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Title: **Elevator Industries Association, Inc. and International Brotherhood of Electrical Workers (IBEW), Local 3 (2000) (MOA)**

K#: **7994**

Employer Name: **Elevator Industries Association, Inc.**

Location: **New York NY**

Union: **International Brotherhood of Electrical Workers (IBEW)**

Local: **3**

SIC: **1796**

NAICS: **23829**

Sector: **P**

Number of Workers: **2100**

Effective Date: **02/28/00**

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K7994

2,100 workers

65pp.

AGREEMENT AND WORKING RULES

BETWEEN

ELEVATOR INDUSTRIES ASSOCIATION, INC.

AND

LOCAL UNION NO. 3 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2000 - 2003

2/28/2000-2/23/2003

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.GREEMENT between Elevator Industries Association, Inc. ıereinafter called the "Association") on behalf of itself nd its member Employers, and Local Union No. 3, ıternational Brotherhood of Electrical Workers (hereinafter alled the "Union").

ARTICLE I
TERM

This Agreement shall be effective as of February 28, 2000 and shall continue in full force and effect without reopening of any kind until 11:59 PM on Sunday, February 23, 2003.

ARTICLE II
RECOGNITION

The Association and its member Employers recognize the Union as the exclusive bargaining representative of the employees covered by this Agreement for collective bargaining with respect to wages and other conditions of employment.

ARTICLE III
EMPLOYEES

(a) The terms of this Agreement shall apply to and affect those employees of the Employer, described as follows:

All hourly paid production, maintenance, service and repairman including group leaders, (excluding all salaried and office employees, watchmen, guards, errand boys, salaried foremen or assistant foremen, executives and supervisory employees).

(b) "Employed within the industry" as used within this Agreement shall mean an employee employed in a job classification covered by this Agreement and by an Employer in contractual agreement with the EE Division of the Union or

in a job classification covered by an Agreement or Agreements with predecessor unions.

ARTICLE IV
REGULAR AND OVERTIME WORKING HOURS

(a) Work Day: (1) A normal work day shall be defined as eight (8) hours of work within the calendar day. The scheduled working hours and length or timing of lunch periods shall be determined by the Employer.

(2) The scheduled hours of work shall be any eight (8) consecutive hours of work commencing at 7:00 AM and ending at 4:30 PM with an unpaid one-half hour for lunch, except for a "Resident Mechanic" whose scheduled hours of work shall be eight (8) consecutive hours between 8:00 AM and 5:00 PM with an unpaid hour for lunch. Employers shall advise employees no later than the Friday before the next scheduled work week of their weekly starting time.

(3) For work performed by an employee within a normal work day, he shall be paid at his regular, straight-time hourly rate. For work performed by an employee in excess of eight (8) hours of work in a calendar day, he shall be paid at one and one-half times his regular, straight-time hourly rate. The Employer reserves the right to pay an employee at the rate of one and one-half times his regular, straight-time hourly rate for work performed on what the Employer, in its discretion, considers an emergency job even though the employee has not worked a full eight (8) hours in his normal work day.

(b) (1) The work week shall commence at 12:01 AM Monday and end at 12:00 PM the following Sunday. All work performed in excess of forty (40) straight-time hours of work (other than daily overtime hours or overtime premium pay hours) during the work week shall be paid for at the rate of time and one-half the regular, straight-time

hourly rate.

(2) In any event, work performed on Saturday, on Sunday and on any of the designated Holidays, shall be paid for at one and one-half times the regular, straight-time hourly rate except that:

(A) Repair Jobs (not call-backs) performed on Sunday or on a Holiday outside the shop on elevators shall be paid for at double-time; and

(B) All call back work shall be paid at time and one half, except the following items which shall be paid at double-time from midnight until 8:00 AM:

Fire Damage
Water Damage
Vandalism
Misuse/Abuse
Power Irregularities
Scheduled Work

All work started between 6:00 AM and an employee's regularly scheduled starting time shall be paid for at time and one half only during such hours.

(C) There shall not be any pyramiding of daily and weekly overtime premium pay.

(D) Reporting Time - Employees reporting for work at their regularly scheduled starting time or at the time ordered by the Employer to report and finding no work available will be paid four (4) hours reporting time at their regular, straight-time hourly rate unless they shall have been notified on the preceding day that no work would be available. This clause shall not apply in the following cases:

(1) Where the employee did not receive notice on the preceding day because of his absence from work.

(2) In any situation in which work is not availab because of an emergency which is recognized as such b his Employer and the Union.

(3) Where the employee refuses the wor assigned to him by the Employer.

Where employees qualify for reporting-time pay under thi section (D), they will receive credit for eight (8) hour toward the forty (40) hours required to qualify for overtim pay in accordance with the provisions of Article IV section (b)(1).

(E) Waiting Time - Elevator Maintenance Mechanics, Inspectors, Repair Mechanics, 'A' Helpers and Apprentices who arrange with their Employer that they may be available for emergency calls, or who are called out on emergency jobs on Saturdays, or Sundays, or on the designated Holidays, will be guaranteed a minimum of six (6) hours' pay at their regular, straight-time hourly rates.

(F) Elevator Maintenance Mechanics, Inspectors, Repair Mechanics, 'A' Helpers and Apprentices who arrange with an Employer that they may be available for emergency calls at night during the regular work week shall, if they are not called out on any emergency jobs, be entitled to three (3) hour's pay at their regular, straight-time hourly rates as standby time.

(G) When work is scheduled to be performed during regular working hours on any of the designated Holidays, the employee will be paid at one and one-half times his straight-time, regular hourly rate (an employee working on an Elevator Repair Job on the outside will be paid at two (2) times his straight-time hourly rate) for work performed on such Holiday in addition to any payment required by Article V, section (c) below.

(H) It is not to be construed by any clause n Section IV or in any other section of this Agreement that an Employer guarantees any period of employment.

(I) Where the building owner requires double shift coverage for a building or complex of buildings, then the Employer may schedule two eight (8) hours hifts at straight-time between the hours of 8:00 AM and 2:00 midnight, Monday through Friday. Employees working the second shift shall receive a 10% shift differential. Employees assigned to such In Building Maintenance shall not be allowed to leave the building or building complex to perform any other outside work, during their cheduled hours. This paragraph shall only be applicable o new contracts executed after January 7, 1976 and hall not apply to a building or building complex covered by an existing contract under Local 3 (Elevator Division) urisdiction prior to January 7, 1976. This provision shall not apply to Repair Mechanics. Assignment of employees under this paragraph shall be on a voluntary basis unless here are no qualified volunteers in which case the Employer may assign the work. A complex of buildings shall be onstrued to mean any group of buildings owned by a ingle owner or corporation that can be geographically encircled by a single continuous line.

(J) No employee shall be required to work more than twenty-four (24) consecutive hours without being afforded the option of a four (4) hour break. The hours of any such unpaid break shall not be counted owards an Employer's gross production payroll. However, for the period starting at the commencement of the greement until March 1, 1998, such break hours shall be ounted towards the minimum number of hours required o be worked for purposes of earning annuity pay as rovided in Article XX. Effective 12:01 AM, March 2, 998, the unpaid break shall not be deemed to be hours

of actual work and no annuity payments shall be made f
such hours.

(K) The Employer will not offer overtim
work to a foreman or superintendent without first havi
made a reasonable attempt to offer such overtime work
a mechanic who is regularly assigned to perform su
tasks, provided that such employee is reasonably availab
and has the skill and ability to perform the work efficient
Nothing herein shall affect the Employers' rights to pla
a foreman or superintendent on the standby or night c
list. The Employer will not otherwise assign an employ
to perform regularly scheduled overtime maintenance wo
on elevators, which are regularly maintained by anoth
resident or route mechanic, without having given fir
option to perform the work, to the regular mechanic f
that route or resident job, provided that the regula
assigned mechanic has the skill and ability to satisfactor
execute the work to be performed. Where there is
scheduling conflict for the mechanic, the Employer m
assign the work as it sees fit.

ARTICLE V
HOLIDAYS

(a) The following days are designated as Holidays:

New Year's Day	Election Day
Washington's Birthday	Veteran's Day (Nov. 11)
Decoration Day	Thanksgiving Day
Independence Day	Day After Thanksgiving Day
Labor Day	Christmas Day
Columbus Day	

(b) If at the request of the Employer an employe
agrees to work on Columbus Day, Election Day or Ve
eran's Day, he shall be entitled to another day off of h
own choosing confirmed in writing, and he shall receiv
pay including annuity, in lieu of overtime pay for the wo

on the Holidays designated in this paragraph (b). Subject to the approval of the Employer, the employee may work the compensatory day in which event he shall receive Holiday pay for said day worked. Nothing in this provision shall be construed to require annuity contributions for the in lieu" Holiday (the compensatory day off). Employees who voluntarily terminate their employment prior to their compensatory day off shall receive eight (8) hours of pay for said day upon their termination. Employees who are terminated by the Employer prior to their compensatory day off shall receive twelve (12) hours compensation, except that sixteen (16) hours compensation shall be paid for repair jobs covered by Article IV (g).

(c) Each employee who has been continuously and actively employed in the Industry for a period of thirty (30) days prior to each of the designated Holidays, or any employee who may be temporarily unemployed from the Industry but is recalled and reports for work in the Industry on no more than forty-eight (48) hours notice during any said thirty (30) day period, remaining thereafter in continuous and active employment prior to the particular Holiday, will receive eight (8) hours pay at the straight-time hourly rate for each such Holiday, providing the employee works the work day before and the work day succeeding such Holiday, unless excused by the Employer on account of severe illness or similar reason acceptable to the Employer.

d) If any designated Holiday falls on a Sunday, Holiday premium-time shall be paid only for work performed on the day commonly celebrated as such Holiday, Monday.

e) If a designated Holiday falls on a Saturday, an employee, at the discretion of the Employer, may be given Friday or Monday of that weekend as the designated paid Holiday. Any employee who, at the request of the Employer, elects to work on the Friday or Monday designated as this Holiday shall be paid at premium-time for the designated

day, except that if the Employer and employee agree, the employee shall work the Friday before and Monday afte said Holiday at straight-time hourly pay and shall receive an additional eight (8) hours straight-time pay for tha Holiday.

(f) Under no circumstances, is it to be construed that an employee, for work on a designated Holiday, will be paid more than two and one-half times his hourly rate (o triple time on Elevator Repair Jobs), including non-worked Holiday pay.

(g) Each employee shall be entitled to one (1) persona leave day in each contract year. Such leave day to be agreed upon in advance between the employee and his Employer.

ARTICLE VI
VACATIONS

(a) Each employee covered by this Agreement who has been employed within the industry for less than one (1 year immediately prior to June 1st preceding the yearly vacation period, and who is actually working for his Employer at the date scheduled for his vacation, shall receive vacation at the rate of four (4) hours for each fou (4) weeks worked prior to June 1st, but in no event shal such vacation exceed forty (40) hours of vacation pay at the straight-time hourly rate prevailing at the time of his vacation.

(b) Each employee covered by this Agreement who has been employed within the industry for one (1) year, bu less than two (2) years immediately prior to June 1st preceding the yearly vacation period, and who is actually working for his Employer at the date scheduled for his vacation, shall receive the vacation days earned the previous June 1st plus five (5) days (total not to exceed ten days vacation) and shall be paid for each vacation day

of eight (8) hours straight-time at his hourly rate prevailing at the time of the vacation, but not in excess of eighty (80) hours.

However, if any such employee shall have been absent from work in excess of four (4) weeks, excluding prior year's vacation, during the twelve (12) months immediately preceding his scheduled vacation, he shall receive vacation pay for that twelve (12) month period equal to four (4) hours for each four (4) weeks worked during the twelve (12) months immediately preceding his vacation, but not in excess of a total of forty (40) hours for that twelve (12) month period.

(c) Each employee covered by this Agreement who has been employed within the industry for two (2) years or more immediately prior to June 1st preceding the yearly vacation period, and who is actually working for his Employer at the date scheduled for his vacation, shall receive a two (2) week vacation and shall be paid for those two (2) weeks a total of eighty (80) hours straight-time at his hourly rate prevailing at the time of the vacation.

However, if any such employee shall have been absent from work in excess of four (4) weeks, excluding prior year's vacation, during the twelve (12) months immediately preceding his scheduled vacation, he shall receive vacation pay equal to eight (8) hours for each four (4) weeks worked during the twelve (12) months immediately preceding his vacation, but not in excess of a total of eighty (80) hours.

(d) Any employee covered by this Agreement who can establish that he has been employed within the industry and job classifications covered by this Agreement for ten (10) or more years immediately prior to June 1st preceding the yearly vacation period as aforesaid, and who is

actually working for his Employer at the time scheduled for his vacation, shall receive three (3) weeks vacation, no more than two (2) weeks of which shall be consecutive at the discretion of his Employer, and shall be paid for those three (3) weeks a total of one hundred twenty (120) hours straight-time at his hourly rate prevailing at the time of the vacation.

However, if any such employee shall have been absent from work in excess of four (4) weeks, excluding the prior year's vacation, during the twelve (12) months immediately preceding his scheduled vacation, he shall receive vacation pay equal to twelve (12) hours for each four (4) weeks worked during the twelve (12) months immediately preceding his vacation, but not in excess of a total of one hundred twenty (120) hours.

(e) Any employee covered by this Agreement who can establish that he has been employed within the industry and job classifications covered by this Agreement for twenty (20) or more years immediately prior to June 1st preceding the yearly vacation period as aforesaid, and who is actually working for his Employer at the time scheduled for his vacation, shall receive four (4) weeks vacation, no more than two (2) weeks of which shall be consecutive at the discretion of his Employer, and shall be paid for those four (4) weeks a total of one hundred sixty (160) hours straight-time at his hourly rate prevailing at the time of the vacation.

However, if any such employee shall have been absent from work in excess of four (4) weeks, excluding the prior year's vacation, during the twelve (12) months immediately preceding his scheduled vacation, he shall receive vacation pay equal to sixteen (16) hours for each four (4 weeks worked during the twelve (12) months immediately preceding his vacation, but not in excess of a total of one hundred sixty (160) hours.

(f) The vacation period will extend from June 1st to May 31st, and every effort will be made to give each employee his choice of time on the basis of length of service. However, where conflicting choices interfere with adequate service to an Employer's clients, the Employer reserves the right to specify the dates to be assigned.

(g) Vacations cannot be allowed to accumulate from year to year, but must be completed in each vacation period as defined in Paragraph (f) above.

(h) If a designated Holiday falls on any work day during an employee's vacation, such employee will receive either (1) another day off with eight (8) hours straight-time pay; or (2) eight (8) hours straight-time pay in lieu of such time off. Determination of choice between (1) or (2) to be at the discretion of the employee. However, if the employee selects (1), then the particular day shall be designated at the discretion of the Employer.

(i) The vacation allowance provided for in (a), (b), (c), (d) and (e) above shall be considered as being earned on a pro-rata basis through work within the industry as an employee or a "helper-in-training" and covered by this Agreement, and shall become a vested interest of the employee and all accrued and unpaid vacation pay shall be payable upon termination of employment. Vacation disputes are to be settled by the Joint Union-Management Committee provided for hereinafter in Section (m) below.

(j) For the purpose of computing vacation earned for a current vacation period, employment during the period from the previous June 1st to May 31st of the current vacation year will be considered, independent of the actual dates of the vacation received.

(k) Full payment for vacation will be made immediately prior to the time the vacation is taken.

(l) For purposes of this article, an employee will b deemed to have been employed without interruptio within the industry if he is: (1) available for work; or (disabled due to a non-work related injury or illness for period of up to one (1) year; or (3) disabled due to a wor related injury or illness up to a period of two (2) yea (compensation).

(m) A Joint Union-Management Committee is hereb established. Such Committee shall consist of thre representatives of the Union and three members of th Executive Committee of the Association. All matters i dispute regarding any provision of this Article VI will b reviewed by such Committee which shall arrange to mee promptly within five (5) working days of receipt of writte notice by either the Association to the Union or the Unio to the Association. If a majority of the members of th committee reach a decision, such decision shall be bindin on the Union, Employer and employee involved. Suc decision shall have the same effect as an arbitration awar under New York State and Federal Arbitration Law. If th Committee should fail to reach an agreement on any cas or any matter in dispute, the matter will be subject to th arbitration procedures in this Agreement.

ARTICLE VII
WELFARE AND PENSION PLAN

(a) Each Employer agrees to participate in the existin "Pension, Hospitalization and Benefit Plan of the Electrica Industry" as administered by the Joint Industry Board o the Electrical Industry.

(b) In accordance with the schedule set forth below each Employer agrees to pay each week to the Joir Industry Board of the Electrical Industry as the Employer sole and total contribution toward the financing of sa plan. Effective upon commencement of the agreement

sum equal to 27.61% of gross production payroll.

(c) If an Employer's contributions to the Joint Industry Board of the Electrical Industry are delinquent for a period of 10 or more weeks, and the Joint Employment Office has provided the Employer with written notice by certified mail to said Employer of this delinquency, all the employees employed by such Employer, shall have the right to apply to the Joint Employment Office for referral to other Employers on a preferential basis to all other individuals in their classification on the Joint Employment Office's active" unemployment list, while remaining employed by the present Employer.

(d) If an Employer's contributions to the Joint Industry Board of the Electrical Industry are delinquent for 11 weeks, the JATC will provide 7 days written notice by certified mail to such Employer of this delinquency. If at 12 weeks the employer remains 12 weeks delinquent the JATC will direct on a seniority basis, last in first out, half the number of apprentices employed by such Employer to be returned to the Joint Employment Office for referral to other Employers on a preferential basis to all other ndividuals in their classification on the Joint Employment Office's "active" unemployment list.

(e) For purposes of this Article, delinquency shall be defined as the failure of the Employer to provide to the JIB, the week's payroll report and accompanying check.

ARTICLE VIII
PROBATIONARY PERIOD

a) New employees coming into the elevator industry and becoming subject to the terms of this Agreement shall be considered on trial or probation for a period of four (4) months from the date they are first hired in the elevator industry. During such four (4) month probationary period their original Employer or any subsequent Employer may

terminate their employment and such termination c employment shall be at the sole discretion of the Em ployer.

(b) Employees who have been previously employed i the industry shall be considered on trial or probation for period of four (4) months from the date they are first hire by a new Employer. During such four (4) mont probationary period, that Employer may lay off and replac such employee at its sole discretion provided, howeve that a Shop Steward, who has been appointed, pursuar to Article XXVII, shall not be subject to the probationar period set forth in this paragraph.

(c) Upon transfer to a different job classification, regular employee shall be considered on probation for period of four (4) months, during which time he may b assigned to still another classification or reassigned bac to his former job, all at the sole discretion of his Employe

Such transferee will be paid at the regular rate includin annuity where required for the probationary job while i the probationary status. If a probationer is down-grade by his Employer within the four (4) month period, h cannot within one (1) year be upgraded again except on permanent (non-probationary) basis unless mutuall agreeable to the employee, the Employer and the Union

(d) Upon completion of the probationary periods spec fied above, the employee shall acquire length of servic status in the job classification in which he had successfull completed his probationary period. The length of servic status shall revert to the date of hire or transfer, which ever may be the case.

(e) The Employer will give preference to present em ployees in making promotions to higher rated jobs, but not restricted from hiring employees from the outside fc any job whatsoever, if it finds that no suitable candidate

are available among the present personnel after first applying to the Joint Employment Office for a period of seventy-two (72) hours exclusive of Saturdays, Sundays or Holidays, except that employees for apprentice jobs must be hired pursuant to Article XVI.

(f) The Employer will notify the Union, in writing, of all reclassifications, upward or downward, probationary or non-probationary, within five (5) days of the effective date of such reclassifications.

ARTICLE IX
LAY-OFFS - REHIRING - LEAVE OF ABSENCE

(a) When volume of work available necessitates layoffs and/or rehiring within six (6) consecutive months after lay-off, ability and efficiency in performing the available work shall be the first governing factor and where ability and efficiency in performance appear to be relatively equal as between two (2) or more employees, then length of service will govern.

(b) Whenever there is a decrease in the working force, employees who have served in a lower skilled classification of the job to which they are assigned at the time of the lay-off, shall be credited to the lower skilled classification with their length of service in that classification plus their length of service in the job to which they are assigned at the time of the lay-off.

(c) The Employer shall notify the Shop Steward immediately and the Union in writing within five (5) days of any hires, rehires, lay-offs or job classification changes.

(d) Whenever possible a written one week notice of lay-offs shall be given to the employee and his Shop Steward.

(e) An Employer may, for valid reasons, with the approval of the Union, grant an employee, on written application, a

leave of absence without pay not to exceed thirty (30) calendar days. Leaves of absence obtained under false pretenses will be sufficient cause for discharge. Any employee on a leave of absence who accepts employment without permission of the Employer shall be considered to have abandoned his job.

ARTICLE X
LENGTH OF SERVICE

(a) Length of service, where applicable herein, shall be determined on a job classification basis.

(b) Length of service will be broken if an employee:

1. Quits of his own accord.

2. Is discharged for cause.

3. Does not return to work within five (5) days when recalled after a lay-off or immediately following a vacation or approved leave of absence, unless he is unable to do so because of illness or for other similar good and sufficient reason and has notified his Employer in writing within two (2) working days.

4. Is laid off for six (6) consecutive months.

(c) A person who was employed in a job classification within the bargaining unit covered by this Agreement and is subsequently transferred to a job position outside the bargaining unit shall retain during his continuous employment his length of service credit for the job classification within the unit in which classification he worked prior to transfer plus his length of service credit for the period of his service with the Employer in the position outside the bargaining unit.

(d) For the purpose of calculating an employee's length of service for this Article, the employee's employment

with his current Employer shall apply until the employee completes his third consecutive year of employment. After completing three (3) consecutive years of employment with that Employer, the employee shall be credited with his length of service in the industry. Length of service shall be used for lay-off and vacation scheduling only.

ARTICLE XI
GRIEVANCE PROCEDURE

The Association, its members, the Union and covered employees shall have the right to present grievances in accordance with the procedures outlined in this Article provided that any employee shall notify his Shop Steward of his grievance before commencing the grievance procedure.

Nothing in this section shall preclude the right of any individual employee to take up his grievance directly with his immediate supervisor, his department head, or his President, if he so chooses. When a party has a difference or dispute as to the interpretation or application of any provision of this Agreement, there shall be no suspension of work on account of such difference, but an earnest effort shall be made to settle the question immediately by means of the procedure herein described, and no other method of adjustment shall be resorted to.

A. GRIEVANCES INITIATED BY THE UNION

st step: Within five (5) working days after a grievance rises the employee (with or without his Shop Steward as e may choose) shall discuss the matter with his immedite supervisor who shall reach a decision within the next wo (2) working days, unless an extension is mutually greed upon in writing.

nd step: In the event a satisfactory settlement has not

been reached or decision made, within the time specifiec in the 1st step, the employee (with his Shop Steward o Business Representative) shall take up his grievance within two (2) additional working days with his department head The department head shall reach a decision within the next three (3) working days, unless an extension is mutually agreed upon in writing.

3rd step: In the event a satisfactory settlement has not been reached or decision made by the department head within the time specified in the 2nd step, the employee (with Shop Steward or Business Representative) shall within two (2) additional working days present his griev ance directly to the President of the Employer who shal review the case with a view of arriving at a mutually satisfactory settlement. If no mutually satisfactory settlement can be arrived at within five (5) working days, the matter may be referred by either party to arbitration as hereinafter provided.

In an emergency, Step #1 may be taken up during regula working hours and time thus lost by the employee and hi Shop Steward will be borne by his Employer unless, in it opinion, such lost time becomes unreasonable. Otherwise all grievances will be considered and acted upon outsid of regular working hours and no time thus spent by th employee and/or his Shop Steward will be borne by hi Employer.

If a discharged employee claims he has been discharge without just cause, his case will be handled through th grievance procedure described above. In the event th the Union and the Employer agree in writing, the grievanc concerning a discharged employee who claims he w discharged without cause will commence at the 3rd Ste described herein. Should such an employee be reinstat due to a decision that he was discharged without ju cause, he shall be compensated for the time lost not

exceed eight (8) hours per day or forty (40) hours per week at his straight-time hourly rate.

B. GRIEVANCES INITIATED BY THE EMPLOYER OR THE ASSOCIATION

Any grievance which the Association or any of its members may have against the Union or any of its covered employees, shall be presented in writing to the appropriate Union representative by the President of the Association or the President of the Employer or their respective designees, as the case may be.

If no mutually agreeable settlement is reached within five (5) working days from the submission of the grievance to the Union, the matter may be referred by either party to arbitration as hereinafter provided.

C. TIME LIMITS

The time limits set forth in Articles XI or XII are to be strictly followed. Any grievance which is not presented or processed within the time limits set forth in these Articles, shall be deemed to have been settled to the mutual satisfaction of the involved parties.

ARTICLE XII
ARBITRATION

Any grievance arising out of a difference or dispute as to the interpretation or application of any provision of the Agreement which has not been satisfactorily settled through the grievance procedure prescribed herein, shall be referred to a Board of Arbitration consisting of three persons, provided however, the parties by written agreement, may refer the grievance to a single arbitrator.

Within two (2) working days after the completion of the grievance procedures in Article XI, the party seeking arbitration shall notify the other party in writing to that

effect and at the time, state in writing the facts involved in the grievance and the method of Arbitration desired.

A Board of Arbitration or a single Arbitrator, whichever is appropriate, shall be chosen as follows:

Within five (5) working days after the receipt of the Notice of Arbitration referred to above, one member shall be appointed by the Employer and one member shall be appointed by the Union. Within five (5) working days of their appointment, these two shall meet and choose the third member who shall act as Chairman of the Board of Arbitration. If they fail to agree on the third member, such third member shall be appointed by the American Arbitration Association in accordance with its established procedure in such cases.

A single arbitrator shall be chosen in accordance with the established procedures and rules of the American Arbitration Association.

The Board of Arbitration or a single Arbitrator shall not by any decision or award either add to or subtract from any of the terms or conditions of this Agreement.

Any fees or other expenses of attorneys, representatives or of the arbitrator appointed by the respective parties shall be borne by the party so appointing them. Any fees or expenses of the third arbitrator of the Board of Arbitration or a single Arbitrator shall be borne by the parties equally.

ARTICLE XII-A
SCREENING BOARD

A joint labor-management screening board shall be established as soon as possible consisting of five member appointed by the Union and five members appointed b the Elevator Industries Association, Inc. At any meetin for the transaction of any business by the board, th

presence in person of at least four (4) members shall be necessary for a quorum of which two must be from the Elevator Industries Association, Inc. and two from the Union. At any meeting of the board, there shall be an equal number present on both sides so that the number of votes cast shall be divided evenly between the Union and management. Additional members from either side may sit in, but shall not vote. For the purpose of conducting a hearing or investigation, the board may designate any number not less than two to conduct same. In any such hearing or investigation, no member of the board shall sit if he is associated as an employee or a member of management in the shop which is a party to an issue brought before the board.

The function of the board shall be to determine issues which may arise concerning job classification or unsatisfactory employee attitude, but it is not intended that the board shall replace the grievance and arbitration procedures hereinabove provided for the board shall elect its own chairman and make such procedural rules, by majority vote, and maintain such records as it may deem necessary for the proper conduct of its business including the appointment by majority vote, of an umpire to determine any issue upon which the board may be evenly divided. The board or any member or other person designated by it may conduct hearings and/or personal investigations. Attorneys may be excluded by the board, but each party shall be given a fair opportunity and reasonable time to prepare and present proof, including expert testimony by any person or employee from the shop involved or elsewhere. The management of the shop involved may send any person in the shop or associated with it to represent it in such hearing or investigation.

Issues affecting classification and employee attitude are defined as follows:

(a) Job Classification: If any employee shall feel that

he is not classified in the proper job classification referred to in Article XIX for which he feels qualified, and if reasonable attempts to resolve the matter between the employee, his Employer and/or the Union have been unsuccessful, then on written request of the employee or the Employer the Board shall inquire into the matter as above provided for and its decision shall be final. (However, the screening board's jurisdiction shall not include other contract provisions referring to job classification.) If the board rates the employee at a higher classification than the one in which he is being employed, then the Employer shall immediately raise the employee to the higher classification or else the employee shall be free to leave the employment without loss of any seniority, vacation or other rights and take a job at the higher pay rate anywhere in the industry.

(b) Unsatisfactory Employee Attitude: If an Employer feels that any employee has manifested an unsatisfactory employee attitude in matters of absenteeism, tardiness, irresponsibility, surliness or other conduct falling short of good job performance for which the Employer does not desire to resort to dismissal, upon written request of the Employer, the board shall inquire into the matter and if it be determined by the board that the charge is valid, the board shall reprimand the employee and shall publish its findings.

ARTICLE XIII
UNION ACTIVITY

No employee shall engage in solicitation or other Union activity of any kind (except as may be specifically permitted herein) during working hours or on his Employer's premises, without written consent of his Employer. Any violation of the clause on the part of (1) Union officials shall constitute a breach of this Agreement, or (2) on the part of any employee, whether or not an official of the

Union, shall constitute just cause for disciplinary action, which may include discharge.

ARTICLE XIV
BULLETIN BOARD

Each Employer shall place a bulletin board in its shop for the exclusive use of the Union for posting notices which are to be restricted to notices of (a) Union recreational and social affairs, (b) Union meetings, (c) Union elections and (d) Union appointments and results of elections.

All such notices shall bear the signature of a Union Officer or Union Shop Steward.

A copy of each such notice shall be delivered to the Secretary of the Employer or his designee a reasonable time before posting.

ARTICLE XV
NO STRIKE - NO LOCKOUT

(a) The employees recognize that the value and security of their jobs depend to a large degree upon the ability of their Employer to maintain a proper competitive position in the industry and to that end agree to make an honest and conscientious effort to eliminate waste and increase their efficiency in their respective jobs.

(b) The union and the employees agree that there shall be no strike of any kind, including slowdowns, sit-down, stay-in, walk-out, boycott, sympathy actions, picketing or work stoppage during the term of this Agreement.

The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE XVI
UNION MEMBERSHIP

a) All employees employed by the Employer who are members of the Union on the date of the signing of this Agreement, shall as a condition of employment remain members in the Union during the term of this Agreement. All other employees shall as a condition of employment be or become members of the Union the thirty-first (31st) day following the effective date of this Agreement, or the thirty-first (31st) day following the beginning of their employment, whichever is later.

b) (i) Each Employer will apply to the Joint Employment Office for additional employees when same are needed. Within seventy-two (72) hours exclusive of Saturday, Sunday and Holidays, from the time an Employer applies to the JEO for additional employees, such Employer shall interview all referrals from the JEO up to and including the first nine (9) referrals. If after seventy-two (72) hours, exclusive of Saturday, Sunday and Holidays, or after having interviewed nine (9) referrals from the JIB, whichever event happens first, an Employer may hire from whatever source available if none of the referrals were satisfactory to the Employer. However, an Employer may not hire anyone on the JEO list without having first interviewed all qualified applicants ahead of that person on the list, for the position sought to be filled by the Employer.

(ii) The "72 hour rule" shall not apply to apprentices. However, in the event that there are no unemployed third or fourth year apprentices and an Employer wants to hire a third or fourth year apprentice that has special qualifications, the Employer may make the hire while acting consistently with the terms of the JATC Trust and with the approval of the trustees. The Employer shall interview up to six apprentice referrals from the JEO. However, not

withstanding anything to the contrary, an Employer will retain the exclusive right, in its absolute discretion, to determine which of the six apprentice referrals the Employer shall hire.

(c) The Employer will instruct employees so hired to report to the Union within seven (7) calendar days after the date of hire for the purpose of obtaining a temporary card. Although employees shall be hired, when available, through the Joint Employment Office, neither the Union nor the Employer shall in such hiring give any preferential treatment as between Union and non-Union persons seeking employment.

ARTICLE XVII
MANAGEMENT'S RIGHT TO MANAGE

Nothing contained in this Agreement is to be construed as a limitation of the right of the Employer to exercise the regular and customary functions of management, including the right to direct the employees, covered by this Agreement to perform all work involving the maintenance, repair and modernization of elevators and escalators, and also the installation of elevators and escalators (with the exception of a completely new elevator or escalator installation using new equipment or used equipment not part of the existing installation) in existing or modified elevator shafts or escalator well ways.

ARTICLE XVIII-A
JOB CLASSIFICATION AND WAGES

(a) The terms and conditions set forth in this Article shall apply only to elevator job classifications, as provided in subparagraph (b) hereof. Job descriptions shall be as defined in EXHIBIT "A", made part of this Agreement subject to such changes or amendments and corrections hereto as may be made by mutual agreement in writing between the parties.

(b) The minimum hourly rates of pay for the job classifications listed below shall be effective on the dates indicated:

Job#		2/28/00	2/26/01	2/25/02
		3.00%	3.00%	3.00%
1.	"A" Elev. Repair Mech.	27.43	28.26	29.10
2.	Elev. Machinist Mech.	26.23	27.02	27.83
3.	"A" Elev. Winder	26.23	27.02	27.83
4.	"B" Elev. Repair Mech.	24.81	25.56	26.32
5.	"A" Elev. Maint. Mech.	26.23	27.02	27.83
6.	"A" Elev. Machinist	24.81	25.56	26.32
7.	"B" Elev. Maint. Mech.	24.17	24.90	25.65
8.	"B" Elev. Machinist	21.53	22.17	22.84
9.	"A" Elev. Helper	20.32	20.93	21.56
10.	"B" Elev. Benchhand	20.32	20.93	21.56
11.	Elev. Driver Helper	20.69	21.31	21.95
12.	Elev. Stockroom Clerk	18.82	19.38	19.96
13.	Hydraulic Elev. Mech.	27.84	28.68	29.54
14.	Repair Foreman	29.43	30.26	31.10
15.	Repair Superintendent	31.43	32.26	33.10

16. Maintenance Foreman

28.23	29.02	29.83

17. Maintenance Superintendent

30.23	31.02	31.83

(1) All other Hydraulic classifications and pay rates shall be the same as numbers 2 through 12, above.

(2) An employee assigned by his Employer in a *supervisory capacity over five (5) or more persons shall* be paid two (2) dollars per hour above his job classification rate. Such a person shall be known as foreman. The duties of the foreman shall include the obligation not only to supervise the employees under him, but also to make diligent, full and prompt report to his Employer concerning the work of the employees under him and particularly the irregularity or dereliction of duty of any employee under him including, but not limited to, lateness, shirking, sobriety, etc.

(3) Supervisor

A supervisor shall be defined as a management employee who is not a member of the union, not covered by this Agreement and shall not perform bargaining unit work.

(4) Superintendent

An employee assigned by his employer in a supervisory capacity above a foreman shall be paid a minimum of $4.00 per hour above the rate for his job classification. Such person shall be known as a superintendent and shall be classified as such. The duties of the superintendent shall include supervision of employees, *including foremen under him and he shall be permitted to* work with tools.

(5) Reclassification

Nothing herein shall limit the Employers' right tc reclassify foremen and/or superintendents to their forme classsification.

(c) Any employee employed by an Employer in Job Grade 4 (Grade B Elevator Repair mechanic) or Job Grade 7 (Grade B Elevator Maintenance Mechanic) must be considered for upgrading after eighteen (18) months o service in such classifications, and if deemed qualified by his Employer shall be reclassified to Job Grade 1 (Grade A Elevator Repair Mechanic) in the case of a Job Grade 4 employee, and to Job Grade 5 (Grade A Elevato Maintenance Mechanic) for a Job Grade 7 employee. I his Employer fails to upgrade such employee, the Unior will submit the matter to the Screening Board, as provided in Article XI-A. In the event said Screening Board shall be evenly divided, then the matter shall be submitted for fina and binding decision by an impartial chairman, to be designated by the parties to this Agreement. Any decisior of said Screening Board or impartial chairman upgrading ar employee shall become effective within fifteen (15) days from the date of notification to the Employer of the actior of said Board or impartial chairman.

(d) Any employee who is not upgraded after applicatior to the Screening Board may not reapply for at least twelve (12) months from the date of the action by the Screening Board or the impartial chairman.

(e) Rates of pay for Apprentices shall be determined or the basis of percentage as set forth in Schedule "A attached.

(f) The rates of pay as determined under Schedule "A" attached shall be automatically granted each employee or the anniversary dates indicated unless the Employer has been advised specifically that the apprentice has no

attended Apprenticeship School diligently and continuously pursuant to standards adopted from time to time by the Joint Apprentice and Training Committee. Thereafter, if the apprentice continues to violate the aforesaid standards, the Employer, upon written notice from the Joint Apprentice and Training Committee shall immediately terminate the employee and such termination shall be deemed just cause for all purposes under this Agreement.

(g) After completion of the Apprenticeship Training Program, an Apprentice shall be placed by his Employer into Job Grade 4 or 7 or 8 or 10, if there is a vacancy in one of said Job Grades and the Employer decides that the employee is qualified for such a vacancy. In the event that the Employer has no position vacancy in any of the aforesaid Job Grades or decides that the Apprentice is not qualified for any of said job classifications, then the Apprentice will be placed in Job Grade 9.

(h) The Apprenticeship Training Program shall be supervised by a joint committee consisting of an equal number of representatives to be designated by the Employer and the Union respectively.

(i) Rates of pay for newly-hired Elevator Stockroom Clerks shall be determined on the basis of percentages as set forth in Schedule "B" attached. After thirty (30) months, employment, any such Elevator Stockroom Clerk shall receive the rate set forth in paragraph (b) above for Elevator Stockroom Clerk (Job Classification 12).

(j) If an apprentice drives a vehicle, not to exceed 1 day (8 hours) in a forty (40) hour week, the apprentice shall be paid at his regular rate.

(k) Apprentices and "A" Elevator Helpers (job Classification #9) shall not be permitted to work alone except: (1) under the supervision of a mechanic on the route for the purposes of cleaning, painting and lubricating

elevator equipment giving due regard to safe workin conditions; or (2) where Elevator Helpers are performin work under the circumstances described in paragraph B o the Job Description for a Elevator Helper contained i Exhibit A herein and made a part hereof. This shall no limit the work a helper may perform when working with mechanic. An apprentice shall not carry personal tool other than those of his journeyman.

(1) Mechanics shall be required to provide tools listec on Schedule "C" at no cost to the Employer.

(m) (1) The parties agree during the first two year of the agreement to bring in a total of not more than 30 Apprentices. It is the intention of the parties to mak these apprentices available for immediate hire approximately as follows:

February/March of 2000	75
September of 2000	75
January/February of 2001	75
September of 2001	75

(2) Whenever in 2002 the number of employee in job classification #9, who have successfully completec the Joint Apprentice Training Program and Apprentice falls below a total of 50 on the "active" unemployment lis of the Joint Employment Office, the number of request for Apprentices exceeds 25, and the number of "active unemployed journeymen exceeds the number of request for such journeymen by 25, the Employer and the Unio shall be required to take all necessary steps includinc without limitation, complying with all applicable law government rule and regulation, to enable Employers t commence hiring fully screened and qualified first yea apprentices immediately. The number is to be decided b the parties.

(n) The maintenance mechanic's work on escalators

shall include such maintenance, trouble shooting and small parts replacement as can be accomplished safely and efficiently by one mechanic. The objective is to attempt to do that which is necessary to return an inoperative unit to service. Troubleshooting problems shall include such things as checking safety circuits, stop switches, coils relays, fuses, resistors and comb plates. Work beyond that stated above shall be performed by personnel at repair rate of pay.

ARTICLE XVIII-B
CONTRACTS WITH OTHER EMPLOYERS

If the Union enters into a contract during the term of this contract with any Employer, company, firm or corporation which is in any aspect more favorable to such Employer than the terms of this contract, in such case, the Association may elect to adopt the more favorable provision, in which case, such provision shall be embodied in the terms of this contract. Such election may be given in writing within thirty (30) days of notification by the Union to The Association of such more favorable contract.

ARTICLE XIX
VIOLATION OF WORKING RULES, ETC.

Local Union No. 3 is part of the International Brotherhood of Electrical Workers and any violation or annulment of working rules or agreement of any other Local Union of the IBEW, or the subletting, assigning, or the transfer of any work covered by this Agreement in connection with electrical work to any person, firm, or corporation not complying with the terms of this Agreement, by the Employer, will be sufficient cause for cancellation of this Agreement, after the facts have been determined by the International Office of the Union.

ARTICLE XX
ANNUITY/ADDITIONAL SECURITY PLAN

(a) (1) Every payroll week, each Employer shall contribute to the Annuity/Additional Security Benefit Plans of the Electrical Industry the combined sums according to the schedule below as the Employer's sole and total contribution toward the Plans.

Effective 12:01 AM February 28, 2000:

Classifications 1-5, 7 & 13-17	At the rate of $3.00 per hour of actual work.
Classifications 6,8,9,10,11,12	At the rate of $1.50 per hour of actual work.
Apprentice Classification(s)	At the rate of $.25 per hour of actual work.

Effective 12:01 AM February 26, 2001:

Classifications 1-5, 7 & 13-17	At the rate of $3.50 per hour of actual work.
Classifications 6,8,9,10,11,12	At the rate of $1.75 per hour of actual work.
Apprentice Classification(s)	At the rate of $.25 per hour of actual work.

Effective 12:01 AM February 25, 2002:

Classifications 1-5, 7 & 13-17	At the rate of $4.00 per hour of actual work.
Classifications 6,8,9,10,11,12	At the rate of $2.00 per hour of actual work.
Apprentice Classfication(s)	At the rate of $.50 per hour of actual work.

(b) Each Employer shall indicate the combined amount of the Annuity and Additional Security Benefits Plan payments remitted for each employee in the appropriate

space provided on the Contractors Weekly Payroll Reports forwarded to the Joint Industry Board of the Electrical Industry.

(c) The Joint Industry Board of the Electrical Industry shall administer the Annuity Plan of the Electrical Industry and the Additional Security Benefits Plan of the Electrical Industry. It is understood that the employees covered by this Agreement on whose behalf contributions are made shall be participants of the Plans and enjoy the benefits provided thereunder proportionately to the contributions made on their behalf with respect to contributions made by other Employers on behalf of other participants.

(d) Effective October 25, 1982 each payroll slip shall set forth the amount of annuity contribution credited by the Employer for that payroll period.

ARTICLE XXI
DISCRIMINATION

The Employer and the Union acknowledge and agree to comply with provisions of appropriate Federal, State and Local Legislation dealing with the subject of discrimination, including but not limited to, those statutes prohibiting discrimination on the basis of race, color, sex, age, creed, national origin, disability, sexual orientation, marital status or citizenship status concerning all employment decisions, including but not limited to recruitment, hiring, compensation, demotion, downgrading, transfer, lay-off and termination of employment, and all other terms and conditions of employment.

ARTICLE XXII
INJURY/ILLNESS

(a) The benefits provided under this Article for Injury on the Job, subparagraph (b) below, and for Absence from Work Due to Illness, subparagraph (c) below, shall not

exceed a total of forty (40) hours of pay at straight-time rates during any contract year for any employee employed within the industry, except that new employees with less than one (1) year of service within the industry will accrue time for benefits under this Article at the rate of three and one-third (3 1/3) hours for each completed month of employment. After one (1) year of service an employee can utilize his paid sick leave as needed. An employee who terminates employment and has utilized more than his earned sick leave shall have said over-utilization deducted from his final pay check.

(b) In the event an employee covered by this Agreement sustains loss of time due to a physical injury requiring medical attention as a result of an accident on the job, and such absence is so certified by a doctor, then, if such injury is not covered by Workers' Compensation only because the employee's absence resulting from such injury,is less than the statutory period for compensation under that Statute, the Employer agrees to pay such injured employee for the balance of his regular, straight-time hours lost on the day of the injury plus eight (8) hours paid at straight-time rates for the third (3rd) full day of three (3) consecutive days of loss of pay to and following the injury, provided, however, that all payments for such injuries shall not exceed a total of forty (40) hours of pay at straight-time rates during any contract year for all such separate injuries during that year less any benefits paid under subparagraph (c) below.

(c) An employee covered by this Agreement shall be entitled to pay for absence from work due to illness not to exceed a total of forty (40) hours of pay at straight-time rates during any contract year, less any benefits paid under subparagraph (b) above, provided, however, that no such employee shall be entitled to such benefit for illness of less than a full work day nor for absence from work due

to illness on the day before or the day after any Holiday or vacation. An Employer may require any employee to provide satisfactory medical proof before paying for absence due to illness.

(d) In the event an employee is terminated by an Employer, such employee will be entitled to be paid at the time of termination the pro-rata portion, if any, of his unused injury/illness benefit for the period employed by that Employer during that contract year.

(e) Any portion of said forty (40) hours credit for any injury/illness not used by an employee on the actual payroll at the end of a contract year shall be paid to such employee at his regular, straight-time hourly rate applicable on the last day of the contract year.

(f) It is specifically agreed that such injury/illness payments shall not be considered as compensation or wages for overtime or any other purposes.

ARTICLE XXIII
ASSOCIATION MEMBERSHIP

(a) All members of the Association at the time of the execution of this Agreement (Exhibit "B") and persons, firms or corporations becoming members thereof subsequent to the execution of this Agreement shall be and continue to remain bound by and subject to the terms of this Agreement or any extension or renewal thereof.

(b) Should a member of the Association resign, be suspended or expelled from the Association or its membership terminated for any reason whatsoever during the term of this Agreement or any extension or renewal thereof, such member shall continue to be bound by provisions of the current Agreement then in effect for the term of such Agreement.

ARTICLE XXIV
APPROVAL

This Agreement is made subject to the approval of the President of the International Brotherhood of Electrical Workers.

Any terminology herein to the contrary notwithstanding, *this contract is between the undersigned Association on* behalf of its members and Local Union No. 3, International Brotherhood of Electrical Workers.

ARTICLE XXV
CAR ALLOWANCE

Whenever an Employer requires an employee to use his own car in the regular course of performing his assigned duties, then the employee shall be paid a car allowance as hereinafter set forth.

(a) Weekly Rate - Where an employee is required by his Employer to use his car on a regular basis from Monday to Friday (8:00 AM to 5:00 PM daily), the following weekly rates shall be applicable:

For less than 150 miles per week -	*$70.91* per wk.
From 150 to 250 miles per week -	$81.02 per wk.
From 250 to 350 miles per week -	$91.15 per wk.
Over 350 miles per week, for each 100 miles or part thereof -	$9.16 per wk. additionally.

All weekly mileage shall be computed from the individual's home or from the city line if he lives outside of New York City and works within the city.

(b) Night Rate - Any employee who receives a weekly *car allowance under paragraph (a) above, and who is required to be on duty at night (5:00 PM to 8:00 AM)* from Monday through Friday, shall receive Twelve and 13/100 ($12.13) Dollars per night for his car in addition to

all other car allowances.

(c) Daily Rate on Saturday, Sunday or Holidays - Any employee who receives a weekly car allowance and who arranges in advance for the use of his car for emergency calls or emergency jobs on a Saturday, Sunday or Holiday, shall be paid the sum of Twenty and 19/100 ($20.19) Dollars for each such day in addition to all other car allowances. Said $20.19 shall cover a twenty four (24) hour period from 8:00 AM on any of said days to 8:00 AM the following day.

(d) Deductions - Any employee who is entitled to a weekly car allowance, as set forth in paragraph (a) above, shall have Four and 03/100 ($4.03) Dollars per day deducted from said allowance for each day he is absent from work for any reason whatsoever. If he is absent from work for an entire work week (Monday through Friday), such employee shall receive no car allowance for that week. Absence shall mean failure to work for any reason whatsoever and will include but not be limited to absence due to Holidays, vacations, sickness/injury leave, leave of absence, etc.

(e) Daily and Night Rate for Employees Not Entitled to Weekly Allowance - If an Employer requires an employee not otherwise entitled to a car allowance to use his car for a particular day or night, said employee shall be entitled to the following allowances:

(1) Use of car on a Saturday, Sunday or Holiday - Thirty-two and 42/100 ($32.42) Dollars for the twenty-four (24) hour period from 8:00 AM on any of said days to 8:00 AM the following day.

(2) Day rate from 8:00 AM to 5:00 PM on any other day - Twenty and 19/100 ($20.19) Dollars per day.

(3) Night rate from 5:00 PM to 8:00 AM on any

other day - Twenty and 19/100 ($20.19) Dollars per day.

(4) No employee shall be entitled to receive more than Thirty-two and 42/100 ($32.42) Dollars for any twenty-four (24) hour period under this provision.

(f) Nothing provided herein shall constitute a basis for reducing car allowances which may be in excess of the rates provided herein at the time of the signing of this Agreement.

(g) For those employees who are not required by the Employer to use their own car in the regular course of performing their duties, said employees shall receive car allowance when the distance between the employee's home and the job site exceeds the distance between the employee's home and the Employer's shop by 10 or more miles, and the job site is outside the five boroughs and is not readily accessible by public transportation. When both of these conditions are met and the work assignment is less than one week, the employee shall receive the daily rate referred to in (e). When the work assignment described above is one week or more, the weekly rate shall apply. When the mileage difference described above is between 10 and 15 miles, the weekly rate shall be the same as the weekly rate for less than 150 miles per week. For 15-25 miles, the rate shall be the same as for the weekly rate for from 150 to 250 miles per week. For 25-35 miles, the rate shall be the same as the weekly rate for from 250 to 350 miles per week. For each additional ten miles or part thereof, the rate shall be increased by the same amount as for the over 350 miles per week, for each 100 miles or part thereof. When the mileage difference described above is less than ten miles but greater than no miles, the employee shall be reimbursed for those tolls which are incurred above and beyond those which would be incurred to commute to the employers shop. Employees working together on the same job site will make

reasonable efforts to car pool and provided these efforts are made, the car allowance will be paid to the employee whose vehicle is used and such employee shall be paid any additional mileage to pick up the other employees in the car pool. Where the public transporation is of the commuter bus or rail variety, and the fare from the employee's home to the job exceeds $6.00 per day (equivalent of a double fare zone), the employee shall be reimbursed for the excess over and above the $6.00 per day.

(h) Adjustments in Car Allowances:

(1) Effective the first Monday of May, 1997 the allowances provided for in paragraphs (a) through (f) above shall be adjusted (increased or decreased) by an amount equal to the percentage difference between the August 1996 and February 1997 Private Transportation Index as prepared by the Bureau of Labor Statistics, Consumer Price Index New York City Average.

(2) Further adjustments in car allowance shall be made on the first Monday in November, 2000, the first Monday of May, 2001, the first Monday of November, 2001, the first Monday of May, 2002, and the first Monday of November, 2002, said adjustments in the allowance provided for in paragraphs (a) through (f) above shall be adjusted (increased or decreased) by an amount equal to the percentage difference between February to August for November adjustments and August to February for May adjustments in the Private Transportation Index as prepared by the Bureau of Labor Statistics, Consumer Price Index New York City Average.

ARTICLE XXVI
SHOP STEWARDS

The Employer recognizes that there shall be a Shop Steward at each Employer. The Shop Steward shall be appointed by the Business Manager in accordance with the provisions of Article IX of the Constitution and By-Laws of Local Union No. 3 IBEW (in effect on October 26, 1975) from among the employees of the Employer. Such Shop Steward will perform his normal work assignment and will conduct Union business prior to or after working hours unless otherwise agreed to by mutual agreement between the Union and the Employer.

Union business shall be defined as the investigation of grievances, Union security problems and safety issues. When appointing a Shop Steward, the Business Manager will select an "A" mechanic of reasonably high qualifications and seniority at the Employer, or a "B" mechanic if no "A" mechanic is employed by the Employer, so that in the event of a lay-off the seniority of the Steward will not be a hardship to the Employer.

The foregoing qualifications for the appointment of a Shop Steward shall not affect those Shop Stewards appointed as such by the Business Manager prior to October 26, 1975 who shall enjoy the same protection in seniority as those appointed by the Business Manager after October 26, 1975.

ARTICLE XXVII
EDUCATIONAL AND CULTURAL TRUST FUND

In accordance with the schedule set forth below, each Employer agrees to pay each week, on behalf of all the employees covered by the bargaining agreement, to the Joint Industry Board of the Electrical Industry as the Employer's sole and total contribution toward the financing of the Educational and Cultural Trust Fund the sums established below;

(a) Effective upon commencement of the agreement a sum equal to 0.25% of gross production payroll;

(b) Effective 12:01 AM, March 2, 1998 a sum equal to 0.75% of gross production payroll; and

(c) Effective 12:01 AM, March 1, 1999 a sum equal to 1.00% of gross production payroll.

ARTICLE XXVIII
JOINT LABOR MANAGEMENT EMPLOYMENT OFFICE

(a) The Association and the Union shall sponsor a Joint Labor Management Employment Office ("JEO"), which shall be operated pursuant to the terms and conditions of a Trust Agreement dated October 26, 1988, as amended from time to time (the "JEO Trust"), a copy of which is incorporated herein by reference. The JEO Trust shall be jointly administered by an equal number of Association and Union Trustees.

(b) Each Employer shall contribute to the JEO Trust such percentage, as shall be determined by the Trustees of the JEO Trust from time to time, of its gross weekly production payroll, but in no event shall any Employer's combined contributions to both the JEO Trust and to the JATP Trust (as defined in Article XXIX), exceed fifty six one hundredths of a percent (.56%) of such Employer's gross weekly production payroll.

(c) Each Employer agrees to be bound by the terms and conditions of the JEO Trust and by all lawful actions taken by the Trustees thereunder, including without limitation complying with such Trustees' requests for payroll records and documents and submitting to such audits as such Trustees may request periodically.

ARTICLE XXIX
APPRENTICE TRAINING PROGRAM

(a) The Association and the Union shall sponsor a Joint Apprenticeship Training Program ("JATP"), which shall be operated pursuant to the terms and conditions of a Trust Agreement dated October 26, 1988, as amended from time to time (the "JATP Trust"), a copy of which is incorporated herein by reference. The JATP Trust shall be jointly administered by an equal number of Association and Union Trustees.

(b) Each Employer shall contribute to the JATP Trust such percentage as shall be determined by the Trustees of the JEO Trust from time to time, of its gross weekly production payroll, but in no event shall any Employer's combined contributions to both the JEO Trust and to the JATP Trust exceed fifty six one hundredths of a percent (.56%) of such Employer's gross weekly production payroll.

(c) Each Employer agrees to be bound by the terms and conditions of the JATP Trust and by all lawful actions taken by the Trustees thereunder, including without limitation complying with such Trustees' requests for payroll records and documents and submitting to such audits as such Trustees may request periodically.

ARTICLE XXX
DENTAL BENEFIT PLAN

(a) Pursuant to the terms of the Trust Indenture between the parties, each Employer agrees to remit to the Joint Industry Board of the Electrical Industry, the sum equal to 2% of the gross weekly production payroll for all employees covered by this agreement, who have been actively employed in the industry for more than six (6) months. Said monies shall be used exclusively to provide dental benefits for such employees as determined by the

Trustees.

(b) The Trustees shall determine whether there are sufficient excess monies to permit the Fund to provide Dental Benefits to retirees for the duration of the collective bargaining agreement without requiring any additional contributions from the Employers. If the Trustees decide to provide benefits to the retirees during the life of the collective bargaining agreement and the excess funds are depleted, the Trustees shall agree to cease such retiree benefits.

ARTICLE XXXI
SAFETY COMMITTEE

(a) The parties shall establish a Safety Committee.

(b) The parties agree to execute a letter of understanding establishing a safety course for escalator repair and maintenance to be operated under the auspices of the Joint Employment Office of the Elevator Industry.

(c) Each employer agrees to provide mandatory safety training on Company time consistent with applicable laws.

ARTICLE XXXII
ELEVATOR DIVISION RETIREMENT BENEFIT PLAN

(a) The Association and the Union shall maintain the Elevator Division Retirement Benefit Plan ("Plan") which shall be funded pursuant to the terms and conditions of a Trust indenture which is jointly administered by an equal number of Association and Union Trustees.

(b) Every payroll week each Employer shall pay, as its sole and total contribution toward the financing of the Retirement Plan, a sum equal to three percent (3%) of its gross weekly production payroll for all its employees covered by this Agreement.

(c) The Trustees of the Plan shall administer the Plan pursuant to the terms and conditions of a Declaration of Trust which may be amended and which is hereby incorporated by reference.

(d) Each Employer agrees to be bound to the terms and conditions of the Trust and to all lawful actions taken by the Trustees on behalf of the Plan including providing payroll and related records and documents and submitting to audits as the Trustees may request periodically.

ARTICLE XXXIII
SECOND SHIFT MODERNIZATION WORK

(a) Employers may staff modernization work with two (2) five (5) day eight (8) hour shifts when contractually required.

(b) The first eight (8) hour shift employees shall work regular working hours at straight-time pay. The second eight (8) hour shift employees shall be paid regular straight-time pay plus a fifteen percent (15%) differential, except for that work which is performed pursuant to existing contracts and written proposals submitted prior to March 31, 1997, which shall be paid at the regular straight time rate plus a ten percent (10%) differential. Employment on the second shift shall be voluntary. The employees working the first eight (8) hour shift shall not work the second eight (8) hour shift.

ARTICLE XXXIV
SUBSTANCE ABUSE COMMITTEE

The Employer and Local #3 agree that the creation and maintenance of a safe working environment free from drugs, unauthorized controlled substances and alcohol is of mutual concern to the parties, the employees, the employer's customers and the general elevator and escalator riding public. To fully effectuate this goal, Local #3

agrees that each Employer may create reasonable rules and regulations, including without limitation, drug testing based on reasonable cause. Any disciplinary action taken pursuant to such procedure shall be subject to the grievance and arbitration procedures set forth in the collective bargaining agreement.

ARTICLE XXXV
DEFERRED SALARY PLAN

The Employer agrees to participate in the Deferred Salary Plan of the Electrical Industry for all the employees covered by this Agreement, which is administered by the Joint Industry Board of the Electrical Industry, provided however that the Employer shall have no obligation to contribute any monies into such fund.

ARTICLE XXXVI
UPGRADING AND ASSIGNMENT OF APPRENTICES

(a) Whenever the combined number of employees in classifications one (1) through eight (8) and thirteen (13) reaches 75 employees in total on the "active" unemployment list of the Joint Employment Office, an Employer;

(1) may not upgrade or assign an apprentice to perform mechanics work who has not completed his 3rd year in the apprenticeship training program and passed a test to be administered by the Joint Apprentice Training Committee; or

(2) may not lay off a mechanic without first having removed all assigned mechanics work from all apprentices who have been upgraded and assigned to perform mechanics work.

(b) Apprentices who have been performing mechanics work and receiving mechanic's pay prior to November 1, 1993, shall not be subject to or affected by the provisions contained in paragraph (a).

(c) For the purpose of training, each Apprentice shall be assigned to work within the maintenance department fo an aggregate of not less than 200 hours during the course of his/her apprenticeship.

ARTICLE XXXVII
MISCELLANEOUS

(a) Any reference in this Agreement to a male pronoun shall be construed as including the female pronoun.

(b) Gross production payroll shall be defined as the compensation for all hours actually worked by employees covered by this Agreement and shall exclude all payments made to employees not directly related to hours actually worked including but not limited to payments for vacation, annuity, Holidays, personal time off, sick leave, annual bonuses and premium portion of overtime hours. The straight-time portion of all overtime hours however shall be included.

ARTICLE XXXVIII
SUBCONTRACTING OF BARGAINING UNIT WORK

The Employers agree that they will not subcontract bargaining unit work except for the incidental bargaining unit work that the Employers have historically subcontracted. For purposes of this Article, the recent layoffs at The Maintenance Company shall not be deemed bargaining unit work which has been historically subcontracted.

ARTICLE XXXIX
SAFETY

The Employer will not require an employee to seek the assistance of building personnel.

IN WITNESS WHEREOF, this Agreement is signed in New York City this ___ day of____ , 2000

ELEVATOR INDUSTRIES ASSOCIATION, INC.

By: _____
President

By: _____
Chairman, Negociating Committee

LOCAL UNION NO. 1 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

By: Thomas VanCrosdale
Business Manager

By: _____
Business Representative

APPROVED
INTERNATIONAL OFFICE
DEC 14, 2000
This approval does not make any determination of merit to the agreement

SCHEDULE A

Rates of pay for Apprentices as percentage of prevailin-
rate for Job Grade #9 ("A" Elevator Helper):

1st	2nd	3rd	4th	5th	6th	7th	8th
6 mo.	6 mo.	6 mo.	6 mo.	6 mo.	6 mo.	6 mo.	6 mo.
55%	60%	65%	70%	75%	80%	85%	90%

SCHEDULE B

Rates of pay for Stockroom Clerks as percentage of prevailing
rate for Job Grade #12 (Elevator Stockroom Clerk):

1st	2nd	3rd	4th	5th
6 mo.	6 mo.	6 mo.	6 mo.	6 mo.
50%	60%	70%	80%	90%

EXHIBIT "B"

The following Employers are members of the Elevator Industries Association, Inc. for whom we are signing this Master Agreement:

Able Elevator Co.	37-02 27th St., L.I.C., NY	11101
Admiral Elevator	P.O. Box 021004, Bklyn, NY	11201
American Elevator	21-12 44th Drive, LIC, NY	11101
Central Elevator, Inc.	460 West 34th St., NY, NY	10001
Century Elevator Co.	37-39 9th St., LIC, NY	11101
Cesco	4401 So. Clinton Avenue, So. Plainfield, NJ	07080
El Tech Industries	14 Van Cortland Ave. E., Bronx, NY	10468
Flynn Hill Elevator Corp	47-36 36th St., LIC, NY	11101
Higdon Elevator	67 So. Newman St., Hackensack, NJ	07601
The Elevator Man, Inc.	550 West 47th St., NY, NY	10036
Knudson Elevator Corp.	61-02 32nd Ave., Woodside, NY	11377
Martin Elevator Co., Inc	32-37 56th St., Woodside, NY	11377
Millar Elevator Industries, Inc.	620 12th Ave., NY, NY	10036
Morgan Elevator Co.	39-23 29th St., LIC, NY	11101
New York Elevator Co. Inc.	636 11th Ave., NY, NY	10036
Nouveau Elevator Industries Inc. & Nouveau Industries, Inc.	74 Calyer St., Brooklyn, NY	11222
P.S. Marcato Elevator Co., Inc	44-11 11th St., LIC, NY	11101
Pride & Service Elevator Co	118 East 28th St., NY, NY	10016
Republic Elevator Corp.	61-02 32nd Ave., Woodside, NY	11377
The Maintenance Co., Inc.	5-25 51st Avenue, LIC, NY	11101
Transel Elevator, Inc.	127 West 24th St., NY, NY	10036
Tristate Elevator Co., Inc.	511 Fifth Ave., Pelham, NY	10803
Universal Elevator Co., Inc.	631 West 51st St., NY, NY	10019

SCHEDULE C

TOOL LIST

For Repair Mechanics

4 Screwdrivers
1 2 lb. Ball Pein Hammer
1 set nut drivers
1 Gas pliers
2 Channel Locks (to 12")
1 Needlenose pliers
1 diagonals
1 linemens pliers
1 vise grip
1 Adjustable (to 12")
1 set open & box wrenches (to 1")
1 ruler
1 flashlight
1 knife
2 chisels
1 feeler gauge
1 12" level
1 set Allen Wrenches
1 center punch
1 drift pin
1 tin shears
3 files
1 pinch bar 15"
1 extension cord with double socket
1 Stillson wrench 12"
1 hacksaw frame

For Maintenance Mechanics

4 Screwdrivers
1 16 oz. Ball Pein Hammer
1 set nut drivers
1 Gas pliers
2 Channel locks (to 12")
1 Needlenose pliers
1 diagonals
1 linemens pliers
1 vise grip
3 Adjustable (to 10")
1 set open & box wrenches (to 3/4")
1 ruler
1 flashlight
1 knife
1 chisel
2 files
1 set Allen Wrenches
4 sets of jumper cables
1 hacksaw frame
1 Test lamp

EXHIBIT "A"
JOB CLASSIFICATION DESCRIPTION

GRADE "A" ELEVATOR REPAIR MECHANIC

Repair, modernize and install elevators, where skilled mechanical work (even to close tolerances) and intricate control circuits are involved. Plan and execute difficult mechanical and electrical repairs and installations such as the renewal of worms and gears, the wiring, connecting and testing of controllers and other auxiliary electrical equipment, machine babbitting, thrust enewals, motor and controller removal and replacement, modernization. Considerable judgment to analyze correctly the source of failure and proceed with accuracy and dispatch to completion of repairs, especially in emergency shut-downs. Work in field, usually without immediate supervision. Exercise *tact and diplomacy in meeting customers' representatives.*

GRADE "B" ELEVATOR REPAIR MECHANIC

Repair elevators where the work is not to such close tolerances or as skillful as required by Class "A". Make general repairs, eplacements, and adjustments to all types of elevator equipment of varied construction and design. Some standard *operations such as renewal of cables, relining brakes,* rebabbitting of light parts such as overhead sheaves. Perform car safety tests. Tolerances moderately close. Some knowledge of undamental electricity. Work from written or verbal instruc*tions of foreman in the case of repairs of a more advanced* nature. Work in field usually without immediate supervision. Exercise tact and diplomacy in meeting customers' representa- ives.

GRADE "A" ELEVATOR MAINTENANCE MECHANIC

nspect elevators of all types and makes for both mechanical and electrical conditions. Determine cause of faulty operation and indicate nature and general method of overhaul and repair. Make repairs, adjustments and lubricate as necessary to keep equipment in good operating condition, and shoot trouble.

Sketch mechanical details and wiring diagrams as required. Read controller diagrams and circuits, shoot trouble on difficult and complicated jobs referred by lesser skilled mechanics. Check and direct work of lesser skilled mechanics and assist them where necessary. Make further inspection on special investigation on very complicated equipment, recurring troublesome situations on unusual cases as referred by lesser skilled mechanics, or as directed by a technical supervisor. Considerable initiative and high degree of ingenuity required to diagnose defective operation of complex equipment, indicate nature or method of overhaul or repair, make detailed report or recommendations for major changes or requirements. Exercise tact and diplomacy in meeting customers' representatives.

GRADE "B" ELEVATOR MAINTENANCE MECHANIC

Inspect, lubricate, service and shoot trouble on elevator equipment of various types. Determine causes of faulty operation, make repairs and adjustments as needed to keep the equipment in good operating condition. Report nature and requirements for major repairs. Read controller diagrams and circuits, shoot trouble, sometimes referring more difficult jobs to higher skilled mechanics. Make further inspection or special investigation on recurring troublesome situations or unusual cases as directed. Considerable judgment and skill required to determine causes of faulty operations, indicate nature and method of overhaul or repair. Exercise tact and diplomacy in meeting customers' representatives.

GRADE "A" ELEVATOR HELPER

(a) Assist, and work under the instruction of, Grade "A" and Grade "B" Elevator Mechanics. Anticipate to a great degree the sequence of operations and detailed steps to be taken, such as: having the proper tools and equipment at hand when needed; processing with own part of the work without requiring detailed instructions, etc.; clean machines, collect tools for job, obtain material, assist in mechanical operations, such as dismantling machines and reassembly, prepare babbit metal, replace cables, machine parts, etc. Some judgment to perform work efficiently.

Work in coordination with mechanic where errors may cause serious damage or injuries. On some types of work, proceed independently of the mechanic on another part of the same equipment (motor room, shaftway, pit, overhead).

(b) "A" Helpers may work alone and may be assigned daily only by a route mechanic to one or more locations. When working alone, the helper shall be assigned on a day to day basis to one or more job locations. When working alone, the helper may perform only that work which he can perform safely and only such tasks that are within the helper's capabilities. Such tasks shall include 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 and shunts), and replacing door gib inserts. At no time may the number of an Employer's non resident "A" Helpers doing the expanded work in paragraph B exceed 50% of the number of its non resident "A" Maintenance Mechanics.

STOCK ROOM CLERK

Handle parts for elevators, motors, electrical equipment, cables, raw metal stocks, tools, rigging, equipment. Receive and store incoming material, tools and equipment. Check or verify with delivery slips. Select and deliver material, tools and equipment on signed requisitions for shop, service, repair or installation work. Cut off raw material to specified lengths. Check equipment returned for repairs. Report stock and material shortages. Keep records and perform any necessary clerical work in connection with handling stock room equipment. Take spot and regular inventories as required. Keep work areas clean and in good order.

LETTER OF UNDERSTANDING

(Date)

In connection with the negotiations concluded this date between the Elevator Industries Association, Inc. and Local Union No. 3, IBEW, AFL-CIO, it is agreed that so much of Article IV, subparagraph (i) limiting the applicable dates thereof shall not apply to CO-OP City in the Borough of The Bronx, City and State of New York.

ELEVATOR INDUSTRIES ASSOCIATION, INC.

By:_____

LOCAL UNION NO. 3, IBEW, AFL-CIO

By:_____

LETTER OF UNDERSTANDING

(Date)

The Employers agree to terminate all "replacement workers" upon ratification of the agreement.

The parties shall mutually agree to not seek retribution or retaliate against members of either party.

Any pending charges or charges filed before the ratification date shall be heard and acted upon accordingly.

ELEVATOR INDUSTRIES ASSOCIATION, INC.

By:_____

LOCAL UNION NO. 3, IBEW, AFL-CIO

By:_____

LETTER OF UNDERSTANDING

[Date]

The parties recognize that there may be layoffs after the strike and in an effort to fairly address the concerns that members would be laid-off because of strike activity rather than ability and efficiency, we enter into this Letter of Understanding.

The parties agree that they shall create a joint committee to review any disputes or controversies concerning or arising from the alleged failure to recall a striking employee or an employee subsequently laid-off, because of union activity.

The joint committee shall consist of three Local 3 representatives and three EIA representatives. All disputes arising hereunder will be reviewed by the joint committee within ten (10) working days of receipt of written notice by Local 3 to the Elevator Industries Association, care of Martin Elevator.

If a majority of the members of the joint committee reach a decision, such decision shall be binding on Local 3, the Employer and the Employee(s) involved. Such decision shall have the same effect as an arbitration award under New York State and federal arbitration law. If the joint committee should fail to reach an agreement on any case or any matter in dispute, the matter will be subject to arbitration as set forth in Article XII of the Collective Bargaining Agreement.

This Agreement does not waive any rights of any employee and shall not be the only remedy in these disputes.

ELEVATOR INDUSTRIES ASSOCIATION, INC.	LOCAL UNION NO. 3, IBEW, AFL-CIO
By:_____	By:_____

LETTER OF UNDERSTANDING

Local Union No. 3, IBEW and the Elevator Industries Association agree that during working hours, the Shop Steward of each Employer covered by the terms of this collective bargaining agreement, may ask the employees of his Employer to produce proof that the employee is complying with Article XVI of the collective bargaining agreement provided however, that the inquiry shall be conducted in a reasonable and non-confrontational manner which does not disrupt the Employer's operations.

ELEVATOR INDUSTRIES ASSOCIATION, INC.

By:_____

LOCAL UNION NO. 3, IBEW, AFL-CIO

By:_____

LETTER OF UNDERSTANDING

Mr. Christopher Erikson
usiness Representative
ocal Union No. 3, IBEW

November 14, 1993

Dear Mr. Erikson:

This letter is to set forth the Agreement and understanding f the parties regarding exceptions to the terms and conditions f the Agreement. In order to create and preserve work pportunities for elevator mechanics and helpers, the parties gree that the Union, in its sole discretion, may grant excep-ons to the terms of this Agreement under the conditions as set orth herein.

When a Project Agreement requires, or where a private ector contract establishes different terms and conditions than re contained in this Agreement, the Union may, upon request f the Employer involved, grant a concession to meet the equired term. In order to obtain a particular job of any kind, vhich might otherwise be performed by persons not repre-ented by the Union, the Union may grant such concessions as re necessary to enable the Employer to obtain the job.

All Employers shall have the right to request the Union to rant a concession which will permit such Employers to make competitive adjustment to get the job. Such concession(s) if nade, will be granted equally to all Employers who bid on a articular job. The Union may require an Employer to establish roof of the need for such concession and shall have the nilateral right to revoke this privilege if it believes it is being bused.

Very truly yours,

ELEVATOR INDUSTRIES
ASSOCIATION, INC.

LETTER OF UNDERSTANDING

The parties agree to establish a minimum curriculum as pe the Elevator Industry Field Employees Safety Handbook, including, but not limited to the following:

1. Personal Protective Equipment
2. Guardrail & Barricade Requirements
3. Hazard Communication Equipment
4. Vehicle Safety (As Required)
5. Respiratory Protection
6. Welding & Cutting Requirements (As Required)
7. Recognition & Abatement of Unsafe Conditions
8. Lock Out / Tag Out
9. Hoisting & Rigging Requirements (As Required)
10. How to Prevent Common Causes of Accidents
11. *Safe Use of Scaffolds & Ladders*
12. Working Around Asbestos
13. Proper Materials Handling & Storage
14. Fall Protection
15. Electrical Safe Work Practices

Each Employer agrees to provide such training for current employees as soon as practicable, and on a continuing basis for new employees.

Elevator Industries
Association, Inc.

By:_____

Local 3, Union No. 3,
International Brotherhood
of Electrical Workers,
AFL-CIO

By:_____

LETTER OF UNDERSTANDING

Effective retroactively to 1998, the Trustees of the Elevator)ivision Retirement Benefit Plan will approve modifications to his plas as follows:

Normal retirement age shall be reduced from the existing 35 years, to become 62. New reduced pension amounts for arly retirement, down to age 57 shall be established.

A Disability Pension that consists of 75% of the Normal Pension amount, with 10 year eligibility shall be established.

levator Industries Association, Inc.	Local 3, Union No. 3, International Brotherhood of Electrical Workers, AFL-CIO
By:_____	By:_____

LETTER OF UNDERSTANDING

By not later than April 15, 2000 and soon if practicable, the JEO Trustees shall procure a Group Accidental Death and Dismemberment Insurance Policy for the benefit of the Employees covered by this Agreement. The death benefit for an individual will be in the amount of one hundred thousand dollars ($100,000).

Elevator Industries Association, Inc.

By:_____

Local 3, Union No. 3, International Brotherhood of Electrical Workers, AFL-CIO

By:_____

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
REG. U.S.
PAT. OFF.

K 7994
2,100 workers

3 pp
+65
68 pp

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE ELEVATOR INDUSTRIES ASSOCIATION INC.
AND
THE ELEVATOR DIVISION OF LOCAL UNION NO 3, I.B.E.W.

1. Three year agreement from February 24, 2003 through February 26, 2006.

2. Wage increase for all classifications:

2/24/03	3/1/04	2/28/05
3%	3%	3%

3. Annuity/ASBF Contributions:

For classifications 1-5, 7 & 13-17 currently receiving $4.00 per hour, increase contribution by $.50, per hour on 2/24/03 to $4.50 per hour and by an additional $.50 per hour on 3/1/04 to $5.00 per hour for the remainder of the contract period.

For classifications 6,8,9,10,11,12 currently receiving $2.00 per hour, increase contribution by $.25 per hour on 2/24/03 to $2.25 per hour and by an additional $.25 per hour 3/1/04 to $2.50 per hour for the remainder of the contract period.

4. EDRBP:

Increase pension credits from $36 to $40 and make early retirement available at 55 with normal retirement age remaining at 62.

5. Elevator Division of Local Union No. 3, I.B.E.W. Dental Plan to mirror the level of current benefits offered by the Dental Plan of the Electrical Industry as soon as practical.

6. Vacations:

If an Employee is entitled to four weeks of paid vacation, the Employee may take up to three consecutive weeks of vacation during the period of September 15th and May 15th.

7 Additional Holiday:

Martin Luther King Jr.'s Birthday as an in lieu holiday.

8. Change wording in Collective Bargaining Agreement to change day after Thanksgiving to Harry Van Arsdale Jr. Day.

9. Bereavement Days (New Article XL):
An Employee will be entitled to three consecutive days off immediately following the death of a member of the Employee's immediate family, and will be paid at the rate of the Employee's straight time for eight hours for each day off which falls on a weekday.
For the purpose of this provision, the immediate family is defined as the Employee's father, mother, spouse or child.

10. Screening Board:
If an Employee at the "B" repair classification goes before the Screening Board to be upgraded, the decision of the Screening Board will be binding on the Employer, Employee and the Union.

11. Escalator: Article XVIII-A Section (n)
Modify last sentence to read: A team shall perform the escalator work beyond that stated above and the mechanic performing such work shall be paid at the repair rate.

12. Subcontracting to be added to Article XXXVIII:
In such circumstances, the Employers agree that they will give contractors with Local Union #3 I.B.E.W. Collective Bargaining Agreements first consideration in assigning such work.

13. New Article XLI Electra Federal Credit Union:
The Employers agree to permit their Employees to make payroll deductions authorizing payments to the Electra Federal Credit Union. Employees may elect to authorize such deductions during an open period from April 1 to April 30. In no event, shall Employers be required to permit Employees to change their deductions more than once during the calendar year, provided however, that employee shall be permitted to discontinue a payment authorization at any time.

14. Shop Stewards (add to Article XI):
The third step meeting shall be on company time for a period not exceeding one hour and the Shop Steward shall be paid during his attendance at such meeting.

15. Article XVIII-A, (Apprentices):

(m) 1. Change as follows: The parties agree during the first two years of the agreement to bring in a total of not more than 300 Apprentices. The parties agree that upon ratification they shall take such actions as to bring in and make available for immediate hire 150 apprentice candidates. An apprentice candidate must receive an overall ranking score of at least 75 in order to be eligible for referral and hire.

Thereafter, when the number of fully screened apprentice candidates who are available for hire falls below 25, the parties shall take immediate action to complete the process for a new apprentice class of 150 additional apprentice candidates. The Employers agree to actively participate in the screening process to insure that it is completed timely.

(m) 2. Change 2002 to 2005.

16. Increase employer contribution to the J.E.O./J.A.T.C. to 0.65%.

17. The Union and the Association shall instruct their respective trustees to take all necessary steps to establish and conduct a training course for mechanics to prepare them for the private inspector test administered by the New York City Department of Buildings such courses shall be held at least each semester provided there are at least six registries.

18. To be entered into the agreement:

Letter of Understanding

The parties recognize the importance of employees continuing to improve their skill and ability. Therefore, both parties will encourage mechanics to attend appropriate courses provided by the J.A.T.C.

19. Article XXXIII Second Shift Modernization:

(a) Remains the Same
(b) Remains the Same
(c) New Paragraph:
Employees on the first or second shift shall be paid at the rate of time and one half regular straight time pay for all work in excess of (8) hours per day.

This agreement is accepted unanimously by the negotiating committee with a full recommendation for ratification

RATIFIED 2/23/03.

-gks

THEY DON'T MAKE THIS UP FOR THE OTHER JOBS, -JKS 4/23/03.

Hourly Wage and Benefit Calculation

A-MAGET

ENTER CURRENT and PROPOSED	Current	1st year	2nd year	3rd year	Change
Enter Current Wage	$ 27.83	$ 28.66	$ 29.52	$ 30.41	$ 2.58
Enter Wage Increase Percentage		3.00%	3.00%	3.00%	
Enter JIB Pension/Medical Benefit	27.61%	27.61%	27.61%	27.61%	0.00%
Enter Dental Plan Fund	2.00%	2.00%	2.00%	2.00%	0.00%
Enter A.S.B.F.	0.00%	0.00%	0.00%	0.00%	0.00%
Enter Education and Cultural Fund	1.00%	1.00%	1.00%	1.00%	0.00%
Enter Apprentice Training Fund	0.56%	0.65%	0.65%	0.65%	0.09%
Enter NEBF	3.00%	3.00%	3.00%	3.00%	0.00%
Enter Daily Hours Worked	8	8	8	8	
Enter Number of Holidays	11	12	12	12	
Enter Number of Personal Days	1	1	1	1	
Enter Number of Vacation Days	15	15	15	15	
Enter Number of Illness/Injury Days	5	5	5	5	
Enter Annuity/ASBF per Day	32	38	40	40	$ 8.00
Hours in Week (Daily Hours x 5 days)	40	40	40	40	
Hours in Year (52 weeks x Daily Hours)	2080	2080	2080	2080	0
Holidays (Days x Daily Hours)	88	96	96	96	8
Personal Days (# Days x Daily Hours)	8	8	8	8	0
Vacation Days (# Days x Daily Hours)	140	140	140	140	0
Illness/Injury Days (# Days x Daily Hours)	40	40	40	40	0
Total Hours NOT Worked	276	284	284	284	8
Total Hours WORKED	1804	1796	1796	1796	-8
Percent Cost Components					
Holiday Cost	4.88%	5.35%	5.35%	5.35%	0.47%
Personal Day Cost	0.44%	0.45%	0.45%	0.45%	0.00%
Vacation Day Cost	7.76%	7.80%	7.80%	7.80%	0.03%
Illness/Injury Day Cost	2.22%	2.23%	2.23%	2.23%	0.01%
JIB Pension/Welfare Fund	27.61%	27.61%	27.61%	27.61%	0.00%
Dental Fund	2.00%	2.00%	2.00%	2.00%	0.00%
A.S.B.F.	0.00%	0.00%	0.00%	0.00%	0.00%
EDRBP	3.00%	3.00%	3.00%	3.00%	0.00%
Educational Cultural Fund	1.00%	1.00%	1.00%	1.00%	0.00%
Apprentice Training Fund	0.56%	0.65%	0.65%	0.65%	0.09%
Total Percent Fringe	49.47%	50.07%	50.07%	50.07%	0.60%
Dollar Cost Components					
Annuity (Hourly Cost)	$ 4.00	$ 4.50	$ 5.00	$ 5.00	$ 1.00
Total Dollar Fringe	$ 4.00	$ 4.50	$ 5.00	$ 5.00	$ 1.00
Total Labor Cost					
Percent Fringe	$ 13.77	$ 14.35	$ 14.78	$ 15.23	$ 1.46
Dollar Fringe	$ 4.00	$ 4.50	$ 5.00	$ 5.00	$ 1.00
Wage	$ 27.83	$ 28.66	$ 29.52	$ 30.41	$ 2.58
Total Labor Cost	**$ 45.60**	**$ 47.52**	**$ 49.31**	**$ 50.64**	**$ 5.04**
Percent Increases		**4.21%**	**3.77%**	**2.70%**	**11.05%**
Weekly Wage	$ 1,113.20	$ 1,146.60	$ 1,180.99	$ 1,216.42	**$ 103.22**
Weekly Wage plus Benefit	$ 1,823.89	$ 1,900.73	$ 1,972.35	$ 2,025.52	$ 201.63

Total Employee Labor Cost

Hourly Labor\Benefit Cost	$ 45.60	$ 47.52	$ 49.31	$ 50.64	$ 5.04
Amount of Employees	1	1	1	1	0
Total Hourly Labor\Benefit Cost	$ 45.60	$ 47.52	$ 49.31	$ 50.64	$ 5.04

Hourly Labor\Benefit Cost	$ 45.60	$ 47.52	$ 49.31	$ 50.64	$ 5.04
Amount of Employees	1	1	1	1	0
Total Weekly Labor\Benefit Cost	$ 1,823.89	$ 1,900.73	$ 1,972.35	$ 2,025.52	$ 201.63

Per Employee

Yearly Wage (52 Weeks)	$ 57,886.40	$ 59,622.99	$ 61,411.68	$ 63,254.03	$ 5,367.63
Yearly Labor\Benefit Cost	$ 94,842.42	$ 98,837.96	$ 102,562.30	$ 105,327.17	$ 10,484.75

All Employees

Yearly Wage (52 Weeks)	$ 57,886.40	$ 59,622.99	$ 61,411.68	$ 63,254.03	$ 5,367.63
Total Yearly Labor\Benefit Cost	$ 94,842.42	$ 98,837.96	$ 102,562.30	$ 105,327.17	$ 10,484.75

Hourly Wage and Benefit Calculation

A-REPAIR

ENTER CURRENT and PROPOSED	Current	1st year	2nd year	3rd year	Change
Enter Current Wage	$ 29.10	$ 29.97	$ 30.87	$ 31.80	$ 2.70
Enter Wage Increase Percentage		3.00%	3.00%	3.00%	
Enter JIB Pension/Medical Benefit	27.61%	27.61%	27.61%	27.61%	0.00%
Enter Dental Plan Fund	2.00%	2.00%	2.00%	2.00%	0.00%
Enter A.S.B.F.	0.00%	0.00%	0.00%	0.00%	0.00%
Enter Education and Cultural Fund	1.00%	1.00%	1.00%	1.00%	0.00%
Enter Apprentice Training Fund	0.56%	0.65%	0.65%	0.65%	0.09%
Enter NEBF	3.00%	3.00%	3.00%	3.00%	0.00%
Enter Daily Hours Worked	8	8	8	8	
Enter Number of Holidays	11	12	12	12	
Enter Number of Personal Days	1	1	1	1	
Enter Number of Vacation Days	15	15	15	15	
Enter Number of Illness/Injury Days	5	5	5	5	
Enter Annuity/ASBF per Day	32	36	40	40	$ 8.00
Hours in Week (Daily Hours x 5 days)	40	40	40	40	
Hours in Year (52 weeks x Daily Hours)	2080	2080	2080	2080	0
Holidays (Days x Daily Hours)	88	96	96	96	8
Personal Days (# Days x Daily Hours)	8	8	8	8	0
Vacation Days (# Days x Daily Hours)	140	140	140	140	0
Illness/Injury Days (# Days x Daily Hours)	40	40	40	40	0
Total Hours NOT Worked	276	284	284	284	8
Total Hours WORKED	1804	1796	1796	1796	-8
Percent Cost Components					
Holiday Cost	4.88%	5.35%	5.35%	5.35%	0.47%
Personal Day Cost	0.44%	0.45%	0.45%	0.45%	0.00%
Vacation Day Cost	7.76%	7.80%	7.80%	7.80%	0.03%
Illness/Injury Day Cost	2.22%	2.23%	2.23%	2.23%	0.01%
JIB Pension/Welfare Fund	27.61%	27.61%	27.61%	27.61%	0.00%
Dental Fund	2.00%	2.00%	2.00%	2.00%	0.00%
A.S.B.F.	0.00%	0.00%	0.00%	0.00%	0.00%
EDRBP	3.00%	3.00%	3.00%	3.00%	0.00%
Educational Cultural Fund	1.00%	1.00%	1.00%	1.00%	0.00%
Apprentice Training Fund	0.56%	0.65%	0.65%	0.65%	0.09%
Total Percent Fringe	49.47%	50.07%	50.07%	50.07%	0.60%
Dollar Cost Components					b
Annuity (Hourly Cost)	$ 4.00	$ 4.50	$ 5.00	$ 5.00	$ 1.00
Total Dollar Fringe	$ 4.00	$ 4.50	$ 5.00	$ 5.00	$ 1.00
Total Labor Cost					
Percent Fringe	$ 14.40	$ 15.01	$ 15.46	$ 15.92	$ 1.53
Dollar Fringe	$ 4.00	$ 4.50	$ 5.00	$ 5.00	$ 1.00
Wage	$ 29.10	$ 29.97	$ 30.87	$ 31.80	$ 2.70
Total Labor Cost	**$ 47.50**	**$ 49.48**	**$ 51.33**	**$ 52.72**	**$ 5.23**
Percent Increases		**4.18%**	**3.74%**	**2.71%**	**11.00%**
Weekly Wage	$ 1,164.00	$ 1,198.92	$ 1,234.89	$ 1,271.93	**$ 107.93**
Weekly Wage plus Benefit	$ 1,899.82	$ 1,979.25	$ 2,053.23	$ 2,108.83	$ 209.01

Total Employee Labor Cost

Hourly Labor\Benefit Cost	$ 47.50	$ 49.48	$ 51.33	$ 52.72	$ 5.23
Amount of Employees	1	1	1	1	0
Total Hourly Labor\Benefit Cost	$ 47.50	$ 49.48	$ 51.33	$ 52.72	$ 5.23

Hourly Labor\Benefit Cost	$ 47.50	$ 49.48	$ 51.33	$ 52.72	$ 5.23
Amount of Employees	1	1	1	1	0
Total Weekly Labor\Benefit Cost	$ 1,899.82	$ 1,979.25	$ 2,053.23	$ 2,108.83	$ 209.01

Per Employee

Yearly Wage (52 Weeks)	**$ 60,528.00**	**$ 62,343.84**	**$ 64,214.16**	**$ 66,140.58**	**$ 5,612.58**
Yearly Labor\Benefit Cost	**$ 98,790.80**	**$ 102,921.22**	**$ 106,768.06**	**$ 109,659.10**	**$ 10,868.30**

All Employees

Yearly Wage (52 Weeks)	**$ 60,528.00**	**$ 62,343.84**	**$ 64,214.16**	**$ 66,140.58**	**$ 5,612.58**
Total Yearly Labor\Benefit Cost	**$ 98,790.80**	**$ 102,921.22**	**$ 106,768.06**	**$ 109,659.10**	**$ 10,868.30**