

COLLECTIVE AGREEMENT

BETWEEN

YUKON ENTERPRISES LIMITED

AND

TEAMSTERS LOCAL UNION No. 213

January 1st, 1999 - December 31st, 2000

**DON MCGILL
Secretary-Treasurer**

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YUKON ENTERPRISES LIMITED

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THIS AGREEMENT MADE AS OF THE DAY OF , A.D. 2000.

BETWEEN: YUKON ENTERPRISES LIMITED
125 Industrial Road
Whitehorse, Y.T. Y1A 2T8

(hereinafter called the "Company")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters

(hereinafter called the "Union")

WHEREAS, it is the intention and purpose of the Company and the Union to promote **and** foster harmonious industrial relations between the **Company** and its employees.

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE I - INTERPRETATION

Interpretation

- Section 1. The headings of each Article of this Agreement may be **referred** to in the interpretation of the various sections thereunder, and this Agreement shall be interpreted as a whole.
- Section 2. In **the** event that any word, phrase, sentence, section, or Article of this Agreement is declared invalid by any Court of **competent** jurisdiction, only such word, phrase, sentence, section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

ARTICLE II - UNION SECURITY

Union Security

- Section 1. The Company **recognizes** the Union as the sole bargaining agent for those employees covered by the certification and working at those classified **occupations** listed in Appendix "A", and for such other **employees** as **may** be assigned to new classifications coming under the Union's jurisdiction.
- Section 2. (a) All employees covered by this **Agreement** must be members in good standing, of the Union.

New employees shall be required to sign **authorization** cards for the deduction of initiation fees, dues, and **assessments**; as required by the Union. Such deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made. It is understood **that** dues are payable: quarterly in advance and shall be deducted in the first month of each quarter,

- (b) **Foreman** shall act in a supervisory capacity and will not work with the tools or equipment. Such foreman **will** not come within the jurisdiction of the Union. Should any foreman or supervisor do work that would normally be done by a member of the bargaining unit, whose position is listed in Appendix "A", then the Company shall pay to the Teamsters Sport and Charity Fund an amount **equal to the** hourly rate of pay that would have been earned should such member have 'worked the job.

Hiring

- Section 3. (a) **When** employees are required, only Union members having the necessary qualifications and confirmation from the Union **shall** be hired.

When qualified Union members are not available in the **Yukon**, then the Employer **may** obtain employees elsewhere.

Employees hired elsewhere shall have fourteen **(14)** days in which to make application for membership in the Union, or be replaced by a Union member when available.

- (b) Any employee who does not remain a member in good **standing** shall not be retained in the employment of the Company.

Any employee who does not retain his membership in the Union, and **who has been** laid off for any reason, will not retain his seniority with the Company.

- (c) It shall not be considered a **violation of this Agreement**, or reason for discharge, if an employee refuses to deliver to a job or project which has been declared unfair by the

British Columbia and Yukon Territory Building and Construction Trades Council, and/or the Whitehorse and Yukon Area Building and Construction Trades Council. Whenever the Union has information concerning any such unfair job or project, it shall immediately notify the Company.

Contract and Hired Trucking

Section 4. The Company agrees that **cartage** work presently performed by members of the bargaining unit will not be let out to contract or carried out by hired equipment if appropriate **Company** equipment is available for this work -and members of the bargaining unit normally **performing** this work would be laid off or **not** returned to the active payroll as a result.

Should it become impossible **for** the Company to hire outside equipment locally from:

(a) Companies or Owner Operators with **employees** under agreement to this Local Union, or

(b) Members of this Local Union,

then the Company shall be free to hire outside equipment from:

(a) Companies or Owner Operators with employees under Agreement to another Teamster Local.

In every instance such equipment shall be operated by members of the Teamsters' Union.

Company Rental Equipment

Section 5. (a) When Company equipment is leased or rented to other persons or companies, such equipment shall be operated by Company employees who are members of the **Union**.

(b) In the event that the Company should require **any** employee covered by this Agreement to engage in work on construction, in the confines of a construction site, which **has** established more favourable wage rates **than** those herein contained, the employee **shall** be entitled to be paid at the more favourable rate, while! he is so engaged.

The above paragraph shall not apply to deliveries from the Company's established shipping points.

Contract Work

Section 6. The contracting out of work other than cartage, shall require the consent of the Union Local 213. Where the contracting out of work does not affect either the number of Union members on the active payroll, or the return to the active payroll of members on layoff, then consent to contract out shall not be withheld, providing the work is being done by **Teamster** personnel.

Shop Stewards

Section 7. (a) Shop Stewards shall be **recognized** by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such stewards. Reasonable time shall be **given** to the Shop Steward to carry out his duties.

(b) The Union shall be notified in writing if a Shop Steward is discharged for cause and such cause shall be stated in the reasons.

ARTICLE III - NEW CLASSIFICATIONS

New Classifications

The Company shall notify the Union **when** any new classification, coming under the jurisdiction of this Agreement, is added. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of the new classification.

ARTICLE IV - DISCHARGE OF EMPLOYEES

Discharge

The Company has the right to discharge **any** employee for just **cause**. Employees shall be notified, in writing, the reason for their dismissal with a copy to the Union.

ARTICLE V - MANAGEMENT RIGHTS

Management

The management and operation of and the direction and promotion of its working forces is vested exclusively in the Company; however,, nothing in any of the provisions of this Clause shall in any way limit, void or affect the other provisions of this Agreement.

ARTICLE VI - WAGES AND WAGE STATEMENT

Wages

Section 1. The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various occupational classifications listed therein. These rates are the-minimum rates. Appendix "A" shall be **deemed** to be contained in, and form part, of this Agreement.

Section 2. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed **itemized** statement in respect of all payments made to such employee by the Company. Such statement shall show the **regular** hours worked, the total overtime **hours worked**, the rate or rates of wages applicable, the gross amounts of wages, holiday pay and pay for Statutory Holidays and all deductions made therefrom, In the case of drivers paid on a mileage basis, the number of miles driven, the mileage rate and the earnings therefrom shall **also** be shown. **The Employer shall** record on each employee's **T-4** slip, the total Union dues deducted and submitted on behalf of that employee.

Rates **for** dependent contractors equipment shall be paid by separate cheque.

Section 3. (a) In the event that any employee covered by this agreement ceases for any reason to be an employee of the Company, the Company shall pay such employee not later than **the** next working day, after he ceases to be an employee of the Company, **all** wages, **salary** and holiday pay earned. Where an **employee** is not paid as provided above, such **employee** shall be deemed to still be on the payroll of the Company and shall receive his usual wages and all conditions of the agreement until there is

compliance with the provisions, or other arrangements are made between the Company and the Union.

- (b) Vacation pay shall be on a separate cheque, and be paid at the end of each month.

ARTICLE VII - HOURS OF WORK & OVERTIME

Hours of Work

- Section 1. (a) The work week for all employees covered by this Agreement shall be five (5) consecutive eight (8) hour days commencing on Monday and ending on Friday.
- (b) The work day shall consist of eight (8) hours and shall start at 7:00 a.m. and finish at 3:30 p.m., or start at 7:30 a.m. and finish at 4:00 p.m., or start at 8:00 a.m. and finish at 4:30 p.m., with at least one-half (1/2) hour off for a meal.
- (c) Employees called in after their regular starting time shall receive pay from their regular starting time. Employees so called shall be allowed up to one-half (1/2) hour to report for work unless reasonable circumstances warrant a longer reporting time being allowed.

Overtime

- Section 2. (a) Time worked outside of the regular hours shall be paid for at time and one-half for the first four (4) hours and double time thereafter. All hours worked on Saturday shall be paid for at time and one-half and on Sunday at double time rates.

Eight (8) hours shall be the minimum break between an employee's finishing time and following starting time, otherwise overtime rates shall prevail.

Any employee starting prior to his regular starting time, and who has been paid premium rates, shall be paid from his regular starting time, as far as his guaranteed call-out and daily guarantee is concerned.

Overtime shall be distributed **as** evenly as possible, **keeping** seniority in mind.

- (b) **Employees** may refuse to work overtime providing they place their reasons for refusal in writing.

Employees shall not **be!** required to suspend work during the regular work week or during regular working hours in order to **equalize** overtime.

Guarantee

Section 3. Any employee who is called out to work shall **be** paid not less than:-

- (a) Eight **(8)** hours at regular rate Monday to Friday, or
- (b) **Four (4)** hours at twice the regular rate, Saturday, Sunday, or Statutory Holidays,
- (c) Any employee called back after having worked that **day** shall receive a minimum of four **(4)** hours' **pay**, at overtime rates.

Men shall be notified prior to finishing time the **day** previous if they are not required for **duty**, and then **shall not** report until recalled. Any employee not recalled for work after a **period** of two **(2)** days **shall** be entitled to a layoff, if requested **by** the employee.

Shifts

Section 4. Where **more than one shift** is required and **continued** for three or more consecutive days, seven and one-half **(7 1/2)** hours exclusive of lunch period shall constitute the second shift **for** which eight **(8)** hours shall be **paid**. Seven **(7)** hours **exclusive** of lunch period shall constitute the third shift **for** which eight **(8)** hours shall be paid.

Additional shifts **shall** not commence more than one hour prior to the end of the previous shift.

In the event that additional **shifts** are not required for three **(3)** consecutive days, or more, overtime rates shall be paid.

When additional shifts are required, a two, three or four week swing shift shall be, wherever **possible**, established. The senior men shall have first choice as to which shift they start at, and will then rotate.

Where it is essential to **establish** two shifts to take advantage of daylight hours in gravel pits and quarries the first shift may be **started** between the hours of **4:00 a.m.** to **7:30 a.m.** and each shift shall be of seven (7) hours duration, for which eight (8) hours" pay shall be paid.

Boilermen

Section 5. **Boilermen Shifts**

Whenever the Company has a boiler in operation, it shall be operated in accordance with the provisions of the "Boiler and Pressure Vessels Act" of Dominion of Canada.

In the **event** that the boiler is operated on a twenty-four (24) hour basis, boilermen shall work **three (3)** shifts of eight (8) hours each. Payment for **boilermen on shift will be in accordance!** with the following: -

Day Shift	- Straight time rate.
Afternoon Shift	- Straight time plus 1/2 hour overtime pay.
Graveyard Shift	- Straight time plus 1hour overtime pay.

Maintenance

Section 6. **Maintenance Crews**

The work week for Maintenance **Employees** only shall be from Tuesday to Saturday, under this schedule Monday becomes a normal day **off**, or alternatively an overtime day.

This **will not** apply to **mechanics** who are working in the garages.

Once established, the work week cannot **be** changed unless **agreed to by the** signatories to this Agreement.,

no maintenance work shall be performed on Saturdays, Sundays or Mondays by other than Maintenance Employees.

ARTICLE VIII - SENIORITY

Seniority

Section 1. The Company shall keep posted in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement, showing the date when **each** commenced his employment with the Company, and shall forward a copy of each list to the Union as it is posted. Such list shall be renewed at least every three **(3)** months, and shall show the **employees'** classifications.

Layoff and **Rehire**

Section 2. Any employee subject to a lay off through a reduction of the work force **shall** have the right to exercise his **seniority** to continue to work in a position **held** by a less senior man. When **filling** a position through this procedure the employee must be reasonably competent to perform the duties of the position into which he bumps. Any employee obtaining a classification as outlined above must return to his regular classification when required.

The Company when laying employees off shall **lay them** off **by** reverse order of seniority.

When vacancies **occur**, the Company shall **rehire** laid off employees according to their seniority with the Company, beginning with the most senior employee and proceeding in turn **thereafter**.

No employee may change job positions through the posting procedure more than twice in any twelve **(12)** month period. Any **subsequent** postings to be reviewed **by** Union and Management.

Job Posting

Section 3. The! Company shall post, and keep posted, for not less than seventy-two **(72)** hours, or three **(3)** consecutive working days, in a conspicuous place, at each place of business maintained by the **Company**, **notice** of **vacant** positions, new positions and promotions. Any **employee** of the Company covered by this Agreement may apply for any such **vacant** or new position and the **Company** shall fill

such position with the applicant employee who has the greatest overall seniority, provided that such employee is reasonably competent to do the work.

Any employee,, however, who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who posted for a training position may be given preference.

The successful applicant shall be on probation in his new job for twenty-one (21) working days during which time he may be returned to his former job if he does not make satisfactory progress or if he applies to the Company to be returned. The Union shall receive copies of all the postings and the assignments of such postings.

New Employee Seniority Re-Qualify

Section 4. All new employees shall have a probationary period of fourteen (14) days worked or thirty (30) calendar days, whichever comes first.

Section 5. Seniority will not be retained by an employee who is terminated for lack of work and who is not rehired within a period of twelve (12) months from the date of termination.

However, should a properly notified employee not report for work then his name would be removed from the seniority list. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number.

Should automation cause jobs to disappear, the employee shall have the opportunity to work, provided he has the seniority at another classification. Should training be required, the employee shall be allowed up to twenty-one (21) days without any loss of pay.

Every employee shall be given a maximum of seven (7) days to report to work re callback, if laid off for a period of thirty (30) days or longer.

ARTICLE IX - STATUTORY HOLIDAYS

Statutory Holidays

Section 1. Every employee covered by this Agreement who has completed his probationary period shall receive a day's pay for::

New Year's Day	Canada Day	Remembrance Day
Good Friday	Discovery Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

and any other holiday proclaimed by the Territorial or Federal Government provided however, that the employee shall have worked his scheduled work day prior to such holiday and his scheduled work day after such holiday, unless express permission to be **absent** shall be obtained from his superintendent. Any employee **required** to work on any of the above **holidays** shall receive double time in addition to the day's pay.

Section 2 . Employees who have qualified under Section 1 shall also qualify for Statutory Holiday pay if they have **worked** within fifteen (15) days immediately preceding the date of the holiday, or within fifteen (15) days immediately following the date of **the holiday**.

Section 3. If a Statutory Holiday falls on Saturday or Sunday, the following **Monday** shall be observed as the **holiday**. If **two (2) consecutive** Statutory Holidays **fall** on Saturday and **Sunday**, the following Monday **and** Tuesday shall be observed as the holidays.

ARTICLE X - ANNUAL VACATIONS

Vacations

Section 1. **TWO WEEKS**

Each employee who has completed one (1) year's continuous service in the employ of the Company and has worked a minimum of **1,000** hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks vacation with pay equal to two (2) full weeks straight-time pay at the **employee's** regular rate, or four percent (4%) of annual **gross** earnings, whichever is; the greater.

Section 2. **THREE WEEKS**

Each employee who has **completed** four (4) years' continuous **service** and has worked a minimum of **1,000 hours** for the Company during the **preceding** year, shall be entitled to a total of three (3) weeks vacation with pay equal to three (3) full weeks **straight-time** pay at the employee's regular rate, or six percent (6%) of annual gross earnings, whichever is the greater.

Section 3. **FOUR WEEKS**

Each employee who has completed twelve (12) years of continuous service in the employ of the Company and has worked a minimum of **1,000 hours** for the Company **during** the preceding year, shall be entitled to four (4) weeks vacation with pay equal to four (4) full **weeks** straight-time pay at the employee's regular rate, or eight percent (8%) of annual gross earnings, whichever is the greater.

Section 4. **FIVE WEEKS**

Each employee who has completed twenty (20) years continuous service in the **employ** of the Company and has worked a minimum of **1,000 hours** for the Company during the preceding **year**, shall be entitled to five (5) weeks vacation with pay equal to five (5) full weeks straight-time pay **at** the employee's **regular** rate, or ten percent (10%) of annual gross earnings, whichever is the greater.

SUMMARY:**'VACATION ALLOWANCE**

Years of Service	Length of Vacation	Payment (whichever is greater)
1 year to 4 years less at day	2 weeks	2 full weeks or 4% (annual gross earnings)
4 years to 12 years less a day	3 weeks	3 full weeks or 6% annual gross earnings
12 years to 20 years less a day	4 weeks	4 full weeks or 8% annual gross earnings
20 years and over	5 weeks	5 full weeks or 10% annual gross earnings

Holiday Requirements & Rights

Section 5. The provision requiring employees to have worked a minimum of 1,000 hours in each year in order to qualify for the full two-week, three-week, four-week, or five-week provision shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation, or through illness. **Employees** absent through compensation or **illness** shall receive the normal holiday provision they would otherwise be entitled to for that holiday year, but shall then be entitled to requalify by working the **minimum** of 1,000 hours in the following year, or be paid their holiday pay as set out above. Employees shall take their annual vacation within the year they are entitled to said vacations. Employees shall be entitled to take their vacations in one (1) continuous period.

Should the Company request **employees** who are on vacations to return to work **during** their vacation period, the **Company** shall pay said employees wages **equivalent** to those paid for working Statutory Holidays.

The Company **shall** work with the Union in an effort to increase the number of employees allowed off at any one time for holidays.

Choosing Holidays

Section 6. The Company shall post a **holiday** calendar for the **benefit** of the employees.

Employees shall choose their time off for their (annual vacations by seniority).

ARTICLE XI - GENERAL WORKING CONDITIONS AND RULES

Working Rules

Picket Lines

Section 1. It shall not be a violation of this Agreement or cause for (discharge if an employee refuses to cross a picket **line** which has not been declared illegal by a Court of competent jurisdiction.

On Job Injury

Section 2. When an employee meets with a personal accident or injury while on the job, he shall be paid his full day's wages for the day of the accident.

Meals & Work Breaks

Section 3. (a) The Company shall not require any employee covered by this Agreement to work more than four and one-half (4 1/2) consecutive hours at any time without one-half (1/2) hour off work.

(b) A thirty (30) minute meal period midshift shall commence not earlier than 11:00 A.M. and shall be completed by 1:00 P.M. The meal period shall be taken. Should the meal period extend beyond 1:00 P.M. the employee shall be entitled to an additional half-hour to be added to his time for the day.

(c) Should overtime continue beyond four (4) hours following the time allowed for a meal break then a further meal break shall be allowed with the same conditions as outlined above.

(d) This condition shall be repeated each four (4) hours.

Section 4 . **'Whenever** the Company or the **Workers' Compensation Act** Regulations require safety **equipment** to be used on the job, such equipment shall be provided by the Company at no **cost** to the employee. The employee shall be held responsible for such equipment and shall be charged for any damage or loss for which he can reasonably be held responsible.

Strike & Lockout

Section 5. **During** the term of this Agreement there shall be no lockout by the Company, and no strike, stoppage of work, or slowdown, either **partial** or **general**, **authorized** by the Union.

Labour Management

Section 6. (a) The **Company** shall continue **during** the term- of this Agreement, a **Labour** Management Committee. This committee shall meet during working hours, at **least once each** month.

Safety Meetings

- (b) **The Company** shall establish a **Safety Committee** of which management personnel shall not outnumber Union members, This Committee may meet in conjunction with the Labour Management Committee, and shall operate as required by the Workers' Compensation Board regulations.

Time Off Re Accidents

- (c) Should an employee be involved in an accident while on Company time, or with a Company vehicle, he shall be **allowed** time off without loss of pay to go to Court or any other agency as may be **required**. The Company will supply representation for the employee if there is any possibility of **the** Company being involved in any action because of the accident. The above to apply if required to appear as a witness on behalf of any case or accident as outlined above.

Higher Classifications

Section 7. If a man starts his **day's work**, he shall not be **paid less than** his regular rate for that day. If **an employee** works at a classification of a higher **rate** for four **(4)** hours at the higher rate and if **he** works at a classification of a higher rate for **more** than two **(2)** hours, he shall **be paid** the **higher** rate for **the** whole shift.

Coffee Breaks

Section 8. A coffee break shall be allowed each **employee** of the Company as close to midway in the first half of the shift and as close to midway in the second **half** of the shift, as **possible**. Time allowed for coffee breaks shall **be** up to, but not more than, ten **(10)** minutes each.

Vehicle safety

Section 9. Drivers or Operators shall not be required to operate **any** vehicle which, in the operator's opinion,, violates safety requirements. It shall be the driver's responsibility to **report** in writing to the Management or Garage Foreman,, any vehicle considered unsafe. Such vehicle shall be "tagged" CUT OF **SERVICE** until properly repaired.

Executive & Shop Stewards

Section 10. Executive Officers of the Union or Shop Stewards, who are required to attend meetings at the call of the Union, shall be allowed time off by the Company.

Jury Duty & Medical

Section 11. The Company shall continue to **pay** any employee whose absence is due to serving Jury Duty, or is taking a physical examination at the request of the Company, provided, however, that all sums received by way of payment for Jury Duty shall be payable to the Company, to the end, that no employee shall receive both his regular applicable rate and Jury Duty pay. It is **agreed** that employees must make themselves available for work when not required to be in attendance as jurors.

Section 12. **If, following** a Company requested medical examination, **any** employee is deemed to be physically incapable of carrying out his regularly **assigned duties**, the following procedure shall be applied:

- (a) The **Company** shall assign the **employee** to other duties, if **possible**. In the event it is **claimed** that the employee **is** totally incapacitated, the Company shall notify the Union of the medical findings in respect of the employee. Should the Union or the employee disagree with the said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
- (b) Where there is no agreement between the two physicians on the condition of the employee, the two physicians shall select a medical consultant to examine **the** employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding.
- (d) The remuneration of the consultant shall- be borne by the **Company** and the Union on an equal basis.

- (e) Should the consultant deem the employee to be capable of carrying out his regularly assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly {assigned duties.

Overalls

Section 13. The Company shall supply and maintain Union made coveralls which shall bear **the Union** label, to all employees. The coveralls must be worn. The Company shall further supply insulated coveralls and gloves, and rain gear for summer.

Lunch Rooms & Washrooms

Section 14. The Company agrees to maintain **in** its terminals and depots, adequate, clean, sanitary washrooms having hot **and** cold running water and with toilet facilities. In addition, there shall be provided adequate lunch rooms.

Bereavement Leave

Section 15. In the event of a death in his immediate family and upon the request of a regular employee, three (3) straight-time eight (8) hour days off work will be paid **for** by the Company provided however, the employee is required to make funeral arrangements, **arrange** family affairs, or attend the funeral. Immediate **family** shall be defined: to include a wife, husband, son, daughter, mother, mother-in-law, **father**, father-in-law, brother or sister. In addition, if the employee is notified of the **death** while he is working, he will be excused from, and paid for the balance of that working **shift** and such time shall not be charged against the three (3) days of leave.

Gloves

Section 16. The Company agrees to supply working **gloves** as required to each employee **regularly** required to handle concrete products such as in brick and **pipe plants**.

First Aid

Section 17. The Company, when requiring first aid men who work at other duties in addition to their **regular** rate, shall pay employees at the rate of twenty-five cents (**25¢**) per hour and the Company shall provide first aid provisions in accordance with the Workers' Compensation Act.

Licences & Bonding

Section 18. (a) **Should** the Company and not the Superintendent of Motor Vehicles require licences beyond a Chauffeur's License, such as air tickets, or require an employee to be bonded, the Company will allow time off as required without loss of pay to the **employee**, and the Company shall be required to pay for any examinations, licences or bonds they require.

(b) **Should** an **insurance** company refuse to insure **any** employee, every consideration will be given to the employee so that he will not lose his employment.

Construction. Rates

Section 19. In the event that the Company should require any **employee** covered by this Agreement. to engage in **work** on new construction, in the confines of a **construction** site or **the** Company premises and for **which** more favourable wage rates than those herein contained are paid, such employee shall be entitled to **be** paid at **the** more favourable wage rate **while** **he** **is** so engaged.

The above paragraph shall not **apply** to employees who deliver the products from the Company's established shipping points. It shall, however, apply to employees who are required to remain on the site to off-load or distribute materials from vehicles other than that which they **personally** operate.

ARTICLE XII - TRANSPORTATION & BOARD CLAUSES**Transportation & Board,**

Section 1. In the event that any employee is required to work at a place of **work** which is in excess of **35** miles from his normal place of **work**, **the** Company shall pay:

- (a) All his travelling expenses, including meals, to and from such place of work and shall pay for the first eight (8) hours of -each twenty-four (24) hours. Should such time spent in travel be less than eight (8) hours, the employee may be required to work the balance of the shift.
- (b) All his expenses for first class living accommodation and meals where he is required to live away from his normal living accommodation.

Local Transportation

Section 2. When work: is available for employees at their normal starting place or depot, and they are directed to work out of other depots, plants or designated areas, they shall. be paid from their normal starting place or depot, or be paid travelling time at the regular rate, plus travelling allowance of fifteen cents (15¢) per mile or at the employee's option, provided with return transportation from their regular starting place or depot.

Work Opportunity Other Depots

Section 3. When work is not available for employees at their regular starting place or depot and work is available at another plant or depot, employees laid off from their regular depot will be given the opportunity to work at the other plant or depot provided they are qualified. Employees other than Maintenance Employees shall not be entitled to receive travelling time or allowance or to be provided with transportation.

ARTICLE XIII - GRIEVANCE PROCEDURE

Grievance

If, during the term of this Agreement, there should arise any difference between the Parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof, an endeavour shall be made to settle the! difference by negotiations between representatives of the Company and the Union. Where a grievance refers to a particular occurrence or incident other than a payroll error no consideration shall be given by either party unless such grievance is submitted

within fifteen (15) days from the date of the alleged occurrence or incident. In the case of payroll errors the time limit will be thirty (30) days.

In the event that the **said** representatives fail to **reach** a satisfactory settlement within seven (7) days after **thedifference** was submitted to them, or within such longer time as the Parties agree to, then it shall be referred to an agreed upon neutral person to act as an arbitrator who will meet with the parties to hear both sides of **the** case.

Failing to agree upon a neutral person the Department of Labour **will** be required to appoint a neutral arbitrator.

The **arbitrator** shall be **required** to hand down his decision within fourteen (14) calendar days following completion of the hearing and his decision shall be final and binding to the two (2) **parties** of **thedispute**,

If the Arbitration Board finds (or if at an earlier stage of the Grievance Procedure it is found) that an **employee** shall be reinstated by the **Company** **without** loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the **suspension** or discharge **had** not taken place **AND PROVIDED THAT** the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just **and** equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.

The Arbitration Board shall have the power to determine whether a particular issue is **arbitrable** under this Agreement.

If the **award** of the **Arbitration** Board is subsequently set aside by a Court of competent **jurisdiction**, the question shall, at the request of either Party, be submitted to another Arbitration **Board** appointed pursuant to, and with all the powers provided by this Clause.

The expenses and remuneration of the Arbitrator shall be paid by the Parties in **equal** shares.

ARTICLE XIV - HEALTH & WELFARE

Health & Welfare

Section 1. (a) Employees shall be covered by the Teamsters (Local 213) Health and Welfare Plan.

(b) The Company shall make contributions to the Plan at the following hourly rates, based on the total hours for which the employee receives remuneration:

January 1, 1998 - one dollar and eighty-six cents (\$1.86) per hour.

(c) The contributions referred to shall be remitted monthly by the fifteenth (15th) day of the month following that to which they refer, together with a form supplied to the Employer by the Union, which shall provide full instructions,,

Section 2. If an employee, having not less than one (1) year's employment; with the Company, is unable to work because of injury or illness, whether covered by the Workers' Compensation Act, or otherwise, the Company shall continue its share of the necessary contributions under the Health & Welfare Plan provisions of the Agreement for such employee from the date such **employee** became unable to work.

The Company shall pay such employee for all Statutory Holidays falling within the first three (3) months following **date** of 'absence.

Section 3. When an employee, having not less than one (1) **year's** service with the **Company**, is laid off, the Company **shall** continue its payments for such **employee** for a period of one (1) month.

Section 4. Any monies on behalf of the employee's portion, as outlined in Section 2 and Section 3, shall be repaid by the employee on his return to work.

ARTICLE XV - PENSION PLAN

Pension

Section 1. Effective January 1, 1998 the Company shall make contributions at the rate **of** one dollar and **eighty-seven** cents (**\$1.87**) per hour to the Teamsters **Local 213** Pension Plan.

- Section 2. When the Company makes contributions for double-time hourly rates, contributions to the Teamsters Local Union 213 Pension Plan will be made at the rate of three dollars and fifty-four cents (\$3.54).
- Section 3. The contributions referred to shall be remitted monthly by the fifteenth (15th) of the month following that to which they refer, together with a form supplied to the employer by the Union, which shall provide full instructions.
- Section 4. The present Pension Plan shall continue in conjunction with the Canada Pension Plan.
- Section 5. Normal retirement for all employees shall occur at the end of the quarter in which the employee reaches pensionable age under the Canada Pension Plan. However, any employee may at his option, with the consent of the Company, retire before reaching that age or by mutual agreement between the Company and the Union, and provided that the employee is in satisfactory health, his retirement may be postponed after his pensionable age.

ARTICLE XVI - DUES SUPPLEMENT

Effective June 1, 1985 the Employer will deduct for a dues supplement an amount of thirty cents (30¢) per hour for each hour worked by all members and forward same to the Union's Dues Supplement Fund by the fifteenth (15th) day of the month following that to which they refer.

This clause shall apply only to the Ready Mix operation.

ARTICLE XVII - SAVINGS CLAUSE

Savings Clause

No employee who, prior to the date of this Agreement was receiving more than the rate of wages in this schedule, working fewer hours than stipulated in the Agreement, shall suffer a reduction in wages, conditions or increase in hours because of the adoption of this Agreement.

ARTICLE XVIII -- TERM OF AGREEMENT

Term of Agreement

- Section 1. (a) This Agreement shall be in full force and effect from January 1, 1999 to December 31, 2000 and shall continue in full force and effect from year to year thereafter unless notification is given in writing by either party within ninety (90) days of the date prior to **expiry**.
- (b) Either party to this Agreement may at any time, within **four (4) months immediately** preceding the **date of expiry of this Agreement**, by **written** notice, require the other party to commence **collective bargaining**. **Should** negotiations extend beyond the expiration date of the Agreement, the Company shall be required to pay all retroactive pay. All retroactive pay is to be paid within **fourteen (14) days of the signing of the Contract**.
- (c) Any changes to this Agreement become effective date of signing, except as otherwise specified.

DATED at Whitehorse, Yukon **Territory**, this **day** of _____, 2000.

SIGNED ON **BEHALF** OF **THE COMPANY**: SIGNED ON **BEHALF** OF **THE UNION**:

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APPENDIX "A"

CLASSIFICATIONS

JAN. 1/99 .

Aggregate Plant Operator #1	\$22.02
Aggregate Plant Operator	21.85
Assembly Man	21.68
Batcherman	22.34
Block & Brick Plant Machine Operator	22.30
Block & Brick Plant Machine Operator Helper	21.74
Bulk Cement Unloader & Pumper Trucks	21.75
Bulldozer Operator	21.93
Bunker-man	21.63
Carpenter	22.69
Carpenter's Helper	21.75
Cement Finisher	22.02
Checker (Products Grader)	21.85
Concrete Mixer Plant Operator	22.34
Concrete Mixer Plant Assistant	21.87
Conveyor Man (Beltman)	21.63
Cranemobile Operator	22.16
Crane Operator	22.29
Crusher	22.03
Cuber	21.75
Dispatcher (Head)	22.46
Dispatcher	22.16
Dispatcher's Assistant	21.96
Fleet Maint. Lubricator (Mobile)	22.35
Forklift Operator (Road Unit)	22.35
Forklift Operator	22.35
Front End Loader	22.35
Grader Operator	22.35
Greaser	21.65
Ironworker (Rodman)	22.20
Lead Hand -25¢ per hour over highest rate supervised	
Labourer	21.56
Maintenance Man	22.35
Mechanic	23.75
Mortar Mixer Man	21.63
Nightman Cleanup	21.79
Off Bearer (Block Plant)	21.86
Packer Head (Pipe Machine Operator)	22.30
Parts Warehouseman	21.96
Pipe Fittings Man	21.86
Pipe Fittings Man's Helper	21.75
Plumber	22.69

APPENDIX "A" - CONTINUED

CLASSIFICATIONS	JAN. 1/99	.
Powderman	\$22.25	
Precast Operator	22.00	
Screenman	22.03	
Shovel Operator - 3 yds. & under	22.25	
Shovel Operator - 3 to 5 yds.	22.36	
Warehouseman	21.63	
Washout Man	22.30	
Watchman	21.93	
Weigh Scaleman	21.75	
Welder	22.68	
TRUCK DRIVERS		
Pick-up	21.79	
Belly Dump Truck	22.35	
Bulk Cement Carrier - semi unit	22.33	
Dump Truck	21.85	
Dump Truck with Pup Trailer	22.30	
Dump Truck with Semi-Trailer	22.24	
Dump Truck with Sidewinder	22.24	
End Dump	22.30	
Flat Deck Truck:	22.15	
Flat Deck Truck: with Semi-Trailer	22.22	
Flat Deck Truck: with Pup Trailer	22.22	
Flat Deck Truck: equipped with Boom	ADD TEN CENTS	
Pump Truck	23.36	
Transit Mixer - under 9 yards	21.98	
Transit Mixer - 9 yards less than 11 yards	22.22	Transit
Mixer - 11 yards and over	22.48	
*Foreman	22.61	
HIGHWAY DRIVERS (Semi)		
Mileage Rates	.43¢	
Subsistence per mile	.05¢	
Work Time - Hourly	21.19	
Bush Road - Hourly	22.87	

When operating units having in excess of 5 axles the driver will receive one-half cent (1/2¢) per axle above the foregoing mileage rates.

Section 1.

- (a) Mileage rates are laid out by areas and will be paid for- as **such** and they are the composite **mileage** rates to compensate for duties performed in normal operations including driving, checking equipment and reports.

APPENDIX "A" - CONTINUED

- (b) Work time shall include but not be limited to loading, unloading, repair of equipment, chaining and unchaining, time spent on ferries and boats, hooking 'up and unhooking trailers when the driver is required to perform the work.
- (c) All trips shall be paid for at the mileage rate for miles driven except that the hourly rate shall apply in the event that the amount earned under the applicable mileage rate proves less than the hourly rate for the total driving time on a particular trip.
- (d) Runs which include both highway miles and off-line bush miles will be paid for in the following manner:
- mileage rates for main highway miles and
 - hourly rates for bush miles.
- Calculation of overtime for bush runs shall be as follows:
- On trips which include both highway miles and bush miles overtime shall be paid after ten (10) hours driving (mile or hourly) and work time (driving or hourly) at one-half (1/2) the straight time hourly work time rate.
 - On trips made entirely on bush roads overtime shall be paid after eight (8) hours driving and work time.
 - Drivers shall be entitled to a rest break of eight (8) hours between trips, or work days, or shall remain on the overtime rate until a rest time is provided.
- (e) The regular hours of work for employees engaged in single man operation shall be ten (10) hours per trip. The Company shall pay for all time driving and working in excess of the regular hours at the overtime rate as specified hereafter, and shall continue at the overtime rate until a rest period of eight (8) hours is provided. This rate does not apply to the layover and wait time but is calculated on the driving and work time only at one-half (1/2) the hourly work time rate.
- (f) Contributions to the Health & Welfare and Pension Plan shall be calculated at a hourly and mileage rate for highway drivers. Contributions to the Health and Welfare and Pension Funds (for mileage) shall be calculated at forty (40) miles to the hour up to two hundred and sixty (260) hours.

LETTER OF UNDERSTANDING

BETWEEN: YUKON ENTERPRISES LIMITED
125 Industrial Road
Whitehorse, Y.T. Y1A 2T8

AND: TEAMSTERS LOCAL UNION No. 213
490 East Broadway
Vancouver, B. C. V5T 1X3

RE: TRAVEL PAY

Effective January 1, 1994 in lieu of air line tickets travel pay shall be \$1.02 per hour: for all hours earned and paid on each cheque.

DATED, at Whitehorse, Yukon Territory, this _____ day of _____, 2000.

SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

