

**COLLECTIVE AGREEMENT**

**BETWEEN**

**YUKON ENTERPRISES LIMITED**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**RECEIVED**  
DEC 09 2005

**January 1st, 2005 - December 31st, 2006**

**DON MCGILL**  
**Secretary-Treasurer**

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**TABLE OF CONTENTS**  
**YUKON ENTERPRISES LIMITED**

<b>ARTICLE</b>	<b>PAGE</b>
ARTICLE I - INTERPRETATION .....	1
ARTICLE II - UNION SECURITY .....	1
ARTICLE III - NEW CLASSIFICATIONS .....	3
ARTICLE IV - DISCHARGE OF EMPLOYEES .....	4
ARTICLE V - MANAGEMENT RIGHTS .....	4
ARTICLE VI - WAGES AND WAGE STATEMENT .....	4
ARTICLE VII - HOURS OF WORK & OVERTIME .....	5
ARTICLE VIII - SENIORITY .....	7
ARTICLE IX - STATUTORY HOLIDAYS .....	9
ARTICLE X - ANNUAL VACATIONS .....	9
ARTICLE XI - GENERAL WORKING CONDITIONS AND RULES .....	11
ARTICLE XII - TRANSPORTATION & BOARD CLAUSES .....	15
ARTICLE XIII - GRIEVANCE PROCEDURE .....	15
ARTICLE XIV - HEALTH & WELFARE .....	16
ARTICLE XV - PENSION PLAN .....	17
ARTICLE XVI - DUES SUPPLEMENT .....	17
ARTICLE XVII - SAVINGS CLAUSE .....	18
ARTICLE XVIII - TERM OF AGREEMENT .....	18
SIGNATORY PAGE .....	18
APPENDIX "A" .....	19
LETTER OF UNDERSTANDING .....	22

THIS AGREEMENT MADE AS OF THE                      DAY OF                      , A.D. 2005.

**BETWEEN:**                      **YUKON ENTERPRISES LIMITED**  
91345 Alaska Highway  
Whitehorse, Y.T. Y1A 6E4

(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 1 hour 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**

<b>Years of Service</b>	<b>Length of Vacation</b>	<b>Payment (Whichever is greater)</b>
1 year to 4 years less a 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" OUT 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 the difference 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 the dispute.

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, 2005 to December 31, 2006 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 5 day of October, 2005.

SIGNED ON BEHALF OF  
THE COMPANY:

  
\_\_\_\_\_  
YUKON ENT. LTD./G.E. READY MIX  
91345 Alaska Hwy.  
Whitehorse, Yukon

SIGNED ON BEHALF OF  
THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_

**APPENDIX "A"**

<b>CLASSIFICATIONS</b>	<b>JAN. 1/05</b>	<b>JAN 1/06</b>
Aggregate Plant Operator #1	\$23.02	\$23.52
Aggregate Plant Operator	22.85	23.35
Assembly Man	22.68	23.18
Batcherman	23.34	23.84
Block & Brick Plant Machine Operator	23.30	23.80
Block & Brick Plant Machine Operator Helper	22.74	23.24
Bulk Cement Unloader & Pumper Trucks	22.75	23.25
Bulldozer Operator	22.93	23.43
Bunkerman	22.63	23.13
Carpenter	23.69	24.19
Carpenter's Helper	22.75	23.25
Cement Finisher	23.02	23.52
Checker (Products Grader)	22.85	23.35
Concrete Mixer Plant Operator	23.34	23.84
Concrete Mixer Plant Assistant	22.87	23.37
Conveyor Man (Beltman)	22.63	23.13
Cranemobile Operator	23.16	23.66
Crane Operator	23.29	23.79
Crusher	23.03	23.53
Cuber	22.75	23.25
Dispatcher (Head)	23.46	23.96
Dispatcher	23.16	23.66
Dispatcher's Assistant	22.96	23.46
Fleet Maint. Lubricator (Mobile)	23.35	23.85
Forklift Operator (Road Unit)	23.35	23.85
Forklift Operator	23.35	23.85
Front End Loader	23.35	23.85
Grader Operator	23.35	23.85
Greaser	22.65	23.15
Ironworker (Rodman)	23.20	23.70
Lead Hand -25¢ per hour over highest rate supervised		
Labourer	22.56	23.06
Maintenance Man	23.35	23.85
Mechanic	24.75	25.25
Mortar Mixer Man	22.63	23.13
Nightman Cleanup	22.79	23.29
Off Bearer (Block Plant)	22.86	23.36
Packer Head (Pipe Machine Operator)	23.30	23.80
Parts Warehouseman	22.96	23.46
Pipe Fittings Man	22.86	23.36
Pipe Fittings Man's Helper	22.75	23.25
Plumber	23.69	24.19

**APPENDIX "A" - CONTINUED  
CLASSIFICATIONS**

	<b>JAN. 1/05</b>	<b>JAN 1/06</b>
Powderman	\$23.25	23.75
Precast Operator	23.00	23.50
Screenman	23.03	23.53
Shovel Operator - 3 yds. & under	23.25	23.75
Shovel Operator - 3 to 5 yds.	23.36	23.86
Warehouseman	22.63	23.13
Washout Man	23.30	23.80
Watchman	22.93	23.43
Weigh Scaleman	22.75	23.25
Welder	23.68	24.18
<b>TRUCK DRIVERS</b>		
Pick-up	22.79	23.29
Belly Dump Truck	23.35	23.85
Bulk Cement Carrier - semi unit	23.33	23.83
Dump Truck	22.85	23.35
Dump Truck with Pup Trailer	23.30	23.80
Dump Truck with Semi-Trailer	23.24	23.74
Dump Truck with Sidewinder	23.24	23.74
End Dump	23.30	23.80
Flat Deck Truck	23.15	23.65
Flat Deck Truck with Semi-Trailer	23.22	23.72
Flat Deck Truck with Pup Trailer	23.22	23.72
Flat Deck Truck equipped with Boom		
ADD TEN CENTS Pump Truck	24.36	24.86
Transit Mixer - under 9 yards	22.98	23.48
Transit Mixer - 9 yards less than 11 yards	23.22	23.72
Transit Mixer - 11 yards and over	23.48	23.98
*Foreman	23.61	24.11
<b>HIGHWAY DRIVERS (Semi)</b>		
Mileage Rates	.43¢	
Subsistence per mile	.05¢	
Work Time - Hourly	22.19	22.69
Bush Road - Hourly	23.87	24.37

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.
- (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.

**APPENDIX "A" - CONTINUED**

- (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

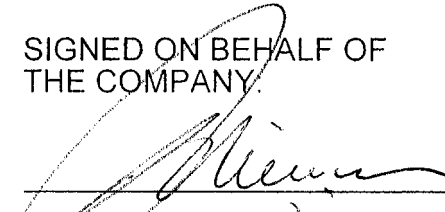
**AND:**           **TEAMSTERS LOCAL UNION No. 213**  
490 East Broadway  
Vancouver, B. C. V5T 1X3

**RE: TRAVEL PAY**

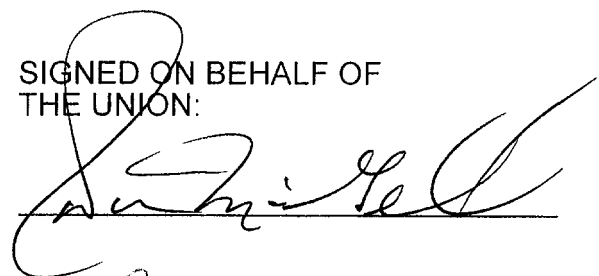
Effective January 1, 1994 in lieu of air line tickets travel pay shall be \$1.02 per hour for all hours earned and paid on each cheque.

DATED at Whitehorse, Yukon Territory, this 5<sup>th</sup> day of *OCTOBER*, 2005.

SIGNED ON BEHALF OF  
THE COMPANY:

  
\_\_\_\_\_  
YUKON ENT. LTD./G.E. READY MIX  
91345 Alaska Hwy.  
Whitehorse, Yukon  
\_\_\_\_\_

SIGNED ON BEHALF OF  
THE UNION:

  
\_\_\_\_\_  
*Alan Anderson*  
\_\_\_\_\_  
24