
International Union of Elevator Constructors

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September 7, 2005

Mr. Henry Bechard
Director, Labor Relations
Otis Elevator Company
One Farm Springs
Farmington, CT 06032

Re: Nutserts Settlement

Dear Mr. Bechard:

In signing this agreement, the IUEC wishes to clarify the following:

- 1) The \$100.00 payment for each employee referred to in the first paragraph of Mr. Bechard's August 29, 2005 letter is in addition to the \$100.00 payment for each employee Otis Previously agreed to on October 4, 2004; and
- 2) As the last sentence of Mr. Bechard's August 29, 2005 letter indicated, in signing the IUEC does not accept the other positions detailed by Otis in Mr. Bechard's letter and will continue to asset the positions stated in the IUEC's August 16, 2005 letter to Mr. Bechard regarding arbitration of the company's grievances against Local 4.

Sincerely,

James H. Chapman, Jr.
Assistant to the General President

JHC/mrg

Otis
A United Technology Company

Otis Elevator Company
One Farm Springs
Farmington, Connecticut 06032-2500
(980) 876-6000
August 29, 2005

Mr. James H. Chairman, Jr.
Assistant to the General President
I.U.E.C.
7154 Columbia Gateway Drive
Columbia, MD 21045

Re: Nutserts Settlement

Dear Mr. Chapman:

I am writing in response to your latter dated August 16, 2005 regarding the above-referenced topic. Otis agrees to pay \$100 into the Annuity Fund for each IUEC-represented Otis construction mechanic and helper/apprentice on the payroll as of June 1, 2005 in settlement of the dispute concerning the factory punching of holes in doors for nutserts and the factory installation of nutserts in doors for those doors shipped after our earlier agreement. Please signify your acceptance of the above-settlement by signing below.

I also wanted to address the other issues discussed in your letter. It is Otis' position that the prior settlement did not include or settle Otis Grievance Nos. OTIS-4-2004-2, -3, and -4. By its terms, that prior settlement only settled the issue of factory punched holes for nutserts and factory installation of nutserts in doors. There is no mention in that agreement of Otis' grievance or the work stoppage engaged in by Local No. 4 that is the subject of those grievance. Otis is not withdrawing those grievances. Moreover, the arbitration on those grievances was originally scheduled to occur on June 9th only to be postponed the day of the hearing. To my knowledge, the Union had never raised the argument that those grievances were covered by the earlier settlement agreement before June 9th.

It is also Otis' position that the only issues properly before the Arbitrator at the arbitration of those grievances are the issues contained in those grievances. Specifically, Gr. Nos. OTIS-4-2004-2, -3, and -4 concern Local No. 4's violations of the labor contract related to the job action at the Bentley College job site in May 2004 and the ensuing work stoppage. While the Union can attempt to raise whatever issues it sees fit at the arbitration, please be advised that Otis does not consent to, and will object to the Union's attempts to place any additional issues before the Arbitrator.

I recognize that your signature below only acknowledges your acceptance of the settlement terms in the first paragraph of this letter and will not be construed by Otis as an acceptance of our other positions detailed in this letter.

Sincerely,

Henry P. Bechard
Director, Labor Relations

* _____
Signed by:

9/7/05
Date

*Signed in conjunction with the attached letter of clarification dated September 7, 2005.