

EMPLOYER # _____

**AGREEMENT TO PARTICIPATE IN AGREEMENT AND DECLARATION OF TRUST
CANADA-WIDE INDUSTRIAL PENSION PLAN**

This Participation Agreement entered into this _____ day of _____, 20____ by and between

(hereinafter referred to as the "Employer") and

(hereinafter referred as the "Union").

WHEREAS, the Employer and the Union wish to become parties to a certain Agreement and Declaration of Trust for the Canada-Wide Industrial Pension Plan, dated 9/9/70 and subsequently amended, (hereinafter referred to as the "Trust Agreement"), a true copy of which is attached hereto and made a part hereof, for the purpose of implementing their agreement, dated _____, 20____, with respect to either certain contributions to be made by the Employer for a pension program, or certain pension benefits to be provided by the Employer (hereinafter referred to as "Pension Agreement");

NOW, THEREFORE, the Employer and the Union agree as follows:

1. The Employer and the Union each accepts, by its signature below, the terms and provisions of the Trust Agreement and each shall be considered a party thereto, as of the date first shown above, upon their acceptance as such by the Board of Trustees under the Trust Agreement (hereinafter referred to as the "Board").
2. The Employer agrees that the Industry members of the Board and the Union agrees that the CLC members of the Board, serving now and hereafter in accordance with the Trust Agreement, are and shall be considered their respective representatives on the Board, and the Employer and Union each consents to be bound by the acts and determinations of the Board, including, without limitation, the establishment, maintenance, modification and termination of the Canada-Wide Industrial Pension Plan as provided for in the Trust Agreement, it being understood that no provision of this Participation Agreement shall alter the express provision of the Trust Agreement that no action may be taken by the Board which would impose any liability on the Employer other than the timely payments to the Trust Fund of such contributions as are specified in the Pension Agreement or specified by the Board in its acceptance of this Participation Agreement, or any supplement, extension, renewal or replacement thereof.
3. Within 30 days after receiving written notification by the Board of approval of this Participation Agreement, the Employer agrees to pay to the Trust Fund all contributions accrued up to (but not including) the calendar month in which such written notification is received. Contributions for each subsequent month shall be remitted within 30 days after the end of such month, in the manner and at the place specified by the Board. In the event of delinquency in the timely payment of such contributions and written notification thereof to the Employer by the Board, the Employer agrees to pay to the Trust Fund an additional 1% of the delinquent amount for each full calendar month of such delinquency after the date of such notification, it being understood that such 1% additional contribution with respect to delinquency is to provide for expenses of the Plan incident thereto which are impossible of exact ascertainment, and that the 1% is to be treated as liquidated damages arising out of the failure of the Employer to fulfill its contractual obligation under the Pension Agreement. It is further understood that the Board will furnish a copy of any notice of delinquency to the Union and that in the event of any default in the payment of contributions and/or delinquency expense charges in accordance with the foregoing, the Board may adjust the Service Units accruing under this Participation Agreement to the extent the Board finds proper and appropriate.
4. The Employer and the Union agree to promptly supply the Board with all information which the Board requires for administration of the Plan and Trust Fund.
5. The Exhibits attached hereto are a part of this Participation Agreement. The Employer and the Union hereby certify that the information contained in said Exhibits is correct.

UNION: _____ **EMPLOYER:** _____

BY: _____ **BY:** _____

Title: _____ **Title:** _____

**Exhibit II
CWIPP Plan Selection Form**

CWIPP Employer Number _____

Employer Name _____

Union Name & Local _____

Plan: **Regular Retirement at Age 65**

Options Included:

- Early Retirement at age 60 with 20 service units**
- Automatic 60% Pre-Retirement Spouse Pension (with 10 service units)**
- 60% Post-Retirement Spouse Pension**
- Bridging Supplement of \$ _____ per service unit
(This can only be chosen in conjunction with the Option (a) - Early Retirement)**

Service Recognized:

- Future Service only (after contribution commencement date)**
- Past Service to a maximum of _____ years and Future Service**
- All Past Service and Future Service**

Maximum Hours Per Year:

- No maximum (all hours worked)**
- 1,800 hours per year**
- Maximum of _____ hours per year**

Date

National Union Representative

Employer Representative