he was working when he requested a cessation.

If an employee's file is accessed on the Electronic System without the use of that particular employee's Login, any modification and/or cessation as outlined above shall be valid only if an approved employee confirmation of such action (an "Employee Confirmation of Modification and/or Cessation") is printed and signed by the employee after presentation of valid photo identification and is filed at the Home Fund, Participating Fund or Assisting Local Union where such access occurs. The employee shall be given a copy of his signed Employee Confirmation of Modification and /or Cessation.

SECTION 15. WHEN RECIPROCITY IS NOT IN EFFECT

If a Participating Trust Fund receives Contributions with respect to a Temporary Employee's employment, reciprocity is not in effect and the Contributions thus received shall be applied in accordance with the Participating Trust Fund's provisions, if:

- (a) The Temporary Employee has not signed the Reciprocal Authorization and Release or has not executed and had filed an Employee Confirmation, as provided in Section 10, or
- (b) No Home Fund as defined in Section 1 (d) has been established by the Temporary Employee or if established, it is not a party to this Agreement, or
- (c) The Temporary Employee is eligible for and has completed the necessary enrollment forms for benefits in the Participating Trust Fund, or
- (d) A cessation under Section 14 is in effect.

SECTION 16. TREATMENT OF MONIES RECEIVED BY HOME FUND

All Monies forwarded pursuant to this Agreement to the Trustees of the Home Fund of a Temporary Employee shall be treated as the equivalent of Contributions to that Home Fund and shall be applied in accordance with said Home Fund's provisions. Neither the Participating Fund nor its Trustees forwarding Monies to the Home Fund shall have any responsibility for the application of the Monies by the Home Fund.

SECTION 17. RETURN OF CONTRIBUTIONS RECIPROCATED IN ERROR

All Monies received by a Participating Fund when reciprocity is not in effect under Section 15 of this Agreement or are received by a Participating Fund in error, shall be returned to the Participating Fund that transferred the Monies with an explanation of the reason for return. The Participating Fund receiving a return of Monies pursuant to this provision shall treat the Monies as the equivalent of Contributions to that Participating Fund in accordance with Section 16 of this Agreement. Neither the Participating Fund nor its Trustees returning Monies to the transferring Participating Fund shall have any responsibility for the application of the Monies by that Participating Fund.

The manner of crediting its respective Contributions received on behalf of members employed temporarily elsewhere shall be counted by the Home Fund on an equitable basis, considering the relationship between the Participating Fund and the contribution rate in the Home Fund. For example, the credited hours for each hour for which Monies are transferred shall be proportional to the Home Fund's regular credited hours based on the relationship between the Home Fund contribution rate and the contribution rate received from the Participating Fund.

All payments forwarded pursuant to this Agreement to the Trustees of the Home Fund of a Temporary Employee or an American Temporary Employee shall be deemed Contributions to that Home Fund as if made directly by the Employer to said Home Fund, and shall be applied in accordance with said Home Fund's provisions. Neither the Trustees nor the Participating Trust forwarding payment to the Home Fund shall have any responsibility for the application of any payment forwarded to the Home Fund.

III. LIMITS OF LIABILITY AND RESPONSIBILITY

SECTION 18. LIABILITY FOR CONTRIBUTIONS

No party shall be liable to any other party for any sum whatsoever except to the extent Contributions made on behalf of Temporary Employees are in fact collected and received. All Participating Trust Funds shall make every reasonable effort to collect all Contributions due, as required by applicable provincial law. The Trustees of each Participating Fund agree to cause investigation to be made upon request of the Trustees of any other Participating Fund to determine whether Contributions as required have been made on behalf of Temporary Employees. However, a Temporary Employee's Home Fund shall have no responsibility to take any action to enforce the terms of any collective bargaining agreement requiring Contributions to another Participating Trust Fund.

SECTION 19. EMPLOYER LIMITATION

No employer shall be considered a contributing employer in any Participating Fund or Funds other than the Fund or Funds to which he is bound to contribute pursuant to the terms of an agreement which he has signed or assented to.

SECTION 20. WAIVER OF LIABILITY

It is expressly understood and agreed that none of the **Participating** Funds assumes any of the liabilities or obligations of the other **Participating** Funds. Each **Participating** Fund shall be liable solely and exclusively for health and welfare benefits due under its own plan and no **Participating** Fund shall be liable for the acts or omissions of another Participating Fund. It is expressly understood and agreed that none of the Assisting Local Unions assumes any of the liabilities or obligations of the Participating Funds.

SECTION 21. **NO BAC**, RECIPROCAL CLEARINGHOUSE, RECIPROCAL ADMINISTRATOR, OR ASSISTING LOCAL UNION LIABILITY; LIABILITY OF THE **ELECTRONIC SYSTEM** SERVICE PROVIDER

None of the BAC (its officers, employees or agents, including the Reciprocal Clearinghouse and the Reciprocal Administrator), any Assisting Local Union (its officers, employees or agents), or shall in any way be responsible or liable for the payment of benefits, the transfer of Monies, the accuracy or completeness of written reports or any data contained on the Electronic System, or any acts and omissions of any Participating Fund (its trustees, employees or agents). Further, none of the BAC (its officers, employees or agents, including the Reciprocal Administrative Office and Reciprocal Administrator), or any Assisting Local Union (its officers, employees or agents), shall have any financial or legal liability with regard to transactions between Participating Funds pursuant to this Agreement or with regard to the administration of the Agreement. Liability issues relating to the Electronic System service provider shall be governed by the Contract entered into by the service provider and the BAC.

SECTION 22. ACCEPTANCE OF WRITTEN DOCUMENTS

The Trustees of each **Participating** Fund shall be fully protected in acting upon any instrument, certificate, report, or paper in writing or on the **Electronic System** believed by them to be genuine; and the Trustees of each **Participating** 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.

IV. OTHER PROVISIONS

SECTION 23. EFFECT ON OTHER RECIPROCAL AGREEMENTS

This Agreement shall supersede any existing or future reciprocal agreement in effect between two or more Participating Funds requiring transfers of money to a Home Fund. **Notwithstanding the foregoing any reciprocal agreement that has been created to enable cooperation between the separate Participating Trust Funds operating in the jurisdiction of a single merged BAC local union or single BAC Administrative District Council shall remain unaltered by this agreement.**

SECTION 24. AMENDMENT PROCEDURES

This Agreement may be modified or amended at any time by written approval of a proposed amendment or modification by a simple majority of all voting Participating Funds. The Reciprocal Clearinghouse shall prepare and circulate proposed amendments, tabulate all votes on amendments, and report the results to the Participating Funds. Notwithstanding the above, **Participating** Funds have the option of adopting this Agreement inclusive of Appendix 1. If the Agreement in effect between two Participating Funds contains Appendix 1, its terms shall govern.

SECTION 25. PLAN TERMINATION OR LOSS OF TAX-EXEMPT STATUS

In the event a Participating Fund shall terminate **its benefit plan** or lose its tax status **as a qualifying Health and Welfare Trust or an Employee Life and Health Trust for purposes of the Income Tax Act**, its participation in this Agreement shall automatically terminate **as of the effective date of termination or loss of tax status, as applicable**. It shall be the responsibility of that **Participating** Fund to notify the Reciprocal Clearinghouse of said termination or loss of tax status. Notice in writing by Registered Mail shall be given prior to or immediately following the date of either occurrence.

SECTION 26. TERMINATION OF RECIPROCAL AGREEMENT

Any Participating Fund may terminate its participation in this Agreement by giving written notice by Registered Mail to the Reciprocal Clearinghouse if the notice is received at least one hundred and eighty (180) days prior to the end of any calendar year. In such event, termination shall become effective with respect to Contributions attributable to work performed in the next succeeding calendar year; but transfers shall be received or made by said Participating Fund in accordance with this Agreement with respect to Contributions attributable to work performed in the calendar year during which such notice of termination is given.

SECTION 27. RESOLUTION OF DISPUTES

Any dispute, disagreement or question between the Participating Funds arising out of this Agreement shall first be referred to the Reciprocal Clearinghouse and notice shall be given to any other parties to the dispute. The Participating Fund giving such notices must mail the

notice within 180 days of the cause of the dispute, disagreement or question arising out of the Agreement. For any notice mailed after this 180-day period, the Participating Fund must demonstrate that it exercised reasonable diligence in discovering the dispute, disagreement or question arising out of this Agreement. Any other notice mailed after this 180-day period shall be untimely and not covered by this Agreement. If the dispute is not satisfactorily resolved within sixty (60) days from the time notice thereof shall have been given to all parties, it may be submitted to an arbitrator if requested in writing by either Participating Fund to the IMI Disputes Settlement Plan (the “IMI”) for binding determination. The agreement of the parties or decision of the IMI dispute resolution process and any award shall be final, binding, and conclusive upon the parties to the dispute and it may be enforced in any court of competent jurisdiction.

Rules concerning procedures for the resolution of disputes under this section including arbitration shall be promulgated by the Reciprocal Clearinghouse.

Any notice given pursuant to this section must be mailed to the regular post office address of the Participating Fund to which it is sent by Registered Mail, Return Receipt Requested, and a copy sent to the Reciprocal Clearinghouse.

SECTION 28. SEVERABILITY

In the event that any of the provisions of this Agreement shall be adjudicated invalid or unenforceable, such legislation or adjudication shall not affect or impair the validity of the other and remaining provisions of this Agreement, and such other remaining provisions of this Agreement, shall remain in full force and effect.

SECTION 29. APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with applicable Canadian federal and provincial law.

SECTION 30. RIGHTS LIMITED TO PARTICIPATING TRUST FUNDS

Anything herein to the contrary notwithstanding, no person other than the Participating Funds which are parties hereto shall have any right, title or interest under or in this

Agreement, or shall have any right to bring any action or proceeding against any party hereto, or shall be or be deemed to be a third party beneficiary hereto.

V. SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned Trust, by the signatures of its duly authorized Trustees, hereby becomes a party to and adopts this Reciprocity Agreement, The International Agreement for BAC Health and Welfare Funds, and agrees to be bound by its terms and provisions. It is understood that each Fund becoming signatory hereto is entering into this Agreement with each other Participating Fund. The undersigned Trustees hereby represent and warrant that they have the authority under their trust agreement to sign, execute and implement this Agreement and are doing so pursuant to a binding vote of the Trustees.

- Yes, the fund signatory below, hereby adopts Appendix 1
- No, the fund signatory below, does not hereby adopt Appendix 1

NAME
OF WELFARE FUND: _____

CANADA REVENUE
AGENCY IDENTIFICATION
NUMBER: _____

BY
UNION TRUSTEES

BY
EMPLOYER TRUSTEES

DATE: _____

Administrator Name: _____ Phone: _____

Admin. Address and
Email: _____

Current
Contribution Rate: _____ Effective Date of Rate: _____

BAC Local
Union(s) Covered: _____ Jurisdiction: _____

Return To: Reciprocal Clearinghouse
International Union of Bricklayers and Allied Craftworkers
620 F Street, N.W., Suite 700
Washington, DC 20004

VII. QUESTIONS AND ANSWERS OUTLINING THE
BAC HEALTH AND WELFARE RECIPROCAL AGREEMENT

1. What type of agreement – money-follows-the-member or some other combination?

- A. The agreement allows for transfer based on the lower contribution rate in effect in either the Temporary Employee’s Home Fund or Participating Fund. This agreement is a baseline agreement under which funds must transfer the lesser of the rates.

However, funds may sign on to a supplemental agreement – Appendix 1 – which allows for money-follows-the-member based on the contribution rate in the Participating Fund. Both funds must be signed to the supplemental agreement to take advantage of it.

2. Is the agreement open-ended or are individual agreements from fund to fund required?

- A. The agreement is an open-ended agreement, with each fund participating from the first of the month following the month in which it signs the agreement with each other fund signatory to the agreement.

3. How is an employee's Home Fund defined if he is a member of a BAC local union or if he is a non-member?

- A. The employee's Home Fund is the Participating **Trust** Fund or Funds operating within the jurisdiction of the BAC local union of which the employee is a member if he has been eligible for benefits in the jurisdiction of that fund during any time in the past six years.

If the employee (a) is not a BAC member, (b) is a BAC member but his local union does not participate in a fund, or (c) is a BAC member and he is not a participant or was not eligible for benefits from his Home Fund at any time in the past six years, then his Home Fund is the Participating Fund in which he has currently obtained eligibility for benefits if he intends to return to work in the jurisdiction of that fund as soon as work is available.

4. How is the agreement activated for a traveling employee, and how is the Home Fund identified?

- A. To activate the agreement a Temporary Employee must first register on the Electronic System through his Web Portal account. During this registration process the employee should indicate his Home Fund, as outlined in question #3. Once the registration process has been completed and the employee's designated Home Fund has accepted home-fund designation, a Reciprocal Authorization and Release will be placed on file on the Electronic System and must be accepted and used by all Participating Funds as the employee's choice of Home Fund. Transfers of Monies will be effective from the first day of the month in which the employee has registered on the Electronic System and designated his Home Fund choice.

NOTE: Temporary Employees must remember that when they have created a Reciprocal Authorization and Release that it will always be in effect when they travel until modified or cancelled by them. For Temporary Employees who already have a Reciprocal Authorization and Release on file with the Reciprocal Clearinghouse these authorizations will migrate to the Electronic System and any transfers reciprocated thereunder will continue.

5. Can a traveling employee stop transfers to his Home Fund once they have registered their Reciprocal Authorization and Release on the Electronic System?

- A. A traveling employee may stop transfers by logging-on to the Electronic System and processing a cessation form or modifying their registration file. He will not be allowed to select another fund for transfers while continuing to work in the Participating Fund's jurisdiction where employed at the time of filing a cessation form or modifying their Home Fund selections.

6. How often is money transferred - monthly or at the end of the year?

- A. Transfers will take place at least monthly, with transfers due as soon as practical following the end of the month for which contributions are earned and received. Remittance forms will be submitted from fund to fund over the **Electronic System**, indicating the employee's name, Social Security Number and/or Social Insurance Number, the month in which hours are worked, total hours, hourly rate transferred, and total amount of money transferred. Funds will simultaneously mail or transmit via an ACH the payment to cover the remittance report sent via **Electronic System**. **ACH payments may be made through the Electronic System.**
7. What rate is to be transferred - must interest be included?
- A. An amount based on the employer contribution received multiplied by the straight-time current contribution rate in the Home Fund shall be transferred to the Home Fund, except that the Participating Fund is not required to transfer funds at a greater rate than its own. However, if Appendix 1 is adopted by both funds, the amount transferred is to be the exact amount received on behalf of the employee. There will be no interest transferred.
8. Are Participating Funds allowed to impose an administrative charge?
- A. No. The cost of transferring funds should be no greater than the cost of establishing records for a participant, so no charge is warranted.
9. What happens if money due to a Participating Fund is not collected from an employer?
- A. The agreement will be effective only for hours worked and collected. However, this will not relieve the trustees of a Participating Fund from carrying out their fiduciary duty of making every effort to collect money due the Participating Fund.
10. How are hours to be credited for eligibility purposes?
- A. Hours will be credited at the discretion of the Home Fund.
11. Are there any reporting and disclosure requirements for Participating Funds?

- A. Participating Funds are required to place a notice of participation in the reciprocal agreement in their **employee booklet** as soon as practical after signing the agreement. Also, when **Participating** Funds provide annual benefit reports to employees, they are strongly encouraged to advise the employees of money and hours transferred pursuant to the reciprocal agreement. Notifying employees of reciprocal transfers will help to avoid any confusion later on regarding the amount of money transferred.

12. What is BAC's role in the agreement?

- A. BAC will serve without payment as the Reciprocal Clearinghouse and perform functions similar to those done in connection with the Pension Reciprocal Agreement. These responsibilities include receiving applications for participation, processing amendments, preparing and distributing forms, working with the **Electronic System** service provider to develop and maintain the **Electronic System**, maintaining a list of Participating Funds, and supplying this information to the Participating Funds and **Assisting** Local unions, **including through the Electronic System**.

13. How does Appendix 1 become effective?

- A. Appendix 1, which requires the Participating Fund to remit all contributions to the Home Fund, is only effective if both the Home Fund and the Participating Fund have signed it. If one Fund has signed Appendix 1 and the other has not, this baseline agreement will be in effect, and the amount transferred to the Home Fund shall be based on the hours paid and reported to the Participating Fund multiplied by the straight-time contribution rate in the Home Fund, but not higher than the contribution rate in the Participating Fund.

14. What happens if an Employee registers the form to begin the transfer of contributions in the middle of the month?

- A. The contribution will be reciprocal starting the first of the month in which the **Reciprocal Authorization and Release** is completed. For example, if an

employee registers on January 15, all contributions beginning January 1 should be sent to the Home Fund.

VIII. TYPICAL OPERATION OF THE BAC HEALTH & WELFARE

RECIPROCAL AGREEMENT

1. To be able to have money transferred a traveling employee **must first register** with the **Electronic System through the employee's Web Portal account.** Initial registration must be done in person (with photo identification) at an Assisting Local Union or a Participating Fund office **or by electronically signing a Reciprocal Authorization and Release on the Electronic System, which authorization will be verified by the Home Fund.** As part of this registration, the traveling employee should make his selection of Home Fund. **If the traveling employee registers at an Assisting Local Union or Participating Fund office,** a confirmation copy of the employee's initial registration **must be printed out and signed** by the employee and shall be maintained by the Assisting Local union or Participating Fund office where the registration took place. A copy of this signed registration confirmation should also be given to the employee. After his Home Fund or Funds has accepted the employees Home Fund designation(s), a **Reciprocal Authorization and Release will be placed in his file on the Electronic System.** **If the traveling employee electronically signs a Reciprocal Authorization and Release on the Electronic System, the Assisting Local Union and Participating Fund office shall be notified through the Electronic System and, once the employee's participant is verified, will maintain a physical copy of the authorization.** Such authorization will remain in effect until modified or permanently cancelled through the filing of a cessation notice. After the initial registration the employee **will be able to access his historical contributions, authorization forms** and permanently cancel his Home Fund or Funds designation(s) through the filing of a cessation **notice,** using the **Web Portal** from any **internet** connection.
2. A Participating Fund or Assisting Local Union at the time of referral for employment should ascertain whether the employee desires to have his health

and welfare money reciprocated back to the employee's selected Home Fund or Funds by checking to see if the employee is registered on the **Electronic System** and viewing the employee's **Reciprocal Authorization and Release**. If the employee is not registered on the **Electronic System** and wishes to have their money reciprocated back to their Home Fund, the Participating Fund or the Assisting Local Union official should assist the employee in getting registered on the **Electronic System** as outlined in #1 above. Assisting **Local** Union officials handling the referral procedure should be familiar with the Agreement procedures.

3. After the Participating Fund or Assisting Local Union official determines that the employee wishes to have his money reciprocated and is already registered on the **Electronic System** or has assisted him in getting registered on the **Electronic System**, the person assisting the member should notify the plan administrator of the Participating Fund and the Assisting Local Union to which the traveling employee has been referred to. This notification should also be simultaneously sent to the employee's Home Local Union and to his designated Home Fund or funds.
4. The Participating Fund plan administrator, upon notification that an employee has been referred to work and is registered on the Electronic System, should prepare to forward the number of hours for which contributions have been received and determine the appropriate amount of money to be sent to the employee's Home Fund. Typically the Participating Fund contribution rate will be sent. However, if both funds are not signed to Appendix 1, then the lower of either the Home Fund or Participating Fund rate is sent.
5. The Home Fund plan administrator, upon notification by the Assisting Local Union or Participating Fund will know to expect Contributions on the employee's behalf and prepare to receive them.

6. A plan administrator upon notification that an employee has selected his fund as their Home Fund during the employee's registration on the **Electronic System**, checks to see if the employee is eligible to have money transferred to the selected fund or funds. The employee is eligible if he is a member of the local union covered by the fund and has been eligible for benefits under the fund at any time during the past six (6) years. Only if the employee does not meet this condition may he then designate a fund from a local union in which he is not a member but in which he has current eligibility and intends to return to work in the area as soon as work is available. The administrator may wish to check with the employee's local union fund if he is a BAC member of another local union to see if the employee has been eligible at any time in the past six years in his home local union fund. If this is the case, the employee may not name your fund as his Home Fund. The designated Home Fund administrator *immediately* provides electronic approval indicating if the employee is eligible or not and transmits it back to the Participating Fund via the **Electronic System**. If the employee is eligible, then a **Reciprocal Authorization and Release** is created on the **Electronic System**, which will be used by all Participating Funds where the employee works, to send his health and welfare money back to the employee's designated Home Fund.
- 7A. *If the employee is not eligible for reciprocity*: If the designated Home Fund plan administrator denies the Home Fund designation and the employee has provided an e-mail address, the **Electronic System** will automatically notify the employee that monies will not be transferred back to the Home Fund he designated; but the monies contributed will be credited on his behalf to the Participating Fund pursuant to its rules. The Home Fund denying Home Fund designation is required to mail a notice (**only when an employee does not have on file an e-mail address**) to the employee at his home address on file with **Electronic System** outlining why Home Fund designation has been denied to the employee.

7B. ***If the employee is eligible for reciprocity:*** When contributions are received on the employee's behalf in the Participating Fund, the administrator of the Participating Fund lists the employee's name, SSN and/or SIN number (for Canadians), the month in which hours are worked, total hours worked, hourly rate contributed, and the total monies being transferred on behalf of the employee. The administrator then completes a report filling in all required information, set forth above, and **transmits the form via the Electronic System** and **simultaneously mails or transmits via an ACH** an amount of money equal to ***all required*** contributions received to the employee's Home Fund, as designated on his **Reciprocal Authorization Release** on file with the **Electronic System**, for ***each*** month worked. There is no administrative charge allowed under the agreement. ***Each month must be done separately, immediately after contributions for the month are received.*** Checks and/or ACH transfers should be made payable to the legal name of the Home Fund and not the local union or the fund administrator.

8. The employee's designated Home Fund receives the payment, records the number of hours for the month in which they were earned, and credits the money pursuant to its rules.

9. This process is repeated for ***each*** month until the employee has no contributions made on his behalf.

10. ***Process to file a cessation:*** An employee may file on the **Electronic System** a **cessation notice**. The **notice** may be processed through the Participant Login Page on the **Electronic System**. An employee uses a cessation if he is currently employed and having money sent to their designated Home Fund or Funds and wishes to stop one or all transfers now and when traveling in the future. **Employee may restart transfers by signing a new Reciprocal Authorization and Release.**

11. ***Process to Modify an Employees Registration File:*** An employee may modify his Registration on file at any time after he has completed their

initial registration by logging on to **Electronic System** through the **Web Portal**. Through this process the employee may keep the **Electronic System** up to date with his mailing address, e-mail address, phone number and changes in his designation of Home Fund or Funds. Any changes to the member's home address and phone number must be approved by the home Local Union before taking effect in the Electronic System. Any changes to Home Fund designations will require the normal Home Fund confirmation process in #6 above before there will by any change to the employees **Reciprocal Authorization and Release**. Modifying an employee Home Fund designation while currently employed and having money transferred under reciprocity will require the current Participating Fund or Funds to stop where they are currently sending money. If an employee is currently employed and is having money transferred back to his currently designated Home Fund and wants to both **immediately stop the current transfers** and **select a new Home Fund** he will first have to file a Cessation to stop the transfers and then he **will have to** modify his Home Fund designation to his **new designation**.

NOTE: IT IS IMPORTANT THAT EACH STEP IN THE PROCESS BE COMPLETED IN THE LEAST AMOUNT OF TIME POSSIBLE TO ENSURE THE SMOOTH OPERATION OF THE AGREEMENT.

OTHER RESPONSIBILITIES OF THE PLAN ADMINISTRATOR

12. Announcement of the funds' participation in the reciprocal agreement should be placed in the employee booklet as soon as possible. Administrators are also strongly encouraged to supply their plan participants with an annual statement showing the hours and money transferred pursuant to the reciprocal agreement. Notifying participants will help avoid any confusion at a later date as to the proper amount of money transferred.

13. Keep the Reciprocal Clearinghouse advised of the current contribution rate or any changes or problem affecting reciprocity.

THE APPLICATION OF THE BRICKLAYERS AND ALLIED CRAFTWORKERS HEALTH AND WELFARE RECIPROCAL AGREEMENT TO THE U.S. HEALTH AND WELFARE FUNDS

1. For all transfers between Canadian and U.S. Funds Employees will be required to provide **both** the U.S. “Social Security Number” and the Canadian “Social Insurance Number” when registering on the Electronic System.
2. Those Canadian Health and Welfare Funds, which have only union trustees which is permissible under Canadian labor laws, **will satisfy the requirements of** Section 1(c) of agreement as a **Participating Fund**.
3. The requirement of Section 25 of the agreement that a Fund notify the Reciprocal Administrator of a loss of tax status **recognizes that Canadian Funds are not tax registered but are required to maintain their status as either a qualifying Health and Welfare Trust under the Canada Revenue Agency Income Tax Bulletin IT-85R2 or as an Employee Life and Health Trust under the Income Tax Act.**
4. In those instances where employer contributions to Canadian Health and Welfare Funds are reduced by either “sales taxes” or “premium taxes,” the amounts of monies to be transferred would also be reduced. The Canadian Fund would only be obligated to transfer the amount of monies it actually ends up with after any such taxes.

**THE BAC RECIPROCAL AGREEMENT
EMPLOYEE RECIPROCAL AUTHORIZATION AND RELEASE**

Please check all boxes that apply:

- The participating defined benefit pension fund [Named _____] receiving contributions for work performed in the jurisdiction of BAC Local Union _____ is located at _____.
- The participating defined contribution pension fund [Named _____] receiving contributions for work in the jurisdiction of BAC Local Union _____ is located at _____.
- The participating health and welfare/flexible benefit fund [Named _____] receiving contributions for work performed in the jurisdiction of BAC Local Union _____ is located at _____.

We request that you provide your social insurance number (SIN) for the purposes of administering your benefits. The SIN will be used for identification purposes only and shall not be used, disclosed or otherwise transmitted. The provision of your SIN is optional. By providing your SIN you hereby consent to the collection, use and disclosure of that information and such other personal information and personal health information you provide to facilitate the provision of benefits to you. You hereby acknowledge and agree that the consent is intended to constitute a valid consent for the purpose of application of federal and provincial privacy legislation. You may withdraw this consent at any time by advising the Reciprocal Administrator in writing of your intent to withdraw your consent. All of the following information must be completed.

SIGNATURE _____ DATE _____
(month/day/year)

NAME (PRINT) _____ HOME PHONE _____
(area code/number)

HOME ADDRESS _____
(street) (city) (state/province) (zip/postal code)

SOCIAL SECURITY NUMBER _____ BIRTH DATE _____
(U.S. employees) (month/day/year)

SOCIAL INSURANCE NUMBER _____ MEMBER OF LOCAL UNION _____
(Canadian employees) (home local)

HOME FUND (defined benefit) NAME _____

HOME FUND (defined benefit) LOCATION _____ JURISDICTION _____
(city) (state/province)

HOME FUND (defined contribution) NAME _____

HOME FUND (defined contribution) LOCATION _____ JURISDICTION _____
(city) (state/province)

HOME FUND (health and welfare) NAME _____

HOME FUND (health and welfare) LOCATION _____ JURISDICTION _____
(city) (state/province)

HOME FUND E-MAIL _____

RECEIVED BY _____ DATE _____
(month/day/year)

FORWARD FORM TO PROPER PLAN ADMINISTRATOR IMMEDIATELY AFTER SIGNING
AND SEND A COPY TO THE RECIPROCAL CLEARINGHOUSE

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The Following Applies to all Pension Reciprocal Agreements:

In order to receive pension-related credits in my home pension fund(s) while working outside its jurisdiction, I hereby authorize the above-identified pension fund(s) to receive all contributions for my hours worked within the area covered by the fund(s) and to transfer such hours and an equivalent amount of money to my Home Fund(s). I also authorize my Home Fund(s) to accept and apply these transferred hours and monies pursuant to its rules, including any rules which take into consideration any difference in contribution rates between the transferring and Home Fund(s).

For hours and monies transferred pursuant to this authorization, I hereby waive any claim on my behalf or on behalf of my dependents or assigns to any benefits from the above-identified pension fund(s) and release the fund(s) and its trustees from any and all liability.

The effective date of this authorization shall be the first of the month in which this authorization is signed and received by either the administrator of the above-referenced pension fund(s) or the designated representative of the fund(s).

Your Home Fund(s) is a pension fund signatory to this reciprocal agreement which is : (A) the pension fund(s) covering the BAC local union to which you belong if you are a participant or have credited service in the fund(s), or (B) if (A) is not applicable, the pension fund(s) in which you are currently a participant or have credited service.

NOTE: If you have no Home Fund or if you are a participant or have credited service in the pension fund(s) covering the BAC local union to which you belong and that fund(s) does not participate in the reciprocity agreement, you cannot have funds transferred pursuant to this reciprocal agreement.

Please Note: If the Home Fund has only a defined benefit fund and the Participating Fund has both a defined benefit fund and a defined contribution fund, the Temporary Employee may elect to transfer only Monies from the Participating Fund's defined benefit fund to the Home Fund.

All Local Monies for American Temporary Employees working in Canada shall be transferred to **the IPF Canada Defined Benefit Plan**. All Local Monies for Canadian Temporary Employees working in the U.S. shall be transferred to the IPF Defined Contribution Plan.

The Following Applies to all Welfare Reciprocal Agreements:

In order to receive health and welfare-related credits in my home health and welfare fund while working outside its jurisdiction, I hereby authorize the above-identified health and welfare fund to receive all to contributions for my hours worked within the area covered by the fund and transfer such hours and an equivalent an amount of money to my Home Fund. I also authorize my Home Fund to accept and apply these transferred hours and monies pursuant to its rules, including any rules which take into consideration any difference in contribution rates between the transferring and Home Fund.

For hours and monies transferred pursuant to this authorization, I hereby waive any claim on my behalf or on behalf of my dependents or assigns to any benefits from the above-identified health and welfare fund and release the fund and its trustees from any and all liability.

The effective date of this authorization shall be the first of the month in which this authorization is signed and received by either the administrator of the above-referenced health and welfare fund or the designated representative of the fund.

Your Home Fund is a health and welfare fund signatory to this reciprocal agreement which is: (A) the health and welfare fund covering the BAC local union to which you belong if you are a participant or have credited service in the fund, or (B) if (A) is not applicable, the health and welfare fund in which you are currently a participant or have credited service.

For American Temporary Employees, if the IHF or reciprocity is not in effect, all Monies shall be **retained by the receiving fund and not transferred**.

NOTE: If you have no Home Fund or if you are a participant or have credited service in the health and welfare fund covering the BAC local union to which you belong and that fund does not participate in the reciprocity agreement, you cannot have funds transferred pursuant to this reciprocal agreement.

EXHIBIT III

**THE BAC RECIPROCAL AGREEMENT
EMPLOYEE REQUEST FOR CESSATION OF TRANSFERS**

Please check all boxes that apply:

- The participating defined benefit pension fund [Named _____] receiving contributions for work performed in the jurisdiction of BAC Local Union _____ is located at _____.
- The participating defined contribution pension fund [Named _____] receiving contributions for work in the jurisdiction of BAC Local Union _____ is located at _____.
- The participating health and welfare/flexible benefit fund [Named _____] receiving contributions for work performed in the jurisdiction of BAC Local Union _____, located at _____.

This is notice that I desire a cessation of transfers of defined contribution, defined benefit and/or health and welfare contributions from your Participating Fund to my Home Fund. I realize that by requesting this cessation of the transfer of monies, I shall not be eligible to select a new Home Fund and have money transferred pursuant to the BAC Pension or Health Reciprocal Agreement(s) so long as I work in the area of the Participating Fund to which I have requested a cessation of the transfer of monies. This notice shall become effective to stop transfers of Funds on the last day of the month this notice is signed and delivered to the Participating Trust Fund administrative office.

All of the following information must be completed.

SIGNATURE _____ DATE _____
(month/day/year)

NAME (PRINT) _____ HOME PHONE _____
(area code/number)

HOME ADDRESS _____
(street) (city) (state/province) (zip/postal code)

SOCIAL SECURITY NUMBER _____ BIRTH DATE _____
(month/day/year)

SOCIAL INSURANCE NUMBER _____ MEMBER OF LOCAL UNION _____
(Canadian employees) (home local)

HOME FUND (defined benefit) NAME _____

HOME FUND (defined benefit) LOCATION _____ JURISDICTION _____
(city) (state/province)

HOME FUND (defined contribution) NAME _____

HOME FUND (defined contribution) LOCATION _____ JURISDICTION _____
(city) (state/province)

HOME FUND (health and welfare) NAME _____

HOME FUND (health and welfare) LOCATION _____ JURISDICTION _____
(city) (state/province)

HOME FUND E-MAIL _____

RECEIVED BY _____ DATE _____
(month/day/year)

**FORWARD FORM TO PROPER PLAN ADMINISTRATOR IMMEDIATELY AFTER
SIGNING
AND SEND A COPY TO THE RECIPROCAL CLEARINGHOUSE**

EXHIBIT IV

IX. APPENDIX 1

If adopted, Sections listed below shall replace the existing Sections 12 and 18 in the Reciprocal Agreement. Both signatory Funds must adopt this appendix in order for its provisions to govern.

SECTION 12. AMOUNT TRANSFERRED TO HOME FUND

Each Participating Trust Fund shall transfer required contributions to the Temporary Employee's Home Fund as soon as feasible within a period of thirty (30) days following of the request for transfer. Subsequent transfers of money to the Home Fund shall be made on at least a monthly basis or more often if mutually agreed to by the parties to this Agreement.

It is understood by the parties to this Agreement that the Participating Trust Fund shall remit to the Home Fund an amount of money equal to all contributions received based on hours paid and reported to the Participating Trust Fund.

There shall be no administrative fee charged by a Participating Fund for the transfer or for any other reason.

SECTION 18. CREDITING SERVICE IN HOME FUND.

The manner of crediting service by the Home Fund regarding contributions received on behalf of members employed temporarily elsewhere shall be on prorated basis, taking into account the contribution rate which was the basis for the amount contributed to the Participating Fund as it relates to the contribution rate for the Home Fund. For example, if the Participating Fund contribution rate is \$4.50 per hour and the Home Fund contribution rate is \$3.00 per hour then the Home Fund shall credit 1.50 hours of service for each hour of contribution monies received on behalf of a Temporary Employee. If the contribution rate exceeds that of the Participating Fund then the Home Fund may credit service on a prorated basis or it may award an hours credit for each hour of employment, notwithstanding the difference in the rate. Neither the Trustees of a Participating Fund nor the Participating Trust forwarding payment to the Home Fund shall have any responsibility for the application of any payment forwarded to the Home Fund