

**COLLECTIVE AGREEMENT**

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**BETWEEN**

**YUKON ENTERPRISES LIMITED**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**January 1st, 2007 - December 31st, 2009**

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

04247 (11)

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**YUKON ENTERPRISES LIMITED**

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THIS AGREEMENT MADE AS OF THE 1<sup>st</sup> DAY OF JANUARY, A.D. 2007.

**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 employee\$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>
<b>1 year to 4 years less a day</b>	<b>2 weeks</b>	<b>2 full weeks or 4% annual gross earnings</b>
<b>4 years to 12 years less a day</b>	<b>3 weeks</b>	<b>3 full weeks or 6% annual gross earnings</b>
<b>12 years to 20 years less a day</b>	<b>4 weeks</b>	<b>4 full weeks or 8% annual gross earnings</b>
<b>20 years and over</b>	<b>5 weeks</b>	<b>5 full weeks or 10% annual gross earnings</b>

## **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 **servicing** 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 up**on 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 longertime 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, 2007 - one dollar and ninety-five cents (\$1.95) per hour;**  
**January 1, 2008 - two dollars and five cents (\$2.05) per hour;**  
**January 1, 2009 - two dollars and ten cents (\$2.10) 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. The Company shall **make** contributions at the rate following rates to the Teamsters **Local 213** Pension Plan:
- Effective January 1, 2007 - two dollars and five **cents** (\$2.05) per hour;  
Effective January 1, 2008 - two **dollars and** twenty cents (\$2.20) per hour;  
Effective January 1, 2009 - two dollars and forty cents (\$2.40) per hour,
- 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 following rate.
- Effective January 1, 2007 - four dollars and ten cents (\$4.10) per hour;**  
**Effective January 1, 2008 - four dollars and forty cents (\$4.40) per hour;**  
**Effective January 1, 2009 - four dollars and eight cents (\$4.80) per hour**



- 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** ✕

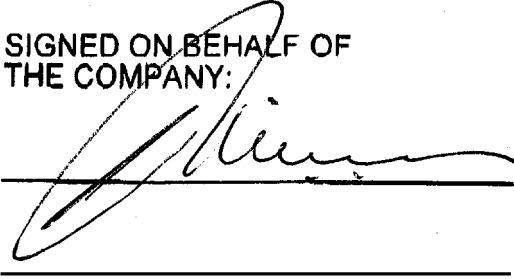
##### **Term of Agreement**

- Section 1. (a) This Agreement shall be in full force and effect from January 1, 2007 to December 31, 2009 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.

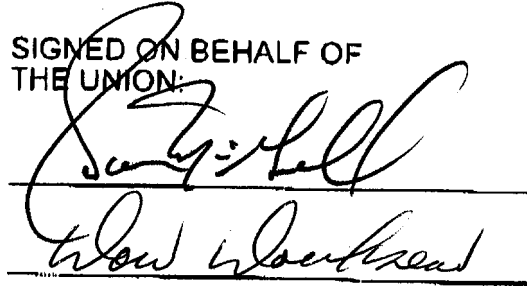
DATED at Whitehorse, Yukon Territory, this 13<sup>th</sup> day of JUNE, 2007.

SIGNED ON BEHALF OF  
THE COMPANY:



A handwritten signature in black ink, appearing to be "M. [unclear]", written over a horizontal line. Below this line is another horizontal line.

SIGNED ON BEHALF OF  
THE UNION:



A handwritten signature in black ink, appearing to be "S. [unclear]", written over a horizontal line. Below this line is another horizontal line.

APPENDIX "A"

CLASSIFICATIONS	JAN. 1/07	JAN, 1/08	JAN. 1/09
Aggregate Plant Operator #1	\$24.25	\$25.00	\$25.75
Aggregate Plant Operator	24.08	24.83	25.58
Assembly Man	23.91	24.66	25.41
Batcherman	24.57	25.32	26.07
Block & Brick Plant Machine Operator	24.53	25.28	26.03
Block & Brick Plant Machine Operator Helper	23.97	24.72	25.47
Bulk Cement Unloader & Pumper Trucks	23.98	24.73	25.48
Bulldozer Operator	24.16	24.91	25.66
Bunkerman	23.86	24.61	25.36
Carpenter	24.92	25.67	26.42
Carpenter's Helper	23.98	24.73	25.48
Cement Finisher	24.25	25.00	25.75
Checker (Products Grader)	24.08	24.83	25.58
Concrete Mixer Plant Operator	24.57	25.32	26.07
Concrete Mixer Plant Assistant	24.10	24.85	25.60
Conveyor Man (Beltman)	23.86	24.61	25.36
Cranemobile Operator	24.39	25.14	25.89
Crane Operator	24.52	25.27	26.02
Crusher	24.26	25.01	25.76
Cuber	23.98	24.73	25.48
Dispatcher (Head)	24.69	25.44	26.19
Dispatcher	24.39	25.14	25.89
Dispatcher's Assistant	24.19	24.94	25.69
Fleet Maint. Lubricator (Mobile)	24.58	25.33	26.08
Forklift Operator (Road Unit)	24.58	25.33	26.08
Forklift Operator	24.58	25.33	26.08
Front End Loader	24.58	25.33	26.08
Grader Operator	24.58	25.33	26.08
Greaser	23.88	24.63	25.38
Ironworker (Rodman)	24.43	25.18	25.93
Lead Hand -25¢ per hour over highest rate supervised			
Labourer	23.79	24.54	25.29
Maintenance Man	24.58	25.33	26.08
Mechanic	25.98	26.73	27.48
Mortar Mixer Man	23.86	24.61	25.36
Nightman Cleanup	24.02	24.77	25.52
Off Bearer (Block Plant)	24.09	24.84	25.59
Packer Head (Pipe Machine Operator)	24.53	25.28	26.03
Parts Warehouseman	24.19	24.94	25.69
Pipe Fittings Man	24.09	24.84	25.59
Pipe Fittings Man's Helper	23.98	24.73	25.48
Plumber	24.92	25.67	26.42
Powderman	24.48	25.23	25.98
Precast Operator	24.23	24.98	25.73
Screenman	24.26	25.01	25.76
Shovel Operator - 3 yds. & under	24.48	25.23	25.98

APPENDIX "A" - CONTINUED

CLASSIFICATIONS	JAN. 1/07	JAN. 1/08	JAN. 1/09
<b>Shovel Operator - 3 to 5 yds.</b>	\$24.59	\$25.34	\$26.09
Warehouseman	23.86	24.61	25.36
Washout Man	24.53	25.28	26.03
Watchman	24.18	24.91	25.66
Weigh Scaleman	23.98	24.73	25.48
Welder	24.91	25.66	26.41
<b>TRUCK DRIVERS</b>			
Pick-up	24.02	24.77	25.52
Belly Dump Truck	24.58	25.33	26.08
Bulk Cement Carrier - semi unit	24.56	25.31	26.06
Dump Truck	24.08	24.83	25.58
Dump Truck with Pup Trailer	24.53	25.28	26.03
Dump Truck with Semi-Trailer	24.47	25.22	25.97
Dump Truck with Sidewinder	24.47	25.22	25.97
End Dump	24.53	25.28	26.03
Flat Deck Truck	24.38	25.13	25.88
<b>Flat Deck Truck with Semi-Trailer</b>	<b>24.45</b>	<b>25.20</b>	<b>25.95</b>
<b>Flat Deck Truck with Pup Trailer</b>	<b>24.45</b>	<b>25.20</b>	<b>25.95</b>
Flat Deck Truck equipped with Boom			
ADD TEN CENTS Pump Truck	25.59	26.34	27.09
Transit Mixer - under 9 yards	24.21	24.96	25.71
Transit <b>Mixer - 9 yards</b>			
less than 11 yards	24.45	25.20	25.95
Transit <b>Mixer - 11 yards and over</b>	24.71	25.46	26.21
*Foreman	24.84	25.59	26.34
<b>HIGHWAY DRIVERS (Semi)</b>			
<b>Mileage Rates</b>	.43¢		
Subsistence per mile	.05¢		
Work Time - Hourly	23.42	24.17	24.92
Bush Road - Hourly	25.10	25.85	26.60

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**.

- (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.
- (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.

**APPENDIX "A" - CONTINUED**

**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, YT Y1A 2T8

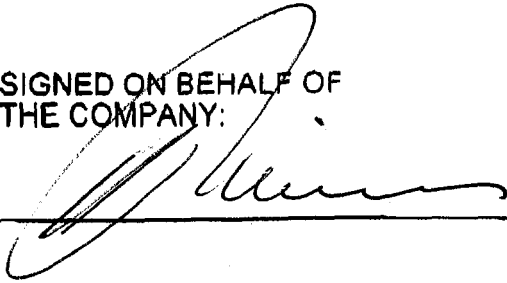
**AND:** TEAMSTERS LOCAL UNION No. 213  
490 East Broadway  
Vancouver, B. C. V5T 1X3

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 13<sup>th</sup> day of JUNE, 2007.

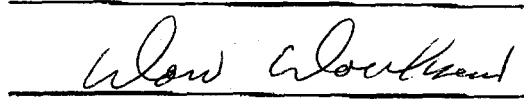
SIGNED ON BEHALF OF  
THE COMPANY:



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SIGNED ON BEHALF OF  
THE UNION:



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