

PARTICIPATION AGREEMENT
BETWEEN

[INSERT NAME OF EMPLOYER]

(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 _____, _____ between **{INSERT NAME OF EMPLOYER}** 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 that the Registered Plans Directorate of the Canada Revenue Agency requires the Trustees to provide it with the CRA Business Numbers of all employers which contribute to the Plan and provides that its CRA Business Number is _____.
3. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
4. Notwithstanding the provisions of paragraph 3 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.

5. 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.
6. 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.
7. 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 Eligible Employee (as defined in the collective agreement) is as follows:

- i) To be Provided at Commencement of Participation for Each Employee
 - a. Full Name
 - b. Address
 - c. Social Insurance Number
 - d. Date of Hire
 - e. Date of Birth
 - f. Date of First Contribution
- ii) To be Provided with each Remittance of contributions for each Plan Participant
 - a. Name
 - b. Social Insurance Number
 - c. Amount of Remittance for period
 - d. Information upon which pension contributions were calculated, according to the pension contribution formula as defined in the collective agreement:

Pension contribution as a percentage of earnings – Pensionable Wages for the remittance period

- *Pension contribution on an hours worked basis* – Pensionable Hours for the remittance period
- *Pension contribution on a monthly basis* – Month of remittance period

- e. Employer portion of any outstanding contributions due to error, or late enrolment of an Eligible Employee by the employer
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- iii) To be provided such an Employee's status or home address change
 - a. Full Address as Provided to the Employer
 - b. Commencement Date of Employment (MMDDYY)
 - c. Gender
 - d. Termination Date of Employment (MMDDYY), or
 - e. Retirement Date, or
 - f. Date of Death, or
 - g. Dates of any absences from the workplace due to an injury or illness for which the Employee received compensation benefits under Provincial Plans
- iv) To be Provided Once Per Year After Year End - Summary Data in electronic form
 - a. Name
 - b. Social Insurance Number
 - c. Total Amount Remitted for Year

[Signing page follows]

IN WITNESS WHEREOF the parties have executed this Agreement.

For **INSERT NAME OF EMPLOYER**

Signed: _____

Name & Position: _____

Date: _____

For the STEELWORKERS PENSION PLAN, by its Trustees

Doug Olthuis, Chair, Board of Trustees

Date: _____