

PARTICIPATION AGREEMENT  
BETWEEN

**CARESSANT CARE NURSING AND RETIREMENT HOMES**

(the "Employer")

-AND-

STEELWORKERS PENSION PLAN,  
by its Trustees  
(the "Trustees")

In consideration of the Employer becoming a participating employer in the Steelworkers Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and the United Steelworkers (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf the contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement dated \_\_\_\_\_, 2016 between **CARESSANT CARE NURSING AND RETIREMENT HOMES (COBDEN NURSING HOME)** and the United Steelworkers failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of reasonable interest, reasonable liquidation damages and reasonable costs in accordance with the provisions of this Participation Agreement and the Restated Agreement and Declaration of Trust dated February 24, 2006, as amended (the Declaration of Trust) which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than the contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, upon request, a copy of the Declaration of Trust and of any subsequent amendments as they are made. The Trustees will provide to the Employer, upon request, a copy of the pension plan text and any subsequent amendment as they are made.
6. The Employer agrees to provide to the Plan, on a timely basis the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including the information required pursuant to the Pension Benefits Act and Income Tax Act.

The Employer agrees provide the Plan Administrator with timely notification of new hires, terminations, and retirements.

For further specificity, the information required for each employee is as follows:

- i) To be Provided at Commencement of Participation for Each Employee

Date of Hire  
Date of Birth  
Date of First Contribution  
Address  
Social Insurance Number

- ii) To be Provided with each Remittance of contributions for each Plan Participant

Name  
Social Insurance Number  
Amount of Remittance  
Hours Earned

- iii) To be Provided Initially and on a Status Change

Full Address as Provided to the Employer  
Commencement Date of Employment (MMDDYY)  
Termination Date of Employment (MMDDYY)  
Retirement Date  
Date of Death  
Gender

- iv) To be Provided Once Per Year After Year End - Summary Data in electronic form (if available)

Name  
Social Insurance Number  
Total Amount Remitted for Year  
Total Hours Earned for Year

IN WITNESS WHEREOF the parties have executed this Agreement.

For **CARESSANT CARE NURSING AND RETIREMENT HOMES**  
**(COBDEN RETIREMENT HOME and COBDEN NURSING HOME)**

Signed: \_\_\_\_\_

Name & Position: \_\_\_\_\_

Date: \_\_\_\_\_

For the STEELWORKERS PENSION PLAN, by its Trustees

Date: \_\_\_\_\_

Doug Olthuis, Trustee

Date: \_\_\_\_\_