

## RECIPROCITY AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN:

### ***THE TRUSTEES OF THE BOILERMAKERS' NATIONAL HEALTH PLAN (CANADA)***

- and -

<b><i>&lt;NAME OF THE HEALTH PLAN&gt;</i></b>
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#### **RECITALS:**

**WHEREAS** the respective Funds, which are parties to this Agreement, have been established for the purpose of providing certain benefits to employees covered by the terms of collective bargaining agreements, and to administer contributions for such purposes; and

**WHEREAS** for various reasons employees who are normally employed by employers contributing to a fund party hereto are sometimes temporarily employed by employers contributing to the other fund party hereto, and vice-versa; and

**WHEREAS** each of the Trust Funds hereto has adopted its own rules for determining eligibility to receive benefits, which rules generally require that an employee has worked at his trade a specified number of hours during a stated period and that the corresponding contributions have been received by the Trust Fund on the employee's behalf; and

**WHEREAS** some employees may be deprived of benefits solely because their temporary employment within the geographical jurisdiction of one Fund has prevented their fulfilling the eligibility requirements of either Trust Fund; and

**WHEREAS** it is the desire of the parties to enable employees to accept temporary employment within the jurisdiction of either party while at the same time receiving and maintaining eligibility credits in their Home Fund, as defined herein; and

**WHEREAS** it is the expressed intention of all parties that to the extent permitted by law, the principle known as "fringe benefits follow the man" shall apply to the Agreement.

**NOW THEREFORE**, the parties agree:

1. Whenever used in this Agreement, the following words shall have the meanings respectively indicated:

"Contributions" - The monies which an employer and/or employee is required by contract to pay to any Trust Fund party hereto for the purpose of providing a plan of health benefits for Temporary Members.

"Temporary Member" - An employee employed temporarily outside the trade and/or geographical jurisdiction of his Home Fund which is a party hereto, and within the trade and/or geographical jurisdiction of any other Trust Fund which is a party to this Agreement.

"Trust Fund" - Any jointly administered fund which is a party of this Agreement and which received contributions on behalf of Temporary or Permanent Members.

"Home Fund" - An employee's Home Fund shall be any Trust Fund which is within the trade and geographical jurisdiction of the local union to which he belongs or, if he is not a union member, within the trade and geographical jurisdiction in which he worked when contributions were first made on his behalf.

"Transferring Fund" - A Trust Fund receiving contributions on behalf of a Temporary Member which are forwarded to other pension or health Trust Funds.

2. Each Trust Fund party hereto shall collect and receive the contributions due for the work of Temporary Members and shall keep separate accounts of those collections.

3. No party shall be liable to any other party for any sums whatsoever except to the extent of contributions that are in fact received. Each party shall bear all expenses of collection, administration or accounting which it shall incur hereunder, and may charge therefore, and deduct from the gross amount of contributions subject to transfer, a reasonable administration fee not to exceed 2% of the gross amount. Also, each party may deduct from any amount transferred any amount required in accordance with any government's rules and regulations, including but not limited to taxes.

4. Relative to the contributions received on behalf of each Temporary Member who has authorized the transfer, each Trust Fund party hereto shall make an accounting of the monies received by it during, but prior to the Fund's administrative close of the calendar month just ended, and shall transfer to the Temporary Member's Home Fund all such contributions received by it on behalf of such Temporary Members.

Unless otherwise agreed, such transfers must be made within 30 days after the end of the calendar month during which the contributions were received, and within 60 days of the termination of this agreement as provided in Section 12 hereof. However, any Temporary Member may direct the Transferring Fund in writing, with 30 days notice, that contributions on his behalf not be returned to his Home Fund.

The authorization of the Temporary Member is to be in the format shown as Appendix I to this Reciprocity Agreement (the Reciprocity Authorization Form).

5. Each Trust Fund party hereto shall, at the time of making any remittance, submit to the Home Fund a report which shall include the following information as to each Temporary Member.

- a. Name
- b. Social Insurance Number
- c. Number of hours worked during each month covered
- d. Total contributions received.

The manner of crediting its respective Permanent Members on whose behalf the contributions are received shall be left to the discretion of the Home Fund. All payments forwarded pursuant to the Reciprocal Agreement to the trustees of the Home Fund of an employee shall be deemed contributions to that Fund the same as though made directly to such Fund, and shall be applied in accordance with the Trust and plan of the Home Fund. The Trust Fund receiving the contributions on behalf of Temporary Members shall only act as a conduit for the transfer of said contributions to the Temporary Members' Home Fund. Neither the Trustees nor the Trust forwarding payment to a Home Fund shall have any responsibility for the application of the payments by the Home Fund receiving same. All information provided and received in connection with a Plan Member will be protected pursuant to the relevant privacy legislation.

6. Contributions erroneously transferred to the Home Fund on behalf of an employee concerning whom the Home Fund is not in fact his Home Fund within the meaning of this Agreement may be returned by the Home Fund to the Transferring Fund whenever such erroneous transfers are discovered.

7. Nothing herein shall be interpreted as requiring either Trust Fund party to transfer to the other any previously accrued credits or years of service which were accrued prior to the effective date of this Agreement.

8. Either Trust Fund party hereto may, as a condition of its transferring of any monies pursuant hereto, require each Temporary Member for whom contributions are to be transferred to execute an authorization the content of which shall be within the sole discretion of the party requiring it.

The authorization of the Temporary Member is to be in the format shown as Appendix I to this Reciprocity Agreement (the Reciprocity Authorization Form).

9. Anything herein to the contrary notwithstanding, no person other than the parties hereto shall have any rights under the Agreement or shall be entitled to bring any action or proceeding against any party hereto on account of this Agreement, or shall be deemed to be a third-party beneficiary hereof or a real party in interest.

10. The trustees of any Trust Fund party hereto shall not be liable for any acts of the trustees of any other Trust Fund party hereto nor shall any trustee be personally liable for any action taken pursuant to this Agreement except to the extent liability is imposed by any government legislation.

11. The transfer of contributions from the Transferring Fund to the Home Fund on behalf of an employee shall constitute a complete waiver and release of all claims against the Transferring Fund by the employee for purposes of participation in the benefits of the Transferring Fund.

12. This Agreement may be modified or amended at any time by an instrument in writing executed by the parties hereto. Any party hereto may at any time withdraw from this Agreement by giving to the other party hereto a written notice of its intention to withdraw, not less than 90 days prior to such date of withdrawal. Upon the effective date of withdrawal by any party hereto, this Agreement shall be terminated.

13. This Agreement shall come into force and effect April 1, 2021 irrespective of whether this Agreement has been executed before the effective date or after the effective date of this Agreement as long as the effective date is no more than 90 days following April 1, 2021. Notwithstanding the effective date of this Agreement as set forth in the immediately preceding sentence, the parties hereto agree that this Agreement shall be of no force or effect unless:

- (a) The parties hereto have executed this Agreement in accordance with the respective Trust Agreements (as amended) which govern the parties;
- (b) The parties hereto have received and made, as the case may be, any and all necessary filings or obtained such approvals from government bodies and authorities as may be necessary; and
- (c) The parties hereto have taken such further and other steps as may be required in order to bring this Agreement into full force and effect.

14. Any notice which is required by this Agreement shall be in writing and shall be deemed to have been received upon the date of delivery if delivered personally or upon the seventh (7th) day after mailing if mailed by registered mail, postage prepaid, and if at the time of mailing and for seven (7) days thereafter there is no interruption or delay in normal postal service. Any of the parties hereto may change their address upon giving twenty-one (21) days' prior written notice made in the manner set forth above.

15. The parties hereto shall, upon written request by one of the parties hereto, provide to the other party a copy of:

- (a) The relevant portions of the Trust Agreement and all amendments thereto;
- (b) The details of the benefit plan including the eligibility rules and regulations; and
- (c) Any necessary filings or approvals from government bodies and authorities as may be necessary.

16. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction which is most closely connected with the matter that is in dispute, and the parties hereto attorn to the jurisdiction of the Courts of competent jurisdiction of that province.

17. In the event that any of the provisions herein contained shall be invalid or unenforceable, such declaration or adjudication shall in no manner affect or impair the validity or the enforceability of the other and remaining provisions of this Agreement and such other and remaining provisions shall remain in full force and effect as though such invalid or unenforceable provisions or clauses had not been included in or made a part of this Agreement.

18. Neither party shall be liable for any of the debts, expenses or other obligations of the other party except such as are specifically set forth and contained in this Agreement.

19. This Agreement is the entire Agreement between the parties hereto and there are no other agreements whether collateral or otherwise relating to the matters set forth herein.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the respective officers and other persons duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**SIGNED IN THE PRESENCE OF:**

**BOILERMAKERS' NATIONAL  
HEALTH PLAN (CANADA)**

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**Witness**

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**TRUSTEE**

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**<NAME OF THE HEALTH  
PLAN>**

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**Witness**

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