

WESTERN MASTER CONTRACT HAUL AGREEMENT

BETWEEN:

MAMMOET CANADA WESTERN LTD.
(hereinafter referred to as the Company)
OF THE FIRST PART

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
for Alberta and Northwest Territories
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(herein referred to as the Union)
OF THE SECOND PART

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WITNESSETH THAT in consideration of the premises and the mutual covenants and agreements herein contained, the Parties hereto have agreed as follows:

ARTICLE NO. 1 - INTENT and PURPOSE

It is the intent and purpose of the Parties hereto that this Agreement will promote and improve harmonious labour relations, and facilitate the peaceful adjustment of differences between the Company and the employees covered by the terms of this Agreement; and set forth herein the Agreement covering the rates of pay, hours of work, and working conditions to be observed.

ARTICLE NO. 2 - SCOPE of THIS AGREEMENT

- a) This Agreement shall apply to all employees as enumerated.
- b) All employees working for the Company as enumerated in the following Appendices hereunto annexed and forming part of this Agreement:
 - Appendix "A"** - Hours of work, overtime, classifications, and wage rates of employees of mobile equipment in Contract Hauling, and their helpers related thereto.
 - Appendix "B"** - Covering hours of work, overtime, classifications and rates of pay for Shop employees.
 - Appendix "C"** - Prairie Teamsters Health and Welfare Plan
 - Appendix "D"** - Teamsters Union/Industry Advancement Fund
 - Appendix "E"** - Pension Plan
- c) In the event the Company engages in work covered by Construction, Road Building, and Pipeline Agreements, it is understood and agreed that the Company, when doing work covered by those Agreements, shall become signatory to those Agreement, along with signatory Teamster Unions.
- d) In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- e) If the Company is required to hire outside trucks it will endeavour to utilize those Parties that are signatory to this Agreement, provided that mutually satisfactory arrangements can be made between the Parties.

ARTICLE NO. 3 - UNION SECURITY

- a) The Company will provide bulletin boards at its terminals on which the Union may post necessary notices to its members.
- b) The Union shall appoint or elect Shop Stewards, and shall notify the Company in writing of such appointment or election. The Company shall recognize Shop Stewards, and shall not discriminate against them for lawful Union activity.
- c) Authorized agents of the Union shall have access to the Company's establishment during working hours, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the Company's working schedule.

- d) The Union recognizes the right of the Company to hire whomever it chooses, subject to the seniority provisions contained herein. The Company shall, however give the Union the equal opportunity to refer suitable applicants for employment. The Company shall however give preference to Union members when additional employees are required.
- e) All persons referred to above will be required to sign authorization for Check-off and Initiation Fees, Union Dues, fines, and assessments, which may be levied by the Union in accordance with the Constitution and/or Bylaws. Such check-off shall be irrevocable during the term of this Agreement.
- f) The Company agrees that all employees, Owner-Operators, and employees of Owner-Operators, shall be members of the Union as a condition of employment, and all new employees, Owner-Operators and employees of Owner-Operators, must become members of the Union prior to commencing employment with the Company. The Union will supply the Company with application forms for Union membership, and dues deduction authorization forms, which shall be signed by all new employees, Owner-Operators, and employees of Owner-Operators, on the day on which he is hired. All completed copies of application for Union membership forms shall be returned to the Union, and shall serve as notification of the commencement of employment.
- g) The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any Initiation Fees, dues, fines or assessments, levied in accordance with the Union's Bylaws, owing by said employees hereunder to the said Union. Monies deducted during the month shall be forwarded by the Company to the Secretary-Treasurer of the Union, not later than the twenty-fifth (25th) day of the same month, and shall be accompanied by a written statement of the names of the employees for whom the deductions were made, and the amount of each deduction. Failure of the Company to remit to the Union the monies deducted from employees within two (2) weeks after deductions are made, shall give the Union the right to take such action, as it deems necessary.

ARTICLE NO. 4 - PAYMENT OF WAGES

- a) The Company shall pay wages to every employee covered by this Agreement at the rates set forth in the Appendices hereunto annexed in respect of the various classifications therein contained. The Appendices containing the classifications of the Union(s) signatory to this Agreement shall be deemed to be contained in, and form a part of, this Agreement.
- b) The Company shall at least twice monthly, or every second (2nd) Friday, whichever is applicable and presently in effect by direct deposit, pay to each employee covered by this Agreement, all wages earned by the employee to a day not more than five (5) working days prior to the date of payment, provided that if a General Holiday falls on the regular payday, payment will be made the preceding day.
- c) The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total miles driven, the total overtime hours worked, either time and one-half or double (1.5 or 2x) time, the rate of wages applicable, and all deductions made from the gross amount of wages.
- d) Employees of Owner-Operators shall be paid equivalent wages and conditions as provided in this Collective Agreement. If there should be any deficiency to the employee, it shall be his responsibility to advise the Company within thirty (30) days of the pay period in which the deficiency took place. The Company shall then take action to rectify the situation and pay such balance as may be properly due to owing such employee for said pay period.
- e) If an error occurs in the payroll computation of an employee's pay cheque, and the amount is equal to one (1) day's pay or more, he shall be entitled on request to receive same as soon as practicable, but not later than the week following the payday on which the error was reported. If

an employee improperly completes his time card or pay claim, or does not turn them in immediately on completion of his trip or tour, any pay so affected will be included with the next regular pay period.

ARTICLE NO. 5 - MANAGEMENT RIGHTS

- a) The Union recognizes the right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- b) The Company shall always have the right to hire; and to discipline, demote or discharge employees for proper cause.

ARTICLE NO. 6 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any supplement thereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement, shall be as follows:

STEP 1 - Any grievance of an employee shall first be taken up between such employee and his immediate Supervisor.

Time limit to institute a grievance.

- a) termination or layoff - ten (10) days
- b) all others - thirty (30) days

STEP 2 - Failing settlement under Step 1, the employee must present his grievance in writing to the Local Union, and such grievance shall be taken up between the representative of the Local and the immediate Supervisor.

STEP 3 - Failing settlement under Step 2, the matter will be taken up in presentation to a Board, consisting of *two* (2) Union members selected by the Union, and two (2) members appointed by the Company.

STEP 4 - Failing settlement under Step 3, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Board to hear both sides of the case, the Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne by the Union and by the Company.

The time limits stated in this Article may be extended by mutual consent of the Company and the Union.

ARTICLE NO. 7 - RATES of PAY, and JOB CLASSIFICATIONS

- a) Special rates of pay for any new operations, areas, or job classification shall be subject to negotiation, provided that the Company shall pay the area rate until the new rate or job classification is agreed upon. The Company agrees to advise the Union office of any such rate within ten (10) days of its establishment, and if no written Union representation is made within ten (10) days of such notification, the rate will be deemed agreed upon. If no agreement is reached within sixty (60) days of receipt of such written representation, the Union may process a grievance

4



under the Grievance Procedure, commencing with Step 3.

- b) It is understood and agreed that such new rate shall be retroactive to the date the new operation, area, or job classification was instituted.

ARTICLE NO. 8 - SENIORITY

- a) Seniority shall be based on the length of continuous service of an employee, and shall be by Terminal.
- b) The principle of seniority in each Terminal shall be maintained in the reduction and restoration of the working force, providing the senior men are capable of performing the remaining job.
- c) Seniority shall be lost for one or more of the following reasons:
 - i. Voluntary resignation
 - ii. Discharge for cause
 - iii. Layoff for more than six (6) months
 - iv. Failure to return to work after layoff within seven (7) days, where the Company has notified the employee, by Registered Mail at his last know address, to return to work.

ARTICLE NO, 9 - SAFETY and HEALTH

- a) The Union recognizes the right of the Company to require a medical examination at any reasonable time, providing that the Company shall pay the cost of such examination. Drivers that have completed one (1) or more years of employment with the Company, and who are required to take government physical or medical examinations for the purpose of their Vehicle Operators' License, will upon receipt of their Doctor's report, make it available to the Company for copying. The Company will then reimburse the driver full cost of such physical examination upon presentation of a receipt showing the driver has paid for such examination.
- b) It is to the mutual advantage of both the Company and the employee, that employees shall not operate vehicles, which are not in safe operating condition. It shall not be a cause for discipline if a driver refuses to operate any vehicle that he believes is not safe. It shall be the duty of the employee to report promptly in writing to the Company on all defects in equipment. The previous trip's cry-sheet will be made available upon request to the employee dispatched on any specific unit.
- c) The Company will provide the following personal protective equipment (PPE) including coveralls, hard hat, non-prescription safety glasses, and work gloves. On job sites where specialty safety equipment is required, the Company will provide such PPE, e.g. safety harnesses, fire retardant coveralls.

ARTICLE NO. 10 -GENERAL HOLIDAYS

- a) Every employee shall be granted Holiday pay of eight (8) hours at work time rate, on each of the following General Holidays falling within any period of his employment.

N.B. - All employees are entitled to have any of these eleven (11) paid holidays, provided they have completed thirty (30) calendar days of employment.

- b) New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day

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Civic Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- c) When an employee is required to work on a General Holiday, he will be notified not later than 3:00 p.m. the day previous to the Holiday.
- d) If the Federal or Provincial government declares an additional Statutory Holiday, the Company agrees to pay according to Article No. 10, Section a).

ARTICLE NO. 11 - ANNUAL VACATION WITH PAY

Every employee is entitled to, and shall be granted, a vacation with pay as follows:

- a) Two (2) weeks vacation with pay after the completion of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages for the employee during the year in which he qualified for such vacation.
- b) Employees who have completed three (3) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, three (3) weeks vacation with pay in an amount equal to six percent (6%) of the gross wages of that employee during the year in which he qualified for such vacation.
- c) Employees who have completed eight (8) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, four (4) weeks vacation with pay in amount equal to eight percent (8%) of the gross wages of that employee during the year in which he qualified for such vacation.
- d) Employees who have completed sixteen (16) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, five (5) weeks vacation with pay in amount equal to ten percent (10%) of the gross wages of that employee during the year in which he qualified for such vacation.
- e) Vacation schedules will be posted by the Company by February 28 of each year and the employee shall designate their choice of vacation time before April 30. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. All vacations must be taken in the year they are allotted. There will be no carry over. All employee requested shall be recognized, if operating conditions allow, vacations shall be granted on the basis of seniority.
- f) An employee laid off or leaving the Company before completion of a full year of service, shall be entitled to a pro-rated vacation with pay computed on the same percentage of his gross wages during the portion of the year worked.
- g) Vacation pay will be paid out only at time of vacation. Vacation pay will be paid out on a minimum one-week interval (no one day vacation payouts). There will be a maximum of three (3) vacation payouts in any one year. All vacation pay will be paid out by December 31 of the year in which the vacation pay was earned.

ARTICLE NO. 12 - GENERAL WORKING CONDITIONS

- a) Employees injured on the job will be paid for the full day.
- b) When death occurs to a member of an employee's immediate family the employee will be granted upon request, an appropriate leave of absence, and if he attends the funeral he shall be compensated at his regular straight time hourly rate, for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral, for a maximum of three (3) days. Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, sisters, brothers, mother-in-law, father-in-law, grandfather, grandmother, brother-in-law, and sister-in-law. Step-father or step-mother will be recognized provided such step-father or step-mother had the status of the employee's father or mother.
- c) A day as referred to in this Agreement is from the hour an employee commences work, and terminates twenty-four (24) hours later.
- d) When a member starts his work shift at the regular rate, he shall not be paid less than the regular rate for the complete day (excluding the area rate changes).
- e) Provided regular shop employees do not lose wages, drivers can be used in the shop during slack seasons, and paid the rate they qualify in.
- f) Wherever possible, overtime shall be distributed evenly considering seniority
- g) Applications for leave of absence without pay, when in writing, may be granted at the discretion of the Company.
- h) If an employee uses a leave of absence for purposes of taking employment elsewhere, then he shall be considered to have terminated his employment with the Company.
- i) All employees shall be entitled to one (1) paid break during both the first half and second half of any shift. When an employee is required to work overtime, he shall be entitled to a paid break after the completion of the straight time shift worked.
- j) The regular hours of work, for employees engaged in operations, shall be nine (9) hours per trip. The Company shall pay at the overtime rate a specified hereafter, for all time driving and working in excess of the regular hours, and shall continue at the overtime rate until a rest period of six (6) hours is provided.

No drivers shall be called for dispatch until they have been off duty six (6) hours completing a trip.

ARTICLE NO. 13 - NO STRIKE - NO LOCKOUT

- a) During the life of this Agreement, there shall be no lockout by the Company, or any strike, sit-down, slow-down, work stoppage, or suspension of work, (either complete or partial), for any reason, by the Union.
- b) It shall not be a violation of this Agreement, or cause for discipline of any employee in the performance of his duties to refuse to cross a picket line.

ARTICLE NO. 14 - VALIDITY OF ARTICLES

- a) If any Articles or Sections of this contract, or any supplement hereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction; or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its

7



validity, the remainder of this contract and of any supplement thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- b) This Agreement shall not take from the employees any privileges they enjoyed at the signing of this contract, except such as were specifically dealt with in negotiating this Agreement.

ARTICLE NO. 15 -TERMINATION and AMENDMENTS

- a) This Agreement shall be in full force and in effect as of the date of signing and continue in full force and effect through the thirtieth (30th) day of June 2005, and from year to year thereafter, except as hereinafter provided.
- b) Either Party may terminate this Agreement on any anniversary date, by notice in writing to the other Party, not less than ninety (90) days prior to such anniversary date.
- c) Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party, not less than ninety (90) days prior to such anniversary date of this Agreement.

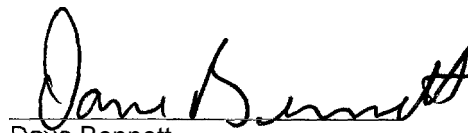
SIGNED THIS 5 DAY OF May, 2004

ON BEHALF OF THE COMPANY:
MAMMOET Canada Western Ltd.

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362



Bas Brender
VICE PRESIDENT OPERATIONS



Dave Bennett
BUSINESS AGENT



Joery van Vlierden
TRANSPORT MANAGER

APPENDIX "A"

HOURS OF WORK, OVERTIME, CLASSIFICATIONS, and WAGE RATES for HOURLY RATED EMPLOYEES OF MOBILE EQUIPMENT in CONTRACT HAULING, and THEIR HELPERS RELATED THERETO - OTHER THAN THOSE EMPLOYEES REFERRED TO IN APPENDIX B.

a) **Regular Hours of Work and Overtime Conditions**

Daily maximum - nine (9) hours
 Weekly maximum - forty-five (45) hours

All hours worked in excess of the maximums shall be paid for at the rate of one and one-half (1.5) times.

b) All hours worked on a General Holiday shall be paid for at the rate of time and one-half (1.5), plus eight (8) hours for the General Holiday which shall be paid for in any event.

c) **Reporting Guarantee** - When an employee is called, and reports for duty, on his regular scheduled workday, he shall be guaranteed a minimum of four (4) hours work and/or pay. If he works in excess of four (4) hours he shall be guaranteed eight (8) hours work or pay.

d) **Wage Classifications**- Employees shall be paid not less than the wage rate for their classification in the area such work is performed.

AREA 1 - SOUTH OF 60TH PARALLEL

CLASSIFICATION	OCTOBER 30, 2003	JANUARY 1, 2004	JANUARY 1, 2005
Tractor Driver (before ratification)	25.65	26.32	27.00
Tractor Driver (regular)	20.54	21.05	21.58
Tractor Driver (planetary)	20.95	21.48	22.01
Picker Truck, Operator	21.48	22.02	22.57
Pilot Car	17.64	18.08	18.53
Hydraulic Trailer Operator	21.48	22.02	22.57
Foreman/Supervisor	23.48	24.02	24.57
1 st Year - Swamper, Yard Crew, Jack & Roll Crew	16.00	16.50	17.00
2 nd Year and up - Swamper, Yard Crew, Jack	18.18	18.63	19.10
Ft. McMurray	28.14		

Trainee Operator - The Trainee Operator shall be paid one dollar and twenty-five cents (\$1.25) per hour above the Swamper rate for the probationary period up to a maximum of ninety (90) days, at which time the rate will be increased to the full Operator's rate.

AREA 2 - NORTH OF 60TH PARALLEL

Employees dispatched on trips in and out of Area 2, or working in Area 2, shall be paid an additional rate of twenty-five cents (\$.025) per hour above their regular hourly rate as spelled out in Area 1.

- e) **Subsistence Allowance** - Each employee who is required to remain away from his place of domicile for sixteen (16) or more hours in any twenty-four (24) hour period, shall receive a subsistence allowance as listed below, for each twenty-four (24) hour period or portion thereof. The following options will apply:

Option 1. Each employee will receive a daily allowance of \$100.00 per day (except for Ft. McMurray which will be \$115.00 per day) to cover the cost of board and lodging (room and meals).

or

Option 2. Each employee will receive as daily meal allowance of:

Area 1 - \$35.00 per day

Area 2 - \$39.00 per day

The Company will pay for the reasonable cost of a hotel room upon presentation of a receipt. Where camp facilities are available, the employee shall receive board and lodging at no cost to the employee.

Mileage Rates - cents per mile

Area 1 - South of the 60th Parallel- Effective January 1, 2000

Sleeper Team 41.00¢

Single-Man 39.00¢

Area 2 - North of the 60th Parallel - Effective January 1, 2000

Sleeper Team 44.00¢

Single-Man 42.00¢

LAYOVER- In the event that drivers are required to layover during any one (1) round trip or tour away from their home terminals, they shall be compensated for layover time as follows: eight (8) hours at their straight time hourly rate.

TRAVEL TIME - Every employee covered under this Agreement when required to travel will be paid at their applicable rate of pay except when traveling to job sites. Travel for the first one half (½) hour will be free, then shall be paid at their straight time hourly rate, for travel thereafter.

All newly hired employees, where experience is not known, will receive thirty cents (30¢) per hour less, for a period of ninety (90) days.

NOTE: When operating unit with more than five (5) axles, the mileage rate will be increased by one cent (1¢) per axle, for each additional axle over and above the fifth (5th) axle.

- f) **Call-out and Call-back** - any employee who is called out to work on a regular work day shall not be paid not less than eight (8) hours wages. Any employee who is called out to work on an overtime day shall be guaranteed four (4) hours pay, and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours pay.

Any employee reporting for duty on a call-back basis shall be guaranteed a minimum of four (4) hours pay at the overtime rate, but after completion of the duty he was called for, he may book off with a minimum of two (2) hours pay.

- g) **All** employees must take an eight-hour break between shifts.

APPENDIX "B"

COVERING HOURS of WORK and OVERTIME, CLASSIFICATIONS, and RATES OF PAY for SHOP EMPLOYEES

a) **Hours of Work**

The work week shall consist of five (5), eight (8) hour days, commencing at eight a.m. (8:00 a.m.) Monday, and ending at four-thirty p.m. (4.30 p.m.) Friday.

Should additional shifts be required, seven and one-half (7.5) hours work shall constitute the second shift for which eight (8) hours wages shall be paid. Seven (7) hours work, shall constitute the third shift for which eight (8) hours wages shall be paid. Shift differential shall be paid on straight time shifts at regular rates, on overtime shifts at the applicable overtime rates.

Second and third shifts shall not commence more than one-half (.5) hour earlier than the end of the previous shift.

Should the Company wish to have a three (3) shift operation, the work week may start at 12:01 a.m. Monday. Any subsequent changes in the work week shall be by mutual agreement.

b) **Overtime** - All hours worked outside regular hours as outlined in a) above, shall be paid for as follows:

1. Monday to Friday - First two (2) hours of overtime - time and one-half (1.5x), thereafter double time (2x).
2. Saturday, Sunday, and General Holidays - double time (2x) for all hours worked.

c) **Call-out and Call-back** - Any employee who is called out to work on a regular workday shall be paid not less than eight (8) hours wages. Any employee, who is called out to work on an overtime day, shall be guaranteed four (4) hours pay, and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours of pay.

Any employee reporting for duty on a call-back basis shall be guaranteed a minimum of four (4) hours pay at the overtime rate, but after completion of duty he was called for, he may book off with a minimum of two (2) hours pay.

Classifications and Wage Rates

CLASSIFICATION	APRIL 1, 2003	JANUARY 1, 2004	JANUARY 1, 2005
Work Shop Foreman (Heavy Duty Mechanic)	21.85	22.29	22.74
Heavy Duty Mechanics & Welders	21.20	21.62	22.05
Automotive Mechanics	20.39	20.80	21.22

Apprentice Mechanics:			
Start Year	13.36	13.63	13.90
First Year	14.97	15.27	15.58
Second Year	16.71	17.04	17.38
Third Year	18.99	19.37	19.76

13



APPENDIX "C"

HEALTH and WELFARE PLAN

- a) The Company shall provide the "Prairie Teamsters Health and Welfare Plan" to all employees or members of the Union, and eligible dependents coming under the jurisdiction of the Agreement.
- b) Any regular employee or member of the Union, who is hired by the Company, after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following sixty (60) calendar days from the date of employment with the Company.
- c) It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and to make premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees, will cause the Company to be liable for any claim arising thereof.
- d) It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
- e) The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
- f) Medical, Surgical and Obstetrical coverage in accordance with the standard Plan of Service provided by medicare in the province in which the employee is domiciled.
- g) The cost of the Health Insurance Plan will be paid for by the Company and will be two hundred and twenty-five dollars (\$225.00) per month per eligible employee effective January 1, 2003.
- h) The Company will continue to cover employees who are off ill or on Compensation, for a maximum of twelve (12) months from date of injury or illness.

APPENDIX "D"

TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Company shall make contributions of five cents (5¢) per hour for which wages are payable hereunder, for each employee and dependent contractor covered by this Collective Agreement.

Payment of said funds shall be made to the appropriate Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the appropriate Locals.

15



APPENDIX "E"

**PENSION PLAN
GENERAL TEAMSTERS LOCAL 362 RETIREMENT FUND**

- a) The Company will contribute, effective April 1st, 2003, for each employee one dollar and eighty cents (\$1.80) per hour worked.
- b) Contributions and remittances referred to in a) above, shall be remitted monthly by the 15th of the following month to which they refer, together with a form supplied by the Union, which shall provide full instructions.
- c) Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Funds shall be dealt with as follows:
 - i. The Union will advise the Company, in writing, of any delinquency.
 - ii. If the Company has failed to respond within forty-eight hours of receipt of notification, exclusive of Saturday, Sunday and holidays, the Union may then request a meeting with the Company to provide for payment of funds.
 - iii. In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

16

2