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OCT 18 2010  
 COLLECTIVE BARGAINING  
 INFORMATION SERVICES

# TEAMSTERS

## PROVINCIAL

# COLLECTIVE AGREEMENT

### EFFECTIVE:

**MAY 6, 2010 – APRIL 30, 2013**

**BETWEEN** The Construction Site Teamster Employer Bargaining Agency in furtherance of the Designation as Employer Bargaining Agency received from the Ministry of Labour dated the 24<sup>th</sup> day of April 1978.

Hereinafter referred to as the Employer Bargaining Agency. (EBA)

And

The Teamster Construction Council of Ontario in furtherance of the Designation as Employee Bargaining Agency received from the Ministry of Labour dated the 24<sup>th</sup> day of April 1978.

Hereinafter referred to as the Union.

CONSTRUCTION SITE  
TEAMSTERS  
PROVINCIAL COLLECTIVE AGREEMENT

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COLLECTIVE AGREEMENT

This AGREEMENT made and entered into on the 6th day of May, 2010.

BETWEEN The Construction Site Teamster Employer Bargaining Agency in furtherance of the Designation as Employer Bargaining Agency received from the Ministry of Labour dated the 24th day of April 1978.

Hereinafter referred to as the Employer Bargaining Agency. (E.B.A.)

And

The Teamster Construction Council of Ontario in furtherance of the Designation as Employee Bargaining Agency received from the Ministry of Labour dated the 24th day of April 1978.

Hereinafter referred to as the Union.

ARTICLE 1 - INTENT AND PURPOSE

1.01 The Employer and the Union each agree that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreement covering rates of pay, hours of work, disputes procedure and conditions of employment.

ARTICLE 2 - UNION RECOGNITION

2.01 The Construction Site Teamster Employer Bargaining Agency agrees to recognize the Union as the exclusive Bargaining Agent for all Teamsters for whom the Union has bargaining rights in the ICI Sector of the Construction Industry in the Province of Ontario, save and except those above the rank of foremen and office staff, and above the rank of General Foremen in Schedule "B" only.

### ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of the Employer:

- a) To conduct its business in all respects in accordance with its commitments and responsibilities, and without restricting the generality of the foregoing, to manage the jobs, to locate operations, to determine the number of men required at any or all operations, to determine the kinds and locations of equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency.
- b) To hire, discharge, classify, transfer, promote, layoff suspend or otherwise discipline any employee for just cause, provided these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement and are subject to the provisions of the grievance procedure.
- c) To make and alter from time to time reasonable rules of procedure to be observed by the employees.

### ARTICLE 4 - HIRING

4.01 The Employer agrees to employ as Teamsters only members of the Union supplied by the Union upon request of the Employer. However, if the Union is unable to supply the Employees requested within two (2) working days, then the Employer may hire such Employees from any available source. The Employer agrees that these Employees shall make application for membership in the Union within seven (7) calendar days from the date of hire.

4.02 All Employees hired by the Employer shall obtain referral and/or clearance slips from the Union, which the Union agree to provide. When an Employer recalls an Employee he shall notify the Local Union.

### ARTICLE 5 - UNION DUES

5.01 The Employer agrees to deduct regular monthly Union dues from the first pay day due each Employee in each month and to remit the monies so deducted to the Union office on or before the fifteenth day of the month following the month in which such deductions were made.

The Employer further agrees to deduct Union initiation and/or reinstatement fees in two (2) equal weekly installments and to mail such deductions to the Union.

All such deductions shall only be made upon written notification from the Local Union.

ARTICLE 5 - (cont 'd)

5.02 The Employer will at the time of making such remittances to the Union specify the names and Social Insurance number of the Employees from whose pay such deductions were made.

5.03 If an Employee is absent and has not sufficient pay to his credit, his Union dues shall accumulate and shall be deducted upon his return to work. Such deductions shall only be made on written notification from the Local Union.

5.04 The Employer agrees to deduct from each Employee, working dues. Such deductions will be at the rate of ten (10¢) cents per hour earned. Deductions shall be mailed to the Union along with the Union dues as outlined in Article 5, 5.01.

5.05 There shall be a Union Fund known as the Teamsters Construction Council of Ontario Service Fund. The Employer agrees to deduct from each Employee, Owner/Operator, or Independent Contractor covered by the terms of this Agreement for each hour earned, the sum of (.25) twenty five cents, and remit to the Secretary/Treasurer of the Teamsters Construction Council of Ontario on or before the fifteenth day of the month following the month in which such deductions were made. The Employer shall when remitting such dues, submit a list of names and Social Insurance Numbers for and on whose behalf such deductions were made. A copy of the Service Fund remittance form shall also be sent to the appropriate Local Union.

5.06 There shall be a Fund known as the Ontario Teamsters Training Trust Fund which shall be jointly and equally Trusteed between Labour and Management. The Employer agrees to contribute for each Employee, Owner/Operator, or Independent Contractor covered by the terms of this Agreement (.35) thirty five cents per hour earned, and remit to the Administrator of the Training Fund on or before the fifteenth day of the month following the month in which such contributions were made. The Employer shall when remitting such funds submit a list of names and Social Insurance Numbers for and on whose behalf such contributions were made. A copy of the Training Fund remittance form shall also be sent to the appropriate Local Union.

5.07 – DeNova – Employer Contribution/Employee Deduction

Each employer shall contribute the sum of one (\$0.01) cent per hour for each hour earned by each employee working under this agreement and shall deduct the sum of one (\$0.01) cent per hour earned from each employee and remit same to the DeNova Employee Assistance Program. The above noted employer contribution and employee deduction shall be remitted to the Teamster Construction Council of Ontario each month on or before the fifteenth day of the month following the month in which such contribution/deduction was made.

ARTICLE 6 – EMPLOYERS ASSOCIATION FUND

6.01 (a) Each Employer bound by the terms of this Agreement shall contribute (10¢) ten cents per hour for each hour worked by each Employee, Owner/Operator, or Independent Contractor covered by this Agreement to the "Employers' Association

Fund." Such contributions shall be mailed directly to the EBA by the fifteenth day of the month following the month in which such contributions were made together with a supporting statement detailing hours worked by each Employee, Owner/Operator, or Independent Contractor."

(b) Members of the Industrial Contractors Association will contribute an additional one cent (\$0.01) for each hour worked by each employee covered by this agreement. Members will include any required supporting information. Such contribution will be remitted direct to the Industrial Contractors Association of Canada.

#### ARTICLE 7 - HOURS OF WORK

7.01 The regular hours of work for all Employees covered by this Agreement (except Employees engaged on site preparation and excavation work) shall be eight (8) hours per day, forty (40) hours per week between the hours of 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. Monday to Friday inclusive. These hours may be changed by mutual agreement between the Employer and the Union.

#### 7.02 SITE PREPARATION AND EXCAVATION

Site preparation and excavation work shall be performed under the attached schedules and shall form part of this Agreement.

The Parties agree that when work is performed in the ICI sector under a local site preparation agreement, the Employer shall comply with Articles 5.04, 5.05, 5.06 and 6.01.

#### 7.03 SITE PREPARATION

Site preparation shall mean the excavation of ground to sub-grade level and shall not include pile driving, drilling, boring, deckwork, tunnel work or underground services.

#### ARTICLE 8 - OVERTIME

8.01 Overtime shall be paid in accordance with the provisions of the Area Schedules attached and forming part of this Agreement.

#### ARTICLE 9 - SHIFT WORK

9.01 Shift work shall be worked when requested by the Employer and the Employer shall establish starting and quitting times in accordance with job requirements.

9.02 The first shift shall be the day shift, which commences at 8:00 a.m. This starting time may be varied to suit job requirements. The second shift shall be the afternoon shift. The third shift shall be the night shift.

9.03 Each shift shall work for an eight-hour period (except Employees engaged on site preparation work who shall work ten hours). Regular straight time rates shall be paid for the first shift. The second and third shifts shall be paid at the rate of one and one seventh times the regular rates of pay.

All hours worked in excess of the regularly assigned shift hours shall be paid at the appropriate overtime rates as set forth herein. In calculating overtime rates of pay for shift work, shift differential shall not be included.

## ARTICLE 10 – MINIMUM PAY AND REPORTING TIME

10.01 Four (4) hours pay shall be allowed by the Employer when an Employee covered by this Agreement reports for work at the Employer's job site and no work is available due to reasons other than inclement weather, provided however, the employee remains on the job during the four hours unless otherwise advised by his Foreman. If his regular work is not available, he may be assigned to other duties that come within the jurisdiction of the Union. The provisions of this article do not apply where the Employee has been notified not to come to work.

10.02 Two hours pay shall be allowed by the Employer when an Employee covered by this Agreement reports for work at the Employer's shop or job site but work is not available due to inclement weather, provided the employee remains on the job for two (2) hours unless instructed by his Foreman to leave the job site.

## ARTICLE 11 - STEWARDS

11.01 The Employer agrees the Union shall have the right to appoint from amongst the employees, a Steward and an Alternate Steward who may substitute when the regular Steward is not available, on each shift. The Union shall advise the Employer in writing of the appointment of the Steward and the Alternate and will likewise advise when changes occur.

11.02 It will be the Steward's duty to assist the Employer and the Union members in carrying out the provisions of this Agreement and he will be allowed reasonable time to perform such duties without loss of pay.

11.03 The Employer agrees to retain the Steward until he is one of the last two (2) employees on the job, provided he is qualified to perform the remaining work; otherwise the Business Representative of the Union will be notified in time to appoint a successor.

11.04 The Employer agrees to notify the Union in writing within two (2) working days from the date a steward is suspended or discharged.

## ARTICLE 12 - JOINT LABOUR MANAGEMENT COMMITTEE

12.01 The parties hereto agree to the establishment of a Joint Labour Management Committee composed of representatives of the Employer and representatives of the Union. The purpose of this committee will be for the effective administration of the collective agreement and to provide a means of communication for the resolution of any and all disputes that may arise through the application of the collective agreement. Meetings will be held as deemed necessary in the interests of both parties.

This committee may also meet to consider changes to the collective agreement as presented by the Union and the applicable Employer Association. Such changes shall only apply to the geographical area affected and shall only take effect on approval by the Designated Employer and Employee Bargaining Agencies.

## ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Any differences, disputes or complaints arising over the interpretation, administration or application of this agreement, shall be submitted in writing, in triplicate, on forms supplied by the Union and signed by the Employee. The written record of the grievance shall state the section or sections of the agreement, which it is alleged has been violated. No complaint or grievance may be submitted or considered under the grievance procedure unless it has been presented within five (5) working days from the time of the occurrence of the incident giving rise to the grievance. Once submitted, there shall be an earnest effort on the part of both parties to settle the grievance promptly through the following steps:

Step #1 - By a Conference between the aggrieved Employee and his immediate Superior. The Employee may be accompanied by his Steward. The Employee's immediate Superior shall give his decision within two (2) full working days. Failing settlement, then:

Step #2 - Within ten (10) full working days following the decision in Step #1, an official or officials of the Union shall meet with Representative's of the Employer at which time the written record of the grievance shall be presented. The decision shall be given in writing within five (5) full working days following this meeting.

13.02 Failing settlement under Step #2, of any difference between the parties arising from the interpretation, administration, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided, and if no written request for arbitration is received within ten (10) full working days after the decision in Step #2 is given it shall be deemed to have been abandoned.

13.03 Any complaint or grievance concerning or affecting a group of Employees shall be originated under Step #2.

13.04 Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step #2

13.05 A claim by an Employee that he has been unjustly discharged or suspended shall be treated as a grievance and may be taken up under Step #2 of the grievance procedure provided a written statement of such grievance is lodged with the Employer within three (3) working day of the discharge or suspension.



#### ARTICLE 14 - ARBITRATION

14.01 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall notify the other party in writing and at the same time nominate an arbitrator within five (5) full working days thereafter the other party shall nominate an arbitrator. The two arbitrators so nominated shall attempt to select by agreement, a Chairman of the Arbitration Board. If they were unable to agree upon a Chairman within a period of ten (10) working days following the date of their appointment, either arbitrator may then request the Minister of Labour of the Province of Ontario to appoint a Chairman. If the recipient of the notice fails to appoint an arbitrator, the arbitrator who has been nominated may request the Minister of Labour for the Province of Ontario to do so.

14.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

14.03 No matter may be submitted to arbitration, which has not been properly carried through the proper steps of the Grievance Procedure.

14.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify, or amend any part of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

14.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of a majority of such Board will be final and binding upon the parties hereto and the Employee concerned.

14.06 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

14.07 If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to pay wages to Employees or a failure to make appropriate payment and or contributions as required by this Agreement is litigated and the Board determines that an Employer has violated the Collective Agreement, then the OLRB or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not, limited to, all legal costs, travel, meal and accommodation cost of all witnesses and Business Representatives, conduct money, costs incurred in serving a summons, any and all expenses incurred by the Union pursuant to Section 126( 4) or otherwise, for the Board of Arbitration.

#### ARTICLE 15 – NO STRIKE OR LOCKOUT

15.01 During the term of this Agreement, there shall be no strike or lockout as defined by the Ontario Labour Relations Act.

## ARTICLE 16 - JURISDICTIONAL DISPUTES

16.01 When a work claim dispute arises between the Union which is a party to this Agreement and any other Union, person or organization which cannot be settled to the satisfaction of all parties concerned, such a dispute will not be the subject of a grievance under this Agreement, but shall, without any stoppage of work or interference within the progress of the job, be processed as a complaint to a mutually acceptable tribunal for the resolution of such disputes. In the meantime, work will be assigned by the Employer until he is otherwise directed by the tribunal. The decision of the tribunal shall be final and binding on the parties and compliance with such decision shall be deemed to be compliance with the provisions of this Collective Agreement.

## ARTICLE 17 – ADMISSION COMPANY PROPERTY

17.01 The Union Representative shall in the course of his duty have access to the work where possible, and the Employer shall assist the Union Representative to obtain a pass to the premises where necessary. The Union Representative shall make his presence known to the Employer's most senior management representative in the job office. In no instance, however, shall he interfere with the progress of the work.

17.02 The Union Representative when on site shall abide by all site regulations and applicable safety acts or regulations.

17.03 Where bulletin boards are available, the Union shall have use thereof for posting notices of Union activities. However, it is agreed that the Employer has the right to rule on all materials for such bulletin boards before it is posted and the Union agrees to submit all such material to the Employer for approval prior to such posting.

## ARTICLE 18 - RECOGNIZED HOLIDAYS

18.01 The following holidays will be recognized under this Agreement:

New Year's Day	Good Friday	Victoria Day
Canada Day	Labour Day	Civic Holiday
Thanksgiving Day	Christmas Day	Boxing Day

18.02 Should the Federal or Provincial Government declare another Statutory Holiday before the expiration of this Agreement, it shall be deemed to be included in the listed Statutory Holidays above.

18.03 All work performed on a Statutory Holiday shall be at the rate of double time the hourly rates.

18.04 If any of the above holidays fall on a Saturday or Sunday they shall be observed on the next regular scheduled working day or days.

18.05 Statutory Holiday Pay shall be six per cent (6%) of gross wages earned and shall be paid at the same time as Vacation Pay.

#### ARTICLE 19 - SUB CONTRACTING

19.01 The Employer agrees to sub contract work covered by this Agreement to Employers and Owner Operators who are in contractual relations with the Union.

19.02 All Sub Contractors and Owner Operators shall be subject to the terms and conditions of this agreement while engaged in ICI construction work.

#### ARTICLE 20 - PAY DAY

20.01 Wages shall be paid by cheque before the regular quitting time on Thursday of each week. Accompanying each payment of wages shall be a separate statement identifying both the Employer and the Employee showing regular hours worked, overtime hours worked, the total earnings, and the amount of each deduction and net earnings.

20.02 In the case of layoff, all Employees shall be paid up to date, including Vacation Pay and Statutory Holiday Pay, on the job site where practical: otherwise cheques, Unemployment Insurance records and OHIP Form 104 shall be forwarded by registered mail to the Employees last known address within forty-eight (48) hours of the layoff.

20.03 When an Employee is discharged or quits, he shall receive all his wages including Vacation and Statutory Holiday Pay, and employment documents on the next regular pay day.

#### ARTICLE 21 - TRAVEL ALLOWANCES

21.01 Travel allowances where applicable shall be paid in accordance with the provisions of the Area Schedules attached and forming part of this Agreement.

#### ARTICLE 22 - ROOM AND BOARD

22.01 Room and Board Allowances where applicable shall be paid in accordance with the provisions of the Area Schedules attached and forming part of this Agreement.

#### ARTICLE 23 - BENEFIT PLANS AND PENSION PLANS

23.01 Employee Benefit and Pension Plans funded pursuant to this Agreement shall be administered by a Joint Board of Trustees composed of an equal number of Employer and Employee members and governed by the respective "Trust Agreements".

ARTICLE 23 - (cont'd)

23.02 Whereas, the Ontario Teamster Construction Benefit and Pension Plans cover Employees employed in other sectors of the Construction Industry, as well as the ICI Sector and whereas, it is anticipated Employer Trustees will be appointed to the Joint Board of Trustees from such other sectors, it is hereby agreed that the Construction Site Teamster Employer Bargaining Agency shall appoint two representatives to serve as Management Trustees on the Ontario Teamster Construction Benefit and Pension Plans Board of Trustees.

23.03 Each Employer bound by the term of this Agreement shall remit welfare and pension contributions to the Administrator of the Ontario Teamster Construction Benefit and Pension Plans at the rates provided in the attached Area Schedule "A" through "O". Hourly contributions for all overtime worked shall be made in accordance with the overtime provisions of the respective area schedules, based on hours earned.

23.04 Employer contributions shall be mailed to the designated Fund Administrator by the 15th day of the month following the month for which contributions are made, together with a supporting list of names and Social Insurance numbers showing for and on whose behalf contributions are made.

23.05 At no time shall Employer contributions due the plan provided herein be paid directly to the Employee.

23.06 Interest at the rate of two (2) percent per month shall be charged from the date due to the Employer Benefit and Pension Plan remittances over fifteen (15) days in arrears, unless the Employer has received five (5) days prior written notice and had corrected such delinquency.

23.07 Each Employer bound by the terms of this Agreement agrees that upon the written authority of the Joint Board of Trustees, of the jointly Trusteed Benefit and Pension Plans to which the Employer is required to make contributions; afford the Trustees the following:

(1) With reasonable cause, the Trustees, may appoint an independent Chartered Accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's payroll records, only with respect to Employer contributions to the required Employee Benefit and Pension Plans or at the option of the Employer, he shall direct his Chartered Accountant to provide a certified Audited Statement in reply to questions submitted by the Trustees in this regard.

(2) All fees and costs in connection with the Trustee Appointed Auditors shall be borne by the Benefit and Pension Plans.

(3) Where an Employer opts to direct his Chartered Accountant, to provide a certified audited statement the cost of such audit shall be borne by said Employer.

23.08 In the event such audit reveals the Employer has failed to remit contributions in accordance with the provisions of this Agreement, (save and except technical and/or clerical errors) the Employer shall, within ten (10) days of receipt of written notice from the Joint Board of Trustees conform with the following:

ARTICLE 23 - (cont'd)

(a) Remit all outstanding contributions to the Administrator of the Benefit and Pension Plans plus interest at the rate of two percent (2%) per month on such delinquent sums.

(b) Complete and remit supporting contributions report forms as required by the Trustees.

23.09 If the Employer does not have any Employees in his employ a NIL report shall be filed in accordance with the provisions of 23.04 above.

23.10 (a) In the event an Employer fails to conform with the provisions of Articles 23.07 and 23.08 herein, the Union, on written direction of the Joint Board of Trustees shall forthwith submit the question to final and binding determination. Should the Local Union fail to promptly submit the question to final and binding determination as directed by the Trustees, then the Trustees may proceed directly to final and binding determination.

(b) All fees and costs not recoverable in connection with final and binding determination under 23.10 (a) above, shall be borne by the Benefit and Pension Plans.

ARTICLE 24 - WAGES AND CLASSIFICATIONS

24.01 Wages and the classifications covered by this Agreement shall be as in accordance with the provisions of the Area Wage Schedules attached and forming part of this Agreement.

ARTICLE 25 - VACATION PAY

25.01 Vacation Pay for all schedules shall be four percent (4%) of gross wages earned and shall be paid on June 15th and December 15th of each year.

ARTICLE 26 - WORKING CONDITIONS

26.01 An Employee who is injured in the course of performing his duties and requires medical attention by a Doctor and is certified by the Doctor that he is unable to continue work shall be paid to the end of his regular scheduled work shift on the day of injury.

26.02 Where parking lot considerations are granted to any other Union, the same considerations shall apply to the Teamsters Members.

26.03 Employees shall have two (2) ten (10) minute break periods, one in the first half and one in the second half of each shift. Employees will not leave work areas during these breaks where practical.

ARTICLE 26 - (cont 'd)

26.04 Wet weather clothing will be supplied on loan where necessary.

26.05 The ratio of warehouse helpers shall not exceed one (1) helper to every three (3) warehousemen or part thereof.

26.06 Members of the Union shall have access to the lunchroom facilities of the Employer where one exists.

26.07 The Employer shall provide a wholesale supply of cool drinking water at all times in enclosed containers with a spout and paper cups and shall provide adequate sanitary facilities which shall be heated, where practical, during inclement weather.

26.08 Any Employee by reason of illness or accident, who wishes to return to work, shall be re-instated to his former position upon his return to work, if the job is not complete and the trade is still open and providing he has been released by his physician. Except in extenuating circumstances no person may exercise the option granted unless he shall have reported his illness or accident to the Employer on the first day he absented himself from work by reason thereof.

26.09 All work shall be performed in accordance with the Safety Standards of the Occupational Health and Safety Act. Every Employee as a condition of employment shall be required to wear an approved safety helmet and the Employer agrees that such helmet may be purchased from him at cost. Every Employee shall own and wear suitable protective footwear as a condition of employment. Other personal protective equipment such as safety glasses (excluding prescription safety glasses) shall be supplied by the Employer.

26.10 Each Employer shall provide first aid facilities on the job as prescribed by the Workers' Compensation Act and relevant regulations there under.

26.11 Employees shall not be compelled to operate defective equipment on or off the job site. The Employer shall supply forms to be made available to the Operator on which to report defects. A qualified representative of the company shall make decisions as to whether the equipment is defective or not.

ARTICLE 27 – CONSTRUCTION MANAGEMENT

27.01 Without restricting in any way the application of the sub contracting provision contained in Article 19 of this Agreement, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to said Article 19 unless:

ARTICLE 27 (cont'd)

(i) The owner solicits directly bids for work covered by this Agreement from contractor(s) not bound to this Agreement; and

(ii) The owner accepts bid(s) from such contractor(s); and

(iii) The owner contracts or sub contracts directly with such contractor(s) without contractual obligation of the Employer for the work of such contractor(s), other than for the negligent acts or omissions of the Employer.

ARTICLE 28 - PAY EQUITY

28.01 The parties agree that as of January 1, 1990 there are no female dominated job classes within the bargaining unit and, therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan for the Employer Bargaining Agency and The Employee Bargaining Agency.

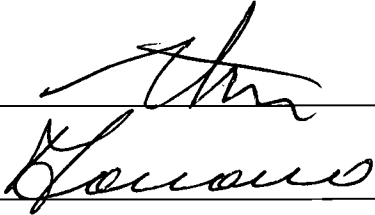
ARTICLE 29 - DURATION

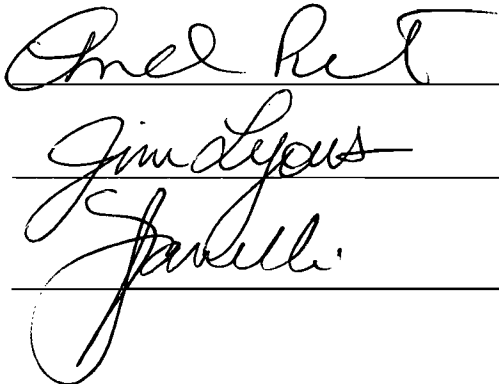
29.01 This Agreement shall become effective on the 6th day of May, 2010 and shall continue in effect until the thirtieth (30th) day of April 2013, and shall continue in force triennially thereafter unless either party shall furnish the other with notice of its intention to amend this agreement within One Hundred and Twenty (120) days prior to the thirtieth day of April 2013, or in a like period in any triennial year thereafter.

Dated at Sarnia, Ontario this 6th day of May 2010.

FOR THE TEAMSTER  
CONSTRUCTION COUNCIL  
OF ONTARIO

FOR THE CONSTRUCTION  
TEAMSTER EMPLOYER BARGAINING  
AGENCY

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## SCHEDULE" A "

OLRB AREA 1 - LOCAL UNION 879

WINDSOR AND CHATHAM

CLASSIFICATIONS

CLASS #1 - Warehousemen, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	29.15	2.92	2.55	5.25	.35	.10	40.32
May 1, 2011	29.97	3.00	2.65	5.35	.35	.10	41.42
May 1, 2012	30.70	3.07	2.80	5.50	.35	.10	42.52

CLASS #2 - Tractor, Dump, Stake, Farm Tractor (with 5th wheel hookup), Fork Lift Driver 5 tons and over in warehouse, compound and storage area. Ready-Mix driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	29.12	2.91	2.55	5.25	.35	.10	40.28
May 1, 2011	29.94	2.99	2.65	5.35	.35	.10	41.38
May 1, 2012	30.66	3.07	2.80	5.50	.35	.10	42.48

CLASS #3 - Fork Lift Driver under 5 tons and all other vehicles.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	28.63	2.86	2.55	5.25	.35	.10	39.74
May 1, 2011	29.45	2.94	2.65	5.35	.35	.10	40.84
May 1, 2012	30.17	3.02	2.80	5.50	.35	.10	41.94

\* OTF - Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION: Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.



Schedule "A"  
OLRB AREA 1  
WINDSOR AND CHATHAM

### OVERTIME

Any time worked in excess of the hours as set forth in Article 7, Section 7.01 and 7.02 hereof shall be deemed as overtime and shall be paid for at the rate of time and one half (1 1/2) the Employee's regular hourly rate.

Any and all work performed on Saturday shall be deemed as overtime and shall be paid for at the rate of time and one half (1 1/2) the Employee's regular hourly rate.

Any and all work performed on a Sunday, or, on any of the Holidays as set forth in Article 18, Section 18.01 hereof, shall be deemed to be overtime and shall be paid for at DOUBLE the regular hourly rate.

### TRANSPORTATION & TRANSFER OF EMPLOYEES

For the purpose of determining the Employer's obligation to supply transportation to Employees, the area to which this Agreement applies is divided into zones.

1. Essex County - Employees Providing Transportation

There shall be a free zone within a fifteen (15) mile radius of the intersection of Walker Road and Highway #401; no travel allowance shall be paid to the Employees working in this area.

2. Twenty (20) Mile Limit

When an Employee is required to work in an area outside of the above free zone up to a distance of twenty (20) miles in any direction, he shall be paid a travel allowance of; May 6, 2010, \$5.53; May 1, 2011, \$5.70; May 1, 2012, \$5.87.

3. Outside Twenty (20) Mile Limit

When an Employee is required to work in an area outside of the above free zone and the twenty (20) mile area, to the boundaries of Essex County, he shall be paid a travel allowance of; May 6, 2010, \$11.09; May 1, 2011, \$11.42; May 1, 2012, \$11.76.

4. Travel from Essex County to Kent County

If an Employee is required to travel from any place in Essex County outside the free zone to Kent County, he shall be paid a travel allowance per mile to the job site, and return; May 6, 2010, \$0.31; May 1, 2011, \$0.32; May 1, 2012, \$0.33.

5. All of the above miles shall be paid for by the most direct route.

1. Kent County - Employees Providing Transportation

There shall be a free zone within a ten (10) mile radius of the Chatham City Hall; no travel allowance shall be paid to the Employee working in this area.

2. Outside Ten (10) Mile Limit

When an Employee is required to work in an area outside the above free zone anywhere within the boundary of Kent County, he shall be paid a travel allowance of; May 6, 2010, \$5.54; May 1, 2011, \$5.71, May 1, 2012, \$5.88.

3. Travel from Kent County to another County

If an Employee is required to travel from any place in Kent County, outside the free zone to another County, he shall be paid a travel allowance of \$0.28 per mile to the job site and return. Effective May 6, 2010, \$0.31; May 1, 2011, \$0.32; May 1, 2012, \$0.33. All of the above miles shall be measured by the most direct automobile route.

1. EMPLOYER PROVIDING TRANSPORTATION

When an Employer makes transportation available to a project within each of the above areas, no travel allowance will be paid to the Employee. The Employer shall supply transportation to and from the job, thus, conforming to the Worker's Compensation Board ruling, covering Employees in transit.

2. Transportation facilities when provided by the Employer are to be in vehicles primarily built or modified for transporting passengers and the Employee driver to be paid at regular rate of pay.

3. Waiting time will be paid to those Employees who are required to leave early or stay late because of said Company transportation.

4. When an Employer makes transportation available to a project in Kent County from Essex County, the Employee shall be paid travel time one way to the project at straight time rate.

5. When an Employer transfers any Employee from one job to another and the transfer is made during working hours the transportation charges and the time during transit (at the prevailing wage rate and travel allowance) shall be paid by the Employer.

6. Notwithstanding when an Employee is transferred from one job to another the Employer shall at all times be responsible for and arrange for the transportation of the Employee's tools from one job to another at the Employer's expense.

### BOARD ALLOWANCE

Employees who are sent out of the municipality in which they reside to do work shall if required by the Employer to remain out of such municipality, be paid their expenditures for board and lodge of; May 6, 2010, \$174.10; May 1, 2011, \$179.32; May 1, 2012, May 1, 2012, \$184.70 for each week they are required to remain out of the municipality.

Employees in receipt of board allowance shall be paid this allowance for any Holiday, providing that such Employees work a full scheduled shift, if, it can be worked, on the normal working day preceding the Holiday, and, a full scheduled shift, if it can be worked on the normal working day immediately following the Holiday.

When Board Allowance applies, Travel Allowance and Travel Time, as per this Agreement will be paid once to the Employees by the Employer, to and from said out-of-town jurisdiction projects.

### NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by the Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

### NEW DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement"

## SCHEDULE "B"

## OLRB AREA 2 - LOCAL UNION 879

## SARNIA

CLASSIFICATIONS

CLASS #1 - Float or Low Bed Driver, Warehousemen or Receiver, Dispatcher, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	30.95	3.09	2.55	5.25	.35	.10	42.29
May 1, 2011	31.76	3.18	2.65	5.35	.35	.10	43.39
May 1, 2012	32.49	3.25	2.80	5.50	.35	.10	44.49

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	30.78	3.08	2.55	5.25	.35	.10	42.11
May 1, 2011	31.60	3.16	2.65	5.35	.35	.10	43.21
May 1, 2012	32.33	3.23	2.80	5.50	.35	.10	44.31

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 ton and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	30.62	3.06	2.55	5.25	.35	.10	41.93
May 1, 2011	31.44	3.14	2.65	5.35	.35	.10	43.03
May 1, 2012	32.16	3.22	2.80	5.50	.35	.10	44.13

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	30.29	3.03	2.55	5.25	.35	.10	41.57
May 1, 2011	31.11	3.11	2.65	5.35	.35	.10	42.67
May 1, 2012	31.84	3.18	2.80	5.50	.35	.10	43.77

\* OTF – Ontario Teamsters Training Trust Fund

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

### FOREMEN RATES

General Foremen: \$2.00 per hour over Class #1 rate.

Foremen: \$1.00 per hour over Class #1 rate.

### RATIO OF SUPERVISION

1st Man to be Foreman who shall supervise up to 10 men

11 to 20 Men, 1 additional Foreman.

21 to 30 Men, 1 General Foreman who shall also supervise 1 crew of 10 men.

1 Foreman for each additional 10 Men thereafter.

### OVERTIME

Any work performed outside the regular hours as established in this Agreement, including the shift clause, shall be deemed to be overtime and the minimum rate of wages for such overtime shall be paid at the rate of double time.

If Employees are required to work past the supper hour (6:30 p.m.) they shall be supplied with a hot meal and every 4 hours thereafter until the assignment is completed.

### TRAVEL ALLOWANCE

1) Free Zone is defined as the City of Sarnia and Point Edward, east of the St. Clair River, south to the north side of the first Sombra Township Road south of Canadian Industries Ltd., then easterly to Highway #21 and north on Highway #21 to the junction of Highways #402 and #21, then north to Lake Huron on Plympton Sideroad #15, including any job or project with direct access off Highway #21 or Plympton Sideroad #15.

Zone A is remainder of Lambton County: May 6, 2010, \$12.34; May 1, 2011, \$12.71; May 1, 2012, \$13.09, per day for work in this zone.

2) Pro rata pay is a fraction of the day worked, when a man leaves of his own volition.

3) Subsistence allowance shall be: May 6, 2010, \$63.82; May 1, 2011, \$65.73; May 1, 2012, \$67.70; per scheduled work day for a member working and boarding outside of Lambton County.

Transportation shall be supplied to and from such jobs once a month.

NEW CLASSIFICATIONS

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this agreement.

NEW - DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement".

## SCHEDULE "C"

## OLRB AREA 8 - LOCAL UNION 230

## TORONTO

CLASSIFICATIONS

Class #1 - Warehouse and Storekeeper, Float Truck and Tractor Trailer, Load Bearing Boom Truck, Haulpack Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	32.04	3.20	2.55	5.25	.35	43.39
May 1, 2011	32.85	3.29	2.65	5.35	.35	44.49
May 1, 2012	33.58	3.36	2.80	5.50	.35	45.59

CLASS #2 – Ready-Mix, DW20 & 21 rear end, Ejectors and Belly Dumps, Farm Tractor Driver with 5th Wheel Hookup. Ready Mix-Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	31.99	3.20	2.55	5.25	.35	43.34
May 1, 2011	32.81	3.28	2.65	5.35	.35	44.44
May 1, 2012	33.54	3.35	2.80	5.50	.35	45.54

CLASS #3 - Dump Crete, Fork Lift Driver 5 ton and over in Warehouse, Compound and Storage area.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	31.94	3.19	2.55	5.25	.35	43.28
May 1, 2011	32.75	3.28	2.65	5.35	.35	44.38
May 1, 2012	33.48	3.35	2.80	5.50	.35	45.48

CLASS #4 - Dump Trucks, Service Trucks, Flat and Stake Trucks, Fuel Trucks, Bulk Lift, Farm Tractor Operators, Warehouse Helper, Fork Lift Driver under 5 tons.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	31.89	3.19	2.55	5.25	.35	43.23
May 1, 2011	32.71	3.27	2.65	5.35	.35	44.33
May 1, 2012	33.44	3.34	2.80	5.50	.35	45.43

\* OTF- Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

TRAVELLING ALLOWANCE

Any Employee who is required to report for work beyond the limits of Metropolitan Toronto shall be paid a travel allowance of: May 6, 2010 \$8.87; May 1, 2011, \$9.14; May 1, 2012, \$9.41, per day, except where company transportation is supplied.

There shall be no travel expense allowed for working within the limits of: north to Steeles Avenue, east to Altona Road, west to Etobicoke Creek.

OVERTIME

Time and one half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive.

Double Time shall be paid for any hours worked on a Saturday, Sunday or any one of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

NEW – DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement."



## SCHEDULE "D"

OLRB AREA 4, 5, 26 - LOCAL UNION 879

HAMILTON

CLASSIFICATIONS

Class #1 - Tractor Trailers & Floats, Fork Lifts used to unload Trucks in Warehouse and Compound only, Fuel Trucks, Articulated Dump Truck and Euclids 25 tons and over, Haulpack Driver, Load Bearing Boom Truck Driver, Checkers & Warehousemen.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	30.26	3.03	2.55	5.25	.35	.10	41.54
May 1, 2011	31.08	3.11	2.65	5.35	.35	.10	42.64
May 1, 2012	31.80	3.18	2.80	5.50	.35	.10	43.74

CLASS #2 - Drivers Pick-up Trucks, Dump Trucks & Flat Trucks up to 15 tons. Ready - Mix driver classification working from a portable batch plant set up by the prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	29.91	2.99	2.55	5.25	.35	.10	41.15
May 1, 2011	30.73	3.07	2.65	5.35	.35	.10	42.25
May 1, 2012	31.45	3.15	2.80	5.50	.35	.10	43.35

\* OTF- Ontario Teamsters Training Trust Fund

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

OVERTIME

All time worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 and on Saturdays, Sundays or on anyone of the recognized holidays set forth in Article 18, Section 18.01 hereof shall be paid at the rate of Double Time.

### TRAVELLING ALLOWANCE

There is hereby established the following Free Zone for which no Travel Allowance is payable.

FREE ZONE - A seven (7) mile radius from the Hamilton City Hall including the City of Burlington, and East to Highway 25, then Northwest to the Junction of Highways 5 and 25, then Southwesterly along Highway 5 to the point Highway 5 intersects with the seven (7) mile radius of the Hamilton City Hall.

A daily Travel Allowance of; May 1, 2010, \$15.92; May 1, 2011, \$16.40; May 1, 2012, \$16.89 per day worked or reported shall be paid to each Employee covered by this Schedule who is directed by the Employer to a job site beyond the Free Zone defined herein, unless transportation is supplied by the Employer on the Employer's time.

### ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100-mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board Allowance of; May 1, 2010, \$52.08, May 1, 2011, \$53.64, May 1, 2012, \$55.25 per day worked.

### NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

### NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

### NEW-DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement."

## SCHEDULE "E"

## OLRB AREA 18 - LOCAL UNION 230

## BARRIE

CLASSIFICATIONS

Class #1 - Float or Low Bed Driver, Warehousemen or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.77	2.88	2.55	5.25	.35	39.80
May 1, 2011	29.59	2.96	2.65	5.35	.35	40.90
May 1, 2012	30.32	3.03	2.80	5.50	.35	42.00

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready Mix-Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.67	2.87	2.55	5.25	.35	39.69
May 1, 2011	29.49	2.95	2.65	5.35	.35	40.79
May 1, 2012	30.22	3.02	2.80	5.50	.35	41.89

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.57	2.86	2.55	5.25	.35	39.58
May 1, 2011	29.39	2.94	2.65	5.35	.35	40.68
May 1, 2012	30.12	3.01	2.80	5.50	.35	41.78

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.47	2.85	2.55	5.25	.35	39.47
May 1, 2011	29.29	2.93	2.65	5.35	.35	40.57
May 1, 2012	30.02	3.00	2.80	5.50	.35	41.67

\* OTF- Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

TRAVELLING ALLOWANCE

Daily Travel Allowance will be paid to Employees who are not receiving Board Allowance as set forth herein on the following basis, unless transportation is supplied by the Employer on the Employer's time –

(a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.

(b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.62; May 1/11 \$4.76; May 1/12 \$4.90 per day travel allowance for each day worked.

(c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.95; May 1/11 \$7.16; May 1/12 \$7.37 per day travel allowance for each day worked.

(d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$9.29; May 1/11 \$9.57; May 1/12 \$9.86 per day travel allowance for each day worked.

(e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.62; May 1/11 \$11.97; May 1/12 \$12.33 per day travel allowance for each day worked.

(f) If an Employee lives within a 71 to 100 mile radius of the job site, he will receive \$13.98; May 1/11 \$14.40; May 1/12 \$14.83 per day travel allowance for each day worked.

NOTE:

1. For the purpose of this Article, "radius miles" shall be measured from the center point of each job site.

2. An Employee's regular residence is the place where he maintains a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.

ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100 mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board Allowance of \$62.25; May 1/11 \$64.12; May 1/12 \$66.04 per day worked.

NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

NEW – DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employer deduction see "Article 5.07 of the Master Portion of this Agreement".

## SCHEDULE "F"

OLRB 12, 29, 30 – LOCAL UNION 91

BELLEVILLE, KINGSTON, BROCKVILLE

CLASSIFICATIONS

Class #1 - Float or Low Bed Driver, Warehousemen or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	29.81	2.98	2.55	5.25	.35	40.94
May 1, 2011	30.63	3.06	2.65	5.35	.35	42.04
May 1, 2012	31.35	3.14	2.80	5.50	.35	43.14

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready Mix-Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	29.71	2.97	2.55	5.25	.35	40.83
May 1, 2011	30.53	3.05	2.65	5.35	.35	41.93
May 1, 2012	31.25	3.13	2.80	5.50	.35	43.03

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	29.61	2.96	2.55	5.25	.35	40.72
May 1, 2011	30.43	3.04	2.65	5.35	.35	41.82
May 1, 2012	31.15	3.12	2.80	5.50	.35	42.92

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	29.51	2.95	2.55	5.25	.35	40.61
May 1, 2011	30.33	3.03	2.65	5.35	.35	41.71
May 1, 2012	31.05	3.11	2.80	5.50	.35	42.81

\* OTF - Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

Schedule "F"  
OLRB AREA 12, 29, 30  
BELLEVILLE, KINGSTON,  
BROCKVILLE

OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

TRAVELLING ALLOWANCE

Daily Travel Allowance will be paid to Employees who are not receiving Board Allowance as set forth herein on the following basis, unless Transportation is supplied by the Employer on the Employers time -

(a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.

(b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.62; May 1/11 \$4.76; May 1/12 \$4.90 per day travel allowance for each day worked.

(c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.95; May 1/11 \$7.16; May 1/12 \$7.37 per day travel allowance for each day worked.

(d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$9.29; May 1/11 \$9.57; May 1/12 \$9.86 per day travel allowance for each day worked.

(e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.62; May 1/11 \$11.97; May 1/12 \$12.33 per day travel allowance for each day worked.

(f) If an Employee lives within a 71 to 100 mile radius of the job site, he will receive \$13.98; May 1/11 \$14.40; May 1/12 \$14.83 per day travel allowance for each day worked.

NOTE

1. For the purpose of this Article, "radius miles" shall be measured from the center point of each job site.

2. An Employee's regular residence is the place where he maintains a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.

Schedule "F"  
OLRB AREA 12, 29,30  
BELLEVILLE, KINGSTON,  
BROCKVILLE

#### ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100-mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board Allowance of \$62.25 per day worked; May 1/11 \$64.12; May 1/12 \$66.04.

#### NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

#### NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

#### NEW – DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement".



## SCHEDULE " G "

## OLRB AREA 15 - LOCAL UNION 91

## OTTAWA

CLASSIFICATIONS

Class #1 - Float or Low Bed Driver, Warehouseman or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type-off road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.98	2.90	2.55	5.25	.35	40.03
May 1, 2011	29.80	2.98	2.65	5.35	.35	41.13
May 1, 2012	30.53	3.05	2.80	5.50	.35	42.23

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.84	2.88	2.55	5.25	.35	39.87
May 1, 2011	29.65	2.97	2.65	5.35	.35	40.97
May 1, 2012	30.38	3.04	2.80	5.50	.35	42.07

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.74	2.87	2.55	5.25	.35	39.76
May 1, 2011	29.55	2.96	2.65	5.35	.35	40.86
May 1, 2012	30.28	3.03	2.80	5.50	.35	41.96

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.64	2.86	2.55	5.25	.35	39.65
May 1, 2011	29.45	2.95	2.65	5.35	.35	40.75
May 1, 2012	30.18	3.02	2.80	5.50	.35	41.85

\* OTF- Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

TRAVELLING ALLOWANCE

Daily Travel Allowance will be paid to Employees who are not receiving Board Allowance as set forth herein on the following basis, unless transportation is supplied by the Employer on the Employer's time –

- (a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.
- (b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.62; May 1/11 \$4.76; May 1/12 \$4.91 per day travel allowance for each day worked
- (c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.95; May 1/11 \$7.16; May 1/12 \$ 7.37 per day travel allowance for each day worked.
- (d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$9.29; May 1/11 \$9.57; May 1/12 \$9.86 per day travel allowance for each day worked.
- (e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.62; May 1/11 \$11.97; May 1/12 \$12.33 per day travel allowance for each day worked.
- (f) If an Employee lives within a 71 to 100 mile radius of the job site, he will receive \$13.98; May 1/11 \$14.40; May 1/12 \$14.83 per day travel allowance for each day worked.

NOTE

1. For the purpose of this Article, "radius miles" shall be measured from the center point of each job site.
2. An Employee's regular residence is the place where he maintains a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.

ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100-mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board Allowance of \$62.25 per day worked, May 1/ 11 \$64.12; May 1/12; \$66.04.

NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

NEW CLAUSE

Any Employer who is signatory to, and who regularly works under terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

NEW – DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement".

## SCHEDULE "H"

OLRB AREA 13, 14, 31 - LOCAL UNION 91

SMITH FALLS, PEMBROKE, CORNWALL

CLASSIFICATIONS

Class #1 - Float or Low Bed Driver, Warehousemen or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.15	2.82	2.55	5.25	.35	39.12
May 1, 2011	28.97	2.90	2.65	5.35	.35	40.22
May 1, 2012	29.70	2.97	2.80	5.50	.35	41.32

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.05	2.81	2.55	5.25	.35	39.01
May 1, 2011	28.87	2.89	2.65	5.35	.35	40.11
May 1, 2012	29.60	2.96	2.80	5.50	.35	41.21

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	27.97	2.80	2.55	5.25	.35	38.90
May 1, 2011	28.77	2.88	2.65	5.35	.35	40.00
May 1, 2012	29.50	2.95	2.80	5.50	.35	41.10

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	27.85	2.79	2.55	5.25	.35	38.79
May 1, 2011	28.67	2.87	2.65	5.35	.35	39.89
May 1, 2012	29.40	2.94	2.80	5.50	.35	40.99

\* OTF - Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

Schedule "H"  
OLRB AREA 13, 14, 31  
SMITH FALLS, PEMBROKE,  
CORNWALL

OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

TRAVELLING ALLOWANCE

Daily Travel Allowance will be paid to Employees who are not receiving Board Allowance as set forth herein on the following basis, unless transportation is supplied by the Employer on the Employer 's time –

(a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.

(b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.62; May 1/11 \$4.71; May 1/12 \$4.91 per day travel allowance for each day worked.

(c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.95; May 1/11 \$7.16; May 1/12 \$7.38 per day travel allowance for each day worked.

(d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$9.29; May 1/11 \$9.57; May 1/12 \$ 9.86 per day travel allowance for each day worked.

(e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.62; May 1/11 \$11.97; May 1/12 \$12.33 per day travel allowance for each day worked.

(f) If an Employee lives within a 71 to 100 mile radius of the job site, he will receive \$13.98; May 1/11 \$14.40; May 1/12 \$14.83 per day travel allowance for each day worked.

NOTE

1. For the purpose of this Article, "radius miles" shall be measured from the center point of each job site.

2. An Employee's regular residence is the place where he maintains a self contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.

Schedule "H"  
OLRB AREA 13, 14, 31  
SMITH FALLS, PEMBROKE,  
CORNWALL

#### ROOM AND BOARD ALLOWANCE

If an employee lives over a 100-mile radius from the job site and is directed by the employer to such job site, he shall receive Room and Board Allowance of \$62.25; May 1/11 \$64.12; May 1/12 \$66.04 per day worked.

#### NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

#### NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

#### NEW – DENOVA – EMPLOYER CONTRIUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master portion of this Agreement".

## SCHEDULE "I"

OLRB AREA 9, 10 - LOCAL UNION 230

OSHAWA, COBOURG

CLASSIFICATIONS

Class #1 - Float or Low Bed Driver, Warehousemen or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.45	2.85	2.55	5.25	.35	39.45
May 1, 2011	29.27	2.93	2.65	5.35	.35	40.55
May 1, 2012	30.00	3.00	2.80	5.50	.35	41.65

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 1, 2010	29.26	2.93	2.55	5.25	.35	40.34
May 1, 2011	30.08	3.01	2.65	5.35	.35	41.44
May 1, 2012	30.81	3.08	2.80	5.50	.35	42.54

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 1, 2010	29.16	2.92	2.55	5.25	.35	40.23
May 1, 2011	29.98	3.00	2.65	5.35	.35	41.33
May 1, 2012	30.71	3.07	2.80	5.50	.35	42.43

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 1, 2010	29.06	2.91	2.55	5.25	.35	40.12
May 1, 2011	29.88	2.99	2.65	5.35	.35	41.22
May 1, 2012	30.61	3.06	2.80	5.50	.35	42.32

\* OTF- Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

TRAVELLING ALLOWANCE

Daily Travel Allowance will be paid to Employees who are not receiving Board Allowance as set forth herein on the following basis, unless transportation is supplied by the Employer on the Employer's time –

(a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.

(b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.41; May 1/11 \$4.54; May 1/12 \$4.68 per day travel allowance for each day worked.

(c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.63; May 1/11 \$6.83; May 1/12 \$7.03 per day travel allowance for each day worked.

(d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$8.85; May 1/11 \$9.12; May 1/12 \$9.39; per day travel allowance for each day worked.

(e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.05; May 1/11 \$11.38; May 1/12 \$11.72 per day travel allowance for each day worked

(f) If an Employee lives within a 71 to 100 mile radius of the job site, he will receive \$13.33; May 1/11 \$13.73; May 1/12 \$14.14 per day travel allowance for each day worked.

NOTE:

1. For the purpose of this Article, "radius miles" shall be measured from the center point of each job site.

2. An Employee's regular residence is the place where he maintains a self contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.



ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100-mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board Allowance of \$54.80; May 1/11 \$56.44; May 1/12 \$58.13 per day worked.

NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

NEW – DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement".

## SCHEDULE "J "

OLRB AREA 11 - LOCAL UNION 230

PETERBOROUGH

CLASSIFICATIONS

Class #1 - Float or Low Bed Driver, Warehousemen or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	27.97	2.80	2.55	5.25	.35	38.92
May 1, 2011	28.79	2.88	2.65	5.35	.35	40.02
May 1, 2012	29.52	2.95	2.80	5.50	.35	41.12

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	27.87	2.79	2.55	5.25	.35	38.81
May 1, 2011	28.69	2.87	2.65	5.35	.35	39.91
May 1, 2012	29.42	2.94	2.80	5.50	.35	41.01

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	27.77	2.78	2.55	5.25	.35	38.70
May 1, 2011	28.59	2.86	2.65	5.35	.35	39.80
May 1, 2012	29.32	2.93	2.80	5.50	.35	40.90

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	27.68	2.77	2.55	5.25	.35	38.60
May 1, 2011	28.50	2.85	2.65	5.35	.35	39.70
May 1, 2012	29.23	2.92	2.80	5.50	.35	40.80

\* OTF - Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

TRAVELLING ALLOWANCE

Daily Travel Allowance will be paid to Employees who are not receiving Board Allowance as set forth herein on the following basis, unless transportation is supplied by the Employer on the Employer's time –

(a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.

(b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.41; May 1/11 \$4.54; May 1/12 \$4.68 per day travel allowance for each day worked.

(c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.63; May 1/11 \$6.83; May 1/12 \$7.03 per day travel allowance for each day worked.

(d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$8.85; May 1/11 \$9.12; May 1/12 \$9.39 per day travel allowance for each day worked.

(e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.05; May 1/11 \$11.38; May 1/12 \$11.72 per day travel allowance for each day worked.

(f) If an Employee lives within a 71 to 100 mile radius of the job site, he will receive \$13.33; May 1/11 \$13.73; May 1/12 \$14.14 per day travel allowance for each day worked.

NOTE

1. For the purpose of this Article, "radius miles" shall be measured from the center Point of each job site.

2. An Employee's regular residence is the place where he maintains a self contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.

ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100-mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board Allowance of \$54.80; May 1/11 \$56.44; May 1/12 \$58.13 per day worked.

NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

NEW – DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement".

## SCHEDULE " K "

OLRB AREA 22, 23, 24, 25 - LOCAL UNION 938

THUNDER BAY, FORT FRANCIS, KENORA, MOOSE FACTORY

CLASSIFICATIONS

**Class #1** - Float or Low Bed Driver, Warehousemen or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	30.06	3.01	2.55	5.25	.35	41.22
May 1, 2011	30.88	3.09	2.65	5.35	.35	42.32
May 1, 2012	31.61	3.16	2.80	5.50	.35	43.42

**CLASS #2** - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	29.96	3.00	2.55	5.25	.35	41.11
May 1, 2011	30.78	3.08	2.65	5.35	.35	42.21
May 1, 2012	31.51	3.15	2.80	5.50	.35	43.31

**CLASS #3** - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	29.86	2.99	2.55	5.25	.35	41.00
May 1, 2011	30.68	3.07	2.65	5.35	.35	42.10
May 1, 2012	31.41	3.14	2.80	5.50	.35	43.20

**CLASS #4** - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	29.76	2.98	2.55	5.25	.35	40.89
May 1, 2011	30.58	3.06	2.65	5.35	.35	41.99
May 1, 2012	31.31	3.13	2.80	5.50	.35	43.09

\* OTF - Ontario Teamsters Training Trust Fund.

**FOREMEN** \$1.00 per hour over Class #1 Rate.

**SITE PREPARATION** Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

Schedule "K"  
OLRB AREA 22, 23, 24, 25  
THUNDER BAY, FORT FRANCIS,  
KENORA, MOOSE FACTORY

OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

TRAVELLING ALLOWANCE

Daily Travel Allowance will be paid to Employees who are not receiving Board Allowance as set forth herein on the following basis, unless transportation is supplied by the Employer on the Employer's time –

(a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.

(b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.62; May 1/11 \$4.76; May 1/12 \$4.91 per day travel allowance for each day worked.

(c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.95; May 1/11 \$7.16; May 1/12 \$7.38 per day travel allowance for each day worked

(d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$9.29; May 1/11 \$9.57; May 1/12 \$9.86 per day travel allowance for each day worked.

(e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.62; May 1/11 \$11.97; May 1/12 \$12.33 per day travel allowance for each day worked.

(f) If an Employee lives within a 71 to 100 mile radius of the job site, he will receive \$13.98; May 1/11 \$14.40; May 1/12 \$14.83 per day travel allowance for each day worked.

NOTE

1. For the purpose of this Article, "radius miles" shall be measured from the center point of each job site.

2. An Employee's regular residence is the place where he maintains a self contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.

Schedule "K"  
OLRB AREA 22, 23, 24,25  
THUNDER BAY, FORT FRANCIS,  
KENORA, MOOSE FACTORY

#### ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100-mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board of \$62.25; May 1/11 \$64.12; May 1/12 \$66.04 per day worked.

#### NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

#### NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

#### NEW – DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement".

SCHEDULE " L "  
OLRB AREA 6, 7, 27 - LOCAL UNION 879  
KITCHENER, WATERLOO, GUELPH, ORANGEVILLE

CLASSIFICATIONS

Class #1 - Float or Low Bed Driver, Warehousemen or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	27.95	2.79	2.55	5.25	.35	.10	38.99
May 1, 2011	28.76	2.88	2.65	5.35	.35	.10	40.09
May 1, 2012	29.49	2.95	2.80	5.50	.35	.10	41.19

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	27.85	2.78	2.55	5.25	.35	.10	38.88
May 1, 2011	28.66	2.87	2.65	5.35	.35	.10	39.98
May 1, 2012	29.39	2.94	2.80	5.50	.35	.10	41.08

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	27.75	2.77	2.55	5.25	.35	.10	38.77
May 1, 2011	28.56	2.86	2.65	5.35	.35	.10	39.87
May 1, 2012	29.29	2.93	2.80	5.50	.35	.10	40.97

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	27.65	2.76	2.55	5.25	.35	.10	38.66
May 1, 2011	28.46	2.85	2.65	5.35	.35	.10	39.76
May 1, 2012	29.19	2.92	2.80	5.50	.35	.10	40.86

\* OTF - Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.



Schedule "L"  
OLRB AREA 6, 7, 27  
KITCHENER, WATERLOO,  
GUELPH, ORANGEVILLE

### OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

### TRAVELLING ALLOWANCE

Daily Travel Allowance will be paid to Employees who are not receiving Board Allowance as set forth herein on the following basis, unless transportation is supplied by the Employer on the Employer's time –

(a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.

(b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.41; May 1/11 \$4.54; May 1/12 \$4.68 per day travel allowance for each day worked.

(c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.63; May 1/11 \$6.83; May 1/12 \$7.04 per day travel allowance for each day worked.

(d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$8.85; May 1/11 \$9.11; May 1/12 \$9.39 per day travel allowance for each day worked.

(e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.05; May 1/11 \$11.38; May 1/12 \$11.72 per day travel allowance for each day worked.

(f) If an Employee lives within a 71 to 100 mile radius of the job site, he will receive \$13.33; May 1/11 \$13.73; May 1/12 \$14.14 per day travel allowance for each day worked.

### NOTE:

1. For the purpose of this Article, "radius miles" shall be measured from the center point of each job site.

2. An Employee's regular residence is the place where he maintains a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.

Schedule "L"  
OLRB AREA 6, 7, 27  
KITCHENER, WATERLOO,  
GUELPH, ORANGEVILLE

#### ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100-mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board Allowance of \$54.80; May 1/11 \$56.44; May 1/12 \$58.13 per day worked.

#### NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

#### NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

#### NEW - DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement".

SCHEDULE "M"  
OLRB AREA 3, 28 - LOCAL UNION 879  
LONDON, OWEN SOUND 879

CLASSIFICATIONS

Class #1 - Float or Low Bed Driver, Warehousemen or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	28.88	2.89	2.55	5.25	.35	.10	40.02
May 1, 2011	29.70	2.97	2.65	5.35	.35	.10	41.12
May 1, 2012	30.43	3.04	2.80	5.50	.35	.10	42.22

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	28.78	2.88	2.55	5.25	.35	.10	39.91
May 1, 2011	29.60	2.96	2.65	5.35	.35	.10	41.01
May 1, 2012	30.33	3.03	2.80	5.50	.35	.10	42.11

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	28.68	2.87	2.55	5.25	.35	.10	39.80
May 1, 2011	29.50	2.95	2.65	5.35	.35	.10	40.90
May 1, 2012	30.23	3.02	2.80	5.50	.35	.10	42.00

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	LU879 SERVICE	PACKAGE
May 6, 2010	28.58	2.86	2.55	5.25	.35	.10	39.69
May 1, 2011	29.40	2.94	2.65	5.35	.35	.10	40.79
May 1, 2012	30.13	3.01	2.80	5.50	.35	.10	41.89

\* OTF - Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

Schedule "M"  
OLRB AREA 3, 28  
LONDON, OWEN SOUND

OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

TRAVELLING ALLOWANCE

Daily Travel Allowance will be paid to Employees who are not receiving Board Allowance as set forth herein on the following basis, unless transportation is supplied by the Employer on the Employers' s time –

(a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.

(b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.41; May 1/11 \$4.54; May 1/12 \$4.68 per day travel allowance for each day worked.

(c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.63; May 1/11 \$6.83; May 1/12 \$7.04 per day travel allowance for each day worked.

(d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$8.85; May 1/11 \$9.11; May 1/12 \$9.39 per day travel allowance for each day worked.

(e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.05; May 1/11 \$11.38; May 1/12 \$11.72 per day travel allowance for each day worked.

(f) If an Employee lives within a 71 to 100 mile radius of the Job site, he will receive \$13.33; May 1/11 \$13.73; May 1/12 \$14.14 per day travel allowance for each day worked.

NOTE:

1. For the purpose of this Article, "radius miles" shall be measured from the center point of each job site.

2. An Employee's regular residence is the place where he maintains a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.

Schedule "M"  
OLRB AREA 3, 28  
LONDON, OWEN SOUND

#### ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100-mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board Allowance of \$54.80; May 1/11 \$56.44; May 1/12 \$58.13 per day worked.

#### NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

#### NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

#### NEW – DENOVA - EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement".

## SCHEDULE "N"

## OLRB AREA 21 - LOCAL UNION

230 SAULT STE. MARIE

CLASSIFICATIONS

Class #1 - Float or Low Bed Driver, Warehousemen or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.06	2.81	2.55	5.25	.35	39.02
May 1, 2011	28.88	2.89	2.65	5.35	.35	40.12
May 1, 2012	29.61	2.96	2.80	5.50	.35	41.22

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	27.92	2.79	2.55	5.25	.35	38.86
May 1, 2011	28.74	2.87	2.65	5.35	.35	39.96
May 1, 2012	29.46	2.95	2.80	5.50	.35	41.06

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	27.82	2.78	2.55	5.25	.35	38.75
May 1, 2011	28.64	2.86	2.65	5.35	.35	39.85
May 1, 2012	29.36	2.94	2.80	5.50	.35	40.95

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	27.72	2.77	2.55	5.25	.35	38.64
May 1, 2011	28.54	2.85	2.65	5.35	.35	39.74
May 1, 2012	29.26	2.93	2.80	5.50	.35	40.84

\* OTF - Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18.01 hereof.

TRAVELLING ALLOWANCE

Daily Travel allowance will be paid to employees who are not receiving Board Allowance as set forth herein on the following basis, unless transportation is supplied by the Employer on the Employer's time –

(a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.

(b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.62; May 1/11 \$4.76; May 1/12 \$4.91 per day travel allowance for each day worked.

(c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.95; May 1/11 \$7.16; May 1/12 \$7.38 per day travel allowance for each day worked.

(d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$9.29; May 1/11 \$9.57; May 1/12 \$9.86 per day travel allowance for each day worked.

(e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.62; May 1/11 \$11.97; May 1/12 \$12.33 per day travel allowance for each day worked.

(f) If an Employee lives within a 71 to 100 mile radius of the job site, he will receive \$13.98; May 1/11 \$14.40; May 1/12 \$14.83 per day travel allowance for each day worked.

NOTE:

1 For the purpose of this Article, "radius miles" shall be measured from the center point of each job site.

2 An Employee's regular residence is the place where he maintains a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.

Schedule "N"  
OLRB AREA 21  
SAULT STE. MARIE

#### ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100-mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board allowance of \$62.25; May 1/11 \$64.12; May 1/12 \$66.04 per day worked.

#### NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

#### NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

#### NEW – DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement".



## SCHEDULE "0"

OLRB AREA 16, 17, 19, 20 - LOCAL UNION 230

NORTH BAY, SUDBURY, TIMMMINS, KIRKLAND LAKE

CLASSIFICATIONS

Class #1 - Float or Low Bed Driver, Warehousemen or Receiver, Haulpack Driver, Load Bearing Boom Truck Driver, Articulated Dump Truck, Euclid type off-road Dump Truck.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.32	2.83	2.55	5.25	.35	39.30
May 1, 2011	29.14	2.91	2.65	5.35	.35	40.40
May 1, 2012	29.86	2.99	2.80	5.50	.35	41.50

CLASS #2 - Tandem Axle Driver, Tractor Trailer Driver, Farm Tractor with 5th Wheel Hookup Driver. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.22	2.82	2.55	5.25	.35	39.19
May 1, 2011	29.04	2.90	2.65	5.35	.35	40.29
May 1, 2012	29.76	2.98	2.80	5.50	.35	41.39

CLASS #3 - Single Axle Truck Driver, Fork Lift Driver 5 tons and over in Warehouse, Compound and Storage areas.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.13	2.81	2.55	5.25	.35	39.09
May 1, 2011	28.95	2.89	2.65	5.35	.35	40.19
May 1, 2012	29.67	2.97	2.80	5.50	.35	41.29

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift Driver under 5 ton, Warehouse Helper.

EFFECTIVE	RATE	VP&HP	WELFARE	PENSION	OTF	PACKAGE
May 6, 2010	28.03	2.80	2.55	5.25	.35	38.98
May 1, 2011	28.85	2.88	2.65	5.35	.35	40.08
May 1, 2012	29.57	2.96	2.80	5.50	.35	41.18

\* OTF- Ontario Teamsters Training Trust Fund.

FOREMEN \$1.00 per hour over Class #1 Rate.

SITE PREPARATION Site preparation and excavation work schedules shall be a named reference local agreement for each Board Area.

Schedule "0"  
OLRB AREA 16, 17, 19, 20  
NORTH BAY, SUDBURY,  
TIMMINS, KIRKLAND LAKE

### OVERTIME

Time and one-half shall be paid for any hours worked in excess of the regular hours of work provided in Article 7, Sections 7.01 and 7.02 hereof Monday through Friday inclusive. Double time shall be paid for any hours worked on a Saturday, Sunday, or any of the recognized Holidays set forth in Article 18, Section 18. 01 hereof.

### TRAVELLING ALLOWANCE

Daily Travel Allowance will be paid to Employees who are not receiving Board Allowance as set forth herein on the following basis, unless transportation is supplied by the Employer on the Employer's time –

(a) If an Employee lives within a 30-mile radius of the job site, no travel allowance shall be paid.

(b) If an Employee lives within a 31 to 40 mile radius of the job site, he will receive \$4.62; May 1/11 \$4.76; May 1/12 \$4.91 per day travel allowance for each day worked.

(c) If an Employee lives within a 41 to 50 mile radius of the job site, he will receive \$6.95; May 1/11 \$7.16; May 1/12 \$7.38 per day travel allowance for each day worked.

(d) If an Employee lives within a 51 to 60 mile radius of the job site, he will receive \$9.29; May 1/11 \$9.57; May 1/12 \$9.86 per day travel allowance for each day worked.

(e) If an Employee lives within a 61 to 70 mile radius of the job site, he will receive \$11.62; May 1/11 \$11.97; May 1/12 \$12.33 per day travel allowance for each day worked.

(f) If an Employee lives within a 71 to 100 mile radius of the job site, he will receive \$13.98; May 1/11 \$14.40; May 1/12 \$14.83 per day travel allowance for each day worked.

### NOTE:

1. For the purpose of this Article, "radius miles" shall be measured from the center point of each job site.

2. An Employee's regular residence is the place where he maintains a self contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides.

Schedule "0"  
OLRB AREA 16,17,19, 20  
NORTH BAY, SUDBURY,  
TIMMINS, KIRKLAND LAKE

#### ROOM AND BOARD ALLOWANCE

If an Employee lives over a 100-mile radius from the job site and is directed by the Employer to such job site, he shall receive Room and Board Allowance of \$ 62.25; May 1/11 \$64.12; May 1/12 \$66.04 per day worked.

#### NEW CLASSIFICATION

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates, governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

#### NEW CLAUSE

Any Employer who is signatory to, and who regularly works under the terms of a construction Collective Agreement with the appropriate Teamster Local for this area, may be allowed, subject to mutual agreement with the Local, to apply the Health and Welfare, Pension (where existing) and Wage Rates of such agreement provided that such wage rates be increased by the exact amount of extra deductions referred to in Article 5.04 of this ICI Agreement.

Where such an agreement is made it shall be made available to all signatory contractors.

#### NEW – DENOVA – EMPLOYER CONTRIBUTION/EMPLOYEE DEDUCTION

For DeNova Employer contribution and Employee deduction see "Article 5.07 of the Master Portion of this Agreement".