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**ONTARIO PROVNICAL
AGREEMENT**



Oct. 8, 1998

to

April 30, 2001

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PREAMBLE TO AGREEMENT

This AGREEMENT, effective from the 8th day of Oct., 1998, by and between the NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION as the designated Employer Bargaining Agency,

- and -

THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS as the designated Employee Bargaining Agency, for and on behalf of its Locals 50, 90 and 96, is for the purpose of establishing harmonious relations and facilitating peaceful adjustments of wage schedules and working conditions.

ARTICLE 1

PARTIES TO THE AGREEMENT

THIS AGREEMENT SHALL BE BINDING ON THE FOLLOWING PARTIES

1.01 National Elevator and Escalator Association in its capacity as the designated employer bargaining agency in the Province of Ontario.

1.02 All employers in the Province of Ontario listed under Appendix "C" and signatory to this Agreement.

(The parties referred to above in 1.02 shall hereinafter be referred to as the "Employers").

1.03 The International Union of Elevator Constructors in its capacity as the designated employee bargaining agency for and on behalf of its affiliated locals, i.e. its Ontario Locals 50, 90 and 96.

(The party referred to above in 1.03 shall hereinafter be 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 4.02 and Article 4(A).

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 specified in Article 4 and Article 4(A), and the work jurisdiction as specified in other Articles of this Agreement.

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

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

ARTICLE 3

MEMBERSHIPREQUIREMENTS

3.01 All Mechanics and helpers covered by this Agreement shall as a condition of employment, obtain and maintain membership in a Local Union of the International Union of Elevator Constructors following completion of the probationary period as defined in Article 10.

3.02 The Employer shall be obligated under this Article to terminate the employment of any employee who fails to obtain and maintain membership in good standing in a Local Union upon receipt of a written request for such termination from his Local Union.

3.03 All of the provisions of this Article shall be effective to the extent permitted by applicable law.

ARTICLE 4

WORK JURISDICTION

4.01 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 Employers.

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 Constructors. Mechanical equipment such as a fork lift or truck mounted swing boom may be used by the Elevator Constructors. A derrick or crane can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in 4.05.01.

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 a Local Union, the Employer shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local Union, the Employer shall contact the Regional Director.

4.02.02 The erecting and assembly of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), compressed air and handpower.

4.02.03 It is understood and agreed that the preassembly of all escalators, moving stairways, and link belt carriers, that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field by Elevator Constructor Mechanics and Helpers either before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory.

The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators shall be performed by Elevator Constructor Mechanics and Helpers.

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, either 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 devices.
- 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, muffler, 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 the Employers from preassembling 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).
6. Handicap Lifts
7. Freight Platform Lifts

A temporary elevator is defined as a nonpermanent 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 Preassembled plug connectors may be used to interconnect solid state components of the elevator systems, for instance:

Solid State controllers,
Power conversions modules,
Speed and position monitoring devices,
Load measuring devices,
Digital data components.

When the use of fiber optics is applied to the elevator system, preassembled plugs/coupling devices may be used to maintain the integrity of the connection(s).

It is understood and agreed that the connection and/or coupling of devices will be done by the Elevator Constructor whether accomplished by external wiring or preassembled plug connectors as provided in this Paragraph.

4.03.03 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 fifteen degree (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 bell-ing), handrails, handrail idler sheaves, centering guides, comb-plates, balustrades and trim.

4.04 It is agreed that when sinking drilling, boring or digging cylinder wells for hydraulic elevators or screw lifts, the Employers shall employ Elevator Constructor mechanics and Elevator Constructor Helpers. On any job where the Employers subcontract the sinking, drilling, boring or digging of cylinder wells for hydraulic elevators or screw lifts, it is understood that the Employers shall have inserted in the contract with the subcontractor a clause specifying that Elevator constructor Mechanics and Elevator Constructor Helpers must be employed in this work. In the event there are no qualified Elevator Constructor Mechanics and Elevator Constructor Helpers available for this class of work, the subcontractor may employ other qualified men.

4.05.01 Where heavy material is to be hoisted or lowered outside of the structure, derrick or crane can be used under the supervision of Elevator Constructors in the employ of the Employers. Heavy material under sub-paragraph 4.05.01 is confined to machines, controllers, selectors, generators, trusses or sections of trusses, plungers, cylinders, beams, sheaves, and bundles of rails. (Where multiple sections of cylinders and plungers are used, they shall be connected in the field by Elevator Constructors.)

4.05.02 All other material is to be hoisted or lowered by Elevator Constructors without the use of derrick or crane.

4.06 The wrecking and 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 stairways, dumbwaiters, moving walks and all other equipment coming under the jurisdiction of the Elevator Constructor.

4.07 Where Elevator Constructor Mechanics are not available to lay car floor covering, it is agreed that the Employers may employ others to do this work.

4.08 Inserts and/or bond blocks are to be set by Elevator Constructor Mechanics in the primary jurisdictions of Local Union. Inserts may be set by others outside the primary jurisdictions of Local Unions where a full day's work cannot be provided.

4.09 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 A Joint Industry Committee consisting of *six* (6) members shall be established and shall be continued for the term of this Agreement. Three (3) members shall be designated by the Unions 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 Employers. 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 4 (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 and of the 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 4 (A) and if there is no settlement of the question or dispute: the matter shall be submitted by either the Employers or the Unions 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 Unions may submit the question or dispute to an Impartial Arbitrator as provided for in 4.11 of this Article.

4.10.03 While any question or dispute pertaining to Article 4 or Article 4 (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 4.10.03 shall apply.

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 4 (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 4 (A) by either party.

ARTICLE 4 (A)

SYSTEMS. MODULAR AND INDUSTRIAL STRUCTURES

4(A).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 Employers have a choice or selection of the assembly site, such sites are to be mutually agreed upon by the Regional Director of the Union and the Employers. 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 trade, shall remain intact.

4(A).02 The work to be done by Elevator Constructors is as follows:

4(A).02.01 The installation and assembly of all machine room equipment whether overhead or below on prefabricated machine room floors.

4(A).02.02 Assemble car frames and cabs complete with door operating equipment, control, signal and operating devices.

4(A).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.

4(A).02.04 Shackle hoist, compensating and governor cables and pre-connect to car or counterweight hitches.

4(A).02.05 The setting of templates.

4(A).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.

4(A).02.07 All foundations, either of wood or metal, that should take the place of masonry.

4(A).02.08 The installation and aligning of guide rails in hoistway modules.

4(A).02.09 Erect and assemble doors, hangers, tracks, door locks or locking devices for opening or closing and all related equipment.

4(A).02.10 Install corridor side operating and signal devices.

4(A).02.11 Install hoistway wiring.

4(A).02.12 Install all elevator equipment and devices in hoistway and hoistway modules including governor rope tension sheaves, control equipment, buffers and supports.

4(A).02.13 The operating of temporary elevators and uncompleted cars.

4(A).02.14 The installation and aligning of all pistons and cylinders on hydraulic elevators.

Unloading, handling, hoisting and lowering of material covered in (1) through (14) will be performed under the supervision of Elevator Constructors.

4(A).03 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 5

WAGES

5.01 Hourly wage rates in effect from time to time in each locality throughout the life of this Agreement shall be determined in accordance with the provisions of this Article.

5.02 The hourly wage rate for each classification of employees shall be derived from the hourly wage rate for the Mechanic in each locality and the hourly wage rate for the said mechanic shall be derived from the wage rates for the principal building trades in each locality, all as provided for herein.

5.03.01 The localities shall be: City and District of Toronto, City and District of Hamilton, City and District of Ottawa, hereinafter referred to as "Toronto", "Hamilton", "Ottawa".

5.03.02 The wage rates struck for Local 90 of the City of Hamilton shall prevail in the Cities of London, Windsor and Sarnia.

5.03.03 All wage rates struck for the City of Thunder Bay shall be at the rate struck for the City of Toronto.

5.04 Effective June 6, 1977 the hourly wage for a Mechanic in Toronto, Hamilton and Ottawa was established as the average wage rate of the four (4) highest of the ten (10) principal building trades in Toronto, Hamilton and Ottawa respectively.

5.05 Effective July 6, 1990 the Mechanic rates established in 5.04 above will be increased in accordance with the following formula:

1. Calculate the average increase of the "total compensation package" of the three (3) highest paid Building Trades at July 6, 1990.
2. From the resultant figure, deduct the increases in contributions in fringe benefits as listed here in Article 6, 16, 17, 18, for July 6, 1990. Effective May 1, 1991 increase Employers contribution to the Pension Plan by 50 cents per hour and increase Employers contribution to the Welfare Plan by 25 cents per hour. These contributions are in addition to what the wage formula will generate.
3. The remaining amount will be added to the mechanics rate Province-wide and the result shall be the hourly wage rate for a Mechanic.

5.06 For purposes of this Article, the ten (10) principal Building Trades affiliated with the A.F. of L. -C.I.O. are Boilermakers, Bricklayers, Carpenters, Electricians, Ironworkers, Millwrights, Plasterers, Plumbers and Pipefitters, Refrigeration Workers and Sheet Metal Workers.

5.07.01 Effective May 1, 1991 the hourly wage for a Mechanic in each locality, i.e. Toronto, Hamilton, Ottawa, shall be adjusted in the same manner as provided in 5.05 using the dollar value of the fringe benefits as of May 1, 1991.

5.08.01 The hourly wage rate for a Probationary Helper I shall be **fifty** five percent (55%) of the Mechanic's rate.

5.08.02 The hourly wage rate for a Probationary Helper II shall be sixty percent (60%) of the Mechanic's rate.

5.08.03 The hourly wage rate for a Helper I shall be seventy percent (70%) of the Mechanic's rate.

5.08.04 The hourly wage rate for a Helper II shall be seventy-Five percent (75%) of the Mechanic's rate.

5.08.05 The hourly wage rate for an improver Helper shall be eighty percent (80%) of the Mechanic's rate.

5.08.06 The hourly wage rate for Temporary Mechanic shall be one hundred percent (100%) of the Mechanic's rate.

5.09 When four (**4**) or more employees, including the Mechanic-in-charge, are employed on a new construction or modernization job, the Mechanic-in-charge of the job shall have his hourly rate increased twelve and one-half percent (12 1/2%) for each hour worked by him.

When ten (10) or more employees, including the Mechanic-in-charge, are employed on a job, the Mechanic-in-charge of the job shall have his hourly rate increased fifteen percent (15%) for each hour worked by him, and on jobs of twenty (20) or more including the Mechanic-in-charge, the rate will be increased by seventeen percent (17%) for each hour worked by him.

5.10 The hourly wage rate for a Local Representative shall be one hundred and twelve and one-half percent (112 1/2%) of the Mechanic's rate.

5.11 The hourly wage rate for an Adjuster shall be one hundred and twelve and one-half percent (112 1/2%) 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.

5.12 In the event that any of the ten (10) building trades enumerated in 5.06 has no established international union in the locality, then the wage rate of that building trade shall be established by an International Representative of the Unions and a Representative of the Employers.

5.13 Wage rates as established by the provisions of this Article shall apply to all Mechanics and Helpers engaged in construction, repair, modernization and contract service work as defined in and covered by this Agreement.

5.14 The "total compensation package" as mentioned in 5.05(1) shall mean the hourly cost increase of Employers of other building trades, i.e. the hourly rate increase of the journeyman; vacation and holiday pay; health, welfare and pension; supplementary unemployment benefit funds; and training and/or Union funds.

5.15 It is understood that any member working in areas other than his local area at the request of his employer shall receive his own wage rate or the wage rate of the area he is working in, whichever is higher.

ARTICLE 6

HOLIDAYS-VACATION

6.01 The following ten (10) days are recognized by this Agreement as being holidays:-

- | | |
|------------------|---------------------|
| 1. New Years Day | 6. Labour Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Victoria Day | 8. Christmas Day |
| 4. Dominion Day | 9. Boxing Day |
| 5. Civic Holiday | 10. Easter Monday |

6.02.01 When a Holiday falls on a Saturday or Sunday, such Holiday shall be observed on the next regular work day. 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.

6.02.02 The dates on which the above Holidays will be observed during the term of this Agreement are listed below:-

	1998	1999	2000	2001
New Years Day	Jan. 1	Jan. 1	Jan. 1	Jan. 1
Good Friday	Apr. 10	Apr. 2	Apr. 21	Apr. 13
Easter Monday	Apr. 13	Apr. 5	Apr. 24	Apr. 16
Victoria Day	May 18	May 24	May 22	May 21
Dominion Day	July 1	July 1	July 1	July 1
Civic Holiday	Aug. 3	Aug. 2	Aug. 7	Aug. 6
Labour Day	Sept. 7	Sept. 6	Sept. 4	Sept. 3
Thanksgiving Day	Oct. 12	Oct. 11	Oct. 9	Oct. 8
Christmas Day	Dec. 25	Dec. 25	Dec. 25	Dec. 25
Boxing Day	Dec. 26	Dec. 26	Dec. 26	Dec. 26

6.03 On and after June 1, 1978 the Employer shall credit each employee with twelve percent (12%) of gross earnings, and this amount shall represent the combined holiday and vacation pay credits. For purposes of clarification the following amounts will be excluded when calculating gross earnings.

6.03 1. Holiday- Vacation pay from previous period.

2. Employer contributions to Welfare, Pension and Education Plans.

For accounting purposes eight percent (8%) shall be deemed to be Vacation Pay and four percent (~~4%~~) shall be deemed to be Holiday Pay, in lieu of paid Holidays.

6.04 The employer shall credit each employee with twelve percent (12%) of gross earnings and this amount shall represent the combined holiday and vacation pay credits. This holiday and vacation pay credit shall be paid each week and shall be itemized on his earnings statement.

6.05 Employees must avail themselves of three (3) weeks vacation.

6.06 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 7

CONSTRUCTION WORK

7.01 Construction work is hereby defined as erecting and assembling of apparatus as enumerated in Article 4 of this Agreement, except general repairs and modernization as defined in Article 8.02 and 8.05. It is hereby agreed that all Construction work as above defined shall be performed exclusively by Elevator Constructor Mechanics and Helpers.

7.02 It is agreed 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 hours of work may be changed for a particular construction job site to eight (8) hours between 7:00 a.m. and 4:00 p.m., five (5) days per week, Monday to Friday inclusive, when the majority of the principal building trades as enumerated in Article 5 on a particular construction job do so, or as may be arranged with the Local Business Representative.

7.03 Work performed on construction work on a Saturday and a Sunday and before 8:00 a.m. and after 5:00 p.m. on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double the rate of single time.

7.04 When any four (4) of the named trades enumerated in Article 5.06 of this Agreement obtain a six (6) hour day, the Unions shall work a six (6) hour day, the working day to be between the hours of 8:00 a.m. and 5:00 p.m. When sufficient Elevator Constructor Mechanics and Helpers are not available, an eight (8) hour day shall be worked. Whenever a Local Union obtains a six (6) hour day under this paragraph, the Local Union and the Employers shall bargain as to the hours and overtime rates to be applied on the six (6) hour day.

ARTICLE 8

REPAIR WORK

8.01 Repair work is hereby defined as general repairs and modernization work on apparatus enumerated in Article 4 and Article 4 (A) of this Agreement. Repair work shall be exclusively performed by Elevator Constructor Mechanics and Helpers.

8.02 General Repairs are hereby defined as follows:

- Renewal of **all** ropes.
- Renewal of brake linings.
- Shortening of all hoisting and counterweight cables
- Replacement of any control cable.
- 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.
- Replacement 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.

When escalators are prepared and/or dis-assembled for cleaning, oiling, greasing adjusting and minor replacement (minor replacement meaning work requiring one (1) hour or less) the work shall be classed as repair work.

When escalators are prepared and/or dis-assembled for cleaning, etc., purposes as mentioned above, and any replacement and/or repairs requiring more than one (1) hour, only the replacement and/or repairs shall be classed as regular 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 Elevator Constructor Mechanic to replace composition tile floor covering).

Rewiring or reinstalling limit switches.

Replacing crossheads, stiles, safeties, or equalizers or replacing automatic rail oilers

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.

8.03 An Employer may assign an Elevator Constructor 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 Area Employer Committees and Local Union Committees have met and agreed to a list of such one-man 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 a Local Union and the Employer Committee cannot agree to list one-man repair jobs, the Joint industry Committee shall attempt to resolve the dispute.

8.04 When employees who are employed on maintenance 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 a double the rate of single time.

8.05 A modernization job is hereby defined as any work performed on apparatus enumerated in Article 4 and Article 4 (A) in any existing or occupied building to bring equipment up to date, except general repairs and maintenance work.

8.06 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. All other working time shall be classed as overtime and paid for at double the rate of single time.

ARTICLE 9

MAINTENANCEWORK

9.01 Maintenance work (Contract Service) is hereby defined as any contract obtained by an Employer for regular examination or care of apparatus enumerated in Article 4 and Article 4(A) of this Agreement, for a period of not less than one (1) month. Maintenance work shall be exclusively performed by Elevator Constructor Mechanics and Elevator Constructor Helpers.

9.02.01 One (1) Helper to each four (4) Mechanics 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 maintenance (Contract Service) route of the Mechanic or Mechanics to whom the Helper has been assigned that day.

9.02.02 When an Employer obtains 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 (1) to four (4) agreement mentioned above, provided no Probationary Helper is assigned to such regularly scheduled work.

9.03 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. It is agreed that in order for call-backs to be answered in downtown business areas or similar business areas, an Employer may assign a Mechanic or Mechanics to remain at a mutually agreed building beyond regularly established working hours not to extend beyond 6:30 p.m. For all such work beyond his regularly established working hours, the Mechanic or Mechanics shall be paid at the rate of time and one-half. Should such assigned Mechanic or Mechanics be authorized to continue work on a job when a call-back extends beyond 6:30 p.m. he or they shall receive travel time and travel expense home. Where a holiday occurs, Monday through Friday, inclusive, the work performed on Saturday during the week in which any such holiday occurs shall be at time and one-half the single time rate.

9.04 Work performed on a Sunday or a holiday shall be classed as overtime and paid for at double the rate of single time. All other time worked before 8:00 a.m. or after 5:00 p.m. shall be at the rate of time and one-half.

9.05 Call-backs on Maintenance work (Contract Service) on overtime, except on a Sunday or a holiday, shall be paid for at the rate of time and one-half.

9.06 Call-backs on Maintenance work (Contract Service) on a Sunday or a holiday shall be paid for at double the rate of single time.

9.07 On Maintenance work (Contract Service) where an Employer has a contract in one (1) building only or adjacent buildings, for the examination and care of enough elevators to warrant keeping an employee or employees working continuously for sixteen (16) hours, the employee or employees will not be paid overtime between the hours of 4:00 p.m. and 12:00 midnight, except on Sunday. Such an employee is to receive fifty-two (52) hours pay per week for forty-eight (48) hours work, which is time and one-half pay for all hours worked in excess of forty (40). There will be two (2) shifts of eight (8) hours each, one (1) shift to work eight (8) hours during the day and one (1) shift to work eight (8) hours to 12:00 midnight. On a holiday, one (1) shift shall work eight (8) hours during the day, there being no night shift, the employees taking the holidays alternately, one (1) shift working one (1) holiday and another shift working the next holiday. Work performed on a Sunday is to be classed as overtime and paid for at double the rate of single time. Should it be necessary to work three (3) shifts, the same conditions shall apply as for two-shift work.

9.08.01 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 Maintenance work (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 voluntary standby list shall be established by mutual accord of each Joint Employment Committee, the Local Union Business Representative, the Employer and the maintenance personnel concerned with the responsibilities recognized in this Article.

9.08.02 The Employer shall have the option of paying standby under one of the following three (3) methods if a standby list is necessary:

- a) - Mechanics assigned a duty period covering Monday to Friday shall be entitled to two (2) hours pay per duty day at Mechanics rate of pay.
- Mechanics assigned a duty period covering Saturday, Sunday or a Holiday established under Article 6 of the Agreement shall be entitled to two (2) hours pay per duty day Mechanics rate of pay.
- The paid standby hours applicable to a duty day shall be reduced by the hours spent responding to calls on that day, under option (a);

OR

- b) - Mechanics assigned a duty period covering Monday to Friday shall be entitled to one (1) hours pay per duty day at Mechanics rate of pay.
- Mechanics assigned a duty period covering Saturday, Sunday or a Holiday established under Article 6 of the Agreement, shall be entitled to two (2) hours pay per duty day at mechanics rate of pay.

- The paid standby hours applicable to a duty day shall not be reduced by the hours spent responding to calls on that day, under option (b);

OR -

- c) - Mechanics assigned a duty period of seven (7) days will receive standby at the rate of 112 1/2% of the Mechanics rate for all hours worked whether straight time or the overtime rate for that period of time that he is on standby.

9.08.03 The duty day from Monday to Friday shall be from 5:00 p.m. each day to 8:00 a.m. the following day. The **duty** day for Saturday, Sunday or Holidays shall be from 8:00 a.m. each day to 8:00 a.m. the following day.

9.08.04 Payment for hours spent responding to calls should be as per the hourly wage rate applicable as determined in Article 9. Should the work load in any duty day require that additional employees are required such additional help may be requested from the employees who have agreed to participate in the system, and such employees shall be paid for only those hours spent responding and at the applicable hourly rate.

9.08.05 Travel time from home to job and from job to home on an overtime call-back (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 an overtime call back shall be paid as agreed in Article 12.

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 (1) or more other jobs and then back home.

An employee called out before the regular working hours, shall receive the applicable travel time and travel expenses from home to job. (Exception: an Employer may call and instruct an employee to report to any given job at 8:00 a.m. on his route in the primary.)

9.09 Local Representative: he will be guaranteed forty (40) hours per week between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday, inclusive, at the local Mechanic in Charge hourly wage rate less applicable deductions. Physical hours worked under any overtime condition shall be at overtime rates at the prevailing Local Representative's rate for repair or maintenance (Contract Service). Pay for all work performed on a holiday shall be in accordance with the provisions of Article 6. The Local Representative receives twelve percent (12%) of gross earnings for combined holiday and vacation pay credits in lieu of paid holidays. For an office which has no clerical assistance, the Local Representative shall be paid straight time for office work performed in overtime. The stand-by provisions listed in Sub-Article 9.08.02 do not apply to Local Representatives.

9.10 It is agreed that for maintenance work and that notwithstanding Article 9.03 and as a pilot project, that the regular working day of eight hours between 8:00 a.m. and 5:00 p.m., five (5) days per week, Monday to Friday inclusive, may be altered by an employer under the following terms and conditions:

The starting hour of 8:00 a.m. may be changed to 7:00 a.m. or 9:00 a.m. and consist of eight hours and therefore the end of the regular work day will be 4:00 p.m. or 6:00 p.m. respectively. Maintenance Mechanics assigned to the early starting time of 7:00 a.m. or the late starting time of 9:00 a.m. shall be assigned for a minimum duration of two regular work weeks, Monday to Friday inclusive with at least one week's notice. All other time outside of these hours, shall be overtime at the applicable overtime rates.

ARTICLE 10

TRAINING- QUALIFICATION- EMPLOYMENT
- LAYOFF- RECALL

10.01 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 Maintenance work is subject to the provisions of Article 9).

10.02 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 in 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.

10.03.01 PROBATIONARY HELPER I: A newly hired employee without elevator experience shall be classified as a probationary employee in the status of Probationary Helper 1 for a period or periods totalling 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 18 years of age, physically fit and possess a high school certificate or its equivalent education. He shall receive 55% of the Mechanic's rate.

Preference may be given to those that have successfully completed at least two (2) years of community college or equivalent education in relevant technical courses.

10.03.02 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.

10.03.02 He shall receive 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.

10.04 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 70% of Mechanic's rate.

10.05 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. Courses are modules 1 to 7 and 15 of the C.E.I.E.P.

He shall receive 75% of Mechanic's rate. The Helper II, shall remain in this classification for a further period of twelve (12) months in the industry.

10.06 IMPROVER HELPER Upon completion of thirty-six (36) months in the industry, a Helper II shall be re-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. Courses are modules 1 to 8 and 15 of the C.E.I.E.P.

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

10.07 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. Examinations shall include modules 1 to 8 and 15 of the C.E.I.E.P., plus questions on the Canadian Elevator Code, Print Reading, Hydraulics and Escalators.

A Mechanic's exam shall be administered at least once every twelve (12) months in each local in Ontario.

10.08 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 months, but before twelve 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 representatives from the Employers and three 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.

10.09 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.

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

10.11 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.

10.12 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. This open list shall be established and kept current on a non-discriminatory basis and without regard for membership in the Union. The Joint Employment Committee (co-ordinating its work with the Education Committee, the joint Examining Committee and with governmental and outside agencies as it deems advisable), shall develop policies and procedures designed to attract and retain a competent and stable workforce in the industry.

10.13 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.

10.14.01 Seniority of an Employee is his total length of service in the industry in Ontario.

10.14.02 Seniority shall not be broken, but shall not accumulate while an Employee is on lay-off, or is on an *official* leave of absence, or if he is promoted to a Supervisory position (Supervising Bargaining Unit Employees), or a member working with other than the same Employer outside the Province of Ontario.

10.14.03 Seniority shall be maintained and shall accumulate while an Employee is sick and is 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 Province of Ontario, 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 Province of Ontario.

10.14.04 Seniority 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.

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

10.15 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.

Any Mechanic in the Employer's workforce, affected by a lack of work, may accept assignment to Improver Helper, or take a lay-off.

Assignments of this nature shall not be used as a disciplinary measure and will only be made as a result of a reduction in the Employer's workforce.

Such assignments shall not be prejudicial to the Mechanic and will not affect his classification of Mechanic for lay-off purposes.

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 10.15 an employee has no seniority rights with an Employer for a period of six (6) months after commencing work with that Employer. After the ~~six~~ (6) month period, full seniority rights will be credited with the new Employer. In the event of a reduction in the workforce with that Employer during the ~~six~~ (6) month period this employee will be the first to be laid-off with the exception of Probationary Helpers.

10.16 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 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 six (6) 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.

10.17 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.

10.18 It is recognized by the Parties that a certain number of Mechanics in Ontario have voluntarily reverted to a Helper classification prior to this Agreement, primarily for health reasons.

Each Company employing such Helpers will make a determination on an individual merit basis, as to this employee's classification under the new Agreement up to and including IMPROVER HELPER.

In any event, such Helper will be protected, for lay-off purposes only, in the category of IMPROVER HELPER by seniority standing within that classification.

Each Local is requested to identify these "reverted Mechanics" to the Employer concerned.

10.19 The employer agrees that all construction mechanics in his employ will be given the opportunity to avail themselves of maintenance courses provided by the employer.

Those construction mechanics who do not avail themselves of these maintenance courses will maintain their seniority but the employer will not be obliged to take into consideration his seniority when a layoff may mean the displacement of a regular maintenance or service mechanic.

Provision shall be made to recognize mechanics with previous maintenance and service experience and/or courses attended at other companies.

The courses shall be of reasonable duration and will be held at reasonable times.

ARTICLE II

WEEKLY PAY

11.01 It is agreed that all Elevator Constructor Mechanics and Helpers employed shall be paid weekly by cheque at the office or on the job site on the Employer's time. Such cheque shall be received by the employee not later than twelve (12) o'clock on Friday, or not later than twelve (12) o'clock noon Thursday, if Friday is a Holiday. Failure by the Employer to ensure receipt of such cheque by twelve (12) o'clock as aforesaid shall entitle the employee to cash his cheque on the Employer's time.

If the employee and the Employer agree, the employee may be paid by bank deposit system. It is understood that the bank deposit system of payment may be revoked by either party with reasonable notice.

11.02 Employees shall receive at the time of weekly payment a cheque stub or earnings 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 taxes withheld.
5. Welfare and pension deductions - weekly and accumulative.
6. Vacation and Holiday pay - weekly and accumulative.
7. Any other employee authorized or legitimate deductions approved by the Employer.

Should the 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 arrangements necessary to ensure Employees receiving pay on schedule.

ARTICLE 12

TRAVELLING TIME AND EXPENSES

12.01 It is agreed that when an Elevator Constructor Mechanic or a Helper is sent outside of the jurisdictional radius covered in this Agreement, travelling time will be paid at single time rate for the actual hours travelled during regular working hours. Additional travelling time up to five (5) hours will be paid, at single time rates, for the actual hours travelled beyond regular working hours the first day only. If the trip requires more than one (1) day, travelling time will be paid at single time rates for the actual hours travelled during regular working hours the second, third, or fourth day and any additional days necessary to complete a trip. Expenses incurred during the trip shall be paid for by the Employers.

12.02 Under 12.01, overtime travelling is defined as follows:
"Additionaltravelling time up to five (5) hours
will be paid at single time rates for the actual
hours travelled beyond regular working hours the
first day only."

This ruling applies generally only to planned work on **out-**
of-town assignments where the Mechanic has prior notice of a trip.

12.03 OVERTIME TRAVELLING - EMERGENCY SERVICE
CALLS

12.03.01 Where an emergency call is received and the Mechanic has to leave town on short notice, Employers are obligated to pay double instead of single time rates under some circumstances. Generally, the following would apply for emergency call service, keeping in mind that double time rates must be paid for all daytime travelling on Sundays and Statutory Holidays under any condition.

12.03.02 On Sundays or Statutory Holidays, double time rate is paid during any part of the eight (8) hours daytime travelling. If the trip continues with overnight berth, an additional maximum of five (5) hours is paid at single time rates.

12.03.03 For any overtime where a Mechanic is required to make a continuous trip to the job and return, without overnight berth or hotel, all travelling time must be paid at the double time rate.

12.03.04 For a trip involving travelling time at the double time rate to the destination, followed by hotel stopover, single time rates would be paid returning on a Saturday between 8:00 a.m. and 5:00 p.m. with an additional five (5) hours maximum at single time rate if travelling after 5:00 p.m.

12.03.05 Travelling to destination with an overnight berth, paid at single time rate with maximum of five (5) hours travelling time. Travelling time the following day after regular working hours paid at single time rate with maximum of five (5) hours.

12.03.06 For other than Sundays or Statutory Holidays, any double time rates for travelling which would normally apply under the above conditions would be at time and one-half instead of double time if the customer has any form of contract service.

12.04.01 Transportation

The method of transportation from job to job during regular hours, overtime hours or travelling time authorized by the Employer, shall be that for which the Employer will accept responsibility and give monetary recognition. It is agreed that, when employees agree to use their personal vehicles for transportation as outlined in this provision, they shall be reimbursed at the rate of thirty-six (36) cents per kilometre. Effective May 1, 1991 the rate will be thirty-eight (38) cents per kilometre.

The Employer shall also assume the cost of the difference between the employee's own standard insurance and necessary business insurance.

It is understood that there will be no geographical restrictions on the use of personal or company vehicles. Employees will not be required to carry material other than their own personal tools in their personal vehicles.

12.04.02 At no extra expense said vehicle shall be permitted to carry two (2) persons in addition to the driver, where all are going to the same destination, but no tools or materials which would normally be shipped by the Employer.

It is also agreed that men shall not be required to use their own vehicles inside the primary jurisdiction, but there shall be no restrictions on the use of company owned or leased maintenance vehicles:

Ownership of a personal auto shall not be a requirement of employment nor shall an employee be required to use his own vehicle if the employee objects.

12.05 TRAVEL ZONES AND TIMES WITHIN THE PRIMARY
AND SECONDARY JURISDICTIONS

12.05.01 LOCAL 50 - TORONTO

(a) It is agreed that all employees covered under this agreement who are working on construction or modernization or scheduled repair work in the area bounded in the north by Highway 401, in the east by Port Union Road, and in the west by Highway 427 and in straight line to the North Shore of Lake Ontario shall be reimbursed in the amount of thirteen dollars (13), per day per employee, effective July 20, 1992. Effective May 1, 1993 the employee shall be reimbursed fourteen dollars (14) per day and effective May 1, 1994 the employee shall be reimbursed in the amount of fifteen dollars (15) per day.

Employees driving company vehicles are exempt from the above provisions.

In addition, any employee riding as a passenger in a company vehicle who is picked up and dropped off at his place of residence, shall not be entitled to the fifteen (15) dollars.

(b) It is further agreed that all employees covered under this agreement who are working on construction, modernization or scheduled repair in the area between the present boundaries (highway 401, Port Union Road and Highway 427) and the limit of a forty (40) mile radius from the City Hall, Toronto, shall be reimbursed thirty (30) minutes each way, per day as a total expense remuneration.

(c) It is further agreed that the allowances referred to in (a) and (b) above are not applicable to work performed by any classification of employee not specifically mentioned in (a) and (b) nor shall they be applied to areas other than those specified in (a) and (b).

(d) In the area between the forty (40) mile radius from the City Hall, Toronto, as described in (b) above, and a radius of one hundred and fifty (150) miles from the City Hall, Toronto, each employee assigned to work in the area shall be reimbursed seventy dollars (\$70.00) per day worked, effective on date of signing.

(e) In any area beyond the one hundred and **fifty** (150) mile radius as described in (d) above, each employee assigned to work in the area shall be reimbursed four hundred and ninety dollars (**\$490.00**) per week for each full week assigned. In the event that the employee spends less than a full week during any period of assignment in the area described in this paragraph, he shall be reimbursed for such period of less than one week's duration at the per diem rate as specified in (d) above.

(f) It is understood that, should the amounts specified in paragraphs (d) and (e) be deemed insufficient to provide reasonable compensation for food, shelter, and incidental expenses for the employee concerned, the amounts may be adjusted by agreement between the Employer and the Union. The Employer may require that legitimate receipts be furnished by the employee to substantiate such request for increased compensation. It is further agreed that where the actual expenses fall below the amounts now agreed on, the amount may be adjusted by agreement between the Employer and the Union.

12.05.02 Local 90 - Hamilton

(a) Anything over one city bus fare within the primary jurisdiction must be paid by the Employer at the rate of one dollar (\$1.00) per day per man.

(b) Travel zones and travelling times within the secondary jurisdiction with the City Hall as the central point, shall be as follows:

From the primary to 7-3/4 miles
- 1/4 hour each way
from 7-3/4 miles to 10 miles
- 1/2 hour each way
from 10 miles to 15 miles
- 3/4 hour each way
from 15 miles to 25 miles
- 1 hour each way

It is understood that the employees will start work at the job site in the respective zones at eight (800) a.m. and shall work eight hours per day on their job site.

It is agreed that Local 90 of the City of Hamilton has jurisdiction over the men now resident in the Cities of Windsor, London and Sarnia, and all men who might be permanently stationed in these cities during the life of this Agreement, and the men resident in these cities shall have local preference whenever possible on any work covered by this Agreement.

(c) Living Expenses

When men are sent outside of the secondary jurisdiction, expenses shall be paid at the rate of up to seventy dollars (\$70.00) per man per day for all days worked to cover room, board, laundry and incidental expenses within a zone of sixty-five (65) miles from the City Hall.

Beyond this zone, such expenses will be paid at the rate of **up** to four hundred and ninety dollars (\$490.00) per man per week.

In the event men work less than a five-day week, the expenses rate shall be up to seventy dollars (\$70.00) per day.

All zones referred to in the secondary jurisdiction covering travel times and expenses shall be designated on an approved map.

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

12.05.03 Local 96 - Ottawa

(a) Travel zones and per diem allowances shall be as follows:-

From the primary to 8 miles	- 15 minutes each way
from 8 to 11 miles	- 30 minutes each way
from 11 to 15 miles	- 45 minutes each way
from 15 to 25 miles	- 60 minutes each way

(b) It is understood that the per diem expenses detailed in paragraph (a) above are applicable only to employees engaged in Construction, Modernization and Scheduled Repair work, and that employees shall perform eight hours **work** per day on the job site.

(c) It is agreed that Local 96 of the City of Ottawa has jurisdiction over the men resident in the City of Kingston. *Also*, all men who might be permanently stationed in this City during the life of this Agreement, and that members of Local 96 of Ottawa shall have prior right to all work covered by this Agreement whenever possible.

(d) It is agreed that when employees are sent to camp site jobs they shall be accommodated in foremen's quarters where possible. Out-of-pocket expenses for employees sent to such job sites will be discussed between the Employer's Superintendent and a representative of the Local at least one (1) week prior to the employee's departure to the job site.

(e) When employees are sent outside of the primary jurisdiction where living expenses apply, such expenses shall be paid at the rate of up to a maximum of seventy dollars (\$70.00) per man, per day worked to cover room, board, laundry and incidental expenses in an area within a sixty-five (65) mile radius of the Chateau Laurier Hotel.

Beyond this area such expenses shall be paid to a maximum of four hundred and ninety dollars (\$490.00) per week.

If at any time it is found that the living allowances provided by this Agreement are not adequate to cover reasonable expenses, the Employers agree to increase same proportionately after such increase has been approved by the Employer's Superintendent concerned, along with a representative of the Local. It is further agreed that when actual expenses fall below the amounts agreed upon, the Employers reserve the right to pay only the costs involved.

12.06 Employees assigned to work out of town will be provided with reasonable expense advances upon request.

ARTICLE 13

STRIKES AND LOCKOUTS

13.01 It is agreed by both **parties** that strikes and lockouts **are** prohibited in accordance with the terms of The Ontario Labour Relations Act.

ARTICLE 14

GRIEVANCE AND ARBITRATION

14.01 Any difference or dispute regarding the application or interpretation of this Agreement or Local Agreements shall be settled locally between the Local Union and the Employer. Upon receipt of a written grievance the Employer Representative and the union Representative shall meet within five (5) working days to settle the dispute. In the event the matter cannot be settled on a local basis, then either the Union or the Employer shall submit the dispute to the Joint Industry Committee which it is hereby understood and agreed shall have the power to enforce its decision by mutual consent for protection of the public and the entire elevator industry.

14.02 Within a period of seven (7) days after receipt of a dispute or grievance by the joint Industry Committee, said Committee shall meet. If the Joint Industry Committee is unable to reach a decision or is deadlocked on the issue, then within a period three (3) days thereafter, either party may submit the unresolved dispute to arbitration.

14.03 It is agreed that the Employers and the Unions may mutually agree to a permanent Impartial Arbitrator or panel of permanent Impartial Arbitrators for resolution of differences or disputes. It is agreed that the Employers and the Unions may agree to waive the Joint Industry Committee step in the above procedure and may submit an unresolved difference or dispute directly to an Impartial Arbitrator.

14.04 It is understood that neither the Joint Industry Committee nor the Impartial Arbitrator shall have any power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

14.05 The decision of the Impartial Arbitrator shall be final and binding upon all parties. The expenses of the Impartial Arbitrator shall be borne equally by both parties.

14.06 It is agreed that the time limits expressed in this Article may be extended by mutual consent of the parties.

JURISDICTIONAL TERRITORY

15.01 The primary jurisdiction of any Local Union shall include only that territory in which its members will agree to travel on their own time.

15.02 The secondary jurisdiction of any Local Union shall include the balance of territory beyond the primary jurisdiction and within the boundaries as outlined hereunder.

15.03 The primary jurisdiction of Local 50 of the City of Toronto shall include the territory within the area bounded by Royal York Road on the west, north to Wilson Avenue and York Mills Road, then east along Wilson Avenue and York Mills Road to Birchmount Road, then south to Lake Ontario.

15.04 The secondary jurisdiction of Local 50 shall be that area beyond the primary jurisdiction bounded by a line drawn on the west from Lake Ontario at Oakville, north on Third Line to Highway No. 5, east on Highway No. 5 to the Halton County Line, north to Highway No. 7, then east on Highway No. 7 to the intersection of Highway No. 7 and Highway No. 10, then a line north to Collingwood, then east through Bracebridge to Maynooth, then south to Brighton.

15.05 The primary jurisdiction of Local 90, of the City of Hamilton, shall include the territory within the area bounded as follows:-

Starting at the Queen Elizabeth Way and Grays Road, south on Grays Road to the base of the mountain and continuing on the old Water Tower Road to Highway #20, and on to Highway #53. Then west on Highway #53 to Nebo Road, then south to Twenty Road, and west to Townline Road in a line to Fiddlers Green Road and then from Fiddlers Green Road via Lovers Lane to Mineral Springs, and from Mineral Springs to a line connecting with Brock Road.

15.05 Then north-east on Highway #5 via Kerns Road to the Queen Elizabeth Way. From the Queen Elizabeth Way to Brant Street and on to the Lakeshore, then along the Lakeshore to the starting point.

15.06 The secondary jurisdiction of Local 90 shall be within a radius of thirty-five (35) miles from the City Hall and shall include in addition the towns or cities of Port Colborne, Niagara Falls, Fort Erie, and Waterloo, including all territory in southwestern Ontario south of: Highway 83, in the west, near Grand Bend to Highway 23; north on Highway 23 to Highway 9; then east on Highway 9 to the jurisdiction line of Local 50 in Article 15.04; and then south along this line to Lake Ontario.

The towns of Orangeville and Grand Valley shall remain in International Territory.

15.07 The primary jurisdiction of Local 96, of the City of Ottawa, shall be within a radius of six and one half (6.5) miles from the Chateau Laurier on the south shore of the Ottawa River, and a radius of five (5) miles from the Chateau Laurier on the north shore of the Ottawa River.

15.08 The secondary jurisdiction of Local 96 shall be within a radius of sixty-five (65) miles from the Chateau Laurier, and shall include in addition the City of Pembroke.

15.09 The centre line of each road named is recognized as the boundary line.

15.10 In areas outside the jurisdictional territory of a Local Union, in International territory, the Employer may use members from any Local but shall endeavor to employ members from a Local that is suffering unemployment.

15.11 It is agreed that if an Employer does not have a workforce in a Local Union's territory, he may assign one regular employee from another area, to work in the Local Union's territory, provided that the employee is a member in good standing of the International Union of Elevator Constructors.

15.12 It is agreed that the Local Union has jurisdiction over the men working in it's jurisdiction and the members of the local Union shall have prior right and preference of employment to all work covered by this Agreement within the primary and secondary jurisdictions of that Local Union.

15.13 Where work is to be performed outside the jurisdictional territory of a Local Union, a Mechanic and Helper shall be sent to a maximum distance of 300 miles and, in the event a Helper is not available to accompany a Mechanic, the union will permit local Helpers to be employed. For any distance greater than 300 miles, the Employer may, at his discretion send a Helper with a Mechanic.

15.14 Nothing in the foregoing paragraphs is to be construed as meaning the jurisdictional radius of the Locals has been extended to a maximum distance of 300 miles.

ARTICLE 16

WELFARE PLAN

16.01 The Welfare Plan covering life insurance, sickness and accident benefit and hospitalization insurance or any changes thereto that are in accordance with the Canadian Elevator Industry Plan and Declaration of Trust, shall be a part of this Agreement and be adopted by all parties signatory thereto.

16.02 The Welfare Plan shall be financed by contributions by the Employers and 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 three and one-half cents (\$.03 1/2) 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.

16.03 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, after consultation with the Actuary, to be in excess of the amount required to finance 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.

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

- i) completed the probationary period of six months (6) months (as set out in Article 10.03.01) and
- ii) accumulated and contributed and had contributions made on their behalf by the Employer(s) for a further 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.

WELFARE PLAN

EMPLOYER CONTRIBUTION SCHEDULE

Effective Date	Amount Per Hour
May 1, 1989	\$0.68
May 1, 1991	\$0.93

All contributions required by this Article shall be remitted by the Employer at the office of the Administrator effective at the time of signing and a further 25 cents effective **May 1, 1991**. This contribution of 25 cents will be in addition to what the wage formula will generate.

The cut-off dates for each month shall be the week endings as advised by the Administrator.

16.05 The Union reserves the right to increase amounts of contributions to the funds from wages.

ARTICLE 17

PENSION PLAN

17.01 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 Employers 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.

17.02 The Board of Trustees shall have full authority and discretion to adopt the Declaration of Trust and Plan of Pension Benefits which shall be part of this Agreement and binding on all parties signatory to this Agreement. The Pension Plan shall include a provision for mandatory retirement at age ~~65~~ as well as a provision for optional retirement at an earlier age to be determined by the Trustees.

17.03 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 (\$.05 1/2) 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.

17.04 All disbursements in connection with 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.

17.05 In the event that any excess Employer or employee contributions reallocated pursuant to Article 16 hereof 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

Effective Date	Amount Per Hour
May 1, 1989	\$2.00
May 1, 1991	\$2.50

All contributions required by this Article shall be remitted by the Employer at the office of the Administrator effective at the time of signing and a further 50 cents effective May 1, 1991. This contribution of 50 cents will be in addition to what the wage formula will generate.

The cut-off dates for each month shall be the week endings as advised by the Administrator.

17.06 The Union reserves the right to increase amounts of contributions to the funds from wages.

ARTICLE 18

EDUCATIONAL FUND

18.01 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.

18.02 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.

18.03 The "Canadian Elevator Industry Educational Program" shall be financed by contributions by the Employers as herein provided. The Employer agrees to pay and contribute the applicable contribution to such 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 of the Declaration of Trust adopted by the Board of Trustees.

Educational Fund

Employer Contribution Schedule

Effective Date	Amount Per Hour
July 27, 1988	\$0.065
May 1, 1989	\$0.085

18.04 All contributions required by this Article shall be remitted by the Employer at the office of the Administrator effective at time of signing and a further 2 cents effective May 1, 1989. These amounts are over and above any wage settlement and are not to be deducted from any monetary package.

The cut-off dates for each month shall be the week endings as advised by the Administrator.

ARTICLE 19

REPORTING TIME

19.01 Whenever an 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 20

SCOPE AND TERMS OF AGREEMENT

20.01 This Agreement shall be binding upon all Employers and Local Unions as defined in Article 1.03. No Local Union shall, through its by-laws, constitution or otherwise, change any of the Articles or intent of this Agreement, except as herein provided for in Article 23, nor shall the Employers make any rules or issue any instructions that are contrary to this Agreement, or the intent of this Agreement.

20.02 This Agreement defines the entire relationship between the parties for the term of this Agreement and except as herein specifically provided for, 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 21

PAYMENT FOR LOST CLOTHING AND TOOLS

21.01 The Employers agree that they should make every effort to provide a reasonably 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 tools or clothing lost on the job, the Employer to pay seventy-five percent (75%).

Claims are limited as follows:

Overcoat	\$ 65.00
Other Clothing	\$ 75.00
Tools	\$600.00

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

ARTICLE 22

UNION DUES CHECK OFF

22.01 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 become effective at the beginning of the pay period immediately following a two (2) week delay after the Employer receives such written notice of change from the Union.

22.02 The Employer will require the authorization from such employees to be in writing on a form provided by the Union.

22.03 A list of all employees, along with their respective Social Insurance Number and amount deducted for each week (ending on Saturdays), shall be sent to the Local Union office along with the remittance for the total amounts checked off.

22.04 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 23

LOCAL OPTION

23.01 It is agreed between the Employers and the Unions that for the benefit of the entire elevator industry, it is permissible for any Local Union to negotiate special conditions with an Employer for the following classes of work, except that the wage rates as determined by Article 5 of this Agreement cannot 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, contract service, modernization and construction work.

23.02 These special conditions shall be determined by a Committee consisting of two (2) representative from the Local Union, one (1) International Representative, and three (3) representative from the Employers and their decision shall be binding on both parties.

23.03 Agreement on special conditions shall continue as long as satisfactory to both parties, but no change shall be made more often than every six (6) months. Sixty (60) days notice in writing shall be given by one party to the other of a desire of such a change, and such written notice shall constitute cause for a meeting between the parties.

23.04 Local Option Pertaining to Local 50, Toronto

Under the terms of Article 23 of the Agreement, the parties agree that the following shall apply to Contract Service on Escalators.

Contracts as defined in Article 9, Contract Service, covering cleaning, oiling, greasing, adjusting, and minor repairs, may be performed after regular working hours (except Sundays and Holidays), at the rate of time and one-half. Two Helpers to one Mechanic may be used.

23.04 Minor repairs are defined as all repairs necessary to maintain the Escalator in good operating condition, except the following major repairs:

1. Installing new tracks
2. Installing new handrails and vulcanizing
3. Installing new landing plates
4. Installing new steps
5. Installing new drive chains and sprockets
6. Installing new motors, gears and bearings (except thrust)
7. Installing new upper and lower drive replacements

It is understood that this arrangement shall only apply to a contract covering ten (10) or more Escalators unless approval is obtained from the Union prior to signing.

It is agreed that employees performing such work in overtime shall receive any applicable travelling time that may apply at the time and one-half rate, except Sundays and Holidays.

23.05 Sub committee to be established wording to have director of N.E.E.A. and director of I.U.E.C. jointly agree to permit variance in collective agreement to combat non-union.

ARTICLE 24

EMPLOYMENT STANDARDS

24.01 LEAVE OF ABSENCE

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;

- (a) Serious accident involving a member of his immediate family (parent, spouse, child).
- (b) Personal illness or accident.

(c) At the request of the union, an employee designated by the Union to participate in legitimate Union business.

(d) When death occurs in an employee's immediate family i.e., parent, parent of current spouse, child, brother or sister, the employee, on request, will be excused for up to three (3) days (working days) immediately following the death.

(e) NEW "Bereavement leave for members of Local 50 only."

Employees in the employ of the employer for six (6) continuous months or more, shall be entitled to Bereavement Leave as follows:

When death occurs in an employee's immediate family, the employee, on request, will be excused for up to two (2) days immediately following the death. If any of the two (2) days are working days, the employee will be paid eight (8) hours pay for each day. These hours will be considered as time worked. Immediate family is defined as spouse, parent, parent of current spouse, child, brother or sister.

(f) Required to testify before a Court of Law, Labour Court, Unemployment Insurance Commission, Compensation Board or Arbitration Board.

24.02 PROVINCIAL SAFETY COMMITTEE

The parties to this Agreement agree to establish and operate a Provincial Safety Committee for the purpose of investigating, analysing and reporting of all accidents, including lost time injuries, and generally for the purpose of improving the safety of the elevator industry.

Such Committee shall consist of three (3) members appointed by the union and three (3) members appointed by the Employers, or such other number on a parity basis.

The Committee shall have the authority to request notification of all accidents on such forms as are prescribed from time to time, to be used solely for the purpose of analysing the nature and type of injuries occurring in the industry.

ARTICLE 25

TERMINATION OF AGREEMENT

Except as otherwise expressly provided for herein, this Agreement shall become effective on the 8th day of Oct., 1998 and shall terminate on the 30th day of April 2001.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this instrument to be executed by their duly appointed representatives.

FORTHE UNION

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

R Baxter, Local 50, Toronto
C. Murray
R Crosby, Local 90, Hamilton
Mark Gibson
G. Fitzgerald, Local 96, Ottawa
R McNevin
T. McCann, Regional Director

FORTHE EMPLOYER

NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION

B. Cotton, Dover Corporation (Canada) Limited
B. Barnes, Otis Canada Inc.
R. Stinson, Montgomery KONE Elevator Company Limited
A. Reistetter, National Elevator and Escalator Association

APPENDIX "A"

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)
-Headers) Except as permitted by Add #2
-Doors)
-Sills
-Angle Supports
-Sight Guards
-Closing Devices
-Locking Devices
-Clutches
-Accessories- e.g. - Hall Button, hall Lantern &
Position Indicator Fixtures, etc.

Any drilling and tapping required for the installation of these components shall be done in the field, (except - drilled and tapped holes in hangers as heretofore provided).

Slotted holes may be provided for fastening opening, closing and locking devices, as permitted by Article IV, 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

Leo Moore
C.M. Moffatt
R.J. Moore

C.E.M.A. REPRESENTATIVES

E.M. Tuff
E. Horn
K. Hawley

JOINT INDUSTRY COMMITTEE DECISION
TORONTO, ONTARIO, FEBRUARY 25TH AND 26TH, 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 manufacturers discretion.

(c) Weight assist guides shall be field installed.

(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.), 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 effective February 15, 1971.

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

JOINT INDUSTRY DECISIONS

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 disassembly 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.

The Manufacturers further agreed that there would be no objection to a local removing the wiring, and replacing it, until the situation is corrected.

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 objection 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-bell 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 *liss* 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 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 this 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 all external wiring, all greenfield, 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 Elevator Constructors.

15. Type M Hoistway Door Track Assembly
(Haughton Elevator Company)

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 of 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 658SG 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 the International Executive Board and the Manufacturers' 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 the 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 1000 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 1000 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'

APV CANADA INC.
ASCENSEURS DROLET KONE
CAPITAL ELEVATOR LIMITED
CEE ELEVATOR SERVICES LTD.
CONCORD ELEVATOR (OTTAWA) LIMITED
ELEVATOR TECHNOLOGY GROUP
A DIVISION OF ETG ENTERPRISES LTD.
FUJITEC CANADA, INC.
GAVIN ESCALATOR & ELEVATOR SERVICE LTD.
H.A.R. ELEVATOR SERVICES INC.
HALTON ELEVATOR LTD.
LAKEVIEW ELEVATOR INC.
MERIT ELEVATOR SERVICES COMPANY INC.
MIRO ELEVATORS LIMITED
MONTGOMERY KONE ELEVATOR CO. LIMITED
OTIS CANADA, INC.
1088989 ONTARIO INC. C.O.B. AS THE PHOENIX GROUP
1077096 ONTARIO LTD. C.O.B. AS PORTA-FLEX MFG.
PRECISION ELEVATOR LTD.
S. HINLER ELEVATOR CORPORATION
SELCO ELEVATOR LIMITED
THYSSEN ELEVATOR LIMITED and subsidiaries:
THYSSEN DOVER ELEVATOR
THYSSEN ELEVATOR OTTAWA LIMITED
TYLER-WILLIAMS OPERATIONS INC.
VAN-TECH ELEVATOR SERVICE INC.
YORK ELEVATORS LTD.

MEMORANDUM OF AGREEMENT

OCTOBER 8, 1998

BETWEEN

NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION

AND

**THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
FOR AND ON BEHALF OF ITS LOCALS 50, 90 AND 96**

The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.

The parties herein agree that the term of the collective agreement shall be from October 8, 1998 to April 30, 2001.

The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on April 30, 1998, provided, however, that the following amendments are incorporated:

1. ARTICLE 4.03.02 – Amended first paragraph to read:
“Preassembled plug connectors may be used to interconnect solid state components of the elevator systems (solid state to solid state only) and to connect any component in and on the car (excluding travelling cables).” Remainder of article remains as is.
2. ARTICLE 5 – Wages
Leave the Wage Formula in the Collective Agreement.
3. ARTICLE 8.04 – Amended to read:
“When an employee who is employed on Maintenance work performs any of the work listed above during hours other than his/her regular working hours, Monday to Friday inclusive, he/she shall be paid at double the rate of single time.”

4. ARTICLE 9.02.01 – Amend to read:

“One (1) Helper to each four (4) Mechanics 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, greasing, ~~replacing of combplate teeth, and relamping of fixtures~~ only. The word “district” means the regular maintenance (Contract Service) route of the Mechanic or Mechanics to whom the Helper has been assigned that day.

The replacing of combplate teeth and relamping of fixtures will be done by Improver Helpers in the employers workforce when available.”

5. ARTICLE 9.10 – Replace with

“It is agreed that for maintenance work, and that notwithstanding Article 9.03 and 9.04, the regular hours of work shall be any eight (8) consecutive hours exclusive of meal breaks, between seven (7) a.m. and six (6) p.m., five (5) days per week, Monday to Friday inclusive.

Maintenance Employees assigned to a starting time other than eight (8) a.m. shall be assigned for a minimum duration of two (2) regular weeks, Monday to Friday inclusive, with at least one week’s notice. All other time outside these hours, shall be overtime at the applicable overtime rates.”

6. ARTICLE 15.15 – New:

“The parties acknowledge the changes made in the jurisdiction of the Locals by the International. For the sake of certainty, this Article does not amend or change rights or obligations of any of the parties covered by the collective agreement, as those rights or obligations existed prior to the introduction of this Article.”

7. Change all dates to reflect the new term of agreement, and change index to show any additions.
8. Willing to form a Joint Committee to discuss the Union’s concerns with 10.14.04 (Letter of Intent attached).

[Signature]

William

[Signature]

Charles Kuntz

[Signature]

A. Bailey

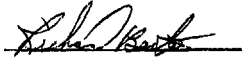
[Signature]

[Signature]

Shannon M. [Signature]

LETTER OF INTENT

The parties agree to form a Joint Employment Committee and to meet within ninety (90) days of the signing of this Collective Agreement to discuss the Union's concerns with Article 10.14.04.



INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS



NATIONAL ELEVATOR &
ESCALATOR ASSOCIATION