

STANDARD AGREEMENT

*July 9, 1987 to
July 8, 1992*

INTERNATIONAL UNION
— of —
ELEVATOR CONSTRUCTORS



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, 1987, 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, 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 employment 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 re-

quired 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 supervi-

sion 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 job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.

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

Par. 3.

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

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

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

formed exclusively by Elevator Constructor Mechanics and Helpers.

Residence elevators shall mean elevators installed solely for use in a single family residence and not for general public use. Single family residences may be part of a multi-unit structure. Apartment house elevators shall mean an elevator installed in a multi-unit, multi-family structure, but not to exceed two (2) stories in height (i.e. 25 Ft.) and the elevator shall not make more than two (2) stops nor exceed a capacity of 2500 lbs.

(7) Preassembled plug connectors may be used to interconnect solid state components of the elevator systems, for instance:

- Solid state controllers,
- Power conversion modules,
- Speed and position monitoring devices,
- Load measuring devices,
- Digital data components.

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 pro-

vided in this Paragraph.

(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.

Work to be done in the field shall include setting and aligning of truss sections and supports, setting controllers, all wiring and conduit from the controller, 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 sub-contracts 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, and bundles of rails.

(c) The above heavy material in subparagraphs (a) and (b) shall be hoisted separately with the exception of plungers and cylinders, rails, beams 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 Constructor 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 exclusively 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 installa-

tion. 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 em-

ployee 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 President of the International Union of Elevator Constructors and the Employer. It is understood that if members of one local perform part of such work at an assembly site remote from the permanent job site, members of the local covering the permanent job site will perform the remainder of the work. The elevator work remaining to be done after modules have been put into permanent place, shall be performed by Elevator Constructor Mechanics and Helpers so that the jurisdiction of the Elevator Constructor as related to any other Building Trade, shall remain intact as outlined in the latest "Green Book" or "Plan for Settling Jurisdictional Disputes, Nationally & Locally" 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 travelling 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.

Unloading, handling, hoisting and lowering of material covered in (a) through (n) 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. 1A. The rate of wages to be paid to Elevator Constructor, Mechanics and Helpers shall be determined in accordance with the following wage plan:

Wage Rate Changes After July 8, 1987

Step 1. Prepare a list of the wage rates of the four (4) trades that were used in determining the last wage rate change of the local union. Then add the wage rates. This total shall be the combined amount of the wage rates of the trades used in determining the last wage rate change of the local union.

Step 2A. From the following seven (7) Atlantic City principal building trades: (1) bricklayers, (2) plasterers, (3) carpenters, (4) electricians, (5) sheet metal workers, (6) plumbers and steamfitters, and (7) ironworkers, prepare a list of those unions in the primary of the home town of the local union. Set forth separately for each such union the present wage rate paid to that union in the primary of the home town of the local union and all the increases in fringe benefits each such union obtained since thirty (30) days previous to the effective date of the local union's last wage rate change.

Step 2B. The home town primary and the seven local trade unions selected for the first wage rate change after July 8, 1987 shall be used during the life of this Agreement. The listing of wage rates and

benefits required in Step 2A shall be substantiated by copies of currently effective written agreements between the respective trade unions and employers.

Step 2C. If one or more of the requirements of Step 2A or Step 2B cannot be met and the failure to satisfy that requirement affects the determination of a wage rate for the Elevator Constructors, the Executive Director of NEII (or his designee) and the General President of the IUEC (or his designee) shall determine an alternative for such requirement(s).

Step 3. Select from the list compiled in Step 2A the four (4) trades with the highest wage rates.

Step 4. Add the wage rates of the four (4) highest trades. Also add all the increases in fringe benefits of these same four (4) trades. Then add together these totals and that amount shall be the combined wage rates and combined fringe increases of the four (4) highest trades.

Step 5. Subtract from the total computed in Step 4 the total computed in Step 1. The remaining amount shall be the gross increase.

Step 6. Divide the gross increase as

computed in Step 5 by four (4). The remaining amount shall be the average gross increase, which shall not be less than zero.

Step 7. Add the average gross increase computed in Step 6 to the existing wage rate of the Elevator Constructor Mechanics.

Step 8. Subtract from the total computed in Step 7 the credits agreed upon in Paragraph 1E. The result (unless otherwise modified in Step 9A or 9B or by the Special Wage Adjustment Program) shall be the wage rate for the Elevator Constructor Mechanics. It is the intention of the parties that this wage rate shall not be less than the Elevator Constructor Mechanic's existing wage rate except as it may be reduced for the credits agreed upon in Paragraph 1E.

Step 9A. Additional Wage Increase

For the first five (5) wage adjustments under this contract, an additional wage increase (AWI) will be added to the amount computed in Step 8 if the wage rate determined in Step 8 is less than fourteen dollars (\$14.00) per hour. The AWI will be determined by subtracting the existing wage rate from fourteen dollars (\$14.00) and dividing the difference by the

number of wage adjustments remaining under this contract. The result shall be the AWI. The AWI shall be added to the wage rate determined under Step 8 and the resulting amount will become the new wage rate of the Elevator Constructor Mechanics (unless further modified by the Special Wage Adjustment Program). At the fifth wage rate change under this contract the AWI shall not be less than the amount necessary to make the new wage rate \$14.00.

Step 9B. Cap

If the existing wage rate of the Elevator Constructor Mechanics at the time of a wage rate change is twenty dollars (\$20.00) per hour or more, increases in the existing wage rate shall be limited by a cap to be determined as follows:

(1) The cap will be computed by taking three percent (3%) of the total of the existing mechanic's wage rate and the contributions per hour of work, made by the Employer, to the Pension, Health and Welfare, and Education Funds.

(2) The existing wage rate shall be subtracted from the wage rate computed in Step 8.

(3) The amount determined by Step 9(B) (2) shall be compared to the amount determined in Step 9(B) (1) and the lesser

amount shall be added to the existing wage. The resulting amount will become the new wage rate of the Elevator Constructor Mechanics (unless further modified by the Special Wage Adjustment Program).

(4) Where the amount determined by Step 9(B) (2) exceeds the amount determined in Step 9(B) (1), the difference between the two amounts shall be considered as a reserve wage adjustment pool. The amount accumulated in the reserve wage adjustment pool shall be added to the amount determined in Step 8 at the next wage rate change. When amounts are added to Step 8 from this pool, this Step 9B shall continue to apply.

1B. It is recognized that the development of the substantiating data to support the foregoing Wage Rate Changes shall be the responsibility of the affected Local and the local NEII representative. Initially the affected Local shall develop data and the local NEII representative shall cooperate in the event the Local has difficulty in obtaining copies of any Local Trade Agreement. The affected Local shall submit its written request for a wage rate change to the Executive Director of NEII with a copy to the Area NEII Chairman, the IUEC Regional Director and the IUEC General Secretary-Treasurer. It is

further agreed that should a dispute arise over the computation of the Wage Rate Change, the NEII Office and the International Office of the IUEC shall be promptly notified in writing of the dispute.

1C. The wage rate for Elevator Constructor Helpers to be seventy (70) percent of the Elevator Constructor Mechanic's rate. The wage rate and effective date of increase for Probationary Helpers shall be fifty (50) percent of the Elevator Constructor Mechanic's rate for the first six months worked in any nine month period, as defined in Article X, Par. 3, after which the wage rate is to be seventy (70) percent of the Elevator Constructor Mechanic's rate.

1D. 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 12½% for all hours worked.

1E. (a) The amount of the credits for changes in wage rates applied for after July 8, 1987, under the above wage plan shall be as follows:

Wage Rate Change Contribution Level	Amount	
	\$3.87	\$3.58
First	45¢	74¢
Second	45¢	45¢
Third	45¢	45¢
Fourth	45¢	45¢
Fifth	45¢	45¢

The above amounts may be increased or decreased after the effective date of this Agreement by whatever different amounts (if any) NEII and Union may agree are necessary to fund the Welfare Plan, the Pension Plan and the Educational Fund Pursuant to the procedures specified in Articles XVII, XVIII and XIX.

1F. It is agreed that the Seitz, Haughton and Cayton arbitration decisions shall continue to be applied in determining what is a wage rate and what is a fringe payment of one of the Atlantic City Plan trades under the above plan. Where an Atlantic City trade rewords its agreement so that monies that are now considered part of the wage rate under the Seitz and Cayton decisions should properly be considered a fringe payment under the Haughton decision, these monies shall, for the purpose of the above plan, continue to be carried and considered as part of the trade's wage rate. Similarly,

monies that are now considered a fringe payment under the Haughton decision shall continue to be carried as a fringe payment where a trade rewords its agreement to include such monies as part of the wage rate.

1G. Increases in fringe benefits of the trades under the above plan shall include increases in employer's contributions and/or payments in cash or kind to or for plans, programs or funds for health and welfare, pensions, savings funds, vacation, holidays, supplemental unemployment benefits or any other such kind of fringe. It does not include reimbursement of expenses, changes in hours, change in overtime rates, or increases based upon compounding of benefits resulting from an unchanged percentage of the wage rate. However, a change in percentage of the wage rate for a fringe benefit shall be an increase.

1H. For purposes of computation hereunder, all increases in fringe benefits shall be translated where necessary into cents per hour.

II. No trade increase in rate or fringe benefit shall be used in more than one wage increase request hereunder. There shall be no duplication of increases.

Par. 2. Agreement upon the wage rate may continue as long as satisfactory to both parties, but no change in wage rate shall be made more often than eleven (11) months. Thirty (30) days' notice in writing shall be given by either party of a desire to make such change and such written notice shall constitute cause for a meeting of both parties. Change in wage rates shall not be effective in less than thirty (30) days after the effective date of the last wage rate change used in determining the Elevator Constructor Mechanic's and Elevator Constructor Helper's wage rates.

Par. 3. The wage rates 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.

Par. 4. It is understood that the wage rates and increases in fringe benefits used in arriving at the Elevator Constructors rates are to be taken from the building craft rates paid in the primary of home town of the local. Where a dual local exists the rates and increases in fringe benefits used may be taken from either of the two home towns, but not both, where a primary jurisdiction now exists. The home

towns selected shall be used during the life of this Agreement.

Par. 5. It is understood and agreed that where a local union fails to make a timely request for a wage rate, the IUEC and NEIU, in order to insure contributions to the fringe benefit funds, shall have the right jointly to place into effect a wage rate change.

Par. 6. It is understood and agreed that in no event shall the Employer's wage rate or its fringe benefit rate of contribution (Health & Welfare, Pension and Education Funds) exceed the lowest wage rate or lowest fringe benefit rate of contribution paid by any elevator constructor employer signatory to a collective bargaining agreement with the Union or contributing to such funds, for the type of work covered by this agreement performed in the same geographic jurisdiction of a given local union. (It is understood that wages in merged local unions shall be as per letter agreement on mergers dated June 25, 1987).

Par. 7. It is agreed that should a dispute arise from a wage rate change, the party raising the dispute shall notify the other party of the nature of the dispute, in writing, within thirty (30) days after the effec-

tive date of the wage rate change. Failure to properly notify the other party within the required time and in the required manner shall constitute a waiver of the right to dispute the wage rate change. Should a dispute arise and proper notice of such a dispute is given, NEII and the IUEC agree that the resolution of the dispute will be expedited so as to produce a resolution of the dispute within sixty (60) days of the date of the notice of the disputed wage rate. The parties agree that to accomplish this expedited resolution, the panel of arbitrators named in Article XV will agree to accept any dispute arising under this Article in accordance with terms set forth herein.

Pending the arbitrator's decision any portion of the wage rate change not in dispute shall be placed in effect and the Employer shall take sufficient steps to ensure that funds are available to pay the disputed portion within the time frame established in this Paragraph in the event an arbitrator rules it must be paid. Any amounts required to be paid by the arbitrator's decision shall be paid within ninety (90) days of issuance of the decision.

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. If the Friday after Thanksgiving Day is presently designated as an unpaid holiday under any Local agreement then the parties may mutually agree upon another designated unpaid holiday.

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 the regular overtime rates in addition to the holiday pay. Any unpaid holidays observed as provided in Par. 2 shall be without pay, but if worked shall be double time 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 Saturday. 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.

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, Par. 2 and 5. 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 7 A.M., and 5 P.M., five (5) days per week, Monday to Friday, inclusive. Hours of work at each job site 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 Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

Par. 4. When any four (4) of the seven named trades enumerated in Article V, Par. 1A of this agreement obtain a six (6) hour day, the Union shall work a six (6) hour day, the working day to be between the hours of 7 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.

ARTICLE VIII

Repair Work

Par. 1. Repair Work is hereby defined as general repairs and modernization work 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 counter-weight cables.

Replacement of any traveling cable.

Safety test where test weights are required.

Replacement of crosshead, counter-weight or deflector sheave bearings.

Rescoring of sheaves or drums.

Replacement of worm and gears.

Rebabbitting of bearings.

All work of installing sound isolation.

All hydraulic repair work except cleaning, oiling, greasing, 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.

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:

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.

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 work listed above during hours other than between 8 A.M. and 5 P.M., Monday to Friday, inclusive, it shall be paid for at double the rate of single time.

Par. 5. A modernization job is hereby defined as any work performed on apparatus enumerated in Article IV and Article IV(A) in any existing or occupied building to bring equipment up to date, except general repairs and contract service work.

Par. 6. It is agreed the regular working day shall consist of eight (8) hours between 8 A.M. and 5 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)

Shift Work on Modernization Work

Par. 1. A modernization job is hereby defined as any 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. Any other general repairs and contract service work shall be excluded from this Article.

Par. 2. 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. 3 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. 3. It is agreed that the "Day Shift" shall consist of eight (8) hours between 8 A.M. and 4:30 P.M., five days per week, Monday through Friday inclusive.

Par. 4. The shift following the "Day Shift" shall work 7½ 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. 5. 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. 6. Any work performed on Saturday, Sunday, Holiday shall be paid at double the hourly wage rate of the applicable shift including any premium rate.

Par. 7. 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. 8. The working hours set forth in Par. 3 and Par. 4 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, 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. One (1) helper 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.

The helper may work alone under the general supervision of the mechanic in his assigned district provided such helper is left on the job by the mechanic. When working alone the helper shall perform only oiling, cleaning, greasing, painting, replacing of combplate teeth, relamping and 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 one (1) 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)

Elevator Constructor Mechanics full time, the third Elevator Constructor employed in that office may be a Helper. The Helper may work alone under the general supervision of the Mechanic in the District provided such helper is left on the job by the Mechanic. When working alone such helper shall perform only cleaning, oiling, greasing, painting, replacing of comb-plate teeth, relamping and 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.

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 Welfare 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 7 A.M. and 6 P.M., five (5) days per week; Monday to Friday, inclusive. Any Mechanic assigned regular hours beginning before 8 A.M. or ending after 5 P.M. shall be so assigned for a thirty (30) consecutive calendar 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. In those cases where employees are assigned regular work hours under this paragraph which extend more than one hour beyond the regular quitting time in effect for employees performing contract service work in the local's jurisdiction under the prior collective bargaining agreement, the extended hours or any portion thereof shall be paid at time and one-half.

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 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 holidays, shall be paid for at the rate of time and one-half.

Par. 6. Call-backs on contract service on Sunday or any holiday 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 double 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. It is mutually agreed that for the benefit of the Employer, employee and the using public, a special obligation exists on the part of the men engaged in contract service to take care of call backs outside of their regular work hours. It is

understood that the obligation on the part of the service men to make overtime call backs is not intended to impose a mandatory obligation but simply a mutual recognition of responsibility.

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.

On call-backs to jobs not under contract or on any repair work which is not specifically covered by a contract, a service crew shall be dispatched to job.

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. 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 installa-

tions, 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 months 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) Those helpers who have completed all the NEIEP modules to sit for the next

scheduled Mechanic's Exam will be selected first for temporary mechanics.

b) Those helpers who are enrolled in NEIEP and actively pursuing their modules to their completion will be selected second for temporary mechanic.

c) Those helpers who are not enrolled in the NEIEP Program or have completed all the required modules for the mechanic's test but have failed to sit for a scheduled Mechanic's Examination which they are eligible to take and those employees who have failed the Mechanic's Examination within the past year 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 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 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 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 thirty (30) days after the date of the examina-

tion. 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 months period, he shall be discharged, unless the Employer elects to retain him as a Helper. He may be given another examination for Mechanic at the end of a further one (1) year period.

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 employed shall be paid weekly at the office or on the job on the company's time, either by cash or by check, at the option of the local union. It is understood that this option on the part of the local union shall not be used in a retaliatory manner because of some other dispute. All Mechanics and Helpers who are to be paid by check pursuant to this paragraph may elect to be paid by direct deposit. However, there shall be no obligation on the part of any employee to participate in the direct deposit program and no discrimination against him if he elects not to participate.

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 overtime, accumulative.
3. Total wages—weekly and accumulative.
4. Federal income taxes withheld.
5. F.I.C.A. taxes withheld.

6. Welfare & 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 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 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 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 em-

ployee 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 years in the business. These five years include the 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 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.

(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.

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 approved 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 pur-

pose 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. It is agreed that during the term of this agreement the arbitrator to whom grievances shall be referred for a decision shall be one of the following:

- 1) Rolf Valtin
- 2) Robert Light
- 3) Jay Kramer
- 4) John Sands

The arbitrators shall be rotated with each case in the order listed above unless the parties mutually agree to name another of the listed arbitrators for a specific grievance. Such selection shall not affect the normal rotation of arbitrators for other grievances. 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 General 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 days after the meeting at which the request is considered, of its disposition of the request.

ARTICLE XVII

Welfare Plan

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

Par. 2. The Welfare 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 two dollars and nine and one-half cents (\$2.095) for all of the local unions that have reached this level of contribution under the prior collective bargaining agreement; or one dollar and ninety-four and one-half cents (\$1.945) for all remaining local unions for each hour of work performed by all Elevator Constructor Mechanics and Helpers in its employ. The Employer further agrees that the per hour contributions for each hour of work shall be increased as of the effective date of the wage rate change of a local union or the effective date of an annuity con-

tribution under any other agreement with the Employer on the following basis:

- (a) For each local union at the \$2.095 contribution level as of July 8, 1987:

Effective Date of Local Union's Wage Rate Change After July 8, 1987	Amount of Increase	Total Amount Of Company Contribution
First	35¢	\$2.445
Second	35¢	\$2.795
Third	35¢	\$3.145
Fourth	35¢	\$3.495
Fifth	35¢	\$3.845

- (b) For each local union at the \$1.945 contribution level as of July 8, 1987 because the fifth wage rate change under the prior agreement was not applied for under that agreement:

Effective Date of Local Union's Wage Rate Change Applied For After July 8, 1987	Amount of Increase	Total Amount Of Company Contribution
First	50¢	\$2.445
Second	35¢	\$2.795
Third	35¢	\$3.145
Fourth	35¢	\$3.495
Fifth	35¢	\$3.845

Each Elevator Constructor Mechanic and Helper shall continue to contribute three and one-half cents (3½¢) per hour. Payments of said contributions by the

Employer and Elevator Constructor Mechanics and Helpers shall be in accordance with the National Elevator Industry Welfare Plan and Declaration of Trust.

Par. 3. It is understood and agreed that the increased contributions provided for in Par. 2 shall be used by the Trustees to maintain the level of the present benefit program. While the parties recognize that the decision on increasing benefits is a matter committed to the discretion of the Trustees, it is the feeling of the parties that, because of the high level of benefits already provided and in the interest of maintaining the sound financial condition the Welfare Plan has enjoyed, benefit levels should not be increased during the term of this agreement.

Par. 4. Each year, as soon as feasible after the financial and actuarial information for the Welfare Plan as of June 30 is available the Plan Actuary shall advise the Trustees whether the scheduled increases in the contribution rate as set forth in paragraphs 2(a) and 2(b) are necessary and adequate to fund the level of benefits provided by the Welfare Plan during the term of this collective bargaining agreement.

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 the Table in Par. 2. above are providing more than sufficient funds to finance and maintain the existing hospitalization and medical benefit program and dental and eyeglass benefits, then the IUEC and NEII shall meet to discuss and agree upon whether the amount of the Employer's contributions to the Welfare 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 Welfare Plan shall advise the IUEC and NEII that the Welfare Plan does not have sufficient funds to maintain existing level of benefits, then the IUEC and NEII shall meet to discuss and agree upon whether the amount of the Employer's contribution to the Welfare Plan shall be increased. In no event shall the contribution rate of any Employer exceed the lowest contribution rate paid by any other contributor to the Welfare Plan for the type of work covered by this agreement performed in the same geographic jurisdiction of a given local. In the event an increase in the contribution rate is agreed to the wage rate shall be reduced by the same amount.

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 six (6) Trustees, three (3) appointed by the National Elevator Industry, Inc., and three (3) 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 one dollar and sixty-nine cents (\$1.69) for all locals that have reached this level of contribution under the prior collective bargaining agreement; or one dollar and fifty-five cents (\$1.55) for all remaining locals for each hour of work performed by all Elevator

Constructor Mechanics and Helpers in its employ. The Employer further agrees that the Employer contribution for each hour of work shall be increased, as of the effective date of the wage rate change of a Local Union or the effective date of an annuity contribution under any other agreement with the Employer on the following basis:

- (a) For each local union at the \$1.69 contribution level as of July 8, 1987:

Effective Date of Local Union's Wage Rate Change After July 8, 1987	Amount of Increase	Total Amount Of Employer Contribution
First	10¢	\$1.79
Second	10¢	\$1.89
Third	10¢	\$1.99
Fourth	10¢	\$2.09
Fifth	10¢	\$2.19

- (b) For each local union at the \$1.55 contribution level as of July 8, 1987 because the fifth wage rate change under the prior agreement was not applied for under that agreement:

Effective Date of Local Union's Wage Rate Change Applied For After July 8, 1987	Amount of Increase	Total Amount of Employer Contribution
First	24¢	\$1.79
Second	10¢	\$1.89
Third	10¢	\$1.99

Fourth	10¢	\$2.09
Fifth	10¢	\$2.19

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 geographic 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 Buck Consultants' letter of March 12, 1987, so that by January 1, 1992, and subject to the following paragraph, the benefit rate shall be \$63.00 per credited year of service.

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 June 30 is available, the Plan Actuary shall advise the Trustees on the funding of the Pension Plan, taking into account the criteria set forth in paragraph 3. If the Trustees then request, the IUEC and NEII shall then meet to discuss and may agree upon a schedule revising the rate of contributions to the Pension Plan and changing the credits set forth in Article V, paragraph 1E to the extent that the rate of contributions is changed.

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 (8½¢) per hour for each hour of work performed by all Elevator Constructor Mechanics and Helpers.

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

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 a signatory to this Agreement or by the Employer's Counsel shall be paid for all lost 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.

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 \$550, paid by the Employer.

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

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 will pay a metric tool allowance of \$60.00 to the employee which sum will cover any and all monetary obligations of the Employer to the employee for metric tools. The only metric tools the Employer may require the employee to provide are listed on page 116 of the Agreement.

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 established, 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 made available to an Employer for inspection.

(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 inex-

perienced employee. An employee shall be considered a transient until he makes a showing that he is permanently changing his home and residing in the territorial jurisdiction of the local with which he has registered 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 48 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 employ-

ment 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 pur-

pose of determining whether such Business Representative is able to establish and maintain an open employment 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 hydro-drilling 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 pro-

vided 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, 1987, and shall terminate at midnight on the Eighth day of July, 1992.

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.

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

**NATIONAL ELEVATOR COMPANY
INDUSTRY, INC.**

By:

JOHN A. McGUINN
E. JAMES WALKER, JR.
DONALD W. JURGENSEN
CRAIG W. McKEOWN
MICHAEL A. MAGGIANO
L. E. HAMILTON
E. W. McDONALD
MARK F. WELTER
FRANK KILIAN
TIMOTHY L. DUIN
W. L. BANNISTER
EARL M. ROMNES

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

By:

E. A. TREADWAY,

General President

JEROME A. MULLETT,

Assistant to the General President

JOHN N. RUSSELL,

General Secretary-Treasurer

J. D. PEOPLES,

Vice President and Regional Director

JAMES M. HALE,

Vice President and Regional Director

RICHARD W. SCARIOT,

Vice President

JACK K. PARKER,

Vice President

GEORGE P. POPP, JR.,

Regional Director

THOMAS S. BUSH,

Labor Committee

JOHN DeROSA,

Labor Committee

WILLIAM F. RATLIFF,

Labor Committee

RUSSELL G. SCHERGEN,

Labor Committee

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

Alimak, Inc., 1100 Boston Ave.,
Bridgeport, CT 06610
Armor Elevator Co., Inc., 5534 National
Turnpike, Louisville, KY 40214
Bay State Elevator Co., Inc., P.O. Box,
1210, Springfield, MA 01101
Beckwith Elevator Co., Inc., 274 South-
ampton St., Boston, MA 02218
Courion Industries, Inc., PO Box 7389, St.
Louis, MO 63177
Capital Elevator Service Co., 424 W. Town
St., Columbus, OH 43216
Carter Elevator Co., Inc., 2504 S. Duluth
Ave., Sioux Falls, SD 57105
Dover Elevator Co., PO Box 2177, Mem-
phis, TN 38101
Eastern Elevator Co., Inc., 241 Wolcott St.,
New Haven, CT 06506
Elevators, Inc., 145 Lucas St., Box 89, Col-
umbus, OH 43216
ESCO Elevators, Inc., 4720 ESCO Drive,
Fort Worth, TX 76140
Fujitec America, Inc., 401 Fujitec Dr.,
Lebanon, OH 45036
Gallagher Elevator Co., Inc., 135 South Di-
vision, Buffalo, NY 14203

General Elevator Co., Inc., PO Box 1702,
 Baltimore, MD 21203
 Grindel Elevator Co., 300 Alder St., Scranton,
 PA 18505
 Hardwick Elevator Co., Inc., 100 St. Mary's
 Ave., Staten Island, NY 10305
 Hollister-Whitney Elevator Corp., 2603 N.
 24th St., Quincy, IL 62301
 Independent Elevator Co., 126 Peekstok
 Rd., Kalamazoo, MI 49001
 Lagerquist Corp., PO Box 9510, Minneapolis,
 MN 55440
 Lamps Elevator Sales & Service Inc., 3103
 Wallin Ave., Rockford, IL 61105
 George T. McLauthlin Co., 152 Sixth St.,
 Cambridge, MA 02142
 Marshall Elevator Co., 2015 Mary St.,
 Pittsburgh, PA 15203
 D. A. Matot, Inc., 1533 W. Altgeld Ave.,
 Chicago, IL 60614
 Midstate Elevator Co., PO Box 128, Syracuse,
 NY 13201
 Montgomery Elevator Co., 30 20th St.,
 Moline, IL 61265
 National Elevator Corp., 63-69 East 24th
 St., Paterson, NJ 07514
 O'Keefe Elevator Co., Inc., 701 N. 20th St.,
 Omaha, NB 68102
 F. S. Payne Co., 665 Concord Ave., Cambridge,
 MA 02138
 Powers Elevator Co., 232-A Gold Rush Rd.,
 Lexington, KY 40503

Rossborough Elevators, Inc., 1567 E. 40th
St., Cleveland, OH 44103
Schindler Elevator Corp., PO Box 780, To-
ledo, OH 43695
Schumacher Elevator Co., Inc., PO Box
393, Denver, IA 50622
Sedgwick Lifts Inc., PO Box 630,
Poughkeepsie, NY 12602
Seelar Elevator, Inc., PO Box 6157, Erie,
PA 16512
Serge Elevator Co., Inc., 1 Industrial Rd.,
Woodridge, NJ 07075
Wilson Elevator Co., Inc., PO Box 3707,
Executive Park, Albany, NY 12203
Westinghouse Elevator Co., 20 Whippany
Rd., Morristown, NJ 07960

**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. 42, Grand Rapids, MI
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, Butte, 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. 77, Chattanooga, TN
Local No. 79, Little Rock, AR
Local No. 80, Greensboro, NC
Local No. 81, San Antonio, TX

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 Constuction 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 directional 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.

Mr. Everett A. Treadway
Int'l Union of Elev. Constrs.
5565 Sterrett Place
Columbia, MD 21044

Subject: Letter agreement

Dear Mr. Treadway:

This is to confirm the understanding and agreement reached at the recent contract negotiations between NEII and the Union. When travel time is due in connection with overtime work in any classification, it shall be determined as follows:

If the majority of the time spent on overtime work involves finding the cause of the trouble rather than correcting the problem, then all the overtime hours will be considered as call-back time and paid at the applicable rate. On the other hand, if the majority of the time spent by the employee involves the correction of the problem rather than finding the cause of the trouble, then all the overtime hours will be considered as repair work and paid at the applicable rate. As a general rule the overtime travel time is to be paid as follows:

	<u>Multiple to be used for Hours Traveled</u>
Overtime call-backs	— Same as worked hours
Emergency Repair call-backs	— Same as worked hours
Planned Repair	— 1-1/2
Modernization	— 1-1/2
Construction	— 1-1/2

Please indicate your Agreement with the foregoing by signing under the word "AGREED" below.

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

AGREED:
E. A. Treadway

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

Mr. Everett A. Treadway
Int'l Union of Elev. Constrs.
5565 Sterrett Place
Columbia, MD 21044

Dear Mr. Treadway:

Pursuant to Article XXI(A) of this Agreement, the following is a list of the metric tools referred to in said Article:

Open End Wrenches	8 x 9 mm
	12 x 13 mm
	18 x 19 mm
	24 x 30 mm
Metric Sockets	8 mm
	10 mm
	13 mm
	17 mm
	24 mm
	30 mm
Set Metric Allen Wrenches	5 mm
	6 mm
	8 mm
	10 mm
	12 mm

Kindly indicate your agreement of the above by signing under the word "AGREED" below.

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

AGREED:
E. A. Treadway

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.
630 Third Avenue, 7th Floor
New York, NY 10017

Attn: E. James Walker, Jr.

Dear Mr. Walker:

During the term of the July 9, 1987 to July 8, 1992 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,
E. A. Treadway

AGREED:
E. J. Walker, Jr.

June 25, 1987

National Elevator Industry, Inc.
630 Third Avenue, 7th Floor
New York, NY 10017

Attn: E. J. Walker, Jr.

Dear Mr. Walker:

This will confirm our understanding regarding designation of the permanent arbitrators under Article XV.

In the event an arbitrator resigns, dies, or otherwise becomes unable to serve, or should an arbitrator designated refuse appointment, a new arbitrator will be selected in the following manner: the party who proposed that arbitrator's name shall supply the other party with three (3) names, from which the other party will select the new arbitrator.

Please indicate your agreement with this understanding by signing in the space below.

Sincerely,
E. A. Treadway

AGREED:
E. J. Walker, Jr.

June 25, 1987

Mr. Everett A. Treadway
General President
International Union of
Elevator Constructors
5565 Sterrett Place
Columbia, MD 21044

Dear Mr. Treadway:

This will confirm the understanding reached concerning the matter of helpers working as temporary mechanics who fail to take the Mechanic's Exam in a timely manner although eligible to do so.

It is agreed that beginning one (1) year from the effective date of the Agreement between NEI and the IUEC, a helper who has completed all the required modules for the Mechanic's Examination and who is working as a temporary mechanic but fails to sit for the next scheduled examination will be set back to helper when a qualified replacement can be found.

Please indicate your agreement with this by signing in the space below.

Very truly yours,
E. James Walker, Jr.

E. A. Treadway

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, 1987, 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 home from work at the end of the work day.

E. James Walker, Jr.

AGREED:

E. A. Treadway

Mr. Everett A. Treadway
International Union of Elev. Constrs.
5565 Sterrett Place
Columbia, MD 21044

Re: Special Wage Adjustment Program
Provided for in Article V

Dear Mr. Treadway:

This will confirm the agreement reached at our recent negotiations concerning the Special Wage Adjustment for certain local unions.

During the term of the 1982-87 Standard Agreement between NEII and the IUEC the wage rates of certain Local Unions were decreased as a result of the employer's computation of the wage rate formula set out in Article V of that Agreement. The Union challenged these decreases through the grievance and arbitration procedures of the Standard Agreement, several of which grievances and/or arbitrations remain unresolved. In consideration of the payment by the Employers the special wage adjustments set out in this Letter Agreement, the IUEC agrees to accept these special wage adjustments in full and complete satisfaction of any liability which has accrued or which may accrue to the Employers as a result of the prosecution and/or settlement of any and all grievances which have been or could be filed under the 1982-87 Standard Agreement (with the exception of the grievance/arbitration concerning the Dallas and Houston wage rate decreases).

Special wage adjustments shall be made to the wage rates paid in the following locals as follows: for each of the first five wage rate adjustments under the 1987-1992 Standard Agreement there shall be added to the wage rate determined pursuant to Article V the following amounts:

<u>Local Union No.</u>	<u>Location</u>	<u>Special Wage Adjustment</u>
11	Cincinnati, OH	\$.11
16	New Orleans, LA	.07
19	Seattle, WA	.10
23	Portland, OR	.22
25	Denver, CO	.19
30	Memphis, TN	.05
32	Atlanta, GA	.03
42	Grand Rapids, MI	.04
52	Norfolk, VA	.01
71	Miami, FL	.165
79	Little Rock, AR	.02
83	Tulsa, OK	.095
97	Spokane, WA	.08
98	Shreveport, LA	.37
123	Kalamazoo, MI	.06
124	Mobile, AL	.24
127	Jackson, MS	.01

A special wage adjustment shall also apply to the wage rate paid Elevator Constructor Mechanics in the sub-primaries created by the merger of former local unions in Cedar Rapids and Sioux City, Iowa, Erie, PA and Fort Wayne, Indiana. At the time of a wage rate adjustment in the local into which these former locals have been merged, the following amounts shall be added to the wage rate then being paid in the respective sub-primary:

<u>Former Local Union No.</u>	<u>Location</u>	<u>Special Wage Adjustment</u>
129	Cedar Rapids, IA	\$.445
54	Sioux City, IA	.50
53	Fort Wayne, IN	.02
88	Erie, PA	.01

After the addition of this Special Wage Adjustment the Employer will, if necessary, further adjust the wages within the merged locals according to the schedule attached to the letter agreement relating to merged locals. In no event, however, shall the wage rate paid in the Cedar Rapids, Sioux City, Erie or Fort Wayne sub-primaries exceed 100% of the wage rate paid in their respective locals.

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

AGREED:
E. A. Treadway

June 25, 1987

National Elevator Industry, Inc.
630 Third Avenue, Third Floor
New York, NY 10017

Attn: E. J. Walker, Jr.

Dear Mr. Walker:

It is hereby agreed between the IUEC and NEII that the thirty (30) day period for notifying the other party of a dispute over a wage rate change provided for in Article V, Par. 7 of the Standard Agreement, effective July 9, 1987 to July 8, 1992, shall be extended an additional sixty (60) days with regard to any disputes over the first wage rate change of any local during said agreement, to permit the parties an opportunity to become familiar with the new provisions on wages contained in said Agreement.

Very truly yours,
E. A. Treadway

AGREED:
E. J. Walker, Jr.

Mr. Everett A. Treadway
Int'l. Union of Elev. Constrs.
5565 Sterrett Place
Columbia, MD 21044

Dear Mr. Treadway:

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 NEI 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 receive 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 the bench in the subprimary is depleted and a qualified mechanic or 70% helper is available in the primary, or vice versa, who was *not* employed by the same Employer in the past ninety (90) calendar days, he/she shall work in the subprimary, or vice versa the primary, for *no* expense.
- h) In connection with (g) above, if the person on the bench was employed by the same Employer in the past ninety (90) calendar days he/she shall be used in the new location by application of paragraphs (d), (e), or (f) above.
- i) 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 (i) does not apply if the employee is discharged for cause.

After adding any special wage adjustment provided for in Article V, the Employer will adjust the wages within the merged locals according to the attached schedule.

Jobs already sold or bid in the subprimary prior to the date of this agreement will be completed and paid at the rate in effect prior to the date of this agreement.

If the application of the provisions in any other agreement(s) with elevator constructor repair or service companies negotiated by the IUEC pertaining to wage rates in newly merged Locals results in a lower wage rate in any subprimary than the wage rate provided for in this

Agreement, such lower wage rate in that subprimary will be paid by the employers signatory to this Agreement until such time as the wage rate paid under the other agreement equals the wage rate provided for in this Agreement.

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

AGREED:
E. A. Treadway

MERGERS

	Present Rate and Percentage	1st Wage Rate Change After Merger	2nd Wage Rate Change After Merger	3rd Wage Rate Change After Merger	4th Wage Rate Change After Merger	5th Wage Rate Change After Merger
Huntington, WV	17.36					
Charleston, WV	17.11					
	99%	100%				
Scranton, PA	15.835					
Reading, PA	17.69					
	90%	92%	94%	96%	98%	100%
Wheeling, WV	16.43					
Pittsburgh, PA	18.00					
	91%	92%	94%	96%	98%	100%
Green Bay, WI	16.73					
Milwaukee, WI	17.63					
	95%	96%	97%	98%	99%	100%
Youngstown, OH	17.87					
Akron, OH	19.56					
	91%	92%	94%	96%	98%	100%
Savannah, GA	12.91					
Atlanta, GA	13.815					
	93%	94%	95%	97%	98%	100%

MERGERS (Continued)

	Present Rate and Percentage	1st Wage Rate Change After Merger	2nd Wage Rate Change After Merger	3rd Wage Rate Change After Merger	4th Wage Rate Change After Merger	5th Wage Rate Change After Merger
Flint, MI	17.89					
Lansing, MI	18.22					
	98%	99%	100%			
Jackson, MI	18.22					
Lansing, MI	18.22					
	100%					
Cedar Rapids, IA	13.56					
Des Moines, IA	15.09					
	90%	92%	94%	96%	98%	100%
Albany, NY	16.07					
Utica, NY	16.65					
	96%	97%	98%	99%	100%	
Erie, PA	16.86					
Pittsburgh, PA	18.00					
	94%	95%	97%	98%	99%	100%
Ft. Wayne, IN	18.455					
Toledo, OH	19.49					
	93%	94%	96%	97%	99%	100%

MERGERS (Continued)

	Present Rate and Percentage	1st Wage Rate Change After Merger	2nd Wage Rate Change After Merger	3rd Wage Rate Change After Merger	4th Wage Rate Change After Merger	5th Wage Rate Change After Merger
Sioux City, IA	12.85					
Des Moines, IA	15.09					
	85%	88%	91%	95%	97%	100%
El Paso, TX	12.52					
Albuquerque, NM	16.155					
	77%	79%	81%	84%	86%	88%
Duluth, MN	14.875					
Minneapolis, MN	18.11					
	82%	84%	86%	87%	88%	90%
Binghamton, NY	15.95					
Syracuse, NY	18.18					
	88%	89%	90%	91%	93%	94%
Springfield, MA	17.465					
Worcester, MA	19.220					
	91%	93%	95%	97%	99%	100%