

PARTICIPATION AGREEMENT

The Agreement made this _____ day of _____ 201__

B E T W E E N:

(the "Employer")
- and -

MULTI-SECTOR PENSION PLAN BY ITS TRUSTEES (the "Trustees")

In consideration of the Employer becoming a participating employer, commencing _____, in the Multi-Sector Pension Plan (the "Plan"), by making contributions to the Plan in accordance with the collective agreement ("Collective Agreement") between the Employer and Local _____ of the _____ (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf 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, 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 enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("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, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
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 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 the 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 Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

(a) **To be Provided at Plan Commencement**

date of hire;

date of birth;

Social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employers' Fund entry date

gender.

(b) **To be Provided with each Remittance**

name;

Social Insurance Number;

monthly remittance;

pensionable earnings;

year to date contributions;

employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) **To be Provided Initially and as Status Changes**

full address;

termination date where applicable (MM/DD/YY);

marital status;

date of death (if applicable)

(d) **To be Provided Annually but no later than December 31**

current complete address list for all eligible employees;

period(s) of absence due to illness or disability, including WSIB;

period(s) of layoff, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence;

hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

EMPLOYER:

Name:

MULTI-SECTOR PENSION PLAN, BY ITS
TRUSTEES

Name: