ROBBI BURNS TRUCK
COMPANY NAME

4270 Moncton Street
ADDRESS

Richmond, B.C. V7E 6B9
CITY POSTAL CODE

MATERIAL SUPPLY AND DELIVERY LETTER OF UNDERSTANDING

This LETTER will confirm the agreement of the undersigned Parties to abide by the terms and conditions of the current collective agreement made between COQUITLAM SAND AND GRAVEL LTD., referred to as the MATERIAL SUPPLY AND DELIVERY COMPANIES AND TEAMSTERS LOCAL UNION No. 213, of the International Brotherhood of Teamsters. A copy of the current collective agreement made between the MATERIAL SUPPLY AND DELIVERY COMPANIES and the said Teamsters Local Union No. 213 is hereunto annexed.

IN THE EVENT such collective agreement is renewed, revised or amended, or in the event any other collective agreement is made between the MATERIAL SUPPLY AND DELIVERY COMPANIES and the said Teamsters Local Union No. 213, the undersigned parties agree to be bound by the terms and conditions of such renewed, revised or amended collective agreement or such other collective agreement as is made between the MATERIAL SUPPLY AND DELIVERY COMPANIES and said Teamsters Local Union No. 213 from time to time.

The Company shall indemnify and save and hold harmless any employee who is a member of the Union in its employ from and against any and all claims, demands, losses, costs, damages, actions, suits, proceedings, and judgements provided such claims are attributable to or caused by any negligent or wrongful actions or omissions by any employee or anyone for whose acts he may be liable, while working within the scope of his employment and, further, the Employer agrees to pay any and all legal costs and disbursements from and against any claims, demands, costs, damages, actions, suits, proceedings, and judgements against any employee who is a member of the Union.

IN THE EVENT that any collective agreement from time to time made between the employers represented by the MATERIAL SUPPLY AND DELIVERY COMPANIES and the said Teamsters Local Union No. 213 is terminated, the undersigned parties agree that they nevertheless shall continue to be bound by the terms and conditions thereof until a further collective agreement is made by and between the MATERIAL SUPPLY AND DELIVERY COMPANIES and the said Teamsters Local Union No. 213 and further agree that they shall be bound by such further collective agreement unless either of the undersigned parties elect by notice in writing delivered to the other party not to be bound by such collective agreement; provided that such notice in writing shall be given within the period of four (4) months preceding the expiration date of any such collective agreement from time to time in force between the MATERIAL SUPPLY AND DELIVERY COMPANIES and the said Teamsters Local Union No. 213.

SIGNED THIS 12th day of July, 2004.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION No. 213

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