

**NEEA
STANDARD
MAINTENANCE AND SERVICE
AGREEMENT**

For



**LOCAL 82
INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS**

**BRITISH COLUMBIA
And the
YUKON TERRITORY
2014-2018**

Whenever any words are used in this Agreement in the masculine gender they shall be construed as though they are also used in the feminine gender or neutral gender in all situations where they would so apply.

Whenever the term Helper's are used in this Agreement the term Helper's shall be followed by the phrase, "and apprentice(s)".

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PREAMBLE TO:

MAINTENANCE AND SERVICE AGREEMENT

THIS AGREEMENT IS EFFECTIVE FROM THE FIRST DAY OF AUGUST, 2014

BY AND BETWEEN:

**NATIONAL ELEVATOR AND
ESCALATOR ASSOCIATION**

ON BEHALF OF EACH OF ITS MEMBERS AS OUTLINED UNDER APPENDIX "D", HEREOF, OR FUTURE MEMBERS WHO HAVE, OR WILL AUTHORIZE SUCH ASSOCIATION TO NEGOTIATE AND CONCLUDE A COLLECTIVE AGREEMENT ON THEIR BEHALF AND SUCH MEMBERS SHALL BE,

Hereinafter referred to as

"THE EMPLOYER"

AND:

**INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS, LOCAL 82**

Hereinafter referred to as the

"THE UNION"

For the purpose of establishing harmonious relations and facilitating peaceful adjustment of wage schedules and working conditions in the Province of British Columbia and Yukon Territory.

Article 1

PARTIES TO THE AGREEMENT

The NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION is authorized and empowered to negotiate and execute this Agreement on behalf of the Employers, i.e. Kone Inc., Otis Canada Inc., Schindler Elevator Corporation. and ThyssenKrupp Elevator.

THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL 82 is authorized and empowered to negotiate and execute this Agreement on behalf of the Employees of said Employers in the Province of British Columbia and Yukon Territory.

Article 2

RECOGNITION CLAUSE

Par. 1 The Employer recognizes the Union as the exclusive bargaining representative for all Elevator Constructor Mechanics and Elevator Constructor Helpers in the employ of the Employer engaged in the modernization installation, repair, maintenance and servicing in the Province of British Columbia and the Yukon Territory of all equipment referred to in Article 4, Par. 2 and Article 4(A). No construction work shall be performed under this Agreement.

Par. 2 The Union recognizes that it is the responsibility of the Employer, in the interest of the purchaser, the Employer and their Employees, to maintain the highest degree of operating efficiency and to continue technical development to obtain better quality, reliability and the cost of its product, provided, 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.

Par. 3 Without limiting the generality of the foregoing, and subject to the other provisions of this Agreement, the Employer 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,
- (d) It is agreed and understood that no Mechanic will be assigned to a Helper's rate of pay.

Article 3

MEMBERSHIP REQUIREMENTS

Par. 1 An Elevator Constructor Mechanic or an Elevator Constructor Helper covered by this Agreement shall, as a condition of employment, obtain and maintain membership in Local 82 of the I.U.E.C. 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 the Union upon receipt of a written request for such termination from the Union.

Par. 2 For purposes of this Agreement, membership in the Union shall be in one of the following categories: a clearance card for a member of another Local of the International Union of Elevator Constructors; a probationary member; or a full member.

Par. 3 The Union shall not except on reasonable grounds, withhold a permit from an Employee whom it is unwilling to admit to full membership in the Union.

Par. 4 The Union shall not, except on reasonable grounds, withhold full membership in the Union from an Employee who applies for such full membership, and who has more than six (6) months employment in the industry.

Par. 5 Subject to reasonable notice given to the Contractor, it shall not be a violation of this Agreement for the Union to withdraw its members from a jobsite or sites for:

- (a) Rendering assistance to Labour Organizations.
- (b) Refusal on the part of Union members to work with non-union workers.
- (c) Refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trades Councils; or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer.

Article 4

WORK JURISDICTION

Par. 1 It is agreed by the parties to this Agreement that all work specified in Article 4 shall be performed exclusively by Elevator Constructor Mechanics and Elevator Constructor Helpers in the employ of the Employer.

Par. 2

- (a) The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructors,

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 forklift 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 5 (a).

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 Employer shall contact the Union's Business Representative to make appropriate arrangements for the handling and unloading of such equipment.

- (b) 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.
- (c) It is understood and agreed that the pre-assembly 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.

- (d) 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.
- (e) The erecting of guide rails including installation of all brackets to attach the rails to the building structure.
- (f) 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.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.

- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing, and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of all temporary and uncompleted cars.
- (s) The setting of all elevator pressure, open or pit tanks.
- (t) 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.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.

Par. 3

(a) Nothing contained in Article 4, shall preclude the Employer from preassembling and prefabricating the following:

1. Temporary elevators
2. Residence elevators
3. Cartveyors
4. Dumbwaiters
5. Dock elevators
6. Parking garage elevators (such as Bowser, Pigeon Hole or similar types of elevators).
7. Handicap Lifts (as defined in the applicable C.S.A. Codes or subsequent codes).
8. Freight Platform Lifts (as defined in the applicable C.S.A. Codes or subsequent codes).

A temporary elevator is defined as a non-permanent elevator installed prior to or during construction work inside or outside of 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.

9.

- (a) Preamsembled 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).

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 connecting 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.

- (b) It is understood and agreed that the preassembly and/ or prefabrication of electric walks, travelators, speed ramps or similar type of moving walks (limited to fifteen (15) degrees 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.
 - 4. 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.

Par. 4

- (a) Where heavy material is to be hoisted or lowered outside of the structure, a derrick or crane can be used under the supervision of Elevator Constructors in the employ of the Employer. Heavy material under subparagraph (2) 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).
- (b) All other material is to be hoisted or lowered by Elevator Constructors without the use of a derrick or crane, however, personnel and material hoists can be used.

Par. 5 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.

Par. 6 Where Elevator Constructor Mechanics are not available to lay car floor covering, it is agreed that the Employer may employ others to do this work.

Par. 7 Inserts and/or bond blocks are to be set by Elevator Constructor Mechanics in the primary jurisdiction of Local Unions. Inserts may be set by others outside the primary jurisdiction of the Union where a full days' work cannot be provided.

Par. 8 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 restriction shall be imposed on their use.

Par.9

- (a) A Joint Industry Committee of six (6) members, shall be established by a joint resolution to be adopted not later than January 1, 1975 and shall be continued for the term of this Agreement. Three (3) members, resident in British Columbia shall be designated by the Union and three (3) members resident in British Columbia 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 established hereunder to be made in the future, will be annexed to this Agreement as Appendix "A" and will be an integral part thereof.

- (b) 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 Employer or the Union to the Joint Industry Committee. Within seven (7) calendar days after such submission the Joint Committee shall meet. If within five (5) calendar days thereafter, the Committee is unable to reach a decision or is deadlocked, then either the Employer or the Union may submit the question or dispute to the National Joint Industry Committee as provided for in Par. 10 of this Article.
- (c) While any question or dispute pertaining to Article 4 or Article 4 (A) is being processed, the Employer, where possible, shall assign the Employees work other than the work in dispute. Where a determination is made by the Employer that the Employees are to continue to be assigned work in a 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.

- (d) 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.
- (e) Where there has been a binding decision of the Joint Industry Committee or an award of an Arbitrator, and the Employer involved therein or any other Employer at some future date and under the same factual situation fails to comply with such a decision or award, then the above Committee of two (2) representatives shall promptly visit the site of the dispute to determine whether the same factual situation exists and whether the Employer is failing to comply. The unanimous decision of the Committee shall be binding on the parties. If there is no agreement by the Committee, then the matter shall be subject to the grievance and arbitration procedures of this Article, pending final resolution, the provisions of sub-paragraph (c) shall apply.

Par. 10 The National Joint Industry Committee shall within thirty (30) calendar days attempt to resolve the dispute. If they cannot agree or are deadlocked, they then refer it back to the Employer and the Union. Either party can submit the question or dispute to an Impartial Arbitrator as provided for in Par. 11 of this Article.

Par. 11

- (a) The parties shall mutually agree on a permanent Impartial Arbitrator, resident in British Columbia or panel of permanent Impartial Arbitrators resident in British Columbia 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.
- (b) The decision of the Impartial Arbitrator shall be final and binding upon all parties and their expenses shall be borne equally by both parties.
- (c) The Impartial Arbitrator must promptly hold a hearing and must within ten (10) working days after the hearing render a written decision.
- (d) 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

Par. 1 Systems Building, Systems modular, industrialized or similar structures are those whose super-structures and components are preassembled 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 Union and the Employer. It is understood that if members of another Local of the Union perform part of such work at an assembly site remote from the permanent job site, members of the Union 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.

Par. 2 The work to be done by Elevator Constructors is as follows:

- (a) The installation and assembly of all machine room equipment whether overhead or below on prefabricated machine room floors.

- (b) Assemble car frames and cabs complete with door operating equipment, control, signal and operating devices.
- (c) Connect electric travelling cables to either car, controller or halfway junction box. The connections to be prepared and/or made at both ends at assembly site.
- (d) Shackle hoist, compensating and governor cables and pre-connect to car or counterweight hitches.
- (e) The setting of templates.
- (f) 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.
- (g) All foundations, either of wood or metal, that should take the place of masonry.
- (h) The installation and aligning of guide rails in hoistway modules.
- (i) Erect and assemble doors, hangers, tracks, door locks or locking devices for opening or closing and all related equipment.
- (j) Install corridor side operating and signal devices.
- (k) Install hoistway wiring.
- (l) Install all elevator equipment and devices in hoistway and hoistway modules, including governor rope tension sheaves, control equipment, buffers and supports.

- (m) The operating of temporary elevators and uncompleted elevators.
- (n) The installations and aligning of all pistons and cylinders on hydraulic elevators.

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

Par. 3 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 4 (B)

TECHNOLOGICAL CHANGE

Par. 1 This Article is not intended to affect any of the obligations imposed on either party by Articles 4 and 4 (A), dealing with Work Jurisdiction.

Par. 2 Where an Employer intends to introduce a change in its work, undertaking or business, or a change in equipment or material from that previously used by that Employer in its work, undertaking or business, or where that Employer changes the manner in which it carries on its work, undertaking or business by the introduction of equipment or material different from that previously used, no strike, slowdown or stoppage of work shall occur, and any disputes concerning adjustments to such changes are to be settled in accordance with the provisions of this Article.

Par. 3 Where it is anticipated that any such change shall significantly affect the terms and conditions or security

of employment of a significant number of Employees to whom this collective agreement applies, the Employer shall give the Union ninety (90) days' notice in writing with full particulars of the intended change.

Par. 4 Where the change is a change described in either Par. 2 or Par. 3 above and requires the re-training of any Employees of the Employer to attain the knowledge and skills necessary to handle, erect, install, maintain, repair, operate or adjust such new equipment or material, then the Employer and the Union will designate the number of Employees who require such training and the Employer will provide such training on the job site or on a simulated job site during regular working hours. The Employees so designated will attend such training programs and be paid at straight time rates and be reimbursed for expenses necessarily incurred in attending such programs. The Employer shall provide such training programs at its expense.

Par. 5 Where the intended change(s) under Par. 3 or Par. 4, above is such that training or retraining is inappropriate, and/ or where the introduction of the intended change(s) would solely and directly result in the displacement of an Employee, of the Employer who introduced the change(s), the said Employee, if they are unable to obtain regular employment within the Elevator Industry in British Columbia within sixty (60) days of their termination by the Employer, shall receive severance pay from the Employer from whose employment they were displaced. The amount of the severance pay will be equal to one (1) week's wages for each completed year in which the said Employee has worked in the Elevator Industry in British Columbia. The method of payment will be at the discretion of the Employer.

Par. 6 It is understood and agreed that the entitlement to severance pay relates only to displacement of an Employee directly resulting from the introduction of a change(s) wholly within the control of the Employer and that no entitlement to severance pay arises by virtue of any normal layoff or suspension of work resulting from factors not directly related to the change(s) introduced by the Employer and over which the Employer has sole and effective control.

Par. 7 Any dispute arising from the provisions of this Clause is subject to the grievance and arbitration procedures set out in Article 13.

Par. 8 Before the expiration of this Agreement, the Joint Industry Committee will meet and discuss the operation of this Article for the purpose of evaluating the total number of man hours lost, if any, as a result of technological change during the life of this Agreement.

Article 5 - WAGES

Par. 1

- (a) The hourly wage rates for Mechanics, Helpers, Probationary Helpers and Temporary Mechanics, shall be adjusted on each of the following dates:

	August 1, 2014	May 1, 2015	May 1, 2016	May 1, 2017
Mechanic	52.29	53.87	55.45	57.03
112.5%	58.83	60.60	62.38	64.16
115%	60.13	61.95	63.77	65.58
117%	61.18	63.03	64.88	66.73
50% Helper	26.15	26.94	27.73	28.52
55% Helper	28.76	29.63	30.50	31.37
60% Helper	31.37	32.32	33.27	34.22
70% Helper	36.60	37.71	38.82	39.92
75% Helper	39.22	40.40	41.59	42.77
80% Helper	41.83	43.10	44.36	45.62

- b) Effective July 27, 1988, Mechanics shall receive a tool allowance of ten cents (\$0.10) per hour.

Par. 2

1. The hourly wage rate for a Probationary Helper for six (6) months worked shall be 50% of the Mechanic's rate.

2. The hourly wage rate for a Helper after six (6) months worked shall be 55% of the Mechanic's rate.
3. The hourly wage rate for a Helper after having worked and successfully completed the first year of school shall be 70% of the Mechanic's rate.
4. The hourly wage rate for a Helper after having worked and successfully completed the second year of school shall be 75% of the Mechanic's rate.
5. The hourly wage rate for a Helper after having worked and successfully completed the third year of school shall be 80% of the Mechanic's rate.
6. The hourly wage rate for a T.M. shall be 100% of the Mechanic's rate. It is agreed that at the effective date of this Agreement, no Helper shall receive less than their existing percentage.

Par. 3 Mechanic-in-charge rate shall equal 112.5% of the Mechanic's rate when the Mechanic is in charge of four (4) or more Employees and 115% of the Mechanic's rate when the Mechanic is in charge of ten (10) or more Employees and 117% of the Mechanic's rate when the Mechanic is in charge of twenty (20) or more Employees. (The above ratios include the Mechanic-in-charge).

Par. 4 Local Representative's rate shall equal 112.5% of the Mechanic's rate.

Par. 5 The hourly rate for an Adjuster shall be 112.5% of the Mechanic's rate.

Par. 6 Wage rates as established by the provision of this Article shall apply to all Mechanics and Helpers engaged in

Repair, Modernization and Contract Service Work as defined in and covered by this Agreement.

Par. 7 On industrial projects, Employees required to work underground shall receive prevailing rates plus ten percent (10%), this clause shall not apply to work performed within basements of buildings, or open ditches.

Article 6

HOLIDAYS/VACATIONS

Par. 1 The following are recognized by this Agreement as being Holidays:

New Years Day	B.C. Day
Family Day	*Friday before Labour Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
*Friday before B.C.	Day Boxing Day

*In lieu of Heritage Day, Friday before B.C. Day and Friday before Labour Day, two (2) floating holidays will be recognized to be scheduled by mutual agreement between the Employer and the Employees.

Par. 2 When a holiday falls on a Saturday or Sunday it shall be observed on the next normal work day(s) following the holiday. No work except emergency work shall be performed on any holiday. However, any work which is performed on a holiday, shall be paid at applicable overtime rates.

Par. 3 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 vacation pay credit shall be paid each week and shall be itemized on their earnings statement. Employees shall be permitted to proceed on vacation at such time as is suitable to both parties and all Employees will avail themselves of a minimum of a total of three (3) weeks vacation. The vacation year shall begin January 1st in each year and shall end on December 31st. For purposes of clarification the following will be excluded when calculating holiday pay:

Employer contributions to Welfare, Pension and Education Plans.

Par. 4 The provisions of this Article shall apply to all Elevator Constructor Mechanics and Elevator Constructor Helpers engaged in Repair, Modernization and Contract Service Work as defined and covered in this Agreement.

Article 7

REPAIR WORK

Par. 1 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 Elevator Constructor Helpers.

Par. 2 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
- Repair to cab or car gate
- Renewal of motor bearings
- Replacement of thrusts
- Restoring 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
- Rewiring car switches, governors and selectors or any other apparatus in the car
- Refastening or re-aligning guide rails

- Replacing or repairing car floors (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 oil apparatus and/or the installation of any apparatus that may be developed in the elevator industry during the life of this Agreement

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 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 repair work.

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

Par. 3 An Employer may assign an Elevator Constructor Mechanic 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 concerns 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.

Par. 4 When Employees who are employed on Contract Service work perform any of the work listed above during hours other than 6:00 a.m. and 6:00 p.m., Monday to Friday, inclusive, it shall be paid for at double the rate of single time.

Par. 5 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 Contract Service work.

Par. 6 It is agreed that the regular working day shall consist of eight (8) consecutive hours, excluding meal breaks, between 6:00 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 8

CONTRACT SERVICE (MAINTENANCE)

Par. 1 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. Contract Service work shall be exclusively performed by Elevator Constructor Mechanics and Elevator Constructor Helpers.

Par. 2

- (a) 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, they shall be employed on cleaning, oiling, painting and greasing work only. The word "district" means the regular contract service route of the Mechanic or Mechanics to whom the Helper has been assigned that day.
- (b) 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 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.

Par. 3 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. 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 their 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 callback extends beyond 6:30 p.m., they shall receive travel time and travel expenses home.

Par. 4 Call-backs or work performed on a Sunday or a holiday and after the hours of 12:01 a.m. to 8:00 a.m. shall be classed as overtime and be paid for at double the rate of single time. All other time worked before 12:01 a.m. or after 5:00 p.m. shall be at the rate of time and one-half.

Par. 5 Local Representative: They will be guaranteed a minimum of forty (40) hours per week, between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday, inclusive. Physical hours worked under any overtime conditions shall be at a premium pay at the Local Representatives rate for repair or Contract Service. Pay for all work performed on a holiday shall be in accordance with the provision of Article 6. The Local Representative will receive six (6) hours pay at straight time rates, for standby on Christmas Day and New Years Day only.

For an office, which has no clerical assistance, the Local Representative shall be paid straight time for office work performed in overtime.

Par. 6 In the event that lack of work requires a reduction in the work force, Local Representatives are exempt from Article 10, Par. 6.

Par. 7

- (a) It is mutually agreed that for the benefit of the Employer, the Employee and the using public, a special obligation exists on the part of the Employees engaged in Contract Service, to take care of callbacks outside regular working hours. It is understood that the obligation on the part of the Servicemen to take overtime callbacks

is not intended to impose a mandatory obligation, but simply a mutual recognition of responsibility.

- (b) When requested in writing by the Employer, a standby list will be established in consultation with the Union Business Representative and the Maintenance Employee(s) concerned.
- (c) The Employer agrees to reimburse each Employee, when they are on standby, at the applicable rate of pay being three
- (3) hours of time and one-half for each week night, five (5) hours at time and one-half for Saturday, and six (6) hours at double time for Sunday. All statutory holidays shall be considered the same as Sunday.
- (d) If the monetary value of the work performed on callbacks does not exceed the rates set out above, then the above rates shall apply. If the monetary value of the work performed does exceed those set out above, then the Employee will receive pay for the work performed.
- (e) The Employer will decide whether or not to establish a standby list and the number of Employees and the days of the week applicable.
- (f) When a Mechanic is on standby, they may be requested by the Employer to use a communications device supplied by the Employer, with no restrictions as to time or place.

Par. 8

- (a) Travel time from home to job and from job to home on overtime callbacks (starting after regular working hours

and terminating before start of regular working hours) shall be paid for at the same overtime rate applicable to the work. Travel expenses on overtime callbacks shall be paid as agreed elsewhere in this Agreement.

- (b) When consecutive overtime callbacks 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.
- (c) Employees called out before the regular working hours shall receive the applicable travel time and travel expenses from home to job. (Exception: Employers may call and instruct Employees to report to any given job at 8:00 a.m. on their route in the Primary Jurisdiction).
- (d) When callbacks made during regular working hours extend into overtime and the Employee is authorized to continue work, they shall receive the applicable travel time and travel expense home.

Par. 9 It is agreed that for maintenance work and that notwithstanding Article 8, Par. 3 and 4, that the regular working day of eight (8) 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:

Maintenance Mechanics assigned to the early starting time of 7:00 a.m. shall be assigned for a minimum duration of two (2) regular workweeks, Monday to Friday inclusive with at least one weeks notice. All other time outside of these hours shall be overtime at the applicable overtime rates.

Article 9

DESIGNATION OF HELPER'S WORK, QUALIFICATIONS AND PRIVILEGES

Par. 1 It is agreed by the Union that there shall be no restrictions placed on the character of work, which a Helper may perform under the direction of an Elevator Constructor Mechanic. (However, a Helper on Contract Service work is subject to the provisions of Article (8).

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

Par. 3

(a) PROBATIONARY HELPER:

A newly hired Employee without elevator experience shall be classified as a probationary Employee in the status of Probationary Helper 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 (1) Employer.

He/she shall be at least eighteen (18) years of age, physically fit and possess a high school certificate or its equivalent education. However, 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. He/she shall receive fifty percent (50%) of the Mechanic's rate.

(b) HELPER:

Upon completion of six (6) months in the industry, to the satisfaction of the Employer and the Union, a Probationary Helper shall be reclassified as a Helper. He/she shall receive fifty-five percent (55%) of the Mechanic's rate. For further advancement in the industry, he/she shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Education Committee.

(c) LEVEL 1:

Upon completion of twelve (12) months in the industry, this Employee will be reclassified as a Level 1. For further advancement in the industry, he/she shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Education Committee.

He/she shall receive seventy percent (70%) of the Mechanic's rate and remain in this classification for a further twelve (12) months in the industry.

(d) LEVEL 2:

Upon completion of twenty-four (24) months in the industry, this Employee will be reclassified as a Level 2. For further advancement in the industry, He/she shall be obligated to attend and successfully complete the

recognized courses of training as designated by the Local Area Education Committee.

He/she shall receive seventy-five (75%) of the Mechanic's rate and remain in this classification for a further twelve (12) months in the industry.

(e) LEVEL 3:

Upon completion of thirty-six (36) months in the industry, this Employee will be re-classified as a Level 3. For further advancement in the industry, he/she shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Education Committee.

He/she shall receive eighty percent (80%) of the Mechanic's rate and remain in this classification for a further twelve (12) months in the industry.

(f) LEVEL 4:

Upon completion of forty-eight (48) months in the industry and having successfully completed all the recognized courses of training as designated by the Local Area Education Committee, this Employee will be re-classified as a Level 4. His/her pay level shall remain at eighty percent (80%) of the Mechanic's rate.

(g) LEVEL 5:

After successfully passing the Mechanic's exam and prior to being upgraded to Mechanic status by the Union, this Employee will be re-classified to Level 5. His/her pay level shall remain at eighty percent (80%) of the Mechanic's rate.

(h) TEMPORARY MECHANIC:

Shall mean those Helpers in the employ of the Employer, who have completed all recognized courses of training as designated by the Local Area Education Committee and have passed the Mechanic's Exam will be selected first, then Level 4, Level 3, Level 2 and Level 1.

In the event the Employer needs to reduce the number of Temporary Mechanics in its work force, the procedure will be done in reverse order. Helpers raised to the status of Temporary Mechanic may remain as a Temporary Mechanic provided that there are no Mechanics unemployed. If there is an unemployed Mechanic, the Temporary Mechanic will be reassigned back to their former Helper status within 72 hours after the Employer receives written notice from the Union.

Par. 4 A Joint Examining Committee shall be appointed consisting of three (3) representatives from the Employers and three (3) representatives from the Union. Helpers having had previous experience in the trade may be admitted to advance standing based on the evaluation of such experience by the Committee. At the time advanced standing is granted a Helper, the Committee shall decide if such advancement includes both on the job work experience hours and required related class instruction or on the job only, and what class hours must be made up by the Helper in order to be eligible for a certificate of completion.

Par. 5

- (a) The terms of progression in the trade shall not be less than 7,200 hours of reasonable continuous employment

in an approved schedule of work experience over a period of four (4) years together with the required related class instruction hours as covered by these standards.

- (b) Should the Helper fail to pass the National Completion Exam, they cannot take the examination again in less than one (1) year. If the Helper fails the exam after the second time, they shall be notified in writing to appear before the Joint Examining Committee regarding their future status in the trade.
- (c) In the case of lack of employment or comprehensive field training or illness, the Committee may recommend that the term of training be adjusted.
- (d) No Helper may qualify or be raised to the capacity of Mechanic until he/she have worked for a period of four (4) years in the elevator industry and has passed an examination administered by the Canadian Elevator Industry Education Program.

Par. 6 Upon completion of his/her probationary period, a Helper shall be entitled and be required to participate in and make contributions to the Welfare Plan, Education Plan, and the Pension Plan as provided for in this Agreement. He/she 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.

Article 10

EMPLOYMENT, LAYOFF AND RECALL

Par. 1 A Joint Employment Committee comprised of an equal number of Employer representatives from the industry and from the Union shall be appointed. If agreeable to both Employer and the Union, the members of the Committee may be the same as the Joint Industry Committee.

Par. 2 The primary purpose of the Committee shall be to establish and keep current an open list of individuals who are fully qualified to perform the work required in the industry, or who are being trained in the work of the industry, or who have apparent potential for such training. The Joint Employment Committee (coordinating its work with the Education Committee, the Joint Examining Committee and with Government and outside educational agencies as it deems advisable) shall develop policies and procedures to attract and retain a competent and stable work force in the industry.

Par. 3

- (a) An Employer shall use the Union as a first source of job applicants. In the event that the Union is unable to satisfy satisfactorily the Employers request within forty-eight (48) hours, the Employer may obtain applicants from any other available source. The Employer has the right to reject any applicant referred to him/her by the Union; however, a claim that the Employer has unreasonably rejected such an applicant may be the proper subject matter of a grievance.

When the Employer requires to expand its work force, the Employer shall hire the first job applicant off the Union list and shall name hire the second required job applicant from the Union list. The process shall continue until the Employer has attained the number of Employees necessary, regardless of the length of time between hires.

The Employers may choose to independently recruit, interview and select new probationary employees on a one (1) for one (1) basis with the Joint Employment Committee open list for new probationary employees.

- (b) An Employer has the right to transfer an Employee from Construction to work covered by this Agreement. Transfers must be for legitimate business reasons and will not be used to undermine the block seniority system or, for disciplinary measures.

Par. 4 The Union reserves the right to discipline its members for violation of its laws, rules and agreements. The Union further reserves the right to withdraw Probationary Helpers and Out of Local Members, for violation of its laws, rules and agreements or at such times as they can be replaced by full Members, particularly during periods of unemployment within the Union. In the event the Union deems it necessary to withdraw any of these Employees, the Employer must be notified in writing. The Employer agrees to terminate this Employee or Employees within forty-eight (48) hours. On out of town jobs, this period shall be extended by written agreement between the Employer and the Business Representative.

Par. 5 Seniority of an Employee is their total length of service in the Elevator Industry in British Columbia. Seniority shall not accumulate while a member is not available for work. EXCEPTION: Seniority will accumulate when an Employee is injured on company time and must go on compensation and/or welfare benefits.

Par. 6 In the event that lack of work requires a reduction in the work force, Employees shall be laid off in the following order:

- (a) Probationary Helper (First block to be laid off)
- (b) Helper (Second block to be laid off)
- (c) Level 1 (Third block to be laid off)
- (d) Level 2 (Fourth block to be laid off)
- (e) Level 3 (Fifth block to be laid off)
- (f) Level 4 (Sixth block to be laid off)
- (g) Level 5 (Seventh block to be laid off)
- (h) Mechanics having five (5) years or less seniority within the IUEC in British Columbia.
- (i) Progressively in five (5) year increments of seniority thereafter.
- (j) Should a seniority block become exhausted of either Mechanics or Helpers, in order to maintain the ratios, the deficiency of either Mechanics or Helpers may be selected from the next seniority block. For the purpose of layoff, all Employees within a block shall be deemed to have the same seniority.

- (k) Notwithstanding the provisions of subparagraphs (b) through (j) above, the order of layoff shall be subject to the Employers remaining Mechanics or Helpers having the necessary skill and ability to do the work that remains.
- (l) Notwithstanding the foregoing provisions of paragraph (a) through (k), 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 shall be credited with the new Employer. During the first six (6) months, this Employee will be the first to be laid off with the exception of Probationary Helpers.

Par. 7 A Helper working at an overtime job site may not be bumped by an Employee from a different job site for the purpose only of working overtime.

Par. 8 The parties shall establish a Joint Employment Committee and the Committee shall develop the necessary practices and procedures.

In the event that the Joint Employment Committee is unable to develop workable practices and procedures, the matter shall be referred to the Joint Industry Committee which shall have the authority to amend, modify or make substitutions for the provisions of this Article and to establish the practices and procedures which will apply, provided, however, that the principles of seniority set forth in this Article are retained. If the Joint Industry Committee fails to resolve the matter and arbitration is required, the Impartial Arbitrator shall have the same authority as the Joint Industry Committee.

Article 11

WEEKLY PAY

Par. 1 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 August 1, 2014 may continue to be paid in that manner. Such payment shall be received by the Employees no later than the seventh day after the last day of the pay period for which the Employee is being paid (i.e. if the cut-off date of the payroll is Thursday, Employees shall be paid no later than the following Thursday, etc.) or not later than the day prior to the payday if the regular payday is a holiday. Failure by the Employer to ensure receipt of such cheque by twelve (12) o'clock noon as aforesaid shall entitle the Employee(s) to cash their cheque on the Employer's time.

Article 12

STRIKES AND LOCKOUTS

It is agreed by both parties that strikes and lockouts are prohibited in accordance with the terms of the Labour Relations Code of British Columbia.

Article 13

ARBITRATION

Par. 1 Any difference or dispute regarding the application of construction of this agreement shall be settled locally between the Union and the Employer. In the event the matter cannot be settled in this manner, 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.

Par. 2 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.

Par. 3 It is agreed that the Employer and the Union may mutually agree to a permanent Impartial Arbitrator or panel of permanent Impartial Arbitrators for resolution of difference or disputes. It is agreed that the Employer 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. In the event that the parties are unable to agree on an Impartial Arbitrator or a panel of permanent Impartial Arbitrators, the Labour Relations Board of British Columbia shall have the power to appoint such Arbitrator or Arbitrators.

Par. 4 It is understood that neither the Joint Industry Committee nor the Impartial Arbitrator shall have the power to add to, subtract from, or modify, in any way any of the provisions of this Agreement except as specifically provided for in Article 10.

Par. 5 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.

Article 14

TRAVELLING TIME, JURISDICTIONAL ZONES AND LIVING EXPENSES

Par. 1 (Primary Jurisdiction)

The Primary Jurisdiction of Local 82 of the City of Vancouver relative to the wage scale and working conditions shall include the territory within the area bounded by Burrard Inlet on the North, the west side of Boundary Road on the East, the east side of Alma and Dunbar on the West, and the north side of Marine Drive on the South. Anything over one (1) City fare within this territory must be paid by the Employer.

Effective May 1, 2006, Par. 1 shall be amended by adding the following language:

The Primary Jurisdiction of Local 82 will be expanded to include the previous Yellow and Light Green Zones.

It is agreed that all Employees who are working in the area bounded by Burrard Inlet on the North, then Main Street on the East (west side) then South on Main Street to Twelfth (12th) Avenue (north side), then West on Twelfth (12th) Avenue to Burrard Street, then North on Burrard Street to English Bay, shall be reimbursed Fifteen Dollars (\$15.00) 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 their

place of residence shall not be entitled to the Fifteen Dollars (\$15.00) as specified above.

Effective May 1, 2011, the Fifteen dollars (\$15.00) specified above will be increased to Twenty dollars (\$20.00) per day.

Par. 2 (Secondary Jurisdiction)

(a) The Secondary Jurisdiction shall be a 125 km. radius from the Vancouver City Hall and travelling time established for areas shown on an approved colour map shall be as follows:

Yellow	¼ hour each way
Light Green	½ hour each way
Blue	¾ hour each way
Red	1 hour each way
Brown	1 ¼ hour each way
Grey	1 ¾ hour each way

Effective May 1, 2006, Par. 2 (a) shall be amended to read:

Blue	¼ hour each way
Red	½ hour each way
Brown	¾ hour each way
Grey	1 hour each way

(b) It is also recognized and agreed that the Employee(s) at their discretion may choose to accept travelling time in the Grey Zone of Fifty Dollars (\$50.00) per day, per member.

- (c) Employees working in Vancouver and Victoria who are supplied with a Company Vehicle shall not receive travelling time where the Employer pays for vehicle costs, such as fuel, insurance and parking.

Exception: Employees who are not provided transportation, by the Employer, shall receive travelling time as provided therein.

- (d) It is agreed that Local 82 of the City of Vancouver has jurisdiction over the members now resident in the City of Victoria and all members who might be permanently stationed in this City during the life of this Agreement, and that the members resident in this City shall have local preference whenever possible on any work covered in the Agreement.
- (e) This Agreement recognizes fully the jurisdictional rights of the members resident in the City of Victoria, Kamloops, Kelowna, Nanaimo and Prince George. Travelling time zones for these resident members shall be as shown in Appendix "C".

Par. 3 It is agreed that when an Elevator Constructor Mechanic or Helper is sent outside of the jurisdictional zones as defined elsewhere in this Agreement, travelling time will be paid, at single time rate for the actual hours traveled during regular working hours. Additional travelling time up to five (5) hours will be paid at single time rates, for the actual hours traveled 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 traveled 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 Employer.

Par. 4 (Jurisdictional Committee)

It is agreed that a Jurisdictional Committee composed of representatives of the Union and the Labour Committee of the Employer, on a parity basis, shall meet annually or more often by mutual consent if necessary, and shall act fairly on any justifiable written request by the Union for extension of its existing jurisdictions. The Union shall be advised thirty (30) days after the meeting at which its request is considered, of the disposition of such request.

Par. 5 (Transportation)

- (a) 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 reimburse the Employee accordingly.
- (b) It is agreed that when Employees use their own vehicles for transportation as outlined above, they shall receive the applicable Revenue Canada Guidelines and Regulation expenses per kilometer. At no extra cost, said vehicle shall be permitted to carry two (2) extra persons in addition to the driver, but no tools or materials which would normally be shipped by the Employer.
- (c) In order to qualify for any remuneration under this Clause, the Employer must initiate the request for the Employee to use their own vehicle. In so initiating this request, the Employer agrees to reimburse the

Employee for any out of pocket additional expenses for parking and for insurance premiums required for the Employee's protection of themselves, their passengers and their vehicle.

- (d) Ownership of a car shall not be considered as a condition for employment.

Par. 6 (Living Expenses)

- (a) When Employees are sent outside of the Primary Jurisdiction where living expenses apply, such expenses shall be paid to cover room, board, laundry and incidental expenses. The living allowance provided herein shall be adequate to cover reasonable living expenses which are actually incurred; the Employer agrees to reimburse the Employee for such actual expenses.

- (b) Where work is to be performed outside of the Jurisdictional territory as specified, a Mechanic and a Helper will be sent to a maximum distance of 490 km. In the event that a Helper is not available to accompany a Mechanic, the Employer will arrange to supply a Helper. For any distance greater than 490 km., the Employer may at their discretion, send a Helper with a Mechanic.

Travelling time for the Helper will be at single time rates for actual hours traveled between 8:00 a.m. and 5:00 p.m. only.

- (c) It is agreed that upon request when an Elevator Constructor Mechanic or Helper is sent outside of the Jurisdictional Zones as defined in this Agreement a sufficient advance shall be provided. The advance

will be equal to the amount required until the first expense cheque is received. Any such advance shall be reimbursed by the Employee within one week of returning to the primary. Failure to reimburse the Employer as specified above will result in the matter being referred to the local Joint Industry Committee.

- (d) When room and board is supplied in camp, this camp shall be approved by and operate under the "camp rules and regulations" of the B.C. & Yukon Territory Building and Construction Trades Council.

Employees receiving board and lodgings shall be entitled to weekend and Statutory Holiday checkout allowance of fifteen dollars (\$15.00) per day, providing notice is given to the Employer by noon of the last working day.

Article 15

WELFARE PLAN

Par. 1 The Welfare Plan covering life insurance, sickness and accident benefit and hospitalization, 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.

Par. 2 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 their employ, in accordance with the Contribution Schedule contained herein. Payment of said contributions by

the Employer and the Elevator Constructor Mechanics and Helpers shall be in accordance with the Canadian Elevator Industry Welfare Plan and Declaration of Trust.

Par. 3 Should the Nationally agreed to contribution for Welfare be increased, the Union reserves the right to increase such contributions to the plan from wages.

Par. 4 Provided that, if after the effective date of this Agreement, the Employer and 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 there under.

WELFARE PLAN

**Employer
Contribution
Schedule**

Amount

Per Hour

Worked

\$1.18

Effective Date

January 1, 2010

**Employee
Contribution
Schedule**

Amount

Per Hour

Worked

\$1.68

Par. 5 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 (as set out in Article 9, Par. 3), 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.

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.

Par. 6 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.

Article 16

SUPPLEMENTAL WEEKLY INDEMNITY PLAN

Par. 1 This plan shall be financed by contributions from Elevator Constructor Mechanics and Helpers.

Par. 2 The Employer agrees to deduct and remit an applicable monthly contribution on behalf of all Elevator Constructor Mechanics and Helpers in their employ provided the Employer has received properly signed authorization from the Employee to do so.

Par. 3 The Union will advise the Employer the amount to be deducted.

Par. 4 All contributions required by this Article shall be remitted by the Employer to the Union, no later than the 15th day of the month following the cutoff date. The cutoff date for each month shall be the same as referred to in Article 15.

Article 17

PENSION PLAN

Par. 1 The parties to this Agreement have agreed upon a Pension Plan 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.

Par. 2 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. The Pension Plan shall include a provision for mandatory retirement at an age to be determined by the Trustees, which shall not be beyond 65 years of age, as well as a provision for optional retirement at a younger age.

Par. 3 The Plan of Pension Benefits 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 their employ, in accordance with the Contribution Schedule contained herein. Payment

of said contribution by the Employer and by the Elevator Constructor Mechanics and Helpers shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees.

Par. 4 Should the Nationally agreed to contribution for Pension be increased, the Union reserves the right to increase such contributions to the plan from wages.

Par. 5 All disbursements in connection with establishment of the Plan and provision of benefits shall be paid from the funds and the liability of the Employer and the Employee are expressly limited to the foregoing contributions.

Par. 6 In the event that any excess Employer or Employee contributions are re-allocated pursuant to Article 15 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 Trustees of such Plan in consultation with the Actuary.

PENSION PLAN

Employer Contribution Schedule		Employee Contribution Schedule
Amount Per Hour Worked	Effective Date	Amount Per Hour Worked
\$2.25	January 1, 2014	\$3.71

Par. 7 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.

Article 18

EDUCATIONAL FUND

Par. 1 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 Employer 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.

Par. 2 The Board of Trustees shall have full authority and discretion to adopt an Agreement and Declaration of Trust and an education and training program which shall become part of this Agreement and binding on all parties signatory to this Agreement.

Par. 3 The "Canadian Elevator Industry Educational Program" shall be financed by contributions by the Employer and Elevator Constructor Mechanics and Helpers as herein provided. The Employer agrees to pay and contribute to such Fund for each hour of work performed by all Elevator Constructor Mechanics and Helpers in their employ. Payment of said contributions shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees.

Par. 4 Should the Nationally agreed to contribution for Education be increased, the Union reserves the right to increase such contributions to the plan from wages.

EDUCATIONAL FUND

Employer Contribution Schedule

Amount
Per Hour

Worked

\$0.31

Effective Date

June 24, 2009

Employee Contribution Schedule

Amount
Per Hour

Worked

\$0.225

Par. 5 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.

Article 19

REPORTING TIME

Whenever an Elevator Constructor Mechanic or Helper covered by this Agreement reports to work at the 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

Par. 1 This Agreement shall be binding upon all Employers, all Employees and the Union. The Union shall not, through its by-laws, constitution or otherwise, change any of the Articles or intent of this Agreement, nor shall the Employer

make any rules or issue any instructions that are contrary to this Agreement, or the intent of this Agreement.

Par. 2 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 or concerning any change or addition thereto.

Article 21

PAYMENT FOR LOST CLOTHING AND TOOLS

Par. 1 The Employer agrees that they should make every effort to provide a reasonable safe place for tools and clothing and likewise the Employee recognizes their responsibility to protect company tools. The Employer shall insure the Employee's tools and clothing on the following basis:

(a) Clothing

The Employer to pay seventy-five percent (75%) and the Union to pay twenty-five percent (25%). Claims are limited as follows:

Overcoat	\$50.00
Other Clothing	\$60.00

An Employer who requires an Employee to wear a uniform or other special apparel shall furnish the uniform or other special apparel and shall clean, launder, repair or provide similar service with respect to the upkeep of it, without charge to the Employee.

(b) Tool List

All Mechanics employed on Maintenance and Service must have the tools on the attached list and all Employees are guaranteed that while employed on the job site, project or place of business of the Employer, the Employee's tools will be insured. The insurance covers fire and burglary or loss when working over water or such other areas where tools cannot be retrieved, and in the event of loss the Employer agrees to replace the tools.

The Employer agrees to pay incidental tool loss claims in excess of two hundred dollars (\$200.00) per year.

(c) Special Tools

Mechanics employed on Contract Service or Repairs shall only be required to carry those tools from the list necessary as determined by the Employer, to carry out their duties and these shall be insured as above, provided that when commencing employment the Employee shall submit to the Superintendent or their representative an inventory of tools brought on the job. The inventory list shall be signed by the Employer's representative and the Employee. Coverage will commence at the date of the filing of the inventory with the Employer. The Employee shall ensure that the inventory is current.

(d) Supplementary Tools

Mechanics may file a supplementary tool list, in addition to the attached list, which shall be insured by the Employer as in sub Par. (b) and (c).

Par. 2 In the event of loss, the Employer and/ or the Union may request an affidavit from the Employee claiming the loss.

Tool List

- 1 only Hand Saw
- 1 only Hack Saw
- 1 only 3 lb. Hammer
- 1 only 2 lb. Ball Peen Hammer
- 1 only Claw Hammer
- 1 only 24" Level
- 1 only 8" Tin Snips
- 1 only Framing Square
- 1 only Tri-square
- 1 only Pocket Knife
- 1 only 3/4" x 12' Tape Measure
- 1 only 3/4" Cold Chisel
- 1 only 24" Wrecking Bar
- 1 only Plumb Bob
- 1 only Small Tap Wrench (to 1/4")
- 1 only Center Punch
- 1 only 14" Pipe Wrench
- 1 set Allen Wrenches to 3/8"

- 1 only 7" Linesman Pliers
- 1 only 7" Side Cutters
- 1 only 8" Gas Pliers
- 2 only 8" Vice Grips
- 1 only 6" Needle Nose Pliers
- 1 only 9 1/2" Channel Lock Pliers
- 1 only 12" Adjustable Wrench
- 1 only 6" Adjustable Wrench
- 1 only 1/2" Drive Ratchet
- 1 only 1/2" Drive Johnston Bar
- 1 set 1/2" Drive Sockets (7/16" to 1-1/8")
- 1 partial set 1/2" Drive Deep Sockets (1/2", 9/16", 3/4", 13/16", 15/16")
- 2 only 1/2" Drive Extensions 3", 6"
- 1 set Combination Wrenches 3/8" to 1-1/8"
- 1 set Spintights (1/4" to 7/16")
- 4 only Straight Screw Drivers
- 3 only Robertson Screw Drivers
- 3 only Phillips Screw Drivers
- 1 only Stubby Straight Screw Driver
- 1 only Stubby Phillips Screw Driver
- 3 only Stubby Robertson Screw Drivers

- 1 only Tool Box for Above
- 1 only Pad Lock

Article 22

CHECK OFF OF UNION DUES

Par. 1 Union Dues

The Employer agrees to deduct dues from any Employee's wages when they have received properly signed authorization by the Employee to do so. Such monies shall be paid to the Union accompanied by a list, in alphabetical order, of the Employees for and on behalf of whom such deductions have been made by the fifteenth (15th) day of the month following the month in which deductions were made.

Par. 2 B.C.Y.T. Fund & Rehabilitation Fund

In addition to the amount set by the Union above, the Employer shall contribute and show separately three cents (\$0.03) for each hour worked for each of their Employees, for the B.C. & Y.T. Fund. This amount shall be forwarded by the Union to the B.C. and Yukon Territories Building and Construction Trades Council.

In addition, the Employer shall contribute and show separately two cents (\$0.02) for each hour worked for each of their Employees, for the Rehabilitation Fund. This amount shall be forwarded by the Union to the Administrator of the Rehabilitation Fund.

Par. 3 Industry Promotion and Public Relations Fund

Contributions to the Industry Promotion and Public Relations Fund shall be based on a one-cent (\$0.01) per hour deduction from each Employee.

Article 23

RECOGNITION OF EMPLOYMENT STANDARDS

Par. 1 Posting of Notice

Upon the request of the local Business Representative, the Employer will permit the affixing, in a conspicuous place, on a job site any posting or notice supplied by the Union. The Employer, if possible, will assist the Union in relaying to their Employees, a verbal communication from the Union during the work day and further agrees to distribute notices along with the pay cheques.

Notices and messages are to be of non-discriminatory nature.

Par. 2 Training Program

A training program scheduled outside of the Employee's regular working hours shall be made available to all Employees, employed by the Employer, in the individual groups or class of Employees for which specific program was designed. Attendance at such training program will be voluntary on the part of the Employee. Further, the Employer shall schedule such programs so as not to be in conflict with scheduled classes of the Canadian Elevator Industry Education Program.

Any training seminars on the introduction of metric equipment or methods will be held on the Employer's time.

Par. 3 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 their immediate family (parent, spouse, child)
- (b) Required to testify before a court of law, labour court, Employment Insurance Commission or a Grievance Arbitrator. In the event the Employee makes any such appearance on the behalf of the Employer, they shall suffer no loss in wages for the regular working day, or part thereof, spent on the Employer's behalf.
- (c) Personal illness or accident.

At the request of the Union, an Employee designated by the Union to participate in legitimate Union business, after providing seventy-two (72) hours written notice to the Employer, unless an emergency prevents such notice.

- (d) When death occurs in an Employee's immediate family, (current spouse, parent, grandparent, parent of current spouse, grandparent of current spouse child, brother or sister) the Employee, upon request, will be excused for up to a maximum of five (5) days, immediately following the death. If any of the five (5) days are working days, the Employee will be paid for two (2) days at eight (8)

hours pay for each day. These hours will be considered as time worked.

(e) Periodic Leave

On an out-of-town project of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first class transportation and expenses to the point of departure and back to the job.

The extent of leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the Employee and the Employer's representative.

The timing of the leave shall also be decided by mutual agreement. In no event will an Employee receive leave unless they actually return to their place of departure. Living-out-Allowance shall not be paid during leave periods.

This clause will apply to those agreements where Compassionate Leave, Turn-arounds, or Longevity provisions do not apply and shall be effective sixty (60) days from the date of signing of the Memorandum of Understanding.

(Operative Date: September 20, 1980)

Par. 4 Notice of Layoff

When an Employee is laid off, the Employer shall provide them with such papers as are required by the Employment Insurance Act. The wages due or such other paraphernalia, shall be supplied to the Employee by the next pay period.

Par. 5 Coffee Breaks

Employees shall be permitted a ten (10) minute break once, during each half shift at their station of work.

Par. 6 Standardized Working Conditions

- (a) It is agreed a telephone(s) shall be made available to all members at all times for incoming and outgoing emergency purposes and that incoming messages shall be relayed immediately.
- (b) It is agreed that where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets will be supplied.
- (c) Safety Clause

All equipment, tools and materials must conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.

It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that does not meet prescribed safety standards and/or regulations. Refusal of an Employee to abide by the Workers Compensation Board regulations may be considered cause for dismissal.

Par. 7 An Employer will make every effort to give preference to Local 82 Card Mechanics for contract service routes, overtime, travelling time jobs and out-of-town

work. Local 82 Card Helpers will also receive the same consideration on all but contract service routes.

Article 24

INDUSTRY FUND

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 (\$0.15) 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.

Article 25

DURATION OF AGREEMENT

Except as other wise expressly provided for herein, this Agreement shall become effective August 1, 2014 and shall terminate on the 30th day of April 2018.

IN WITNESS WHEREOF the parties to this Agreement have caused this instrument to be executed by their duly appointed representatives and their seals affixed hereto.

Signed on the 31st day of July in the City of Vancouver, in the Province of British Columbia.

SIGNED ON BEHALF OF:

NATIONAL ELEVATOR AND
ESCALATOR ASSOCIATION

"A. Reistetter"

"E. Ceriello"

"R. Wilson"

"M. Tominac"

"L. Verbruggen"

SIGNED ON BEHALF OF:

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS,
LOCAL 82

"M. Funk"

"G. Davidson"

"B. MacMillan"

"S. MacWilliams"

"B. Winkelmann"

"M. Dimock"

"K. Howarth"

"M. Katzeff"

"D. McLean"

"W. Sims" Regional Director

LETTER OF INTERPRETATION

BY AND BETWEEN:

**INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS, LOCAL 82**

AND:

NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION

RE: PERIODIC LEAVE – TURNAROUND

1. The phrase "Out of Town Projects" contained within the various periodic leave or turnaround clauses shall be defined as projects that are accessible by air or boat only (excluding ferries) or are two hundred (200) miles or four (4) hours travel, including ferry travel, to the transportation terminal nearest the Employee's domicile. Employees residing within these limits shall be entitled to a mutually agreed leave of absence at no cost to the Employer five (5) or seven (7) days to be arranged between the Employee and Employer subject to the same qualifiers provided in the periodic or turnaround clauses.
2. Employees qualifying for leave shall be returned to the transportation terminal nearest the Employee's domicile, except members from other Locals or out of province Employees who shall return to the point of dispatch within the province of British Columbia.
3. There shall be no cash payment in lieu of periodic leave unless mutually agreed between the Union and the Employer.

4. The interpretation of periodic or turnaround clauses as noted above shall not be used to interpret any other clauses or clauses contained within the various Building Trades collective agreements.

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS,
LOCAL 82

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	E.M. Tuff
R.J. Moore	E. Horn
Leo Moore	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 Article 4, Par. 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" "E.M. Tuff"

"C.M. Moffatt" "E. Horn"

"R.J. Moore" "K. Hawley"

Union Representatives C.E.M.A. Representatives

JOINT INDUSTRY COMMITTEE DECISION

TORONTO, ONTARIO

February 25 & 26, 1971

Present: E.M. Tuff

L. Moore

K. Hawley

C. Moffatt

S. Hunt

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 of 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 Program, 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"

"L. Moore"

"K. Hawley"

"C. Moffatt"

"S. Hunt"

"W. Baxter"

JOINT INDUSTRY DECISIONS

ENTRANCES (Headers, 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 DECISIONS (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 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 precedents established the fact that it had been previously agreed that keyhole slots provided in car and/or landing doors are not a violation of Article 4 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 4 of the Standard Agreement.

When door closer arms, lazy arms, or relating arms are fastened to the door by means of drilled and/or tapped holes in 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 part 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 fastening 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 incline 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 4, Par. 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 connection.

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 4 of the Standard Agreement.

9. DMR Plug-In Connection

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

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

10. Car Door Operators

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

11. Wood Flooring

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

12. Door Operators

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

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

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

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

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

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

Operators may be shipped as per 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 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 "E" - (Dover 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, the gate switch and the cams to actuate the safety edge 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 4, Par. 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 4 of the Standard Agreement. The installation (and tapping if required) shall be done in the field by Elevator Constructors.

15. Type M Hoistway Door Tack 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 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 4.

17. Dover Leveling Switches

Dover Leveling Switches, as they are now constructed, are not a violation of the Standard Agreement.

18. Westinghouse and Otis Basement Machines

Westinghouse Base 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 4 of the Standard Agreement.

19. Top Emergency Exit Switches (Otis)

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

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

The Executive Board believes that when Article 4, 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 Guibert Inc., and are not to be applied to the D/W provision of Article 4, Paragraph 3, Item 4 of the Standard Agreement.

APPENDIX "C"

LETTER OF UNDERSTANDING

BY AND BETWEEN:

**NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION
on behalf of Companies signatory to Collective
Agreements with the International Union of Elevator
Constructors, Local 82**

AND:

**INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS, LOCAL 82**

1. TRAVELLING TIME ZONES shall be established for the following areas:

Victoria, Kamloops, *Kelowna, Nanaimo and Prince George. To be referred to hereafter as designated Cities.

2. Travelling zones for members resident in those Cities spelled out above shall be as shown on an approved map and be as follows:

Free Zone: 3 Mile radius from City Hall:

Bus fare outside the 3 mile radius must be paid by the Employer.

Yellow $\frac{1}{4}$ hour each way

Light Green $\frac{1}{2}$ hour each way

Blue $\frac{3}{4}$ hour each way

Red 1 hour each way

Brown 1-¼ hour each way
 1-½ hour each way
 Vancouver Island

Grey 1-¾ hour each way

*Kelowna - The following travelling time zones apply to Kelowna and area, effective May 1, 2002

Yellow Zone ¼ hour each way –
West Kelowna and Kelowna Airport

Green Zone ½ hour each way –
Winfield, Peachland and Oyama

Blue Zone ¾ hour each way –
Summerland and Vernon

Red Zone 1 hour each way –
Armstrong, Penticton and Big White

Brown Zone 1-¼ hour each way –
Enderby and Silverstar

Grey Zone 1-¾ hour each way –
Salmon Arm and Apex

3. Where no resident members are available to work in those designated Cities, the Employer agrees to pay full living out allowance as spelled out in other areas of this Agreement for Employees who are sent to those designated Cities.
4. All requests to relocate to those designated Cities as specified above, must come through the Union Office.

5. The Employer shall pay all moving expenses incurred in the transferring of a member to or from those designated Cities.
6. Those Employees relocated to one of the designated Cities by an Employer shall be guaranteed one year's work.

LETTER OF UNDERSTANDING

It is agreed and understood that the Union, in conjunction with the Employer's Representative or Employers bidding work, may determine on a job by job basis if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement and in writing, amend or delete any terms or conditions of the Agreement for the length of the job.

SIGNED on the 14th day of August, 1995 in the City of New Westminster, in the Province of British Columbia.

SIGNED ON BEHALF OF:

NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION

"A. Reistetter"

"B. Cotton"

SIGNED ON BEHALF OF:

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS,
LOCAL 82

"E.P. Blades"

"G. Heard"

LETTER OF UNDERSTANDING

In recognition of the Federal Government's Employment Equity Program, Employer's 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.

SIGNED ON BEHALF OF:

NATIONAL ELEVATOR AND ESCALATOR
ASSOCIATION

"A. Reistetter" "D. Powilatis"

"M. Tominac" "K. Lavallee"

INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS, LOCAL 82

"G. Heard" "B. MacMillan"

"M. Funk" "K. Bouchard"

"M. Fernandez" "T. Morrisson"

"N. White" "E.P. Blades"

"J. Bender" Regional Director

LETTER OF UNDERSTANDING

This letter of understanding, although not being part of the Collective Agreements, confirms the understanding of the parties that the changes to Article 9, Paragraph 3 (a) and 3 (b) of Maintenance and Service Agreement and Article 8, Paragraph 3 (a) and 3 (b) of the Construction Agreement shall apply to individuals entering the industry after Ratification.

SIGNED ON BEHALF OF

**INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS,
LOCAL 82**

"M. FUNK"

NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION

"A. REISTETTER"

APPENDIX "D"

SIGNATORY COMPANIES TO THIS AGREEMENT:

KONE INC.

OTIS CANADA INC.

SCHINDLER ELEVATOR CORPORATION

THYSSENKRUPP ELEVATOR