



J. P. Heaney
Vice President - Labor Relations
North American Field Operations

SENT BY EMAIL

December 9, 2009

Mr. James Higgins, Jr.
Assistant General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

**Re: Letter of Agreement – Mechanics Employed as Assistant Mechanic
Signed Document**

Dear Mr. Higgins:

Pursuant to our discussion and an email from Michele Ryan, Office Director, attached herewith is the fully executed copy of the Agreement.

In the event there are any questions, please advise.

Sincerely,

A handwritten signature in black ink that reads "J. P. Heaney". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

J. P. Heaney

Enclosure – Letter of Agreement (4 pages including Attachment A)

LETTER OF AGREEMENT
Mechanics Employed as Assistant Mechanic

In consideration of the uncertainty of the current economic conditions and in anticipation of potential instability in employment levels, TKE and the IUEC agree to the following temporary measures effective December 7, 2009.

1. There shall be a classification to be known as "Assistant Mechanic" and that Mechanics may be employed as Assistant Mechanic subject to Article XXII and to the following:
 - a. The wage rate for Assistant Mechanic shall be 80% of the wage rate for Mechanics in the local union where s/he works and the job assignment will be identical to that of a fourth year apprentice;
 - b. The Mechanic, the Mechanic's Business Representative and the Employer signify their agreement to employ an Assistant Mechanic by executing the document attached hereto and identified as "Attachment A". No other agreement is required nor shall any other agreement be recognized by the Parties; and
 - c. When electing Assistant Mechanic status, the Mechanic agrees that s/he shall not be eligible to work as a Mechanic for a twelve-month period. The Agreement may again be renewed at the end of the twelve-month period. An Assistant Mechanic can be elevated to mechanics status during that 12 month period should his/her employer offer the Assistant Mechanic a permanent mechanics position. If the Assistant Mechanic chooses to accept such position, the signed Assistant Mechanic agreement will be rendered void and should the mechanic become unemployed he/she cannot enter into another agreement until the 12 month time period of their Assistant Mechanics agreement expires.
 - d. An Assistant Mechanic can become a temporary mechanic should his/her current employer choose to employ the Assistant Mechanic as a Mechanic for a period not to exceed any ninety (90) day period at the appropriate Mechanics wage rate. Should an assignment as Mechanic exceed ninety (90) days, then the Mechanic shall not be eligible to return to Assistant Mechanic status and Attachment A shall be considered void. An Assistant Mechanic can only be considered for a Temporary Mechanics position provided there are no available Mechanics on the Locals out of work list. Assistant Mechanics and Fourth Year Apprentices shall be equal in terms of selecting Temporary Mechanics.

2. For purposes of hiring, it is agreed that the current language in Article XXII, Par. 1(c)(3) shall be superseded by the following:
 - a. When hiring an experienced Apprentice Helper, and/or Assistant Mechanic from the local open employment list, the Company will first hire those classified as fourth year Apprentices whose names appear on the open employment list. Thereafter, the Company may select and hire or reemploy any Apprentice, Helper or Assistant Mechanic. However, at its sole discretion, the Company may select and rehire or reemploy any Apprentice, Helper or Assistant Mechanic who has previously worked for the Company during the immediately preceding twelve month period, irrespective of the availability of any fourth year Apprentice.

3. For purposes of layoff, it is agreed that the current language in Article XXII, Par. 3 shall be superseded by the following:
 - a. When an Employer makes layoffs, the Probationary Apprentice will be laid off first, thereafter any transient Helper, then any transient Apprentice, then any transient Assistant Mechanic, then any 1st year Apprentice, followed by any Helper who permanently lives in the area and/or any 2nd and/or any 3rd year Apprentice and/or any 4th year and/or any Assistant Mechanic (these 5 classifications shall be combined to be a single classification/pool for the purposes of layoff) at the Employer's sole discretion. The Employer will determine the order of layoff in each classification. Employees laid off shall be paid at the next weekly payroll period following the layoff.

The Temporary Mechanic shall be set back in the same order as mentioned in Article X, Par. 4 prior to layoff of a transient Mechanic, not including temporary transfers referred to in Article XXII, Par. 4, and lastly, those Mechanics who permanently live in the area will be laid off.

4. Article XXII, Par.1 (b) shall include Assistant Mechanic as experienced workmen seeking employment. Applicants seeking employment as Assistant Mechanics shall be identified as such on any referral list.

5. It is agreed that the first sentence of Article XXII par 1 (b) shall be amended to read "The Company shall hire experienced Mechanics, Helpers, Apprentices and Assistant Mechanics who permantaly live in the area, are seeking employment and are qualified to perform the work required by the Company before hiring a transient employee or a new inexperienced employee.

This agreement and all terms and conditions related thereto automatically terminate on July 8 2012, but can be renewed by mutual agreement in writing. Implementation of this agreement and terms and conditions related thereto cannot be introduced or considered in any proceeding except one to enforce this agreement.

For TKE:

J.P. Heaney

For IUEC:

David C. Bryham

Date:

12/8/09

Date:

12/8/09

ATTACHMENT "A"

Assistant Mechanic Agreement

I agree to accept Assistant Mechanic status for twelve (12) months from the date of this agreement. The terms and conditions of employment as an Assistant Mechanic have been agreed upon by the IUEC and my employer and are contained in the Letter of Agreement relating to Assistant Mechanics included in Collective Bargaining Agreement.

Should the terms of the Letter of Agreement for Assistant Mechanic be violated the agreement will immediately become null and void.

Print Name: _____

Signed: _____

Date: _____

Company: _____

Signed: _____

Date: _____

Local Union: _____

Business Representative: _____

Date: _____