

THIS AGREEMENT, made this 27<sup>th</sup> day of June by and between the Elevator Manufacturers Association of New York, Inc., hereinafter called the Association, on behalf of its member Companies, hereinafter called the Employer(s), and the International Union of Elevator Constructors, Local No. 1, of New York and New Jersey, hereinafter called the Union, a voluntary association of more than seven persons, acting through its President and his successor in office, witnessed: That, in consideration of the mutual promises hereinafter obtained, the parties hereto covenant and agree as follows:

## **SECTION 1**

### **Recognition of the Union and of the Employer's Responsibility**

(A) The Union claims and the Employer acknowledges and agrees that the Union has supplied proof that a majority of its Elevator Constructor Mechanics and Elevator Constructor Apprentices have authorized the Union to represent them in collective bargaining with the Employer.

The Employer recognizes the Union as the exclusive Section 9 (a) bargaining representative for all Elevator Constructor Mechanics and Elevator Constructor Apprentices (hereinafter sometimes referred to as Employees) in the employ of the Employer, engaged in Construction, Modernization, Repair, Maintenance and Contractual Service work for the area within a radius of 35 miles of the City Hall of the City of New York, except Monmouth County, New Jersey, but including all of Long Island.

The Union recognizes that it is the responsibility of the Employer in the interest of the customer, the Employer's company and its Employees to maintain the highest degree of operating efficiency and to continually improve the design, tools, and methods of manufacture and assembly of its equipment to obtain better quality, reliability and cost of its product. However, the above stated responsibility and objectives are not intended to affect the work jurisdiction provisions set forth in Sections IV, IVA, V and VI of this Agreement, Paragraph 2 (except 2[a]), Paragraph 3 and Paragraph 9 of Article IV of the Standard Agreement, Joint Industry Committee decisions.

In light of the above, the Union specifically recognizes the Employer's need to continuously upgrade the technologies it employs. This includes devices carried and used by its Employees to record data such as product performance or callback-related information, payroll information, to communicate with other Employees both in the field and in the office, to communicate with computers and computer-related devices, to record service data, to enhance Employee safety, to monitor Employee performance and activity, and/or to obtain customer authorization or approval of work performed or to be performed. These devices may include some form of electronic communication technology, cell phones or an evolution of cell phone technology, beepers or an evolution of beeper technology, or portable computers or an evolution of portable computers (including PDAs, handheld computers and any related or similar devices), video or locating technology or an evolution of video or locating technology. All such devices shall be supplied to its Employees by the Company. Further, the Union and each of the Employer's Employees understands their collective and individual obligations to utilize

these devices as prescribed by the Employer. It is agreed that these locating devices will not be utilized to monitor Employees' off-duty activity. GPS will not be installed in Company vehicles. It is further agreed, that the Employer will not utilize GPS or other locating technology for disciplinary purposes during the first ninety (90) day period following implementation. During the next ninety (90) day period, Employees who are not where they are supposed to be during working time as identified by GPS or other locating technology shall be counseled by a representative of the Employer in the presence of a representative of the Union.

The Employer also agrees that should the use of GPS or other locating technology lead to discipline that the results in an arbitration award and the Arbitrator finds that the Employee was improperly disciplined, the Employer shall pay a sum of \$5000.00 dollars to the member/grievant as liquidated damages in addition to any other remedy imposed by the arbitrator.

The Union and its members recognize each member's/Employee's individual accountability for each and every action undertaken by such Employee on behalf of his/her Employer. The Employer will protect each and every Employee acting on its behalf by indemnifying them against any claim by any third party based upon lawful action(s) taken by employees on behalf of the Employer in accordance with the direction(s) of the Employee's supervisor or manager, provided that the Employee cooperates fully with the Employer in defense of such claim.

Each Employee understands his/her obligation to comply with customer requirements. These requirements include issues such as building/facility security, cooperation with building personnel, and any other special requirements.

In addition, each Employee understands his/her responsibility to properly and safely plan all work, and execute such plans in conformance with the Employer's safety practices and standard work processes. This paragraph is expressly subject to the Grievance and Arbitration provisions outlined in this collective bargaining agreement.

The Employer understands that work is to be scheduled by supervision, and that supervision is responsible to ensure necessary tools, equipment and materials are available when requested by Employees.

The Union also recognizes that all work is to be performed safely in accordance with the methods and processes as established by the Employer and will be acknowledged to the extent completed by the Employee in whatever fashion prescribed by the Employer. The Union will cooperate in ensuring each Employee of the Employer understands his/her obligations under this provision of the collective bargaining agreement.

#### (B) Association Recognition and Security

The Union recognizes the Association as the exclusive bargaining representative of all members of the Association.

The Association represents that it is duly authorized by its members that have executed designations of bargaining authority and who employ Elevator Constructors, to enter into this collective bargaining agreement, that in so doing, it is authorized to bind such members to the terms and conditions of this Agreement, for the full term of this Agreement, that it will require, as a condition of membership in said Association, that such members shall continue to be bound by such terms or, shall upon admission to the said Association, after the date of execution of this Agreement, agree to be bound from the date forward by all the terms and conditions of this Agreement.

No modification, variation, or waiver, of any term or provision herein shall be valid unless agreed upon in writing by both the Association and the Union.

## **SECTION II**

### **General Conditions Applicable to All Types of Work and All Employees**

#### **(A) EMPLOYMENT PRACTICES**

The Employer and the Union mutually agree that they will comply and cooperate with all Federal, State and/or Local laws, codes, rules and ordinances prohibiting discrimination based on race, creed, color, sex, national origin, age, sexual orientation, marital status or disability. The Gender references in this agreement shall apply to male or female.

1. The Union shall establish, maintain and keep current an open employment list for the employment of workmen competent and physically fit to perform the duties required. Such list shall be established, maintained and kept current on a non-discriminatory basis and shall not be based or in any way affected by Union membership, Union by-laws, Rules, Regulations or Constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

2. Whenever desiring to employ workmen covered by this Agreement, the Employer shall call the Union (except as noted in Paragraph 3) and the Union shall promptly refer to the Employer, but in no event later than 72 hours exclusive of Saturdays and Sundays, workmen who are believed to be competent and physically fit to perform the duties needed by the Employer. The Employer shall have the right to reject for good cause any workman referred to it by the Union. The application of this provision shall be subject to arbitration under Section VIII of this Agreement. If the Union fails to refer qualified competent workmen within the specified period, the Employer may obtain workmen from any available labor source.

3. The Employer may, during any calendar year, hire from other sources the number of Employees set forth in the table that is applicable:

Average Number Employees Represented By IUEC on Company's Payroll on January 1 <sup>st</sup> of The Calendar Year	Maximum of Outside Hiring During Current Calendar Year
0 to 10	1
11 to 20	2
21 to 50	3
51 to 75	4
76 to 125	5

Plus two (2) for each additional 125 Employees. During the life of this agreement, the Employer shall have the right to hire 5 more individuals per year than allowed under the above formulation.

4. 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:

(a) If the Employer requests by name from the open employment list a workman, other than a probationary man, who has had previous employment with the Employer within the past two (2) years, that workman shall be referred by the Union to the Employer unless the workman is then working for another company or is unwilling to accept employment with the Employer.

(b) The Employer may select from the open employment list any workman other than probationary pursuant to paragraph 3 above.

(c) If the Employer does not request that a particular workman be referred to it to fill a particular vacancy as provided in sub-paragraph (a) above, the referral shall be by classes and priorities in the following order:

First: Workmen competent and experienced in the performance of work of their classification and who have had employment experience, other than probationary men, with any company party to this Agreement. The order of referral within this class of workmen, known as Experienced Class, shall be in the order of registration of the applicants on the employment list.

Second: Workmen competent and able to perform the work in the classification to be filled but who have had no previous employment experience with any Company party to this Agreement. The order of referral within this class of workmen shall be in order of registration of the applicants on the employment list.

5. The term Employer shall refer to the particular Company requesting an Employee.

6. Whenever a Employer decides to reduce its work force on any job, it shall select the Employees to be retained on the basis of competency, ability to perform the available work and length of all prior service with the Employer.

When an Employer decides to reduce its workforce of Experienced Apprentices (Apprentices who have more than six (6) months of industry experience and who are receiving the rate of pay for Apprentices set forth in Section VII (B) of the collective bargaining agreement) on any job, it shall select the Experienced Apprentices to be retained on the basis of competency, ability to perform the available work and length of service with the Employer. The determination of competency and ability to perform the available work shall include consideration of the apprentice's record of absenteeism and tardiness, ability to perform assigned work, safety habits, and general work habits. The Employer's superintendent shall consult with the mechanic in charge or other mechanics who have worked with the Experienced Apprentices for the purpose of evaluating the competency and ability to perform available work of such Experienced Apprentices.

Where Experienced Apprentices are determined to be equal in regard to competency and ability to perform available work, the Employer shall give preference to those Experienced Apprentices who are actively participating in the National Elevator Industry Educational Program, and such Experienced Apprentices shall be the last to be laid off. Where one or more Experienced Apprentices are participants in the National Elevator Industry Education Program, between such Experienced Apprentices, length of service with the Employer shall govern the order of layoff.

The parties agree that Union membership or lack thereof, (except for failure to render periodic dues and initiation fees), shall not be a criterion in any Employer's decision to retain or lay off an Experienced Apprentice.

The term "actively participating" shall mean an apprentice who has been regularly pursuing the NEIEP program. An apprentice who has not been regularly pursuing the NEIEP program during the entire period of his employment and who enrolls in the NEIEP program in the six-month period prior to the date of layoff shall not be deemed to be actively participating in the NEIEP program.

The Employer reserves the right to transfer Employees to and from job sites except that no Employee shall be transferred to a job site for the sole purpose of layoff from that job site. The application of this provision shall be subject to arbitration under Section VIII of this Agreement.

7. All Employment Practice provisions are to be posted in the Union Hall and in the Employer's personnel office.

## **(B) MAINTENANCE OF ELEVATORS IN TEMPORARY OPERATION**

The Employer shall have the unquestioned right to accept contracts from owners, contractors and others to provide maintenance on elevators during this period of their temporary operation. The Employer, shall, as between the Employer and the Union, have the exclusive right to provide such maintenance. The selection and assignment of Employees to maintenance on such elevators and the control of such work shall be solely with the discretion of the Employer. Employees assigned to such work shall be paid at the rate of pay for construction workers established by this contract during the period of temporary operation i.e. while the car is operated by an elevator constructor or operating engineer or until the final certificate of occupancy for the building is issued or until the car is accepted by the customer, whichever occurs first. All overtime hours will be paid for at double time for all work after the regular eight- (8) hour workday, Monday to Friday, 8 AM to 5 PM. However, such Employee(s) shall be paid at the rate of pay for Service Work no later than six (6) months after the final certificate (or until the car is accepted by the customer) on the car is issued by the appropriate governing agency.

## **(C) MEMBERSHIP REQUIREMENTS**

1. All Employees covered by this Agreement, shall, as a condition of employment, apply for membership in the Union on or after the 30th day following the beginning of their employment, or the executed date of this Agreement, whichever is later.
2. The Employer shall be obligated under this Section to terminate the employment of any Employee who fails to obtain or maintain membership in the Union as required by this Section, upon receipt of written request for such termination from the Union; except that the Employer shall have the right to refuse such request if there are reasonable grounds for believing (a) that such membership is not available to the Employee on the same terms and conditions generally applicable to other members, or (b) that membership has been denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

## **(D) PROBATIONARY EMPLOYEES**

1. A newly hired Employee without previous mechanical experience shall be classified as a Probationary Employee, in the status of an Apprentice for a period, or periods of not less than six (6) months nor more than nine (9) months.
2. A Probationary Employee shall advance from probationary status upon completion of the probationary period provided such probationary Apprentice has worked a minimum of one hundred (100) hours in six thirty (30) day periods during the six (6) to nine (9) month probationary period. The probationary period may be worked with more than one (1) Employer signatory to this Agreement.
3. Probationary Employees as defined above, shall be paid fifty percent (50%) of the average of the Construction Mechanic's rate and the Service Mechanic's rate as outlined in Section VII of this Agreement.

4. Following completion of the probationary period, Apprentices who have an industry hire date of July 1, 1996 or later shall be compensated in the following manner:

- End of the Probationary Period to completion of an additional six (6) month period: 50% of the average of the Construction Mechanic's rate and the Service Mechanic's rate as set forth in Section VII of this Agreement. Additionally, contributions to all benefit plans shall commence upon completion of the Probationary Period.
  - Probationary 50%
  - First year Apprentice 50%
  - Second year Apprentice: 55%\*
  - Third year Apprentice: 65%\*
  - Fourth year Apprentice: 75%\*

\* Of the rate for Mechanics in the department to which the Apprentice is assigned.

(5) Upon completion of the Apprenticeship Program all fourth (4<sup>th</sup>) year apprentices are afforded the opportunity to challenge the NEIEP Mechanic's Exam. Those who pass the exam are elevated to the status of Journeyman as referred to in Section II Paragraph (E, 1). Those who do not pass the exam or do not challenge the exam have two (2) options:

- A. Remain as a Fourth (4<sup>th</sup>) year apprentice meeting all requirements of Apprenticeship training with respect to continuous classroom as well as OJT (on the job training). This category would provide the Temporary Journeyman for the industry if required.
- B. Indenture as a Journeyman in Training (JIT). This individual will have completed all of the required training of an Apprentice but has not yet passed the NEIEP mechanic exam. The JIT would not be permitted to work as a Temporary Journeyman but would be afforded the opportunity to challenge a future mechanics exam based on the fact that they have completed the required NEIEP training and are enrolled in the six (6) week Mechanic's Exam Review Course offered prior to that years NEIEP Mechanic's Exam.

In either option A. or B. of the above paragraphs, the applicant must notify the Joint Apprentice Committee (JAC) in writing of which option they intend to indenture on a yearly basis. A time limit of four (4) years will be imposed on either the JIT/Apprentice to achieve the status of Journeyman. This time limit will start at the successful completion of the fourth (4<sup>th</sup>) year of training. Any JIT/Apprentice who does not successfully achieve Journeyman status in the allotted time shall be subject to termination of employment. Any EMANY Employer can reject a JIT without cause and request an Apprentice. The Union has the right to grieve and arbitrate the rejection. Any JIT/Apprentice who entered the industry previous to July 1, 1996 shall not be subject to the four (4) year time limit.

For purposes of Layoff, the status of a JIT and fourth (4<sup>th</sup>) year Apprentice shall be considered equal and shall be referred to Section II Paragraph (6). All individuals classified as JIT shall perform work identical to that of a 4<sup>th</sup> year Apprentice excluding the ability to function as a Temporary Journeyman. The rate of pay for a JIT shall be equal to that of a fourth (4<sup>th</sup>) year Apprentice.

A newly hired Employee without previous industry experience entering the industry through sources as referred to in Section II Paragraph (A) of the Agreement will be classified as a probationary JIT and receive the rate of pay and status of a probationary Employee until such time as the JAC can evaluate the experience of the probationary JIT.

### **(E) JOINT APPRENTICESHIP COMMITTEE**

It is mutually agreed that a Joint Apprenticeship Committee (JAC), consisting of three (3) representatives from the Association and three (3) representatives from the local Union will be selected and empowered to process all existing Apprentices and applications of employment of new hires into the Apprenticeship program. This committee will continually review the status of each Apprentice until he/she successfully completes the required courses of study mandated to achieve the status of Journeyman.

All actions performed by the JAC shall be governed by all applicable hiring rules or terms and conditions set forth in the collective bargaining agreement and as mandated by the NY & NJ State Apprenticeship hiring standards. In the event of a conflict, the collective bargaining agreement will prevail.

It shall be the duty of the JAC to conduct quarterly meetings to review and update progress reports in reference to all Apprentices working under the terms of this collective bargaining agreement. This information will be communicated to all responsible parties which includes the Apprentice Educational Coordinator, all signatory Employers and to the Local One IUEC Examining Board. All mandates of Apprenticeship training must be satisfied in order to implement appropriate wage and fringe increases as set forth in the provisions of this contract.

(1) No Apprentice/JIT 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 National Elevator Industry Educational Program courses, and has passed a mechanic's examination administered by the N.E.I.E.P. Director's office. Such examination shall be administered no less than once every twelve (12) months. An Apprentice/JIT who has successfully passed the Mechanic's examination shall become a Journeyman no later than eleven months after the date of the examination. Should he fail to qualify, he cannot again take the mechanic's examination for a period of one (1) year.



When an Employer needs an additional Mechanic in Contract Service it shall have the right to upgrade an Apprentice from among the Apprentices on the payroll of the Company to the position of temporary mechanic. When the Employer needs another Mechanic in Contract Service, it shall call the Union and request the referral of a Mechanic, in accordance with Section II hereof. Further openings for Mechanics and Temporary Mechanics shall be filled in the same alternative manner. If a Contract Service Mechanic or Mechanics are laid off by an Employer signatory to this agreement subsequent to the designation of a Temporary Mechanic under this procedure, the Union may, pursuant to Section II of this Agreement, refer such laid off Contract Service Mechanic or Mechanics to the appropriate Employer as a replacement for the Temporary Mechanic or Mechanics most recently designated pursuant to this procedure and the Employer shall put back to apprentice status Apprentices working as Temporary Mechanics when their temporary assignment is completed or within 15 days of when the Employer is notified that there is a qualified Mechanic available, whichever comes first. This provision shall apply on an industry-wide basis. In such event the designated Temporary Mechanic or Mechanics in Contract Service will revert back to the prior status as an Apprentice.

With respect to Construction, Modernization and Repair, prior to making any Apprentice a Temporary Mechanic the Employer will first request a Mechanic from the Local Union in accordance with Section II of this Agreement. If during the time an Apprentice is working as a Temporary Mechanic the Local Union can refer a Mechanic in accordance with Section II of this Agreement then the Employer agrees that such Temporary Mechanic will revert back to his prior status as an Apprentice when their temporary assignment is completed or within 15 days, whichever comes first. The last Temporary Mechanic made shall be the first required to revert back to Apprentice status on an industry-wide basis. It is understood, however, that such reverting back will not include a mechanic laid off in Construction or Modernization requiring a Temporary Mechanic in Repair or Contract Service to revert back to Apprentice status, nor a Mechanic laid off in Contract service or Repair requiring a Temporary Mechanic in Construction or Modernization to revert back to Apprentice status unless qualified to perform the type of work in such department. An Employer may also make an Apprentice a Temporary Mechanic to perform work as an Adjuster, subject, however, to the prior agreement of the Business Manager of the Union. The Union will not act in an Arbitrary or capricious manner relative to such a request.

(2) In the case of reduction in the work force of any Employer in any Department, Temporary Mechanics in that department shall revert back to Apprentices before any Mechanics in the department shall be laid off. It is further understood that men working as adjusters shall not be subject to the above.

(3) However, the Employer may elevate any experienced Apprentice to Temporary Mechanic for a period not to exceed two weeks without reference to the above. The Employer will notify the Union at the start and the end of any such assignment. Apprentices assigned to work as Temporary Mechanics pursuant to this provision may not again work as a Temporary Mechanic for thirty (30) days without prior approval from the Union.

## **(F) HOLIDAYS**

The following holidays shall be observed:

New Year's Day, Good Friday, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

(\* Effective January 1, 2006 and thereafter, in lieu of Lincoln's Birthday, Good Friday shall be observed.)

Employees will not be granted time off from work on Election Day for voting purposes except as otherwise provided by law.

Any bona fide Employee who does not work on the holidays mentioned above will be paid at his single time rate for such days. A bona fide Employee, within the meaning of this Section, must have worked the last complete scheduled workday prior to, and the next complete scheduled workday after such holiday. Exceptions for the above requirements will be given when, due to a legitimate family illness or due to an emergency that prevented attendance, an Employee is unable to comply, then such Employee will receive pay for the holiday. To qualify for this exception the Employee must provide Supervision with satisfactory documentary evidence that may be required.

The above holidays shall be observed on the day set for such observances by the majority of the trades in the Building and Construction Industry in the City of New York and the parties shall mutually agree on the specific date at least thirty (30) days in advance of the observance of the holiday Any holiday that falls on a Saturday shall be observed on Friday. Any holiday that falls on a Sunday shall be observed on Monday.

Employees who work on a holiday that falls on a Saturday or Sunday, and that holiday is observed on a Friday or Monday, shall be paid at the specified overtime rates for the work performed on Saturday or Sundays. Holiday premium pay shall be applicable only in circumstances where Employees perform work on the day on which the Saturday or Sunday holiday is observed, i.e. on Friday or Monday (e.g. if July 4<sup>th</sup> falls on a Saturday, it will be celebrated on Friday, July 3. Work performed on July 3 will be paid in accordance with the provisions of Section IV, (E) or Section V, (D) or VI, (N); worked performed on July 4<sup>th</sup> will be at the specified, non-holiday overtime rates.

Should the Company require that the Employee work on any paid holiday, he shall be paid the holiday pay plus the applicable overtime pay. Employees who, because of religious or personal beliefs, need to take time off for special observance days such as Martin Luther King Day or a religious holiday may be excused from work with the prior approval of supervision. Such approval shall not be unreasonably withheld. Any such excused absence shall be without pay or fringes.

**(G) HEALTH PLAN AND PENSION PLAN**

1. The National Elevator Industry Health Plan and the National Elevator Industry Pension Plan and Declarations of Trust as the same now exist or may hereafter be amended during the term of this Agreement including any change in benefits and Employer and/or Employee contributions, are hereby made part of this agreement.

(a) The Health Plan shall be financed by mutual contributions of Employers and Elevator Constructor Mechanics and Apprentices as provided herein. The Employer agrees to pay and contribute the amount listed below for each hour of work performed by all Elevator Constructor Mechanics and Apprentices in its employ.

<b>Effective Date</b>	<b>Health Contribution</b>
3/17/05	\$7.275
3/17/06	\$7.775 (increase of \$.50)
3/17/07	\$8.275 (increase of \$.50)
3/17/08	TBD

Each Elevator Constructor Mechanic and Apprentice shall continue to contribute three and one-half cents (3½¢) per hour. Payments of said contributions by Employers and Elevator Constructor Mechanics and Apprentices shall be in accordance with the National Elevator Industry Health Plan and Declaration of Trust.

(b) The Plan of Pension Benefits shall be financed by contributions as provided herein. The Employer agrees to pay and contribute the amount listed below for each hour of work performed by all Elevator Constructor Mechanics and Apprentices in its employ:

<b>Effective Date</b>	<b>Pension Contribution</b>
3/17/05	\$3.42
3/17/06	\$3.94
3/17/07	\$4.21
3/17/08	\$4.48

Payments of said contributions by Employers shall be in accordance with the terms of Declaration of Trust adopted by the Board of Trustees appointed under the National Elevator Industry Pension Plan.

2. If the Employers are required for any reason to increase the Employer's contribution to the National Elevator Industry Health Plan or Pension Plan, then the amount of such additional Employer contribution shall serve to reduce the effective wage rate set forth in Section VII of this Agreement in an amount adjusted to reflect such increased Employer contribution and its effect upon the wage rate.

3. In no event shall the contribution rate of any Employer exceed the lowest contribution rate paid by any other contributor to the Welfare and Pension Plans for the type of work covered by this Agreement.

#### **(H) METHOD OF PAYMENT**

All Employees not enrolled in direct deposit shall be paid by check, which shall be sent to any address they elect to designate, other than the Company address. Employees may be given the option of electing direct deposit in lieu of the foregoing. Once enrolled in direct deposit, the Employee may elect to discontinue enrollment by giving the Employer ten (10) days written notice. No Employee is to cash any check other than his own personal check. The Company agrees that the payday will be either Thursday or Friday except when compelled by City or Government contract to pay differently. Employees must be paid by voucher in the morning of the next regular work day following the Employees regular pay day if the Employee's did not receive their regular check or pay by direct deposit. Voucher must be at least seventy-five percent (75%) of Employees earned pay (gross).

All Employees hired or rehired consistent with applicable law shall be required to utilize the Company's Direct Deposit method of pay. Existing Employees who enroll in the Company's Direct Deposit method of payment for the first time shall receive a one-time bonus of \$50.00 (fifty dollars).

To receive the bonus, the Employee must not have been enrolled in the Company's Direct Deposit program in the past. If the Employee withdraws from the Direct Deposit program within one (1) year after enrolling, the Employee must reimburse the Company the \$50.00 (fifty dollar) one-time bonus.

Time tickets shall be made out on Employers time. Employers shall not change the hours or expenses on any time ticket without informing the Employee. The Employee's time not in dispute shall not be held up. Elevator Constructors shall receive, at the time of weekly payment, a check stub containing the following information:

1. Employee's name.
2. Total hours worked - regular and overtime.
3. Total wages - weekly and accumulative.
4. Federal income taxes withheld.
5. F.I.C.A. taxes withheld.
6. Welfare and pension deduction.
7. Vacation accrual-year to date.
8. Annuity hours weekly and accumulative.
9. 401(k) deductions weekly and accumulative.

At the time of weekly payment, at the Employee's request, the Company shall also provide the Employee with a document, in writing, reporting the time the Employee submitted to his Company for that payment, regardless of whether the Employee submitted their time on paper, electronically, or by any other medium.

Should a Company's payroll and/or accounting department experience a short workweek due to a holiday or any other reason, Company's shall make any special arrangements necessary to insure Employees receiving pay on schedule.

**(I) FRACTION OF A DAY**

The Employee's shall be paid for any fraction of a day at their appropriate hourly rate. Any fraction of an hour will be paid to the nearest minute or other suitable increment based upon the technical capabilities of the Employer. This applies to jobs on which an Employee is paid at a single time rate.

**(J) REPORTING TIME**

Whenever a Mechanic or Apprentice covered by this Agreement reports to work on a Construction, Modernization or Repair job as defined in Section VI (B) "Work Assignments" at the request of the Employer and there is no work available except for reasons beyond the control of the Employer, the Employee shall receive two (2) hours pay at straight time.

When a Mechanic or Apprentice covered by this Agreement reports to work on a Construction, Modernization or Repair job as defined in Section VI (B) "Work Assignments", without being notified not to report and commences work on such job, the Employee shall receive two (2) hours pay at straight time rates if the Employee ceases to work at the direction of the Employer.

**(K) TRANSPORTATION AND TRAVEL TIME**

An Employee who is covered by this contract, who is sent out of town by his Employer, shall be paid travel time at time and one-half, if such travel takes place prior to and/or after the regular work hours, at the start and finish of the job. The Employee will also be reimbursed for all out-of-pocket transportation expenses and room and board. The room and board allowance shall not be less than \$20.00 per day or \$140.00 per week. If the Employer and the Employee agree that the Employee use his personal auto for transportation the Employee is to be paid forty and one-half cents (\$.405) per mile.

NOTE: The mileage reimbursement rate shall be changed thirty (30) days after receipt of notification of a change in the IRS Standard Mileage Rate then in effect. The rate at that time shall be the new IRS Standard Mileage Rate then in effect.

Employees operating vehicles provided by the Employer shall not be entitled to payment of wages or commuting expense for time spent driving from the Employee's home to the first job site of the regular work day or driving from the last job site of the regular work day to the Employee's home (Note: Employees shall be reimbursed for any tolls in excess of the toll charge for passenger vehicles).

#### **(L) SUB-CONTRACTORS**

On any job where the Employer sublets any work within the trade jurisdictions of the Elevator Constructor, it is understood that the Employer shall have inserted in its contract with the sub-contractor a clause requiring that Elevator Constructor Mechanics and Apprentices covered by this Agreement be employed on this work. If the Union cannot supply Elevator Constructors qualified for the class of work involved, or if said workers cannot perform this work competitively, the sub-contractor may employ other qualified men at rates specified herein.

#### **(M) NAMES - COMMUNICATIONS - RULES**

1. The Employer agrees that at the end of the calendar year, the Employer shall, upon request of the Union furnish the names of members of Local No. 1, carried on their payroll during the year, with the total number paid in wages to each man. Also upon request of the Union, the Employer will, within two (2) working days supply the weekly wage, hours worked and travel time of any member of Local No. 1 (Limit to eight (8) men in any week or ninety-six (96) men per year per Employer).
2. No discrimination shall be made against any member of the Union or any Employer. All written communications passing between the Association and the Elevator Constructors Union shall be addressed to their respective secretaries.
3. No salaried Employee, partner or member of a firm of an Employer shall perform any of the physical work of Employees covered by this Agreement unless agreed to by the Union, except for purpose of instruction and in cases of emergency or in which the services of the Elevator Constructors are not available. An emergency shall be defined as a situation, in which someone is caught in an elevator, or personal safety is in immediate danger or substantial property damage is involved.
4. Neither the Association, any Employer, or the Union shall adopt any rule or regulation that conflicts with any of the provisions of this Agreement.

#### **(N) JURISDICTIONAL DISPUTES**

The Union and the Association agree that the Arbitration Plan adopted by the Building Trades Employers Association of New York shall be used to resolve any disputes concerning trades jurisdiction arising under Section IV, Construction Work and/or Section V New Construction and Modernization Work in Existing Buildings. The Union shall not be compelled to violate any of the rules of its International Union. The Employer(s) shall not be compelled to abide by any decision, agreement, understanding or the like with respect to any Award of jurisdiction not arising from a dispute concerning work performed under Section IV, Construction Work and/or Section V New Construction and Modernization Work in Existing Buildings.

**(O) LOSS OF CLOTHING AND TOOLS**

1. The Employer shall furnish suitable lockers or chests for storage of clothing and tools. In the event of theft or fire, and in order to definitely place the responsibility, it is agreed that claims be limited as follows:

Clothing.....\$ 200.00

Tools.....\$ 900.00

2. In order to fix the responsibility for the amount of loss by theft or fire, it shall be the duty of the men in charge of the work to obtain from the men, when reporting such a loss, a list of the value of the property, which shall be verified by affidavit.

3. Payment shall be upon presentation of an itemized bill dated no later than sixty (60) days following the reported date of loss for the replaced items. EMANY on behalf of its members agrees to pay sixty percent (60%) of the loss, subject to the above limitations, and the Union agrees to pay the remaining forty percent (40%).

**(P) LAWS**

In the event that any provisions of this Agreement shall be declared by any Act, Governmental Board, or Agency having jurisdiction, to be illegal or contrary to any law, order of directive of any such Board or Agency having jurisdiction, then such provision shall be inoperative without any effect upon the remaining provisions of the Agreement. It is further provided that in the event any provision or provisions are declared to be in conflict with such Act, Government Board, or Agency; both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

**(Q) TOOLS**

The Employer shall furnish all power-operated tools, rigging equipment, instruments and meters as may be required.

**(R) SAFETY**

The Employer and the Union recognize a mutual obligation to provide a workplace free of hazards. Every Employee is obligated to abide by all safety practices, procedures, methods, policies, etc.

The Union shall designate a Safety Committee, which may review the Safety Practices of the Employers and make recommendations to individual Employers. Quarterly meetings of such Safety Committee will be held with representatives of the Association. It is further understood between the Employer and the Union that Employer assumes no financial support or liability for such Safety Committee.

The Employers recognize their obligation to comply with applicable state statutes and OSHA regarding the health and safety of its workforce including the handling, use and proper labeling of potentially hazardous materials.

### **(S) SHOP STEWARD**

The Employer hereby recognizes that, on any construction or modernization job site with more than seven (7) Employees, there shall be a Shop Steward. The Shop Steward shall be designated by the Union Business Manager from among the men on the job. Similarly, for each other department of the Employer, providing that such department has more than thirty (30) Employees, a Shop Steward shall be designated for each such department from among the Employees in that department. If, however, such department has fewer than thirty (30) Employees, then there shall be one (1) Steward who will represent more than one department, selected as above. Where the Employer operates its departments (other than construction) out of more than one location, the above recognition shall apply to each such location.

Such Shop Steward will perform his normal work assignments during his normal working hours and will only conduct Union business prior to or after working hours. Union business is defined as the investigation of grievances, trade jurisdictional problems, Union security problems and safety. The Shop Steward shall have no right to interfere with any work assignment, nor have any right to engage in or call any work stoppage, slowdown, or in any other means interfere with the work duties of the Employees. The Shop Steward, once appointed, shall not be transferred or laid off from that job while that job meets the requirements of Paragraph 1 above, provided however, that the Steward must have the skill and ability to perform the remaining work.

The Union will notify the Employer in writing of the Employee appointed the Shop Steward.

### **(T) METRIC TOOLS**

When and if an Employer requires the use of Metric Tools by an Employee in the course of his employment, the Employer agrees, upon receipt from the Employee, to reimburse the Employee for all tools required or to provide such tools, at the Employer's option.

### **(U) INDUSTRY FUND**

1. Commencing with the first full payroll period on or after July 1, 1996, the Employer(s) agree to contribute five cents (\$.05) for each hour worked by each Employee covered by this agreement to the New York Elevator Industry Fund (NYEIF).

The NYEIF shall be administered by EMANY for activities designed to promote and improve the industry and the Agreement and Declaration of Trust, dated February 15, 1979 under which the NYEIF has been created, together with any and all amendments, is incorporated into this agreement by reference.

2. In addition to the forgoing, the Employers agree to contribute an additional two cents (\$.02) for each hour worked (for a total of seven cents) to the NYEIF commencing August 1, 2000 until March 16, 2001 and thereafter commencing again on March 17, 2002 for a twelve month period ending on March 16, 2003 and every other year thereafter for the same twelve (12) month period. This additional two cents (\$.02) per hour



contribution shall be used to fund the Jury Duty Pay Fund, which shall be administered by EMANY for all NYEIF contributing Employers in accordance with the rules established by the parties.

3. Payment shall be forwarded monthly to the NYEIF in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the work was performed. Failure to do so will be considered a breach of this agreement on the part of an individual Employer.

### **SECTION III**

#### **Vacations**

The following plan is established for Vacations:

No Vacation Pay shall accrue for the first six months worked in the industry.

(a) The vacation schedule shall be as follows:

Six (6) months or more, but less than five (5) years - two weeks, five (5) years, but less than fifteen (15) years - three (3) weeks. Fifteen (15) years or more - four (4) weeks.

(b) An Employee who has worked less than five (5) years in the industry shall receive Vacation Pay credit on the basis of four percent (4%) of his hourly rate for all hours actually worked. An Employee who has worked five (5) to fifteen (15) years in the industry shall receive Vacation Pay credit on the basis of six percent (6%) of his regular hourly rate for all hours actually worked. An Employee who has worked fifteen (15) or more years in the industry shall receive Vacation Pay credit on the basis of eight percent (8%) of his regular hourly rate for all hours actually worked.

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

(d) Except in cases of hardship, each Employee shall schedule his vacation as follows: Each Employee will take one-half (1/2) of his vacation between January 1 and June 30 and one-half (1/2) between July 1 and December 31. Employees entitled to three (3) weeks vacation may elect to take the odd week in either period. Employees shall schedule vacations in no less than five (5) regular work days, exclusive of any holidays, which may fall in the vacation period. Vacations shall be arranged with the Employer so as to cause a minimum of interference with work. Where a team is broken up because of vacation, the Employer shall have the right to place the extra Employee to the Employer's advantage. As between Employees, the first selection of vacation date shall be given to the Employee with the longest service in the bargaining unit. The taking of all vacation shall be mandatory.

(e) Vacation pay accrued will change from four percent (4%) to six percent (6%) on the first payroll period after the first month following completion of five years in the business. These five years include the six (6) months probationary period.

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

(g) When an Employee leaves the Employer the Vacation Pay shall be retained. He shall receive the retained amount due him at the time specified in (c) above.

(h) Time spent outside the industry whether or not a member of the Local Union, shall not count toward vacation eligibility status. An Employee with at least one (1) year of service in the industry who takes time off for annual training duty in the United States Armed Service shall have such service time counted toward his vacation eligibility status upon return to the Employer.

(i) Hours worked for the Employer by a member of a Local Union, while outside of the jurisdiction of that Local shall count for Vacation Pay.

(j) Hours paid as Holiday Pay, vacation or traveling time outside of the regular working hours, are not to be counted as hours worked when computing Vacation Pay.

(k) At the time vacation pay is paid, Federal and State and local 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.

(l) Minimum vacation will be paid under the following conditions:

(1) An Employee in the Construction Department works 1530 hours, but less than 1750 hours in one (1) vacation year, or

(2) An Employee in the Modernization or Service Department works 1750 hours, but less than 2000 hours in one (1) vacation year.

Minimum annual vacation payments for Employees in Service and Modernization departments will be equivalent to 40 hours pay for each week of vacation eligibility provided they have worked at least 1750 hours during the vacation year.

Minimum annual vacation payments for Employees in the Construction department will be equivalent to 35 hours pay for each week of vacation eligibility provided they have worked at least 1530 hours during the vacation year.

The January 15 vacation payout will be made each year according to the four percent (4%), six percent (6%), and eight percent (8%) formula, without regard to the minimums. At the end of the vacation year, the hours worked by each Employee will be totaled and any difference between the amount paid under the percentage formula and the amount due according to the above minimums will be calculated and paid in the July 15 payout.

(m) The vacation year shall be July 1 to June 30.

## **SECTION IV Construction Work**

### **(A) DEFINITION OF CONSTRUCTION WORK**

It is agreed by the parties to this Agreement that all work specified in this Paragraph shall be performed exclusively by Elevator Constructor Mechanics and Elevator Constructor Apprentices in the employ of the Employer. This section shall also include Paragraph 2 (except for 2(a)), Paragraph 3, and Paragraph 9 of Article IV of the Standard Agreement and Joint Industry Committee decisions.

Construction work is defined as follows:

1. The erection of complete new or used elevators, escalators, dumbwaiters, elevettes, parking garage elevators, stage lifts, curtain lifts, console lifts, moving sidewalks, Trav-O-Lators, speed ramps or the like.
2. The removal or dismantling of old elevators, escalators, dumbwaiters, elevettes, parking garage elevators, stage lifts, curtain lifts, console lifts, moving sidewalks, Trav-O-Lators, speed ramps or the like except as noted under the definition of service Work, Section VI of this Agreement.

### **(B) JOINT INDUSTRY COMMITTEE**

The Joint Industry Committee, consisting of six (6) members, three (3) designated by the National Elevator Industry, Inc. (N.E.I.I.) 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 Agreement. The decisions of this Joint Industry Committee, which involves the Employer's change in design, new design, or a newly designed product or tools, methods or equipment in connection with such design changes, shall be binding on all parties during the term of this Agreement. Decisions heretofore made and to be made will be annexed to this Agreement as Appendices.

1. Any work jurisdiction question or dispute which involves the Employer's change in design, new design or a newly designed product or tools, methods or equipment in connection with such design changes, shall be submitted, within three (3) working days, by either National Elevator Industry, Inc. (N.E.I.I.) or Local No. 1 to the New York Arbitration Committee. If within five (5) calendar days thereafter the New York Arbitration Committee is unable to reach a decision or is deadlocked, then either National Elevator Industry, Inc. (N.E.I.I.) or Local No. 1 may submit the question or dispute 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 Joint Industry Committee is unable to reach a decision or is deadlocked, then either National Elevator Industry, Inc. (N.E.I.I.) or Local No. 1 may submit the question or dispute to an Impartial Arbitrator as provided in Paragraph 6 of this Section.

2. Any question or dispute which arises concerning Paragraph (A) of this Section which is not covered by the preceding Paragraph B (1), including local work practices, shall be submitted, within three (3) working days, by either National Elevator Industry, Inc. (N.E.I.I.) or Local No. 1 to the New York Arbitration Committee. Within seven (7) calendar days after such submission, the New York Arbitration Committee shall meet. If within five (5) calendar days thereafter the New York Arbitration Committee is unable to reach a decision or is deadlocked, then either National Elevator Industry, Inc. (N.E.I.I.) or Local No. 1 may submit the question or dispute to an Impartial Arbitrator chosen in accordance with the voluntary rules of the American Arbitration Association.

3. While any question or dispute pertaining to this Section is being processed, the Employer, where possible, shall assign the Employees work other than the work in dispute. Where a determination is made by the Employer that the Employees are to continue to be assigned to work in dispute, and if such determination is challenged, then a Local Committee consisting of two (2) representatives, experienced in the operations of the Industry, one (1) from each party, shall promptly visit the job site to review the validity of the Employers determination, it being understood that the Employees shall continue to perform the disputed work pending final resolution through all the procedures set forth herein. The unanimous decision of this Local Committee shall be binding on the parties. If there is no such unanimous decision, then the dispute, if it involves Paragraph B (1), shall be referred to arbitration as provided in that Paragraph, and if it involves Paragraph B (2) shall be referred to arbitration as provided in that Paragraph.

4. Where the Employer does assign work other than the work in dispute and a point is reached where it is not possible to perform work other than the work in dispute, then the Employees shall perform the disputed work pending final resolution as provided herein.

5. Where there has been a binding decision of the Joint Industry Committee or an award of an arbitrator, and the Employer involved therein or any other Employer at some future date and under the same factual situation fails to comply with such a decision or award, then the above Local Committee of two (2) representatives shall promptly visit the site of the dispute to determine whether the same factual situation exists and whether the Employer is failing to comply. The unanimous decision of the Local Committee shall be binding on the parties. If there is no agreement by the Local Committee, then the matter shall be submitted to the same forum, which originally determined the dispute. Pending final resolution by this forum the provisions of sub-paragraphs 3 & 4 above shall apply.

## 6. ARBITRATION

(a) The parties hereby agree to use the permanent Arbitrator or Panel or Arbitrators mutually agreed on by N.E.I.I. and the I.U.E.C. for rendering decisions on questions or disputes concerning Paragraph B (1) of this Section. The decisions of the Arbitrator shall be final and binding upon all parties and his expenses shall be borne equally by both parties. The Arbitrator must promptly hold a hearing and must, within ten (10) work days after the hearing, render a written decision.

(b) The Arbitrator shall not have the power to add to, subtract from or modify in any way any of the provisions of Section IV, Paragraph A and Section IVA (Systems, Modular and Industrial Structures) or the procedure set forth in Paragraphs 2, 3, 4, and 5 above. However, the Arbitrator shall have the power to determine what, if any, remedial action should be directed to correct any violations of Section IV, Paragraph A or Section IVA, by either party.

**(C) ALL WORK IS TO BE PAID FOR AT RATES HEREINAFTER ESTABLISHED**

**(D) WORK DAY AND WEEK**

(1) Seven (7) Hour Work Day

For the purpose of establishing straight time working hours, the regular work day on construction work shall not exceed seven (7) hours in any one (1) day. Monday, Tuesday, Wednesday, Thursday and Friday shall constitute the regular work week of thirty-five (35) hours.

Monday, Tuesday, Wednesday, Thursday and Friday the regular work day of seven (7) hours is to be performed between the hours of (1) seven A.M. (7:00 A.M.) in the forenoon and two-thirty P.M. (2:30 P.M.) in the afternoon with one-half hour allotted as lunch period from 12 Noon to 12:30 P.M. or

Eight (8) A.M. in the forenoon and three-thirty P.M. (3:30 P.M.) in the afternoon with one-half (1/2) hour allotted as lunch period from 12 Noon to 12:30 P.M. Each Employee shall be required to take the allotted lunch period during his work day from 12 Noon to 12:30 P.M.

(1) Eight (8) Hour Work Day

Notwithstanding the provisions of Par. 1 above, when an eight (8) hour work day is required through a project labor agreement, similar customer requirement, or in the interest of job efficiency or other reasons as determined at the discretion of the Company, with notice to the Union, the Company may work a regular work day of eight (8) straight time hours, with one-half (1/2) hour allotted as lunch period from 12 Noon to 12:30 P.M. The work day may begin at seven A.M. (7:00 A.M.) or eight A.M. (8:00 A.M.). Eligibility for overtime pay shall begin after completion of the regular work day, irrespective of the starting time. Each Employee shall be required to take the allotted lunch period during his work day from 12 Noon to 12:30 P.M.

Under either (1) or (2) above, once a job site is established as a seven (7) or eight (8) hour work day, the job site will remain on that schedule for the duration of the job.

Under either (1) or (2) above, once the job site starting time is established as either 7:00 A.M. or 8:00 A.M., the starting time shall remain the same for the duration of the job.

### **(E) OVERTIME**

Under either a seven (7) hour work day or an eight (8) hour work day, all construction work performed after the regular work day and/or between the hours of three-thirty P.M. (3:30 P.M.) in the afternoon and eight A.M. (8:00 A.M.) in the forenoon and all work performed on any Saturday or Sunday shall be overtime work and paid for at double the regular rate. Should the Company require that the Employee work on any paid holiday, he shall be paid double time plus holiday pay.

Overtime will be shared among the Employees on each job site as equally as practicable, considering the type of overtime work involved, the Employees presently performing such work during the regular working hours, and the skill and ability of the various Employees to perform such overtime work. However, notwithstanding this provision, in circumstances where the Company is required to accelerate the completion of a job, the Company may exercise its discretion in concert with the Union to select from its current Employees to designate those Employees to be assigned to perform the available overtime work.

### **(F) TRAVEL EXPENSE**

Travel expense shall be allowed for each day worked by an Employee reporting to work in the area set forth in Appendix A.

### **(G) APPRENTICES**

The total number of Apprentices employed by the Employer shall not exceed the number of Mechanics, but Employers may use as many Apprentices as best suit their convenience, under the direction of Mechanics, in wrecking old plants, hoisting of all kinds, handling of materials, putting on cables and all foundation work; and it is agreed that there will be no restrictions placed on the character of the work which the Apprentices may perform under the direction of the Mechanics, (except that Mechanics shall operate all hoisting machines). It is also agreed that in drilling holes for plunger elevators, stage, organ, console or orchestra elevators two (2) Apprentices may be employed to one (1) Mechanic.

### **(H) HOISTING**

The Employer reserves the right to hoist or lower all machine room equipment except governors and secondary sheaves, which shall include machines and beams that have been laid out and pre-assembled by the Elevator Constructor before hoisting, pistons, cylinders and trusses or sections of trusses with the aid of derricks or cranes (pistons and cylinders and/or trusses may be hoisted and placed in their final locations). In addition, the Employer shall have the sole option to utilize the outside hoist operated by a Local 1 Elevator Constructor to raise or lower all machine room equipment (not to include ductwork) which shall include machines and beams that have been laid out and pre-assembled by the Elevator Constructor before hoisting and other equipment such as air and gas tanks, cutting torches, welders, gang boxes, tools, chain falls, safety equipment

(first round of overhead protection and safety lines) and motor room wiring. It is understood that work of this character will be done by Journeymen and Apprentices under the supervision of the Elevator Constructor Mechanic-in-charge.

Where the Employer elects to preassemble or prefabricate Apartment House Elevators as provided in Article IV, par. 3(a)(6) et. seq. The Employer shall have the right to hoist or lower all such equipment with such mechanical equipment as the Employer deems necessary to perform such work. It is understood that work of this character will be done under the supervision of the Elevator Constructor in charge. The handling of all rails is under the jurisdiction of the Elevator Constructor. In addition, where trusses or sections of trusses are to be hoisted or lowered outside of the structure, a derrick or crane can be used under the supervision of the Elevator Constructors in the employ of the Employer.

The loading, unloading, moving and handling of material may be accomplished by the use of tools or equipment operated by the Elevator Constructor in the employ of the Employer. The Employer will provide training and necessary licenses for Employees assigned to the operation of such equipment.

When a jobsite material staging area is not more than 100 feet above or below the ground level, the Employer will have the right to utilize the outside hoist operated by a Local 1 Elevator Constructor to raise or lower all material and place it at the staging area. When material is to be moved from the staging area, traditional hoisting shall apply. It is understood that work of this character will be done by Journeymen and Apprentices. It is further understood that this shall apply to one staging area per building.

The Union and EMANY companies agree to follow the IUEC/Otis settlement of October 28, 2004 for machine-room-less-elevators (MRL) and/or any other subsequent awards or agreements on MRL.

#### **(I) TEMPORARY OPERATION OF CAR FOR OTHER TRADES**

The Employer reserves the right to assign Elevator Constructor Mechanics or Apprentices to operate and move incomplete cars to permit trades performing work for the Elevator Contractor, not belonging to the Elevator Constructor, to complete the work. The assignment of Employees to do such work shall be solely in the discretion of the Employer. Employees assigned to such work shall be paid at the rate of pay for Construction Workers.

**THE EMPLOYER SHALL NOT BE REQUIRED TO FURNISH AN OPERATOR WHILE ELEVATOR CONSTRUCTORS ARE WORKING IN CONCERT WITH EMPLOYER'S SUB-CONTRACTOR'S EMPLOYEES WHO ARE MEMBERS OF OTHER TRADES.**

If there is a need for more than one (1) movement of a car to be used as a platform for other trades during the period of a day, the Employer will hire a full time Operator to move such car. In those situations where multiple cars are involved, the Employer shall not use the spotting of all cars at specified floor levels to avoid the Employer's obligation to hire a full time Operator.

#### **(J) MECHANIC-IN-CHARGE (FOREMAN) OF JOB**

1. When four (4) or more persons but less than sixteen (16) persons, including the Elevator Constructor Mechanic-in-charge, are employed on a new construction job, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased by twelve and one-half percent (12½%) for all hours actually worked.
2. When sixteen (16) or more but less than twenty-five (25) persons including the Elevator Constructor Mechanic-in-Charge are employed on a new construction job, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased by fifteen percent (15%) for all hours actually worked.
3. When twenty-five (25) or more persons, including the Elevator Constructor Mechanic-in-Charge, are employed on a new construction job, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased twenty percent (20%) for all hours actually worked.
4. When the number of men employed on the job drops below the above stated numbers, the rate for the Elevator Constructor Mechanic-in-Charge will be immediately reduced to the applicable rate.
5. Under the direction of a Superintendent the Mechanic-in-Charge shall have the right to assign and schedule work, direct the work force and to enforce the safety practices and procedures on the job to which he is assigned by the Employer.

#### **SECTION IV (A)**

##### **Systems, Modular and Industrial Structures**

###### **(A) Systems Building.**

Systems, modular, industrialized or similar structures are those whose superstructures and components are preassembled 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 Apprentices whether the assembly site is adjacent to the job or remote from the job. If the Employer has no choice as to assembly site and such assembly site is outside of the jurisdiction of Local No. 1, then the work at such remote assembly site shall be done by Elevator Constructor Mechanics and Apprentices of another local, and members of Local No. 1 shall perform the remainder of such work at the permanent job



site. If, however, the Employer has a choice of assembly site and the permanent job site is within the jurisdiction of Local No. 1, then the assembly, as well as remainder of the work, shall be performed by members of Local No. 1. The elevator work remaining to be done after modules have been put into permanent place, shall be performed by Elevator Constructor Mechanics and Apprentices so that the jurisdiction of the Elevator Constructors 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" as approved by the Building & Construction Trades Department, AFL-CIO.

**(B) The work to be done by Elevator Constructors is as follows:**

- (1) The installation and assembly of all machine room equipment whether overhead or below on prefabricated machine room floors.
- (2) Assemble car frames and cabs complete with door operating equipment, control, signal and operating devices.
- (3) Connect electric traveling cables to either car, controller or half-way junction box. The connections to be prepared and/or made at both ends of assembly site.
- (4) Shackle hoist, compensating and governor cables and pre-connect to car or counterweight hitches.
- (5) The setting of templates.
- (6) 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.
- (7) All foundations, either of wood or metal, that should take the place of masonry.
- (8) The installation and aligning of guide rails in hoistway modules.
- (9) Erect and assemble doors, hangers, tracks, door locks or locking devices for opening or closing and all related equipment.
- (10) Install corridor side operating and signal devices.
- (11) Install hoistway wiring.
- (12) Install all elevator equipment and devices in hoistway and hoistway modules including governor rope tension sheaves, control equipment, buffers and supports.
- (13) The operating of temporary elevators.

(14)The installation and aligning of all pistons and cylinders on hydraulic elevators. Unloading, handling, hoisting and lowering of material covered in (1) through (14) will be performed under the supervision of Elevator Constructors.

(C) Nothing in this Section is intended to change the practices either party has previously enjoyed in erection of elevators in conventional type buildings as related to Section IV.

## **SECTION V**

### **New Construction and Modernization Work in Existing Buildings**

#### **(A) DEFINITION**

1. The addition, replacement, refurbishing or relocation of control, drive, generating equipment, hoistway or pit equipment, including work involving a structural rise in the elevator shafts in an existing building and other elevator work in the machine room, hoistway or pit.
2. Changes in design and appearance of basic escalator equipment.
3. Service work performed as part of a Modernization.

#### **(B) ALL WORK IS TO BE PAID FOR AT RATES HEREINAFTER ESTABLISHED**

#### **(C) WORK DAY & WEEK**

1. For the purpose of establishing straight time working hours, the regular work day shall not exceed eight (8) hours in any one day. Monday, Tuesday, Wednesday, Thursday and Friday shall constitute the regular work week of forty (40) hours. Each day's work of eight (8) hours is to be performed between the hours of seven A.M. (7:00 A.M.) in the forenoon and five-thirty P.M. (5:30 P.M.) in the afternoon with one-half (1/2) hour (between 11:30 A. M. and 12:30 P.M.) allotted as the lunch period. Each Employee shall be required to take a lunch period during his work day.
2. Employers may schedule Shift Work on Modernization work including shift work where no "day shift" is being worked. The "day shift" is the regular work day, 8:00 AM to 4:30 PM. Employees working a second shift after the day shift shall work from 4:00 P.M. to 12:30 A.M. which includes an additional unpaid one-half (1/2) hour meal period, shall be paid 115% of the straight time hourly rate. Each shift shall be eight (8) consecutive hours with an additional unpaid meal period. Employees who work in excess of eight (8) hours shall be entitled to overtime at one and one-half times the straight time rate of pay, including shift premium if the Employee is receiving it for the remaining work performed that day.
3. Employees assigned to modernization work in any area beyond the primary shall be entitled to zone expense and/or per diem expense on the first day of his assignment and on the last day of his assignment to the jobsite where the modernization work is being performed.

#### **(D) OVERTIME**

All work performed after the regular work day and/or between the hours of 4:30 o'clock in the afternoon and 8:00 o'clock in the forenoon and all work performed on any Saturday or Sunday shall be time and one-half.

Should the Employer require that the Employee work on any paid holiday, he shall be paid time and one-half plus holiday pay.

Overtime will be shared among the Employees on each job site equally as practicable, considering the type of overtime work involved, the Employees presently performing such work during regular working hours, and the skill and ability of the various Employees to perform such overtime work.

#### **(E) TRAVEL EXPENSE**

Travel expense as set forth in Section IV (f) will apply to work under this section.

#### **(F) APPRENTICES**

The total number of Apprentices employed by the Employer shall not exceed the number of Mechanics but the Employer may use as many Apprentices as best suits its convenience, under the direction of Mechanics, in wrecking old plants, hoisting of all kinds, handling of materials, putting on cables and all foundation work and it is agreed there will be no restrictions placed on the character of the work which the Apprentices may perform under the direction of the Mechanics (except that mechanics shall operate all hoisting machines).

#### **(G) HOISTING**

The Employer reserves the right to hoist or lower all machine room equipment, except governors and secondary sheaves, which shall include machines and beams that have been laid out and pre-assembled by the Elevator Constructor before hoisting, pistons, cylinders and trusses or sections of trusses with the aid of derricks or cranes (pistons and cylinders and/or trusses may be hoisted and placed in their final locations). In addition, the Employer shall have the sole option to utilize the outside hoist operated by a Local 1 Elevator Constructor to raise or lower all machine room equipment (not to include ductwork) which shall include machines and beams that have been laid out and pre-assembled by the Elevator Constructor before hoisting and other equipment such as air and gas tanks, cutting torches, welders, gang boxes, tools, chain falls, safety equipment (first round of overhead protection and safety lines) and motor room wiring. It is understood that work of this character will be done by Journeymen and Apprentices under the supervision of the Elevator Constructor Mechanic-in-Charge.

Where the Employer elects to pre-assemble or prefabricate Apartment House elevators as provided in Appendix D, Article IV, Paragraph 3 (6) et. seq. the Employer shall have the right to hoist or lower all such equipment with such mechanical equipment as the

Employer deems necessary to perform such work. It is understood that work of this character will be done under the supervision of the Elevator Constructor in charge.

The loading, unloading, moving and handling of material may be accomplished by the use of tools or equipment operated by the Elevator Constructor in the employ of the Employer. The Employer will provide training and necessary licenses for Employees assigned to the operation of such equipment.

When a jobsite material staging area is not more than 100 feet above or below the ground level, the Employer will have the right to utilize the outside hoist operated by a Local 1 Elevator Constructor to raise or lower all material and place it at the staging area. When material is to be moved from the staging area, traditional hoisting shall apply. It is understood that work of this character will be done by Journeymen and Apprentices. It is further understood that this shall apply to one staging area per building.

The Union and EMANY companies agree to follow the IUEC/Otis settlement of October 28, 2004 for machine room less elevators (MRL) and/or any other subsequent awards or agreements on MRL.

#### **(H) TEMPORARY OPERATION OF CARS FOR OTHER TRADES**

The Employer reserves the right to assign Elevator Mechanics or Apprentices to operate and move incomplete cars to permit trades performing work for the Elevator Contractor, not belonging to the Elevator Constructor, to complete the work. The assignment of Employees to such work shall be solely in the discretion of the Employer. Employees assigned to such work shall be paid at the appropriate rate of pay. The Employer shall not be required to furnish an operator while elevator constructors are working in concert with the Employer's subcontractors' Employees who are members of other trades.

#### **(I) MECHANIC-IN-CHARGE (FOREMAN) OF JOB**

1. When four (4) or more persons but less than sixteen (16) persons, including the Elevator Constructor Mechanic-in-Charge, are employed on work under this section, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased by twelve and one-half percent (12½%) for all hours actually worked.
2. When sixteen (16) or more but less than twenty-five (25) persons including the Elevator Constructor Mechanic-in-Charge are employed on work under this section, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased by fifteen percent (15%) for all hours actually worked.
3. When twenty-five (25) or more persons, including the Elevator Constructor Mechanic-in-Charge, are employed on work under this section, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased twenty percent (20%) for all hours actually worked.

4. When the number of men employed on the job drops below the above stated numbers, the rate for the Elevator Constructor Mechanic-in-Charge will be immediately reduced to the applicable rate.
5. Under the direction of a Superintendent, the Mechanic-in-Charge shall have the right to assign and schedule work, direct the work force and to enforce the safety practices and procedures on the job to which he is assigned by the Employer.
6. When four (4) or less persons are employed on residential (apartment house, condo, etc.) modernization work under this section, there shall not be a Mechanic-in-Charge.

### **(J) Modernization Teams**

The Employer reserves the right to establish three (3) man teams when performing Modernization work on one (1) or two (2) cars (or for each multiple of one (1) or two (2) cars) under this Section. Such three (3) man teams shall consist of two (2) Journeymen and an Apprentice who has completed the Apprentice program and passed the Mechanic's exam. Such Journeyman shall be paid 85% of the Journeyman's rate for the first 11 months following successful completion of the Mechanic's exam. Should the Union have no first year Journeymen that qualify for the 85% rate, the Employer may assign a 4<sup>th</sup> year Apprentice as the third man in such a three (3) man team. Any Apprentice assigned to such three man teams shall perform all work assigned to him by the Journeymen and be paid 85% of the Journeyman's rate.

## **SECTION VI Service Work**

### **(A) DEFINITION OF SERVICE WORK**

Service Work is defined as that service rendered under a contract between the Employer and an owner or agent in which the Employer provides regularly scheduled inspection, cleaning, oiling and adjusting and/or including repair and replacement of parts for the purpose of maintaining the elevator, escalator, dumbwaiter and equipment outlined in Section IV Paragraph (a) in good operating condition. Service Work shall include response to unscheduled callbacks, emergency service and special contract service hereinafter described.

Service Work shall also include repair and replacement of parts and assemblies of an elevator, escalator or dumbwaiter because of normal wear, damage or deterioration.

### **(B) WORK ASSIGNMENTS**

1. The following jobs have been identified as assignments to be performed by a team of Employees consisting of a service mechanic and service apprentice or two mechanics.
  - (a) Renewal of all ropes.
  - (b) Renewal of brake linings (except small machines).
  - (c) Shortening of all hoistway and counterweight cables.
  - (d) Replacement of any hoistway traveling cable.

- (e) Safety tests, including adjusting and readjusting where test weights are required except where the test weights are equal to or less than the balance load and the adjustment does not take place in the hoistway outside of the car.
- (f) Replacement of crosshead, counterweight or deflector sheave bearings.
- (g) Rescoring of sheaves or drums.
- (h) Replacement of machine worms and gears.
- (i) Rebabbiting of bearings.
- (j) All work of installing sound isolation.
- (k) Realigning guide rails.
- (l) Replacing crossheads, stiles, safeties or equalizers.
- (m) Replacement or relocation of hall lanterns, corridor position indicators, hall push button stations and lobby panels.
- (n) Escalators prepared and/or disassembled for cleaning, oiling, greasing, adjusting and minor replacement requiring more than two (2) hours work.
- (o) Complete hoistway cleandown.

2. The following jobs have been identified as assignments to be performed by a service mechanic:

- (a) Replacement of door hangers and door locks.
- (b) Replacement of safety edge cables, detector cords, air cords, light ray cords and spirators (except for freight bi-parting doors).
- (c) Rewiring car switches and selectors.
- (d) Rewiring and replacement of limit switch due to normal wear.
- (e) Replacement of automatic rail or track oilers.
- (f) Replacement of door gibs.
- (g) Replacement of hall button face plates.
- (h) Escalator cleaning (including landing pans), oiling, greasing, adjusting and minor replacement requiring less than two (2) hours work. This shall include the removal of steps necessary to perform routine escalator service and examinations.
- (i) Wiring changes to controllers.
- (j) Replacement of roller guides.
- (k) All repairs on residential and Limited Use/Limited Access (LULA) elevators.
- (l) Replacement or relocation of hall lanterns, corridor position indicators, hall push button stations and lobby panels if the fixture box is being relocated and work is either inside or outside the hoistway, the fixture box is being extended, and/or coverplates and attachments are being altered.

It is understood other work assignments not listed above may be one (1) or two (2) Employee assignments depending on the factor of safety. If any dispute should arise as to whether work is to be performed by one (1) or two (2) Employees, supervision's assignment shall be observed and the dispute shall be immediately referred to the arbitration procedure.

**(C) ALL WORK IS TO BE PAID FOR AT RATES HEREINAFTER ESTABLISHED.**

**(D) WORK DAY & WEEK**

For the purpose of establishing straight time working hours, the regular work day for service Employees shall be any eight (8) consecutive hours between 6 A.M. and 6 P.M. with an unpaid lunch period not to exceed one (1) hour, Monday through Friday.

Any service Employee starting a regular work week shall be paid in full for each hour worked. The Employer will provide a minimum of eight (8) hours work per day and forty (40) hours per week, except when sufficient work is not available, such Employee may be terminated.

It is further agreed, that the Employer may utilize a starting time between 6:00 A.M. to 6:59 A.M. and/or between 8:01 A.M. to 9:00 A.M. provided the number of Employees assigned to these starting times does not exceed 12.5% of the Employees assigned to the Employer's service department per office. Employees assigned to these starting times shall not be assigned for less than a work week.

**(E) OVERTIME**

1. Service department Employees shall be paid at time and one-half under the following conditions:

- (a) All service work performed on overtime callbacks and service work performed by a single mechanic.
- (b) All service work performed by a team of Employees (as defined in (B)1.) after the completion of their regular shift, Monday through Friday up to 12 o'clock, Midnight.
- (c) All service work performed by a team of Employees (as defined in (B)1.) between 8:00 A.M. and 12 o'clock, Midnight on Saturdays.
- (d) All travel time outside of regular working hours.

2. Service department Employees shall be paid at double time under the following conditions:

- (a) All service work performed by a team of Employees, i.e., mechanic and apprentices scheduled in advance by supervision between 12 o'clock, Midnight and 7:00 A.M., Monday through Friday.
- (b) All service work performed by a team of Employees, i.e., mechanic and apprentices, scheduled in advance by supervision between 12 o'clock, Midnight on Saturday, and 7:00 A.M. on Monday.
- (c) All service work performed by a team of Employees scheduled in advance by supervision on a paid holiday.

## **(F) EMERGENCY CALLBACKS**

1. It is agreed that, in the mutual interest of the Employer, Employee and the public, the Employee has a special obligation to accept assignment to an emergency callback during any hour of the day. It is understood that the obligation on the part of the servicemen to make overtime callbacks is not intended to impose a mandatory obligation, but simply a mutual recognition of responsibility. The Employer reserves the right to establish a list of all Service Employees and assign each to callback coverage periods, using volunteers where possible but assigning Employees as required to meet callback coverage needs.

2. When an Employee is assigned to an emergency callback at any hour of any day other than the single time hours specified under Paragraph (D) above, he is to be paid at a rate of one and one-half (1½) times the single time rate for all hours worked and traveled. The Employer shall reimburse the Employee for all mileage and out-of-pocket expenses incurred. Such expenses must be documented by appropriate receipts.

3. The Employer shall have the right at its sole option to schedule service Employees on the night call list to work past the end of the Employee's scheduled work day, Monday through Friday. However, if an Employee is scheduled to work, he shall be scheduled to work six (6) hours. The rate of pay for such hours shall be one and one-half (1-1/2) times the service rate. He shall also receive time and one-half (1-1/2) for time spent traveling home plus mileage and out-of-pocket expenses incurred. Employees shall take a meal period of one-half (1/2) hour. Such Employees will exercise their initiative to perform Service work when not answering callbacks however, there shall be no restrictions on the character of Service work that the Service Employee(s) is to perform, nor shall be geographic boundaries apply.

4. In addition, the Employer shall have the right at its sole option to schedule service Employees to work from 8:00 A.M. to 5:00 P.M. on Saturdays, Lincoln's Birthday, Washington's Birthday, Columbus Day, Election Day or Veteran's Day. However, if an Employee is scheduled to work, he shall be scheduled to work eight (8) hours. The rate of pay for such hours shall be one and one-half (1-1/2) times the single time rate. He shall also receive time and one-half (1-1/2) for time spent traveling home plus mileage and out-of-pocket expenses incurred. Such Employees will exercise their initiative to perform Service work when not answering callbacks; however, there shall be no restrictions on the character of Service work that the Service Employee(s) is to perform, nor shall geographic boundaries apply.

5. In those areas where the Employer deems it not practical to utilize the option set forth in (3) above, the Employer shall have the right, at its sole option, to schedule service Employees on the night call list to work past the end of the Employee's scheduled work day, Monday through Friday. However, if an Employee is scheduled to work, he shall be scheduled to work three (3) hours. The rate of pay for such hours shall be one and one-half (1½) times the Service Rate. He shall also receive time and one-half (1½) for time spent traveling home plus mileage and out-of-pocket expenses incurred. Employees shall take a meal period of one-half (½) hour. Such Employees will exercise their initiative to perform Service work when not answering callbacks; however, there shall be no



restrictions on the character of Service work that the Service Employee(s) is to perform, nor shall geographic boundaries apply.

6. The Employer shall have the right, at its sole option, to schedule and assign service Employee(s) to emergency callback service from 11:00 PM to 8:00 AM with one (1) hour lunch, Monday through Friday. These hours shall be the Employees' normal work hours. The rate of pay shall be time and one-half the service rate for hours worked, and no travel time home shall be involved, nor mileage nor expenses. When not answering callbacks, there shall be no restrictions on the type of work that the Service Employee(s) is to perform. No geographic boundaries shall apply to assignments during this work period. Employee(s) will come from the normal night call list and shall work a maximum of thirty (30) day periods on a rotating basis, unless there are no interested Employees, in which case longer periods may be worked. In the event there are no interested Employees on the normal night call list to fill openings, the Employer shall assign Employee(s) from the Service Department.

7. Employees assigned to work under Subparagraphs 3, 4 or 5 shall be paid for time spent traveling home plus mileage and out-of-pocket expenses incurred, however such traveling time shall not exceed one (1) hour.

#### **(G) REMOVAL OF OLD MATERIAL**

In the total rip out of old equipment where the reinstallation of elevator or escalator equipment has not yet been contracted, the work may be done by a Service Mechanic and as many as four (4) apprentices at the respective service rate of pay provided two (2) of the apprentices are experienced.

If the reinstallation has been contracted, or if the equipment is reused on a construction or modernization job, it shall be installed by construction or modernization mechanics and apprentices, whichever is applicable.

#### **(H) SERVICE APPRENTICES**

1. The Employer may use sufficient Apprentices to perform Service Work as it deems necessary in the interests of efficiency and safety.

2. There shall be no restrictions on the character of work a apprentices may perform when working with a mechanic. Service Apprentices may work alone and shall be assigned daily by supervision or by a Mechanic to one or more locations. If assigned by supervision, supervision shall notify the appropriate Mechanic or Mechanic-in-Charge of the location and nature of such assignment.

3. When working alone, the Apprentices shall be assigned on a day to day basis to one or more job locations. When working alone the apprentices may perform only that work which he can perform safely and only such tasks that are within the apprentice's capabilities. Such tasks shall include the following list and other, well defined tasks: cleaning, oiling, greasing, painting, changing brushes, fixture maintenance, observing the operations of equipment, relamping, replacing combplate teeth, replacing carbons,

contacts and shunts (not to include soldered contacts or shunts), replacing door gib inserts and similar work as required.

4. The Employer agrees that it shall furnish the Apprentice(s) with the tools and electronics necessary to complete his assigned tasks.

#### **(I) UNIFORMS**

In order to enhance customer satisfaction and insure professional appearance, Service Employees shall be required to wear complete company furnished uniforms when working at customer premises (Employees are permitted to change into uniforms at the job site prior to starting work and out of the uniform after completion of the work day). Uniforms issued by the Employer may not be altered in any way without the express approval of the Employer.

#### **(J) MECHANIC-IN-CHARGE (Foreman)**

When five (5) or more men including the Elevator Constructor Mechanic-in-Charge are employed on a service job, one (1) shall be designated as the Mechanic-in-Charge of the job and shall have his hourly rate increased by twelve and one-half percent (12½%) for all hours actually worked.

Under the direction of a Superintendent, the Mechanic-in-Charge shall have the right to assign and schedule work, direct the work force, assure the quality and efficiency of the assignment, and to enforce the safety practices and procedures on the job to which he is assigned by the Employer.

#### **(K) SPECIAL CONTRACT SERVICE (Double Shift)**

1. Special Contract Service is defined as the service to be rendered on a single building or group of buildings where the Employer's contracts require continuous service during sixteen (16) hours (two shifts) per day and six days per week, Monday through Saturday.

2. Men assigned to each of the double shifts shall work eight (8) hours per day and six (6) days per week - total forty-eight (48) hours. They shall be paid for fifty-two (52) hours per week at single time rates.

3. If because of a holiday when no work is performed, or for any other reason, a man assigned to shift work works less than forty-eight (48) hours, he shall be paid for all hours worked at straight time rate plus a four (4) hour bonus.

4. When only two (2) men are assigned to double shift work both men will be Mechanics.

5. When more than two (2) men are assigned, the third and fourth man may be a apprentice.

6. If more than four (4) men are assigned, each additional odd man must be a Mechanic.

**(L) FIVE DAY CONTRACT SERVICE**

1. Five (5) Day Contract Service is defined as the service to be rendered on a single building or group of buildings where the Employer's contracts require continuous service during sixteen (16) hours (two shifts) per day and five (5) days per week, Monday through Friday.

2. Employees assigned to work 8:00 AM to 4:00 PM shall be paid at the straight time service rate. Employees assigned to work 4:00 PM to 12:00 AM shall be paid at the straight time service rate with an eight (8) hour bonus.

3. If, because of a holiday when no work is performed, or absence due to a bonafide illness, or for any other reason beyond his control, an Employee assigned to work 4:00 PM to 12:00 AM, works less than forty (40) hours, such Employee shall be paid for all hours worked at straight time rate plus an eight (8) hour bonus.

4. When only two (2) Employees are assigned to day/night Contract Service, both Employees will be Mechanics.

5. When more than two (2) Employees are assigned, the third and fourth may be an Apprentices.

6. If more than four (4) Employees are assigned under this provision, each additional odd Employee must be a Mechanic.

**(M) NEWARK, NEW JERSEY**

There shall be no travel expense for Employees working on Service in the Newark area, within a four (4) mile radius of Newark City Hall.

**(N) HOLIDAYS**

If an Employee works on any paid holiday, he shall be paid time and one-half plus holiday pay for such days worked. Employees scheduled for a team assignment as outlined in paragraph (B) herein, shall be paid double time plus holiday pay for such days worked.

Service Employees shall work on a holiday when required by the Employer provided however, in scheduling Employees to work on any of the paid holidays the Employer will give due consideration to the wishes of the Employees.

## **(O) TRAVEL EXPENSE**

1. There shall be no travel expense by Employees working on maintenance in any area that is not more distant from City Hall than any of the \$20 zones listed in Appendix A of this Agreement. In the more distant areas, the present practices will be continued.
2. Except as provided in Paragraph 1 of this Section, it is understood there will be no travel time, no expense and no mileage paid for travel from home to the first job, nor from the last job to home.
3. Service mechanics covered by Section VI Service Work, when authorized by the Employer to use their personal vehicles on Company business, shall receive an allowance of ten dollars (\$10.00) (Apprentices shall receive five dollars (\$5.00) for a 24 hour period. This allowance includes cartage and is the only travel related reimbursement other than per diem and cents per mile traveled, and it shall not be made to Employees using Company vehicles. An additional twenty dollars (\$20.00) shall be paid to mechanics (\$20.00 for Apprentices) using their personal vehicles for a round trip delivery of landing blocks/rope kits, test weights, hoist motors, generator armatures, car/hoistway doors, five 5-gallon cans of oil or cleaning compound or 3 ton or more chain falls.
4. Employees who are provided with a company vehicle and who are regularly assigned to two-man service jobs (as defined in (B)1.) shall not be entitled to zone pay as set forth in Appendix A. Employees will use Company vehicles when provided by the Employer.
5. Employees who utilize their personal vehicles will continue to receive such zone pay as they have in the past.
6. Employees assigned to work listed in Section (F) Callbacks Subsections (3), (4) and (5) and any other similar type assignments will receive a maximum of one hour travel in lieu of the travel time specified in any agreement prior to June 30, 1993. Any Employee entitled to receive pay for time spent traveling shall receive no more than two hours' pay for round trip travel (barring unusual circumstances).

## **SECTION VII**

### **Effective Date - Wage Rates Termination**

**(A) This Agreement expires March 17, 2009 at 12:01 A.M.**

**(B) The straight time working hours during the term of this contract are as follows:**

CONSTRUCTION – 7, 8

NEW CONSTRUCTION AND MODERNIZATION IN EXISTING BUILDINGS – 8

SERVICE - 8

**(C) The straight time hourly rates of pay\* for all Employees are listed in Appendix “A”.**

\*The hourly rates are subject to reduction depending on the additional contributions required in the Health Plan, Pension Plan, Education Plan, the Annuity/401(k) Plan or other Plans the parties may adopt which require additional contributions.

## **(D) ANNUITY AND 401(k) PLAN**

1. Elevator Manufacturers Association of New York, Inc. (EMANY) & International Union of Elevator Constructors, Local No. 1 (Local 1) do hereby agree to continue the Annuity and 401(k) Plan (hereinafter referred to as the Annuity Plan) administered by a board of six (6) Trustees, three (3) appointed by the EMANY and three (3) appointed by Local 1. The Annuity Plan known as the International Union of Elevator Constructors, Local No. 1 Annuity and 401(k) Plan provides annuity benefits for elevator constructor mechanics and apprentices.

2. The Board of Trustees has adopted a Restated Agreement and Declaration of Trust and Annuity Plan, which is a part of this Agreement and binding on all parties signatory.

The Annuity Plan is financed by contributions from members of the EMANY and other companies with whom the Union has collective bargaining agreements and by Elective Contributions of Employees of Employers signatory to this Agreement. Beginning July 1, 1975 and continuing throughout the period of this collective bargaining Agreement.

The Employer agrees to make contributions on behalf of their elevator mechanics and apprentices as herein below set forth:

Total Contribution for Mechanics and for Apprentices and Helpers with an industry date before March 17, 2000 for Each Full "Worked Hour":

Total Contribution\* for Apprentices with an industry date of March 17, 2000 and thereafter for Each Full "Worked Hour":

- First year Apprentice: fifty percent (50%) of the contribution rate for Mechanics in the department where the Apprentice is working (following completion of the Probationary Period).
- Second year Apprentice: fifty-five percent (55%) of the contribution rate for Mechanics in the department where the Apprentice is working.
- Third year Apprentice: sixty-five percent (65%) of the contribution rate for Mechanics in the department where the Apprentice is working.
- Fourth year Apprentice: seventy-five percent (75%) of the contribution rate for Mechanics in the department where the Apprentice is working.
- Fifth year Apprentice: seventy-five percent (75%) of the contribution rate for Mechanics in the department where the Apprentice is working.
- Temporary where the Temporary Mechanic is working. Mechanic: eighty-five percent (85%) of the contribution rate for Mechanics in the Department.

\*See Appendix "A" for actual contribution rates.

Wage rates and Annuity Contributions for apprentices and helpers may be adjusted periodically on the anniversary date of this collective bargaining agreement to assure compliance with IRS Reg.415 requirements.

Hours worked do not include hours paid for vacations, holidays and travel time outside of normal working hours except those overtime travel hours which occur between contiguous emergency callbacks.

3. Payment of the Employer contributions shall be made by the end of the month following the month for which they are due.
4. In no event shall the contribution rate of any Employer exceed the lowest contribution rate paid by any other contributor to the Annuity Plan for the type of work covered by this Agreement.
5. The Employer contributions currently provided for in the Agreement shall be designated profit-sharing contributions. Said contributions shall be the Employers' sole financial obligation to the Annuity Plan. The Employer shall not make contributions to the 401(k) accounts of Employees other than forwarding to the Plan the wages by which Employees have reduced their salaries.
6. The Employers agree to withhold from the wages of Employees, pursuant to a Wage Reduction Agreement approved by the Trustees, wages in any whole percentage of wages payable in each payroll period but not less than one percent (1%) nor more than four percent (4%) for Mechanics and not less than one percent (1%) nor more than one percent (1%) for Apprentices. The amount by which an Employee's salary is so reduced shall be referred to as an Elective Contribution. The Employers will make such Elective Contributions to the Annuity Plan in an amount equal to the total amount by which the Employee's wage from the Employer was reduced pursuant to the Wage Reduction Agreement. The Employers shall make said payments monthly together with the Annuity Plan contributions together with such forms as the Trustees may require.
7. It is expressly understood and agreed by the parties that all expenses incurred in the establishment and ongoing administration of the Annuity Plan shall be the expenses of the Plan and not the obligation of the Employers. In the event that any Employer incurs added expenses because of the inclusion of a 401(k) feature and the amendment of the Annuity Plan to be a profit-sharing plan, then in that event, the Union agrees to a reduction in wages, benefit contributions or other economic terms of the Agreement equal to the amount of expenses incurred by said Employer or Employers. The type of reduction is subject to agreement between the parties. If the parties are unable to agree on where the reduction shall be made, the matter will be submitted to arbitration in accordance with the Agreement.

#### **(E) EDUCATIONAL FUND**

The Joint Apprentice Committee shall be continued consisting of three (3) representatives from the Association and three (3) representatives from the local Union.

The Joint Apprentice Committee shall be responsible for providing a program for educating and training Elevator Constructor Journeymen and apprentices in the local Union area in conjunction with the National Elevator Industry Educational Program. Such program shall be under the sole and exclusive direction of the Joint Apprentice Committee.

The National Elevator Industry Educational Program (NEIEP) shall be financed by contributions by the Employer as provided below. Upon the effective date of this Agreement, the Employer agrees to continue to pay and contribute to such Fund twenty-four cents (\$.24) per hour for each hour of work performed by all Elevator Constructor Journeymen, JIT's and Apprentices. The twenty-four cents (\$.24) hourly contribution shall increase annually. The thirteen cents (\$.13) Employer contribution effective March 17, 2005 will not be deducted from the hourly wage and fringe package of the Elevator Constructor. Any further increase to the thirteen cents (\$.13) Employer contribution is their sole responsibility. The existing twenty-four cents (\$.24) plus the additional thirteen cents (\$.13) will become the base of thirty-seven cents (\$.37) and shall increase annually. The amount of the Employers contribution will be as follows:

Effective Date	Amount of Increase	Hourly Contribution Rate
3/17/05	\$ 0.03	\$.37
3/17/06	\$ 0.03	\$.40
3/17/07	\$ 0.03	\$.43
3/17/08	\$ 0.03	\$.46

No contributions shall be made during the six (6) months probationary period on behalf of probationary Employees unless otherwise provided by the NEIEP Trustees. If the Employers are required for any reason to increase the Employer's contribution to the National Elevator Industry Educational Program, then the amount of such additional Employer contribution shall serve to reduce the effective wage rate set forth in Section VII (B) of this Agreement in an amount adjusted to reflect such increased Employer contribution and its effect upon the wage rate.

**(F) Local No.1 Education and Training Fund**

1. The Local 1 Education and Training Fund (the Fund) shall provide a program for the education and training of apprentices and shall be funded by an Employer contribution of ten cents (\$.10) per hour worked.

2. The Fund shall be governed by a written Agreement and Declaration of Trust and administered by a Board of Trustees, three (3) of whom shall be appointed by the union and three (3) appointed by the Employers Two (2) by EMANY and one (1) by Otis in accordance with, and so provided in, the governing documents of the Fund and subsequent amendments thereto. The Agreement and Declaration of Trust shall become a part of this Agreement and binding on all parties signatory to this Agreement

## **SECTION VIII**

### **Arbitration**

(A) Step 1. If an Employee has a complaint about the application of any portion of this Agreement, the Employee shall first discuss the issue with his/her supervisor and/or business agent within ten (10) days after the cause of the grievance is known or should reasonably have been known. The Employee's supervisor shall respond, either verbally or in writing, to the grievant no later than three (3) business days after this discussion.

(B) Step 2. If the grievance is not resolved by Step 1 of this process, or if the Local 1 wishes to file a grievance involving more than one Employee, Local 1 shall submit the grievance, in writing, to the Employer. The writing shall specify the nature of the grievance and the provision(s) of the Agreement alleged to have been violated and shall be submitted within ten (10) business days after the conclusion of Step 1 or within ten (10) days after the cause of the grievance is known or should reasonably have been known, whichever occurs later in time.

Similarly, if the Employer alleges the Local 1 has violated the Agreement, the Employer shall submit a writing specifying the nature of the grievance and the provision(s) of the Agreement alleged to have been violated to the Business Manager of Local 1 within ten (10) business days after the cause of the grievance is known or should have reasonably been known.

Grievances concerning the discharge, for cause, of an Employee shall be initiated at this Step of the process. The grievance shall be submitted in writing by Local 1 to the Employer within ten (10) business days after the Employee's discharge.

Representatives of the Employer and Local 1 shall meet within ten (10) business days of the receipt of a written grievance as outlined in this Step to discuss the grievance(s) and any other outstanding issues which the parties agree to discuss. If the parties cannot agree on a resolution to the grievance, the matter shall be taken to Step 3.

(C) Step 3. If the grievance is not resolved after such discussions, or if the responding party does not advise the other party of the disposition of the grievance, either the Employer or Local 1 may submit the grievance at the next regularly scheduled meeting of the New York Arbitration Committee.

The New York Arbitration Committee shall consist of three (3) representatives of EMANY and three (3) representatives of the Local 1. Both Local 1 and EMANY shall have an equal vote on the New York Arbitration Committee regardless of the number of representatives of each side present at any meeting of the New York Arbitration Committee.

It is agreed that the New York Arbitration Committee shall meet on the second Wednesday of each month to consider unresolved grievances. If either party believes that there is not sufficient reason to hold such meeting, then either party may cancel the next scheduled monthly meeting by notifying the other party of its desire to cancel such meeting by giving five (5) working days notice.



(D) Step 4. If the New York Arbitration Committee is unable to reach a decision, or is deadlocked on the grievance or fails to meet as described above, then either Local 1 or the Employer may, within ten (10) working days, submit the grievance to arbitration under the rules and procedures of the American Arbitration Association which shall designate an impartial arbitrator and conduct the arbitration hearing in accordance with its procedures. All such submission of grievances to arbitration shall be to the American Arbitration Association in New York City. Failure to process the issue to arbitration within the foregoing ten (10) day period shall result in the issue being considered null and void.

It is understood that neither the New York Arbitration Committee nor an arbitrator shall have the power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

(E) In the interests of labor harmony, either the Employer or Local 1 may request that a particular grievance be given special handling. If such handling is requested, the Step 2 meeting outlined above shall occur within three (3) business days after the receipt of the written grievance. If it cannot be resolved at this meeting, the complaining party may request arbitration as described in Step 4.

(F) Discharge Grievances Expedited Impartial Arbitration. Recognizing the special nature of cases involving the discharge of an Employee, the parties agree that such case(s) shall be handled as follows:

(a) Any discharge grievance not resolved at the Written Step Two meeting may immediately be referred by either party. Such grievance need not wait to be placed on the agenda of the scheduled New York Arbitration Committee, but rather shall be discussed, either in person or by telephone, by the parties within ten (10) working days of the referral from Written Step Two. The parties shall make an earnest effort to resolve their differences at this meeting, but failing such agreement, either party may request immediate, expedited impartial arbitration.

(b) Within ten (10) working days of a request by either party for impartial arbitration, the parties shall select an arbitrator from the following panel of arbitrators:

- Martin Scheinman, Esquire
- Jack D. Tillem, Esquire
- Robert E. Light, Esquire
- Elliot Schriftman
- Richard Adelman

The parties shall select one of the above arbitrators after taking them in order and determining which arbitrator will be able to schedule a hearing at the earliest possible available date. Unless the parties agree otherwise, the arbitration hearing shall be held before such arbitrator at the earliest date on his schedule when the discharge can be held. Post-hearing briefs must be submitted within two (2) weeks of the conclusion of the hearing. The arbitrator shall render the award within two (2) weeks of the submission of briefs. Post hearing briefs may be waived by mutual agreement of the parties.

The parties shall retain the right to mutually agree to remove any of the arbitrators from the panel and appoint a mutually agreeable replacement.

Should an arbitrator named in the panel be unwilling to accept an assignment to the panel or for any reason is unable to continue to serve on the panel, the parties shall appoint a mutually agreeable replacement.

## **SECTION IX**

### **Employee Grievances**

Should any Employee have a grievance based upon a disciplinary action of the Employer (including a disciplinary discharge) or a discriminatory transfer or reduction of status, such grievance shall be taken up by the Union under the Grievance Procedure set forth in Section VIII above.

## **SECTION X**

### **Strikes and Lockouts**

1. It is agreed by both parties to this Agreement that so long as the provisions herein contained are conformed to, there shall be no lockouts or strikes, including concerted refusals to work overtime.

2. No strike will be called against the Employer by Local No. 1 unless the strike is approved by Local No. 1 International Union of Elevator Constructors. Sufficient notice shall be given to the Employer before a strike shall become effective. Except in the case of Service Work as specified in Section VII of this Agreement, work stoppages brought about by picketing or strikes by building trades local unions affiliated with Building Trades Councils shall not constitute a strike within the meaning of this Section.

3. In the event of a strike, work stoppage or lockout affecting Mechanics and Apprentices on New Construction or Repair Work, men working on 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 Service whether such men are continuously employed in this work or not prior to the strike, work stoppage or lockout.

**SECTION XI**  
**Complete Agreement**

This Agreement constitutes the complete agreement between the parties and there is no oral agreement, which exists between them.

In witness whereof, the parties hereunto subscribe their names and affix their seals the day and year set forth below.

Signed, sealed and delivered in the presence of:

**LOCAL ONE ELEVATOR CONSTRUCTORS**  
**NEGOTIATING COMMITTEE**

Raymond Hernandez	President/Business Manager
Lenny Legotte	VP/Business Agent
Fred McCourt	VP/Business Agent
Ed Krull	VP/Business Agent
Bob Stork	VP/Business Agent
Anthony Carudo	Secretary Treasurer
Gary Riefenhauser	Day Secretary

**ELEVATOR MANUFACTURERS ASSOCIATION**  
**OF NEW YORK**

James Walker	<u>EMANY</u>
Dennis Gerard	KONE Inc.
Neil Mullane	KONE Inc.
Joseph Zaffuto	KONE Inc
Paul Barrett	Otis Elevator Co.
Henry Bechard	Otis Elevator Co
Gregory Garger	Otis Elevator Co.
Timothy Grace	Schindler Elevator Co.
Charles Gutowski	Schindler Elevator Co.
Michael Shields	Schindler Elevator Co.

**APPENDIX "A"**

<b>03/17/05</b>	<b>Wage</b>	<b>Health</b>	<b>Pension</b>	<b>NEIEP</b>	<b>Annuity</b>	<b>WPF</b>	<b>Ed&amp;Trn</b>
<b>CONST MECH.</b>	41.970	7.275	3.420	0.370	5.400	0.100	0.100
50% Probationary	18.950						
50% Apprentice	18.950	7.275	3.420	0.370	2.700	0.100	0.100
55% Apprentice	23.080	7.275	3.420	0.370	2.970	0.100	0.100
65% Apprentice	27.280	7.275	3.420	0.370	3.510	0.100	0.100
75% Apprentice	31.480	7.275	3.420	0.370	4.050	0.100	0.100
<b>03/17/06</b>							
<b>CONST MECH.</b>	43.990	7.775	3.940	0.400	5.900	0.100	0.100
50% Probationary	19.830						
50% Apprentice	19.830	7.775	3.940	0.400	2.825	0.100	0.100
55% Apprentice	24.190	7.775	3.940	0.400	3.133	0.100	0.100
65% Apprentice	28.590	7.775	3.940	0.400	3.748	0.100	0.100
75% Apprentice	32.990	7.775	3.940	0.400	4.363	0.100	0.100
<b>03/17/07</b>							
<b>CONST MECH.</b>	45.980	8.525	4.210	0.430	6.650	0.100	0.100
50% Probationary	20.700						
50% Apprentice	20.700	8.525	4.210	0.430	3.200	0.100	0.100
55% Apprentice	25.290	8.525	4.210	0.430	3.545	0.100	0.100
65% Apprentice	29.890	8.525	4.210	0.430	4.235	0.100	0.100
75% Apprentice	34.490	8.525	4.210	0.430	4.925	0.100	0.100
<b>03/17/08</b>							
<b>CONST MECH.</b>	48.190	9.275	4.480	0.460	7.400	0.100	0.100
50% Probationary	21.660						
50% Apprentice	21.660	9.275	4.480	0.460	3.575	0.100	0.100
55% Apprentice	26.510	9.275	4.480	0.460	3.958	0.100	0.100
65% Apprentice	31.330	9.275	4.480	0.460	4.723	0.100	0.100
75% Apprentice	36.160	9.275	4.480	0.460	5.488	0.100	0.100

<b>03/17/05</b>		<b>Wage</b>	<b>Health</b>	<b>Pension</b>	<b>NEIEP</b>	<b>Annuity</b>	<b>WPF</b>	<b>Ed&amp;Trn</b>
<b>SVCE/MOD MECH.</b>		33.815	7.275	3.420	0.370	5.250	0.100	0.100
50% Probationary		18.950						
50% Apprentice		18.950	7.275	3.420	0.370	2.625	0.100	0.100
55% Apprentice		18.600	7.275	3.420	0.370	2.888	0.100	0.100
65% Apprentice		21.980	7.275	3.420	0.370	3.413	0.100	0.100
75% Apprentice		25.360	7.275	3.420	0.370	3.938	0.100	0.100
<b>03/17/06</b>								
<b>SVCE/MOD MECH.</b>		35.330	7.775	3.940	0.400	5.750	0.100	0.100
50% Probationary		19.830						
50% Apprentice		19.830	7.775	3.940	0.400	2.750	0.100	0.100
55% Apprentice		19.430	7.775	3.940	0.400	3.050	0.100	0.100
65% Apprentice		22.970	7.775	3.940	0.400	3.650	0.100	0.100
75% Apprentice		26.500	7.775	3.940	0.400	4.250	0.100	0.100
<b>03/17/07</b>								
<b>SVCE/MOD MECH.</b>		36.800	8.525	4.210	0.430	6.500	0.100	0.100
50% Probationary		20.700						
50% Apprentice		20.700	8.525	4.210	0.430	3.125	0.100	0.100
55% Apprentice		20.240	8.525	4.210	0.430	3.463	0.100	0.100
65% Apprentice		23.920	8.525	4.210	0.430	4.138	0.100	0.100
75% Apprentice		27.600	8.525	4.210	0.430	4.813	0.100	0.100
<b>03/17/08</b>								
<b>SVCE/MOD MECH.</b>		38.460	9.275	4.480	0.460	7.250	0.100	0.100
50% Probationary		21.660						
50% Apprentice		21.660	9.275	4.480	0.460	3.500	0.100	0.100
55% Apprentice		21.150	9.275	4.480	0.460	4.875	0.100	0.100
65% Apprentice		25.000	9.275	4.480	0.460	4.625	0.100	0.100
75% Apprentice		28.840	9.275	4.480	0.460	5.375	0.100	0.100

**APPENDIX "B"**  
**Travel Expense**

**1. Long Island Expense**

(a) Zone one (1) fifteen dollars (\$15.00) per worked day:

(1) In Queens:

Any new construction project having fifteen (15) or more units or any two (2) man service job that takes eighty (80) hours (forty 40 team hours) or more to perform in that area bordered on the West by a line running from the Whitestone Bridge South on the Whitestone Expressway to the Van Wyck Expressway to the Belt Parkway, East on the Belt Parkway to Rockaway Boulevard, East on Rockaway Boulevard to the Nassau County line; and on the East by the Queens-Nassau County Line South to Rockaway Boulevard; and

(2) In Nassau County:

that area bordered on the East by the Nassau-Suffolk County line and on the West by the Queens-Nassau County line and including all of John F. Kennedy International Airport and all of the Rockaways in Queens.

(b) Zone two (2) twenty dollars (\$20.00) per worked day:

that area bordered on the West by Zone 1 and on the East by a line extending from Long Island Sound South to the intersection of Route 25A and Route 46 (William Floyd Parkway), South on Route 46 to the Atlantic Ocean.

**2. Staten Island Expense**

Zone one (1) fifteen dollars (\$15) per worked day: all of Staten Island

**3. Westchester County Expense**

(a) Zone one (1) fifteen dollars (\$15) per worked day:

That area bordered on the south by the New York City - Westchester County line and on the North by a line beginning at the Tappan Zee Bridge East on Route 287 to Route 95 and East on Route 95 to the Connecticut State line.

(b) Zone two (2) twenty dollars (\$20.00) per worked day:

that area bordered on the South by Zone one (1); and on the North by a line beginning on the East at the intersection of Route 35 at the Connecticut State line, West on Route 35 to Route 202/35, West on Route 202/35 to Route 202/6, West on Route 202/6 to the Bear Mountain Bridge.

**4. Rockland County Travel Expense**

(a) Zone one (1) fifteen dollars (\$15.00) per worked day:

That area bordered by a line beginning on the North by Route 287, beginning at the Tappan Zee Bridge, West on Route 287 to Route 304, South on Route 304 to the New York-New Jersey State line, East on the New York-New Jersey State line to the Hudson River.

(b) Zone two (2) twenty dollars (\$20.00) per worked day:

that area bordered by a line beginning at the Bear Mountain Bridge, West on Route 6 to the Palisades Parkway, South on the Palisades Parkway to Route 287, East on Route 287 to the Tappan Zee Bridge.

## **5. New Jersey Expense**

(a) Zone one (1) fifteen dollars (\$15.00) per worked day:

That area bordered on the east by a line beginning at the intersection of Route 503 at the New York-New Jersey State line, South on Route 503 to Route 80, West on Route 80 to the Garden State Parkway, South on the Garden State Parkway to Route 82 (Morris Avenue), East on Route 82 to Route 439, East on Route 439 to the Goethals Bridge; and on the West by a line beginning at the New York-New Jersey State line at Route 287 South on Route 287 (or the Route 287 Right of Way) and East on Route 287 to Route 440, East on Route 440 to the Garden State Parkway, South on the Garden State Parkway to the Raritan Bridge, East on the Raritan River to Raritan Bay.

(b) Zone two (2) twenty dollars (\$20.00) per worked day:

(1) In North Jersey:

That area bordered on the East by Zone one (1); and on the West by a line beginning at the New York-New Jersey State line at Route 94, South on Route 94 to the intersection of Route 206, South on Route 206 to Route 287; and

(2) In South Jersey:

That area bordered on the North by Zone one (1) and by a line beginning at the intersection of Route 287 and Route 527, East on Route 527 to the intersection of Route 18, East on Route 18 to the Middlesex - Monmouth County line, North along the Middlesex - Monmouth County line to Raritan Bay.

**APPENDIX “C”**  
**Decisions of The Joint Industry Committee**

Elevator Manufacturers Association of New York, Inc. and Local No. 1 International Union of Elevator Constructors agree that the following decisions of the former Joint Industry Committee established by National Elevator Industry, Inc. and the International Union of Elevator Constructors shall continue to be binding during the term of the present agreement except to the extent that any of these decisions are in conflict with changes made to Article IV or Article IV(A) during the negotiations for the present agreement. The Joint Industry Committee decisions by which the parties agree to be bound are as follows:

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. EMANY 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 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 objections 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 the 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 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 photocell 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 Employers 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 Company)**

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**

Holes drilled in the factory for the mounting of sightguards 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 (Haughton Elevator Company)**

It was mutually agreed that the spirator would be removed and that the pre-drilling and tapping was covered by Decision #1 of the Joint Industry Committee dated December 12, 1963.

#### **16. Pre-Fastening Booster or Blocking Beams to Machine Beams (General Elevator Company of Baltimore)**

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

#### **17. Dover Leveling Switches**

Dover Leveling Switches, as they are now constructed, are not a violation of the Standard Agreement.

#### **18. Westinghouse and Otis Basement Machines**

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

#### **19. Top Emergency Exit Switches (Otis)**

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

#### **20. Otis Integral Hanger**

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

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

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

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

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

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

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

Ejector unit must be shipped separately.

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

EMANY and the Union agree that they shall create a Joint Industry Committee consisting of an equal number of representatives of each party. Such Joint Industry Committee shall have the power and authority to issue new decisions, in addition to those set forth above, and to make determinations concerning work jurisdiction and work to be performed by elevator constructor mechanics and apprentices. Any dispute between the parties or any deadlock between the members of the Joint Industry Committee shall be referred to impartial arbitration in accordance with the terms of the collective bargaining agreement.

**APPENDIX "D"**  
**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 Apprentices in the employ of the Employer.

**Par. 2.**

(a) 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.

(b) 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 Apprentices either before or after the truss or truss sections are joined and/or hoisted and placed in permanent position [as per Section IV (H) and Section V (G)], 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 Apprentices

(c) 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.

(d) The erecting of all guide rails.

(e) 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 room, overhead or below.

(f) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.

(g) The setting of all templates.

(h) All foundations, either of wood or metal, that should take the place of masonry.

(i) The assembly of all cabs complete.

(j) The installation of all indicators.

(k) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.

(l) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.

(m) The installation of all devices for opening and closing, and locking of elevator car and hoistway doors and gates.

(n) The drilling of doors for mounting of closing devices.

(o) The drilling of angle supports for mounting of closing devices except one template

hole.

(p) The drilling of sills for sill trips.

(q) The operating of temporary cars.

(r) The setting of all elevator pressure open or pit tanks.

(s) 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.

(t) 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 pre-assembling and prefabricating the following:

(1) Temporary elevators

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

(2) Residence elevators

Residence elevators shall mean elevators installed solely for use in a single family residence and not for general public use. Single family residences may be part of a multi-unit structure.

(3) Dumbwaiters

(4) Dock elevators

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

(6) Apartment house elevators

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

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

- Solid state controllers,
- Power conversion modules,
- Speed and position monitoring devices,
- Load measuring devices,
- Digital data components,
- Hall lanterns,
- Hall buttons,
- Position indicators.

(solid state to solid state only), and to connect any component in and on the car excluding traveling cable).

When the use of fiber optics is applied to the elevator system, preassembled plugs/coupling devices may be used to maintain the integrity of the connection(s).

It is understood and agreed that the connecting and/or coupling devices will be done by the Elevator Constructor whether accomplished by external wiring or preassembled plug connectors as provided in the paragraph.

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

(9) Limited Use/Limited Access Elevators, which shall mean elevators described under the scope of Limited Use/Limited Access Elevators as defined in A.S.M.E. A17.1.

Limited Use/Limited Access Elevators and residence elevators may be installed in the most economical fashion provided there is no factor of safety involved. No zone expense shall be paid for such work.

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

(11) Car top inspection station, which may only include pre-wired service light, gate switch, and inspection station.

(a) Pre-wired canopies with lights and fans

**Par.3** (b) It is understood and agreed that the preassembly and/or prefabrication of electric walks, travelators, speed ramps or similar type of moving walks, (limited to 15 incline per ANSI Code), shall include the following:

(1) Truss sections with drive units, machines, handrail drive sheaves and drive chains installed and aligned.

(2) Truss sections with tracks installed and aligned.

(3) Balustrade brackets may be shipped attached but not aligned.

(4) Setting of all controllers and all wiring and conduit from controllers.

Work to be done in the field shall include setting and aligning of truss sections and supports, setting controllers, all wiring and conduit from the controller, installation of pallets (platform and belting), handrails, handrail idler sheaves, centering guides, combplates, balustrades and trim.

**Par. 9.**

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

**APPENDIX “E”**  
**LETTERS of UNDERSTANDING**

June 10, 2005

Upon ratification by a majority vote of the members prior to June 27, 2005, employees shall be paid a one-time bonus of \$2250.00 less normal deductions in equal installments in the first and second payroll periods after ratification. Such bonus shall be paid by the elevator company whose Employees are represented by Local No. 1, IUEC and for whom the Employee last worked prior to ratification.

The signing bonus shall not apply to the Employee of any Employer who has terminated that Employee for just cause prior to the date of ratification.

Effective 12:01 A.M. on the day after ratification by a majority vote the members, EMANY companies will end the lockout and use bargaining unit Employees to perform bargaining unit work as required by the new Collective Bargaining Agreement.

Raymond Hernandez  
IUEC Local No. 1

James Walker  
EMANY



May 23, 2005

Mr. Ray Hernandez  
IUEC Local No. 1  
47-24 27<sup>th</sup> Street  
Long Island City, NY 11101

Dear Mr. Hernandez:

The Employer agrees that if and when an employee is required to keep GPS or other locating technology activated while on call after the employee's normal work hours and such employee is not assigned any work during the employee's on call time, such employee shall be entitled to three hours pay at the straight time rate not to include fringe benefits.

Very truly yours,

James Walker

Mr. Ray Hernandez  
IUEC Local No.1  
47-24 27<sup>th</sup> Street  
Long Island City, NY 11101

## **RE: Emergency Call-Back in Hazardous Areas**

Dear Mr. Hernandez:

By means of this letter, the Letter of Understanding entitled "*Emergency Call-Backs in Hazardous Areas*" is modified as follows:

1. An Employer representative and representative of Local No. 1 will meet and evaluate the need for an additional person on a job-to-job basis, taking into consideration such factors as the level of crime in the area and the security at the jobsite. When it is mutually agreed that a second individual is required for an emergency callback, it is agreed that the second person may be an Employee: Journeyman or Apprentice who shall be assigned by the Employer: armed security personnel or law enforcement personnel.
2. In addition to the foregoing, should an Employee respond to a callback and upon arriving at the jobsite determine that he would in jeopardy he should contact his supervisor for instructions.
3. Should there be any dispute as to the application of Paragraph 1 or 2, the dispute may be submitted by either party to the Grievance and Expedited Arbitration procedure

Sincerely,

E. James Walker

Agreed for Local 1:

Agreed for EMANY:

\_\_\_\_\_  
Raymond Hernandez

\_\_\_\_\_  
E. James Walker

February 3, 2005

Mr. Raymond Hernandez  
President, IUEC Local 1  
47-24 27<sup>th</sup> Street  
Islip, N.Y. 11101

Re: Letter of Agreement

Dear Mr. Hernandez:

This letter of agreement will serve to confirm the understanding reached during our recent negotiations concerning "Substance Abuse"; specifically the deletion of the following language contained in the Company's proposal:

"Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit employees as well, including company executive and officers."

It is agreed between EMANY and Local 1 that EMANY will agree to remove the above referenced language from the Company's proposal and that the parties will agree to abide by the arbitrator's decision and/or settlement reached in the following case: AAA-51-300-00830-03 (IUEC v. Schindler) and that such decision and/or settlement shall be applicable to all EMANY members signatory to the EMANY-IUEC Local 1 Agreement.

Very truly yours,

James Walker

Agreed for EMANY

\_\_\_\_\_  
James Walker

For the Union

\_\_\_\_\_  
Raymond Hernandez

July 1, 1996

Mr. John G. Green, President  
IUEC Local No. 1  
150-42 12th Avenue  
Whitestone, NY 11357

Dear Mr. Green:

During the negotiations for the agreement between IUEC Local No. 1 and Elevator Manufacturers' Association of New York, Inc. to be effective July 1, 1990 it was understood and agreed that the Employer reserves the right to review with the Union, technological changes to product designs which may necessitate additional plug connector applications during the term of this contract.

Very truly yours,

E. James Walker, Jr.  
Executive Director

July 1, 1996

It has been the intention of the parties to develop a highly skilled Service workforce that can perform a broad range of tasks. The Employers agreed to pay a wage premium to gain greater flexibility in the assignment of Service Work. The parties understood that this would not be immediately accomplished but agreed to expose service employees to a greater variety of such work by assigning them to a broader variety of assignments. Such assignments might have included work that had been performed previously by Service teams.

Inasmuch as several years have passed since the parties agreed to this change and, inasmuch as Employees have enjoyed this additional wage premium during this period while the Employers have enjoyed limited use of the privileges of assignment of Service Employees; the parties agree that on the effective date of this collective bargaining agreement all prior agreements limiting the assignment of Service Employees are terminated.

Employees assigned to work in Service as defined in Section VI of this agreement can be assigned by the Employer to any work performed under that section of the agreement provided however, that no Maintenance Employee shall be assigned to perform work that is performed by a team of employees as defined in Sec. VI B. 1. if an Employee assigned to such team work has been laid off during the 30 calendar days prior to such assignment. Conversely, no Employee assigned to team work shall be assigned to perform Maintenance Work if a Maintenance Employee has been laid off in the thirty (30) calendar day period prior to such assignment.

As in the past, both parties agree that such assignments shall not be punitive in nature.

FOR IUEC LOCAL NO. 1:

FOR EMANY:

July 1, 1996

Mr. John G. Green  
IUEC Local No. 1  
150-42 12th Avenue  
Whitestone, NY 11357

Dear Mr. Green:

The purpose of this letter is to confirm the understanding reached during negotiations with respect to Shop Stewards.

When a jobsite that has had a Shop Steward has less than seven (7) employees, the Union may request that the Employer transfer that employee that has served as Shop Steward to another jobsite that has more than seven (7) employees. The Employer shall give due consideration to the Union's request, however it shall not be obligated to transfer such employee.

Very truly yours,

E. James Walker, Jr.  
Executive Director



July 1, 1996

John G. Green, President  
IUEC Local No. 1  
150-42 12th Avenue  
Whitestone, NY 11357

Dear Mr. Green:

This letter will confirm the understanding and agreement with respect to future modifications to APPENDIX C, which is a part of the 1996-1999 collective bargaining agreement.

It is agreed that should Article IV of the Standard Agreement between National Elevator Industry Inc. (NEII) and the International Union of adopt as a part of this Elevator Constructors (IUEC) be modified in future negotiations between NEII and the IUEC, Local 1, International Union of Elevator Constructors (Local 1) and Elevator Manufacturers' Association of New York, Inc. (EMANY) shall make such modifications a part of the EMANY/Local 1 agreement, upon notification by one party to the other specifying such modifications the party so notifying the other chooses to agreement.

Please indicate your agreement with the foregoing by signing above the word "AGREED" below.

Very truly yours,

E. James Walker, Jr.  
Executive Director

---

AGREED

John G. Green, President



July 1, 1996

John G. Green, President  
Local 1, IUEC  
150-42 12th Avenue  
Whitestone, NY 11357

Dear Mr. Green:

It is understood and agreed that under normal circumstances "future hatches" will be considered New Construction work. However, whenever an Employer signatory to this Agreement is bidding for such work when such work is a part of a Modernization project or whenever, because of competition from other than Local 1 employers, it is necessary to lower the bid that would otherwise be made, the Employer may bid for and perform such work under the wages and working conditions set forth for New Construction and Modernization Work in Existing Buildings.

Please indicate your agreement with the foregoing by signing above the word AGREED below.

Sincerely,

E. James Walker, Jr.

---

AGREED  
John G. Green, President

July 1, 1996

John G. Green, President  
Local 1, IUEC  
150-42 12th Avenue  
Whitestone, NY 11357

Dear Mr. Green:

This Letter of Agreement between Elevator Manufacturers' Association of New York, Inc. (EMANY) and Local 1, International Union of Elevator Constructors (Local 1) shall set forth the agreement and understanding of the parties regarding exceptions to the terms of the Agreement. This Letter of Agreement shall be a part of the Agreement between EMANY and Local 1 as if it were included therein.

The parties to this Letter of Agreement are committed to the concept that the ability of employers and their employees to meet the demands of the market place and to obtain and retain elevator work at a reasonable profit is the most effective way to ensure job security for elevator constructor mechanics and apprentices represented by the union.

The parties to this Letter of Agreement agree that, except where otherwise explicitly stated, the terms of this Letter of Agreement shall be applicable to any and all of the service and modernization work that the employer is performing on the effective date of this Letter of Agreement and any service and modernization work that the employer may obtain thereafter.

For the purpose of measuring the effectiveness of this Letter of Agreement as it applies to elevator work being performed by Local 1 employees, employers shall be required to notify EMANY when obtaining or retaining work under the terms of this Letter of Agreement. Such notification shall include the name of the job, the anticipated starting date, the owner or his agent, the terms the employer intends to utilize on the job, the number of employees by classification or prospective employees affected and the probable time the job is expected to last. EMANY shall notify Local 1 of the employer's intention and shall retain a record of all such employer notifications. The parties agree to meet quarterly to review the effectiveness of this Letter of Agreement as it applies to elevator work being performed by Local 1 employees. To assist the parties in their understanding as to the effectiveness of this Letter of Agreement as it applies to elevator work being performed by Local 1 employees, the employer agrees that it will make contract or bidding documents available for review by Local 1 upon request. All such contracts and bidding documents shall be treated in a confidential manner, and no copies shall be made of such documents.

The parties understand and agree that confidentiality concerning the terms of this Letter of Agreement is important to both the Employer and Local 1. No party to this Agreement may disclose its terms to any other party not immediately affected.

This Letter of Agreement shall expire concurrently with the collective bargaining agreement on June 30, 1999 unless the parties expressly agree to extend the terms of the Letter of Agreement beyond that date. However, work obtained pursuant to the terms of the Letter of Agreement shall be permitted to continue under such terms until the contract for the work terminates or the work contracted for is completed.

The parties understand and agree that the purpose of this Letter of Agreement is to improve the Employer's competitive position in the marketplace by specific work rule changes on specific jobs and by a general reduction in the cost of doing business.

Therefore, notwithstanding any provision of the collective bargaining agreement to the contrary, when performing service or modernization work (or any combination thereof), the employer may utilize any or all of the work rules listed below on any of its existing work or any work it may contract or renew contracts for in the future:

Employers may schedule Shift Work on Modernization work including shift work where no "day shift" is being worked. The "day shift" is the regular work day, 8:00 AM to 4:30 PM. Employees working a second shift after the day shift shall work, from 4:30 PM to 1:00 AM which includes an additional unpaid one-half hour meal period, shall be paid 115% of the straight time hourly rate. In the event a third shift is necessary, the Employer and the union agree that an appropriate rate shall be agreed upon prior to the commencement of any work on such a third shift. If there is no other agreement, Employees who work the third shift shall be paid time and one-half for work performed during the third shift. Each shift shall be eight (8) consecutive hours with an additional unpaid meal period. Employees who work in excess of eight (8) hours shall be entitled to overtime at one and one-half times the straight time rate of pay, including shift premium if the Employee is receiving it for the remaining work performed that day;

Employees assigned to modernization work in any area beyond the primary shall be entitled to zone expense and/or per diem expense on the first day of his assignment and on the last day of his assignment to the jobsite where the modernization work is being performed;

The Employer shall have the right to utilize the skills of its workforce in the most efficient manner and without regard to departmental or other limitations. The employer agrees that Employees will not be transferred or assigned work for the sole purpose of layoff, nor will Employees be transferred or assigned for punitive reasons.

An Employer may assign no more than five (5) of its Service Employees in each office to a Tuesday to Saturday work week. When working on Saturday, such Employees shall be paid 115% of the regular hourly wage rate. When performing work on Saturday, such Employees shall be permitted to perform scheduled Service Work, callbacks in the facility where such Employees are working, and any work relating to entrapments at any location.

Notwithstanding any provision of the collective bargaining agreement or this letter to the contrary, when performing service or modernization work (or any combination thereof), the employer may utilize any or all of the work rules listed below on any work it may contract or renew contracts for in the future:

Where required to retain or obtain customers, the Employer may agree to provide customers with flexible maintenance, repair, and modernization scheduling. That is, if the customer desires that maintenance and/or repair and/or modernization be accomplished at other than "normal" working hours, the Employer may agree to provide these services at competitive rates, in whatever method meets the customer's needs. The Employer will not use its discretion under this provision in any punitive fashion and agrees that all employees assigned to non-traditional work schedules shall be scheduled for at least a full work-week (40 hours) or more.

The Employer may pay wages and/or fringes less than those outlined in the contract to attract or retain new or existing business. The Employer will utilize its best efforts to schedule Employees affected by this provision for overtime.

Should an Employer encounter the need for conditions other than those listed herein to obtain or retain work, the Employer may confer with EMANY or a representative of Local 1 concerning these requirements. No Employer shall be entitled to utilize any conditions other than those listed in this Agreement unless the union and the Employer or EMANY agree, in writing, that such conditions can be utilized. A copy of any agreement between the union and an employer containing terms other than those listed herein shall be delivered to EMANY for retention.

EMANY and Local 1 agree that should Local 3, IBEW Employers negotiate terms that affect the competitiveness of EMANY Employers, the parties will meet and review this Letter of Agreement to consider other changes that may be appropriate.

For EMANY

For Local 1

\_\_\_\_\_  
E. James Walker, Jr.,  
Executive Director

\_\_\_\_\_  
John G. Green,  
President

March 15, 2000

John G. Green, President  
Local 1, IUEC  
150-42 12th Avenue  
Whitestone, NY 11357

Dear Mr. Green:

During the negotiations for the collective bargaining agreement effective March 15, 2000, the parties agreed to adopt a Pilot Project to examine the effectiveness and acceptability of a four day, nine hour per day work week in Construction.

The trial period shall commence May 1, 2000 and continue until the expiration of this collective bargaining agreement. Each job shall be identified by the employer. Teams performing the work shall be interviewed by persons designated by the parties following completion of the work; management personnel having oversight responsibility for such jobs shall be interviewed quarterly.

Either party shall have the right to terminate this Pilot Project by giving the other party thirty (30) days written notice.

Should the parties desire to continue this arrangement following the period allotted for this Pilot Project, the parties shall confirm such agreement in writing.

Please indicate your agreement with the foregoing by signing above the word "AGREED" below.

Sincerely,

E. James Walker, Jr.  
Executive Director

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AGREED

John G. Green, President

March 15, 2000

John G. Green, President  
Local 1, IUEC  
150-42 12th Avenue  
Whitestone, NY 11357

Dear Mr. Green:

During the negotiations for the collective bargaining agreement effective March 15, 2000, the parties agreed to adopt a Pilot Project to examine the effectiveness and acceptability of a four (4) day work week in New Construction and Modernization in existing Buildings where the workday shall be ten (10) straight time hours per day with an additional unpaid period of one-half hour for lunch.

The regular work week on any job where this four (4) day work week is utilized shall be either Monday to Thursday or Tuesday to Friday. The regularly scheduled hours of work for employees working such a four (4) day work week shall be from 7:00 AM to 5:30 PM. Eligibility for overtime pay begins after completion of the regular ten (10) hour workday or when such employees are scheduled to work on days not considered regular work days as defined herein.

Employees who are working this four day work week schedule when a paid holiday occurs shall be entitled to holiday pay as follows:

If the holiday is observed on a regularly scheduled workday, the employee shall be entitled to ten (10) hours pay for the holiday if the employee otherwise meets the requirements for holiday pay as specified in Section II (G) of this agreement;

If the holiday is observed on a day other than a regularly scheduled workday, the employee shall be entitled to eight (8) hours pay for the holiday if the employee otherwise meets the requirements for holiday pay as specified in Section II (G) of this agreement.

When assigning employees to work under the terms of this Letter agreement, the employer shall first seek to assign such work to employees who voluntarily agree to accept such work assignments.

The trial period shall commence May 1, 2000 and continue until the expiration of this collective bargaining agreement. Each job shall be identified by the employer. Teams performing the work shall be interviewed by persons designated by the parties following completion of the work; management personnel having oversight responsibility for such jobs shall be interviewed quarterly.

Either party shall have the right to terminate this Pilot Project by giving the other party thirty (30) days written notice.

Should the parties desire to continue this arrangement following the period allotted for this Pilot Project, the parties shall confirm such agreement in writing.

Please indicate your agreement with the foregoing by signing above the word "AGREED" below.

Sincerely,

E. James Walker, Jr.

Executive Director

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AGREED  
John G. Green, President

March 15, 2000

John G. Green, President  
Local 1, IUEC  
150-42 12th Avenue  
Whitestone, NY 11357

Dear Mr. Green:

During the negotiations for the collective bargaining agreement effective March 15, 2000, the Association agreed that the award of Arbitrator Robert Light dated August 17, 1999 shall have no application or effect on any employer other than the employer named in the dispute

Sincerely,

E. James Walker, Jr.  
Executive Director



January 3, 2001  
John G. Green, President  
Local 1, IUEC  
150-42 12th Avenue  
Whitestone, NY 11357

Dear Mr. Green:

During the negotiations for the collective bargaining agreement effective March 15, 2000, the Association and Local 1 agreed to establish a Jury Duty Pay Fund (JDP). The JDP is to be funded by a two (\$.02) cent per hour contribution for alternative years. The contribution is to be a one (\$.01) cent per hour contribution from the employer and a one (\$.01) cent per hour wage reduction from each employee to be continued until the corpus of the JDP reaches \$50,000.

The Jury Duty Pay Fund is established for the purpose of reimbursing employees of employers who are party to this collective bargaining agreement, wages lost while serving as jurors. The Association and Local 1 agree that employees who demonstrate that they were unable to perform their work assignments because of an obligation to serve on jury duty shall be entitled to not more than five (5) days' wages.

Employees who, while waiting to be called for jury duty, are required to phone in each day or to be available by phone if called, shall be deemed available for work and expected to report for work and shall not be entitled to JDP compensation. Employees who are required to report to and remain in a specific location while serving as a juror or while waiting to be called for jury service from a pool of potential jurors are eligible to receive reimbursement for lost wages (not to exceed five days).

To be eligible for reimbursement of lost wages, employees must provide their employer with proof of jury duty service. Upon receipt of proof of jury duty service, an employer shall compensate the employee for lost wages not to exceed five (5) days.

Employers who contribute to the Jury Duty Pay Fund are eligible to receive reimbursement from the New York Elevator Industry Fund for wages paid to employees for Jury Duty Pay by submitting a claim to:

Elevator Manufacturers' Association of New York, Inc.  
Attn: Jury Duty Pay  
P.O. Box 119  
Teaneck, NJ 07666

A claim for reimbursement of payment(s) of Jury Duty Pay must include: a copy of the employee's proof of jury duty service; employee's name and Social Security number; amount and date(s) of payment to the employee and proof that payment was made. Claims for reimbursement must be made within one (1) year of the date of payment to the employee.

Sincerely,

E. James Walker, Jr.  
Executive Director

## **Appendix “F” Substance Abuse Policy**

Par. 1. In order to eliminate substance abuse in the workplace; to assist Employees with substance abuse related illnesses, to have a safe workplace and efficient work-force. Such Substance Abuse Program shall be subject to the conditions set forth in this Article.

Par. 2. The Company may schedule regular drug testing for employees at no less than 6 month intervals. There shall be no random testing for drugs or alcohol for any reason other than stated in Paragraph 6. An employee who refuses to submit to random testing of any kind, for reasons other than stated in Paragraph 6, shall not be disciplined, nor shall that employee be refused access to the jobsite.

Par. 3. Testing may be performed on new hires as a condition of employment prior to placing them on the payroll. The Employer shall have the right to require a drug test for any referral for employment if such referral has not worked for that employer within the past twelve (12) months.

Par. 4. An employee may be tested when probable cause exists to believe that the employee is impaired on the job. Probable cause will be deemed to exist under the following circumstances:

(a) The employee’s conduct or actions indicating alleged impairment shall be observed by one or more supervisor(s) on the jobsite and observed by the MIC on the jobsite or a Business Agent when available within a reasonable period of time (not to exceed sixty minutes). The supervisor(s) shall record their observations in writing stating the date, time, length of observation, jobsite and actions of the employee which they believe constitute drug or alcohol impairment. In the event there is a disagreement between the observers, the disagreement shall be recorded in writing, and the employee shall be required to submit to testing. Such statements shall be signed by the observers; and

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

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

Par. 5. An employee who is properly requested to undergo testing in accordance with the minimum procedures set forth in item 4 above shall be tested within 24 hours. If the employee refuses, then the employee is subject to disciplinary action up to and including termination.

The Company must use a recognized and reputable concern for testing, with sufficient facilities and quality control features to ensure accuracy in test diagnosis and the capability to store samples. Chain of custody procedures must be observed at all times. The Company will comply with any state laws concerning drug testing.

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

Par. 6. An employee whose final test results are positive (and who has not tested positive previously) will be referred to the Company's Medical Review Officer, (see attachment). Employee Assistance Program or some other recognized and approved rehabilitation or counseling program. The cost of such programs may be offset by appropriate insurance coverage. If the employee enters such a program, his status as an employee will not be affected and he will be allowed access to the job under the conditions established by the program. An employee who refuses a proper request to enter and participate in such a program shall be barred from returning to work with the Company. Employees may be disciplined, up to and including discharge, for subsequent positive test results. Employees who test positive two (2) times, and have been discharged by the Employer, shall not return for the Company until he/she has successfully completed a substance abuse program. Said individual, upon returning to work, may be randomly tested for substance abuse for a period of one year at the employer's expense.

Par. 7. Testing may be for drug or alcohol impairment only and not for any other medical conditions. Neither the Company nor any medical or testing personnel, shall disclose any information regarding the fact of testing or the results of testing to any other employer or customer. All test results and related information will be given the same confidentiality as any other medical information as required by law.

Par. 8 Any employee(s) who possesses, sells, transports or distributes illegal drugs or unauthorized alcohol at a work site, on the company premises, or on company time is subject to immediate discharge.

Par. 9. The Company will continue its practice of applying good faith efforts to apply its own policy. Should these efforts be unsuccessful and a customer insists on implementation of their own policy, the Company may institute such policies to the extent necessary to obtain the work.

Good faith efforts by the Company to avoid using the customer's policy will include:

1. Advising the customer that the Company has agreed with IUEC Local 1 to a comprehensive company wide policy that addresses the maintenance of a safe and healthy work environment for its employees, and that it does not wish to apply any additional or different regulations.
2. If written confirmation of the company's position fails to change the customer's position, the Company will attempt to obtain customer approval to as much of its policy as possible. In addition, the Company agrees to notify the union in writing when it is unable to obtain the customer's agreement.
3. If the customer insists on the complete substitution of its policy for the Company's policy, the Company shall then seek volunteers to man said jobs.
4. The Company will not discipline, discharge or lay off employees solely due to their refusal to volunteer. However, such employees may be laid off if there is not sufficient other work to which they may be assigned.
5. IUEC Local 1 recognizes the importance of securing adequate volunteers and will cooperate in assisting in efforts to secure them.

This statement of principles shall apply to all employees represented by the International Union of Elevator Constructors Local No. 1.

## **RIGHTS OF EMPLOYEES**

- a) Before requesting an employee to undergo drug or alcohol testing, the employer shall provide the employee with a form on which to acknowledge that the employee has seen the drug and alcohol testing policy.
- b) If an employee tests positive for drug or alcohol use, the employee must be given written notice of the right to explain the positive test and indicate any over-the-counter or prescription medication that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test.
- c) Within three (3) working days after notice of a positive initial test result the employee may submit information to the employer, in addition to any information already submitted under paragraph (b), to explain that result.
- d) An employee who tests positive will have ten (10) working days following the date which the employee is notified of the test result to advise the company, in writing, of the employee's desire to request a retest of the original sample at the employee's own expense.
- e) Unless a positive test result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- f) The employer will bear the costs of all testing except for retests requested by employees after an initial positive test result.

Refusal to test or provide an adequate sample when required by this policy shall constitute insubordination and is a violation of this agreement.

Any specimen altered by the employee will be considered a positive test result and therefore a violation of this policy. Any specimen altered by the employer will be considered a negative test result.

## **MEDICAL REVIEW OFFICER**

The Company will appoint a Medical Review Officer (MRO) to administer this Policy. The responsibilities of the MRO shall be to:

- a) Select and utilize services of a testing laboratory that meets one of the criteria for drug testing established by [Bargainers in local areas will have to decide whether to use U.S. Department of Health and Human Services standards or other state or local law standards for all elements of the program including approved MROs for testing of specimens collected under this Policy.]
- b) Provide specimen test kits and collection locations that follow chain of custody collection techniques mandated by [adopted standard].
- c) Maintain appropriate systems, records, and administrative procedures to provide participating employers with accurate and timely information as to the drug and alcohol free status of employees.
- d) Ensure that the testing facility conducts both an initial drug screen and a confirmation test on specimens before reporting positive results.
- e) Notify the tested individual of a positive result and provide the individual with an opportunity to explain the reasons why their test might be positive.
- f) Review and verify a confirmed positive test result and process the donor's request for a confirmatory retest of the original sample.
- g) Review a participating employee's medical record if so requested by the employee.
- h) Notify the employer's contact person of all test results, both positive and negative, if required.
- i) Refer individuals testing positive to the appropriate medical evaluation and participate in return to duty decisions as set forth in this Policy.
- j) Ensure the drug and alcohol policy and program complies with [Federal, State, and local law].





