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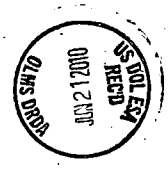

ELEVATOR CONSTRUCTORS - MAINTENANCE, SERVICE & REPAIR

COLLECTIVE AGREEMENT

Between

NATIONAL ELEVATOR & ESCALATOR ASSOCIATION

and

THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL 122 EDMONTON, and LOCAL 130 CALGARY, ALBERTA

May 17, 2007 to April 30, 2011

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COLLECTIVE AGREEMENT

Between

NATIONAL ELEVATOR & ESCALATOR ASSOCIATION

(hereinafter referred to as the "Association")

on behalf of those employers who are listed in Schedule 1 attached hereto or who agree to be bound hereby

(each of which employers is hereinafter referred to as the "Employer")

- and -

THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
Local 122 Edmonton, and Local 130 Calgary, Alberta

(each of which Unions is hereinafter referred to as the "Union"

ARTICLE ONE - PURPOSE

1.01 The purpose of this Collective Agreement is to establish terms and conditions of employment of employees, and for the purpose of establishing harmonious relations and facilitating peaceful adjustments of wage schedules and working conditions.

ARTICLE TWO - RECOGNITION

2.01 The Union recognizes that it is the responsibility of the employers, in the interest of the purchaser, the employers and their employees, to maintain the highest degree of operating efficiency and to continue technical development to obtain better quality, reliability, and cost of its product provided, however, that this recognition does not affect the work jurisdiction specified in Article Four hereof and related Articles.

2.02 The Employer recognizes the Union as the sole and exclusive bargaining representative for all Elevator Constructors and Elevator Constructor Helpers in the employ of the Employer engaged in the installation and repair, maintenance and servicing of all equipment referred to in this Agreement within the boundaries of the area jurisdiction of Local Union 122, namely, that portion of the Province of Alberta North of the South side of Township 39 and east and west across the Province, plus the area jurisdiction of Local Union 130, namely that portion of the Province of Alberta South of the North side of Township 38 and east and west across the Province.

2.03 The Employer recognizes that all work done under the terms of this Agreement comes under the jurisdiction of Local 122, Edmonton or Local 130, Calgary.

2.04 The Employer recognizes that the Union has recourse through the grievance procedure if it feels that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

2.05 During the term of this Agreement the company agrees there shall be no Lockout and the Union agrees there shall be no Strike.

ARTICLE THREE - MANAGEMENT RIGHTS

3.01 The Union recognizes the National Elevator & Escalator Association as the exclusive bargaining agent for its members designated herein.

3.02 The Company and the Union mutually agree that all ordinary functions of management are hereby preserved and retained by the company, except as expressly limited by the terms of this agreement.

ARTICLE FOUR - WORK JURISDICTION

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

4.02.01 The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor from the time such equipment arrives at or near the building site shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a fork lift or truck mounted swing boom may be used by the Elevator Constructors. A derrick or crane can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Paragraph 4.05.0l.

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

4.02.02 The erecting and assembling of all elevator equipment to wit: electric hydraulic, steam, belt, dumb-waiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), compressed air and handpower and all types of equipment covered by Elevator Safety Codes.

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

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, step chains and steps installed and permanently aligned.

2. Balustrade brackets may be shipped attached but not aligned.

3. Setting of all controllers and all wiring and conduit from the controller.

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

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

4.02.04 All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.

4.02.05 The erecting of all guide rails.

4.02.06 The installation of all grating and counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.

4.02.07 The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.

4.02.08 The setting of all templates.

4.02.09 All foundations, whether of wood or metal, that should take the place of masonry.

4.02.10 The assembly of all cabs complete.

4.02.11 The installation of all indicators.

4.02.12 The erecting of all electrical or mechanical automatic or semiautomatic gates complete.

4.02.13 The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.

4.02.14 The installation of all devices for opening and closing, and locking of elevator car and hoistway doors and gates.

4.02.15 The drilling of doors for mounting of closing devices.

4.02.16 The drilling of angle supports for mounting of closing devices except one template hole.

4.02.17 The drilling of sills for sill trips.

4.02.18 The operating of all temporary and uncompleted cars.

4.02.19 The setting of all elevator pressure open or pit tanks.

4.02.20 The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.

4.02.21 All air cushions with the exception of those built of brick or those put together with hot rivets.

4.03.01 Nothing contained in Article Four shall preclude an employer from preassembling and prefabricating the following:

1. Temporary elevators
2. Residence elevators
3. Dumbwaiters
4. Dock elevators
5. Parking garage elevators (such as Bowser, Pigeon Hole or similar types of elevators).

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

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

4.03.02 Preassembled plug connectors may be used to interconnect solid state components of the elevator systems and to connect any component in and on the car.

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

4.03.03 It is understood and agreed that the pre-assembly and/or prefabrication of electric walks, travelators, speed ramps or similar type of moving walks (limited to fifteen degree (15°) incline per CSA Code) shall include the following:

1. Truss sections with drive units, machines, handrail drive sheaves and drive chains installed and aligned.
2. Truss sections with tracks installed and aligned.
3. Balustrade brackets may be shipped attached but not aligned.
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, comb-plates, balustrades and trim.

4.04.01 It is agreed that when sinking, drilling, boring or digging cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, the Employer shall employ Elevator Constructor Mechanics and Elevator Constructor Helpers.

4.04.02 On any job where an Employer subcontracts the sinking, drilling, boring or digging of cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, one Elevator Constructor Mechanic shall be employed by the Employer to supervise and assist in any and/or all work related to sinking, drilling, boring or digging of the cylinder well including the installation of the casing whether its sections be welded, screwed or riveted or by any other method joined.

4.04.03 It is agreed that the work performed by the subcontractor shall be strictly limited to work in connection with the digging of the hole and the installation of the casing. It is understood that the Employer will have the preceding sentence inserted in his contract with the subcontractor.

4.04.04 The Employer shall have the Elevator Constructor Mechanic on the job at the time the subcontractor arrives on the job for the drilling of the hole and during the entire time the subcontractor performs any work in connection with the drilling of the hole including the setting up and/or assembly and disassembly of the rig.

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

4.05.02 All other material is to be hoisted or lowered by Elevator Constructors without the use of derrick or crane, however, personnel and material hoists can be used.

4.06 The wrecking or dismantling of elevator plants shall be performed by Elevator Constructor Mechanics and Elevator Constructor Helpers. Elevator plants as referred to in this paragraph are understood to include elevators, escalators, moving walks and all other equipment coming under the jurisdiction of the Elevator Constructor.

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

4.08 No restrictions shall be imposed as to method, tools or equipment used.

ARTICLE FIVE - SYSTEMS, MODULAR AND INDUSTRIAL STRUCTURES

5.01 Systems building, systems, modular, industrialized or similar structures are those whose superstructures and components are pre-assembled in sections, rooms, or floors, in whole or in part, in areas adjacent to or remote from the permanent site of the structure. The erection and assembly of elevator components in building modules is to be done by Elevator Constructor Mechanics and Helpers whether the assembly site is adjacent to the job or remote from the job. Where the Employer has a choice or selection of the

assembly site, such sites are to be mutually agreed upon by the Regional Director of the International Union of Elevator Constructors and the Employer. It is understood that if members of one Local perform part of such work at an assembly site remote from the permanent job site, members of the Local covering the permanent job site will perform the remainder of the work. The elevator work remaining to be done after modules have been put into permanent place, shall be performed by Elevator Constructor Mechanics and Helpers so that the jurisdiction of the Elevator Constructor as related to any other Building Trade, shall remain intact.

5.02 The work to be done by Elevator Constructors includes as follows:

5.02.01 The installation and assembly of all machine room equipment whether overhead or below on prefabricated machine room floors.

5.02.02 Assemble car frames and cabs complete with door operating equipment, control, signal and operating devices.

5.02.03 Connect electric traveling cables to either car, controller or halfway junction box. The connections to be prepared and/or made at both ends at assembly site.

5.02.04 Shackle hoist, compensating and governor cables and preconnect to car or counterweight hitches.

5.02.05 The setting of templates.

5.02.06 The installation of all grating and counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine rooms, overhead or below.

5.02.07 All foundations, either of wood or metal, that should take the place of masonry.

5.02.08 The installation and aligning of guide rails in hoistway modules.

5.02.09 Erect and assemble doors, hangers, tracks, door locks or locking devices for opening or closing and all related equipment.

5.02.10 Install corridor side operating and signal devices.

5.02.11 Install hoistway wiring.

5.02.12 Install all elevator equipment and devices in hoistway modules including governor rope tension sheaves, control equipment, buffers and supports.

5.02.13 All operating of temporary and uncompleted elevators.

5.02.14 The installation and aligning of all pistons and cylinders on hydraulic elevators.

Unloading, handling, hoisting and lowering of material covered in 5.02.01-5.02.14 will be performed under the supervision of Elevator Constructors.

5.03 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 Four.

ARTICLE SIX - PRE-INSTALLATION CONFERENCE

6.01 In order to give full effect to the Articles referring to work jurisdiction and the related Articles, there shall be established a procedure for Pre-Installation Conferences.

6.02 There shall be established a permanent Joint Industry Committee comprising of two (2) representatives named by the Employer and two (2) named by the Union to which the Employer will name a third man and the Union will also name its third representative when the Committee is called upon to meet.

6.03 The Employer shall provide a written description of any product change which may affect the work jurisdiction of the Union as referred to in Articles Four, Five and related Articles. Notice of a product change shall be given to the Local Union at least sixty (60) days prior to installation, or ninety (90) days prior to installation depending upon the magnitude of the installation. The Union upon receipt of this notice may waive the calling of the Joint Industry Committee meeting or it may request the Joint Industry Committee to meet and make a determination as to the effect of the product change in Article Four, Five and related Articles. The Union's intention must be made known within seven (7) days of receipt of the notice from the Employer. In the event that a dispute arises where notice of a product change had not been given to the Local Union in advance, then in such event the Local Union may within seven (7) days of the discovery of the product change request that the Joint Industry Committee meet and make a determination.

6.04 In the event that the Union requests a meeting of the Joint Industry Committee either for a determination as to the effect of the product change, or as a result of a dispute which has arisen where notice of a product change had not been given to the Union in advance, the Joint Industry Committee shall meet as quickly as possible and at the meeting shall discuss and attempt to settle any conflict that may appear from the material to be in contravention of the articles referring to work jurisdiction and if the conflict is resolved a Memorandum will be signed by all members of the Joint Industry Committee which is then binding on the parties.

6.05 In the event that either party fails or refuses to name its representative to the Joint Industry Committee within seven (7) days from receipt of the letter from the Employer notifying the Union of the installation to take place, then in such event the party which has named its representative may thereupon apply to the Minister of Labour to name the members to the Joint Industry Committee.

6.06 Following the issuance of a Memorandum signed by the members of the Joint Industry Committee resolving the conflict, if either of the parties refuses to abide by the decision of the Joint Industry Committee, a Board of Arbitration will be convened, in the manner hereinafter outlined for the purpose of determining remedial action to correct any violations:

Within three (3) days of being served with the report the parties will each name a member to the arbitration board and the two (2) so named shall thereupon decide on the Chairman. If either of the parties is unable to name its member or agree upon a chairman within seven (7) days of the issuance and service of the Memorandum, either party may thereupon request the Minister of Labour to name the representative and/or the Chairman. The Board of Arbitration will convene and render its decision within fourteen (14) days of the issuance and service of the Joint Industry Committee Memorandum.

6.07 If the dispute cannot be resolved by the Joint Industry Committee, it shall forthwith refer the matter back to the parties. Upon receipt of the report from the Joint Industry Committee, the parties will then refer the matter to Arbitration. Each party will within seven (7) days from the date of the Joint Industry Committee's report name its member to the Arbitration Board. If the members named are unable to agree to a Chairman within seven (7) days, they will then request the Minister of Labour for the Province of Alberta to name such Chairman. The Chairman will be made aware of the commencement dates of these proceedings and will so arrange his hearings and meetings in order to render a decision before the expiration of the ninety (90) days referred to in 6.03 or prior to the commencement of the installation. The decision of the Board will be final and binding.

6.08 It is understood and agreed that in the event that it is necessary to extend the above time limits either party may make this request and the extension of time shall be granted by mutual consent. If an extension of time cannot be mutually agreed upon between the parties hereto the dispute may then be referred to the Board of Arbitration as provided above.

6.09 The Board after rendering its decision may be reconvened for the purpose of determining remedial action if either party fails or refuses to carry out the terms of the Board's decision.

6.10 The Employer may serve notice on the Union of an installation within sixty (60) days prior to the installation on minor projects.

6.11 The Joint Industry Committee in determining the matter will consider all decisions of Canadian Joint Industry Committees which may have been rendered.

ARTICLE SEVEN - WAGES

7.01 The hourly wage rate for the Mechanic shall be Forty Dollars and Eighty-Five Cents ($40.85).

Effective May 1, 2008, the hourly wage for the Mechanic shall be Forty-Three Dollars and Thirteen Cents ($43.13).

Effective May 1, 2009, the hourly wage for the Mechanic shall be Forty-Five Dollars and Forty Cents ($45.40).

Effective May 1, 2010, the hourly wage for the Mechanic shall be Forty-Seven Dollars and Fifty-Eight Cents ($47.58).

7.02.01 The wage rate for all employees shall be derived from the Mechanic's hourly wage rate.

7.02.02 Probationary Helper's rate shall equal 55% of the established Mechanic's rate.

7.02.03

(a) The Helper rate shall equal sixty per cent (60%) of the established Mechanic's rate.

(b) The Helper 1 rate shall equal seventy per cent (70%) of the established Mechanic's rate.

(c) The Helper 2 rate shall equal seventy-five per cent (75%) of the established Mechanic's rate.

(d) The Helper 3 rate shall equal eighty per cent (80%) of the established Mechanic's rate.

7.02.04 The Helper who is requested to do the work of a Mechanic shall have a minimum of two (2) years experience in the industry and shall be paid a Mechanic's rate.

7.02.05 Mechanic-in-Charge's rate shall equal 112½% of the Mechanic's rate when the Mechanic is in charge of three (3) or more employees and 115% of the Mechanic's rate when the Mechanic is in charge of eight (8) or more employees and 120% of the Mechanic's rate when the Mechanic is in charge of fifteen (15) or more employees.

7.02.06 Adjuster's rate shall equal 115% of the Mechanic's rate.

7.02.07 Local Representative's (resident mechanic) rate shall equal 112½% of the Mechanic's rate.

7.03 A minimum of one of the Mechanic in Charge rate of pay shall be paid to a mechanic during and until completion of a contract for an installation of a duplex or more units of elevators or escalators.

ARTICLE EIGHT - REPAIR WORK

8.01 Repair work is hereby defined as general repairs on apparatus enumerated in Article Four and Article Five of this Agreement. Repair work shall be exclusively performed by Mechanics and Helpers.

8.02 General repairs are hereby defined as follows:

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

When escalators are prepared and/or disassembled for cleaning, oiling, greasing, adjusting and minor replacement, (minor replacement meaning work requiring one (1) hour or less) the work shall not be classed as repair work.

When escalators are prepared and/or disassembled 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.

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

Refastening or re-aligning guide rails.

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

Rewiring or reinstalling limit switches.

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

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

8.03 An Employer may assign an Elevator Constructor Mechanic without a helper 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 a Union representatives. If the matter is not resolved, then the provisions of the Provincial legislation shall apply.

There shall be no disciplinary action taken against any employee for following safety procedures either legislated, or established by the Employer.

ARTICLE NINE - MAINTENANCE WORK

9.01 Maintenance work or contract service is hereby defined as any contract obtained by an Employer for regular examination or care of apparatus referred to in Article Four and Five for a period of not less than one (1) month. It shall not include those items referred to in Article Nine dealing with repair work. Such maintenance work shall be exclusively performed by members of Local 122 and Local 130.

9.02.01 One Helper to each four (4) Mechanics may be employed. When working alone the Helper will be engaged as follows:

All Helpers - cleaning, oiling, greasing.

Helper 3 - in addition to the above, relamping of hall and car stations and position indicators and hall lanterns and observing operation of equipment.

Otherwise he / she will be under the direct supervision of a mechanic.

9.02.02 If the maintenance contract require a Mechanic and Helper to be in a building at all times during the regular weekly working hours, such Helper shall not be considered as part of the one to four Agreement referred to in the preceding paragraph.

9.03.01 There shall be established an On-Call System for the purpose of dealing with emergency matters or safety problems which may arise outside of regular work hours or regular work days on any type of equipment installed by the Employer.

9.03.02 The Employer may request a Mechanic or Mechanics to be available on Stand-By at a designated Building beyond regular work hours. This request will not extend beyond eighteen hundred (1800) hours.

9.04.01 The employee who is on-call shall be paid for two (2) hours at his regular rate as call time for each regular working day and he shall be paid for three (3) hours at his regular rate as on-call time for each day of Saturday, Sunday or holidays.

9.04.02 On-call time shall be paid on straight-time basis and if the employee is then called back he shall not receive the on-call time but shall then be paid the Call-Back rate as set out in paragraph 9.04.03 herein.

9.04.03 The employee who responds to a Call-Back shall be paid at the overtime rate as set out in Article Twenty-six hereof. The Employee shall receive the applicable overtime rate and travel expenses from home to job, from that job to one (1) or more jobs and then back home.

If the employee returns home and receives subsequent call-backs the above sequence will repeat.

Notwithstanding the above, for all overtime callbacks within the primary, time will be paid within the primary only.

For overtime callbacks outside the primary, time will be paid portal to portal.

9.05 A communication device may be used when the Employee is on the job site and during working hours.

9.06 The Employer shall prepare a stand-by list and a copy will be made available to the Local Union. The method of call shall be in rotation and the Employee is obligated to respond.

ARTICLE TEN - MEMBERSHIP REQUIREMENTS

10.01 All employees covered by this Agreement shall as a condition of employment obtain and maintain membership in Local Union 122 or 130 upon completion of two (2) years in the industry either consecutively or in accumulated time in the industry, over a period not exceeding two and one-half years.

10.02 Subject to Article 11.02.01, an employee who completes his probationary period of six months, worked either consecutively or in an accumulated time in the industry, over a period not exceeding nine months shall be entitled to the full benefits of this Agreement with the exception of membership in the Union.

10.03.01 The Employer agrees to engage all employees through the Local Union office which shall also include new applicants for hire.

10.03.02 In the event that the Local Union is unable to fulfill a request from an Employer for new employees within three (3) working days of such request, then in such event the Employer may recruit such new employees providing that such new employees recruited obtain a referral slip from the Local Union office, which shall be granted by the Local Union.

ARTICLE ELEVEN - TRAINING QUALIFICATION ADVANCEMENT

11.01 The employees hired by the employer shall consist of the following categories, namely:

1. Probationary Helper.
2. Helper.
3. Helper 1
4. Helper 2
5. Helper 3
6. Mechanic
7. Mechanic-in-Charge
8. Local Representative.

11.02 The method of advancement, the status and the required qualifications of each of the above categories is as follows:

11.02.01 Probationary Helper: A newly hired employee without previous experience in the trade shall be designated as Probationary Helper. He shall be at least eighteen (18) years of age, physically fit and possess a high school or 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 shall remain and work as such for a period of six (6) months or periods of employment totaling six (6) months over a period not exceeding nine (9) months.

11.02.02 **(a)** **Helper:** Upon completion of the six (6) month probationary period to the satisfaction of the Employer and the Union, a Probationary Helper shall be classified as a Helper. He shall receive sixty percent (60%) of the mechanic's rate. For further advancement in the industry, he shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Committee.

(b) **Helper 1:** Upon completion of twelve (12) months work in the industry, and successful completion of the courses mentioned in 11.02.02(a), this employee will be classified as a Helper 1. For further advancement in the industry, he shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Committee. He shall receive seventy per cent (70%) of the mechanic's rate and remain in this classification for a further twelve (12) months in the industry.

(c) **Helper 2:** Upon completion of twenty-four (24) months work in the industry, and successful completion of the courses mentioned in 11.02.02(b), this employee will be classified as a Helper 2. For

further advancement in the industry, he shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Committee. He shall receive seventy-five per cent (75%) of the mechanic's rate and remain in this classification for a further twelve (12) months in the industry.

(d) **Helper 3:** Upon completion of thirty-six (36) months work in the industry, and successful completion of the courses mentioned in 11.02.02(c), this employee will be classified as a Helper 3. For further advancement in the industry, he shall be obligated to attend and successfully complete the recognized courses of training as designated by the Local Area Committee. He shall receive eighty per cent (80%) of the mechanic's rate and remain in this classification for a further twelve (12) months in the industry.

11.02.03 **(a)** Upon completion of 4 years total experience in the industry the helper may if he so desires, write the industry national examination as administered by CEIEP. If successful, he shall then be placed on an industry list as a potential mechanic to be granted the formal status of qualified mechanic upon agreement of the Local Area Committee. This determination will be based on the projected employment picture to allow the elevation of these helpers to the mechanics status. Until the helper is elevated to the status of a mechanic, he shall have priority of working as a temporary mechanic over other helpers, at his option, when an employer and the union agree to the need for new temporary mechanics.

(b) Notwithstanding 11.02.03(a), in the event a helper on the industry list works as a temporary mechanic for a period of more than two (2) months, the Employer who he/she is working for may grant him/her the formal status of qualified mechanic.

11.02.04 The examination which the Helper is required to pass shall be those as prescribed by the Canadian Elevator Industry Educational Program and/or the recognized courses of training as designated by the Local Area Committee.

11.02.05 **(a)** Temporary Mechanic: Shall mean the helper who may be elevated to the category of temporary mechanic under agreement of his Employer and the Union representative.

(b) If a helper is elevated to the category of Temporary Mechanic, he may remain as a Temporary Mechanic as long as satisfactory to the Employer and the Union, provided that there are no mechanics unemployed.

11.02.06 If at the completion of five (5) years total experience in the industry, the Helper is unsuccessful in passing the examination, he shall continue in the category of Helper at the rate of pay as set out in Article 7.02.03(d).

11.02.07 If at the completion of six (6) years total experience in the industry, the Helper is unsuccessful in passing the examination, he shall continue in the category of Helper at the rate of pay as set out in Article 7.02.03(b).

11.02.08 A Helper is not obligated to take his examination for a Mechanic at the completion of his fourth (4th) year and may, if he so desires, take his examination at any time upon completion of his sixth (6th) year of total experience in the industry.

11.02.09 An employee who fails to pass an examination during his period of time as a Helper shall be precluded from re-applying for an examination for a period of twelve (12) months.

11.03.01 Mechanic: A Mechanic is that employee who has worked in the industry for minimum period of four (4) years and who has successfully passed the prescribed courses as designated by the Local Area Committee and as set out in the Canadian Elevator Industry Educational Program.

11.03.02 Mechanic-in-Charge: The classification of Mechanic-in-Charge shall be necessary whenever a Mechanic is in charge of three (3) or more employees. He shall not have the power to hire, fire or impose disciplinary measures. When a Mechanic is in charge of eight (8) or more employees, he shall not be required to use the tools nor shall he be assigned a Helper. To be a Mechanic-in-Charge he must, firstly, be a Mechanic and the selection of which Mechanic shall be in charge is at the sole discretion of the Employer.

11.03.03 Local Representative: The classification of a Local Representative shall be the employee assigned the operation of a Branch Office of the Employer. He shall be guaranteed forty (40) hours per week between the hours of 0800 and 1700 hours, Monday to Friday, inclusive, and all wages and fringes shall be as per this Agreement. However, for offices having no clerical assistance, straight time for overtime will be paid if the Local Representative does office work in overtime.

11.03.04 The Local Representative must be a Mechanic and the selection of which Mechanic shall be a Local Representative shall be at the discretion of the Employer.

11.03.05 Any cost in re-locating the residence of this employee shall be borne by the Employer.

11.03.06 The Branch Office must be a bona fide place of business and the Union shall be advised.

11.04 **(a)** The Local Area Committee shall be a parity committee comprised of two (2) representatives from the Local Union and two (2) representatives from the Employers. The primary purpose of the Committee shall be to establish and keep current an agreed upon list of new hire applicants who are fully qualified to perform the work required in the industry, or who have apparent potential for such training. This agreed upon list shall be established and kept current on a non-discriminatory basis. The Committee shall develop policies and procedures designed to attract and retain a competent and stable workforce in the industry.

In the event there are no persons listed pursuant to Article 11.04(a) as persons who have apparent potential for training in the industry

who are available to commence such training, the Employer shall select and recruit any candidates for training required by the Employer.

(b) The Joint Employment Committee shall be a parity committee comprised of three (3) representatives from the Local Union and three (3) representatives from the Employers. The Joint Employment Committee shall deal with industry issues as required by this Agreement, but shall not deal with issues of advancement and education.

11.05 A man with previous allied experience in the elevator industry may be hired as a probationary employee by agreement between the Employer and the Local Union either in the capacity of a Helper with a minimum of two (2) years experience or a Helper with a minimum of three (3) years experience in the industry for a period of six (6) months, he shall then be tested by the Local Area Committee as to his aptitude and ability and, if successful, he shall then be placed in the category of Mechanic. In the event that he is unsuccessful, he shall then be discharged unless the Employer elects to retain him in the category of a Helper of two (2) years experience.

11.06.01 The total number of Helpers employed shall not exceed the number of Mechanics on any one job, excepting on jobs where two teams or more are working, one extra Helper may be employed for the first two teams and an extra Helper for each additional three teams.

11.06.02 The Employer may use as many Helpers as he requires under the direction of a Mechanic in the demolition of old plants and in handling and hoisting material and on foundation work. When removing old and installing new cables on existing elevator installations, the Employer may use two Helpers to one Mechanic.

11.07.01 A Mechanic permanently domiciled and a member in a Local Area, shall have priority of employment over any Mechanic from a sister Local.

11.07.02 A Helper permanently domiciled and a member in a Local Area shall have priority of employment over any other Helper.

11.07.03 In the event that lack of work requires a reduction in the number of Helpers in the employ of an Employer, Helpers shall be laid off in the following order (without regard to seniority):

1. Probationary Helper
2. Helper
3. Helper 1
4. Helper 2
5. Helper 3

11.08 When overtime is required, no employee working on a different job site shall be permitted to bump an employee on that job site for the purpose of working overtime hours.

11.09 When a Helper with more than three (3) years experience is employed as a mechanic on an out-of-town job and the job is more than fifty percent (50%) completed, he may not be bumped by a Mechanic.

11.10.01 Transitional Provisions: Those employees who are presently in the category of Mechanics shall retain this category upon the execution of this agreement.

11.10.02 All Helpers shall retain their years of experience in the industry upon the execution of this Agreement.

11.10.03 All Probationary Helpers hired before the effective date of this Agreement shall not be subject to any lowering of wages.

ARTICLE TWELVE - PAYMENT CONDITIONS

12.01.01 Wages due to employees shall be paid weekly by cash or cheque, or by mutual agreement between the Employer and the Employee, by direct bank deposit on Friday prior to quitting time and not more than seven (7) days wages will be held back.

12.01.02 Pay deduction statements shall be provided to the employee with each pay cheque which shall clearly indicate the employee's name, Social Insurance number, regular hours worked, the regular rate, overtime hours worked and overtime rate, and all travel time arising where applicable. The statement shall also show the following deductions: Income Taxes withheld, Welfare and Pension deductions, Dues deductions and shall show Vacation and Holiday Pay earned.

12.01.03 In the event that the Employer's Payroll and/or accounting Department experience a short work week due to a Holiday, the Employer shall make all necessary arrangements to ensure that the employees receive their pay on schedule.

12.01.04 When an employee is laid off or discharged, all wages, vacation pay and statutory holiday pay will be remitted to the employee within a reasonable time frame, in keeping with the responsible employers' payroll systems and practices. In the event that an employee quits his employment, all monies due to him as above shall be mailed to him within a reasonable time frame, in keeping with the responsible employers' payroll systems and practices.

12.01.05 In the event that the employee does not receive his pay on the scheduled pay day, he shall then be allowed to cash his cheque on Company time.

12.01.06 If the employee who quits or is discharged does not have his pay mailed to him within a reasonable time frame, in keeping with the responsible employers' payroll systems and practices, , as set out above, he shall then be entitled to be paid at the same rate he had been receiving at the time of his termination for such length of time beyond such reasonable time frame.

ARTICLE THIRTEEN - PRIMARY JURISDICTION

13.01 The primary jurisdiction of Local 122, of the City of Edmonton will be a radius of thirty (30) Kilometres from Jasper Avenue and 101st Street. This primary jurisdiction shall be extended as necessary to include the communities of Leduc, Fort Saskatchewan, and Spruce Grove. Any bus fare over one (1) fare each way will be paid for by the Employer. The employee shall not be obligated to provide transportation for the benefit of the Employer. It is to be distinctly understood that the members of Local 122 shall give eight (8) hours work on the job. The secondary jurisdiction of Local 122, Edmonton, shall be that part of the Province of Alberta lying north of the south side of Township 39 and east and west across the Province.

13.02 The primary jurisdiction of Local 130, of the City of Calgary, will be a radius of thirty (30) Kilometres from the Palliser Hotel. Any bus fare over one (1) fare each way will be paid for by the Employer. The employee shall not be obligated to provide transportation for the benefit of the Employer. It is distinctly understood that the members of Local 130 shall give eight (8) hours work on the job. The secondary jurisdiction of Local 130, Calgary, shall be that part of the Province of Alberta lying south of the north side of Township 38 and east and west across the Province.

ARTICLE FOURTEEN - TRAVEL TIME AND EXPENSES

14.01 For work beyond the above primary zone from which men return home daily, travel time shall be paid at the straight rate of pay for the time actually engaged in traveling both ways from a point thirty (30) kilometres (or the perimeter of the primary zone) from 101st Street and Jasper Avenue to the job and return, and transportation should be provided by the Employer.

14.02 For work beyond the above primary zone from which men return home daily, travel time shall be paid at the straight time rate of pay for the time actually engaged in traveling both ways from a point thirty (30) kilometres from the Palliser Hotel to the job and return, and transportation should be provided by the Employer.

14.03 When an employee is on Travel time under this Article and is delayed for reasons beyond his control such as weather conditions or public transportation problems he shall be paid in actual time traveled to a maximum of eight (8) hours in any twenty-four (24) hour period.

14.04 When an employee travels by air, he shall be paid in actual time traveled to a maximum of eight (8) hours in any twenty-four (24) hour period.

14.05 For country work from which the employees do not return home daily, such employees shall be entitled to transportation and traveling time to the job provided that they work fifteen (15) calendar days, or for the duration of the job, if the duration is shorter. Employees shall qualify for return transportation and travel time after thirty (30) calendar days unless laid off

earlier but in which event they shall receive actual travel time and transportation.

14.06 If an employee is discharged for just cause, the Employer shall provide return transportation but not pay travel time.

14.07 When employees are sent to Camp jobs where commercial accommodation is not available, they shall be accommodated in foremen's quarters, where possible. Out of pocket expenses shall be discussed between the Superintendent and Business Agent at least one (1) week prior to the departure to the job.

The parties agree to recognize the Camp Agreement as negotiated between Construction Labour Relations - An Alberta Association and Alberta Provincial Building Trades Council.

14.08 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.

14.09 If at any time it is found that the living allowance provided in 14.08 above is not adequate to cover reasonable expenses, the Employer agrees to increase the amount after discussion between the Superintendent and the Union representative. It is understood and agreed that where expenses fall below the allowance agreed to, the Employer reserves the right to pay only the cost involved.

14.10 If an employee is taken out of the secondary jurisdiction, the terms and conditions of this Agreement shall apply.

ARTICLE FIFTEEN - HOLIDAYS AND VACATION

15.01 The eleven (11) recognized Statutory Holidays shall be: New Year's Day, Family Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and the first Monday in August.

15.02 When a holiday falls on Saturday or Sunday it shall be observed on the next work day(s) following the holiday. No work shall be performed on Holidays except emergency work when safety to lives and property are involved. All work performed on Statutory Holidays shall be paid at the rate of double time.

15.03 Monies for vacation pay will be credited to the employee at the rate of six percent (6%) on total earnings. Monies for statutory Holidays will be credited to the employee at the rate of four percent (4%) on total earnings. Vacation Pay and Statutory Holiday Pay shall be paid weekly.

15.04 Employees shall be allowed a vacation time of three (3) weeks after one (1) year employment or a percentage of three (3) weeks based on the time actually employed in the one (1) year period. Vacation time shall be allowed provided two (2) weeks notice is given except during July and August when two (2) months notice shall be required. Subject to this clause an employee may take more than three (3) weeks vacation.

15.05 Employees must after one (1) full years employment take a minimum of three (3) weeks annual vacation.

15.06 Employees shall be permitted to proceed on vacation according to a time suitable to the Employer and Employee, at any time throughout the year, provided his Employer is not deprived of more than Twenty-five percent (25%) of his Employees..

ARTICLE SIXTEEN - WELFARE PLAN

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

16.02 The Welfare Plan shall be financed by contributions by the Employers and by the Elevator Constructor Mechanics and Helpers Local Union 122 and Local Union 130. The Employer agrees to pay and contribute the applicable hourly contribution for each hour of work performed by all Elevator Constructor Mechanics and Helpers in his employ, in accordance with the Contribution Schedule contained herein. Each Elevator Constructor Mechanic and Helper shall continue to pay and contribute one dollar and forty three cents ($1.43) per hour. Payment of said contributions by the Employers and by the Elevator Constructor Mechanics and Helpers shall be in accordance with the Canadian Elevator Industry Welfare Plan and Declaration of Trust.

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

(a) completed their probationary period as set out in the Collective Agreement.

(b) accumulated and contributed and had contributions made on their behalf by employer(s) for a further nine hundred (900) hours or such other number of hours as the Trustees in their sole discretion may determine from time to time, in a nine (9) month period following completion of their probationary period.

16.03 Provided that, if after the effective date of this Agreement, the Employer or employee contributions to the Welfare Plan, or any part thereof, are deemed by the Trustees of such Plan, after consultation with the Actuary, to be in excess of the amount required to finance such Plan, the Trustees shall

recommend to the parties that such contributions, or part thereof, shall be re-allocated to the Pension Plan as an Employer or employee contribution thereunder.

WELFARE PLAN - EMPLOYER CONTRIBUTION SCHEDULE

Amount per Hour: $1.18

Should the Nationally agreed to contribution for Welfare be increased, the Union (Locals 122 and 130) reserves the right to increase such contributions to the Plan from wages.

16.04 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 cut-off date.

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

ARTICLE SEVENTEEN - PENSION PLAN

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

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

17.03 The Plan of Pension Benefits shall be financed by contributions by the Employers and by the Elevator Constructor Mechanics and Helpers. The Employer agrees to pay and contribute the applicable hourly contribution for each hour of work performed by all Elevator Constructor Mechanics and Helpers in his employ, in accordance with the Contribution Schedule contained herein. Each Elevator Constructor Mechanic and Helper shall continue to pay and contribute one dollar and sixteen cents ($1.16) per hour. Payments of said contributions by Employers and by Elevator Constructor Mechanics and Helpers shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees.

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

17.05 In the event that any excess Employer or employee contributions reallocated pursuant to Article Sixteen hereto shall be received by the Trustees of the Pension Plan, it shall be applied thereto in such as may be determined by the Trustees of such Plan in consultation with the Actuary.

PENSION PLAN - EMPLOYER CONTRIBUTION SCHEDULE

Amount per Hour: $2.25

Should the Nationally agreed to contribution for Pension be increased, the Union (Locals 122 and 130) reserves the right to increase such contributions to the Plan from wages.

17.06 All contributions required by this Article shall be remitted by the employer at the office of the Administrator no later than the 15th day of the month following the cut-off date.

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

ARTICLE EIGHTEEN - EDUCATIONAL FUND

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

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

18.03.01 The Canadian Elevator Industry Educational Program shall be financed by contributions by the Employer(s) and Employees as herein provided. Payment of said contributions shall be in accordance with the Contribution Schedule contained herein and in accordance with the terms and the Declaration of Trust adopted by the Board of Trustees.

EMPLOYER CONTRIBUTION SCHEDULE PER HOUR WORKED	
EMPLOYER CONTRIBUTION	$0.135
EFFECTIVE DECEMBER 1, 2007	$0.185
EMPLOYEE CONTRIBUTION SCHEDULE PER HOUR WORKED	
EMPLOYEE CONTRIBUTION	$0.05
EFFECTIVE DECEMBER 1, 2007	$0.10

18.03.02 Notwithstanding the above contribution amounts, should the Education Fund require additional contributions, the Employer contribution will increase up to $0.25 per hour worked and the Employee contribution will increase up to $0.25 per hour worked

18.04 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 cut-off date.

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

ARTICLE NINETEEN - REPORTING TIME

19.01 Whenever the Elevator Constructor Mechanic or Helper covered by this Agreement reports to work on a service or maintenance job on request of the Employer and there is no work available, except for reasons beyond the control of the Employer, the employee shall receive two (2) hours pay at straight-time rates.

ARTICLE TWENTY - PAYMENT FOR LOST CLOTHING AND TOOLS

20.01 The Employer agrees that he should make every effort to provide a reasonable safe place for tools and clothing and, likewise, the employee recognizes his responsibility to protect company tools. The Employer agrees to reimburse Elevator Constructor Mechanics and Helpers for the tools and clothing lost on the job; the Employer to pay one hundred percent (100%). Claims are limited as follows:

Overcoat	$65.00 (maximum)
Other Clothing	$75.00 (maximum)
Tools	$400.00 (maximum).

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

ARTICLE TWENTY-ONE - UNION REPRESENTATION

21.01 Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, providing that they do not necessarily interfere with the employees or cause them to neglect their work, and further providing that such Union Representative complies with customers' safety and security regulations. The Union Representative shall, before proceeding about his business, notify the senior representative of the Employer on the job of his presence. In restricted areas the Employer shall

where possible obtain for the Union Representative the necessary pass or permission to enter the restricted area.

21.02 Where in the opinion of the Local Union a Job Steward is deemed necessary, the Steward shall be either a working Helper or Mechanic appointed by the Business Manager of the Union or his representative, who shall in addition to his work as a Helper and/or Mechanic perform during working hours with the permission of his supervisor such of his Union duties as cannot be performed at other times.

21.03 It is understood and agreed that the Steward's duties do not include any matters relating to referral, hiring and termination. The Local Union shall notify the Employer and/or his Job Superintendent by letter of the name of the Job Steward to see that the provisions of this Agreement are complied with and report any infractions to the Local Union.

ARTICLE TWENTY-TWO - GRIEVANCE PROCEDURE

22.01 It is the desire of all parties to this Agreement that complaints of the Employees or Employer regarding alleged violations of this Agreement shall be adjusted as quickly as possible.

Any matter arising out of the interpretation or administration of this Agreement may constitute a grievance and shall be settled in accordance with this Article. Such matters constituting a grievance must be processed as per step no. 1 (excepting Employer grievances which may be directly referred by the Employer to the business agent at step no. 2) herein, within twenty-five (25) working days of the initial occurrence of the event giving rise to the grievance. In this Article time limits may be extended by mutual agreement.

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

In the event a grievance arises out of termination, such grievance must be filed within five (5) days of the date of termination.

22.01.01 **Step One**

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

If desired, an employee may be assisted and represented by the union when presenting a complaint.

22.01.02 **Step Two**

Should the Employer and the business agent fail to settle the grievance within seven (7) working days (in the case of a Union grievance, the seven

(7) working days shall be from the time of notification to the superintendent as provided in steps 1 and 2), it shall be produced in writing and referred to the National Elevator & Escalator Association, representatives of which shall meet with the Union Grievance Committee within five (5) working days of the date of receipt of the grievance.

22.02 In the event that the matter cannot be resolved by the Joint Employment Committee within seven (7) days, the dispute shall then be submitted to the National Joint Industry Committee. For this purpose the National Joint Industry Committee shall consist of six (6) members, three (3) of whom shall be designated by the National Elevator and Escalator Association and three (3) of whom shall be designated by the International Union of Elevator Constructors. The National Joint Industry Committee shall within fourteen (14) days of receiving written notice of the unresolved dispute or grievance meet to resolve the same. A decision reached shall be binding upon both parties.

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

22.04 The grievance shall not be carried further unless within five (5) working days of the meeting referred to in step 2 hereof, either party submits the grievance to arbitration as provided herein.

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

ARTICLE TWENTY-THREE - ARBITRATION

23.01 When either party requests that a complaint as to violation of this agreement be submitted to arbitration, it shall make such a request in writing addressed to the other party of this Agreement. The parties then shall have ten (10) working days to agree upon an arbitrator, or panel of arbitrators, and failing agreement, one may be appointed by the Minister of Labour on the application of either party.

23.02 The arbitrator, or panel of arbitrators, shall hold a hearing within ten (10) working days after the grievance has been submitted and shall render a decision to the parties within ten (10) working days after the completion of the hearing.

23.03 The arbitrator, or panel of arbitrators, shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to recommend alterations, modifications or amendments to any part of this Agreement.

23.04 The decision of the arbitrator, or majority decision of the panel of arbitrators, shall be final and binding on the parties hereto.

23.05 Any grievance may be referred directly to arbitration without going through regular grievance procedure, providing both parties to this Agreement consent to such action.

23.06 Each of the parties hereto will jointly bear the expenses of the arbitrator or panel of arbitrators.

ARTICLE TWENTY-FOUR - JOB SECURITY & EMPLOYMENT STANDARDS

24.01 Every employee shall be entitled to leave of absence without pay for the following reasons:

24.01.01 Illness or accident for a period or periods of up to six (6) months.

24.01.02 Serious accidents involving a member of his immediate family or the birth of a child for a period of three (3) days.

24.01.03 The death of a member of the employee's immediate family.

24.02 In the event that the employee is called upon to testify before a Court of Law, the Board of Industrial Relations, Unemployment Insurance Commission and an Arbitration Board. If the employee is called as a witness on behalf of the Employer, he shall receive full days wages for such attendance.

24.03 The Employer will at the request of the Union grant leave of absence without pay to the employee elected by the Union to attend a duly called convention or other legitimate Union business.

24.04 When an employee is laid off, the Employer must, within a reasonable time frame, in keeping with the responsible employers' payroll systems and practices, return to him all wages due to him and his Unemployment Insurance documents, transfer slips or all relevant material. In the event that the Employer fails to comply with the above, then the employee shall be entitled to receive two (2) hours pay extra for each additional days' delay.

24.05 Employees shall be entitled to a rest period of fifteen (15) minutes without loss of pay during the forenoon of the working day and the mid-afternoon of the working day. The employee shall also be entitled to a rest period of fifteen (15) minutes without loss of pay in the middle of the overtime period of four (4) hours.

24.06 Attendance at company lectures, outside of normal working hours, shall be voluntary and no punitive measures shall be exercised against the employee who refuses to attend such lectures. The availability of company lectures shall be equal to all employees.

24.07 When employees are required to work more than two (2) hours beyond the regular work day on unscheduled overtime, the Employer will provide a hot

meal at no cost to the employee. Such meal is to be consumed on the employees own time.

24.08 Employees will be provided with protective clothing when working on escalator clean down.

24.09 The employer will endeavour to provide suitable accommodation for employees in which they may eat their lunches which accommodation shall be heated in inclement weather.

The employer will request the general contractor or other responsible party to provide adequate sanitary facilities on the job. Which shall include modern flush toilets and wash basins as soon as job conditions permit.

24.10 There shall be a Safety Committee established in accordance with the Occupational Health and Safety legislation and regulation in the Province. A copy of the minutes of meetings of the Safety Committee shall be forwarded to the Union.

24.11 It is agreed and understood that the Union, in conjunction with the Employers' Representative or the 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.

ARTICLE TWENTY-FIVE - HOURS OF WORK

25.01.01 It is agreed that the hours of work for maintenance and repair shall consist of eight (8) hours, normally worked between 8 a.m. and 5 p.m., five (5) days per week, Monday to Friday inclusive.

25.01.02 Notwithstanding 25.01.01, the regular hours of work for maintenance and repair may be scheduled during any eight (8) consecutive hours (exclusive of meal breaks) between 6:00 a.m. and 8:00 p.m.

25.02 Any work performed on Sundays or holidays shall be paid for at the rate of double time (2X).

25.03 Work assignments will be for a minimum duration of two (2) regular work weeks, Monday to Friday inclusive, with at least one week's notice. All other times outside of these hours shall be paid at the rate of one and one half (1½ x's) the regular rate for maintenance and two times (2 x's) the regular rate for repair.

ARTICLE TWENTY-SIX - UNION DUES

26.01 All Employees, upon commencing to work for an Employer, shall make arrangements to pay their monthly dues, fees and assessments, as required by the Local Union.

26.02 Such arrangements shall be either by personal payment or check-off. The Employer agrees to deduct an amount equivalent to Union dues from the wages of employees who give a written authorization to the employer to make such deductions.

26.03 Such deductions shall be forwarded to the Financial Secretary-Treasurer of the local Union not later than the fifteenth (15th) day of the month following the month for which such deductions were made. Such remittance shall be accompanied by a statement of the names of the Employees from whom such monies have been deducted.

ARTICLE TWENTY-SEVEN - TERMINATION OF THE AGREEMENT

27.01 This agreement shall become effective on the 17th day of May, A.D. 2007 and shall terminate on the 30th day of April, A.D. 2011.

27.02 Either party to the collective agreement, may not less than 30 days and not more than 90 days preceding the expiry of the term of the collective agreement or within such longer period as may be provided for in the collective agreement, by notice in writing, require the other party to the collective agreement to commence collective bargaining.

Signed this _____ day of _____, 2008 by:

For National Elevator & Escalator Association

_____
Andrew Reistetter, Executive Director, National Elevator & Escalator Association

For International Union of Elevator Constructors, Locals 122 and 130

_____
R. MacInnis, Business Representative, Local 122

_____
Mike Conkin, Business Representative, Local 130

_____
D. Coalmer, on behalf of the International Union of Elevator Constructors

Committee Members:

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Committee Members:

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Letter of Understanding

Between

NATIONAL ELEVATOR & ESCALATOR ASSOCIATION

on behalf of those employers who are listed in Schedule 1 attached to the Collective Agreement, or who agree to be bound hereby

- and -

THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
Local 122 Edmonton, and Local 130 Calgary, Alberta

In the interest of the industry and its customers, all parties to this Agreement shall strive to their utmost to maintain the highest health, safety and security standards and, to that end, all the parties agree to cooperate in respect to testing for illegal drugs and alcohol and security checks that may be required by our customers.

Signed this _____ day of _____, 2008 by:

For National Elevator & Escalator Association

_____
Andrew Reistetter, Executive Director, National Elevator & Escalator Association

For International Union of Elevator Constructors, Locals 122 and 130

_____
R. MacInnis, Business Representative, Local 122

_____
Mike Conkin, Business Representative, Local 130

_____
D. Coalmer, on behalf of the International Union of Elevator Constructors

SCHEDULE 1

Kone Inc.

Otis Canada Inc.

ThyssenKrupp Elevator (Canada) Limited