

Memorandum of Understanding Furloughs and Flexible Workweeks

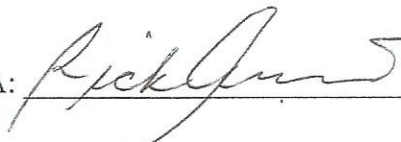

In consideration of the uncertainty of the current economic conditions resulting from the Coronavirus pandemic and in anticipation of potential instability in employment levels, National Elevator Bargaining Association (“NEBA”) and the International Union of Elevator Constructors (“IUEC”) for and on behalf of its affiliated local unions and the IUEC agree to the following temporary measures effective March 23, 2020.

1. Furloughs: A company will first seek volunteers for furlough and will furlough employees who have volunteered before designating employees for furlough. A company will follow Article XXII, Par. 3 of the NEBA – IUEC Collective Bargaining Agreement when designating an employee for furlough, except that probationary Apprentices at the fifty (50) percent wage rate shall be furloughed before probationary Apprentices at the first year Apprentice wage rate. A company will set back Temporary Mechanics before designating employees for furlough. The Company and each Local Union in which the Company operates will establish and keep current a “Furloughed-Employee List.” The Furloughed-Employee List shall be produced to a Company’s Local Office and to the Local Union on a weekly basis or immediately upon request, by electronic means. Employees designated for furlough will be placed on that Company’s Furloughed-Employee List and not on any other open employment or referral list.
 - a. Furloughed employees are eligible for reinstatement. Each Company’s Furloughed-Employee List will serve as that Company’s first source of applicants. When seeking to hire or rehire within a particular local union’s jurisdiction, the Company will first offer reinstatement to individuals on the Company’s Furloughed-Employee list. Companies will not have the right to reject individuals on the Furloughed-Employee list.
 - b. An individual who is offered reinstatement must report for duty within 24 hours of notification.
 - c. A furloughed-employee may waive his/her eligibility for reinstatement by sending written notification to the Company from which s/he was furloughed, after which the individual may be placed on the local union’s open employment list.
 - d. NEBA and the Companies will not take the position that any individual’s status as a furloughed employee is grounds for denying the individual unemployment benefits.

2. Flexible Workweeks:

- a. In lieu of designating the employee for furlough, the Company may schedule an employee for a workweek of less than 40 hours and/or for fewer than five days per week and/or alternating workweeks in any month in Construction, Modernization, Repair and Contract Service. The Company shall not schedule employees to work more than 40 hours per week. The Company shall schedule employees to work no fewer than 80 hours per month in order to maintain benefit eligibility. The requirements of the NEBA-IUEC Collective Bargaining Agreement regarding overtime pay shall remain in effect.
 - b. A company shall be permitted to schedule shift work as set forth in Articles VII, VIII, VIII(A), and IX, or work hours in a "regular working day," as set forth in Article IX, between the hours of 5 A.M. and 12 A.M. on all Construction, Modernization, Repair and Contract Service jobs at straight time pay.
 - c. The four (4) ten (10) hour day workweek defined in Article VII, par. 2 and 2A and Article VIII(A), par. 2 and 2A of the NEBA Agreement may also be utilized in Repair and Contract Service. The company may also establish hours worked on a job site for a two (2) or three (3) ten (10) hour day workweek at straight time pay. The workweeks described in this paragraph may apply to any Construction, Modernization, Repair and Contract Service jobs.
 - d. The Company shall notify the Local Union in writing, by electronic means, within 24 hours of making any changes to work schedules in accordance with the provision of this Memorandum of Understanding.
3. This Agreement supersedes any and all local agreements on the subject of hiring, layoffs or work schedules. Local Travel and Expense Agreements shall not be affected. The Company, the local union, and the employees shall meet and cooperate in establishing any changes to the call-back system necessitated under this MOU in accordance with Article IX of the NEBA-IUEC Collective Bargaining Agreement.

This agreement and all terms and conditions related thereto automatically terminate May 31, 2020, but can be renewed by mutual agreement. 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 NEBA:  For IUEC: 
Date: 3/21/20 Date: 3/23/20