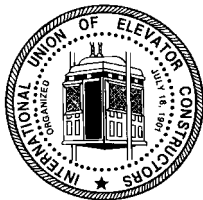


STANDARD AGREEMENT

*July 9, 1997 to
July 8, 2002*

INTERNATIONAL UNION
————— of —————
ELEVATOR CONSTRUCTORS



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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 neuter gender in all situations where they would so apply.

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STANDARD AGREEMENT

This Agreement, made this Ninth day of July, 1997, by and between the NATIONAL ELEVATOR INDUSTRY, INC. (hereinafter referred to as NEII and its members as the “Employer”), and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS (hereinafter referred to as the “Union”), for the purpose of establishing harmonious relations and facilitating peaceful adjustment of wage schedules and working conditions.

ARTICLE I

Parties to the Agreement

THE NATIONAL ELEVATOR INDUSTRY, INC. is authorized and empowered to negotiate and execute this Agreement for and on behalf of its members, and a list of the names of the members authorizing NEII to execute this Agreement is attached hereto and made a part hereof. The INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS makes this Agreement for and on behalf of its affiliated local unions and a list of the local unions for which the International negotiates and executes this Agreement is attached hereto and made a part hereof.

ARTICLE II

Recognition Clause

Par. 1. The Employer recognizes the Union as the exclusive bargaining representative for all Elevator Constructor Mechanics and Elevator Constructor Helpers (hereinafter referred to sometimes as “Mechanics” and “Helpers”) in the employ of the Employer engaged in the installation, repair, modernization, maintenance and servicing of all equipment referred to in Article IV, Par. 2 and Article IV (A).

Par. 2. The Union recognizes that it is the responsibility of the Employer in the interest of the purchaser, the Employer’s company and its employees to maintain the highest degree of operating efficiency and to continue technical development to obtain better quality, reliability, and cost of its product provided, however, that this provision is not intended to affect the work jurisdiction specified in Article IV and other Articles of the Agreement.

ARTICLE III

Membership Requirements

Par. 1. All Mechanics and Helpers covered by this Agreement shall, as a condition of em-

ployment obtain and maintain membership in a local union of the International Union of Elevator Constructors on and after the thirtieth (30th) day following the beginning of their employment or the date this Article becomes effective, whichever is later.

Par. 2. The Employers shall be obligated under this Article, after it becomes effective as above provided, to terminate the employment of any employee who fails to obtain or maintain membership in a local union as required by this Article, upon receipt of a written request for such termination from his local union; except that the Employers shall have the right to refuse such request if they have reasonable grounds for believing (1) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or (2) that membership has been denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Par. 3. Employees working in any state which prohibits the execution or application of Agreements requiring membership in a labor organization as a condition of employment have the right to join or refrain from

joining the International Union of Elevator Constructors. Employees who decide not to join the Union, however, and who are covered by this Agreement shall, as a condition of employment, be required to pay a monthly service fee to the Union. The service fee shall be the employees prorata share of costs of collective bargaining and the handling of grievances and arbitrations. The service fee shall not include any prorata share of costs of items other than collective bargaining and handling of grievances and arbitrations, and under no circumstances will the service fee be used by the Union for any purpose other than to meet the expenses of collective bargaining and handling of grievances and arbitrations.

On and after the thirtieth (30th) day following the date of this Agreement or on and after the thirtieth (30th) day following the date of commencement of employment by an employee, whichever is later, regular tendering of the service fee shall be a condition of employment, subject to the rights of employees and obligations of parties under the law.

Service fees shall be payable on or before the first day of each month.

Par. 4. All of the provisions of this Article shall be effective to the extent permitted by applicable law.

ARTICLE IV

Work Jurisdiction

Par. 1. It is agreed by the parties to this Agreement that all work specified in Article IV 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 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 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 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.

(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 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.

(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 all guide rails.

(f) The installation of all grating under the control of the Employer. The installation of all 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 temporary 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 jobsite. The wiring and piping to and between multiple hydraulic power units shall be performed at the jobsite.

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

(v) Landing door entrances.

Par. 3.

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

(1) Temporary 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 jobsite in connection therewith shall be performed exclusively by Elevator Constructor Mechanics and Helpers.

(2) Residence elevators

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.

(3) Dumbwaiters

(4) Dock elevators

(5) Parking garage elevators (such as Bowser, Pigeon Hole or similar types of elevators)

(6) Apartment House elevators

Apartment house elevators shall mean an elevator installed in a multi-unit, multi-family structure, (excluding condominiums) but not to exceed three (3) stories in height (i.e. 35 ft.) and the elevator shall not make more than three (3) stops nor exceed a capacity of 2500 lbs.

(7) Preassembled plug connectors may be used to interconnect solid state components of the elevator systems (solid state to solid state only), and to connect any component in and on the car (excluding traveling cable).

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.

(8) Landing door entrance assemblies which will be limited to struts, sills, headers, frames and associated hardware for installation purposes; door header including tracks, hangers, and all relating devices (adjusting and aligning to be done in the field).

(9) Limited Use/Limited Access Elevators which shall mean elevators described under the scope of Limited Use/Limited Access Elevators as defined in A.S.M.E. A17.1. Limited Use/Limited Access Elevators and residence elevators may be installed in the most economical fashion provided there is no factor of safety involved. Elevator Constructor Mechanics and Helpers shall perform all work that is to be done at the job-site.

(10) Stairway chair lifts and wheelchair lifts shall be installed in the most economical fashion by a mechanic, or a mechanic and helper, provided there is no factor of safety involved.

(11) Car top inspection station which may

only include pre-wired service light, gate switch, and inspection station.

(a) Pre-wired canopies with lights and fans.

Par. 3(b). It is understood and agreed that the preassembly and/or prefabrication of electric walks, Trav-o-lators®, speed ramps or similar type of moving walks, (limited to 15° incline per ANSI 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 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.

Par. 4.

(a) It is agreed that when sinking, drilling, boring or digging cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, the Employers shall employ Elevator

Constructor Mechanics and Elevator Constructor Helpers.

(b) 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 Employers 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.

(c) 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.

(d) 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.

(e) Any Employer that violates the requirement defined in Par. (d) shall be assessed and pay as liquidated damages a sum equal to double the total compensation of the

Elevator Constructor Mechanic in the area for the number of hours an Elevator Constructor Mechanic should have been on the job and was not on the job in the sinking, drilling, boring or digging the cylinder well. This liquidated damage shall be paid by the Employer to the said jointly administered trust fund.

In the case of a second offense, the liquidated damages shall be computed on the same basis as the first offense, except that the amount shall be tripled instead of doubled; for the third and subsequent offenses during the term of this Agreement, the liquidated damages shall be \$500 more than the second offense.

The NEII Labor Zones shall constitute separate areas for the counting of repeated violations by an Employer and only violations by the same Employer in the same Labor Zone shall be counted for the purpose of imposing graduated penalties.

(f) Should a work stoppage or strike occur because of a dispute over the application or interpretation of this paragraph none of the foregoing penalties will be imposed.

Par. 5.

(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 (a) is confined to machines, controllers, generators, trusses, or sections of trusses, plungers and cylinders. (Where multiple sections of cylinders and plungers are used, they shall be connected in the field by Elevator Constructors.)

(b) Where conditions are such that the following heavy material can be hoisted up the hoistway, it shall be hoisted by the Elevator Constructors. Where conditions are such that the following heavy material cannot be hoisted up the hoistway, it can be hoisted with a crane under the supervision of Elevator Constructors. Heavy material under subparagraph (b) is confined to beams, sheaves, bundles of rails and preassembled landing door entrances.

(c) The above heavy material in subparagraphs (a) and (b) shall be hoisted separately with the exception of plungers and cylinders, rails, beams, preassembled landing door entrances and where conditions warrant machines with beams, which may be hoisted together.

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

Par. 6. The wrecking or dismantling of elevator plants shall be performed by Elevator Constructor Mechanics and Elevator Con-

structor Helpers. It is understood and agreed that the Union reserves the right to refuse to install any new elevators in any plant where the wrecking or dismantling of the old elevator plant has been done by other than Elevator Constructor Mechanics and Elevator Constructor Helpers. Before the local union shall refuse to install a new elevator, such action must be first approved by the International. 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. 7. 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. 8. Inserts and/or bond blocks are to be set by Elevator Constructor Mechanics in the primary jurisdictions of local unions at the option of the Employers. Inserts may be set by others outside of the primary jurisdictions of local unions where a full day's work cannot be provided.

Par. 9. No restrictions shall be imposed as to methods, tools, or equipment used.

Par. 10. It is agreed that the work specified in Article IV has always been performed exclu-

sively by Elevator Constructor Mechanics and Helpers in the employ of the Employer at the site of the installation. It is agreed that effective July 9, 1977, the work specified in Article IV that is performed exclusively by Elevator Constructor Mechanics and Helpers may be performed at the site of the installation or at another assembly point provided that (1) the assembly point is not in or adjacent to an Employer's manufacturing facility, (2) the assembly point is within the primary or secondary jurisdiction of the local union in whose jurisdiction the site of installation is located, and (3) the work is performed by Elevator Constructor Mechanics and Helpers of the local union in whose jurisdiction the site of installation is located. If the site of installation is located outside the jurisdiction of a local union (in open territory), it is agreed that (1) the assembly point must be within twenty-five (25) miles of the site of installation, (2) the assembly point is not in or adjacent to an Employer's manufacturing facility, and (3) the work is performed by Elevator Constructor Mechanics and Helpers from the local union who ordinarily perform work for the Employer in the vicinity of the site of the installation. The unloading and handling of all equipment coming under the jurisdiction of the Elevator Constructor at an assembly point shall be performed in accordance with Par. 2(a) of this Article.

Par. 11.

(a) The Joint Industry Committee consisting of six (6) members, three (3) designated by the Employers (National Elevator Industry, Inc.) and three (3) designated by the Union (International Union of Elevator Constructors), established by a joint resolution adopted during the week of October 28, 1963, is hereby recognized and continued for the term of this Standard Agreement. The decisions of this Joint Industry Committee shall be binding on all parties during the term of this Standard Agreement. Decisions heretofore made and to be made will be annexed to the Standard Agreement as Appendix A.

(b) The NEII Labor Committee will designate the Employer members of the Committee and the International President shall designate the Union members of the Committee. Each party may change its representation on the Committee from time to time.

(c) All differences and disputes concerning Article IV or Article IV(A) shall be settled locally between the local union and the Employer. In the event the matter cannot be settled promptly on a local basis then the matter shall be promptly referred to the appropriate Regional Director of the IUEC and the appropriate designated Area Chairman of NEII or NEII's designated representative to investigate and resolve. In the

event the matter cannot be settled at that level within seventy two (72) hours after the difference or dispute has been submitted to the aforesaid representatives of the IUEC and NEII, exclusive of Saturday, Sunday or a Holiday, the matter may be submitted by either NEII or the IUEC to the Joint Industry Committee. Within seven (7) calendar days after such submission, the Joint Industry Committee shall meet. If within five (5) calendar days thereafter the Committee is unable to reach a decision or is deadlocked, then either NEII or the IUEC may submit the question or dispute to an Impartial Arbitrator as provided in Article XV.

(d) While any question or dispute pertaining to Article IV or Article IV(A) is being processed the Employer, where possible, shall assign the employees work other than the work in dispute. Where the work has progressed to a point where it is not possible to perform work other than the work in dispute, then the employee shall perform the disputed work pending final resolution as provided herein.

(e) Where there has been a binding decision of the Joint Industry Committee or an award of an arbitrator and an Employer who was not a party to the decision or award at some future date and under the same factual situation fails to comply with said decision or award, then the dispute may be submitted

by either party directly to an Impartial Arbitrator provided for in Article XV. Pending final resolution, the provisions of subparagraph (d) above shall apply.

Where there has been a binding decision of the Joint Industry Committee or an award of an arbitrator, and the Employer involved therein fails to comply with such decision or award, then the remedy of the IUEC shall be a civil suit to enforce the decision or award.

ARTICLE IV(A)

Systems, Modular and Industrial Structures

Par. 1. 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 General Presi-

dent 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 jobsite, members of the local covering the permanent jobsite 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 as outlined in the latest "Green Book" or "Plan for Settling Jurisdictional Disputes" or its successor as approved by the Building & Construction Trades Dept., AFL-CIO.

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 traveling cables to either car, controller or half-way junction box. The connections to be prepared and/ or made at both ends of 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.

(n) The installation and aligning of all pistons and cylinders on hydraulic elevators.

(o) Landing door entrances.

Unloading, handling, hoisting and lowering of material covered in (a) through (o) 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 IV.

ARTICLE V

Wages

Par. 1. The rate of wages to be paid to Elevator Constructor Mechanics and Helpers shall be determined in accordance with the following:

Effective one (1) year after the date of a given Local's last wage rate increase in accordance with the 1992-1997 collective bargaining agreement there shall be a gross increase to their existing wages according to the following schedule:

1st Year Gross Increase	\$1.25
2nd Year Gross Increase	\$1.15
3rd Year Gross Increase	\$1.15
4th Year Gross Increase	\$1.15
5th Year Gross Increase	\$1.15

Par. 2. Subtracted from the gross increase shall be the credits agreed upon in Paragraph 3, below. The remainder shall be the wage rate increase for the Elevator Constructor Mechanics in that Local.

Par. 3. The amount of the credits for wage rate increases after July 8, 1997 shall be as follows:

Wage Rate Change	Amount of Credit	Total Package
1st Anniversary Date	\$0.335	\$6.455
2nd Anniversary Date	\$0.27	\$6.725
3rd Anniversary Date	\$0.26	\$6.985
4th Anniversary Date	\$0.26	\$7.245
5th Anniversary Date	\$0.26	\$7.505

The above amounts may be increased or decreased after the effective date of this Agreement by whatever different amounts, if any, NEII and the Union may agree are necessary to fund the Health Plan, the Pension Plan, and the Educational Fund pursuant to the procedures specified in Articles XVII, XVIII, and XIX. Any additions to or subtractions from the above credits will be added to or subtracted from the mechanic's rate accordingly.

Par. 4. The wage rate for Elevator Constructor Helpers shall be seventy (70) per cent of the Elevator Constructor Mechanic's rate. The wage rate and effective date of increase for Probationary Helpers shall be fifty (50) per cent of the Elevator Constructor Mechanic's rate for the first six (6) months worked in any nine (9) month period, as de-

fined in Article X, Par. 3., after which the wage rate is to be seventy (70) per cent of the Elevator Constructor Mechanic's rate.

Par. 5. When four (4) or more men, including the Elevator Constructor Mechanic-in-Charge, are employed on new construction or modernization jobs, the Elevator Constructor Mechanic-in-Charge of the job shall have his hourly rate increased twelve and one-half (12-1/2) per cent for all hours worked.

Par. 6. The wage rate of a given Local shall continue as long as satisfactory to both parties, but no change in the wage rate shall be made more often than twelve (12) months.

Par. 7. The gross increases set out in this Article shall apply to all Elevator Constructor Mechanics and Elevator Constructor Helpers engaged in construction, repair, modernization, and contract service work, as defined and covered in this Agreement.

ARTICLE VI

Holidays

Par. 1. The following shall be designated as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving

Day, and Christmas Day.

Par. 2. In addition, each local may retain established unpaid holidays already agreed upon by past procedure or observed by local building trades councils or declared by State or National Governments. Any new Federal holidays such as President's Day, Columbus Day, and Veterans' Day are not to be considered as paid or unpaid holidays unless previously celebrated by the parties to this Agreement.

Par. 3. To be eligible for a paid holiday, an employee must have been on the Employer's payroll within the calendar week, Sunday to Saturday inclusive, previous to the week in which the holiday occurs. "On the payroll" means that an employee must have performed actual work or have been on an authorized paid vacation. If an employee desires to extend his vacation beyond the earned paid vacation period, such extension of that time shall not be considered as "on the payroll."

Par. 4. The holiday provisions of this Article shall apply to all Elevator Constructor Mechanics and Elevator Constructor Helpers engaged in construction, repair, modernization and contract service work as defined and covered in this Agreement.

Par. 5. Eligible employees shall be paid for the regular work day and the paid holidays enumerated in Par. 1 at the regular straight time rate of the classification worked prior to the observance of the holiday. The rate of pay for all work performed on paid holidays shall be at two times (2X) the single time rate of pay in addition to the holiday pay. Any unpaid holidays observed as provided in Par. 2 shall be without pay, but if worked shall be at the specified overtime rate. No work except emergency work shall be performed on any holiday.

Par. 6. When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

Par. 7. An Employer shall not lay off or terminate an employee to circumvent holiday pay as provided herein.

Par. 8. Employees who work on a holiday that falls on a Saturday or Sunday and that holiday is observed on a Friday or Monday, respectively, shall be paid at the specified overtime rates for work performed on Saturdays or Sundays. (i.e.: If July 4th falls on Saturday it will be celebrated on Friday, July 3rd. Work performed on July 3rd will be double time (2X) and work performed on July 4th will be paid at the specified overtime rate.)

ARTICLE VII

Construction Work

Par. 1. Construction work is hereby defined as erecting and assembling of apparatus as enumerated in Article IV and Article IV(A) of this Agreement, except general repairs and modernization as defined in Article VIII and Article VIII(A). It is hereby agreed that all Construction Work as above defined shall be performed exclusively by Mechanics and Helpers.

Par. 2. It is agreed that the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M., and 5 P.M., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual Agreement as provided in Article XXVI.) If the general contractor shuts down operations on a day not recognized as a holiday under this Agreement, the company shall make every effort to place the affected employees on other work for that day.

Par. 3. Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Fri-

day, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

Par. 4. When any four (4) of the following seven (7) Atlantic City Formula trades [(1) Bricklayers, (2) Plasterers, (3) Carpenters, (4) Electricians, (5) Sheet Metal Workers, (6) Plumbers and Steamfitters, and (7) Ironworkers] obtain a six (6) hour day, the Union shall work a six (6) hour day, the working day to be between the hours of 6 A.M. and 5 P.M. When sufficient Mechanics and Helpers are not available, an eight (8) hour day shall be worked.

Whenever a local union obtains a six (6) hour day under this paragraph, the local union and Employers shall bargain as to the hours and overtime rates to be applied on the six (6) hour day.

Par. 5.

(a) When a majority of the Atlantic City Formula trades listed in Par. 4. above, on a job work a shift or shifts following the day shift, the Company may work the following shifts. However, trades who perform the work as per their regular overtime rates shall not be considered as shift work.

(b) It is agreed that the "Day Shift" shall consist of eight (8) hours between 8 A.M. and 4:30 P.M., five (5) days per week, Monday through Friday, inclusive.

(c) The shift following the "Day Shift" shall work 7 1/2 hours between the hours of 4:30 P.M. and 12:30 A.M. and shall receive eight (8) hours pay plus an additional 10% per hour. The shift preceding the "Day Shift" shall work seven (7) hours between the hours of 12:30 A.M. and 8 A.M. and receive eight (8) hours pay plus an additional 15% per hour.

Any and all work during hours other than the established hours for any one of the three shifts shall be paid at double the hourly wage rate including any premium rate of the assigned shift.

(1) When an employee is called in prior to the regular starting time for his shift or he works beyond the regular quitting time of his shift, he shall receive double the hourly wage rate of his assigned shift for all hours in excess of the established hours for his shift.

(2) When an employee is required to work hours that are not continuous with the established hours for his assigned shift he shall be paid for such hours at double the hourly wage rate of his assigned shift or double the hourly wage rate of the shift on which such excess hours are performed whichever rate is higher.

(3) When an Employer assigns an employee to a shift the employee shall work that shift a minimum of five (5) consecutive days. However, should an Employer reas-

sign an employee to another shift prior to working five (5) consecutive days, or within twenty-four (24) hours of completing a shift, the employee shall receive the applicable overtime rate of the new shift he is assigned to for the first day only or the applicable overtime rate of the shift to which he had previously been assigned, whichever is higher, thereafter the employee shall receive the applicable rates for the new shift to which he is assigned. An employee who requests a shift reassignment and is reassigned as outlined herein, shall receive the applicable rates for the new shift to which he is assigned at single time only.

(4) When an employee has performed work on another job and he is directed to work on a shift job within twenty-four (24) hours after completing work on the other job, he shall receive the applicable overtime rate of his prior job or the applicable overtime rate of the shift to which he is assigned whichever rate is higher.

(d) Any work performed on Saturday, Sunday, Holiday shall be paid at double the hourly wage rate of the applicable shift including any premium rate.

(e) In the case of the second and third shifts and for the purpose of fringe benefit computations, each employee who works a full shift shall be considered to have worked eight (8) hours.

(f) The working hours set forth in Par. 3 and Par. 4 above may be changed by mutual agreement as provided in Article XXVI.

ARTICLE VIII

Repair Work

Par. 1. Repair Work is hereby defined as general repairs on apparatus enumerated in Article IV and Article IV(A) of this Agreement. Repair work shall be exclusively performed by Mechanics and Helpers.

Par. 2. General repairs are hereby defined as follows:

Team repairs:

Renewal of all ropes.

Renewal of brake linings (except small machines).

Shortening of all hoisting and counterweight cables.

Replacement of any traveling cable exceeding 50 feet in length.

Safety test where test weights are required.

Replacement of crosshead, counterweight or deflector sheave bearings.

Rescoring of sheaves or drums.

Replacement of worm and gears.

Rebabbitting of bearings.

Hydraulic repair work except cleaning, oiling, greasing, belts, small valves, adjusting and one man pressure relief valve test performed in accordance with Appendix A, item 22.

Adjusting or readjusting using test weights.

Realigning guide rails.

Replacing crossheads, stiles, safeties or equalizers.

Hoistway door closers with hydraulic or pneumatic checks.

One man repairs:

Replacement of door hangers (except for freight bi-parting doors).

All door closer work (except for freight bi-parting doors).

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

Refastening guide rails.

Replacing or repairing car floor covering.

Rewiring or reinstalling limit switches.

Replacing automatic rail or track oilers.

The following shall be considered one man repairs provided there is no factor of safety involved:

Resident elevators as described in the A.S.M.E. A17.1 code.

Installing sound isolation.

Armature repairs.
Escalator repairs.
Renewing of car shoes or roller guides.
Repairs to cab or car gate.
Renewal of motor bearings.
Replacing thrust bearings.
Rewiring controllers.

Installation and/or replacement of the following (except when the completion of such work requires more than eight (8) hours, excluding travel time, it shall be performed by a team):

Proximity devices (door protection only).

Emergency lighting (battery chargers and lights).

Braille Plates.

Telephones/Communication devices (with existing wiring and box in place).

Fixture cover plates (no wiring).

Key switches/Security devices (with existing wiring, excluding full Fireman's Service Operation).

Control wiring changes (minor changes).

Fixture replacement (in existing locations only).

Replacement of relays, timers, or mechanical devices with solid state devices and circuitry.

The replacement of equipment on existing elevator installations.

Other repair work assignments not listed

above may be one man assignments providing there is no factor of safety involved.

Par. 3. When escalators are prepared and/or dis-assembled for cleaning, oiling, greasing, adjusting and minor replacement, (minor replacement meaning work requiring one (1) hour or less), the work shall not be classed as repair work.

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

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

Par. 4. When men who are employed on contract service work perform any of the repair work listed above during hours other than between 6 A.M. and 6 P.M., Monday to Friday, inclusive, it shall be paid for at double the rate of single time. (Exception: employees performing one man repair while on callbacks shall be paid at 1.7x the rate of single time).

Par. 5. It is agreed the regular working day shall consist of eight (8) hours worked consecutively, with an unpaid lunch period, be-

tween 6 A.M. and 6 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 VIII(A)

Modernization Work

Par. 1. Modernization work is hereby defined as any and all work performed on apparatus enumerated in Article IV and Article IV(A) in any existing or occupied building, to bring equipment up to date, including general repairs which are a part of a modernization job. Installations in existing unused hoistway shall also be considered modernization work when such installations are to be part of an existing group. However, a job in which both the machine is changed out and the rails are removed, or the machine is converted to a different type (e.g., hydro to traction, traction to hydro) and new rails are installed shall be construction work. An escalator modernization shall be defined as the replacement of any or all components except the truss including general repairs which may be a part of a modernization job. Any other general repairs and contract service work shall be excluded from this Article.

Modernization work shall be exclusively performed by Elevator Constructor Mechanics and Elevator Constructor Helpers.

Par. 2. It is agreed the regular work day shall consist of eight (8) hours worked consecutively with an unpaid lunch period 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 (except as noted in Paragraphs 3 through 9 below - Shift Work).

Par. 3. Upon notification to the Local Business Representative or to the Regional Director, if the modernization job is outside the jurisdiction of a local union, the Employer may establish shift work. Shift work shall not be permitted except in cases where at least two (2) shifts per day are established for at least five (5) or more consecutive days including Saturday, Sunday, or Holiday when worked. One of the shifts must be the "Day Shift" as defined in Par. 4 below. When special circumstances exist, such as production or operation needs of the customer, a second and/or third shift may be worked without any day shift when the Employer and the Local Business Representative or Regional Director, if the modernization job is outside the jurisdiction of the local union, have mutually agreed that one of the two (2) shifts

does not have to be the “Day Shift.”

Par. 4. It is agreed that the “Day Shift” shall consist of eight (8) hours between 8 A.M. and 4:30 P.M., five (5) days per week, Monday through Friday, inclusive.

Par. 5. The shift following the “Day Shift” shall work 7-1/2 hours between the hours of 4:30 P.M. and 12:30 A.M. and shall receive eight (8) hours pay plus an additional 10% per hour. The shift preceding the “Day Shift” shall work seven (7) hours between the hours 12:30 A.M. and 8 A.M. and shall receive eight (8) hours pay plus an additional 15% per hour.

Par. 6. Any and all work during hours other than the established hours for any one of the three shifts shall be paid at double the hourly wage rate including any premium rate of the assigned shift.

(a) When an employee is called in prior to the regular starting time for his shift or he works beyond the regular quitting time of his shift, he shall receive double the hourly wage rate of his assigned shift for all hours in excess of the established hours for his shift.

(b) When an employee is required to work hours that are not continuous with the established hours for his assigned shift he shall be paid for such hours at double the hourly

wage rate of his assigned shift or double the hourly wage rate of the shift on which such excess hours are performed whichever rate is higher.

(c) When an Employer assigns an employee to a shift the employee shall work that shift a minimum of five (5) consecutive days. However, should an Employer reassign an employee to another shift prior to working five (5) consecutive days, or within twenty-four (24) hours of completing a shift, the employee shall receive the applicable overtime rate of the new shift he is assigned to for the first day only or the applicable overtime rate of the shift to which he had previously been assigned, whichever is higher, thereafter the employee shall receive the applicable rates for the new shift to which he is assigned. An employee who requests a shift reassignment and is reassigned as outlined herein, shall receive the applicable rates for the new shift to which he is assigned at single time only.

(d) When an employee has performed work on another job and he is directed to work on a shift job within twenty-four (24) hours after completing work on the other job, he shall receive the applicable overtime rate of his prior job or the applicable overtime rate of the shift to which he is assigned whichever rate is higher.

Par. 7. Any work performed on Saturday, Sunday, or Holiday shall be paid at double the hourly wage rate of the applicable shift including any premium rate.

Par. 8. In the case of the second and third shifts and for the purpose of fringe benefit computations, each employee who works a full shift shall be considered to have worked eight (8) hours.

Par. 9. The working hours set forth in Par. 4 and Par. 5 above may be changed by mutual agreement as provided in Article XXVI.

ARTICLE IX

Contract Service

Par. 1. Contract Service is hereby defined as any contract obtained by the Employer for regular examination or care of apparatus enumerated in Article IV and Article IV(A) of this Agreement and general repairs as indicated in Article VIII, Par. 2 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. Two (2) helpers to each three (3) mechanics may be employed in contract service

work. The helper when working with the mechanic shall perform all work assigned to him by the mechanic.

A 70% helper may work alone under the general supervision of the mechanic in his assigned district provided such helper is met on the first job daily. The helper shall notify the office and/or mechanic when changing jobs and at the completion of the work day.

When working alone the helper shall perform only oiling, cleaning, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, observing operation of equipment and at no time when working alone shall such a helper perform any other work or function normally performed by mechanics. The word "District" means the regular contract service route of the mechanic or mechanics to whom the helper has been assigned that day.

Par. 2A. When the Employer obtains a contract that requires a Mechanic and Helper to be on the job and/or in a building at all times during the regular weekly working hours, such Helper shall not be considered as part of the two (2) to three (3) agreement mentioned above, provided no Probationary Helpers are assigned to such regularly scheduled work.

Par. 2B. Where a service office has contract service work requiring more than two (2) Eleva-

tor Constructor Mechanics full time, the third Elevator Constructor employed in that office may be a Helper. A 70% helper may work alone under the general supervision of the mechanic in his assigned district provided such helper is met on the first job daily. The helper shall notify the office and/or mechanic when changing jobs and at the completion of the work day. When working alone such helper shall perform only cleaning, oiling, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, observing operation of equipment and at no time when working alone shall such a helper perform any other work or functions normally performed by mechanics. The word "District" means the regular contract service route of the mechanic or mechanics to whom the helper has been assigned that day. The phrase "Service Office" as mentioned in this paragraph means Local Representatives, Resident Mechanics, etc. performing contract service work as defined in Par. 1 of this Article, in a city outside the primary of a local union. (Local Representatives, Resident Mechanics, etc., as referred to above, shall be permitted to do one man repairs only, in accordance with Article VIII, Par. 2).

Par. 2C. Upon reasonable request of the International Office of the IUEC, the Employer shall make available to the properly

designated International Representative the information necessary to determine that all employees in a service office are being treated relative to wages, hours worked, straight time and overtime hours paid, Pension and Health Benefit Plan payments in accordance with the Standard Agreement.

Par. 3. It is agreed the regular working day shall consist of eight (8) consecutive work hours, with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. Any Mechanic or Helper assigned regular hours beginning before 8 A.M. or ending after 5 P.M. shall be so assigned for a five (5) consecutive working day increment. It is agreed that for business reasons of the Employer or personal reasons of the affected employee, the Employer and the local union may modify these times.

It is agreed that in order for call-backs to be answered in downtown business areas or similar business areas, the Employer may assign a Mechanic or Mechanics to remain at a mutually agreed building beyond regularly established working hours not to extend beyond 6:30 P.M.

For all such work beyond his regularly established working hours the Mechanic or Mechanics shall be paid at the rate of time

and one-half. Should such assigned Mechanic or Mechanics be authorized to continue work on a job when a call back extends beyond 6:30 P.M., the man or men shall receive applicable travel time and travel expense home. Where a paid or non-paid holiday occurs, Monday through Friday, inclusive, the work performed on Saturday during the week in which any holiday occurs shall be time and one-half the single time rates.

Par. 4. Work performed on Sundays shall be classed as overtime and paid for at double the rate of single time. All other time worked before and after the regular working day or in excess of eight (8) consecutive work hours with an unpaid lunch period and on Saturdays shall be at the rate of time and one-half.

Par. 5. Call-backs on contract service on overtime, except Sundays and paid holidays, shall be paid for at the rate of 1.7 times the rate of single time.

Par. 6. Call-backs on contract service on Sunday or any paid holidays, shall be paid for at double the rate of single time.

Par. 7. On contract service where the Employer has a contract in one building only or adjacent buildings, for the examination and

care of enough elevators to warrant keeping a man or men working continuously for sixteen (16) hours, the men will not be paid overtime between the hours of 4 P.M. and 12 midnight, except on Sundays. The men are to receive 52 hours pay per week for 48 hours work, which is time and one-half pay for all hours worked in excess of forty. There will be two shifts of eight (8) hours each, one shift to work eight (8) hours during the day and one shift eight (8) hours to 12 midnight. On holidays, one shift shall work eight (8) hours during the day, there being no night shift, the men taking the holidays alternately, one shift working one holiday and another shift working the next. Work performed on Sunday is to be classed as overtime and paid for at one and one-half times the rate of single time. Should it be necessary to work three shifts, the same conditions shall apply as for two-shift work.

Par. 8.

(a) Employees engaged in contract service work agree they will respond to call-backs outside of their regular work hours. The Employer, the local union, and the employees shall meet and cooperate in establishing a call-back system, which will cover such issues as a list of employees available on designated dates to respond to overtime call-backs, the number of employees on call-back

at any given time, replacements for vacations and holidays, and trading of on-call duty. In the event the local union, the employees, and the Employer cannot agree on the establishment of the call-back system, the Employer and the IUEC will meet to establish the system.

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

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

Men called out before the regular working hours shall receive the applicable travel time and travel expense from home to job. (Exception: The Employer may call and instruct men to report to any given job at his regular starting time on his route in the primary.)

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

(b) Employees who are designated to be available for overtime call-backs pursuant to paragraph (a) above, or who are called out before the regular working hours, or who are on call-backs that extend into overtime, shall be entitled to and receive such compensation as described below during the period of time that such employees are responding to call-backs outside of their regular hours of work.

The rate of pay for overtime call-backs shall not be less than 1.7 times the straight time rate of pay.

The premium pay described above is made in lieu of standby pay and in recognition of the fact that contract service employees agree to make themselves available for overtime calls.

(c) It is understood and agreed that employees who are available to respond to overtime call-backs are waiting to be engaged by their Employers. Employees who are waiting to be engaged are free to participate in personal activities; are not required to remain at home, at the Employer's premises or any other specified location during the period that they are on call. Employees who are "on call" may leave the location they have indicated as the place of their primary contact. However, such employees will be available for callout by either leaving another phone number where they can be con-

tacted or by carrying on their person a communication device such as a pager, cellular telephone, two-way radio, or other such communication device which enables the Employer to contact them.

ARTICLE X

Designation of Helper's Work and Qualifications

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 a Mechanic. A Helper certified to weld shall be paid mechanic's rate when performing welding, (excluding tach welding). However, Helpers on contract service work are subject to the provisions of Article IX.

Par. 2. The total number of Helpers employed shall not exceed the number of Mechanics on any one job, except 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.

Further, the Employer may use as many Helpers as best suits his convenience under the direction of a Mechanic in wrecking old

plants and in handling and hoisting material, and on foundation work. When removing old and installing new cables on existing elevator installations, the Employer may use two Helpers to one Mechanic.

Par. 3. A newly-hired employee without previous mechanical experience shall be classified as a Helper and shall work as a probationary employee in the status of Helper for a period or periods totalling six (6) months within the aggregate period of not more than nine (9) months. The Employer and the Union shall have the privilege of testing the ability of probationary employees during this six (6) month period. If they agree that the Helper during this probationary period does not display sufficient aptitude to become a Helper he shall be discharged.

Probationary Helpers shall advance from the fifty (50) percent wage rate to the seventy (70) percent wage rate upon completion of six (6) months in the elevator industry provided such Probationary Helpers have worked a minimum of one hundred (100) hours in each thirty (30) day period during the six (6) months. The seventy (70) percent wage rate shall be effective at the beginning of the next weekly pay period following completion of the six (6) months.

It is understood that probationary employees during the probationary period

above set out may be discharged or laid off at any time with or without cause and no reason need be assigned therefore, and no such discharge shall be construed as a grievance. The probationary period may be worked with more than one Employer provided such Employer has a labor contract with the IUEC, and the period of six (6) months probation may cover an aggregate period of not more than nine (9) months. A month shall be deemed worked when the probationary employee completes 100 hours in any thirty (30) day period.

Par. 4. A Helper may work as a Temporary Mechanic upon agreement of the Employer and the Union Representative, or the Regional Director if he works outside the jurisdiction of a local union, and at the same scale of wages as a regular Mechanic provided he has worked a period of one (1) year and he has complied with the other requirements for Temporary Mechanics prescribed from time to time by NEIEP. The Employer may select Helpers in its employ to work as Temporary Mechanics under the provisions of this paragraph if there are no qualified mechanics available in that local according to the following procedures:

a) "A" Helper, those helpers who have completed all the NEIEP modules and who have not taken the Mechanic's Exam and

those helpers who have taken the exam once and failed to qualify, will be selected first for Temporary Mechanic. These Helpers shall be allowed to waive taking the Mechanic's Exam twice, before losing this status.

b) "B" Helper, those Helpers who are enrolled in NEIEP and actively pursuing their modules to their completion will be selected second for Temporary Mechanic. These Helpers shall be allowed six (6) years, after the probationary period, to complete their NEIEP modules before losing this status.

c) "C" Helper, those helpers who are not enrolled in NEIEP, excluding "A" Helpers, and those Helpers who have failed the Mechanic's Exam twice or waived taking the Mechanic's Exam three (3) times will be considered last.

In the event the Employer needs to reduce the number of Temporary Mechanics in its work force, the procedure will be applied in the following manner: Those helpers referenced in (c) above shall be put back to helper status within 48 hours after the Employer is notified that a qualified mechanic is available; those helpers referenced in (b) above shall be put back next when his temporary assignment is completed or within fifteen (15) working days of when the Employer is notified there is a

qualified mechanic available whichever comes first; and lastly those helpers referenced in (a) above will be put back to helper status when his temporary assignment is completed or within fifteen (15) working days of when the Employer is notified there is a qualified mechanic available whichever comes first.

In order to administer this procedure, NEIEP will provide to the Employer on a semi-annual basis a listing of all the Employer's helpers and probationary helpers and the modules they have completed.

It is agreed that the withdrawal of or failure to issue a Temporary Mechanic's card will not be used by the Union to advance its position with respect to a dispute unrelated to this paragraph of Article X.

No Helper may qualify or be raised to the capacity of Mechanic until he has worked for a period of three (3) years in the elevator industry, has successfully completed the required NEIEP courses, and has passed a Mechanic's Examination administered by the NEIEP Director's Office. Such examination shall only be administered no more or no less than once every twelve (12) months in each local. The National Elevator Industry Education Program has developed and will periodically update a standardized Mechanic's Examination which will be used in each local. A Helper who has successfully

passed a Mechanic's Examination shall become a Mechanic no later than sixty (60) days after the date of the examination. Should he fail the test, he cannot again take the Mechanic's Examination for a period of one (1) year.

Par. 5. A man with previous mechanical experience in the elevator industry or with certified electrical or electronic education may be hired as a probationary employee either as a Helper or at a Mechanic's scale of wages for a period of six (6) months at which time he shall be subject to an examination to qualify as a Mechanic given by NEIEP. If such employee does not qualify and pass the examination at the end of the six (6) months period, he shall be discharged, unless the Employer elects to retain him as a Helper. He may be given another examination for Mechanic after completion of all the required NEIEP courses.

It is understood that probationary employees as mentioned in Article X, Par. 5, may, during the probationary period be discharged or laid off at any time with or without cause, and no reason need be assigned therefore, and no such discharge shall be construed as a grievance.

Par. 6. Employees who enter the Military Service shall upon re-employment be accorded all rights provided by law.

ARTICLE XI

System of Payment

Par. 1. It is agreed that all Mechanics and Helpers shall be paid weekly by check, which shall be sent to any address they elect to designate other than the Employer's address. Mechanics and Helpers shall be given the option to be paid by direct deposit or by direct mail. However, there shall be no obligation on the part of any employee or Employer to participate in the direct deposit/direct mail program and no discrimination against either one if either should elect not to participate. Once enrolled, an employee in direct deposit/direct mail program may elect to discontinue enrollment by giving his Employer ten (10) working days written notice.

Mechanics and Helpers shall be paid by voucher on the next regular work day following the employee's regular pay day if the employee does not receive his regular pay check.

It is further agreed that in those instances where the Employer is consistently unable to comply with the provisions of this paragraph, the Employer shall pay such employee(s) on the job or at the office on company time by cash or by check.

Par. 2. Elevator Constructors shall receive at the time of weekly payment, a check stub

containing the following information:

1. Employee's name and social security number.

2. Total hours worked-regular and over-time, accumulative.

3. Total wages-weekly and accumulative.

4. Federal income taxes withheld.

5. F.I.C.A. taxes withheld.

6. Health Benefit Plan & Pension deductions — weekly and accumulative.

7. Any other authorized or legitimate deductions.

8. Vacation pay-weekly and accumulative in amount of money.

Should an Employer's payroll and/or accounting department experience a short work week due to a holiday or any other reason, the Employer shall make any special arrangements necessary to insure employees receiving pay on schedule.

ARTICLE XII

Vacations

Par. 1. The following plan is established for Vacation Pay:

(a) A man who has worked less than five (5) years in the business shall receive Vacation Pay credit on the basis of 6% of his regular hourly rate for all hours actually

worked. A man who has worked more than five (5) years in the business shall receive Vacation Pay credit on the basis of 8% of his regular hourly rate for all hours actually worked.

No Vacation Pay shall accrue for the first six (6) months worked in the business.

(b) The vacation pay accrued from January 1 of one year through June 30 of the same year shall be paid in full to the employee by July 15 of that year. The vacation pay accrued from July 1 of one year through December 31 of the same year shall be paid in full to the employee by January 15 of the succeeding year.

(c) A man with less than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation year shall receive at least 120 hours vacation pay. A man with more than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation year shall receive at least 160 hours vacation pay. The vacation year shall run from January 1 through December 31.

(d) Where vacation pay equal to ten (10) or more days has been accumulated for an employee with less than five (5) years of service, and fifteen (15) or more days for an employee with more than five (5) years of service such employees must take a minimum vacation of ten (10) and fifteen (15) days, respectively.

(e) The employee shall have the option of taking any additional vacation accrued in excess of the amount stated under Paragraph (d) above provided he has obtained prior approval from the Employer.

(f) It is understood and agreed that work conditions in each individual company must be taken into consideration when vacations are arranged.

Time off for vacation shall be taken as a full complete period whenever possible.

(g) Vacation Pay accrued will change from 6% to 8% on the first payroll period after the first month following completion of five (5) years in the business. These five (5) years include the six (6) months probationary period.

(h) The local union shall furnish the Employer, on request, dates that Elevator Constructor Mechanics and Elevator Constructor Helpers were first employed in the elevator industry.

(i) When a man leaves his Employer the Vacation Pay shall be retained. He shall receive the retained amount due him at the time specified in (b) above.

(j) When a man retires from the industry, the Employers shall pay any vacation pay he is owed within thirty (30) days after his retirement provided he notifies the Employers in advance and in writing.

(k) Where vacations interfere by temporarily breaking up a team the Employer

shall have the right to place the extra man to the Employer's advantage. Serious interference shall be taken up with the Business Representative.

(l) Time spent outside the industry, whether or not a member of the local union, shall not count toward vacation eligibility status. An employee with at least one (1) year's service in the industry who takes time off for service in the Armed Services shall have such service time counted toward his vacation eligibility status upon return to the industry.

(m) Hours worked for an Employer by a member of a local union, while outside of the jurisdiction of that local, shall count for vacation pay.

(n) Hours paid as holiday pay, vacation pay, or traveling time outside of the regular working hours are not to be counted as hours worked when computing vacation pay (Exception: traveling time on overtime callbacks, whether emergency maintenance or emergency repair work, shall be counted as hours worked when computing vacation pay).

(o) At the time vacation pay is paid Federal and State taxes shall be withheld on the basis of the number of weeks of vacation or portion of a week of vacation the accrued vacation pay represents. The intent of this provision is that taxes will be withheld at weekly rates rather than the higher rates for a lump sum payment of vacation pay.

ARTICLE XIII

Traveling Time and Expenses

Par. 1. When Elevator Constructors are sent outside the primary jurisdiction, but within the zoned area of the secondary, travel time and travel expense shall be paid in accordance with the Local Expense Agreement.

When Elevator Constructors are sent beyond the zoned area of the secondary jurisdiction or outside the secondary jurisdiction all travel time during the regular established work hours, Monday through Friday, inclusive, shall be paid at single time rates. Likewise, all travel time before and after the regular established work hours, Monday through Friday, inclusive, shall be paid at time and one-half rates. Further, all travel time on Saturdays, Sundays and Holidays shall be paid at time and one-half rates (as agreed to in Article IX, Contract Service, travel time on overtime call-backs is excepted from the above). Expenses incurred on trip to be paid by the Employer in accordance with the Local Expense Agreement.

Employees operating vehicles provided by the Employer shall not be entitled to payment of wages or commuting expenses for time spent driving before or after the regular working hours from the employee's home to the first jobsite of the regular work day or

driving from the last jobsite of the regular work day to the employee's home. (Note: Employees shall be reimbursed for any tolls in excess of the toll charge for passenger vehicles). This is not intended to circumvent expenses or travel time paid pursuant to Art. IX or Art. XIII and/or a local travel and expense agreement or established local practices.

Par. 2. Local unions and local Employers are requested to establish zones within the secondary jurisdiction and traveling time and traveling expense allowances for each zone, consistent with existing arrangements.

Par. 3. It is agreed the Joint Study Committee, composed of three (3) representatives appointed by the IUEC and three (3) representatives appointed by NEII shall be continued during the life of this Agreement.

When the Local Union Committee and the Area NEII Labor Committee are unable to resolve differences regarding local travel time and travel expense agreements and presently recognized primary and secondary jurisdiction, either party may request the Joint Study Committee to study the dispute. The Joint Study Committee shall entertain the request, and after investigation and study, is authorized to make recommendations to the Local Committees.

The Joint Study Committee may issue guidelines that the Local Committees may utilize in negotiating changes to and resolving disputes over local travel time and travel expense agreements.

All parties shall continue to work under the existing local travel time and local travel expense agreement for thirty (30) days from the date that either NEII or the IUEC are notified that the Local Area Committees have reached an impasse. The Joint Study Committee may at their discretion extend the present Agreement for one additional thirty (30) day period.

ARTICLE XIV

Strikes and Lockouts

Par. 1. It is agreed by both parties to this Agreement that so long as the provisions herein contained are conformed to, no strikes or lockouts shall be ordered against either party. It is understood that this Paragraph shall be applied and construed consistent with the provisions of Article IV, Par. 11 concerning Grievance and Arbitration procedure.

Par. 2. No strike will be called against the Employer by the Union unless the strike is ap-

proved by the International Office of the International Union of Elevator Constructors. Sufficient notice shall be given to the Employer before a strike shall become effective. Except in the case of Contract Service Work as specified in Article IX of this Agreement, work stoppages brought about by lawful picketing or strikes by building trades local unions affiliated with Building Trades Councils shall not constitute a strike within the meaning of this Article.

Par. 3. In the event of a strike, work stoppage or lockout affecting Mechanics and Helpers on New Construction or Repair Work, men working on Contract Service shall not be affected by such strike, work stoppage or lockout, and the Union will supply competent men to the Employer to do all work covered under Contract Service whether such men are continuously employed in this work or not prior to the strike, work stoppage or lockout.

ARTICLE XV

Arbitration

Par. 1. Any difference or dispute regarding the application and construction of this Agreement, shall be referred to as a "grievance"

and shall be resolved under the following procedure. Both parties commit to making an earnest effort to resolve differences in accordance with the procedure outlined below:

Par. 2. Oral Step. Any employee, local union, or Employer with a grievance (hereinafter called the “grievant”), shall discuss the grievance with the designated Employer Representative (or Local Union Business Representative) within ten (10) working days after the cause of the grievance is known or should reasonably have been known. The Employer shall designate to each local union the Employer’s Representative(s) for the purpose of responding to grievances at this step. If the grievance is initiated by an employee, the Local Business Representative shall be present during the discussion.

Within three (3) working days after the above discussion, the Employer’s Representative shall notify the employee and the Local Union Business Representative of his disposition of the matter.

The Local Business Representative shall similarly respond to the Employer’s grievance.

Par. 3. Written Step One. If the issue remains unresolved after the conclusion of the Oral Step, the grievant, within ten (10) working

days of the conclusion of the Oral Step, may submit in writing on provided forms a brief statement of the grievance, including the Article and paragraph of the Agreement allegedly violated (if known), and the remedy requested. Within five (5) working days of receipt of the written grievance, the Employer or the local union shall give its answer on this form.

Par. 4. Written Step Two. If the dispute still remains unresolved the grievant may, within ten (10) work days thereafter, transmit the grievance form to NEII and the IUEC for referral to the Regional Director of the IUEC and the Area Labor Chairman of NEII or its designated representative who shall meet within fifteen (15) work days of receipt of the grievance form.

At the meeting (or any continuation thereof agreed to by the parties) NEII (or the Union) shall give its written answer to the grievance on the provided form. Within ten (10) working days of that disposition, NEII or the Union shall indicate on the grievance form whether it appeals therefrom. If the grievance disposition is not appealed, it shall be final and binding on all parties.

Par. 5. Written Step Three. If the grievance is appealed it shall be placed on the agenda of a scheduled meeting of the National Arbitration Committee.

The National Arbitration Committee shall meet once per calendar quarter. Each party shall submit an agenda not less than seven (7) working days prior to the meeting.

NEII (or the IUEC) shall render a disposition of the grievance in writing at the National Arbitration Committee Meeting. If the grievance disposition is accepted, it shall be final and binding on all parties.

Par. 6. Impartial Arbitration. If the grievance is not settled by the National Arbitration Committee, the Union or NEII, within fifteen (15) working days of NEII's (or Union's) disposition as outlined in Paragraph 5, may appeal the grievance to impartial arbitration. Such appeal shall take the form of a letter to the Executive Director of NEII (or the General President, IUEC).

Par. 7. The parties shall mutually agree upon the selection of an impartial arbitrator. If, within thirty (30) days following the date of notification of appeal to an impartial arbitrator, the parties are unable to agree on the selection of an impartial arbitrator, the parties, jointly, shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon request of either party, up to two (2) additional panels may be requested. Each party shall advise FMCS of its order of preference by number-

ing each name on the panel and submitting the numbered list in writing to FMCS. The name on the panel that has the lowest accumulated numerical value will be appointed.

Either party shall have the right to cross out any or all names from the first two (2) lists submitted and that name(s) will be removed from consideration. However, should the parties require a third panel, then all names shall be numbered as above and the name that has the lowest accumulated numerical value will be appointed.

The arbitrator shall render his decision immediately upon the close of the record if the parties mutually agree otherwise the decision shall be rendered within thirty (30) days of the close of the record or the receipt of the briefs if the parties desire to file briefs. In an arbitration, either party may rely upon Articles in the Agreement other than those set forth in the original grievance form. The decision of the impartial arbitrator shall be final and binding on all parties.

Par. 8. It is understood that the arbitrator does not have the authority to add to, subtract from or modify in any way the provisions of this Agreement.

Par. 9. Grievances of the IUEC or NEII shall originate at written Step 3 by submission to the Executive Director of NEII (or the Gen-

eral President, IUEC). The grievance of an IUEC Regional Director shall be filed and processed beginning at Written Step One of the procedure. NEII or the IUEC, or a Regional Director of the IUEC shall file their grievance(s) within 45 working days after the date of the cause of the grievance is known, or reasonably should have been known.

Par. 10. Compensation and expenses of the arbitrator shall be shared equally between the NEII and the Union.

Par. 11. Any of the time limits contained herein may be mutually extended by the representatives of the parties.

Failure to appeal the grievance within the time limits described above without mutual agreement shall be considered an abandonment of the grievance. If a grievance is not dispositioned within the above time limits, it shall be immediately processed to the next step of the procedure.

ARTICLE XVI

Jurisdictional Territory

Par. 1. The primary jurisdiction of any local union shall include only that territory in which its members will agree to travel on their own time.

The secondary jurisdiction shall include the balance of the territory now within the jurisdiction of the local union.

Par. 2. Any extension of the present jurisdiction of a local must be approved by the International Union of Elevator Constructors and the Labor Committee of the National Elevator Industry, Inc., before becoming effective.

Par. 3. The primary jurisdiction of Local No. _____ of the City of _____, relative to the wage scale and working conditions shall include the following territory:

The secondary jurisdiction of Local No. _____ of the City of _____, relative to working conditions shall include the following territory:

Par. 4. The parties agree that the Jurisdictional Committee consisting of representatives of the IUEC and the Labor Committee of NEII which has been inactive for several years shall be reactivated and shall meet annually and by mutual agreement more often, if necessary. The parties agree to fairly act upon justifiable written requests by local unions for extensions of existing jurisdictions. The Jurisdictional Committee shall advise a local union within sixty (60) days after the meeting at which the request is considered, of its disposition of the request.

ARTICLE XVII

Health Benefit Plan

Par. 1. The Health Benefit Plan covering life insurance, sickness and accident benefits, and hospitalization insurance, or any changes thereto that are in accordance with the National Elevator Industry Health Benefit Plan and Declaration of Trust, shall be a part of this Agreement and adopted by all parties signatory thereto.

Par. 2. The Health Benefit Plan shall be financed by mutual contributions of Employers and Elevator Constructor Mechanics and Helpers as provided herein. The Employer

agrees to continue to pay and contribute three dollars and eighty-four and one-half cents (\$3.845) for each hour of work performed by all Elevator Constructor Mechanics and Helpers in its employ. The three dollars and eighty-four and one-half cents (\$3.845) hourly contribution rate shall increase upon every anniversary of the wage rate change of each Local Union, in accordance with the following:

Effective Date	Amount of Increase	Hourly Contribution Rate
1st Anniversary Date	\$0.08	\$3.925
2nd Anniversary Date	\$0.20	\$4.125
3rd Anniversary Date	\$0.20	\$4.325
4th Anniversary Date	\$0.10	\$4.425
5th Anniversary Date	\$0.10	\$4.525

Each Elevator Constructor Mechanic and Helper shall continue to contribute three and one-half cents (3-1/2¢) per hour. Payments of said contributions by the Employer and Elevator Constructor Mechanics and Helpers shall be in accordance with the National Elevator Industry Health Benefit Plan and Declaration of Trust.

Par. 3. It is understood and agreed that the contributions provided for in Par. 2 shall be

used by the Trustees to maintain the plan of benefits provided by the Health Benefit Plan to the extent that it is feasible to do so on a sound financial basis without any increase in said hourly contribution rates during the term of this Agreement.

Par. 4. It is understood and agreed that the decision(s) to increase or decrease the benefits provided by the Health Benefit Plan are matters committed to the discretion of the Trustees, except that the Trustees should not make any change in the plan of benefits which would result in the need for an increase in the contribution rates set forth in Par. 2. It is further understood and agreed, that the Actuary of the Health Benefit Plan shall continuously monitor the financial condition of the Health Benefit Plan and shall promptly advise the Trustees whenever, in the opinion of the Actuary, it is necessary for the Trustees to modify benefits provided by the Health Benefit Plan in order to maintain the Health Benefit Plan in sound financial condition without any increase in the hourly contribution rates set forth in Par. 2. The Actuary shall report to the Trustees with respect to such matters at least once each year as soon as is feasible after the financial and actuarial information for the Health Benefit Plan as of the end of the plan year is available.

Par. 5. In no event shall a contribution rate of any Employer exceed the lowest contribution rate paid by any other contributor to the Health Benefit Plan for the type of work covered by this Agreement.

ARTICLE XVIII

Pension Plan

Par. 1. The National Elevator Industry, Inc., and the International Union of Elevator Constructors shall continue the Pension Trust Fund known as the "National Elevator Industry Pension Plan," which is administered by a board of eight (8) Trustees, four (4) appointed by the National Elevator Industry, Inc., and four (4) appointed by the International Union of Elevator Constructors. The Board of Trustees have adopted a Declaration of Trust and Plan of Pension Benefits which shall be a part of this Agreement and binding on all parties signatory to this Agreement.

The normal retirement age of the Pension Plan is sixty-five (65) years of age.

Par. 2. The Plan of Pension Benefits shall be financed by contributions as provided herein. The Employer agrees to continue to pay and contribute two dollars and nineteen cents

(\$2.19) for each hour of work performed by all Elevator Constructor Mechanics and Helpers in its employ.

The \$2.19 hourly contribution shall increase upon every anniversary of the wage rate change of each Local Union, in accordance with the following:

Effective Date	Amount of Increase	Hourly Contribution Rate
1st Anniversary Date	\$0.17	\$2.36
2nd Anniversary Date	\$0.05	\$2.41
3rd Anniversary Date	\$0.05	\$2.46
4th Anniversary Date	\$0.15	\$2.61
5th Anniversary Date	\$0.15	\$2.76

Payments of said contributions by Employers shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees. However, in no event shall the contribution rate of any Employer exceed the lowest contribution rate paid by any other contributor to the Pension Plan for the type of work covered by this Agreement performed in the same geographical jurisdiction of a given local.

Par. 3. It is understood and agreed that the increased contributions provided for in Par. 2 shall be used by the Trustees, taking into

consideration the financial limitations of the Pension Plan, to significantly improve the Plan of Pension Benefits in accordance with the letter of Buck Consultants dated April 9, 1997 so that by January 2002, there will be a gradual increase in the applicable benefit rate for normal retirement benefit from \$72.00 to \$90.00 per year of credited service, and that, effective July 1, 1997, there will be an improvement in the early retirement benefits, as set forth in said letter. The implementation of the foregoing improvements shall be subject to the following paragraph.

The parties intend that the Pension Plan be funded in a manner designed to have no withdrawal liability and to fund the actuarial liabilities over a period of twenty-five (25) years. Therefore, in adopting benefit improvements to the Pension Plan, the Trustees are directed to consider (a) whether at that time there is withdrawal liability under Title IV of ERISA, (b) whether, in the opinion of the Plan's Actuary, the improvement is likely to create a withdrawal liability, and (c) the policy of amortizing unfunded actuarial liabilities over a period of twenty-five (25) years.

Each year, as soon as feasible after the financial and actuarial information for the Pension Plan as of the last day of the Plan Year is available, the Plan Actuary shall advise the Trustees with respect to the funding of the Pension Plan, taking into account the criteria

set forth in Paragraph 3. It is understood and agreed that the improvements in the Plan of Pension Benefits which are referenced in the Buck Consultants' letter of April 9, 1997, should be approved by the Trustees only if the increase in the Plan of Pension Benefits shall not require any increase in the hourly contributions rate set forth in Par. 2 and the three criteria set forth in the immediately preceding paragraph have been met.

ARTICLE XIX

Educational Fund

Par. 1. The National Elevator Industry, Inc., and the International Union of Elevator Constructors have established an Education Trust Fund administered by a board of six (6) Trustees; three (3) appointed by the National Elevator Industry, Inc., and three (3) appointed by the International Union of Elevator Constructors. The Educational Trust Fund known as the "National Elevator Industry Education Program", shall provide a program for educating and training Elevator Constructor Mechanics and Helpers. Such fund has been established pursuant to and in compliance with the provisions of Section 302 of the Labor-Management Relations Act, as amended.

Par. 2. 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.

Par. 3. The National Elevator Industry Education Program shall be financed by contributions by the Employer as herein provided. Upon the effective date of this Agreement the Employers agree to continue to pay and contribute to such Fund eight and one-half cents (8-1/2¢) per hour for each hour of work performed by all Elevator Constructor Mechanics and Helpers. The eight and one-half cents (8-1/2¢) hourly contribution shall increase upon every anniversary of the last wage rate change of each Local Union, in accordance with the following:

Effective Date	Amount of Increase	Hourly Contribution Rate
1st Anniversary Date	\$0.035	\$0.12
2nd Anniversary Date	\$0.02	\$0.14
3rd Anniversary Date	\$0.01	\$0.15
4th Anniversary Date	\$0.01	\$0.16
5th Anniversary Date	\$0.01	\$0.17

Payment of said contributions shall be in accordance with the terms of the Declaration

of Trust adopted by the Board of Trustees. However, in no event shall the contribution rate of any Employer exceed the lowest contribution rate of any other contributor to the Fund for the type of work covered by this Agreement performed in the same geographic jurisdiction of a given local union.

Par. 4. It is understood and agreed that if prior to any calendar year the Trustees shall advise the IUEC and NEII that the amount of the contributions set forth in Par. 3 above are providing more than sufficient funds to finance and maintain the existing education program, then the IUEC and NEII shall meet to discuss and agree upon whether the amount of the Employers' contributions to the Education Plan should be reduced and the wage rate of Elevator Constructor Mechanics and Helpers increased by the amount of any agreed upon reduction.

It is also understood and agreed that if at any time the Trustees of the Education Plan shall advise the IUEC and NEII that the Education Plan does not have sufficient funds to maintain the existing education program, then the IUEC and NEII shall meet to discuss and agree upon whether the amount of the Employers' contribution to the Education Plan shall be increased. In no event shall the contribution rate of an Employer exceed the lowest contribution rate

of any other contributor to the Fund for the type of work covered by this Agreement performed in the same geographic jurisdiction of a given local union. In the event an increase in the contribution rate is agreed to the wage rate shall be reduced by the same amount.

ARTICLE XX

ELEVATOR INDUSTRY WORK PRESERVATION FUND

Par. 1. The Elevator Industry Work Preservation Fund shall be funded by a contribution of five cents (\$.05) per hour allocated from the first year gross increase as set forth in Article V, Par. 2, and continued each year thereafter for each hour of work performed by each employee covered by this Agreement to the Elevator Industry Work Preservation Fund. Except for the transfer of contributions described in Section 5 below, the monies of the Fund shall be at all times segregated from other Union or Employer assets, and shall not be used or controlled by the Union or Employers party to this Agreement, but shall be administered solely by the Trustees and its duly authorized representatives for the purposes permitted.

Par. 2. The Fund shall be governed by a written Trust Agreement and administered by a Board of Trustees, in accordance with, and so provided in, the governing documents of the Fund and subsequent admendments thereto.

Par. 3. The assets of the Fund shall be used for any purpose authorized by Section 6(b) of the Labor-Management Cooperation Act of 1978 and Section 302(c)(9) of the Taft Hartley Act, 29 U.S.C. Section 186(c)(9). The Fund shall not be used for any other purpose, including a purpose which is inconsistent with the provisions of the Standard Agreement, or used for the purpose of funding any lobbying effort or participation in any litigation, or administrative proceeding in which the Fund is seeking or supporting a result which is contrary to the interests of any Employer signatory to the Standard Agreement, or used in connection with an organizational campaign to organize any employees of an Employer which is bound by the terms of this Standard Agreement in a job classification other than the classifications of Elevator Constructor Mechanic and Elevator Constructor Helper.

Par. 4. No Employer signatory to the Standard Agreement shall be obligated to provide information to the Union or to the Fund with respect to any matter which the Fund may be

reviewing or pursuing or otherwise related to the activities of the Fund, nor shall any Employer signatory to the Standard Agreement be obligated to participate in any of the activities of the Fund in any other manner. The Trustees of the Fund shall not take any action which directly or indirectly changes any of the Articles or intent of the Standard Agreement, nor shall any provision of this Article be construed to change the meaning or intent of any other Article of the Standard Agreement.

Par. 5. Contributions to the Elevator Industry Work Preservation Fund will be reported on and transferred on a monthly basis using the Monthly Remittance Report to the National Elevator Industry Benefit Funds (NEIBF), which will in turn segregate and deposit the contributions to the Work Preservation Fund in that Fund's separate account.

ARTICLE XXI

Payment for Lost or Stolen Tools

Par. 1. The Employers agree that they should make every effort to provide a reasonably safe place for tools and likewise the employee shall make every effort to protect not only his own tools but also to protect the company

tools. Employers and the local union agree to jointly reimburse Elevator Constructor Mechanics and Elevator Constructor Helpers for tools lost on the job or stolen while in transit or stolen from any vehicle being used by the employee on the following basis:

a) Up to a maximum claim of \$200, the Employer will pay 75% and the local union will pay 25%.

b) On claims of more than \$200, the local union will pay \$50 with the remainder, up to a maximum of \$900, paid by the Employer.

Alternatively, an Employer may elect to list those tools which his employees are required to utilize. In that event such Employer shall not be required to reimburse its employees for other than those tools it shall require.

Actual receipts for replacement tools must be submitted, in either case, to the local union and the Employer by the employee claiming the loss before reimbursement can be authorized. The local union and the Employer reserve the right to inspect replacement tools.

ARTICLE XXI (A)

Metric Tools

When and if an Employer requires the use of metric tools by an employee in the course of his

employment, the Employer agrees, upon receipt from the employee, to reimburse the employee for all tools required or to provide such tools, at the Employer's option.

ARTICLE XXII

Hiring, Layoffs and Transfers

Par. 1. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of employment of applicants and of preventing discrimination because of race, color, creed, sex, religion or national origin, the parties hereto agree to the following system of employment:

(a) The Union shall establish, maintain and keep current an open list for the employment of workmen qualified to perform the duties required. Such list shall be in writing, maintained and kept current on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, Union By-Laws, regulations or constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. Upon request such list shall be furnished to an Employer.

(b) An Employer shall hire experienced mechanics and helpers who permanently live

in the area, are seeking employment and are qualified to perform the work required by the Employer before hiring a transient employee or a new inexperienced employee. An employee shall be considered a transient until he establishes a change in his permanent residence by providing to the local, his motor vehicle registration and drivers license, send change of address to the International in order to be registered with the local for referral. Provided the foregoing criteria are met, an employee's status as a transient shall continue for a period of six (6) months from the time he has registered with the local. When hiring an experienced mechanic or helper the Employer shall use the Union as the first source of applicants for employment. Upon an Employer's request, the Union shall refer, on the basis set forth hereinafter, such an applicant within a period of 72 hours after such request, exclusive of Saturdays and Sundays. If the Union fails to refer qualified workmen within the specified period the Employer may obtain workmen from any other available source. The Employer has the right to reject any and all applicants referred to it by the Union. The Employer, where requested by the Union, shall give the reason for any rejection. It is further understood and agreed that if any workman is continually rejected by the Employers within a local union's jurisdiction or if any Employer, as a matter of practice,

repeatedly rejects applicants referred by the Union, the local union Business Representative or the Employer may submit the matter of rejection to the Area Labor Committee. Failing agreement, the matter may be referred to the Joint Study Committee and then to the impartial arbitrator under Article XV. The Area Labor Committee, the Joint Study Committee or the impartial arbitrator shall have authority to decide the matter and impose an appropriate remedy. If they find that the continued rejection of a particular workman was justified, the appropriate remedy may include directing the removal of the named workman from the list for a period of time. If they find that an Employer has unreasonably or discriminatorily exercised its right of rejection, the appropriate remedy may include directing that an Employer not have a right of exercising his right of rejection for a period of time.

(c) The Union shall refer to the Employer only workmen whose names appear on the open employment list and in so doing shall be governed by the following criteria:

1. If an Employer requests by name from the open employment list a particular workman previously employed by that Employer, who permanently lives in the area, that workman shall be referred by the Union to the Employer unless the workman is unwilling to accept employment with the Employer.

2. If an Employer requests by name from the open employment list a particular workman who has not previously been employed by that Employer, who permanently lives in the area, that workman shall be referred by the Union to the Employer unless the workman is unwilling to accept employment with the Employer.

3. In the event the General President of the IUEC shall be of the opinion that a severe unemployment situation exists in any local's jurisdiction, he shall contact the Executive Director of NEII and confer with him as to the problem and possible resolutions. Failing agreement the matter may be submitted to the Impartial Arbitrator as provided under Article XV. An agreement as to resolution of the problem between the General President of the IUEC and the Executive Director of NEII or the decision of the Arbitrator may modify the provisions of subparagraph (1) and (2) above as may be deemed necessary under the circumstances.

(d) All Employment Practice provisions are to be posted in the Union Hall and in the Employer's Personnel Office.

(e) As soon as practical the General President of the IUEC shall review all locals of the Union where there is a part-time Business Representative for the purpose of determining whether such Business Representative is able to establish and maintain an open em-

ployment list and to operate the procedures in this Article in a satisfactory manner. He shall then advise the Executive Director of NEII as to such determination and if there is any disagreement, they shall endeavor to resolve the matter. Failing agreement, the matter may be submitted to the Impartial Arbitrator provided under Article XV.

Par. 2. When layoffs are made by an Employer, the probationary helper will be laid off first. Thereafter transient employees not including temporary transfers referred to in Paragraph (3) below shall be laid off and lastly mechanics and helpers who permanently live in the area will be laid off. Employees laid off shall be paid at the next weekly payroll period following the layoff.

Par. 3. The Employer shall have the right to transfer temporarily from one local union's jurisdiction to another, key mechanics (such as adjustor, certified welder, mechanic-in-charge, experienced escalator mechanic, mechanic trained to handle special equipment such as hydrodrilling equipment, mechanic required to train or orient other employees in that local union's jurisdiction as to the Employer's equipment, mechanic transferred temporarily to open an office). A mechanic-in-charge is only on a construction or modernization job where there are four (4)

or more Elevator Constructors including the mechanic-in-charge. In addition, where the Employer does not have a regular work force, the Employer shall have the right to transfer mechanics temporarily on a one-to-one basis in the case of two (2) man jobs up to a maximum of three (3) such jobs per Employer at any given time. It is understood that the foregoing limitations shall not be applicable where there are no qualified mechanics available in the local union. Mechanics temporarily transferred under the above provisions may remain in the area only until completion of their work on the particular job for which they have been transferred.

NEII and the IUEC shall mutually decide upon what is a regular work force as used in this Par. 3 and that decision shall become incorporated in and a part of this Agreement.

Par. 4. Where an Employer is opening a new office in one local union's jurisdiction he may permanently transfer one mechanic from the jurisdiction of another local union to start the new office provided he has advised the Business Representative in advance of the transfer. An Employer may permanently transfer an employee from one local union to work in the jurisdiction of another local union subject to the following conditions:

(a) Prior notice shall be given to the International Union.

(b) The Employer shall consider the following factors in reaching a decision to transfer such an employee:

1. The availability of qualified personnel in the other local union.

2. The business necessity for such a transfer and other relevant considerations.

(c) The Employer shall not permanently transfer any employee for the purpose of circumventing an expense agreement.

(d) Any dispute concerning such a transfer shall be subject to the grievance and arbitration procedure herein.

(e) It is understood and agreed that prior to terminating an employee for unsatisfactory performance who is to be replaced under this paragraph or any other employee, the Employer will give a written warning to the employee with a copy to the Business Representative in order that the employee be given an opportunity to improve his work performance. Such a termination may be submitted as a grievance to the National Arbitration Committee as provided under Article XV as a final source of appeal.

ARTICLE XXIII

Scope and Terms of Agreement

Par. 1. This Agreement shall be binding upon all Employers and local unions which are

named in the attached lists. This Agreement shall be incorporated in and become a part of any Agreement entered into between the Employers and the local unions of the International Union and no local Agreements between the Employers and local unions shall be made changing this Agreement except as herein provided for in Article XXVI. No local union shall, through its by-laws, constitution, or otherwise, change any of the Articles or intent of this Agreement. Nor shall the Employers make any rules or issue any instructions that are contrary to this Agreement.

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

ARTICLE XXIV

Re-Opening Clause

Par. 1. The Employers and the Union agree that if the Labor-Management Relations Act of 1947 is repealed, modified or amended in

any respect, the Union and the Employers agree that upon service of a thirty (30) days notice by either party, this contract may be re-opened for negotiation dealing with Union security or secondary strikes, that will be covered by the repeal, modification or amendment of that Act.

ARTICLE XXV

Termination of Agreement

Par. 1. This Agreement shall become effective on the Ninth day of July, 1997, and shall terminate at midnight on July 8, 2002.

ARTICLE XXVI

Local Option

Par. 1. It is agreed between the Employer and the Union that for the benefit of the entire elevator industry, it is permissible for any local union to negotiate special conditions with the Employer for the following classes of work, except that the wage rate as determined by Article V of this Agreement may not be changed:

1. Modernization Work
2. General Repairs

3. Contract Service
4. Construction Work

Special conditions include but are not restricted to such items as shift work, working hours on Modernization, Construction, Repair and Contract Service. In the case of Contract Service, special conditions shall also include problems arising because of areas where an employee's physical well-being may be in jeopardy.

Par. 2. The above mentioned special conditions shall be determined by a Committee of two (2) Representatives from the local union, one (1) International Representative and three (3) representatives from the Employers and their decisions shall be binding on both parties.

Par. 3. Agreement on special conditions shall continue as long as satisfactory to both parties, but no change shall be made more often than six (6) months except that changes in construction working hours may be changed more often if mutually agreed. Sixty (60) days notice in writing shall be given by the party desiring such changes and such written notice shall constitute cause for a meeting of both parties.

Par. 4. When the Local Union Committee and the Area NEII Labor Committee are unable

to resolve a dispute over changes in the Local Option Agreement as provided in this Article, either party may request the Joint Study Committee, as provided in Article XIII of this Agreement, to study the dispute. The Joint Study Committee is empowered to entertain the request and after investigation and study, is authorized to make recommendations to the Local Committees.

ARTICLE XXVII

Reporting Time Subpoenaed Witnesses, Uniforms

Par. 1. Whenever a Mechanic or Helper covered by this Agreement reports to work on a construction, service or maintenance job on request of the Employer and there is no work available, except for reasons beyond the control of the Employer, the employee shall receive two hours pay at straight time rates.

Par. 2. Any employee who is covered by this Agreement who is subpoenaed to court by an Employer who is signatory to this Agreement or by the Employer's Counsel shall be paid for all time at the straight time hourly wage rate, fringe benefits, and all reasonable expenses.

Par. 3. When required by the Employer, Elevator Constructor Mechanics and Helpers shall wear uniforms bearing the company's name and/or trademark. Such uniforms shall be furnished by the Employer at no cost to the employee.

Par. 4. Whenever an Employer asks an employee to work with cleaning solvents or other materials and substances that pose a risk to life or health, the Employer will first advise the employee of the risks and train the employee in proper use or handling of the materials and substances. The contents of all such materials and substances and their possible risks and adverse effects shall be clearly marked on their containers. Suitable protective clothing and equipment must be provided to employees handling such materials and substances.

IN WITNESS WHEREOF, the parties hereunder have set forth their hand and seal on the date stated above.

**NATIONAL ELEVATOR
INDUSTRY, INC.**

By:

E. JAMES WALKER, JR.
MARK F. WELTER
EARL M. ROMNES
THOMAS B. LAPORTE
JOHN E. CURRAN
DENNIS L. LAUTERBACH
ANTHONY M. BRIZZOLARA
LEE C. ARNOLD
MAURICE T. GAGE
JAMES L. COOPER
SUSAN A. SLAVIERO
LARRY G. McMILLAN
JERRY D'AMBROSIO

**INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS**

By:

JOHN N. RUSSELL,
General President

EDWARD C. SULLIVAN,
Assistant to the General President

RICHARD W. SCARIOT,
General Secretary-Treasurer

MIKE AVERY,
Labor Committee

BERNIE CAREY,
Labor Committee

DALE E. COALMER,
Labor Committee

MICHAEL J. HAMMAR,
Labor Committee

DOYLE LUMPKINS,
Labor Committee

FRED VESCO,
Regional Director and Labor Committee

JAMES H. CHAPMAN, JR.,
Regional Director

RONALD J. KOERBEL,
Regional Director

RUSSELL G. SCHERGEN,
Regional Director

**EMPLOYER MEMBERS
OF
NATIONAL ELEVATOR
INDUSTRY, INC.**

Bay State Elevator Company, Inc., P.O. Box
910, Agwam, MA 01101-0910

Courion Industries, Inc., P.O. Box 7389, St.
Louis, MO 63177

Dover Elevator Company, P.O. Box 2177,
Memphis, TN 38101

Eastern Elevator Company, Inc., P.O. Box
9733, New Haven, CT 06536-0733

Elevator Sales & Service, Inc., P.O. Box 5,
Dalton, MA 01226

Fujitec America, Inc., 401 Fujitec Dr.,
Lebanon, OH 45036

Gallagher Elevator Company, Inc., 135 South
Division Street, Buffalo, NY 14203

H&H Elevator Company, 424 West Town
Street, Columbus, OH 43215

Hobson Elevator Company, 4111 Overland
Road, Boise, ID 83705

Hollister Whitney Elevator Corporation, 2603
N. 24th St., Box 4025, Quincy, IL 62301-4025

Independent Elevator Company, 126 Peekstok
Rd., Kalamazoo, MI 49001

Jenkins Elevator Company, P.O. Box 240,
Penns Park, PA 18943

Liberty Elevator Corporation, 63 East 24th
Street, Paterson, NJ 07514

Lonsdale Elevator Service Company, P.O. Box
L, Vernon, CT 06066

Marshall Elevator Company, 2015 Mary St.,
Pittsburgh, PA 15203

Millar Elevator Service Company, P.O. Box
960, Holland, OH 43528

Montgomery KONE, 1 Montgomery Court,
Moline, IL 61265

O'Keefe Elevator Co., Inc., 701 N. 20th St.,
Omaha, NB 68102-4598

Powers Elevator Company, 232-A Gold Rush
Rd., Lexington, KY 40503

R&O Elevator Company, Inc., 8324 Pillsbury
Ave., South, Bloomington, MN 55420

Reliance Elevator, 1101 W. Adams Street,
Chicago, IL 60607

Schindler Elevator Corporation, P.O. Box
1935, Morristown, NJ 07962-1935

Schumacher Elevator Company, P.O. Box 393,
Denver, IA 50622

Security Elevator Company, P.O. Box 62010,
King of Prussia, PA 19406

Seelar Elevator, Inc., P.O. Box 6157, Erie, PA
16512

Serge Elevator Company, One Industrial Rd.,
Woodridge, NJ 07075

**LOCAL UNIONS
OF
INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS**

- Local No. 1, New York, NY
- Local No. 2, Chicago, IL
- Local No. 3, St. Louis, MO
- Local No. 4, Boston, MA
- Local No. 5, Philadelphia, PA
- Local No. 6, Pittsburgh, PA
- Local No. 7, Baltimore, MD
- Local No. 8, San Francisco, CA
- Local No. 9, Minneapolis, MN
- Local No. 10, Washington, DC
- Local No. 11, Cincinnati, OH
- Local No. 12, Kansas City, MO
- Local No. 14, Buffalo, NY
- Local No. 15, Milwaukee, WI
- Local No. 16, New Orleans, LA
- Local No. 17, Cleveland, OH
- Local No. 18, Los Angeles, CA
- Local No. 19, Seattle, WA
- Local No. 20, Louisville, KY
- Local No. 21, Dallas/Fort Worth, TX
- Local No. 23, Portland, OR
- Local No. 24, Birmingham, AL
- Local No. 25, Denver, CO
- Local No. 27, Rochester, NY
- Local No. 28, Omaha & Lincoln, NE and
Council Bluffs, IA
- Local No. 30, Memphis, TN

Local No. 31, Houston, TX
Local No. 32, Atlanta, GA
Local No. 33, Des Moines, IA
Local No. 34, Indianapolis, IN
Local No. 35, Albany, NY
Local No. 36, Detroit, MI
Local No. 37, Columbus, OH
Local No. 38, Salt Lake City, UT
Local No. 39, Providence, RI
Local No. 41, Springfield, MA
Local No. 44, Toledo, OH
Local No. 45, Akron, OH
Local No. 46, Rock Island, IL
Local No. 48, Charleston, WV
Local No. 49, Jacksonville, FL
Local No. 51, Richmond, VA
Local No. 52, Norfolk, VA
Local No. 55, Peoria, IL
Local No. 57, South Bend, IN
Local No. 59, Harrisburg, PA
Local No. 60, Billings, MT
Local No. 61, Evansville, IN
Local No. 62, Syracuse, NY
Local No. 63, Oklahoma City, OK
Local No. 64, Knoxville, TN
Local No. 71, Miami, FL
Local No. 74, Tampa, FL
Local No. 79, Little Rock, AR
Local No. 80, Greensboro, NC
Local No. 81, San Antonio, TX
Local No. 83, Tulsa, OK
Local No. 84, Reading-Allentown, PA

Local No. 85, Lansing, MI
Local No. 91, New Haven, CT
Local No. 92, Springfield, IL
Local No. 93, Nashville, TN
Local No. 94, Wichita, KS
Local No. 95, Portland, ME
Local No. 98, Shreveport, LA
Local No. 105, Rockford, IL
Local No. 124, Mobile, AL
Local No. 126, Honolulu, HI
Local No. 131, Albuquerque, NM
Local No. 132, Madison, WI
Local No. 133, Austin, TX
Local No. 135, Charlotte, NC
Local No. 138, Poughkeepsie, NY
Local No. 139, Orlando, FL
Local No. 140, Phoenix-Tucson, AZ

APPENDIX "A"

Decisions of the Joint Industry Committee

The following decisions of the Joint Industry Committee were included as Appendix A to the Standard Agreement between NEII and the IUEC which expired on July 8, 1987. NEII and the Union recognize these decisions as binding during the term of the present Agreement, except to the extent any of these decisions are in conflict with changes made to Article IV or Article IV(A) during negotiations for the present Agreement.

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

4. Multi-Wire Cable

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

5. Key Hole Slots

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

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

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

6. Escalators

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

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

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

Upper and lower sprockets or carriages are to be installed in the field by Elevator Constructors. See Article IV, 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 connections.

8. Plug-in Connections Door Protection

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

9. DMR Plug-in Connection

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

It is agreed that the Employer will use up present stock of regulators equipped with plugs. However, any regulators installed on new jobs after July 1, 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' Center-opening Operator as per photo dated 12/13/67)

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

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

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all

greenfield connectors and the magnetic locks shall be removed.

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

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

13. Pre-Assembling of Machine to Machine Beams (Armor Elevator Co.)

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

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

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

15. Type M Hoistway Door Track Assembly (Houghton 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 Blocking Beams to Machine Beams (General Elevator Company of Baltimore)

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

17. Dover 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 Basement Type #28 Geared Machine with deflector sheave attached as per DS Sheet 274D and Otis Basement Type 16BT machine with attached deflector sheave as per sheet 6588G are not in violation of Article IV of the Standard Agreement.

19. Top Emergency Exit Switches (Otis)

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

20. Otis Integral Hanger

That the primary function and responsibility of both the Union and the Industry is to assure a safe, reliable and workmanlike installation as regard door equipment. The Employers agree that they cannot object to the dismantling of components if such becomes necessary to accomplish this.

(It continues:) There has been some question on interpretation of this clause, therefore, it has been agreed that the application of this decision requires that the mechanic-in-charge use his discretion with regard to removal of the hanger bar to accomplish the stated objective. Management supervisors should not be critical or attempt to penalize the mechanic for using such discretion but if he questions the decision, it should be adjusted between the Construction Manager and the Local Business Representative.

At the 1954 meeting of the International Executive Board and the Manufacturers' Labor Committee, it was mutually agreed that:

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

21. Cargo Masters 500 lbs. up to 1000 lbs.

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

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

Ejector unit must be shipped separately.

The above conditions apply specifically to the Cargo Master with a capacity of 500 lbs. to 1000 lbs. as manufactured by Guilbert, Inc., and are not to be applied to the D/W provision of Article IV, Paragraph 3, Item 3, of the Standard Agreement.

22. Procedure For One Man Pressure Relief Valve Test

At a meeting of the National Arbitration Committee held on February 8, 1984, at the Sheraton Bal Harbour, Bal Harbour, Florida, it was jointly agreed that pressure relief valve test work may be performed by one mechanic so long as the following procedure is followed:

Item 1. The elevator must be equipped with a quick release coupling to which a pressure gauge could be connected.

Item 2. The Elevator Constructor mechanic is to be supplied with a temporary run button (the cable is to be of a length which would permit the Elevator Constructor to position himself outside of the machine room or the hoistway while performing the test).

Item 3. With the elevator at the top floor, doors closed, shut off the main line disconnect.

Item 4. Disconnect one wire, which places the elevator on inspection, add one jumper on the direc-

tional limit, one jumper on the final limit, and connect the temporary run button to the appropriate terminals.

Item 5. Connect the pressure gauge to the quick release coupling.

Item 6. Put in the main line disconnect and position yourself outside of the machine room and/or hoistway and using the temporary run button, run the elevator up against the stop ring until you observe (hear) the bypass valve open.

Item 7. After checking the pressure gauge the mechanic is to open the bottom hoistway door and observe the cylinder and pipe for possible damage or leakage.

Item 8. If damage has occurred it will be repaired in the normal manner using a repair crew.

Item 9. The car will then be restored to normal service and observed as it runs the first few trips.

July 14, 1977

It is understood and agreed that where a man has worked for more than one company and has worked at least 1750 hours entitles him to the minimum vacation pay guaranteed by Article XII. The obligation to pay minimum Vacation Pay shall be prorated between all the companies for whom the man worked based upon the hours the man worked for each company. The determination regarding a proration shall be made as of the end of the Vacation year December 31.

E. A. Treadway

AGREED:
Frank Aquilino

July 14, 1977

Dear Mr. Callan:

This letter is written to confirm the oral representation made to NEII during the 1977 negotiations that the International Union of Elevator Constructors would hold NEII harmless in the event of litigation involving the applicability and/or enforcement of Par. 3 of Article III.

E. A. Treadway
General President IUEC

National Elevator Industry, Inc.
185 Bridge Plaza North
Fort Lee, NJ 07024

Attn: E. James Walker, Jr.

Dear Mr. Walker:

During the term of the July 9, 1997 to July 8, 2002 Standard Agreement the IUEC and NEII are prepared to meet at any time to discuss matters of mutual concern to the Union and Employers. If after such discussion NEII and the Union mutually agree that it would be advisable to reopen the Standard Agreement for the purpose of modifying specific provisions they may do so, and any change made in the Standard Agreement shall be binding on the signatories to the Standard Agreement.

The foregoing shall not impose any obligation on either party to reopen the Agreement so as to change any provision of the Agreement.

Sincerely,
John N. Russell

AGREED:
E. J. Walker, Jr.

MEMORANDUM OF AGREEMENT

This will confirm that during the negotiations for the collective bargaining agreement between NEII and the IUEC to be effective July 9, 1992, the parties agreed to the following:

a) In the event that the Employer experiences difficulties with employee response to emergency overtime call-backs in any local office, the Employer shall inform the local union and the local union shall cooperate with the Employer in establishing a call-back system. In the event the Employer and the local union cannot agree on the establishment of the call-back system the Employer and the IUEC shall establish a call-back system.

b) Employees on contract service shall be required to carry and use beepers or any other designated communication devices that permit them to be contacted and informed of an emergency call while the employee is on the way to work at the beginning of the work day and while the employee is on the way home from work at the end of the work day.

E. James Walker, Jr.

AGREED:
John N. Russell

International Union of Elevator Constructors
5565 Sterrett Place, Suite 530
Columbia, MD 21044

Dear Mr. Russell:

This letter will confirm the transfer policy between the primary and subprimary of the newly merged locals will be as follows:

- a) Each merged local becomes a subprimary of the local with which it was merged.
- b) The current employees form the permanent bench in each subprimary and primary.
- c) The current expense agreement in each affected local will remain in effect until replaced by a new expense agreement negotiated between NEII and the IUEC.
- d) An employee sent from the primary to the subprimary, or vice versa, on a temporary basis will be paid expenses as required by his/her permanent base expense agreement.
- e) An employee who is transferred on a permanent basis from the primary to the subprimary, or vice versa, and this assignment does not require a household move shall receive four (4) weeks per diem from his/her old location expense agreement, thereafter he/she is a permanent employee in the new location.
- f) An employee who is transferred on a permanent basis from the primary to the subprimary, or vice versa, and does require a household move shall re-

ceive six (6) weeks per diem from his/her old location expense agreement, thereafter he/she is a permanent employee in the new location.

g) When a person on the bench is hired in the primary and/or subprimary he/she shall be used in the new location by application of paragraphs (d), (e), or (f) above.

h) When an employee is permanently transferred, as outlined in paragraphs (e) and (f) above, he/she is guaranteed a total of six (6) months employment in the new location or he/she will be paid per diem for the entire period less the per diem already paid.

This provision (h) does not apply if the employee is discharged for cause.

This letter will apply to those local unions which were merged prior to January 1, 1992, only.

Very truly yours,
E. J. Walker, Jr.

AGREED:
John N. Russell

July 8, 1992

Mr. John N. Russell
General President
International Union of Elevator Constructors
5565 Sterrett Place - Suite 530
Columbia, MD 21044

Dear Mr. Russell:

This will confirm the understanding reached during our recent negotiations concerning local unions that may be merged or dissolved by the International Union of Elevator Constructors (IUEC) after January 1, 1992 and until the termination of the Standard Agreement that will expire on July 8, 2002. NEII agrees to meet and discuss the effects of such mergers on a local by local basis. Such discussions shall include but are not limited to hiring, expense agreements and open territory between the merged locals.

There shall be no change in any term or condition of employment under the Standard Agreement or any local expense agreement until such time as the parties reach a mutual agreement as to such changes.

It is further agreed that such discussions are to begin as expeditiously as possible following the conclusion of negotiations for a new Standard Agreement.

Very truly yours,
E. James Walker, Jr.
Executive Director

AGREED:
John N. Russell

John N. Russell, General President
International Union of Elevator Constructors
5565 Sterrett Place - Suite 530
Columbia, MD 21044

Dear Mr. Russell:

This will confirm the understanding reached during the recent contract negotiations concerning holidays that fall on Saturday or Sunday and that are celebrated on Friday or Monday, respectively.

The Union agrees that the Employer has an obligation to provide contract service to some of its customers on these Friday or Monday holidays. The Union further agrees that to provide such service it must require contract service employees to work on such days. It is agreed that the Employer shall have the right to schedule employees to work on such days in sufficient numbers needed to perform such work. The Employer agrees that it will make every effort to consider the desires of its employees when employees are scheduled to work such days.

Very truly yours,
E. James Walker, Jr.

Agreed:
John N. Russell

June 3, 1992

Mr. John N. Russell, General President
International Union of Elevator Constructors
5565 Sterrett Place - Ste 530
Columbia, MD 21044

Dear Mr. Russell:

The parties recognize that, during the term of the Standard Agreement, there is a possibility that federal legislation or regulations may be enacted which would substantially affect the health and welfare benefits provided under the Standard Agreement, the costs of such benefits or the deductibility for federal income tax purposes of the amounts paid by Employers for such benefits. In such event, either NEII or the IUEC may serve a written notice on the other party to reopen the Standard Agreement with respect to Article XVII.

The parties shall then have a period of ninety (90) days after the service of the notice of reopening to meet and negotiate a mutually agreeable amendment of Article XVII. In the event the parties do not reach a mutual agreement upon an amendment of Article XVII within the ninety (90) day period, either NEII or the IUEC may refer the matter to final and binding arbitration pursuant to the provisions of Article XV, Par. 7.

Article XVII shall continue in full force and effect until such time as the parties reach a mutual agreement to amend Article XVII or until such time as the impartial arbitrator issues a final and binding

award with respect to an amendment of Article XVII, whichever occurs first.

The intent of this letter is only to protect the Employers from being assessed additional costs greater than the contribution rate provided in the Standard Agreement for welfare and health benefits provided under the Health Benefit Plan.

Very Truly Yours,
E. James Walker, Jr.

Agreed:
John N. Russell

John N. Russell, General President
International Union of Elevator Constructors
5565 Sterrett Place - Suite 310
Columbia, MD 21044

Dear Mr. Russell:

This letter will express the understanding and agreement of the parties regarding their desire to establish and implement a reliable method of testing new and inexperienced applicants who desire employment as elevator constructor helpers or mechanics under the terms of the Standard Agreement.

It is intended that such pre-hire testing be funded and administered by the National Elevator Industry Education Program (NEIEP). Therefore the matter is referred to the NEIEP Trustees for resolution. It is further understood that it may be necessary to revise NEIEP's Trust Agreement to permit NEIEP's involvement in this activity. The NEIEP Trustees are directed to recommend to the parties such changes in the NEIEP Trust as are appropriate to permit NEIEP to engage in the development and implementation of a validated pre-hire examination. Further, the NEIEP Trustees shall advise the parties as early as possible of the time needed to develop and implement such a pre-hire examination.

Very truly yours,
E. James Walker, Jr.

AGREED:
John N. Russell

SUBSTANCE ABUSE

The purpose of a Substance Abuse Program is: to eliminate the use of drugs in the workplace; to assist employees with substance abuse related illnesses; to have a safe workplace and efficient workforce.

STATEMENT OF PRINCIPLES

1. There shall be no random testing for drugs or alcohol for any reason. An employee who refuses to submit to random testing of any kind shall not be disciplined, nor shall that employee be refused access to the jobsite.

2. Testing may be performed on new-hire applicants for employment as a condition of employment prior to placing them on the payroll. However, bargaining unit members (i. e. employees who have already worked in the industry) must be exempt from any such pre-employment testing.

3. An employee may be considered for testing when probable cause exists to believe that the employee is impaired on the job. Probable cause will be deemed to exist under the following circumstances;

(a) The employee's conduct or actions indicating alleged impairment shall be observed by one supervisor on the jobsite and confirmed by a second supervisor whenever possible. The supervisor(s) shall record their ob-

servations in writing stating the date, time, length of observation, jobsite and actions of the employee which they believe constitute drug or alcohol impairment. Such statements shall be signed; and

(b) A determination is made that the employee's conduct is symptomatic of alcohol or drug impairment by an independent physician or health care professional qualified to make such a determination, following a consultation with the employee. The physician or health care professional shall be of the Employer's choosing and the cost of such consultation and determination shall be borne by the Employer if it is not covered by applicable insurance; or

(c) Any employee involved in an accident which results in professional medical treatment or damage to company property will be required to submit to a test for the presence of alcohol or drugs. This requirement will be waived when the injury or accident was solely the result of a third party's action, or where it can be determined that drugs or alcohol were not a contributing factor.

4. An employee who is properly requested to undergo testing in accordance with the minimum procedures set forth in item 3 above and who refuses on the first occasion shall be allowed forty eight (48) hours to comply with this request. If the employee still refuses, then the employee is subject to disciplinary action up to and including termination.

5. The Employer must use a recognized and reputable concern for testing, with sufficient facilities and quality control features to ensure accuracy in test diagnosis and the capability to store samples. Chain of custody procedures must be observed at all times.

6. The results of the test of an employee who tests positive the first time must be confirmed by an alternative scientific method. An employee who disputes positive results shall have the right within ten (10) working days of when he is notified of the test results to have his initial sample independently retested by an authorized laboratory of his choice at his own expense. If the independent retest indicates a negative result, the Employer may elect to retest the employee's initial sample. If the results are again negative, the employee will be put back to work immediately (if he is off work) and made whole for any loss of pay occasioned by the first positive test results.

7. An employee whose final test results are positive will be referred to the Employer's Employee Assistance Program or some other recognized and approved rehabilitation or counseling program. The cost of such programs may be offset by appropriate insurance coverage. If the employee enters such a program, his status as an employee will not be affected and he will be allowed access to the job under the conditions established by the program. An employee who refuses a proper request to enter and participate in such a program may be barred from returning to work.

8. Testing may be for drug or alcohol impairment only and not for any other medical conditions. Neither the Employer, nor any medical or testing personnel, shall disclose any information regarding the fact of testing or the results of testing to any other employer or customer. All test results and related information will be given the same confidentiality as any other medical information in the company.

9. Any employee(s) who possesses, sells, transports or distributes illegal drugs or unauthorized alcohol at a work site, on the company premises, or on company time is subject to immediate discharge.

10. This statement of principles shall apply to all employees represented by the International Union of Elevator Constructors.

May 8, 1990

E. A. Treadway
General President
IUEC, Suite 530
5565 Sterrett Place
Columbia, MD 21044

Dear Mr. Treadway:

This letter will confirm the agreement reached between NEII and the IUEC concerning conflicts between the Elevator Industry's Substance Abuse Program and substance abuse requirements established by owners, customers, project managers, general contractors, or the like (hereafter referred to as the "customer") as a condition of the award or any contract for elevator work.

The Employer agrees that it will continue to pursue good faith efforts to have the Elevator Industry's Substance Abuse Program accepted where a substance abuse program is required by a customer as a condition of any contract for elevator work. However, whenever, after such good faith effort, the customer still will not accept the Elevator Industry's Substance Abuse Program, it is agreed that the program may be superseded by the requirements of the customer.

A "good faith effort" shall mean that the Employer will, at a minimum, perform the following actions to attain acceptance of the Elevator Industry's Substance Abuse Program:

(a) Advise the customer, in writing, that: the Employer is bound to a collectively bargained, industry-wide Substance Abuse Program that is preferable in its objectives to any other program, that the industry-wide Substance Abuse Program is successful in its own right in combating the effects of substance abuse in the work place;

(b) If, after such efforts, the customer still insists on its own requirements, the Employer will attempt to obtain the customer's agreement that only those more stringent requirements of the customer's substance abuse program need be met in addition to the elevator industry's own Substance Abuse Program;

(c) Finally, when all such efforts have failed, and the customer insists on its own requirements, the Employer will agree to be bound to the customer's substance abuse requirements, the Employer, however, shall continue to be bound to those terms of the Elevator Industry's own Substance Abuse Program where such program is not in conflict with the customer's requirements .

It is also agreed that in instances where the Employer's good faith efforts are unsuccessful and the customer will not accept the Elevator Industry Substance Abuse Program, the Employer, whenever possible, will first utilize employees who volunteer to work on such jobs. Should insufficient employees vol-

unteer, the Employer shall have the right to assign employees to such jobs.

The Employer will not discipline or discharge employees because such employees refuse to volunteer or accept such assignments. The Union, on the other hand, recognizes that employees who refuse to volunteer or accept such assignments may be subject to layoff for lack of work.

This agreement shall remain in effect until March 30, 1991 and shall remain in effect thereafter on a year to year basis unless either party expresses a desire to terminate this Agreement by notifying the other in writing, no less than sixty (60) days prior to the anniversary date. However, the terms of this agreement shall continue to be observed on all jobs where the Employer has agreed to be bound by the customer's substance abuse requirements until such time as the work is completed or the Employer's contract with that customer has terminated.

Please indicate your agreement by signing under the word AGREED below.

Sincerely,
E. James Walker, Jr.
Labor Relations Manager

AGREED
E. A. Treadway

MERGERS

	Present	1st	2nd	3rd
Charlotte, NC	17.90			
Columbia, SC	18.52			
		100%		
<hr/>				
Lansing, MI	25.62			
Grand Rapids, MI	23.83			
		95.5%	98%	100%