STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

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P.O. Box 420603
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SCOPE OF WORK PROVISIONS

FOR

ELEVATOR CONSTRUCTOR

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, INYO, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONO, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

&

PORTIONS OF KERN, SAN BERNARDINO AND SAN LUIS OBISPO NORTH OF THE TEHACHAPI LINE

62-X-1

ThyssenKrupp, KONE, Schindler, Otis, Fujitec, the Elevator Contractors of America-Multi-employer Bargain Group and Mitsubishi Elevator/Escalator Division have signed individual agreements with the IUEC. Although the companies are identified individually in their agreements, the agreements are identical in content to the Master Agreement.

MASTER COMPANY AGREEMENT
WITH
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

July 9, 2002 to July 8, 2007

Whenever any words are used in this Agreement in the masculine gender they shall be construed as though they are also used in the feminine gender or neuter gender in all situations where they would so apply.

INDEX

ARTICLE

I Parties to the Agreement

II Recognition Clause

III Membership Requirements

IV Work Jurisdiction

IV(A) Systems, Modular and Industrial Structure

V Wages

VI Holidays

VII Construction Work

VIII Repair Work

VIII (A) Modernization Work

IX Contract Service

X Designation of Helpers Work and Qualifications

XI System of Payment

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Department of Industrial Relations
JUN 20 2002
Div. of Labor Statistics & Research
Chief's Office

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, Elevator Constructor Helpers and Elevator Constructor Apprentices in the employ of the Company.

Par. 2.

(a) The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a fork lift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Paragraph 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, 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.

4-13

All other work on escalators, moving stairways and link belt carriers shall be performed in the field by Elevator Constructor Mechanics, Helpers and Apprentices either before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory.

The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators shall be performed by Elevator Constructor Mechanics, Helpers and Apprentices.

(d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.

(e) The erecting of all guide rails.

(f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.

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

(h) The setting of all templates.

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

(j) The assembly of all cabs complete.

(k) The installation of all indicators.

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

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

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

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

(p) The drilling of angle supports for mounting of closing devices except one template hole.

(q) The drilling of sills for sill trips.

(r) The operating of temporary cars.

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

(t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.

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

(v) Landing door entrances.

Par. 3.

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

(1) Temporary elevators

A temporary elevator is defined as a nonpermanent elevator installed prior to or during construction work inside or outside buildings. The assembly, disassembly and moving of temporary elevators from job to job or area to area may be accomplished in the most economical fashion provided, however, whatever work is required to be performed at the job site in connection therewith shall be performed exclusively by Elevator Constructor Mechanics, Helpers 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, multifamily structure, (excluding condominiums) but not to exceed three (3) stories in height (i.e. 36 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 the solid state components of the elevator systems (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 of devices will be done by the Elevator Constructor whether accomplished by external wiring or preassembled plug connectors as provided in this Paragraph.

(8) 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.

Incline stairway chair lifts and incline and vertical wheelchair lifts shall mean lifts described under the scope of A.S.M.E. A17.1.

Limited Use/Limited Access Elevators, incline stairway chair lifts, inclined and vertical wheelchair lifts, and residence elevators may be installed in the most economical fashion, provided there is no factor of safety involved. Whatever work is required to be performed at the job site in connection therewith shall be performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices.

(9) 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 relating devices (adjusting and aligning to be done in the field).

(10) Car-top inspection station which may only include pre-wired service light, gate switch, alarm device 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, Trav-o-lators, speed ramps or similar type of moving walks, (limited to 15° incline per ANSI Code), shall include the following:

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

(2) Truss sections with tracks installed and aligned.

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

(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, , installation of pallets (platforms and belting), handrails, handrail idler sheaves, centering guides, combplates, balustrades and trim

Par. 4.

(a) It is agreed that when sinking, drilling, boring or digging cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, the Company shall employ Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices.

(b) On any job where the Company subcontracts the sinking, drilling, boring or digging of cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, one Elevator Constructor Mechanic shall be employed by the Company to supervise and assist in any and/or all work related to sinking, drilling, boring or digging of the cylinder well including the installation of the casing whether its sections be welded, screwed or riveted or by any other method joined.

(c) It is agreed that the work performed by the subcontractor shall be strictly limited to work in connection with the digging of the hole and the installation of the casing. It is understood that the Company will have the preceding sentence inserted in his contract with the subcontractor.

(d) The Company shall have the Elevator Constructor Mechanic on the job at the time the subcontractor arrives on the job for the drilling of the hole and during the entire time the subcontractor performs any work in connection with the drilling of the hole including the setting up and/or assembly and disassembly of the rig.

(e) If the Company violates the requirement defined in Par. (d) it shall be assessed and pay as liquidated damages a sum equal to double the total compensation of the Elevator Constructor Mechanic in the area for the number of hours an Elevator Constructor Mechanic should have been on the job and was not on the job in the sinking, drilling, boring or digging the cylinder well. This liquidated damage shall be paid by the Company to the said jointly administered trust fund.

In the case of a second offense, the liquidated damages shall be computed on the same basis as the first offense, except that the amount shall be tripled instead of doubled; for the third and subsequent offenses during the term of this Agreement, the liquidated damages shall be $500 more than the second offense.

The Company's Regions shall constitute separate areas for the counting of repeated violations by the Company and only violations in the same district shall be counted for the purpose of imposing graduated penalties.

(f) Should a work stoppage or strike occur because of a dispute over the application or interpretation of this paragraph none of the foregoing penalties will be imposed.

Par. 5

(a) Where heavy material is to be hoisted or lowered outside of the structure, a derrick, crane or material hoist can be used under the supervision of Elevator Constructors in the employ of the Company. Heavy material under subparagraph (a) is confined to machines, controllers, generators, trusses, or sections of trusses, plungers and cylinders. (Where multiple sections of cylinders and plungers are used, they shall be connected in the field by Elevator Constructors. Exception: the Company's multiple sections of cylinders may be connected either in the field or factory up to thirty-eight (38) feet in length; where multiple sections of plungers are used, they shall be connected in the field by Elevator Constructors.) In addition to the foregoing, the Company shall have the right to utilize derricks, cranes or a material hoist to hoist or lower tools of the trade, gang boxes, welders, air and gas tanks, cutting torches, material handling equipment and safety equipment.

(b) Where conditions are such that the following heavy material can be hoisted up the hoistway, it shall be hoisted by the Elevator Constructors. Where conditions are such that the following heavy material cannot be hoisted up the hoistway, it can be hoisted with a crane or material hoist under the supervision of Elevator Constructors. Heavy material under subparagraph (b) is confined to beams, sheaves, bundles of rails and preassembled landing door entrances.

(c) The above heavy material in subparagraphs (a) and (b) shall be hoisted separately with the exception of plungers and cylinders, rails, beams, preassembled landing door entrances and where conditions warrant machines with beams, which may be hoisted together.

(d) All other material is to be hoisted or lowered by Elevator Constructors without the use of derrick or crane.

Par. 6. The wrecking or dismantling of elevator plants shall be performed by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices. It is understood and agreed that the Union reserves the right to refuse to install any new elevators in any plant where the wrecking or dismantling of the old elevator plant has been done by other than Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices. Before the local union shall refuse to install a new elevator, such action must be first approved by the International. Elevator plants as referred to in this paragraph are understood to include elevators, escalators, moving stairways, dumbwaiters, moving walks and all other equipment coming under the jurisdiction of the Elevator Constructor.

Par. 7. Where Elevator Constructor Mechanics are not available to lay car floor covering, it is agreed that the Company may employ others to do this work.

Par. 8. Inserts and/or bond blocks are to be set by Elevator Constructor Mechanics in the primary jurisdictions of local unions at the option of the Company. Inserts may be set by others outside of the primary jurisdictions of local unions where a full day's work cannot be provided.

Par. 9. No restrictions shall be imposed as to methods, tools, or equipment used.

Par. 10. It is agreed that the work specified in Article IV has always been performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices in the employ of the Company at the site of the installation. It is agreed that effective July 9, 1977, the work specified in Article IV that is performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices may be performed at the site of the installation or at another assembly point provided that (1) the assembly point is not in or adjacent to the Company's manufacturing facility, (2) the assembly point is within the primary or secondary jurisdiction of the local union in whose jurisdiction the site of installation is located, and (3) the work is performed by Elevator Constructor Mechanics, Helpers and Apprentices of the local union in whose jurisdiction the site of installation is located. If the site of installation is located outside the jurisdiction of a local union (in open territory), it is agreed that (1) the assembly point must be within twenty - five (25) miles of the site of installation, (2) the assembly point is not in or adjacent to the Company's manufacturing facility, and (3) the work is performed by Elevator Constructor Mechanics, Helpers and Apprentices from the local union who ordinarily perform work for the Company in the vicinity of the site of the installation. The unloading and handling of all equipment coming under the jurisdiction of the Elevator Constructor at an assembly point shall be performed in accordance with Par. 2(a) of this Article.

Par. 11.

(a) All differences and disputes concerning Article IV or Article IV(A) shall be settled in accordance with the grievance procedures in Article XV.

(b) While any question or dispute pertaining to Article IV or Article IV(A) is being processed the Company, where possible, shall assign the employees work other than the work in dispute. Where the work has progressed to a point where it is not possible to perform work other than the work in dispute, then the employee shall perform the disputed work pending final resolution as provided herein.

ARTICLE IV(A)

Systems, Modular and Industrial Structures

Par. 1. Systems Building. Systems, modular, industrialized or similar structures are those whose superstructures and components are pre - assembled in sections, rooms, or floors, in whole or in part, in areas adjacent to or remote from the permanent site of the structure. The erection and assembly of elevator components in building modules is to be done by Elevator Constructor Mechanics, Helpers and Apprentices whether the assembly site is adjacent to the job or remote from the job. Where the Company has a choice or selection of the assembly site, such sites are to be mutually agreed upon by the General President of the International Union of Elevator Constructors and the Company. It is understood that if members of one local perform part of such work at an assembly site remote from the permanent job site, members of the local covering the permanent job site will perform the remainder of the work. The elevator work remaining to be done after modules have been put into permanent place, shall be performed by Elevator Constructor Mechanics, Helpers and Apprentices so that the jurisdiction of the Elevator Constructor as related to any other Building Trade, shall remain intact as outlined in the latest "Green Book" or "Plan for Settling Jurisdictional Disputes, Nationally & Locally" or its successor as approved by the Building & Construction Trades Dept., AFL-CIO.

Par. 2. The work to be done by Elevator Constructors is as follows:

(a) The installation and assembly of all machine room equipment whether overhead or below on prefabricated machine room floors.

(b) Assemble car frames and cabs complete with door operating equipment, control, signal and operating devices.

(c) Connect electric 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.

(d) Shackle hoist, compensating and governor cables and pre - connect to car or counterweight hitches.

(e) The setting of templates.

(f) The installation of all grating and counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine rooms, overhead or below.

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

(h) The installation and aligning of guide rails in hoistway modules.

(i) Erect and assemble doors, hangers, tracks, door locks or locking devices for opening or closing and all related equipment.

(j) Install corridor side operating and signal devices.

(k) Install hoistway wiring.

(1) Install all elevator equipment and devices in hoistway and hoistway modules including governor rope tension sheaves, control equipment, buffers and supports.

(m) The operating of temporary elevators.

(n) The installation and aligning of all pistons and cylinders on hydraulic elevators.

(o) Landing door entrances.

Unloading, handling, hoisting and lowering of material covered in (a) through (o) will be performed under the supervision of Elevator Constructors.

Par. 3. Nothing in this Article is intended to change the practices either party has previously enjoyed in erection of elevators in conventional type buildings as related to Article IV.

ARTICLE VII

Construction Work

Par. 1. Construction work is hereby defined as erecting and assembling of apparatus as enumerated in Article IV and Article IV (A) of this Agreement, except general repairs and modernization as defined in Article VIII and VIII (A). It is hereby agreed that all Construction Work as above defined shall be performed exclusively by Mechanics, Helpers and Apprentices.

Par. 2. It is agreed that the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M., and 5 P.M., five (5) days per week, Monday to Friday, inclusive. Hours of work at each job site shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual Agreement as provided in Article XXVI.) if the general contractor shuts down operations on a day not recognized as a holiday under this Agreement, the Company shall make every effort to place the affected employees on other work for that day.

Par. 2A. Upon written notification to the Local Business Representative, the Company may establish hours worked on a job site for a four (4) ten (10) hour day workweek at straight time pay for construction work. It is agreed that the regular working day shall consist of ten (10) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday and Sunday and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid double the rate of single time.

When working in a per diem area and work continues on the same job site the following week, the employee shall receive per diem for Friday, Saturday and Sunday.

It is agreed that when a Holiday falls on Sunday to Thursday, it shall be observed on the day of the Holiday or per Article VI, Par.6 and, providing the employee complies with Article VI, Par.3, he/she will be paid ten (10) hours for that Holiday. If the Holiday falls on Friday or Saturday, the employee will be paid eight (8) hours for that Holiday.

Par. 3. Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

Par. 4. When any four (4) of the seven (7) Atlantic City Formula Trades obtain a six (6) hour day, the Union shall work a six (6) hour day, the working day to be between the hours of 6 A.M. and 5 P.M. When sufficient Mechanics, Helpers and Apprentices are not available, an eight (8) hour day shall be worked. Whenever a local union obtains a six (6)

17-30

ARTICLE VIII

Repair Work

Par. 1. Repair Work is hereby defined as general repairs on apparatus enumerated in Article IV and Article IV(A) of this Agreement. Repair work shall be exclusively performed by Mechanics, Helpers and Apprentices.

Par. 2. General repairs are hereby defined as follows:

Team repairs:

Renewal of all ropes.
Renewal of brake linings (except small machines).
Shortening of all hoisting and counterweight cables.
Replacement of any traveling cable exceeding 50 feet in length.
Safety test where test weights are required.
Replacement of crosshead, counterweight or deflector sheave bearings.
Rescoring of sheaves or drums.
Replacement of worm and gears.
Rebabbitting of bearings.
Hydraulic repair work except cleaning, oiling, greasing, belts, small valves, adjusting and one man pressure relief valve test performed in accordance with Appendix A, item 22.
Adjusting or readjusting using test weights.
Realigning guide rails.
Replacing crossheads, stiles, safeties or equalizers.
Hoistway door closers with hydraulic or pneumatic checks.
All escalator and moving walk repair work must be done by a team. (Exception Article IX, Contract Service Work, callbacks and examination may be done by one person if there is no factor of safety).

Exception to above: Residence elevator as described in A.S.M.E. A17.1 code which shall be one person.

One man repairs:

Installing sound isolation.
Replacement of door hangers (except for freight bi-parting doors).
All door closer work (except for freight bi - parting doors).
Rewiring car switches, governors and selectors or any other apparatus in the car.
Refastening guide rails.
Replacing or repairing car floor covering.
Rewiring or reinstalling limit switches.
Replacing automatic rail or track oilers.

One or Two Man Repairs:

Armature repairs.
Renewing of car shoes or roller guides.
Repairs to cab or car gate.
Renewal of motor bearings.
Replacing thrust bearings.
Rewiring controllers.

Installation and/or replacement of the following (except when the completion of such work requires more than eight (8) hours, excluding travel time, it shall be performed by a team):

Proximity devices(door protection only).
Emergency lighting(battery chargers and lights).
Braille Plates.
Telephones/Communication Devices(with existing wiring and box in place.
Fixture Cover Plates(no wiring).
Key switches/Security devices(with existing wiring, excluding full Fireman's Service Operation).
Controller Wiring Changes (minor changes).
Fixture Replacement (in existing locations only).
Replacement of relays, timers, or mechanical devices with solid state devices and circuitry.
The replacement of equipment on existing elevator installations.

Other repair work assignments not listed above may be one man assignments providing there is no factor of safety involved.

Par. 3. When escalators are prepared and/or disassembled for cleaning, oiling, greasing, adjusting and minor replacement, (minor replacement meaning work requiring one (1) hour or less), the work shall not be classed as repair work.

When escalators are prepared and/or disassembled for cleaning, etc., purposes as mentioned above, and any replacement and/or repairs requiring more than one (1) hour, only the replacement and/or repairs shall be classed as repair work.

When escalators are prepared and/or disassembled primarily for replacement and/or repairs, all work shall be classed as repair work.

Par. 4. When men who are employed on contract service work perform any of the repair work listed above during hours other than between 6 A.M. and 6 P.M., Monday to Friday, inclusive, it shall be paid for at double the rate of single time.(Exception: employees performing one man repair while on call - backs shall be paid at 1.7 times the single time rate).

ARTICLE VIII(A)

Modernization Work

Par. 1. Modernization work is hereby defined as any and all work performed on apparatus enumerated in Article IV and Article IV(A) in any existing or occupied building, to bring equipment up to date, including general repairs which are a part of a modernization job. However, a job which the machine is changed out or rails are removed, or new rails are installed shall be construction work. An escalator modernization shall be defined as the replacement of any or all components except the truss including general repairs which may be a part of a modernization job. Any other general repairs and contract service work shall be excluded from this Article. Modernization work shall be exclusively performed by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices.

Par. 2. It is agreed the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. All other working time shall be classed as overtime and paid for at double the rate of single time.

Par. 3. Upon notification to the Local Business Representative or to the Regional Director, if the modernization job is outside the jurisdiction of a local union, the Company may establish shift work. Shift work shall not be permitted except in cases where at least two (2) shifts per day are established for at least five (5) or more consecutive days including Saturday, Sunday, or Holiday when worked. One of the shifts must be the "Day Shift" as defined in Par. 4 below. When special circumstances exist, such as production or operation needs of the customer, a second and third shift will be worked without any day shift when the Company and the Local Business Representative or Regional Director, if the modernization job is outside the jurisdiction of the local union, have mutually agreed that one of the two (2) shifts does not have to be the "Day Shift."

Par. 4. It is agreed that the "Day Shift" shall consist of eight (8) hours between 8 A.M. and 4:30 P.M., five(5) days per week, Monday through Friday, inclusive.

Par. 5. The shift following the "Day Shift" shall work 7 1/2 hours between the hours of 4:30 P.M. and 12:30 A.M. and shall receive eight (8) hours pay plus an additional 10% per hour. The shift preceding the "Day Shift" shall work seven (7) hours between the hours 12:30 A.M. and 8 A.M. and shall receive eight (8) hours pay plus an additional 15% per hour.

ARTICLE IX

Contract Service

Par. 1. Contract Service is hereby defined as any contract obtained by the Company for regular examination or care of apparatus enumerated in Article IV and Article IV(A) of this Agreement and general repairs as indicated in Article VIII, Par. 2 for a period of not less than one (1) month. Contract Service Work shall be exclusively performed by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices.

Par. 2. Two (2) helpers or apprentices to each three (3) mechanics may be employed in contract service work. The helper or apprentice when working with the mechanic shall perform all work assigned to him by the mechanic.

A 70% helper or a second year apprentice may work alone under the general supervision of the mechanic in his assigned district provided such helper or apprentice is met on the first job daily. The helper or apprentice shall notify the office and/or mechanic when changing jobs and at the completion of the work day.

When working alone the helper or second year apprentice shall perform only oiling, cleaning, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a helper or apprentice perform any other work or function normally performed by mechanics. The word "District" means the regular contract service route of the mechanic or mechanics to whom the helper or apprentice has been assigned that day.

Par. 2A. When the Company obtains a contract that requires a Mechanic and Helper or Apprentice to be on the job and/or in a building at all times during the regular weekly working hours, such Helper or Apprentice shall not be considered as part of the two (2) to three (3) agreement mentioned above, provided no Probationary Helpers or Probationary Apprentices are assigned to such regularly scheduled work.

Par. 2B. Where a Local Office has contract service work requiring more than two (2) Elevator Constructor Mechanics full time, the third Elevator Constructor employed in that office may be a Helper or Apprentice. A 70% helper or second year apprentice may work alone under the general supervision of the mechanic in his assigned district provided such helper or apprentice is met on the first job daily. The helper or apprentice shall notify the mechanic when changing jobs and at the completion of the work day. When working alone such helper or second year apprentice shall perform

only cleaning, oiling, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a helper or apprentice perform any other work or functions normally performed by mechanics. The word "District" means the regular contract service route of the mechanic or mechanics to whom the helper or apprentice has been assigned that day. The phrase "Local Office" as mentioned in this paragraph means Local Representatives, Resident Mechanics, etc. performing contract service work as defined in Par. 1 of this Article, in a city outside the primary of a local union. (Local Representatives, Resident Mechanics, etc., as referred to above, shall be permitted to do one man or as a member of a team, team repairs, in accordance with Article VIII, Par. 2), and, as a member of a team, ADA modernization and unloading of construction material. However, where a local office is located within a zoned or per diem area of a local union, the employee(s) assigned to such office shall be paid expenses in accordance with the Local Travel and Expense Agreement when performing work, as a member of a team, team repairs, ADA modernization and unloading of construction materials.

Inasmuch as Local Representatives, are on call for extended periods of time, they shall, upon request, receive a minimum of six (6) weekends per year when they are relieved of their on-call obligation. These weekends are in addition to their accrued vacation. The Local Representative must give fourteen (14) calendar days notice before each requested weekend off.

Par. 2C. Upon reasonable request of the International Office of the IUEC, the Company shall make available to the properly designated International Representative the information necessary to determine that all employees in a service office are being treated relative to wages, hours worked, straight time and overtime hours paid, Pension and Health Benefit Plan payments in accordance with the Master Company Agreement.

Par. 3. It is agreed the regular working day shall consist of eight (8) consecutive work hours, with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. Any Mechanic, Helper or Apprentice assigned regular hours beginning before 8 A.M. or ending after 5 P.M. shall be so assigned for a five (5) consecutive working day increment. It is agreed that for business reasons of the Company or personal reasons of the affected employee, the Company and the local union may modify these times.

It is agreed that in order for call - backs to be answered in downtown business areas or similar business areas, the Company may assign a Mechanic or Mechanics to remain at a mutually agreed building beyond regularly established working hours not to extend beyond 6:30 P.M. For all such work beyond his regularly established working hours the Mechanic or Mechanics shall be paid at the rate of time and one - half. Should such assigned Mechanic or Mechanics be authorized to continue work on a job when a call - back extends beyond 6:30 P.M., the man or men shall receive applicable travel time

ARTICLE X

Designation of Helper's and Apprentice's Work and Qualifications

Par. 1. It is agreed by the Union that there shall be no restrictions placed on the character of work which a Helper or Apprentice may perform under the direction of a Mechanic. A Helper or Apprentice certified to weld shall be paid mechanic's rate when performing welding, (excluding tack welding). However, Helpers and Apprentices on contract service work are subject to the provisions of Article IX.

Par. 2. The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams.

Further, the Company may use as many Helpers and Apprentices as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cables on existing elevator installations, the Company may use two Helpers or Apprentices to one Mechanic.

Par. 3. A newly - hired employee without previous mechanical experience shall be classified as an Apprentice nd shall work as a probationary employee in the status of an Apprentice for a period or periods totaling six (6) months within the aggregate period of not more than nine (9) months. The Company and the Union shall have the privilege of testing the ability of probationary employees during this six (6) month period. If they agree that the Apprentice during this probationary period does not display sufficient aptitude to become a first year Apprentice he shall be discharged.

Probationary Apprentices shall advance from the fifty (50) percent wage rate to the first year apprentice's wage rate upon completion of six (6) months in the elevator industry provided such Probationary Apprentices have worked a minimum of one hundred (100) hours in each thirty (30) day period during the six (6) months. The first year apprentice wage rate shall be effective at the beginning of the next weekly pay period following completion of the six (6) months.

It is understood that probationary employees during the probationary period above set out may be discharged or laid off at any time with or without cause and no reason need be assigned therefore, and no such discharge shall be construed as a grievance. The probationary period may be worked with more than one employer provided such employer has a labor contract with the IUEC, and the period of six (6) months probation may cover an aggregate period of not more than nine (9) months. A month shall be deemed worked when the probationary employee completes one hundred (100) hours in any thirty (30) day period.

APPENDIX "A"

Decisions of the Joint Industry Committee

The following decisions of the Joint Industry Committee were included as Appendix A to the Standard Agreement between NEII and the IUEC which expired on July 8, 2002. the Company and the Union recognize these decisions as binding during the term of the present Agreement, except to the extent any of these decisions are in conflict with changes made to Article IV or Article IV (A) during negotiations for the present Agreement.

1. Wiring of Car Stations

After due consideration of all the information that the Executive Board could gather, back as far as 1948, it was the decision of the Board that the Manufacturers be permitted to do the internal wiring in the car stations to a terminal block within the car station.

2. Pre - Drilled Overhead Beams

Decision arrived at was that Otis would refrain from drilling holes on the bottom flange of the eye beam used to support the deflector sheave as soon as it was possible to stop the production line.

3. Pre - Wiring of Controllers

On the protest registered over the pre-wiring of controllers, the employers agreed that the pre-wiring of cross connections on controllers would be discontinued and in the future, auxiliary panels would go out without any leads for any wiring on them.

The employers further agreed that there would be no objection to a local removing the wiring, and replacing it, until the situation is corrected.

4. Multi - Wire Cable

The ruling of the Board was that the use of multi wire cable has become prevalent throughout the Industry and they can find no objection to its use.

5. Key Hole Slots

A review of past decisions and precedent established the fact that it had been previously agreed that key hole slots provided in car and/or landing doors are not a violation of Article IV of the Standard Agreement.

Also, it is found that it had previously been agreed that holes provided in the factory for mounting of interlocks, safety edges, detectors and photocells, are not a violation of Article IV of the Standard Agreement.

When Door Closer arms, lazy arms, or relating arms are fastened to the doors by means of drilled and/or tapped holes on the door such drilling and tapping shall be done in the field by Elevator Constructors. In cases where doors are delivered to the job site,

64-65

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 maybe used as a shipping container for escalator components, such as tracks, sprockets, etc. Such components shall be secured within the truss with only sufficient fastenings to provide safe transit and shall not be permanently aligned.

It shall not be a requirement that tracks be removed from the truss prior to final alignment.

Connections between the straight inclined track system and the upper and lower end curved track systems shall be made in the field by Elevator Constructors.

Upper and lower sprockets or carriages are to be installed in the field by Elevator Constructors. See Article IV, Par. 2, Item C for additional information.

7. Extended Wiring On Controllers

Controllers are not to be shipped from the factory with extended wiring attached thereto.

In the case of escalator controllers, because of limited space available, extended wiring in the form of cables or separate wires may be connected at one end to the controller in the factory provided, however, that the other end of such extended wiring is not prepared for connections.

8 Plug - in Connections Door Protection

Prepared plug - in connections for door protection devices such as furnished on the photobell protection device is not a violation of Article IV of the Standard Agreement.

9. DMR Plug - in Connection

The plug connection presently being used on the DMR Regulating Unit will be discontinued. Factory installed wires leading out of the regulator shall have the loose ends unprepared for field connection by the Elevator Constructor.

It is agreed that the employer will use up present stock of regulators equipped with plugs. However, any regulators installed on new jobs after July 1, 1964, will be prepared as described in the above paragraph.

10. Car Door Operators

Haughton Type 'T' and 'TH' and Westinghouse Type 'E' and other similar car door operators shall have the external wiring to the motor and the door or gate contact installed in the field by Elevator Constructors.

11. Wood Flooring

When wood flooring on elevator platforms, including stage lifts, organ consoles and orchestra elevators, is to be installed in the field the work shall be done by Elevator Constructors.

12. Door Operators

(1) The pattern for the Industry, for shipping door operators would be based on the practice in existence at the time of the Joint Industry Committee's decision of December 12, 1963.

(2) As a guide for present and future Joint industry Committees, it was determined that the following Exhibits would be used to settle any future dispute relative to the shipping of door operators and would be construed as examples of the practice in existence in December 9 - 12, 1963.

Exhibit 'A' (Haughton `T' Operator as per photo dated 12/13/67)
Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit `B' (Haughton 'TH' Two - speed Operator as per photo dated 12/13/67)
Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'C' (Haughton 'TH' Center - opening Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'D' (Westinghouse 'E' Line Operator as per photo 500581A, dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the magnetic locks shall be removed.

Exhibit 'E' (Dover Operator per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors, the gate switch and the cams to actuate the safety edges shall be removed.

13. Pre - Assembling of Machine to Machine Beams (Armor Elevator Co.)

It was agreed by the Joint Industry Committee that the Armor Elevator Company is in violation of Article IV, Paragraph 2, sub - item "g" of the Standard Agreement by the method of pre - assembling the machine to the machine beams and the pre - drilling of the governor mounting plate.

14. Holes Drilled in the Factory for the Mounting of Sight Guards

shall not be considered a violation of Article IV of the Standard Agreement. The installation (and tapping if required), shall be done in the field by Elevator Constructors.

15. Type M Hoistway Door Track Assembly (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.

22. Procedure For One Man Pressure Relief Valve Test

At a meeting of the National Arbitration Committee held on February 8, 1984, at the Sheraton Bal Harbour, Bal Harbour, Florida, it was jointly agreed that pressure relief valve test work may be performed by one mechanic so long as the following procedure is followed:

Item 1. The elevator must be equipped with a quick release coupling to which a pressure gauge could be connected.

Item 2. The Elevator Constructor mechanic is to be supplied with a temporary run button (the cable is to be of a length which would permit the Elevator Constructor to position himself outside of the machine room or the hoistway while performing the test).

Item 3. With the elevator at the top floor, doors closed, shut off the main line disconnect.

Item 4. Disconnect one wire, which places the elevator on inspection, add one jumper on the directional limit, one jumper on the final limit, and connect the temporary run button to the appropriate terminals.

Item 5. Connect the pressure gauge to the quick release coupling.

Item 6. Put in the main line disconnect and position yourself outside of the machine room and/or hoistway and using the temporary run button, run the elevator up against the stop ring until you observe (hear) the bypass valve open.

Item 7. After checking the pressure gauge the mechanic is to open the bottom hoistway door and observe the cylinder and pipe for possible damage or leakage.

Item 8. If damage has occurred it will be repaired in the normal manner using a repair crew.

Item 9. The car will then be restored to normal service and observed as it runs the first few trips.