

THYSSEN SETTLEMENT AGREEMENT REGARDING BEDPLATE ARBITRATION COMPLIANCE ISSUES

Dear Brothers and Sisters:

We have recently reached an agreement with Thyssen about bedplate compliance issues arising out of the September 28, 2000 arbitration award. Because of the importance of notifying the membership, the agreement is being displayed here.

Fraternally,

Dana Brigham

THYSSEN AND THE IUEC AGREE AS FOLLOWS:

1. Thyssen has been shipping the GD2 in compliance with the Award since January 12, 2001. Barring circumstances not presently foreseen, by April 27, 2001, Thyssen intends to commence shipping the G30 with the three-piece bolted-together design previously described to the IUEC. Barring circumstances not presently foreseen, by June 29, 2001, Thyssen intends to begin shipping the G40 with the three-piece bolted-together design previously described to the IUEC. Barring circumstances not presently foreseen, Thyssen intends that the G30 will be shipped in full compliance with the Award by January 7, 2002 and the G40 by July 14, 2002. In the event unforeseen circumstances occur which affect any of these dates, Thyssen will promptly notify IUEC and appropriate adjustments to this settlement will be made.

2. Except as indicated in paragraph 3 below, Thyssen will pay in settlement of all claims for back pay (wages and fringe benefits, including Pension, Health Benefit, Education, Work Preservation and Vacation) for non-complying installations before the date of the Award the sum of \$125,000 to the National Elevator Industry Health Benefit Plan. Said payment will be made on October 2, 2001.

3. The IUEC has agreed that the GD2 machine as shown on the blueprint discussed on March 30, 2001 (Attachment 1) will be considered to be in compliance with the Award. For each and every installation of the GD2 machine between the date of the Award and January 12, 2001 (or any installed thereafter which do not conform to Attachment 1, notwithstanding the company's representation that the GD2 has been shipped in compliance since January 12, 2001), Thyssen will pay as compensation for hours lost 4 team hours, including wages at the applicable local union wage rate and fringe benefit contributions (Pension, Health Benefit, Education, Work Preservation and Vacation). In the case of the G30 and G40, Thyssen will pay as compensation for hours lost for each machine the following number of team hours, including wages at the applicable local union wage rate and fringe benefit contributions (Pension, Health Benefit, Education, Work Preservation and Vacation):

G30 - 14 Team Hours

G40 - 14 Team Hours

Said payments will be made to the National Elevator Industry 401(k) Retirement Fund for all installations made between the date of the Award and prior to April 1, 2001; thereafter, said payments are to be made to the first crew working on the job in question and the applicable benefit fund.

4. For each and every installation between the date when Thyssen begins shipping the G30 and G40 machines in the three-piece bolted-together design (shown in Attachment 2 and 3 without the third piece, the secondary sheave) until the date when the machines redesigned to be in full compliance with the Award are shipped, Thyssen will pay as compensation for hours lost for each installation the following number of team

hours, including wages at the applicable local union wage rate and fringe benefit contributions (Pension, Health Benefit, Education, Work Preservation and Vacation):

G30 - 12 Team Hours

G40 - 12 Team Hours

Said payments are to be made to the first crew working on the job in question and the applicable benefit funds. It is further agreed that all holes shown on the bottom beam assemblies in Attachments 2 and 3 and any other holes on said beams shall be field drilled, except for holes used exclusively for hoisting and shipping purposes.

5. All hoisting of the three-piece G30 and G40 sections previously referred to shall be in compliance with the applicable provisions of the Standard Agreement.

6. Thyssen will pay back pay to the members of IUEC Local 49 of Jacksonville previously identified by the IUEC, and all fringe benefit contributions to the applicable benefit funds, at the applicable rates of the team hours identified in paragraph 3 for the twelve machines installed at the Adams Mark Hotel project in Jacksonville, Florida.

7. Thyssen will provide on a monthly basis a list of all ongoing G30 and G40 installations to IUEC Assistant to the General President James H. Chapman, Jr. beginning April 1, 2001.

8. Thyssen will dismiss with prejudice the lawsuit filed in U.S. District Court for the Middle District of Florida against the IUEC and its Local 49, identified as Thyssen Elevator Co. v. Intl Union/Elevator, et al., old case number 3:00-cv-1039-J-25HTS and new case number 3:00-cv-1039-J-25TEM.

