

SOURCE	Union		
EFF.	83	11	14
TERM.	89	10	30
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYES	100		

**ELEVATOR COLLECTIVE AGREEMENT
PROVINCE OF NOVA SCOTIA**

BETWEEN: CONSTRUCTION MANAGEMENT BUREAU LIMITED, on behalf of each of its Elevator contracting members as outlined under Appendix "C" hereof, or future Elevator contracting members who have or will authorize such Association to negotiate and conclude a Collective Agreement on their behalf;

- AND -

THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS,
ON BEHALF OF LOCAL 125, Halifax, Nova Scotia.

(hereinafter referred to as the "Union")

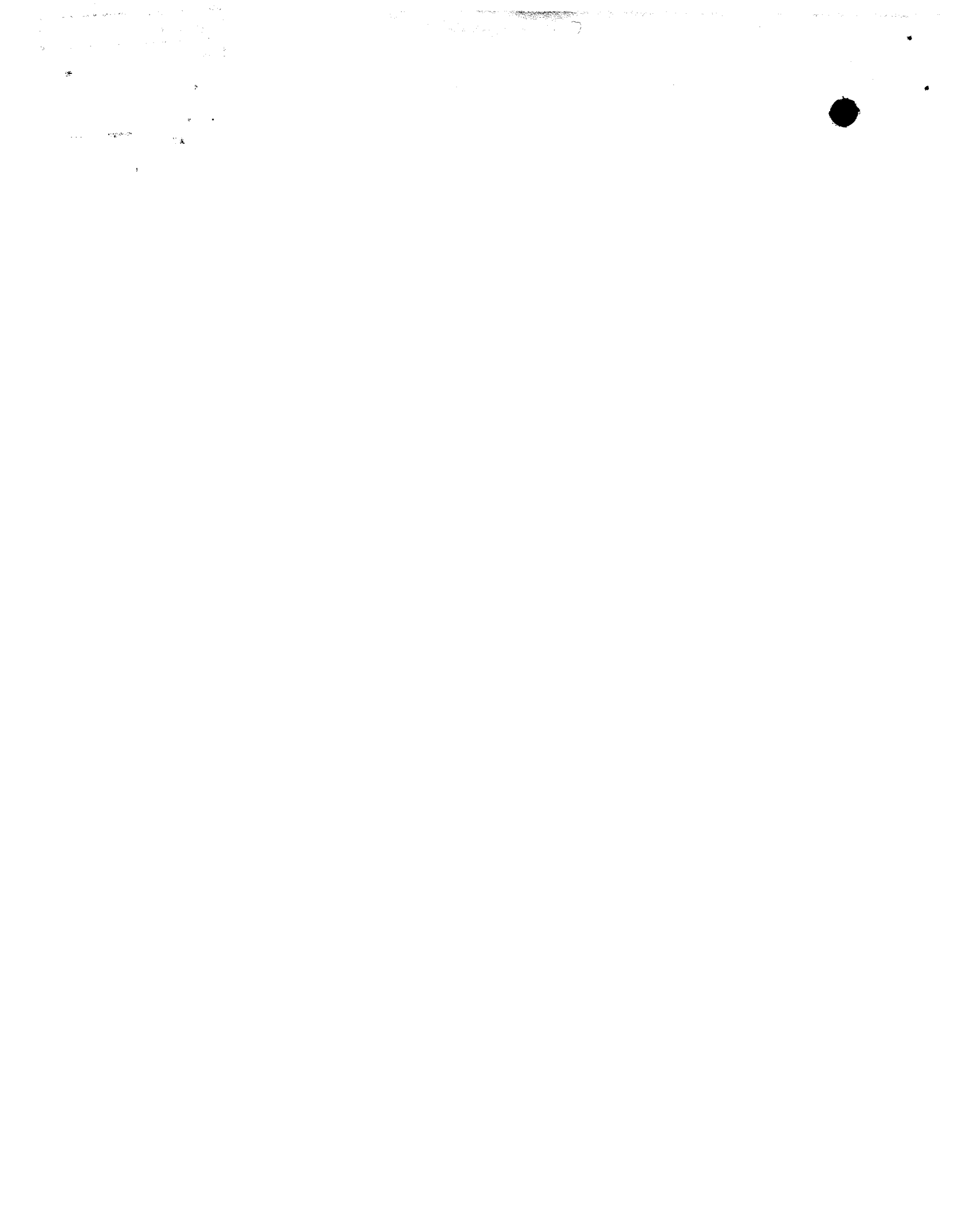
Effective Date: November 14, 1983

Expiration Date: April 30, 1989

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ARTICLE 1 - PARTIES TO THE AGREEMENT

The **CONSTRUCTION MANAGEMENT BUREAU LIMITED**, (Elevator Constructors Trade Division) as agent for and on behalf of Employers for the Province of Nova Scotia (which said Employers are hereinafter referred to as the "Employer");

- and -

The **NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION** comprising the following companies; Dover Corporation (Canada! Limited - Turnbull Elevator Division, Montgomery Elevator Company Limited, Otis Elevator Company Limited, Westinghouse Canada Limited - Elevator Division - as agent for and on behalf of Employers in the Province of New Brunswick and Prince Edward Island (which said Employers are hereinafter referred to as the "Employer");

- and -

The **INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS**, on behalf of **LOCAL 125**, Halifax, Nova Scotia (hereinafter referred to as the "Union").

ARTICLE 2 - RECOGNITION CLAUSE

- 2.01 The Employers recognize the Union as the exclusive bargaining representative for all Elevator Constructor Mechanics and Elevator Constructor Helpers in the employ of the Employers engaged in the installation, repair, maintenance and servicing of all equipment referred to in Article 4 and Article 5.
- 2.02 The Union recognizes that it is the responsibility of the Employers, in the interest of the purchaser, the Employers and their employees, to maintain the highest degree of operating efficiency and to continue technical development to obtain better quality, reliability and cost of its product provided, however, that this provision is not intended to affect the work jurisdiction as specified in other Articles of this Agreement.
- 2.03 The territorial scope of this Agreement shall include all work in the Provinces of Nova Scotia, New Brunswick and Prince Edward Island.
- 2.04 The Union recognizes the Construction Management Bureau Limited of Nova Scotia as the exclusive bargaining agent for all employers bound by this collective agreement and its members designated herein for the Province of Nova Scotia.
- 2.05 The Construction Management Bureau limited of Nova Scotia recognizes the Union as the exclusive bargaining agent for all work described herein for the Province of Nova Scotia.
- 2.06 The Employer and the Union mutually agree that the transfer of a Union member from another Local, such as an adjuster! shall be permitted provided that there are no Union members with the specific required skills available locally. It is mutually agreed that the transferred Union member will not displace a Local Union member. Both parties recognize the value of training of local employees.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such

right without restriction, save and except such prerogatives of Management as may be specifically modified by the terms and conditions of this Agreement.

3.02 Without limiting the generality of the foregoing, and subject to the other provisions of this Agreement, the Employers shall have the right to:

- (a) select personnel, hire, assign work or duties, transfer, lay off and recall employees;
- (b) discipline or discharge for just cause;
- (c) establish and enforce reasonable rules of conduct to be observed by employees.

ARTICLE 4 - WORK JURISDICTION

4.01.01 It is agreed by the Parties to this Agreement that all work specified in Article 4 shall be performed exclusively by Elevator Constructor Mechanics and Elevator Constructor Helpers in the employ of the Employer.

4.02.01 The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor from the time such equipment arrives at or near the building site shall be handled and unloaded by the Elevator Constructor without the use of a derrick or crane; except in the case of heavy material or unusual conditions a derrick or crane can be used under the supervision of an Elevator Constructor to handle and unload separately the heavy material described in paragraph 4.05.01, with the exception of plungers and cylinders which may be handled and unloaded together.

Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the Local Union, the Employer shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment.

4.02.02 The erecting and assembling of all elevator equipment to wit: electric hydraulic, steam, dumb waiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), compressed air and handpower and all other similar equipment and conveying systems generally used or usable for transporting persons, things or materials including accessories or apparatus.

The work includes the electrical connection of all apparatus and accessories from the Controller and includes the operation of a temporary or unfinished conveying system, as well as the operation of a finished system when the latter is used at the Employer's request to convey his employees, workmen or materials.

4.02.03 The erecting and assembling of all escalators, moving stairways, link belt carriers, theatre stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators. The escalator truss or parts of truss may be used as a shipping container for escalator components; such components shall be secured

within the truss with only sufficient fastening to provide safe transit and shall not be permanently aligned. All components with the exception of tracks shall be removed from the truss before alignment of the truss. It is agreed that the third sentence in 4.02.03, which reads "All components with the exception of tracks shall be removed from the truss before alignment of the truss.", shall be interpreted to mean that: All components, with the exception of tracks, shall be removed from the truss before the truss or sections of truss are joined and/or hoisted and placed in permanent position. The shimming and alignment of the tracks, including the connections between the straight tracks, and the upper and lower curved sections, shall be made in the field by the Elevator Constructor. In the case of escalator controllers, because of limited space available, extended wiring in the form of cables or separate wires may be connected at one end to the controller in the factory provided, however, that the other end of such extended wiring is not prepared for connection.

- 4.02.04 All wiring, conduit and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- 4.02.05 The erecting of all guide rails.
- 4.02.06 The installation of all grating and counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- 4.02.07 The drilling of overhead beams for attaching machines, sheaves, kick angles and all other elevator equipment.
- 4.02.08 The setting of all templates.
- 4.02.09 All foundations, whether of wood or metal, that should take the place of masonry.
- 4.02.10 The assembly of all cabs complete.
- 4.02.11 The installation of all indicators.
- 4.02.12 The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- 4.02.13 The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- 4.02.14 The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- 4.02.15 The drilling of doors for mounting of closing elevators.
- 4.02.16 The drilling of angle supports for mounting of closing devices except one template hole.
- 4.02.17 The drilling of sills for sill trips.
- 4.02.18 The operating of all temporary and uncompleted cars.
- 4.02.19 The setting of all elevator pressure open or pit tanks.

- 4.02.20 The setting of hydraulic power units (power units include motor, pump, drive valve system, internal piping, muffle, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- 4.02.21 All air cushions with the exception of those built of brick or those put together with hot rivets.
- 4.03.01 Nothing contained in Article 4 shall preclude an Employer from pre-assembling and prefabricating the following:
1. temporary elevators;
 2. residence elevators;
 3. dumbwaiters;
 4. dock elevators;
 5. parking garage elevators (such as Bowser, Pigeon Hole or similar types of elevators).

A temporary elevator is defined as a non-permanent elevator installed prior to, or during, construction work inside or outside buildings. The assembly, disassembly and moving of temporary elevators from job to job or area to area may be accomplished in the most economical fashion provided, however, whatever work is required to be performed at the job site in connection therewith shall be performed exclusively by Elevator Constructor Mechanics and Helpers.

Residence elevators shall mean elevators installed solely for use in a single family residence and not for general public use. Single family residences may be part of a multi-unit structure.

- 4.03.02 It is understood and agreed that the pre-assembly and/or prefabrication of electric walks, travelators, speed ramps or similar type of moving walks (limited to 15° incline per CSA Code) shall include the following:
1. Truss sections with drive units, machines, handrail drive-sheaves and drive chains installed and aligned.
 2. Truss sections with tracks installed and aligned.
 3. Balustrade brackets may be shipped attached but not aligned.

Work to be done in the field shall include setting and aligning of truss sections and supports, setting controllers, all wiring and conduit from the controller, installation of pallets (platforms and belting), handrails, handrail idler sheaves, centering guides, combplates, balustrades and trim.

- 4.04.01 It is agreed that when sinking, drilling, boring or digging cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, the Employer shall employ Elevator Constructor Mechanics and Elevator Constructor Helpers.
- 4.04.02 On any job where an Employer sub-contracts the sinking, drilling, boring or digging of cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, one Elevator Constructor Mechanic shall be employed by the Employer to supervise and assist in any and/or all work related to

sinking, drilling, boring or digging of the cylinder well including the installation of the casing whether its sections be welded, screwed or riveted or by any other method joined.

If, at any time, it is found that an Elevator Constructor Mechanic was not present during the sinking, drilling, boring or digging of the cylinder wells for hydraulic lifts, the Employer agrees to pay the Local Union Two Dollars (\$2.00) per foot for all such holes.

- 4.04.03 It is agreed that the work performed by the sub-contractor shall be strictly limited to work in connection with the digging of the hole and the installation of the casing. It is understood that the Employer will have the preceding sentence inserted in his contract with the sub-contractor.
- 4.04.04 The Employer shall have the Elevator Constructor Mechanic on the job at the time the sub-contractor arrives on the job for the drilling of the hole and during the entire time the sub-contractor performs any work in connection with the drilling of the hole including the setting up and/or assembly -and disassembly of the rig.
- 4.05.01 Where heavy material is to be hoisted or lowered outside of the structure, a derrick or crane can be used under the supervision of Elevator Constructors in the employ of the Employer. Heavy material under Paragraph 4.05.01 is confined to machines, controllers, generators, trusses or sections of trusses, plungers and cylinders. (Where multiple sections of cylinders and plungers are used they shall be connected in the field by Elevator Constructors.)
- 4.05.02 Where conditions are such that the following heavy material can be hoisted up the hoistway, it shall be hoisted by the Elevator Constructors. Where conditions are such that the following heavy material cannot be hoisted up the hoistway, it can be hoisted with a crane under the supervision of Elevator Constructors. Heavy material under Paragraph 4.05.02 is confined to beams, sheaves and bundles of rails.
- 4.05.03 The above heavy material in Paragraphs 4.05.01 and 4.05.02 shall be hoisted separately with the exception of plungers and cylinders which may be hoisted together.
- 4.05.04 All other material is to be hoisted or lowered by Elevator Constructors without the use of derrick or crane.
- 4.06.01 The wrecking or dismantling of elevator plants shall be performed by Elevator Constructor Mechanics and Elevator Constructor Helpers. Elevator plants as referred to in this paragraph are understood to include elevators, escalators, moving walks and all other equipment coming under the jurisdiction of the Elevator Constructor.
- 4.07.01 Where Elevator Constructor Mechanics are not available to lay car floor covering, it is agreed that the Employer may employ others to do this work.
- 4.08.01 Inserts and/or bond blocks are to be set by Elevator Constructor Mechanics in the primary jurisdictions of Local Unions. Inserts may be set by others outside of the primary jurisdictions of Local Unions where a full day's work cannot be provided.

- 4.09.01 The industry, including its employees and customers, will be served best by full utilization of the latest methods, techniques, technologies, tools and equipment available including communications equipment. Therefore, no restrictions shall be imposed on their use.
- 4.10.01 "The Canadian Joint Industry Committee" shall continue for the term of this Agreement consisting of six (6) members. Three (3) members shall be designated by the International Union of Elevator Constructors and three (3) members shall be designated by the Employers in the industry. In the event that the Employers in the industry cannot agree on those to be designated, at least two (2) of the three (3) shall be named by the "National Elevator and Escalator Association". The Joint Industry Committee is empowered to interpret the intent of the terms of this Agreement with respect to all disputes properly referred to it. In matters of dispute concerning the provisions of Article 4 or Article 5(A) of this Agreement, this Committee shall be bound by past decisions of the Canadian Joint Industry Committee and future decisions of its own, and before making any decisions shall study, where applicable, past and future decisions of the U.S. Joint Industry Committee and shall consider the persuasive value of such decisions, but shall be under no obligation to follow such U.S. Joint Industry Committee decisions. For purposes of information, decisions of the U.S. Joint Industry Committee heretofore made and yet to be made will be annexed to this Agreement as Appendix "B", and the decisions of the Canadian Joint Industry Committee established hereunder to be made in the future will be annexed to this Agreement as Appendix "A" and will be an integral part thereof.
- 4.10.02 Within seventy-two (72) hours, exclusive of Saturday, Sunday or a holiday, after a question or dispute arises concerning Article 4 or Article 5(A) and if there is no settlement of the question or dispute, the matter shall be submitted by either the Employers or the Union to the Joint Industry Committee. Within seven (7) calendar days after such submission, the Joint Industry Committee shall meet. If within five (5) calendar days thereafter the Committee is unable to reach a decision or is deadlocked, then either the Employers or the Union may submit the question or dispute to an impartial arbitrator as provided for in Paragraph 4.11.01.
- 4.10.03 While any question or dispute pertaining to Article 4 or Article 5(A) is being processed, the Employers where possible shall assign the employees work other than the work in dispute. Where a determination is made by the Employers that the employees are to continue to be assigned to the work in dispute, and if such determination is challenged, then a Committee consisting of two (2) representatives experienced in the operations of the industry, one (1) from each Party, shall promptly visit the job site to review the validity of the Employer's determination, it being understood that the Employees shall continue to perform the disputed work pending final resolution through all the procedures set forth herein. The unanimous decision of this Committee shall be binding on the Parties. If there is no such decision, then the matter shall be subject to the grievance and arbitration provisions of this Article.

- 4.10.04 Where the Employer does assign work other than the work in dispute and a point is reached where it is not possible to perform work other than the work in dispute, then the employees shall perform the disputed work pending final resolution as provided for herein.
- 4.10.05 Where there has been a binding decision of the Joint Industry Committee or an award of an arbitrator, and the Employer involved therein, or any other Employer at some future date and under the same factual situation, fails to comply with such a decision or award, then the above Committee of two (2) representatives shall promptly visit the site of the dispute to determine whether the same factual situation exists and whether the Employer is failing to comply. The unanimous decision of the Committee shall be binding on the Parties. If there is no agreement by the Committee, then the matter shall be subject to the grievance and arbitration procedures of this Article, pending final resolution, the provisions of sub-paragraph 4.10.03.
- 4.11.01 The Parties shall mutually agree on a permanent impartial arbitrator or panel of permanent impartial arbitrators for rendering decisions on questions or disputes on which the Joint Industry Committee is deadlocked, or on questions or disputes which the Parties may mutually agree to submit directly to arbitration.
- 4.11.02 The decision of the impartial arbitrator shall be final and binding upon all Parties and his expenses shall be borne equally by both Parties.
- 4.11.03 The impartial arbitrator must promptly hold a hearing and must, within ten (10) working days after the hearing, render a written decision.
- 4.11.04 The impartial arbitrator shall not have the power to add to, subtract from, or modify in any way any of the provisions of Article 4 or Article 5(A) of this Agreement, however, the impartial arbitrator shall have the power to determine what, if any, remedial action should be directed to correct any violations of Article 4 or Article 5(A) by either Party.

ARTICLE 5 - SYSTEMS, MODULAR AND INDUSTRIAL STRUCTURES

- 5.01 Systems building, systems, modular, industrialized or similar structures are those whose superstructures and components are pre-assembled in sections, rooms, or floors, in whole or in part, in areas adjacent to or remote from the permanent site of the structure. The erection and assembly of elevator components in building modules is to be done by Elevator Constructor Mechanics and Helpers whether the assembly site is adjacent to the job or remote from the job. Where the Employer has a choice or selection of the assembly site, such sites are to be mutually agreed upon by the Regional Director of the International Union of Elevator Constructors and the Employer. It is understood that if members of one Local perform part of such work at an assembly site remote from the permanent job site, members of the Local covering the permanent job site will perform the remainder of the work. The elevator work remaining to be done after modules have been put into permanent place shall be performed by Elevator Constructor Mechanics and Helpers so that the jurisdiction of the Elevator Constructor as related to any other building trades shall remain intact.

- 5.02 The work to be done by Elevator Constructors includes as follows:
- 5.02.01 The installation and assembly of all machine room equipment whether overhead or below on prefabricated machine room floors.
 - 5.02.02 Assemble car frames and cabs complete with door operating equipment, control, signal and operating devices.
 - 5.02.03 Connect electric travelling cables to either car, controller or half-way junction box. The connections to be prepared and/or made at both ends at assembly site.
 - 5.02.04 Shackle hoist, compensating and governor cables and preconnect to car or counterweight hitches.
 - 5.02.05 The setting of templates.
 - 5.02.06 The installation of all grating and counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine rooms, overhead or below.
 - 5.02.07 All foundations, either of wood or metal, that should take the place of masonry.
 - 5.02.08 The installation and aligning of guide rails in hoistway modules.
 - 5.02.09 Erect and assemble doors, hangers, tracks, door locks or locking devices for opening or closing and all related equipment.
 - 5.02.10 Install corridor side operating and signal devices.
 - 5.02.11 Install hoistway wiring.
 - 5.02.12 Install all elevator equipment and devices in hoistway modules including governor rope tension sheaves, control equipment, buffers and supports.
 - 5.02.13 All operating of temporary and uncompleted elevators.
 - 5.02.14 The installation and aligning of all pistons and cylinders on hydraulic elevators.
- Unloading, handling, hoisting and lowering of material covered in 5.02.01 - 5.02.14 will be performed under the supervision of Elevator Constructors.
- 5.03.01 Nothing in this Article is intended to change the practices either Party has previously enjoyed in erection of elevators in conventional type buildings as related to Article 4.

ARTICLE 6 - WAGE RATES

6.01 The rate of wages to be paid to Elevator Constructor Mechanics by the Employer(s) during the term of this Agreement shall be as follows:

<u>Nov. 14/83</u>	<u>May 1/84</u>	<u>May 1/85</u>	<u>May 1/86</u>	<u>May 1/87</u>
\$16.68	\$18.26	\$19.73	\$20.35	\$20.96

which last mentioned rate shall continue to the termination date of the Contract, namely April 30, 1989.

6.02 The wage rate for the Helper shall be set out in Article 12.

6.03 When four (4) or more men, including the Elevator Constructor Mechanic in charge, are employed on a new construction or modernization job the Elevator Constructor Mechanic in charge of the job shall have his hourly rate increased Twelve and One-Half Percent (12½%) for all hours worked.

6.04 Adjuster's rate shall equal One Hundred and Twelve and One-Half Percent (112½%) of the Mechanic's rate. An Adjuster shall be a Mechanic, the selection of which shall be at the sole discretion of the Employer. The selection of a Mechanic as an Adjuster does not establish for that Mechanic a permanent classification as an Adjuster.

ARTICLE 7 - HOLIDAY AND VACATION PAY

7.01 The following are eleven (11) days recognized by this Agreement as being holidays:

New Year's Day....Good Friday....Dominion Day
..Labour Day.... Thanksgiving Day....Easter
Monday . . .Christmas Day....Victoria Day....Boxing Day
....Remembrance Day....Halifax Natal Day (Nova
Scotia only)....New Brunswick Day (New Brunswick only).

7.02 When a holiday falls on a Saturday it shall be observed on the Monday immediately following. When a holiday falls on a Sunday it shall be observed on the Monday immediately following. No work except emergency work shall be performed on any holiday, however, any work which is performed on a holiday shall be paid for at applicable overtime rates.

7.03 On and after June 6, 1977, the Employer shall credit each employee with Eleven Percent (11%) of earnings for all hours worked weekly and this amount shall represent the combined holiday and vacation pay credits. For accounting purposes, Eight Percent (8%) shall be deemed to be vacation pay and Three Percent (3%) shall be deemed to be holiday pay in lieu of paid holidays. This amount shall be paid to the employees weekly.

7.04 All employees shall be required to take a minimum of three (3) weeks vacation after one (1) year employment. Employees shall be permitted to proceed on vacation according to a time suitable to the Employer and the employee, but at all times the employee shall be permitted to proceed on vacation at any time throughout the year, provided that his Employer is not deprived of more than Twenty-Five Percent (25%) of his employees.

ARTICLE 8 - CONSTRUCTION YORK

8.01 Construction work is hereby defined as erecting and assembling of apparatus as enumerated in Article 4 and Article 5 of this Agreement, except general repairs and modernization as defined in Article 9.02 and 9.05. It is hereby agreed that all construction work as above defined shall be performed exclusively by the employees described in Article 2 of this Agreement.

8.02 It is agree that the regular working day shall consist of eight (8) hours, between 8:00 a.m. and 5:00 p.m., five (5) days per

week, Monday to Friday, inclusive. (The above working hours may be changed by mutual agreement as provided in Article 20)

Work performed on construction work on Saturday, Sundays and before 8:00 a.m. and after 5:00 p.m. on Monday to Friday inclusive shall be classed as overtime and paid for at double (2x) the rate of single time.

ARTICLE 9 - REPAIR WORK

9.01 Repair work is hereby defined as general repairs and modernization work on apparatus enumerated in Article 4 and Article 5 of this Agreement. Repair work shall be exclusively performed by Mechanics and Helpers.

9.02 General repairs are hereby defined as follows:

- Renewal of all ropes.
- Renewal of brake linings.
- Shortening of all hoisting and counterweight cables.
- Safety test where test weights are required.
- Armature repairs.
- Renewing of car shoes.
- Replacement of sheave bearings.
- Repairs to cab or car gate.
- Renewal of motor bearings.
- Replacing thrusts.
- Rescoring of sheaves or drums.
- Rewiring controller.
- Replacement of door hangers.
- Replacement of worm and gears.
- Rebabbiting of bearings.
- All door closer repair work that exceeds one hour.
- All work of installing sound insulation.
- All hydraulic repair work except cleaning, oiling, greasing and adjusting.
- Replacement of any control cable.

When escalators are prepared and/or dis-assembled for cleaning, oiling, greasing, adjusting and minor replacement (minor replacement meaning work requiring one hour or less), the work shall be classed as maintenance work for payment conditions only.

When escalators are prepared and/or dis-assembled for cleaning, etc., purposes as mentioned above, any replacement and/or repairs requiring more than one (1) hour shall be classed as repair work.

When escalators are prepared and/or dis-assembled primarily for replacement and/or repairs, all work shall be classed as repair work.

Rewiring car switches, governors and selectors or any other apparatus in the car.

Refastening or re-aligning guide rails.

Replacing or repairing car floors or car floor coverings (the Employer may assign one Mechanic to replace composition tile floor covering).

Rewiring or re-installing limit switches.

● Replacing crossheads, stiles, safeties or equalizers or replacing automatic railoilers.

Or the replacement of old apparatus and/or the installation of any apparatus that may be developed in the elevator industry during the life of this Agreement.

- 9.03 The Employer(s) may assign a Mechanic without a Helper to repair work where such repair work may not require two (2) men and no factor of safety is involved in a one-man operation, provided that the Joint Safety Committee has met and agreed to a list of such one-men repair work. The agreed upon list shall be subject to review and approval of the Joint Industry Committee. Pending action of the Joint Industry Committee, one-man repairs may be performed in accordance with the agreed upon list. Where the Union and the Employer's Committee cannot agree to list one-man repair jobs, the Joint Industry Committee shall attempt to resolve the dispute.
- 9.04 When men who are employed on a contract service work perform any of the work listed above during hours other than between 8:00 a.m. and 5:00 p.m., Monday to Friday inclusive, it shall be paid for at double the rate (2 x) of single time.
- 9.05 A modernization job is hereby defined as any work performed on apparatus enumerated in Article 4 in any existing or occupied building to bring equipment up to date, except general repairs and contract service work.
- 9.06 It is agreed the regular working day shall consist of eight (8) hours between 8:00 a.m. and 5:00 p.m. five (5) days per week, Monday to Friday inclusive. All other working time shall be classed as overtime and paid for at double (2 x) the rate of single time.

ARTICLE 10 - MAINTENANCE WORK

- 10.01 Maintenance or contract service is hereby defined as any contract obtained by the Employer for regular examination or care of apparatus enumerated in Article 4 and Article 5 of this Agreement for a period of not less than one (1) month. Contract service work shall be exclusively performed by Elevator Constructor Mechanics and Elevator Constructor Helpers.
- 10.02 One Helper to each four Mechanics (1:4) may be employed. Such a Helper may work alone under the supervision of a Mechanic in the district. When working alone he shall be employed on cleaning, oiling, and greasing work only. The word "District" means the regular contract service route of the Mechanic or Mechanics to whom the Helper has been assigned that day.
- (a) When the Employer(s) obtain a contract that requires a Mechanic and Helper to be on the job and/or in a building at all times during the regular weekly working hours, such Helper shall not be considered as part of the one to four (1:4) agreement mentioned above, provided no probationary Helpers are assigned to such regularly scheduled work.
- 10.03 It is agreed the regular working day shall consist of eight (8) hours between 7:00 a.m. and 6:00 p.m., five (5) days per week, Monday to Friday inclusive. It is agreed that in order for call-backs to be answered in downtown business areas or similar

business areas, the Employer may assign a Mechanic or Mechanics to remain at a mutually agreed building beyond regularly established working hours; the Mechanic or Mechanics shall be paid at the rate of three times and one-half ($1\frac{1}{2}x$).

Where the employer schedules work to commence at 7:00 a.m. or 9:00 a.m. he will do so with at least one week's notice and the scheduled starting time will be in effect for the minimum of five (5) days.

Should such assigned Mechanic or Mechanics be authorized to continue work on a job when a call-back extends beyond 6:30 p.m., the man or men shall receive travel time and travel expense home.

When a holiday occurs, Monday through Friday inclusive, the work performed on Saturday during the week in which any holiday occurs shall be at time and one-half ($1\frac{1}{2}x$) the single time rates.

- 10.04 Work performed on Sundays shall be classed as overtime and paid for at double ($2x$) the rate of single time. All other time worked before and after the regular working day as scheduled in accordance with Article 10.03 shall be at the rate of time and one-half ($1\frac{1}{2}x$).
- 10.05 Call-backs on contract service on overtime, except Sundays and holidays, shall be paid for at the rate of time and one-half ($1\frac{1}{2}x$).
- 10.06 Call-backs on contract service on Sunday or any holiday shall be paid for at double ($2x$) the rate of single time.
- 10.07 On contract service where the Employer has a contract in one building only, or adjacent buildings, for the examination and care of enough elevators to warrant keeping a man or men working continuously for sixteen (16) hours, the men will not be paid overtime between the hours of 4:00 p.m. and 12:00 Midnight, except on Sundays. The men are to receive fifty-two (52) hours pay per week for forty-eight (48) hours work, which is time and one-half ($1\frac{1}{2}x$) for all hours worked in excess of forty (40) hours. There will be two (2) shifts of eight (8) hours each; one shift to work eight (8) hours during the day and one shift eight (8) hours to 12:00 Midnight. On holidays one shift shall work eight (8) hours during the day, there being no night shift, the men taking the holidays alternately, one shift working one holiday and another shift working the next. Work performed on Sunday is to be classed as overtime and paid for at double ($2x$) the rate of single time. Should it be necessary to work three (3) shifts, the same conditions shall apply as for two-shift work.
- 10.08 It is mutually agreed that, for the benefit of the elevator industry and having particular concern for the safety of the using public, a special obligation exists on the part of employees engaged in contract service to answer call-backs outside of regular working hours. To ensure that the needs of the industry along these lines may be adequately covered, a stand-by list shall be established by the Joint Labour Committee and the maintenance personnel concerned with the responsibilities recognized in this Article.

The employee who is on stand-by shall be paid for one (1) hour at his regular rate as call-time for each regular working day

and he shall be paid for two (2) hours at his regular rate as on-call time for each day of Saturday, Sunday or holidays.

On-call time shall be paid on straight time basis and if the employee is then called back he shall not receive the on-call time, but shall then be paid the call-back rate as set out in Paragraphs 10.05 and 10.06.

Travel time from home to job and from job to home on overtime call-backs (starting after regular working hours and terminating before start of regular working hours) shall be paid for at the same overtime rate applying to the work. Travel expenses on overtime call-backs shall be paid as agreed in this Agreement.

When consecutive overtime call-backs occur, the employee shall receive the applicable overtime rate and travel expenses from home to job, from that job to one or more other jobs and then back home.

Men called out before the regular working hours shall receive the applicable travel time and travel expenses from home to job.

(Exception: Employers may call and instruct men to report to any given job at his scheduled starting time on his route in the primary.)

When call-backs made during regular working hours extend into overtime and the employee is authorized to continue work, he shall receive the applicable travel time and travel expenses home.

- 10.09 When the Employer appoints a Local Representative in an area, he shall be guaranteed forty (40) hours of work per week between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday inclusive, at local Mechanic-in-charge rate less deductions applying.

Overtime pay under any overtime condition for physical work hours shall be at the prevailing Local Representative's rate for repair or contract service in accordance with Article 10. For offices having no clerical assistance, straight time overtime pay will be paid if the Local Representative does office work in overtime.

- 10.10 A paging device may be used when the employee is on the job site and during working hours.

ARTICLE 11 - MEMBERSHIP REQUIREMENTS

- 11.01 An Elevator Constructor Mechanic or an Elevator Constructor Helper covered by this Agreement shall, as a condition of employment, obtain and maintain membership in good standing in Local 125 of the International Union of Elevator Constructors following completion of the probationary period as defined in Article 12.
- 11.02 For the purpose of this Agreement, membership in the Union shall be a person who the present members in good standing have decided is eligible to be accepted as a member of Local 125, International Union of Elevator Constructors, and who has paid an initiation fee and has sworn an Oath of Obligation.

11.03 The Union shall not, except on reasonable grounds, withhold full membership into the Union from temporary employees who have completed one (1) year within a one and one-half (1½) year period and have been working on a temporary working card issued by the Local during this period. This paragraph to take effect from the signing of this Agreement. Reasonable grounds will mean Union members out of work.

ARTICLE 12 - TRAINING - QUALIFICATION
- EMPLOYMENT - LAY-OFF - RECALL

12.01 It is agreed by the Union that there shall be no restrictions placed on the character of work which a Helper may perform under the direction of an Elevator Constructor Mechanic. (However, a Helper on contract service work is subject to the provisions of Article 10.)

12.02 The total number of Helpers employed shall not exceed the number of Elevator Constructor Mechanics on any one (1) job, except on jobs where two (2) teams or more are working one (1) extra Helper may be employed for the first two (2) teams and an extra Helper for each additional three (3) teams.

Further, the Employer may use as many Helpers as best suits his convenience under the direction of a Mechanic in wrecking old plants and handling and hoisting material and on foundation work. When removing old and installing new cables on existing elevator installations, an Employer may use two (2) Helpers to one (1) Mechanic.

12.03.01 Probationary Helper I:

A newly hired employee without elevator experience shall be classified as a probationary employee in the status of Probationary Helper I for a period or periods totaling six (6) months within the aggregate period of not more than nine (9) months.

The probationary period may be worked with more than one Employer. He shall be at least eighteen (18) years of age, physically fit and possess a high school certificate or its equivalent education. He shall receive Fifty-Five Percent (55%) of the Mechanic's rate.

12.03.02 Probationary Helper II:

Upon completion of six (6) months in the industry to the satisfaction of the Employer and the Union, a Probationary Helper shall be re-classified as a Probationary Helper II. For further advancement in the industry he shall be obligated to successfully complete the recognized courses of training as designated by the Local Area Committee under the direction of the National Board of Trustees of the C.E.I.E.P., if available.

He shall receive Sixty Percent (60%) of the Mechanic's rate and shall be entitled and be required to participate in and make contributions to the Welfare Plan and the Pension Plan as provided for in this Agreement. He shall also be entitled to enroll in the Canadian Elevator Industry Educational Program. The Trustees of the Plans and the Program shall be requested to make any and all amendments or arrangements necessary to accomplish this.

The Employer and the Union shall have the privilege of testing the ability of a probationary employee during this twelve (12) month period. If they agree that the employee, during this probationary period, does not display sufficient aptitude to become a Helper, he shall be discharged. No such discharge shall be construed as a grievance by either Party.

12.04 Helper I:

Upon completion of twelve (12) months in the industry, the employee will be re-classified as a Helper I.

For further advancement in the industry he shall be obligated to successfully complete the recognized courses of training as designated by the Local Area Committee under the direction of the National Board of Trustees of the C.E.I.E.P., if available.

The Helper I shall remain in this classification for a further twelve (12) months in the industry. He shall receive Seventy Percent (70%) of the Mechanic's rate.

12.05 Helper II:

Upon completion of twenty-four (24) months in the industry the Helper I shall be re-classified as a Helper II.

For further advancement in the Industry he shall be obligated to successfully complete the recognized courses of training as designated by the Local Area Committee under the direction of the National Board of Trustees of the C.E.I.E.P., if available.

He shall receive Seventy-Five Percent (75%) of Mechanic's rate.

The Helper II shall remain in this classification for a further period of twelve (12) months in the industry.

12.06 Improver Helper:

Upon completion of thirty-six (36) months in the industry a Helper II shall be classified as an Improver Helper.

For further advancement in the industry he shall be obligated to successfully complete the recognized courses of training as designated by the Local Area Committee under the direction of the National Board of Trustees of the C.E.I.E.P., if available.

The Improver Helper shall remain in this classification for a further period of twelve (12) months in the industry. He shall receive Eighty Percent (80%) of Mechanic's rate.

12.07 Mechanic:

Upon completion of forty-eight (48) months in the industry and successful completion of the C.E.I.E.P. an Improver Helper shall write the Mechanic's exam as set out by the C.E.I.E.P. Trustees.

A Mechanic's exam shall be administered at least once every twelve (12) months in Local 125.

12.08 The "recognized courses of training" above include compulsory tests which must be passed to advance to the next classification. Failure at any level in the progression will result in loss of advancement in the industry. If the test is failed once the Helper shall re-apply to write the test again after six (6) months, but before twelve (12) months.

A Helper who fails the test twice at the same level will be reduced to and paid as a Helper I.

A Joint Education Committee shall be appointed consisting of three (3) representatives from the Employers and three (3) representatives from the Local Union. This Committee shall develop and periodically up-date standardized Helpers and Mechanic's exams under the direction of the National Board of Trustees of the C.E.I.E.P.

No Helper may qualify to be raised to the next classification until he has worked the prescribed periods and passed the examinations administered by the Joint Education Committee.

The periods mentioned in the foregoing shall be aggregate periods and may be worked with more than one Employer.

12.09 Temporary Mechanic:

Shall mean the Improver Helper who may be raised to the status of Temporary Mechanic under agreement of his Employer and the Union Representative.

If an Improver Helper is raised to the status of Temporary Mechanic he may remain as a Temporary Mechanic as long as satisfactory to the Employer and the Union, provided that there are no Mechanics unemployed.

Helper II and then Helper I may be raised to Temporary Mechanics provided that all Improver Helpers are working as Temporary Mechanics under Agreement of the Employer and the Union.

12.10 An individual with previous elevator experience may be hired as a Helper or Mechanic by agreement with the Union and the Employer.

12.11 A Joint Employment Committee, comprised of an equal number of Employer representatives from the industry and from the Local Union, shall be appointed in each locality.

12.12 The primary purpose of the Committee shall be to establish and keep current an open list of individuals who are fully qualified to perform the work required in the industry, or who are being trained in the work of the industry, or who have apparent potential for such training. The Joint Employment Committee shall develop policies and procedures designed to attract and retain a competent and stable work force in the industry.

12.13 An Employer shall use the Local Union as a first source of job applicants. In the event that the Local Union is unable to satisfy satisfactorily the Employer's request within three (3) working days, the Employer may obtain applicants from any other available source. Before commencing work,

such applicants will obtain a referral slip from the Local Union which shall be granted by the Local Union. The Employer has the right to reject any applicant referred to him by the Local Union, however, a claim that the Employer has unreasonably rejected such an applicant may be the proper subject matter of a grievance.

12.14.01 An employee who successfully completes the requirements under Articles 12.07 and 12.08 and therefore meets the qualifications to work as a mechanic shall accumulate seniority in the mechanic classification:

1. During the first twelve month period immediately following the date of such qualification regardless of whether the employee works, and regardless of whether such work is at the mechanic rate or helper rate:

and

2. Where the employee has, subsequent to such qualification worked at the mechanic rate, for all hours worked at and subsequent to receiving the mechanic rate.

and

3. During consecutive three (3) month periods of lay-off, not to exceed one (1) year in total, provided that:

i) the mechanic remains on lay-off;

and

ii) the mechanic continues to be available for work on a continuous basis;

and

iii) prior to the fourth (4th), seventh (7th) and tenth (10th) months of such lay-off, the Joint Employment Committee, reviews the employee's circumstance and consents to the continued accumulation of seniority during the immediately following three (3) month period.

Mechanic seniority may not be pyramided by accumulation under paragraph 1 and/or 2 and/or 3 simultaneously.

12.14.02 Seniority of a mechanic shall not be broken, but shall not accumulate, while an employee is on lay-off subject to the provisions of Article 12.14.01 or is on an official leave of absence or is promoted to a supervisory position (supervising bargaining unit employees) or a member working with other than the same Employer outside the jurisdiction of Local 125.

12.14.03 Seniority of a mechanic shall be maintained and shall accumulate while an employee is sick and covered by the Welfare and Pension Plans, or is disabled and is on Workmen's Compensation Benefits and is receiving weekly Benefits? or is assigned to work for the Employer outside the Provinces under the jurisdiction of Local 125, or is a Union Representative, elected or appointed, during the term of office, or is a Union member working as a Supervisor, or a Union member appointed as Director of the Education Plan,

or is on lay-off and working for the same Employer outside the Provinces under the jurisdiction of Local 125.

12.14.04 Seniority of a mechanic shall not be deemed to be broken, or may be deemed to accumulate, if the Joint Employment Committee agrees that any circumstances not covered by this Article shall not be grounds for breaking an employee's seniority.

12.14.05 An employee who is on lay-off and is not available on re-call to work in the industry may be deemed to have broken his seniority by the Joint Employment Committee.

12.15 In the event that lack of work requires a reduction in the number of employees in the employ of an Employer, employees shall be laid off in the following order:

- (a) Probationary Helpers I, without regard to seniority (first block to be laid off).
- (b) Probationary Helpers II, without regard to seniority (second block to be laid off).
- (c) Helper I, without regard to seniority (third block to be laid off).
- (d) Helper II, without regard to seniority (fourth block to be laid off).
- (e) Improver Helpers, without regard to seniority (fifth block to be laid off).
- (f) Mechanics in seniority, provided the Employers remaining Mechanics have the necessary skill and ability to do the work that remains.
- (g) A Mechanic who accepts a re-assignment does not lose his classification of Mechanic.

In every case of a reduction in the work force, the Mechanic facing lay-off may accept assignment as an Improver Helper or take a lay-off.

There shall be no industry-wide bumping except that Mechanics may bump Temporary Mechanics and Probationary Helpers on an industry-wide basis. Helpers may bump Probationary Helpers on an industry-wide basis.

Notwithstanding the foregoing provisions of 12.15, an employee has no seniority rights with an Employer for whom he has never worked before for a period of three (3) months after commencing work with that Employer. After the three (3) month period, full seniority rights will be credited with that Employer. In the event of a reduction in the workforce with that Employer during this three (3) month period this employee will be the first to be laid-off with the exception of Probationary Helpers.

12.16 The recall rights of employees laid off by an Employer or Mechanics assigned to the Improver Helper rate shall be in the reverse order of the lay-offs or the assignment made in accordance with this Article. The Employer shall be obligated to recall laid-off employees and the recall rights shall be limited to a period of three (3) months. An

employee shall, at his option, accept or reject a recall to his former Employer. A rejection of recall terminates an employee's recall rights.

- 12.17 The lay-off provisions of this Article shall not apply to an employee appointed as a Local Representative as long as the employee is carrying out the duties of a Local Representative.

ARTICLE 13 - UNION DUES CHECK-OFF

- 13.01 The Employer agrees to deduct in advance, each week, the Union dues from the pay of each employee who authorizes the Employer to do so. The Union shall notify the Employer in writing of the amount of such dues or any change in the amount of such dues. Any change in deduction shall be come effective at the beginning of the pay period immediately following a two-week delay after the Employer receives such a written notice of change from the Union.
- 13.02 The Employer will require the authorization from such employees to be in writing on a form provided by the Union.
- 13.03 A list of all employees, along with their respective Social Insurance Numbers, and the amount deducted for each week ending shall be sent to the Local Union office, along with the remittance for the total amounts checked off.
- 13.04 The Local Union office shall receive the above remittance and the list of employees within the first fifteen (15) days of the following month for the previous month using the same cut-off date as applied to the Pension, Welfare and Education Plans.

ARTICLE 14 - WEEKLY PAY

- 14.01 It is agreed that an Elevator Constructor Mechanic or Helper shall be paid weekly by cheque at the office or on the job site on the Employer's time. Such cheques shall be received by the employee not later than Twelve (12:00) o'clock Noon Friday, or not later than Twelve (12:00) o'clock Noon Thursday if Friday is a holiday. Failure by the Employer to ensure receipt of such cheque by Twelve (12:00) o'clock Noon as aforesaid shall entitle the employee to cash his cheque on the Employer's time.
- 14.02 Employees shall receive at the time of weekly payment a cheque stub or earning statement containing the following information:
- (1) Employee's name and Social Insurance Number
 - (2) Total hours worked - regular and overtime.
 - (3) Total wages - weekly and accumulative.
 - (4) Income Tax withheld.
 - (5) Welfare and Pension deductions - weekly and accumulative.
 - (6) Union dues deducted.
- 14.03 Should Employer's payroll and/or accounting department experience a short work week due to a holiday or any other reason, the Employer shall make any special arrangement necessary to insure employees receiving pay on schedule.

ARTICLE 15 - TRAVELLING TIME, EXPENSES AND TRANSPORTATION

15.01 It is agreed that when employees covered by this Agreement in Nova Scotia perform work beyond the travelling time zones described in Article 16.03 and 16.04 or beyond the jurisdictional territory described in Article 16.02 of this Agreement, travelling time will be paid at single time rates for the actual hours travelled during regular working hours. Additional travelling time up to five (54 hours will be paid at single time rates for the actual hours travelled beyond regular working hours. Expenses incurred during the trip and in the performance of the work described in this Agreement shall be borne by the Employer in accordance with the following schedule:

- (A) Thirty-Five Dollars (\$35.00) per man, per day, for work performed beyond twenty-five (25) miles and within a ninety (90) mile radius of the Willow Tree in Halifax.

Effective May 1, 1984	\$40.00
Effective May 1, 1985	\$45.00
Effective May 1, 1986	\$50.00

- (B) Two Hundred Forty-Five Dollars (\$245.00) per week, per man, for work performed beyond the foregoing ninety (90) mile radius.

Effective May 1, 1984	\$280.00
Effective May 1, 1985	\$315.00
Effective May 1, 1986	\$350.00

- (C) If, at any time, it is found that the living allowance provided by this Agreement is not adequate to cover reasonable expenses, the Employers agree to increase same proportionately after the increase has been approved by the Superintendent in charge, along with the representatives of the Union. It is also understood that where expenses fall below the allowance agreed on, the Employer(s) reserves the right to pay only the costs involved.

- (D) Travelling time for employees will be as laid down in Article 15.01.

- (E) The method of transportation from job to job during regular working hours, overtime hours or travelling time authorized by the Employer shall be that for which the Employer will accept responsibility and gives monetary recognition. It is agreed that when men use their own vehicles for transportation as outlined above, they shall receive expenses at the rate of Thirty-Eight Cents (38¢) per mile;

Effective May 1, 1984	41¢ per mile
Effective May 1, 1985	44¢ per mile
Effective May 1, 1986	47¢ per mile

At no extra expense, said vehicle shall be permitted to carry two (2) persons in addition to the driver, but no tools or materials which would normally be shipped by the Employer. Ownership of a personal auto shall not be a requirement of employment.

All other employees covered by this Agreement shall receive expenses according to the following schedule:

- (A) Thirty-Five Dollars (\$35.00) per man, per day, for work performed beyond twenty-five (25) mile radius and within the ninety (90) mile radius of Kings Square, Saint John, New Brunswick;

Effective May 1, 1985	\$40.00
Effective May 1, 1986	\$45.00
Effective May 1, 1986	\$50.00

(B) Two Hundred Forty-Five Dollars (\$245.00) per week, per man, for work performed beyond the foregoing ninety (90) mile radius;

Effective May 1, 1984	\$280.00
Effective May 1, 1985	\$315.00
Effective May 1, 1986	\$350.00

ARTICLE 16 - JURISDICTIONAL TERRITORY

- 16.01 The primary jurisdiction of the Union is established as being a five (5) mile radius from the Willow Tree in the City of Halifax and as a five (5) mile radius from Kings Square in the City of Saint John, New Brunswick. It is agreed that employees engaged in performing work described in the Agreement will travel to and from such jobs on their own time.
- 16.02 The secondary jurisdiction of the Union shall be the balance of the Provinces of Nova Scotia and New Brunswick and Prince Edward Island.
- 16.03 Zones and travelling time allowances within the secondary jurisdiction shall be as follows:
- (a) From the five (5) mile radius to the ten (10) mile radius, one-half ($\frac{1}{2}$) hour each way.
 - (b) From the ten (10) mile radius to the fifteen (15) mile radius, three-quarters ($\frac{3}{4}$) hour each way.
 - (c) From the fifteen (15) mile radius to the twenty-five (25) mile radius, one (1) hour each way.
- 16.04 The secondary jurisdiction of the Union relative to the City of Saint John, New Brunswick, shall be the area within a twenty-five (25) mile radius of Kings Square, excluding the primary jurisdiction with zones and travelling times as follows:
- (a) From the five (5) mile radius to a ten (10) mile radius, one-half ($\frac{1}{2}$) hour each way.
 - (b) From the ten (10) mile radius to the fifteen (15) mile radius, three-quarters ($\frac{3}{4}$) hour each way.
 - (c) From the fifteen (15) mile radius to the twenty-five (25) mile radius, one (1) hour each way.

ARTICLE 17 - WELFARE PLAN

- 17.01 The Welfare Plan covering life insurance, sickness and accident benefit and hospitalization insurance or any changes thereto are in accordance with the Canadian Elevator Industry Plan and Declaration of Trust and shall be a part of this Agreement and be adopted by all Parties signatory thereto.
- 17.02 The Welfare Plan shall be financed by contributions by the Employers and by the Elevator Constructor Mechanics and Helpers, Local Union 125. The Employer agrees to pay and contribute the applicable hourly contribution for each hour of work performed by all Elevator Constructor Mechanics and Helpers in his employ, in accordance with the Contribution

Schedule contained herein. Each Elevator Constructor Mechanic and Helper shall continue to pay and contribute Three and One-Half Cents (3½¢) per hour. Payment of said contributions by the Employers and by the Elevator Constructor Mechanics and Helpers shall be in accordance with the Canadian Elevator Industry Welfare Plan and Declaration of Trust.

Employees who enter employment on or after July 1, 1977, shall not be deemed to be eligible for coverage under the Plan of Benefits until they have:

- (i) completed the probationary period as set out in the Collective Agreement(s); and
- (ii) accumulated and contributed and had contributions made on their behalf by Employer(s) for a further nine hundred (900) hours, or such other number of hours as the Trustees in their sole discretion may determine from time to time, in a nine (9) month period following completion of the probationary period.

17.03 Provided that if after the effective date of this Agreement the Employer or employee contributions to the Welfare Plan, or any part thereof, are deemed by the Trustees of such Plan, the Trustees shall recommend to the Parties that such contributions, or part thereof, shall be re-allocated to the Pension Plan as an Employer or employee contribution thereunder.

Welfare Plan - Employer Contribution Schedule

<u>Effective Date</u>	<u>Amount Per Hour</u>
November 14, 1983	48¢

17.04 Should the Nationally agreed to contribution for Welfare Plan be increased, the Welfare Employer contribution in this Agreement shall also be increased to equal that amount and the wage rate reduced accordingly.

ARTICLE 18 - PENSION PLAN

18.01 The Parties to this Agreement are agreed upon a Pension Trust to be administered by a Board of six (6) Trustees, three (3) appointed by the Employer and three (3) appointed by the International Union of Elevator Constructors. The Pension Trust Fund shall be known as the "Canadian Elevator Industry Pension Plan" and shall provide Pension benefits for Elevator Constructor Mechanics and Helpers.

18.02 The Board of Trustees shall have full authority and discretion to adopt the Declaration of Trust and Plan of Pension Benefits which shall be a part of this Agreement. The Pension Plan shall include a provision for mandatory retirement at age sixty-five (65), as well as a provision for optional retirement at an earlier age to be determined by the Trustees.

18.03 The Plan of Pension Benefits shall be financed by contributions by the Employers and by the Elevator Constructor Mechanics and Helpers. The Employer agrees to pay and contribute the applicable hourly contribution for each hour of work performed by all Elevator Constructor Mechanics and Helpers in his employ, in accordance with the Contribution Schedule contained herein. Each Elevator Constructor Mechanic and Helper shall

continue to pay and contribute five and one-half cents (5½¢) per hour. Payments of said contributions by Employers and by Elevator Constructor Mechanics and Helpers shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees.

18.04 All disbursements in connection with the establishment of the Plan and provision of Benefits shall be paid from the funds and the liability of the Employers and the employees are expressly limited to the foregoing contributions.

18.05 In the event that any excess Employer or employee contributions re-allocated pursuant to Article 17 hereto shall be received by the Trustees of the Pension Plan, it shall be applied thereto in such manner as may be determined by the Trustees of such Plan in consultation with the Actuary.

Pension Plan - Employer Contribution Schedule

<u>Effective Date</u>	<u>Amount Per Hour</u>
November 14, 1983	\$1.50

18.06 Should the Nationally agreed to contribution for Pension be increased, the Pension Employer contribution in this Agreement shall also be increased to equal that amount and the wage rate reduced accordingly.

ARTICLE 19 - EDUCATIONAL FUND

19.01 The Parties to this Agreement do hereby agree to maintain an Educational Trust Fund to be administered by a board of six (6) Trustees; three (3) appointed by the Employers and three (3) appointed by the International Union of Elevator Constructors. The Educational Trust Fund shall be known as the "Canadian Elevator Industry Educational Program" and shall provide a program for educating and training Elevator Constructor Mechanics and Helpers.

19.02 The Board of Trustees shall have full authority and discretion to adopt an Agreement and Declaration of Trust and an educational and training program which shall become part of this Agreement and binding on all Parties signatory to this Agreement.

19.03 The Canadian Elevator Industry Educational Program shall be financed by contributions by the Employer(s) as herein provided. The Employer agrees to fund for each hour of work performed by all Elevator Constructor Mechanics and Helpers in his employ. Payment of said contributions shall be in accordance with the Contribution Schedule contained herein and in accordance with the terms and the Declaration of Trust adopted by the Board of Trustees.

Education Fund - Employer Contribution Schedule

<u>Effective Day</u>	<u>Amount Per Hour</u>
November 20, 1978	.045¢

ARTICLE 20 - REPORTING TIME

20.01 Whenever the Elevator Constructor Mechanic or Helper covered by this Agreement reports to work on a construction, service or

maintenance job on request of the Employer and there is no work available, except for reasons beyond the control of the Employer the employee shall receive two (2) hours pay at straight time rates.

ARTICLE 21 - PAYMENT FOR LOST CLOTHING AND TOOLS

21.01 The Employer agrees that he should make every effort to provide a reasonable safe place for tools and clothing and, likewise, the employee recognizes his responsibility to protect Company tools. The Employer agrees to reimburse Elevator Constructor Mechanics and Helpers for the tools and clothing lost on the job, the Employer to pay seventy-five percent (75%). Claims are limited as follows:

OvercoatSixty-Five Dollars (\$65.00)
Other Clothing.. . .Seventy-Five Dollars (\$75.00)
Tools. . . .One Hundred Sixty Dollars (\$160.00)

An affidavit must be submitted to the Employer by the employee claiming the loss.

ARTICLE 22 - STRIKES AND LOCKOUTS

22.01 It is agreed by both Parties that strikes and lockouts are prohibited in accordance with the terms of the Trade Union Act of Nova Scotia.

ARTICLE 23 - SCOPE AND TERMS OF AGREEMENT

23.01 This Agreement shall be binding upon the employees, the Employer, the Union and all who become signatory hereto. The Union shall not, through its By-Laws, Constitution or otherwise, change any of the Articles or intent of this Agreement. Nor shall the Employers make any rules or issue any instructions that are contrary to this Agreement, or the intent of this Agreement.

23.02 This Agreement defines the entire relationship between the Parties for the term of this Agreement and, except as specifically provided for herein, neither Party shall, during the term of this Agreement, have any obligation to bargain with respect to any matter not covered by this Agreement nor concerning any change or addition thereto.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.01 It is the desire of all Parties to this Agreement that complaints of the employees or Employer regarding alleged violations of this Agreement shall be adjusted as quickly as possible.

Any matter arising out of the interpretation or administration of this Agreement may constitute a grievance and shall be settled in accordance with this Article. Such matters constituting a grievance must be processed as per Step No. 1 (excepting Employer grievances which may be directly referred by the Employer to the Business Agent at Step No. 2) herein, within five (5) working days of the initial occurrence of the event giving rise to the grievance. In this Article, time limits may be extended by mutual agreement.

Therefore, it is agreed that no complaint or grievance exists until the Superintendent or senior official of the Employer at the job site has had an opportunity to adjust it with the help of the Business Agent.

24.01.01 Step One

If any complaint as to the violation of this Agreement has not been settled within two (2) working days after the Superintendent has been notified of the complaint, it shall be referred to the Employer and to the Business Agent.

24.01.02 Step Two

Should the Employer and the Business Agent fail to settle the grievance within seven (7) working days (in the case of a Union grievance the seven working days shall be from the time of notification to the Superintendent as provided in Steps 1 and 2), it shall be produced in writing and referred to the Construction Association Management Labour Bureau Limited representatives, of which shall meet with the Union Grievance Committee within five (5) working days of the date of receipt of the grievance.

24.02 In the event that the matter cannot be resolved by the Local Area Committee within seven (7) days, the dispute shall then be submitted to the National Joint Industry Committee. For this purpose the National Joint Industry Committee shall consist of six (6) members; three of whom shall be designated by the National Elevator and Escalator Association and three of whom shall be designated by the International Union of Elevator Constructors. The National Joint Industry Committee shall, within fourteen (14) days of receiving written notice of the unresolved dispute or grievance, meet to resolve the same. A decision reached shall be binding upon both Parties.

24.03 In the event that the National Joint Industry Committee is unable to resolve the dispute or grievance, either Party may thereupon refer the dispute or grievance to arbitration.

24.04 The grievance shall not be carried further unless within five (5) working days of the meeting referred to in Step 2 hereof, either Party submits the grievance to arbitration as provided in Article 25.

24.05 Any grievance may be referred directly to the arbitrator without going through regular grievance procedure, providing both Parties to this Agreement consent to such action.

ARTICLE 25 - ARBITRATION

25.01 When either Party requests that a complaint as to violation of this Agreement be submitted to arbitration, it shall make such a request in writing addressed to the other Party to this Agreement. The Parties then shall have three (3) working days to agree upon an arbitrator, or panel of arbitrators, and, failing agreement, one may be appointed by the Minister of Labour on the application of either Party.

25.02 The arbitrator, or panel of arbitrators, shall hold a Hearing within four (4) working days after the grievance has been submitted and shall render a decision to the Parties within three (3) working days after the completion of the Hearing.

- 25.03 The arbitrator, or panel of arbitrators, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to recommend alterations, modifications or amendments to any part of this Agreement, provided, however, the arbitrator, or panel of arbitrators, may alter any discipline imposed by the Employer, including altering a discharge to a suspension if deemed just in the circumstances.
- 25.04 The decision of the arbitrator, or majority decision of the panel of arbitrators, shall be final and binding on the Parties hereto.
- 25.05 Any grievance may be referred directly to arbitration without going through regular grievance procedure, providing both Parties to this Agreement consent to such action.
- 25.06 The arbitrators' expenses shall be equally shared by the Parties hereto and the Nova Scotia Department of Labour.

ARTICLE 26 - SPECIAL CONDITIONS

- 26.01 It is agreed between the Employer and the Union that, for the benefit of the entire Elevator industry, it is permissible for the Union to negotiate special conditions with the Employer for the following classes of work, except that the wage rate as determined by Article 6 of this Agreement may not be changed:

- (1) modernization work;
- (2) general repairs;
- (3) contract service;
- (4) construction work.

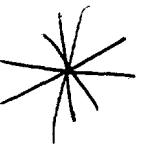
Special conditions include, but are not restricted to, such items as shift work, working hours on repairs, maintenance, modernization and construction work.

Agreement on special conditions shall continue as long as satisfactory to both Parties, but no change shall be made more often than six (6) months. Sixty (60) days notice in writing shall be given either Party of a desire of such change and such written notice shall constitute cause for a meeting of both Parties.

ARTICLE 27 - RECOGNITION OF EMPLOYMENT STANDARDS

- 27.01 An employee shall be entitled to a short-term leave of absence without pay under the following conditions and the Employer may request proof in support thereof:

- . Serious accident involving a member of his immediate family (parent, spouse, child).
- . Personal illness or accident, except for 27.06.
- . At the request of the Union an employee is designated by the Union to participate in legitimate Union business.
- . When death occurs in an employee's immediate family (parent, parent of spouse, child, brother or sister) the employee, on request, will be excused for up to a maximum of three (3) days normally scheduled working days immediately following the death.



- 27.02 The Mechanic-in-charge shall normally receive information orders or work assignments only from responsible supervisory personnel.
- 27.03 When an employee is laid off, the Employer shall provide him with such papers as are required by the Federal Unemployment Insurance Act. The wages due him, or such other paraphernalia, shall be supplied to the employee by the next pay period.
- 27.04 Attendance at Company lectures, outside of normal working hours, shall be voluntary and no punitive measures shall be exercised against the employee who refuses to attend such lectures. The availability of Company lectures shall be equal to all employees.
- 27.05 When employees are required to work more than two (2) hours beyond the regular work day on unscheduled overtime, the Employer will provide a hot meal at no cost to the employee. Such meal to be consumed on the employee's own time.
- 27.06 If an employee suffers an injury on the job requiring medical or special attention he shall be paid his regular hourly wage rate for the difference between the hours actually worked and his scheduled hours of the regular worked day on which the injury occurred. Further, an employee who provides the necessary aid to such injured employee shall be paid in like manner for the time required to provide such aid'.
- 27.07 Where excessively dirty conditions exist, reasonable protective clothing shall be provided by the Employer for the use of the employee engaged in the removal of an old elevator plant, clean down hoist ways of existing elevators, or in the clean down of the well of existing escalators.

ARTICLE 28 - TERMINATION OF AGREEMENT

28.01 This Agreement shall become effective on the 14th day of November, 1983, A.D., and shall terminate on the 30th day of April, 1989, A.D.

Signed on behalf of the Parties to this Agreement this 25th day of November, 1983, A.D.

FOR LOCAL UNION NO. 125 INTER-NATIONAL UNION OF ELEVATOR CONSTRUCTORS

Garland Ingraham

FOR CONSTRUCTION ASSOCIATION MANAGEMENT LABOUR BUREAU LIMITED

Charles Poulton
Hugh A. R. Simpson

FOR THE NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION

Charles Poulton

WITNESSED BY:

Nadean L. O'Hara

JOINT INDUSTRY COMMITTEE DECISIONS (CANADA)

At meetings convened at Montreal during February 28-29 and March 1, and again at Toronto on March 20, 21 and 22, 1968, the following members,

Messrs. C. M. Moffatt
R. J. Moore
Leo Moore
E. M. Tuff
E. Horn
K. Hawley

agreed that the following factory assembled components shall be connected together in the field:

- . hangers)
- . tracks) except as permitted by Add #2
- . headers)
- . doors)
- . sills
- . angle supports
- . sight guards
- . closing devices
- . locking devices
- . clutches
- . accessories, e.g. hall button, hall lantern and position indicator fixtures, etc.

Any drilling and tapping done for the installation of these components shall be done in the field, (exception - drilling and tapped holes in hangers as here tofore provided).

Slotted holes may be provided for fastening opening, closing and locking devices, as permitted by Article 4, Paragraph 9.

In any case, where there is an alleged infringement of the above procedure, the Union reserves the right not to install such components until a satisfactory settlement has been reached between the Employer and the Union. There shall be no stoppage of work until the infringement has been reported to the Regional Business Representative.

UNION REPRESENTATIVES

C.E.M.A. REPRESENTATIVES

Leo Moore

E. M. Tuff

C. M. Moffatt

E. Horn

R. J. Moore

K. Hawley

Joint Industry Committee Decision
Toronto, Ontario, February 25 - 26, 1971

Present: E. M. Tuff
K. Hawley
S. Hunt
L. Moore
C. Moffatt
W. Baxter

It is mutually agreed that the Dover Turnbull entrance design of this date will not contravene the Canadian Standard Agreement and Appendices thereto when the following practices are instituted.

A. Fabricated components will be shipped to the field in the following separate units:

- (1) header supports
- (2) header
- (3) track with dust cover and clip angles attached
- (4) sill with clip angles attached

All work involved in the assembly of these components to each other and the securing to the building will be performed by the Manufacturers field forces.

B. Rivnuts or similar fastenings, if used, for securing the door clutch assembly base plate directly to the door panel shall be fixed to the door panel in the field. Holes for these fastenings to be provided at the manufacturer's discretion.

C. Weight assist guides shall be field fastened.

D. Sight guards shall be field installed.

E. In consideration of a contribution by Dover Turnbull to the Canadian Elevator Industry Education Programme in the amount of Six Hundred Dollars (\$600.00), total compensation for all of the said entrances shipped from the plant, is hereby acknowledged provided such changes in fabrication as contained herein will be effected on or about April 15, 1971.

This Agreement effect February 15, 1971.

E. M. Tuff

K. Hawley

S. Hunt

L. Moore

C. Moffatt

W. Baxter

Joint Industry Committee Decision

ENTRANCES (Headers, Hangers, Tracks, Doors)

(a) If the design requires that the header be drilled and tapped for fastening the track, the drilling and tapping will be done in the field for automatic and semi-automatic doors. Otherwise, the tracks can be fastened to the header in the field by other types of fastenings or be integral with the header.

(b) Hangers can be installed in the field as an assembly with the track and driving mechanism but the assembly must be capable of dis-assembly by the erector or the hangers can be integral with the door.

(initialled by seven persons)

JOINT INDUSTRY COMMITTEE DECISIONS (USA)

1. Wiring of Car Stations

After due consideration of all the information that the Executive Board could gather back as far as 1948, it was the decision of the Board that the Manufacturers be permitted to do the internal wiring in the car stations to a terminal block within the car station.

2. Pre-Drilled Overhead Beams

Decision arrived at was that Otis would refrain from drilling holes on the bottom flange of the eye beam used to support the deflector sheave as soon as it was possible to stop the production line.

3. Pre-Wiring of Controllers

On the protest registered over the pre-wiring of controllers, the Manufacturers agreed that the pre-wiring of cross connections on controllers would be discontinued and, in the future, auxiliary panels would go out without any leads for any wiring on them.

4. Multi-Wire Cable

The ruling of the Board was that the use of multi-wire cable has become prevalent throughout the Industry and they can find no object to its use.

5. Key Hole Slots

A review of past decisions and precedent established the fact that it had been previously agreed that key hole slots provided in car and/or landing doors are not a violation of Article IV of the Standard Agreement.

Also, it is found that it had previously been agreed that holes provided in the factory for mounting of interlocks, safety edges, detectors and photocells are not a violation of Article IV of the Standard Agreement.

When door closer arms, lazy arms or relating arms are fastened to the doors by means of drilled and/or tapped holes on the door, such drilling and tapping shall be done in the field by Elevator Constructors. In cases where doors are delivered to the job site pre-drilled or tapped for such devices as referred to in this paragraph, doors will not be installed until a satisfactory settlement between the Employer and the Union is made.

6. Escalators

It is agreed that the escalator truss or parts of truss may be used as a shipping container for escalator components such as tracks, sprockets, etc. Such components shall be secured within the truss with only sufficient fastenings to provide safe transit and shall not be permanently aligned.

It shall not be a requirement that tracks be removed from the truss prior to final alignment.

Connections between the straight inclined track system and the upper and lower end curved track systems shall be made in the field by Elevator Constructors.

Upper and lower sprockets or carriages are to be installed in the field by Elevator Constructors. See Article IV, Paragraph 2, Item C, for additional information.

7. Extended Wiring on Controllers

Controllers are not to be shipped from the factory with extended wiring attached thereto.

In the case of escalator controllers, because of limited space available, extended wiring in the form of cables or separate wires may be connected at one end to the controller in the factory provided, however, that the other end of such extended wiring is not prepared for connections.

8. Plug-in Connections Door Protection

Prepared plug-in connections for door protection devices such as furnished on the photo-cell protection device, is not a violation of Article IV of the Standard Agreement.

9. DMR Plug-in Connection

The plug connection presently being used on the DMR Regulating Unit will be discontinued. Factory installed wires leading out of the regulator shall have the loose end unprepared for field connection by the Elevator Constructor.

It is agreed that the Manufacturer will use up present stock of regulators equipped with plugs. However, any regulators installed on new jobs after July 1964 will be prepared as described in the above paragraph.

10. Car Door Operators

Haughton Type "T" and "TH" and Westinghouse Type "E" and other similar car door operators shall have the external wiring to the motor and the door or gate contact installed in the field by Elevator Constructors.

11. Wood Flooring

When wood flooring on elevator platforms, including stage lifts, organ consoles and orchestra elevators, is to be installed in the field, the work shall be done by Elevator Constructors.

12. Door Operators

(1) The pattern for the industry for shipping door operators would be based on the practice in existence at the time of the Joint Industry Committee's decision of December 12, 1963.

(2) As a guide for present and future Joint Industry Committees, it was determined that the following Exhibits would be used to settle any future dispute relative to the shipping of door operators and would be construed as examples of the practice in existence in December 9-12, 1963.

Exhibit "A" (Haughton "T" Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit "B" (Haughton "TH" Two-speed Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit "C" (Haughton "TH Centre-opening Operator as per photo dated 12/13/67)

Operators may be shipped as per Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit "D" (Westinghouse "E" Line Operator as per photo 500-581A, dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the magnetic lock shall be removed.

Exhibit "E" (Dover Operator per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except external wiring, all greenfield connectors, the gate switch and the cams to actuate the safety edges shall be removed.

13. Pre-assembling of Machine to Machine Beams
(Armor Elevator Company)

It was agreed by the Joint Industry Committee that the Armor Elevator Company is in violation of Article IV, Paragraph 2, Sub-item "g" of the Standard Agreement by the method of pre-assembling the machine to the machine beams and the pre-drilling of the governor mounting plate.

14. Holes Drilled in the Factory for the Mounting of Sight Guards

Shall not be considered a violation of Article IV of the Standard Agreement. The installation (and tapping if required) shall be done in the field by the Elevator Constructors.

15. Type "M" Hoistway Door Track Assembly

It was mutually agreed that the spirator would be removed and that the pre-drilling and tapping was covered by Decision #1 of the Joint Industry Committee dated December 12, 1963.

16. Pre-Fastening Booster or Block Beams to Machine Beams
(General Elevator Company of Baltimore)

The Joint Industry Committee finds that General Elevator of Baltimore method of pre-fastening booster or blocking beams, as established and shown on Exhibit "A" entitled "Standard Machine Beam Detail with Booster Beam", dated May 7, 1968, is not a violation of Article IV.

17. Dover Levelling Switches

Dover levelling switches, as they are now constructed, are not a violation of the Standard Agreement.

18. Westinghouse and Otis Basement Machines

Westinghouse Basement Type #28 Geared Machine with deflector sheave attached as per BS Sheet 274D and Otis Basement Type 16BT machine with attached deflector sheave as per sheet 6585G are not in violation of Article IV of the Standard Agreement.

19. **Top Emergency Exit Switches (Otis)**

It was agreed that the switch could be removed in the field and remounted.

20. **At the 1954 meeting of the International Executive Board and the Manufacturer's Labour Committee, it was mutually agreed that:**

The Executive Board believes that when Article IV, Paragraph 8, that states "No restrictions shall be imposed as to methods, tools or equipment used.. ." was written in the Standard Agreement, neither Party at that time had in mind lethal tools, therefore, we believe the members of the International Union have a perfect right to refuse to use explosive powered tools.

21. **Cargo Masters 500 lbs up to 1,000 lbs**

All door assembly units must be removed before installation of car.

Pre-wiring of Cargo Master to be limited to door and ejector operation.

Ejector unit must be shipped separately.

The above conditions apply specifically to the Cargo Master with a capacity of 500 lbs to 1,000 lbs as manufactured by Guilbert Inc. and are not to be applied to the D/W provision of Article IV, Paragraph 3, Item 3, of the Standard Agreement.

APPENDIX "C"

Dover Corporation (Canada) Limited
- Turnbull Elevator Division

Otis Elevator Company Limited

Eastern Elevator Services Ltd.

LETTER OF AGREEMENT

For Collective Agreement effective November 14, 1983;
Expiry April 30, 1987.

Grandfather Clause

It is agreed that Local 125 has jurisdiction over the men now resident in the Provinces of Nova Scotia, New Brunswick and Prince Edward Island and all men who might be permanently stationed in these provinces during the life of this Agreement and the men resident in these provinces shall have local preference whenever possible on any work covered under this Agreement.

FOR THE UNION:

Garland Ingraham

FOR THE BUREAU:

Charles Poulton

Hugh A . R. Simpson

FOR THE N.E.E.A.:

Charles Poulton



NOVEMBER 17, 1989

File: 0278601

INTL. UNION ELEVATOR CONSTRUCTORS
3700 KEMPT RD., SUITE 204
HALIFAX
N.S.
B3K-4X8

CONSTRUCTION MANAGEMENT BUREAU LTD. (ELEVATOR)
PROVINCE-WIDE, N.S.
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL 125
ELEVATOR CONSTRUCTORS (CONSTRUCTION)

Terminating: APRIL 30, 1989

The Bureau of Labour Information maintains an extensive library of collective agreements in both the federal and provincial jurisdictions. With respect to your **organization**, the collective agreement described above is the latest we have on file.

Could you please send us a copy of any subsequent agreement or amendment, including any attachments which are part of the agreement or supplementary documents (such as pension or health plans) referred to in the agreement.

Please show separately, the number of employees covered by the agreement in the space provided on the return part of this form.

Your co-operation will help the Bureau of Labour Information maintain its services in the collective bargaining field.

Yours sincerely,

Collection of Agreements Unit
Telephone 1-800-567-6866 or (819) 997-1803

Please complete this part and forward with copy of collective agreement to:
Bureau of Labour Information
Collection of Agreements Unit
Labour Canada
Ottawa, Ontario
K1A 0J2

File: 0278601

Number of employees
covered by the agreement.

If your establishment has a name in the other official language please indicate:

