

LOCAL 102/N.E.E.A.

AGREEMENT

EFFECTIVE

December 1, 2013 - November 30, 2016

ELEVATOR CONSTRUCTOR AGREEMENT

MADE THE 22nd DAY OF NOVEMBER 2013

AT WINNIPEG

BETWEEN:

THE NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION

Comprising the following companies:

KONE Inc.
Otis Canada Inc.
ThyssenKrupp Elevator

AND

THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

On behalf of
Local 102, Winnipeg, Manitoba
(Manitoba and Saskatchewan)
(Hereinafter referred to as the "Union")

This agreement is for the purpose of establishing harmonious relations and facilitating peaceful adjustments of wage schedules and working conditions.

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DEFINITIONS

Where in this Agreement the masculine gender is used it is understood that the reference shall include the feminine.

Where in this Agreement “Employees” is used it is understood that this will mean “Elevator Constructor Mechanics” and/or “Elevator Constructor Helpers”.

Where in this Agreement “Contract Service” is used it is understood that this will mean “Maintenance Work”.

ARTICLE 1 - PARTIES TO THE AGREEMENT

- 1.01** The Employers are authorized and empowered to negotiate and execute this Agreement for and on behalf of the Employers; i.e. KONE Inc. and Otis Canada Inc. and ThyssenKrupp Elevator.
- 1.02** The Union is authorized and empowered to negotiate and execute this Agreement for and on behalf of Employees covered by this Agreement.

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 4.02.
- 2.02** The Unions recognize 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 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 this Agreement, the Employers shall have the right to:
- (A) select personnel, hire, assign work or duties, transfer, lay off and recall employees;
 - (B) discipline or discharge for just cause;
 - (C) establish and enforce reasonable rules of conduct to be observed by employees.
- 2.04** Local 102 to receive a copy of any disciplinary letter(s) that are given to the employee in a timely manner

ARTICLE 3 - UNION MEMBERSHIP

- 3.01** An Employee covered by this Agreement shall, as a condition of employment, apply for membership in the Union within a thirty (30) day period following the completion of the probationary period as defined in Article 10 of this Agreement.
- 3.02** It is agreed that, should the Union fail to accept an application for membership, the Employee shall be deemed to be a member in good standing with the Union and shall be entitled to all of the benefits of this agreement.
- 3.03** The Employee properly accepted into membership in the Union shall maintain himself in good standing in the Union as a condition of employment.

- 3.04** The Employers shall be obliged under this Article, after it becomes effective as herein provided, to terminate the employment of any Employee who fails to apply for membership in the Union as required by this Article, or of any Employee who fails to maintain his membership in good standing with the Union, upon receipt of written request for such termination from the Union.

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** (1) The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor from the time such equipment arrive 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 Paragraph 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 the Union, the Employers shall contact the Union's Business Representative to make appropriate arrangements for the handling and unloading of such equipment.

In areas outside the jurisdiction of the Union, the Employers shall contact the Regional Director.

- (2) The erecting and assembling 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.
- (3) 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 theatre 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) All wiring, conduit and raceways from the 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.
- (5) The erecting of all guide rails.
- (6) The installation of all grating and counterweight screens, overhead work, either wood and iron, and all material used for mounting of elevator apparatus in machine rooms, overhead or below.
- (7) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment, when the drilling needs to be done onsite.
- (8) The setting of all templates.
- (9) The assembly of all cabs complete.
- (10) The installation of all indicators.
- (11) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (12) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (13) The installation of all devices for opening and closing, and locking of elevator car and hoistway doors and gates.
- (14) The drilling of angle supports for mounting of closing devices except one template hole, when the drilling needs to be done onsite.
- (16) The operating of all temporary and uncompleted car
- (17) 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 jobsite. The wiring and piping to and between multiple hydraulic power units shall be performed at the jobsite.

4.03.01 Nothing contained in Article 4 shall preclude the Employers from pre-assembling and prefabricating the following:

- (i) Temporary elevators
- (ii) Residence elevators
- (iii) Dumbwaiters
- (iv) Dock elevators
- (v) Parking garage elevators (such as Bowser, Pigeon Hole or similar types of elevators).
- (vi) Handicap Lifts
- (vii) Freight Platform Lifts
- (viii) Cartveyors

A temporary elevator is defined as a non-permanent elevator installed prior to or during construction work inside or outside buildings. The assembly, disassembly and moving of temporary elevators from job to job or area to area may be accomplished in the most economical fashion, provided, however, whatever work is required to be performed at the jobsite in connection therewith shall be performed exclusively by Elevator Constructor Mechanics and Helpers. Residence elevators shall mean elevators installed solely for the 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** Pre-assembled plug connectors may be used to interconnect solid state components of the elevator systems, and to connect any component in and on the car. (excluding travelling cables) for instance:

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

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

It is understood and agreed that the connecting and/or coupling of devices will be done by the Elevator Constructor whether accomplished by external wiring or pre-assembled plug connectors as provided in the 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°) degree incline per CSA Code), shall include the following:

- (i) Truss sections with drive units, machines, handrail drive sheaves and drive chains installed and aligned.
- (ii) Truss sections with tracks installed and aligned.
- (iii) Balustrade brackets may be shipped attached but not aligned.
- (iv) Setting of all controllers and all wiring and conduit from the controllers.

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

- 4.05**
- (1) Where heavy material is to be hoisted or lowered outside of the structure, a derrick or crane can be used under the supervision of Elevator Constructors in the employ of the Employers. Heavy materials under 4.05 (1) 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).
 - (2) Systems Building, Systems modular, industrialized or similar structures are those whose super-structures 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.

In the case of the buildings described herein, it is agreed that the components of the elevator will be assembled by Employees covered by this Agreement, on or remote from the jobsite and such assembled components may be hoisted either outside or inside the structure, by a derrick or crane

and placed in final position, under the supervision of Employees covered by this Agreement.

- (3) 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 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.

4.09 (1) A Joint Industry Committee consisting of six (6) members shall be established by a joint resolution and shall be continued for the terms of this Agreement. Three (3) members shall be designated by the Union and three (3) members shall be designated 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 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 decision 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.

- (2) Within seventy-two (72) hours, exclusive of Saturday, Sunday or a Holiday, after a question or dispute arises concerning Article 4 and if there is no settlement of the question or dispute, the matter shall be submitted by either the employers or the Union to the Joint Industry Committee. Within seven (7) calendar days after such submission, the Joint Industry Committee shall meet. If within five (5) calendar day thereafter, the Committee is unable to reach a decision or is deadlocked, then either the Employers or the Union may submit the question or dispute to an Impartial Arbitrator as provided for in 4.10 of this Article.

- (3) While any questions or disputes pertaining to Article 4 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 work in dispute, and if such determination is challenged, then a committee consisting of two (2) representatives experienced in the operation of the industry, one (1) from each Party, shall promptly visit the jobsite 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) 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.
- (5) 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 4.09 (3) shall apply.

4.10

- (1) 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 Parties may mutually agree to submit directly to arbitration.
- (2) The decision of the Impartial Arbitrator shall be final and binding upon all Parties and his expenses shall be borne equally by both parties.
- (3) The Impartial Arbitrator must promptly hold a hearing and must within ten (10) working days after the hearing render a written decision.
- (4) 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 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 by either Party.

ARTICLE 5 - WAGES

- 5.01** The wage rate for Employees covered by this Agreement shall be in accordance with 5.04. The Helper three (3) rate shall be 80 percent of the Mechanic's rate, Helper two (2) shall be 70 percent of the Mechanic's rate, Helper one (1) shall be 60 percent of the Mechanics rate, Helper shall be 55 percent of the Mechanic's rate and Probationary Helper shall be 50 percent of the Mechanics rate for the first six (6) months worked in any nine (9) month period as defined in 10.03.
- 5.02** 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 ½%) for each hour worked by him.
- 5.03** The wage rates as set out in 5.04 and APPENDIX "C" shall apply to all Employees engaged in Construction, Repair, Modernization and Maintenance as defined and covered in this Agreement.
- 5.04** The hourly wage rates shall be:

		Dec. 7/13	Dec.1/14	Dec.1/15
Mechanic		\$42.71	\$44.20	\$45.61
Helper 3	80%	34.17	35.36	36.49
Helper 2	70%	29.90	30.94	31.93
Helper 1	60%	25.63	26.52	27.37
Helper	55%	23.49	24.31	25.09
Probationary	50%	21.36	22.10	22.81
Mechanic In-Charge (Adjustor)	112 ½%	48.05	49.73	51.31

ARTICLE 6 - VACATIONS

- 6.01** The following are recognized by this Agreement as being holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Family Day (Saskatchewan)	Remembrance Day
Good Friday	Christmas Day
Easter Monday (Construction)	Boxing Day
Victoria Day	
Dominion Day	Floating Holiday
First Monday in August	(Maintenance and Service)

NOTE - Easter Monday holiday for Construction Employees only & a floating holiday for Maintenance & Service Employees - to be taken during the course of the year and when agreeable between Employee & Employer.

6.02 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 a holiday and shall be paid for at applicable overtime rates.

6.03 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 amount shall be paid to the Employees weekly. For purposes of clarification the following amounts will be excluded when calculating gross earnings:

(1) Employer contributions to Welfare, Pension & 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 Employees shall be permitted to proceed on vacation at such time as is suitable to both parties, and all Employees shall avail themselves of a minimum of three (3) weeks vacation annually.

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. 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 4:30 p.m. five (5) days per week, Monday to Friday inclusive. (The above working hours may be changed by mutual agreement as provided for in the Special Conditions Article of this Agreement.)

7.03 Work performed on Construction work on a Saturday and a Sunday and before 8 a.m. and after 4:30 p.m. on Monday to Friday inclusive, shall be classed as overtime, and paid for at double rate of single time.

7.04 When any four (4) of the major construction trades obtain a six (6) hour day, the Union shall work a six (6) hour day, the working day to be between the hours of 8 a.m. and 4:30 p.m. When sufficient Elevator Construction Mechanics and Helpers are not available, an eight (8) hour day shall be worked. Whenever the Union obtains a six (6) hour day under this paragraph, the Union and the Employers shall bargain as to the hours and overtime rates to be applied on the six (6) hour day.

7.05 Upon written notification to the Local Business Representative, the Employer may establish hours worked on a job site for a four (4) ten (10) hour day

workweek (Monday to Thursday) at straight time pay for construction work. It is agreed that the regular working day shall consist of ten (10) hours worked consecutively, with an unpaid lunch period, between 6 A.M. and 6 P.M. four (4) days per week. Any work performed beyond ten (10) hours in a day or forty (40) hours per week will be paid at double the rate of single time.

ARTICLE 8 - REPAIR WORK

8.01 Repair Work is hereby defined as general repairs and modernization work on apparatus enumerated in Article 4 of this Agreement. Repair work shall be exclusively performed by Employees covered by this Agreement.

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 cables
- Safety test where test weights are required
- Armature repairs
- Renewing of car shoes
- Replacement of sheave bearings
- Repairs to cab or car gate
- Renewal of motor bearings
- Replacing thrusts
- Rescoring of sheaves or drums
- Rewiring controller
- Replacement of doorhangers
- Replacement of worm and gear
- Re-babbiting 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 disassembled for cleaning, oiling, greasing, adjusting and minor replacement (minor replacement meaning work requiring one (1) hour or less) the work shall not be classed as repair work.

When escalators are prepared and/or disassembled 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 relining guide rails.

Replacing or repairing car floor or car floor coverings (the Employer may assign one 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 The Employer may assign an Elevator Constructor Mechanic to work without a Helper where such repair work may not require two (2) men and no factor of safety is involved. Where the Elevator Constructor Mechanic has reasonable grounds for believing that working alone is likely to endanger his safety, the concern of the Mechanic shall be referred to a committee comprised of an Employer and Union representative. If the matter is not resolved, then the provisions of the Provincial legislation shall apply.

8.04 When men who are employed on contract service work perform any of the work listed above during hours other than between 6 a.m. and 8 p.m., Monday to Friday inclusive, it shall be paid for at double the rate of single time.

It is understood that if an Employee on Service Work responds to a Maintenance Call-back after 6:00 P.M. they will be compensated by the applicable rate as per Article 9.

8.05 A Modernization job is hereby defined as any work performed on apparatus enumerated in Article 4 and 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) consecutive hours, excluding meal breaks, between 6 A.M. and 8 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.

All other time outside of these hours shall be overtime at the applicable rates.

8.07 Upon written notification to the Local Business Representative, the Employer may establish hours worked on a job site for a four (4) ten (10) hour day workweek (Monday to Thursday) at straight time pay for modernization work. It is agreed that the regular working day shall consist of ten (10) hours worked consecutively, with an unpaid lunch period, between 6 A.M. and 6 P.M. four (4) days per week. Any work performed beyond ten (10) hours in a day or forty (40) hours per week will be paid at double the rate of single time.

ARTICLE 9 - MAINTENANCE WORK

9.01 Maintenance Work or Contract Service is hereby defined as any contract obtained by an Employer for regular examination or care of apparatus enumerated in Article 4 of this Agreement. Maintenance work shall be exclusively performed by Elevator Constructor Mechanics and Elevator Constructor Helpers.

9.02 (1) 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 combplate teeth, relamping of fixtures, observing operation of equipment, change brushes, replace carbons, contacts, shunts, door gib inserts and such similar work for which he has been trained in a safe manner. The word "district" means the regular maintenance route of the Mechanic or Mechanics to whom the Helper has been assigned that day.

- (2) 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 regular 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, an Employer may assign a Mechanic or Mechanics to remain at a mutually agreed building beyond regular established working hours not to extend beyond 6:30 p.m. For all such work beyond his regular 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 expenses 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 be paid for at double the rate of single time. All other time worked before 8 a.m. or after 5 p.m. shall be at the rate of time and one-half.
- 9.05** Call-backs on maintenance 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 on a Sunday or holiday shall be paid for a double the rate of single time.
- 9.07** On maintenance work where an Employer has a contract in one 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 p.m. and 12 midnight, except on a 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 for all hours working 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 shall work eight (8) hours to midnight. On a holiday one (1) shift shall work eight (8) hours during the day, there being no night shift, the Employees taking the holiday alternately, one (1) shift working one 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 It is mutually agreed that, for the benefit of the elevator industry, and having particular concern for the safety of the using public, as a condition of employment, the Employees engaged in Maintenance Work or Contract Service agree to make themselves available to answer call-backs outside of regular working hours. The Employer shall establish a duty list, operated on a rotating basis and each Employee described in this paragraph will be responsible for responding to the calls received by him, to the best of his ability, during his assigned duty period. Compensation for the Employee during the term of his duty period shall be one hour's pay per day Monday to Friday, and two hour's pay per day for Saturday, Sunday or Holidays, at his regular time rate of pay when no calls are received by him. This compensation will not apply to Local Representative. When the Employee is required to respond to a call-back during his duty period, he shall be paid for the time spent on the call-back in accordance with terms of this Article.

Should the workload of the duty Employee, during his duty period, require that an additional Employee be dispatched on a call-back, such additional help may be requested of the balance of the participating Employees and the Employee responding shall be paid for the time spent on the call in accordance with the terms of this Article.

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 13.

For overtime calls outside the primary travel time from home to job and from job to home (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.

For all overtime call-backs within the primary, travel time shall be paid within the primary only.

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

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 conditions shall be at premium pay at the L.R.'s rate for repair or maintenance work. Pay for all work performed on a holiday shall be in accordance with the provisions of Article 6. For an office which has no clerical assistance, the Local Representative shall be paid straight time for office work performed in overtime.

- 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 (8) consecutive hours between 6:00 A.M. and 6 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 6:00 A.M. or to 9:00 A.M. and consist of eight (8) hours and therefore the end of the regular work day will be 3:00 P.M. or 6:00 P.M. respectively

Maintenance Mechanics assigned to a starting time other than 8:00 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 - DESIGNATION OF HELPER'S WORK, QUALIFICATIONS & PRIVILEGES

- 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 job, except on jobs where two 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** A newly-hired Employee without previous mechanical experience shall be classified as a probationary Employee in the status of Probationary Helper for a period or periods totaling six (6) months within the aggregate period of not more than nine (9) months as per Article 2.01. He shall be at least eighteen (18) years of age, physically fit and possess a high school or its equivalent education. However, preference may be given to new hires that have successfully completed at least two years of community college in relevant technical courses. He must possess an Emergency Level First Aid Certificate and a C.P.R. Certificate.

The Joint Examining Committee has the Responsibility and Authority to ensure all applicants have the Communication Skills necessary to avoid unsafe working conditions for themselves and others.

The Employers and the Union shall have the privilege of testing the ability of a Probationary Employee during this six 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.

The probationary period may be worked with more than one Employer, and the period of six (6) months' probation may cover an aggregate period of not more than nine (9) months as per Article 2.01.

It is understood that probationary Employee as mentioned above may, during the probationary period, be discharged or laid off by the Employer at any time with or without cause, and no reason need be assigned therefore and no such discharge shall be construed as a grievance.

10.04 A Joint Examining Committee shall be appointed consisting of three (3) representatives from the Employers and three (3) from the Union. No Helper may qualify or be raised to the capacity of mechanic until he has worked for a period of four (4) years in the elevator industry and has passed an examination administered by the Joint Examining Committee.

- (a) Helper: upon completion of six (6) months in the Industry, to the satisfaction of the Employer and the Union, a Probationary Helper shall be classified as a Helper. He shall receive fifty-five percent (55%) of the Mechanics Rate. For further advancement in the Industry, he shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Committee.
- (b) Helper One: upon completion of twelve (12) months work in the Industry and successful completion of the courses mentioned in 10.04 (a) this Employee will be classified as Helper one (1). For further advancement in the Industry he shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Committee. He shall receive Sixty Percent (60%) of the Mechanics Rate and remain in this classification for a further twelve (12) months in the Industry.
- (c) Helper Two: upon completion of twenty four (24) months work in the Industry and successful completion of the courses mentioned in 10.04 (b) this Employee will be classified as a Helper Two (2). For further advancement in the Industry he shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Committee. He shall receive Seventy Percent (70%) of the Mechanics Rate and remain in this classification for a further twelve (12) months in the Industry.
- (d) Helper Three: upon completion of thirty-six (36) months work in the Industry and successful completion of the courses mentioned in 10.04 (c) this Employee will be classified as Helper Three (3). For further advancement in the Industry he shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Committee. He shall receive Eighty Percent (80%) of the Mechanics Rate and remain in this classification for a further twelve (12) months in the Industry.

Notwithstanding the above, an Employee who does not attend and successfully complete the courses as outlined in 10.04 (a), (b), (c), and (d) will revert to the Helper status as defined in 10.03.

Should he fail to qualify, an individual cannot again take the examination in less than one (1) year. Helpers may be assigned to work as a Temporary Mechanic based on Education Levels, as outlined above and experience where ever practical, and at the same scale of wages as a regular Mechanic.

- 10.05** An individual with one year's previous mechanical experience in the elevator industry may be hired as a probationary employee either as a Helper or be paid at the hourly rate for a Mechanic for a period of six (6) months at which time he shall be subject to an examination given by this Joint Examining Committee to qualify as a Mechanic.

If such employee does not pass the examination and qualify at the end of the six months; period, he shall be discharged on recommendation of the Examining Committee, unless his Employer elects to retain him as a Helper. At the discretion of the Examining Committee, he may be given another examination to qualify for Mechanic at the end of a further one (1) year period.

It is understood that probationary employees as mentioned above may, during the probationary period, be discharged or laid off by the Employer at any time with or without cause, and no reason need to be assigned therefore and no such discharge shall be construed as a grievance.

It is mutually agreed that the Helper Three (3) must avail himself to be tested as a Mechanic within Two (2) years of receiving Helper Three (3) status. Failure to write or successfully complete the Mechanics Exam (as administered by C.E.I.E.P.) after a second attempt, an employee's status will revert to the level of Helper.

- 10.06** Upon completion of his probationary period plus thirty (30) days of membership in the Union, whichever occurs first, a Helper 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 Education Program.

ARTICLE 10 (A) - INCREASE & REDUCTION OF THE WORK PLACE

- 10.01(A)** When the Employers work force is to be increased, the Employers agree to give preference of employment to unemployed members of the Union. The Employers have the right to reject any applicant referred to them by the Union; however, a claim that the Employers have unreasonably rejected an applicant for employment may be proper subject matter for grievance. The Employer shall not be obligated to hire a Union member previously discharged for just cause by the Employer concerned.

When the Employer's work force is to be increased, the Union will provide the Employer with a current list of unemployed members of the Union. The Employer shall hire the first Mechanic off the Union list and shall name hire the second required Mechanic off the Union List. The process shall continue until the Employer has attained the number of Mechanics necessary, regardless of the length of time between hires. This process shall be the same for the hiring of Helpers and the two classifications (Mechanic and Helper) shall be considered separate.

- 10.02(A)** When no Union members are unemployed, the Employer shall hire new employees from an open list established by Employers and Union, of individuals who have apparent potential for training in the elevator industry. In the event that no such individuals are available, the Employer may obtain applicants from any other available source provided such applicants meet the requirements of Articles 3 and 10 of this Agreement.

The Employer has the right to reject any applicant referred to him by the Union; however, a claim that the Employer has unreasonably rejected such an applicant may be the proper subject matter of a grievance.

- 10.03 (A)** In the event that a lack of work requires a reduction in the number of Helpers in the employ of the Employer, Helpers will be laid off in the following order (without regard to seniority):
1. Probationary Helpers
 2. Helpers
 3. Helper one (1)
 4. Helper two (2)
 5. Helper three (3)

ARTICLE 11 - WEEKLY PAY

- 11.01** It is agreed that all Employees covered by this Agreement shall be paid weekly by cheque or bank deposit, except that those who were paid by cheque as of November 30th 2013 may continue to be paid in that manner.

ARTICLE 12 - CHECK OFF OF UNION DUES

- 12.01** As soon as administratively feasible the Employer shall develop and implement procedures whereby the Employer will deduct dues from each Employee and remit to the Union as required by Part III, Section 68 (1) of the Labour Relations Act of Manitoba.

ARTICLE 13 - TRAVELLING EXPENSES & TRANSPORTATION

- 13.01** **Living Expenses** - When men are sent outside of the Primary Jurisdiction, where expenses apply, such expenses, shall be paid at the rate of up to Seventy Dollars

(\$70.00) per man, per working day, for all days worked, to cover room, board, laundry and incidental expenses, within a zone of 65 miles from Portage and Main.

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 (5) day week, the expense rate shall be 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 companies agree 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 companies reserve the right to pay only the costs involved.

It is agreed that when Elevator Constructor Mechanics and Elevator Constructor Helpers are sent outside of the jurisdictional radius covered in this Agreement, travelling time will be paid at single time rate for the actual hours traveled, except as laid out in other Articles of this Agreement. Expenses incurred during trip to be paid for by the Employers.

Where work is to be performed outside of the Jurisdictional Territory as defined in Article 16, a Mechanic and Helper shall be sent to a maximum distance of Three Hundred (300) miles and in the event that a Helper is not available to accompany a Mechanic, the Union will permit local Helpers to be employed. For any distance greater than Three Hundred (300) miles, the Manufacturer may, at his discretion, send a Helper with a Mechanic.

Nothing in the foregoing paragraph is to be construed as meaning that the Jurisdictional Radius of this Local has been extended to a maximum distance of Three Hundred (300) miles.

If the jobsite is more than Three Hundred (300) miles from the Employee's home, one return fare will be paid to the Employee after sixty (60) calendar days, for jobs that are longer than ninety (90) calendar days.

13.02 Transportation - The method of transportation from job to job during regular working hours, overtime hours, or travelling time authorized by the Employer shall be that for which the Employer will accept responsibility and give monetary recognition.

It is agreed that when men use their own vehicles for transportation as outlined above, they shall receive expenses as per the applicable Revenue Canada Guidelines and Regulations. 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 restriction on the use of company owned or leased maintenance vehicles. The Employer shall assume the cost of the differences between the Employee's own all-purpose insurance and necessary business insurance.

13.03 In campsite jobs where commercial accommodations are not available, the Employee shall be accommodated in Foreman's quarters, where possible. Out-of-Pocket expenses shall be discussed between the Superintendent and Business Representative. Arrangements must be made at least one (1) week before.

13.04 **Review Provisions** - It is agreed that the monetary provisions of this Article may be reviewed annually. On receipt of notice of party requesting such review, the Joint Labour Committee shall meet within sixty (60) days to consider such request.

13.05 An employee assigned to work out of town on construction, modernization, and scheduled repairs, will be provided with reasonable advance expense not to exceed two (2) weeks, upon request.

ARTICLE 14 - STRIKES AND LOCKOUTS

14.01 Strikes and lockouts are prohibited during the life of this Agreement in accordance with the provisions of the governing Labour Legislation.

ARTICLE 15 - ARBITRATION

15.01 All differences and disputes regarding the application and construction of this Agreement shall be settled locally between the Union and the Employer. In the event the matter cannot be settled, 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.

15.02 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 of three (3) days thereafter, the Joint Industry Committee shall submit the unresolved difference or dispute to an Impartial Arbitrator.

15.03 It is agreed that the Employers and the Union may mutually agree to a permanent Impartial Arbitrator or a panel of Impartial Arbitrators for resolution of

differences or disputes. It is agreed that the Employers and the Union 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.

15.04 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 of the provisions of this Agreement.

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

ARTICLE 16 - JURISDICTIONAL TERRITORY & TRAVEL ZONES

16.01 Primary Jurisdiction - The Primary Jurisdiction of Local 102, Winnipeg, relative to wage scale and working conditions in which the men will travel in their own time, shall include the territory within the area bounded by the Perimeter Highway.

Anything over one bus fare, each way, will be paid by the employer, and it is distinctly understood that the members of Local 102 will work eight (8) hours on the job.

16.02 Secondary Jurisdiction -

1. The Secondary Jurisdiction of Local 102, relative to the City of Winnipeg, shall be a sixty-five (65) mile radius from Portage and Main.
2. Travel Zones and times within the Secondary Jurisdiction shall be as follows:
 - (i) From the Primary to a fifteen (15) mile radius - $\frac{1}{4}$ hour travelling time each way.
 - (ii) From the fifteen (15) mile radius to a twenty (20) mile radius - $\frac{1}{2}$ hour travelling time each way.
 - (iii) From the twenty (20) mile radius to a twenty-five (25) mile radius - $\frac{3}{4}$ hour travelling time each way.
 - (iv) From the twenty-five (25) mile radius to a thirty (30) mile radius - 1 hour travelling time each way.
3. It is agreed that Local 102 of the City of Winnipeg has jurisdiction over men now resident in the City of Saskatoon, Regina, Thunder Bay, Brandon and all men who may be permanently stationed in these areas during the life of this Agreement, and that these men shall have local preference whenever possible on any work covered in this Agreement. This recognizes fully the jurisdictional rights of these members and they must become members of Local 102.
4. **The Primary Travel Zone** - The Primary Travelling Time Zones for men resident in the Cities of Regina, Saskatoon, Thunder Bay, Brandon relative to wage scale and working conditions in which the men will travel in their

own time shall include the territory within a ten (10) mile radius from the respective points of radius for each City. Anything over one bus fare, each way, will be paid by the Employer, and it is distinctly understood that the members of Local 102 will work eight (8) hours on the job.

Points of Radius:

Regina shall be Regina City Hall

Saskatoon shall be Saskatoon City Hall

Thunder Bay shall be the Sports Stadium

Brandon shall be the Brandon City Hall

The Secondary Travel Zone - The Secondary Travel Zone of Local 102, relative to the cities of Regina, Saskatoon, Thunder Bay and Brandon, shall be that area within a sixty-five (65) mile radius of the respective cities.

Travel Zones and times within the secondary shall be:

- (i) From the Primary to a fifteen (15) mile radius - $\frac{1}{4}$ hour travelling time each way.
- (ii) From the fifteen (15) mile radius to a twenty (20) mile radius - $\frac{1}{2}$ hour travelling time each way.
- (iii) From the twenty (20) mile radius to a twenty-five (25) mile radius - $\frac{3}{4}$ hour travelling time each way.
- (iv) From the twenty-five (25) mile radius to a thirty (30) mile radius - 1 hour travelling time each way.

16.03 The Employers agree to give preference of employment to members of Local 102 for all work in the above mentioned primary and secondary Travel Zones.

If Local 102 are unable to provide qualified Employees within three (3) working days, the Employers retain the right to obtain manpower from any other available source, provided that these Employees are members in good standing of the International Union of Elevator Constructors in Canada.

Provisions for hiring and employment of Probationary Helpers is covered by other Article of this Agreement.

ARTICLE 17 - WELFARE PLAN

17.01 The Welfare Plan covering life insurance, sickness and accident benefits 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.

17.02 The Welfare Plan shall be financed by contributions by the Employer 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 Employer Contribution Schedule contained herein. The Union agrees that each Elevator Constructor Mechanic and Helper shall continue to pay and

contribute the applicable hourly contribution for each hour of work in accordance with the Employee Contribution Schedule contained herein. 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.

EMPLOYER CONTRIBUTION SCHEDULE

\$1.18 Per Hour Worked

EMPLOYEE CONTRIBUTION SCHEDULE

\$1.68 Per Hour Worked

All contributions required by this Article shall be remitted by the Employer at the office of the Administrator no later than the 15th day of the month following the cutoff date.

The cutoff dates for each month shall be the week endings as advised by the Administrator.

17.03 Provided that, if after the effective date of this Agreement, the Employer or Employee contributions to the Welfare Plan, or any part thereof are deemed by the Trustees of such Plan, 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 reallocated to the Pension Plan as an Employer or Employee contribution thereunder.

17.04 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 (6) months 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.
- (iii) Effective November 1, 2008, any new hires and members working towards 900 hours of contributions (Employer and Employee) will be eligible for Health and dental coverage. Once the member completes the required 900 hours of contribution, the member will be eligible for full welfare coverage.

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

ARTICLE 18 - PENSION PLAN

18.01 The parties to this Agreement are agreed upon a Pension Trust to be administered by a board of six (6) Trustees, three (3) appointed by the Canadian Elevator Manufacturers and three (3) appointed by the International Union of Elevator

Constructors. The Pension Trust Fund shall be known as the “Canadian Elevator Industry Pension Plan”, and shall provide pension benefits for Elevator Constructor Mechanics and Helpers.

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

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

EMPLOYER CONTRIBUTION SCHEDULE

\$2.25 Per Hour Worked

EMPLOYEE CONTRIBUTION SCHEDULE

\$3.71 Per Hour Worked

All contributions required by this Article shall be remitted by the Employer at the office of the Administrator no later than the 15th day of the month following the cutoff date.

The cutoff date for each month shall be the week endings as advised by the Administrator.

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

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

18.06 All contributions required by this Article shall be remitted by the Employer at the office of the Administrator no later than the 15th day of the month following the cutoff date:

The cutoff date for each month shall be the week ending as advised by the administrator.

- 18.07** The Union reserves the right to increase amounts of contributions to the funds from wages.

ARTICLE 19 - EDUCATIONAL FUND

- 19.01** The Parties to this Agreement do hereby agree to maintain an Educational Trust fund to be administered by a Board of six (6) Trustees; three (3) appointed by the Canadian Elevator Manufacturers 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 Constructors Mechanics and Helpers.
- 19.02** The Board of Trustees shall have full authority and discretion to adopt an Agreement and Declaration of Trust and an educational and training program which shall become part of this Agreement and binding on all Parties signatory to this Agreement.
- 19.03** The “Canadian Elevator Industry Educational Program” shall be financed by contributions by the Employer(s) and Employees as herein provided. Payment of said contributions shall be in accordance with the Contribution Schedule contained herein and in accordance with the terms and the Declaration of Trust adopted by the Board of Trustees.

EMPLOYER CONTRIBUTION SCHEDULE PER HOUR WORKED

\$0.31 Per Hour Worked

EMPLOYEE CONTRIBUTION SCHEDULE PER HOUR WORKED

\$0.225 Per Hour Worked

All contributions required by this Article shall be remitted by the Employer at the office of the Administrator no later than the 15th day of the month following the cutoff date.

The cutoff dates for each month shall be the week endings as advised by the Administrator.

- 19.04** The Union reserves the right to increase contributions from wages.

ARTICLE 20 - REPORTING TIME

- 20.01** Whenever an Employee reports to work on a construction, service or maintenance job on request of the Employer and there is not work available, except for reasons beyond the control of the Employer, the Employee shall receive two hours' pay at straight time rates.

ARTICLE 21 - PAYMENTS 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	\$50.00
Other Clothing	\$60.00
Tools	\$600.00

An affidavit must be submitted to the Union and the Employer by the Employee claiming the loss.

- 21.02** Employer to provide prescription safety glasses: \$100.00 every two (2) years.

ARTICLE 22 - SCOPE AND TERMS OF AGREEMENT

- 22.01** This Agreement shall be binding upon the Employers and the Union. The Union shall not throughout its by-laws, constitutions or otherwise, change any of the Articles or intent of this Agreement, nor shall the Employers make any rules or issue any instructions that are contrary to this Agreement, or the intent of this Agreement.
- 22.02** 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 charge or addition thereto.

ARTICLE 23 - TERM OF AGREEMENT

- 23.01** Term of Agreement to be December 1, 2013 and shall continue in effect until November 30, 2016.

ARTICLE 24 - SPECIAL CONDITIONS

24.01 It is agreed between the Employers and the Union that for the benefit of the entire Elevator Industry, it is permissible for the Union to negotiate special conditions with the Employers for the following classes or work, except that the Agreement may not be changed:

- (a) Modernization Work
- (b) General Repairs
- (c) Maintenance Work
- (d) Construction Work

Special conditions include but are not restricted to such items as: Shift Work, Working Hours on Repairs, Maintenance Work, Modernization and Construction Work.

These special conditions shall be determined by a Joint Industry Committee consisting of three (3) representatives from the Union of which one may be an International Representative and three (3) representatives from the Employers and their decision shall be binding on both parties.

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

ARTICLE 25 – BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family, the employee upon request will be excused for up to two (2) working days immediately following the death. On these working days, the employee will be paid eight (8) hours per day at his current rate, including benefits. Immediate family is defined as current spouse, parent, grandparent, parent of current spouse, grandparent of current spouse, child, brother or sister.

ARTICLE 26 - INDUSTRY FUND (EMPLOYERS' ORGANIZATION DUES)

(In this article Employers' Organization is the National Elevator and Escalator Association)

In satisfaction of the Employers' obligations under this collective agreement, each Employer shall pay to the National Elevator and Escalator Association the hourly dues levied by the Association. The rate of dues levied by the Association as of the effective date of this collective agreement shall be fifteen cents (15¢) per hour for each and every hour worked by employees of the employer that are affected by this collective agreement. In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to this article of this collective agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this collective agreement, by the Association against the subject Employer.

If the Employer does not submit as required above, an interest charge of 15% per annum will be charged for any unpaid amount. Such interest charge to be calculated from the due date and continuing until the indebtedness is satisfied. Should expense be incurred for legal or other action required to obtain the assessments or interest due, the Employer shall be liable for any such expense.

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

Signed this 22 day of November 2013.

NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION

N.E.E.A.

KONE INC.

OTIS CANADA

THYSSENKRUPP ELEVATOR

**INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL 102
WINNIPEG, MANITOBA**

D. CANN

D. McDOUGALL

T. BOYKO

P.FARGHER

**ON BEHALF OF THE INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS**

W. SIMS

J. BIAGINI

APPENDIX “A”

JOINT INDUSTRY COMMITTEE DECISION (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 and Position Indicator Fixtures, etc.

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

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

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

“E. M. Tuff”
“E. Horn”
“K. Hawley”

**UNION
REPRESENTATIVES**

**C.E.M.A.
REPRESENTATIVES**

JOINT INDUSTRY COMMITTEE DECISION
TORONTO, ONTARIO, FEBRUARY 25TH & 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 Manufacturer's field forces.

- B. Rivnuts or similar fastenings, if used, for securing the door clutch assembly base plate directly to the door panel, shall be fixed to the door panel in the field. Holes for these fastenings to be provided at the manufacturer's decision.
- 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 Industry Education Program, in the amount of six hundred dollars (\$600.00), total compensation for all of the said entrances shipped from the plant is hereby acknowledge provided such changes in fabrication as contained herein, will be effected on or about April 15, 1971.

The Agreement effective February 15, 1971.

"E.M. Tuff" "L. Moore"
"K. Hawley" "C. Moffat"
"S. Hunt" "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.

(initialed by seven persons)

APPENDIX “B”

JOINT INDUSTRY COMMITTEE DECISION

(U.S.A.)

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 or 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 has 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 jobsite, predrilled 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 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 system 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, Para. 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 Westinghouse Type "E" and other similar car door operators shall have the external wiring to the motor and the door or gate contact installed in the field by Elevator Constructors.

11. Wood Flooring

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

12. Door Operators

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

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

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

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

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

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

Operators may be shipped as per 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 500-591A, 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 or Block Beams to Machine Beams

(General Elevator Company of Baltimore)

The Joint Industry Committee finds that the 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 Leveling Switches

Dover Leveling Switches, as they are not 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 Exist Switches (Otis)

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

20. At the 1954 meeting of the International Executive Board and the 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 1,000 lbs.

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

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

Ejector unit must be shipped separately.

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

APPENDIX “C”

WAGE RATES

	<u>Dec. 7/13</u>	<u>Dec.1/14</u>	<u>Dec.1/15</u>
Mechanic	\$42.71	\$44.20	\$45.61
Vacation (12%)	5.13	5.30	5.47
Pension Plan	2.25	2.25	2.25
Welfare Plan	1.18	1.18	1.18
Education Plan	0.31	0.31	0.31
Total Package	\$51.58	\$53.24	\$54.82

Probationary	50%	\$21.36	\$22.10	\$22.81
Helper	55%	23.49	24.31	25.09
Helper 1	60%	25.63	26.52	27.37
Helper 2	70%	29.90	30.94	31.93
Helper 3	80%	34.17	35.36	36.49
Mechanic	112 ½%	48.05	49.73	51.31
In-charge				
(Adjustor)				

LETTER OF UNDERSTANDING

DECEMBER 13, 1988

International Union Elevator Constructors
Local 102, Winnipeg, Manitoba

In conjunction with the Collective Agreement between Local 102 of the I.U.E.C. and the National Elevator and Escalator Association, concluded On September 14, 1982, the employers will:

- a) Pay to the Union an amount of one dollar and fifty cents (\$1.50) Per foot for all holes for hydraulic elevators drilled by other than Elevator Constructors.
- b) Use their purchasing facilities to assist Employees in the purchase of metric tools where required for the performance of their work.
- c) Reimburse Employees for an evening meal when unscheduled overtime work is required for more than two hours beyond regular working hours, in an amount equal to fifty per cent (50%) of Mechanics' hourly wage rate.
- d) Provide coveralls for Employees engaged in exceptionally dirty work as follows:
 - 1. Removal of old equipment.
 - 2. Cleaning down hoistways.
 - 3. Cleaning escalators
- e) Provide the Union with forecasts of future volume of work through the Joint Industry Committee.
- f) Pay an injured employee for the remainder of the regular working day from the time the injury occurs and the time lost by any other employee in rendering assistance to the injured employee at their regular hourly rate.
- g) Make Company education classes available to all employees, whose current work assignment is involved with the content of the educational class on a voluntary basis, and such classes will be scheduled so as not to conflict with any C.E.I.E.P. classes applicable to the employees concerned.

"A. Reistetter, Chairman
Employers Negotiating Committee"

LETTER OF UNDERSTANDING

December 13, 1988

Notwithstanding Article 9.10, a maintenance mechanic who is assigned to a starting time other than 8:00 a.m. may request to have his starting time changed for personal reasons. The request must be made with one week's notice and the mechanic must be on the other than 8:00 a.m. start time for the required minimum two weeks.

The Employer will not unreasonably withhold such request provided the Employers remaining mechanics are able to cover the other than 8:00 a.m. start time.

A. Reistetter
Employers Negotiating Committee

LETTER OF UNDERSTANDING

November 30, 2010

In recognition of the Federal Government's Employment Equity Program, Employers in cooperation with the Union, affirm their intent to further aims of Employment Equity in the workplace. If necessary, appropriate Amendments to the Collective Agreement will be negotiated to achieve compliance with any Federal Employment Equity Legislation.

A. Reistetter
Employers Negotiating Committee

Darren Vryenhoek
Union Negotiating Committee

LETTER OF UNDERSTANDING

November 22, 2013

This confirms the understanding reached by the parties, although not forming part of the Collective Agreement, that employees on direct deposit will have their pay stubs mailed to their home address that the employee has supplied to the employer or the paystub will be distributed by the employer through the local offices.

A. Reistetter
Employers Negotiating Committee

Doug Cann
Union Negotiating Committee