

**INTERNATIONAL RECIPROCAL AGREEMENT**

**FOR BRICKLAYERS AND ALLIED**

**CRAFTWORKERS - CANADA**

**DEFINED CONTRIBUTION AND**

**DEFINED BENEFIT PENSION PLANS**

**Amended as Restated**

**January 1, 2014**

INTERNATIONAL RECIPROCAL AGREEMENT FOR BRICKLAYERS AND  
ALLIED CRAFTWORKERS - CANADA

DEFINED CONTRIBUTION AND DEFINED BENEFIT PENSION PLANS

WHEREAS, the Trustees of each signatory Defined Contribution and Defined Benefit Pension Fund, acting under separate Trust agreements, are authorized and empowered to grant and administer pension 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 defined contribution and defined benefit pension funds, and at another time employed by an employer under contract to contribute to another of the signatory funds; and

WHEREAS, many employees may thus lose pension benefits from any signatory fund, and

WHEREAS, the Trustees of each signatory defined contribution and defined benefit fund desire to promote the interests and well-being of the fund's participants by accumulating all benefits in one defined contribution or one defined benefit fund; and

WHEREAS, the Trustees of each such signatory defined contribution and defined benefit fund 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 defined contribution and defined benefit fund executing this Reciprocal Agreement on behalf of their respective pension fund 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 Defined Contribution and Defined Benefit Pension Plans. 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 pension fund which is a defined contribution fund, or a defined benefit fund (as defined by provincial pension law) which is signatory or a party to this Agreement and covers employment within the jurisdiction of an International Union of Bricklayers and Allied Craftworkers 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 in which the Temporary Employee is a member if he has received credited service 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 received credited service 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 Trust Fund.
  - iii. For employee members of the BAC who are U.S. residents and temporarily employed in Canada within the jurisdiction of any BAC local union (“American Temporary Employees”), his Home Fund shall be the Bricklayers and Trowel Trades International Pension Fund Canada.
- (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. **Employees will access the Electronic System through the Web Portal as set forth in Section 9 and 10 of this Agreement.**
- (f) Temporary Employee  
A **traveling** employee, other than an American Temporary 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. However, if an employee is a member of a BAC local union and is a participant or has credited services in the pension fund of that local union, the employee will not be covered by the terms of this Agreement unless such fund is signatory to this agreement. **Employees 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 the 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 and an American 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 and contribution transfers 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 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 BAC 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) The BAC

The International Union of Bricklayers and Allied Craftworkers.

(q) The IPF

The Bricklayers and Trowel Trades International Pension Fund – Canada or the “International Pension Fund”.

## SECTION 2. EFFECTIVE DATE AND PARTIES TO AGREEMENT

Any pension 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 Certified 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 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 on the parties hereto and any other party who becomes signatory hereto by signing a counterpart hereof, with the same force and effect as if such 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 **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 employer Contributions due for the work of its Temporary Employees and American Temporary Employees and shall keep separate accounts of the 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 Pension **Trust** Fund's Employee Booklet, The Canada Revenue Agency **Plan Registration Number**. Each Participating Trust shall place notice of its participation in this Agreement in its Employee Booklet and provide reciprocal authorization forms to local unions, Temporary and Permanent Employees and American Temporary Employees as soon as practical after becoming signatory to the Agreement or when legally required.

#### SECTION 4. ACTIONS NECESSARY TO IMPLEMENT 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 utilization 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 new party and receipt of the signed Agreement by the Reciprocal Clearinghouse.

With the approval of the BAC, this Reciprocal Agreement may also be entered into by Trustees of a Pension Fund which provides retirement and pension 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 as well as 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 the 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/or applications of the Electronic System.

#### SECTION 8. CONFIDENTIALITY OF EMPLOYEE INFORMATION

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 any applicable privacy law and maintain the confidentiality of information derived from the Electronic System concerning any Employee (such as name, address, Social Insurance or Social Security Number, an Employee's own log-in information for the Electronic System information submitted with reciprocal transfers pursuant to Section 14 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 provider shall likewise be obligated (as more specifically set forth in the Electronic System contract between the service provider and the BAC) to maintain the confidentiality of such information and comply with applicable privacy law.

## II. OPERATION OF RECIPROCAL AGREEMENT

#### SECTION 9. USER ACCESS TO THE ELECTRONIC SYSTEM

Users shall acquire access to the Electronic System in the following manner:

Employee Users. Traveling 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, and must agree to the terms and conditions, set forth herein, whereby each such user:

- (a) Must 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) Must 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 **on the Electronic System or by attending in person** 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 form (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 Contributions made after the effective date of the 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 14 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 utilized 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 terms of service, which includes acknowledgement that use of the employee's username and password used to access the Electronic System 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, 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 employee Contributions remitted for the work of the Temporary Employee and American Temporary Employee and transfer to Employee's Home Fund an amount of money as prescribed under Section 12 on behalf of the Temporary Employee and 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. **[NTD: "Employee's Home Fund" is a defined term which now includes both Temporary and American Employee's Home Fund.]**

## SECTION 12. AMOUNT TRANSFERRED TO HOME FUND

Each Participating Trust 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 to the Home Fund an amount of money equal to all Contributions received based on hours paid and reported to the Participating Fund.

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

## SECTION 13. IDENTIFICATION OF HOME FUND TO RECEIVE TRANSFERS

If the Temporary Employee has two Home Funds, a defined benefit fund and a defined contribution fund, the Participating Fund shall transfer all Monies to whichever Home Fund is the same type as the Participating Fund (defined benefit to defined benefit - defined contribution to defined contribution). However, the home local union has the discretion to allocate defined contribution Monies to a defined benefit Home Fund.

If the Temporary Employee has only one Home Fund, the Participating Fund or Funds shall transfer all Monies to that Fund. If the home local union has only a defined benefit fund and the visited local union 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 contributions for American Temporary Employees working in Canada shall be transferred to the IPF.

## SECTION 14. INFORMATION SUBMITTED WITH TRANSFERS

Each Participating Trust Fund shall, at the time of making the monthly transfer, submit via the electronic system to the Home Fund a report which shall include the following

information for each Temporary Employee and American Temporary Employee, subject to the confidentiality and privacy law requirements referred to in this Agreement:

- (a) Name
- (b) Social Insurance Number (Social Security Number for U.S. residents) [**NTD: Based on comments received, BAC will continue to use SIN for now. The consent form has been revised to comply with privacy law. See attached memo with summary of Canadian Privacy law requirements.**]
- (c) Work month reported
- (d) Number of hours contributed for in the month
- (e) Employer name
- (f) Total Monies being transferred

#### SECTION 15. HOW 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 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 for cessation 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 the 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 16. 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 Fund’s provisions, if:

- (a) The Temporary Employee has not signed the Reciprocal Authorization and Release or has not executed and filed an Employee Confirmation (all as provided in Section 10);
- (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 under this Agreement, or
- (c) The Temporary Employee is eligible and has completed the necessary enrollment forms for benefits in the Participating Trust Fund.
- (d) Transfer of defined contribution fund Monies will create a violation of the maximum contribution rules in Canada. This determination will be the responsibility of the Home Fund.
- (e) A cessation under Section 15 is in effect.

#### SECTION 17. 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 18. RETURN OF CONTRIBUTIONS RECIPROCATED IN ERROR

All Monies received by a Participating Trust Fund when reciprocity is not in effect under Section 16 of this Agreement or are received by the Participating Trust Fund in error, shall be returned to the Participating Fund that forwarded the Monies with an explanation of the reason for the 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 17 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.

#### SECTION 19. CREDITING SERVICE IN HOME FUND

The manner of crediting Monies and hours received by a Home Fund on behalf of its participants temporarily employed elsewhere shall be as follows:

**Vesting Service** - All hours worked in any Participating Fund for which Monies are transferred pursuant to this Agreement shall be counted as vesting service by the Home Fund on an hour-for-hour basis, as required by applicable provincial pension law. However, if the same hours are reported by more than one Participating Fund, the Home Fund shall not be required to credit such hours more than once. A year of vesting service shall be whatever each plan decides, so long as it meets the requirements of applicable provincial pension law.

**Benefit Accrual** - All hours worked in any Participating Fund for which Monies are transferred pursuant to this Agreement shall be counted for benefit accrual purposes 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 benefit accrual rate for each hour for which Monies are transferred shall be proportional to the Home Fund's regular benefit accrual rate based on the relationship between the Home Fund contribution rate and the contribution rate received from the Participating Fund. Where benefit accrual is not based on hours but on the amount of contributions received on a participant's behalf, all Monies transferred shall be credited to his account for benefit accrual purposes.

SECTION 20. COORDINATION WITH THE INTERNATIONAL PENSION FUND (IPF)

- A. If the Temporary Employee's only Home Fund is the Bricklayers and Trowel Trades International Pension Fund - Canada (the "IPF"), the Participating Fund shall transfer to the IPF an amount of money equal to all Contributions received. Any amount in excess of the IPF defined benefit plan rate shall be credited under the IPF rules for additional contributions.
- B. If the Temporary Employee's local union participates in both the IPF and maintains a local defined benefit and/or defined contribution plan (the Home Fund), the Participating Fund shall transfer to the Home Fund an amount equal to all local defined benefit or defined Contributions required under the Home Fund, or if less, the amount of local Contributions received by the Participating Fund. Subsequently, the Home Fund shall credit the transferred contributions in proportion to the [defined benefit and/or defined contribution funds of the Home Fund. For example, if the Temporary Employee's local union has a defined benefit plan rate of \$1.00 and a defined contribution rate of \$.50, Contributions will be allocated on a two to one ratio to the defined benefit plan.
- C. If the Temporary Employee's local union does not participate in the IPF and the visited local union does, the Participating Fund shall transfer to the Home Fund an amount equal to all local contributions received. Subsequently, the Home Fund shall credit the transferred Contributions in proportion to the defined benefit and/or defined contribution funds of the Home Fund.
- D. If the visited local union does not participate in the IPF, the Participating Fund shall transfer to the Home Fund an amount of money equal to all local Contributions received. Subsequently, the Home Fund shall credit the transferred Contributions [in proportion to the defined benefit and/or defined contribution funds of the Home Fund as noted in section B. above.
- E. If the visited local union participates in the IPF and the Temporary Employee's home local union maintains a local defined benefit and/or defined contribution plan (the Home Fund), the Participating Fund shall transfer to the Home Fund an amount of money equal to all local Contributions received. Subsequently the Home Fund shall credit the

transferred Contributions in proportion to the defined benefit and/or defined contribution funds of the Home Fund as noted in section B above.

- F. Except as provided in Paragraph G below, if both the visited local union and the Temporary Employee's home local union participate in the IPF, no IPF Monies will be transferred between the Participating and Home Funds. Monies will be remitted at the effective contribution rate of the jurisdiction of the Participating Fund to the IPF. Contributions received by the IPF will be credited in accordance with the IPF rules.
- G. If the visited local union participates in the IPF as a result of a merger of that local's defined benefit or defined contribution plan with the IPF, the amount of the visited local's Contribution rate immediately prior to the effective date of the IPF merger shall be transferred by the IPF to the Temporary Employee's Home Fund.
- H. If the Temporary Employee's home local union provided a local defined benefit or defined contribution plan that was merged with the IPF, the Participating Fund shall transfer an amount equal to all local funds received. Amounts in excess of the IPF defined benefit rate shall be credited to the IPF under the IPF rules for additional contributions.

### III. LIMITS OF LIABILITY AND RESPONSIBILITY

#### SECTION 21. 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. 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 22. 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 23. 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 pension benefits due under its own plan and no Participating Fund shall be liable for the acts or omissions of another 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 24. 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), 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 Clearinghouse 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 **Electronic System** contract entered into by the service provider and the BAC.

## SECTION 25. 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 26. 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 27. AMENDMENT PROCEDURES

This Agreement may be modified or amended at any time by the written approval of a proposed amendment or modification by a simple majority of all voting Participating Trust Funds. The Reciprocal Clearinghouse shall prepare and circulate proposed amendments, tabulate all votes on amendments, and report the results to the Participating Funds.

## SECTION 28. PLAN TERMINATION OR LOSS OF TAX-EXEMPT STATUS

In the event a Participating Fund shall terminate its Pension Plan or lose its registered status, its participation in this Agreement shall automatically terminate as of the effective date of termination or loss of registration, as applicable. It shall be the responsibility of that Participating Fund to notify the Reciprocal Clearinghouse of said termination or loss of registered status. Notice in writing by Registered Mail shall be given prior to or immediately following the date of either occurrence.

## SECTION 29. 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 30. 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 a 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 31. SEVERABILITY

In the event that any of the provisions of this Agreement shall be adjudicated invalid or unenforceable, such 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 32. APPLICABLE LAW

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

SECTION 33. RIGHTS LIMITED TO PARTICIPATING 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 action or proceeding against any party hereto, or shall be deemed to be a third-party beneficiary hereto.

V. SIGNATURE PAGE

IN WITNESS WHEREOF, the defined benefit or defined contribution pension fund identified below by the signatures of the undersigned Trustees, hereby adopts this Reciprocity Agreement, The International Reciprocal Agreement for Bricklayers and Allied Craftworkers Defined Contribution and Defined Benefit Pension Plans, 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.

NAME OF FUND: \_\_\_\_\_

CRA/PROV.PLAN  
NUMBER: \_\_\_\_\_

TYPE OF PLAN: \_\_\_\_\_  
(Defined Benefit or Defined Contribution)

BY UNION TRUSTEES

BY EMPLOYER TRUSTEES

_____	_____
_____	_____
_____	_____
_____	_____

DATE: \_\_\_\_\_

Administrator Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Administrator Email: \_\_\_\_\_

Administrator Address: \_\_\_\_\_  
\_\_\_\_\_

Current Contribution Rate: \_\_\_\_\_ Effective Date of Rate: \_\_\_\_\_

Local Union(s) Covered: \_\_\_\_\_ Craft Jurisdiction: \_\_\_\_\_

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

VI. QUESTIONS AND ANSWERS OUTLINING THE  
BAC PENSION RECIPROCAL AGREEMENT

1. What type of agreement – money-follows-the-member or pro-rata or a combination?
  - A. The agreement is a money-follows-the-member type. Due to the number of plans which will participate, a pro-rata agreement would be difficult to administer by local union funds.
2. What type of pension funds can participate - defined benefit or defined contribution and defined benefit?

- A. Defined benefit plans (pension plans) and defined contributions plans (annuity plans) can both participate and are Participating Funds when they have signed the agreement.
3. 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.

4. 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 pension Trust Fund or Funds operating within the jurisdiction of the BAC local union of which the employee is a member if he is a participant and has credited service in the 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 does not have credited service in his local union fund within the past six years, then he may choose another Participating Fund in which he has credited service if he intends to work in employment covered by that Participating Fund when work is available, as his Home Fund.

Note: This definition excludes employees who are members of BAC local unions and who are participants or have credited service in the pension fund covering their local union from participating if the fund does not participate.

5. 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/her Web Portal account.** During this registration process the employee should indicate his/her Home Fund or Funds, as

outlined in question #4. Once the registration process has been completed and the employees designated Home Fund or Funds have 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 Home Fund or Funds. 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/her Home Fund.

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.

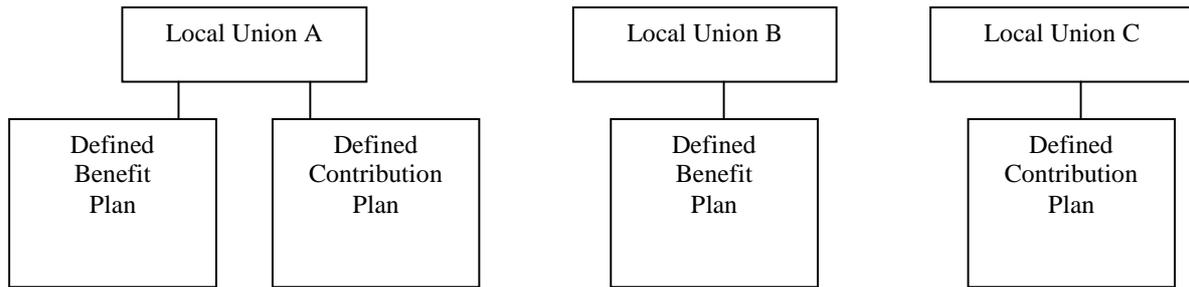
6. How will a Participating Fund know which fund or funds a Temporary Employee wants his/her money reciprocated to?
  - A. When money is received at a Participating Fund on behalf of a Temporary Employee, the fund will determine whether the employee has a **Reciprocal Authorization Release and Release** on file and transfer all the employees' contributions in accordance with the employee's Reciprocal Authorization and Release.
  
7. 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 the appropriate cessation **notice** or modifying their registration file. He/she will not be allowed to select another fund for transfers while continuing to work in the Participating Fund's **jurisdiction at the time of filing a cessation or notice modifying their Home Fund or Funds selections.**

8. How often is money transferred - monthly or at the end of the year?
- A. Transfers will take place 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, employer, Social Insurance Number and/or Social Security Number (for Americans), the month in which hours are worked, total hours, hourly rate **contributed**, and total amount of money transferred. Funds will simultaneously mail or transmit via an ACH the payment to cover the remittance report sent via the Electronic System.
9. What rate is to be transferred - must interest be included?
- A. An amount equal to the entire employer contribution received shall be transferred to the Home Fund. Since money is transferred monthly, there will be no interest transferred.
10. 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.
11. What happens if money due to a Participating Fund is not collected from an employer?
- A. This agreement requires that the Home Fund will credit the participant for hours worked in the Participating Fund only if contributions are transferred to the Home Fund for those hours. If contributions are not collected and transferred to the Home Fund, the employee will not be credited for that period of work by the Home Fund. The trustees of a Participating Fund have a fiduciary duty to make every effort to collect money due to the Participating Fund. Once that money is collected and transferred to the Home Fund, the employee will be credited for that period of work.
12. How is money to be transferred if there is more than one Home Fund?

- A. If an employee has two Home Funds, a defined benefit fund and a defined contribution fund, money is transferred from a Participating Fund to the same

### TRANSFER EXAMPLE

(ALL FUNDS PARTICIPATE IN THE RECIPROCALITY AGREEMENT)



type of Home Fund (i.e., defined benefit to defined benefit or defined contribution to defined contribution). However, the Home Fund does have the discretion to allocate contributions received from a defined contribution fund to a defined benefit fund. If the employee has only one Home Fund, the money from the Participating Fund or Funds is transferred to the single Home Fund regardless of type. If the employee has more than one Home Fund and one of them includes the International Pension Fund (IPF), please see question 20.

- If an employee travels from Local Union A to Local Union B and **has a Reciprocal Authorization and Release on file**, the defined benefit plan Local Union B transfers funds to the defined benefit plan of Local Union A.
- If an employee travels from Local Union A to Local Union C and **has** Reciprocal Authorization and Release **on file**, the defined contribution plan in Local Union C transfers funds to the defined contribution plan of Local Union A.
- If an employee travels from either Local Union B or C to Local Union A and has a **Reciprocal Authorization and** Release on file, both plans in Local Union A transfer funds to the single plan in Local Union B or Local Union C.

- If an employee travels from Local Union B to Local Union C and **has a Reciprocal Authorization and Release on file**, the defined contribution plan in Local Union C transfers funds to the defined benefit plan of Local Union B.
- Employees who are U.S. resident temporarily employed in Canada will have all contributions transferred to the International Pension Fund (IPF).

13. How are hours to be credited for vesting?

- A. All hours worked in any Participating Fund for which money is transferred pursuant to the reciprocal agreement shall be counted for vesting on an hour for hour basis, as required by provincial law.

14. How is a year of service for vesting to be defined?

- A. The definition will be whatever each plan decides for itself, so long as it meets the requirements of provincial law.

15. How are hours to be credited for benefit accrual for defined benefit plans?

- A. Service for benefit accrual will be provided by the Home Fund on an equitable basis, considering the relationship between the contribution rate in the Participating Fund and the contribution rate in the Home Fund.

For example:

The benefit accrual rate for each hour for which monies are transferred shall be proportional to the Home Fund's regular benefit accrual rate based on the relationship between the Home Fund contribution rate and the contribution rate received from the Participating Fund. When benefit accrual is not based on hours but on the amount of contributions received on a participant's behalf, all money transferred shall be credited for benefit accrual purposes.

16. How is a year of service for benefit accrual to be defined?

- A. The definition will be whatever each plan decides for itself, so long as it meets the requirements of applicable provincial law.

17. Does the agreement provide for transferring past service credit?

- A. No. It would be too expensive for some funds and would allow for a shifting of liabilities.

18. Are there any reporting and disclosure requirements for Participating Funds?

- A. 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 funds provide annual benefit reports to employees, they are strongly encouraged to advise the employees of money and/or 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.

19. 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 Welfare 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 trust funds, and supplying this information to the Participating Funds and Assisting Local Unions including, through **the Electronic System**.

20. How does reciprocity coordinate with the Bricklayers and Trowel Trades International Pension Fund – Canada (IPF)?

- A. The IPF is signatory to this reciprocal agreement. There are several situations where the IPF is involved.

- If the member's local has no local defined benefit or defined contribution plan and the member participates in the IPF, the Participating Fund transfers funds to the IPF.
- If the employee's local union participates in the IPF but also has a defined benefit and/or a defined contribution plan (the Home Fund), the Participating Fund transfers local funds to the Home Fund.
- The Participating Fund has transferred \$4.00 per hour to the Home Fund. The Home Fund's defined benefit contribution rate is \$2.00 per hour and the local union's IPF contribution rate is \$0.50 per hour. The Home Fund would then credit \$3.20 per hour to the Local defined benefit fund and transfer \$0.80 per hour to the IPF.
- If the visited local union participates in the IPF and the employee's Home Fund has only a defined benefit or defined contribution plan, the Participating Fund shall transfer all funds to the Home Fund.
- If both the visited local union and the employee's home local union participate in the IPF, no funds are transferred. Amounts will be credited by the IPF in accordance with the home local rule, as defined in the IPF Plan Document. For rates up to \$1.50, this rule provides that the home local (for IPF crediting purposes) is the local in which the employee earns three or more years of Future Service Credit (3,600 hours), except that (a) if an employee has three or more years in two different locals, the home local will be the one having the highest contribution rate to the IPF, and (b) if an employee has not earned three or more years in any one local, his home local shall be the one in which he has earned the greatest number of hours. Contributions in excess of \$1.50 per hour will be credited under the IPF rules for additional contributions.
- If the visited local union provided a local defined benefit or defined contribution that was merged with the IPF, the amount of the visited local

union contribution rate immediately prior to the effective date of the IPF merger shall be transferred by the IPF to the Home Fund.

21. What happens to the pro-rata benefits earned by employees prior to the date this agreement is effective?

A. The benefits payable under pro-rata arrangements in effect prior to the effective date of this agreement shall not be affected by this agreement and will be maintained according to those prior arrangements.

22. What happens if an employee signs the form to begin the transfer of contributions in the middle of a month?

A. The contributions will be reciprocated starting the first of the month in which all forms are received. For example, if an employee signs all forms on January 15, all contributions beginning January 1 should be sent to the Home Fund.

23. May employee voluntary contributions or RRSP contributions be transferred under this agreement?

A. No. Only employer contributions, which, an employer is required to make to a Participating Fund by the terms of a collective bargaining agreement, may be transferred under this agreement.

24. What happens to pension benefits of Canadian's working in the United States?

A. Any Canadian working in the United States may select the Bricklayers and Trowel Trades International Retirement Savings Plan (RSP) as their Home Fund and have all contributions sent to the RSP. RSP is a defined contribution type of pension fund, which means that all contributions are held in individual accounts in each individual's name.

## VIII TYPICAL OPERATION OF THE BAC PENSION RECIPROCAL AGREEMENT

1. To be able to have money transferred, a traveling employee must first register on 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 Participating Fund, As part of this registration, the traveling employee will designate his/her Home Fund or Funds. 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/her Home Fund or Funds has accepted the employees Home Fund designation(s), a Reciprocal Authorization and Release Form will be placed in his/her file on the Electronic System for one or more types of funds (pension, annuity, welfare). 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 participation 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/her historical contributions, authorization forms and permanently cancel his/her 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/her pension 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 or Funds, 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 Union Officials handling the referral procedure should be familiar with the Reciprocal Agreement procedures.

3. After the Participating Fund or Assisting Local Union official determines that the employee wishes to have his/her money reciprocated and is already registered on **the Electronic System** or has assisted them in getting registered on **the Electronic System**, the person assisting the member should notify the plan administrators of the Participating Fund or Funds and the Assisting Local Union that the traveling employee has been referred to. This notification should also be simultaneously sent to the employee's Home Local Union and to his/her 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 all contributions to the employees' choice of Home Fund or Funds as spelled out on his/her Reciprocal Authorization and Release in his/her file.
5. The Home Fund plan administrator, upon notification by the Participating Fund or Assisting Local Union 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/her fund or funds as their Home Fund or Funds during their 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/she is a member of the Assisting Local Union covered by the fund and he/she is a

participant or has credited service in the fund in the previous six years. An employee is also eligible if he/she is a participant or has credited service in the designated Home Fund and he/she is not a member of a BAC local union or he/she is a member of another BAC local union which does not have a fund or he/she is a member of another BAC local union but he/she is not a participant or does not have credited service in the fund covering his BAC local union. The administrator may wish to check with the employee's local union fund if he/she is a BAC member of another local union to see if the employee is a participant or has credited service in his/her 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 travel 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/her pension money back to the employee's designated Home Fund or Funds.

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/she designated; but the monies contributed will be credited on his/her 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/her home address on file with 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 the report filling in all required information, **set forth**, and transmits the form via the **Electronic System** and simultaneously mails or transmits via an **ACH transfer** an amount of money equal to *all* contributions received to the employee's Home Fund, as designated on his/her **Reciprocal** Authorization and **Release** on file on 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 **Assisting 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 notice:*** An employee may file on **the Electronic System** a **cessation notice**. The **notice** may be processed **through the employee's account on the Electronic System**. An employee uses a **cessation notice** if he/she is currently employed and having money sent back 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/her Registration on file at any time after they have completed their initial registration by logging on to the **Electronic System through the Web Portal**. Through this process the employee may keep the **Electronic System** up to date with his/her mailing address, e-mail address, phone number and changes in his/her designation of Home Fund or Funds. **Any changes to 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 be 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/her currently designated Home Fund and wants to both immediately stop the current transfers and select a new **Home Fund** he/she will first have to file a cessation to stop the transfers and then he/she will have to modify his/her Home Fund designation to his/her 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 summary plan description 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 other changes or problems affecting reciprocity.

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

Please check all boxes that apply:

T  The participating defined benefit pension fund [Named \_\_\_\_\_]  
 R receiving contributions for work performed in the jurisdiction of BAC Local Union \_\_\_\_\_  
 is located at: \_\_\_\_\_

A \_\_\_\_\_

V  The participating defined contribution pension fund [Named \_\_\_\_\_]  
 E receiving contributions for work performed in the jurisdiction of BAC Local Union \_\_\_\_\_  
 is located at: \_\_\_\_\_

\_\_\_\_\_

L  The participating health and welfare/flexible benefit fund [Named \_\_\_\_\_]  
 receiving contributions for work performed in the jurisdiction of BAC Local Union \_\_\_\_\_  
 is located at: \_\_\_\_\_

F \_\_\_\_\_

**U We request that you provide your social insurance number (SIN) for the purposes of administering your**  
**N benefits. The SIN will be used for identification purposes only and shall not be used, disclosed or otherwise**  
**D transmitted. The provision of your SIN is optional. By providing your SIN, you hereby consent to the**  
**S 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 the 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 \_\_\_\_\_

H NAME (PRINT) \_\_\_\_\_ HOME PHONE \_\_\_\_\_

O HOME ADDRESS \_\_\_\_\_

M SOCIAL SECURITY NUMBER \_\_\_\_\_ BIRTH DATE \_\_\_\_\_

E SOCIAL INSURANCE NUMBER \_\_\_\_\_ MEMBER OF LOCAL UNION \_\_\_\_\_

HOME FUND (defined benefit) NAME \_\_\_\_\_

F HOME FUND JURISDICTION \_\_\_\_\_  
 U (defined benefit) LOCATION \_\_\_\_\_

N HOME FUND \_\_\_\_\_  
 (defined contribution) NAME \_\_\_\_\_

D HOME FUND JURISDICTION \_\_\_\_\_  
 (defined contribution) LOCATION \_\_\_\_\_

S HOME FUND \_\_\_\_\_  
 (health and welfare) NAME \_\_\_\_\_

HOME FUND JURISDICTION \_\_\_\_\_  
 (health and welfare) LOCATION \_\_\_\_\_

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

## 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) in the past six years, 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 Canadian Temporary Employees working in the U.S. shall be transferred to the IPF Defined Contribution Plan. All Local Monies for American Temporary Employees working in Canada shall be transferred to the IPF Canada Defined Benefit **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 contributions for my hours worked within the area covered by the fund and to transfer 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.

If the IHF or reciprocity is not in effect, all Monies shall be transferred to the IPF Defined Contribution Plan.

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.

**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 \_\_\_\_\_ are 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 \_\_\_\_\_.

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)

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 CLEARINGHOUSE608505v1

