

# BEDPLATE ARBITRATION

FEDERAL MEDIATION AND CONCILIATION SERVICE  
DAVID A. PETERSEN, ARBITRATOR

) ARBITRATOR'S OPINION  
) AND AWARD

In the Matter of Arbitration  
between

) FMCS 98-10629  
)  
) September 28,2000

NATIONAL ELEVATOR INDUSTRY, INC.  
THYSSEN-DOVER ELEVATOR COMPANY  
KONE, INC.

and

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

Subject: Work Jurisdiction - Bedplates  
Contract Provision Involved:  
Article IV of the July 9, 1997 to  
July 8, 2002 Standard Agreement

Appearances of Counsel:

Charles O. Strahley, Esquire  
On behalf of the NEII

Robert Matisoff, Esquire  
On behalf of the IU EC

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## **OPINION 98-10629**

In this case arising under the July 9, 1997 to July 8, 2002 Standard Agreement between the National Elevator Industry; Inc. (NEII) and the International Union of Elevator Constructors (IU EC), and referred to arbitration by the Joint Industry Committee, it is claimed that Employers Thyssen Dover (formerly Dover) and KONE (formerly Montgomery-KONE) violated Article IV by preattaching blocking beams to elevator machine bedplates in the factory and by predrilling holes in beams in the factory for the attachment of secondary or deflector sheaves. The IU EC disputes the NEII's position that these beams actually constitute a part of the elevator machine bedplates and, therefore, that this fabrication and drilling work is factory work and not Elevator Constructor bargaining unit work.

According to the IU EC, Article IV of the Standard Agreement clearly requires that all elevator construction work be performed by Elevator Constructors in the field unless a specific exception is provided in the contract. The IU EC initially cites the following portions of Article IV as relevant to the proper disposition of this case:

" 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. \* \* \*

(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.

(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.”

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The IUEC notes that while other Article IV provisions recognize the Employers' right, by exception, to have some preassembly and prefabrication work performed, nothing in Article IV authorizes the preassembly and predrilling of beams which raise and/or support elevator machine bedplates and deflector sheaves. The IUEC thus stresses that both the contract and the longstanding practice of the parties recognize that Elevator Constructors are entitled to perform the assembly of this elevator equipment in the field.

The IUEC insists that the steel beams at issue are not properly characterized as part of the bedplate of either the Dover or Montgomery elevator machines involved in this matter. The IUEC stresses that a bedplate, as defined by the parties' jointly-administered National Elevator Industry Educational Program (NEIEP) in its Elevator Terms illustrated glossary, is "a steel or cast-iron platform on which a machine is placed." And the IUEC observes that the illustration accompanying the definition of the term bedplate in the current NEIEP glossary is "a drawing of a machine sitting on a platform consisting of a single layer of steel support." In the IUEC's opinion, the steel beams in this case are blocking beams or raising beams' since they are attached below the platforms on which these elevator machines are placed, and the beams effectively raise the level of the elevator machine in the machine room. The IUEC also basically urges that, for purposes of drilling holes in beams for the attachment of deflector sheaves -- which is work that had historically been performed by Elevator Constructors when deflector sheaves were mounted in the traditional fashion, below the machine beam or machine room floor and in the hoistway -- the work should continue to be performed by bargaining unit forces because it is indistinguishable from work on overhead beams within the meaning of Article IV,

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1 Blocking beams (sometimes called Raising Beams), as defined in the NEIEP Elevator Terms illustrated glossary, are "steel beams placed on machine beams to raise the level of machine room equipment usually to provide space between the bedplate and the machine beams for pouring a concrete floor." Machine beams, as defined in the NEIEP Elevator Terms illustrated glossary, are "two or more horizontal steel beams which support the elevator driving machine. The prime function of machine beams is to carry the load of the drive machine, elevator car, and counterweights. They are not considered a structural part of a building."

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Paragraph 2(g).2 It rejects the notion that the transition in the industry to locating the deflector sheaves above the machine beam or machine room floor transforms the work of drilling holes in beams to mount the

deflector sheaves from bargaining unit work to factory work. The IUEC asserts that all the disputed work has in fact been recognized as Elevator Constructor work on various job sites over the years as evidenced by a number of prior grievance settlements.

The IUEC offered witnesses and documentary evidence in support of its case. The General President of the IUEC and the Assistant to the General President testified. It was said that Elevator Constructors have historically assembled elevator equipment in the field. Elevator Constructors have attached blocking beams to raise the level of machine room equipment and they have drilled beams used to mount deflector sheaves. While it was not claimed that Elevator Constructors have the contractual right to fabricate bedplates or drill holes in bedplates, it was claimed that the so-called bedplate assemblies which are at issue in this case do not constitute bedplates as understood and mutually defined by the parties in the NEIEP Elevator Terms illustrated glossary.

It was noted that neither the Standard Agreement nor the NEIEP defines the term bedplate assembly, and it was contended that the series of beams which are welded or predrilled and bolted below the Dover and Montgomery machines in this case were nothing more than blocking beams and did not constitute a part of the bedplates regardless of where the isolation pads were located on these assemblies. These beams were said to be similar if not identical to the "framing" referred to in NEIEP Module 6, Unit 1 - Machine and Sheave Installation, which is undisputedly bargaining unit work. It was indicated that these beam assemblies began to be referred to as part of the bedplates when the companies decided to move deflector sheaves into the machine room. The witnesses had no objection to this relocation of deflector sheaves, given the attendant reduction in noise transmitted to the building and the increased facilitation of maintenance on the sheaves, but it was adamantly disputed that the attachment of the beams and the drilling of these beams thus became work which could now properly be performed in the factory rather than in the field as before.

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2 Overhead and overhead structure are defined in the NEIEP Elevator Terms illustrated glossary, respectively, as "the upper end of the elevator hoistway" and "all of the structural members, platforms, etc. supporting the elevator machinery, sheaves, and equipment at the top of the hoistway."

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The NEIL maintains that no violation of Article IV of the Standard Agreement occurred in this case. The NEIL asserts that Employers Thyssen-Dover and Montgomery-KONE have a longstanding practice of manufacturing and assembling elevator machine components (ex., motor, gearbox, drive sheave, brake assembly and bedplate) in their factories, and that the bedplates at issue are simply components of their elevator systems. Factory employees have historically constructed bedplates and drilled holes in bedplates. Elevator Constructors have no valid claim to assemble or drill bedplates. The NEIL notes that bedplates have changed over time; bedplates have been manufactured in different sizes and shapes, and they have been made out of different materials and have included different structural parts. In the NEIL's opinion, though, while bedplates may vary in appearance they are functionally identical in that they all serve to align the other elevator components mounted upon it (ex., the motor, gear box, drive sheave assembly, brake assembly and secondary sheave assembly); provide a structural path for the loads from the elevator cars and counterweights to the building; provide a stable platform which can be moved and aligned in the machine room, accommodating the alignment of the drive sheave and secondary sheave with the elevator car and counterweights; and provide a means and a surface to isolate the noise and vibrations of the elevator machine.

The NEIL stresses that Elevator Constructors have no right by contract or practice to manufacture bedplates, and the NEIL flatly denies that Article IV, Paragraph 2(g) accords Elevator Constructors the right to drill holes in bedplates for deflector sheaves. In this regard the NEIL refers to Decisions of the Joint Industry Committee to the effect that the drilling of holes in the machine bedplate in the factory for the attachment of deflector sheaves is not a violation of the Standard Agreement, and, although the drilling of holes in angle iron or channels attached to the sheaves for the purpose of mounting to the bedplate is bargaining unit work, the holes in angle iron or channels may be pre-scribed in the factory for later drilling in the field. The NEIL disputes that any of the beams located in the elevator machine room can properly be characterized as an overhead beam, since, by definition, an overhead beam is located in the upper end of the elevator hoistway and below the floor of the machine room. With regard to prior grievance settlements, especially those which

were expressly made without prejudice or precedent, the NEII urges that they should not be considered as evidence of an Employer binding itself to a contrary definition of overhead beams for purposes of Article IV, Paragraph 2(g).

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The NEII asserts that the Elevator Constructors' drilling of holes in overhead beams for the mounting of deflector sheaves, which occurred routinely before Dover began mounting deflector sheaves on the bedplates in late 1989 or early 1990 in response to customer requests to have these sheaves located in the machine room and isolated from the building structure so as to reduce noise and vibration, does not give bargaining unit forces the right to now drill holes in bedplates for the mounting of deflector sheaves. Article IV, Paragraph 2(g) provides for the drilling of holes in overhead beams by Elevator Constructors, but despite opportunities for renegotiation the contract still does not provide for the drilling of holes in bedplates by Elevator Constructors. The NEII also notes that the MR-26 geared traction machine and bedplate which is involved in this case is substantially identical to MR-21 and MR-26 models which were sold and installed by Armor Elevator Company earlier in the 1980's, before Armor was purchased by KONE, and that no work jurisdiction problems appear to have been raised with the installation of those machines.

The NEII, in its case, presented exhibits as well as testimony from a Codes and Standards Engineer for Dover, a Regional Field Manager for Schindler, a former NEII Manager of Codes and Safety, the NEII Executive Director, the Director of North American Research and Development for KONE, a retired Manager of Montgomery's Baltimore Office, and a Manager of Field Labor Relations for KONE. It was said that the GD-1, which was commercially available in late 1989 or early 1990, was the first Dover elevator machine which had a deflector sheave mounted on what the manufacturer terms the bedplate. It was indicated, though, that the GD-1 was not sent from the factory with predrilled holes for the deflector sheave; those holes were drilled in the field by Elevator Constructors. With regard to the MR-26, the Montgomery-KONE machine in this case, it was said that Armor Elevator (later bought by KONE and merged with Montgomery in December 1994) had marketed an MR-26 since 1984. That machine also had a deflector sheave mounted on what the manufacturer terms the bedplate. From the manufacturer or design standpoint, the location of the isolation pad on the elevator machine assembly defines the bedplate; whatever beams or supporting structures (including so-called legs or blocking posts) are located above the isolation pad is considered a part of the bedplate. It was agreed that the final alignment of the MR 26 on a job site is performed by the bargaining unit. A NEII witness stated that he could recall no previous Union complaints about MR-26 installations. Finally, with regard to grievance settlements, it was stressed that there are occasions when time constraints or other valid business reasons support a decision to resolve a dispute short of arbitration, and it was urged that no reliance should be placed on settlements which were entered into on the basis that they were to be without precedent or prejudice.

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Article IV of the Standard Agreement governs work jurisdiction issues for Elevator Constructor Mechanics and Elevator Constructor Helpers. Article IV, Paragraph 2(b) clearly provides that "all work specified in Article IV shall be performed exclusively" by these Mechanics and Helpers, and Article IV, Paragraph 2(b) designates "the erecting and assembling of all elevator equipment" as bargaining unit work.

It is acknowledged that Article IV does not accord Elevator Constructors the right to manufacture elevator components such as the motor, gearbox, drivesheave, deflector sheave and bedplate. That work has long been recognized as factory work rather than field work. Thus, if it is determined that the beams in these cases actually constitute a part of the elevator machine bedplate, the work involved in attaching and drilling these beams in the factory is not Elevator Constructor bargaining unit work and no violation of Article IV could be found to have occurred. However, if it is determined that these beams are not a part of the bedplate, then the preattaching and predrilling of these beams in the factory would violate Article IV as this work would be

bargaining unit assembly work envisioned by Article IV, Paragraph 2(b) and not otherwise excepted under one of the listed preassembling or prefabricating exceptions set forth elsewhere in Article IV.

The determination of whether the beams attached immediately below the steel platforms on which these Dover and Montgomery elevator machines are placed comprise part of the bedplate cannot be based on a generic definition of the term bedplate. Even though it might not be unreasonable to view these beam assemblies as a part of the bedplates in some other context, the term bedplate in the elevator industry is specifically defined. According to the parties' National Elevator Industry Educational Program (NEIEP), current standard terminology in the industry defines a bedplate as 'a steel or cast – iron platform on which a machine is placed. Neither this definition of bedplate nor the language of Article IV nor the mutually accepted practice in the industry is found to envision a bedplate configuration which includes additional beams being preattached below this platform. And the assembly of such additional beam in the field, as well as the drilling of beams for the attachment of deflector sheaves, is certainly work which Elevator Constructors are qualified to perform and have traditionally performed. This is work contemplated as being within their exclusive jurisdiction under Article IV. Therefore, in the absence of a mutually recognized and accepted change in standard terminology and/or contract language and practice in the industry, it is concluded that beams attached below the basic platform cannot be considered part of the bedplate. Based on this conclusion, neither the protested preattachment of these beams nor the protested predrilling of these beams can be found to constitute factory work. Elevator Constructors are entitled to perform this work consistent with Article IV, Paragraphs 1 and 2(b), and no alleged practice inconsistent with these provisions of the Standard Agreement can compel a different conclusion.

Accordingly, the case will be sustained to the extent that Article IV of the Standard Agreement is interpreted as precluding Elevator Constructors from being denied their right to assemble all elevator equipment in the field by mischaracterizing the subject beam configurations on these Dover and Montgomery machines as being a part of the elevator machine bedplates and by having these beams preattached and predrilled in the factory. As requested by the IUEC, the Employers will be directed to cease depriving Elevator Constructors of this bargaining unit work.

## **AWARD**

The case is sustained as set forth in the Opinion.

(Signature on File)  
David A. Petersen, Arbitrator