

Short Form Agreement

THIS AGREEMENT made this 14 day of September, 2012, by and between the International Union of Elevator Constructors (hereinafter called "Union") and City of Minneapolis Company (hereinafter called "Employer").

WITNESSETH:

WHEREAS, the said Employer is desirous of employing Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics,

WHEREAS, the Union and its Local Unions have qualified and skilled Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics;

NOW, THEREFORE, it is mutually agreed as follows:

1. That the Employer and the Union mutually agree to be bound by the terms and conditions of the Agreement between the National Elevator Bargaining Association ("NEBA") and the International Union of Elevator Constructors (including any attached Appendices and Letters), effective July 9, 2012 and terminating at midnight on July 8, 2017 (hereinafter referred to as the "NEBA Agreement"), a copy of which is attached and made a part hereof of the same as if they were parties thereto; and the said Employer and the Union herewith adopt the said NEBA Agreement along with this Agreement as and for their collective bargaining agreement; and that all Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics (herein referred to sometimes as "Mechanics," "Helpers," "Apprentices" and "Assistant Mechanics,") hired by the said Employer are to be employed according to the terms and conditions of said NEBA Agreement and this Agreement.

2. The Union claims and the Employer acknowledges and agrees that the Union has supplied proof that a majority of its Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics, have authorized the Union to represent them in collective bargaining with the Employer. The Employer recognizes the Union as the exclusive Section 9(a) bargaining representative of all Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics in his employ engaged in the installation, repair, maintenance, modernization and servicing of all equipment and other work referred to in Articles IV and IV(A) of said NEBA Agreement. The Employer recognizes the Union and its Local Unions as a first source of manpower and will, therefore, use the Local Union as a first source of manpower in accordance with the provisions of Article XXII of said NEBA Agreement.

3. Pursuant to Article XVII of said NEBA Agreement, captioned "Health Benefit Plan," the Employer agrees to continue to pay \$11.025 per hour for each hour of work performed by all Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics in his employ. The hourly contribution rate shall increase upon every wage rate change of each Local Union, in accordance with the following (except as modified by Article V, Paragraph 3 of said NEBA Agreement):

| <u>Effective Date</u> | <u>Amount of Increase</u> | <u>Hourly Contribution Rate</u> |
|-----------------------|---------------------------|---------------------------------|
| January 1, 2013 | \$.85 | \$11.875 |
| January 1, 2014 | \$.85 | \$12.725 |
| January 1, 2015 | \$.85 | \$13.575 |
| January 1, 2016 | \$.85 | \$14.425 |
| January 1, 2017 | \$.85 | \$15.275 |

In addition, the Employer agrees to continue to deduct from the wages of all Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics in his employ the sum of three and one-half cents (\$.035) per hour for each hour worked. Payment of said contribution by Employers and Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics shall be in accordance with the National Elevator Industry Health Benefit Plan and Declaration of Trust.

4. Pursuant to Article XVIII of said NEBA Agreement, captioned "Pension Plan," the Employer agrees to continue to pay \$6.96 per hour for each hour of work performed by all Elevator Constructor Mechanics, Helpers,

Apprentices and Assistant Mechanics in his employ. The hourly contribution rate shall increase upon every wage rate change of each Local Union, in accordance with the following (except as modified pursuant to Article V, Par. 3 of said NEBA Agreement):

| <u>Effective Date</u> | <u>Amount of Increase</u> | <u>Hourly Contribution Rate</u> |
|-----------------------|---------------------------|---------------------------------|
| January 1, 2013 | \$0.50 | \$ 7.46 |
| January 1, 2014 | \$0.50 | \$ 7.96 |
| January 1, 2015 | \$0.50 | \$ 8.46 |
| January 1, 2016 | \$0.50 | \$ 8.96 |
| January 1, 2017 | \$0.50 | \$ 9.46 |

Payment of said contributions by Employer shall be in accordance with the National Elevator Industry Pension Plan and Declaration of Trust.

5. Pursuant to Article XVIII(A) of the NEBA Agreement, captioned "401(k) Annuity," the Employer agrees to pay the amounts set forth below per hour for each hour of work performed by all Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics in his employ, to fund annuity benefits, to the National Elevator Industry 401(k) Annuity Retirement Plan. The hourly contribution rate shall become effective and thereafter shall increase upon the wage rate change of each local, in accordance with the following (except as modified pursuant to Article V, Par. 3 of said NEBA Agreement):

| <u>Effective Date</u> | <u>Amount of Increase</u> | <u>Hourly Contribution Rate</u> |
|-----------------------|---------------------------|---------------------------------|
| January 1, 2013 | \$0.25 | \$ 5.25 |
| January 1, 2014 | \$0.25 | \$ 5.50 |
| January 1, 2015 | \$0.25 | \$ 5.75 |
| January 1, 2016 | \$0.25 | \$ 6.00 |
| January 1, 2017 | \$0.25 | \$ 6.25 |

Payment of said contributions shall be in accordance with the terms of the Plan and Declaration of Trust adopted by the Board of Trustees.

6. Pursuant to Article XIX of said NEBA Agreement, captioned "Educational Fund," the Employer agrees to continue to pay \$0.55 per hour for each hour of work performed by all Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics in his employ. The existing \$0.55 contribution shall remain in place as follows (except as modified by Article V, Par. 3 of said NEBA Agreement):

| <u>Effective Date</u> | <u>Amount of Increase</u> | <u>Hourly Contribution Rate</u> |
|-----------------------|---------------------------|---------------------------------|
| January 1, 2013 | \$ 0.05 | \$ 0.60 |
| January 1, 2014 | \$ 0.00 | \$ 0.60 |
| January 1, 2015 | \$ 0.00 | \$ 0.60 |
| January 1, 2016 | \$ 0.00 | \$ 0.60 |
| January 1, 2017 | \$ 0.00 | \$ 0.60 |

Payment of said contributions shall be in accordance with the terms of the Plan and Declaration of Trust adopted by the Board of Trustees.

7. The Employer hereby adopts and agrees to be bound by the written terms of the National Elevator Industry Health Benefit Plan and Declaration of Trust, the National Elevator Industry Pension Plan and Declaration of Trust, the National Elevator Industry 401(k) Annuity Retirement Plan and Declaration of Trust, and the National Elevator Industry Educational Program and Declaration of Trust, and any amendments thereto, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Employer authorizes the parties to the Trust Agreements to appoint Trustees and successors Trustees to administer the Trust Funds and hereby ratifies and accepts such appointments as if made by the Employer. All payments and contributions shall be forwarded to the National Elevator Industry Benefit Plans, 19 Campus Boulevard, Suite 200, Newtown Square, Pennsylvania 19078-3228. Title to all the monies paid into and/or due and owing to the National Elevator Industry Health Benefit Fund, Pension Fund, Education Fund, National Elevator Industry 401(k) Annuity Retirement Fund and the Elevator Industry Work Preservation Fund, as specified above, shall vest in and remain exclusively in the Trustees of said Funds, respectively. In the event that the Employer sells the company, with outstanding or delinquent contributions owed to said Funds, to another company or person ("Buyer"), the Trustees of said Funds will hold priority liens on the proceeds of the sale in order to satisfy the outstanding or delinquent contributions. The Employer will notify the Buyer of the liens such that the amount of the delinquencies owed to said Funds will be retained by the Buyer and paid directly to said Funds at the time of settlement of the sale of the company.

8. The Employer agrees to allocate from the first year gross increase as set forth in Article V, Par. 2 of said NEBA Agreement, and to continue said payments each year thereafter, for each hour of work performed by each employee covered by this Agreement, a contribution of thirty cents (\$0.30) (except as modified by Article V, Par. 3 of said NEBA Agreement), to be paid and forwarded to the Elevator Industry Work Preservation Fund, c/o National Elevator Industry Benefit Funds, 19 Campus Boulevard, Suite 200, Newtown Square, Pennsylvania 19078-3228. The Employer agrees to be bound to the Declaration of Trust establishing said fund and authorizes the parties to said Declaration of Trust to appoint Trustees in the manner described therein and hereby accepts such appointments.

9. It is understood and agreed that for a violation of a term or condition of this Agreement or the NEBA Agreement the Union shall have the option of either processing a grievance in accordance with procedures which parallel the grievance and arbitration procedures of Article XV of the NEBA Agreement or of filing a suit in the appropriate federal or state court. The Union shall not be required to exhaust the procedures of Article XV before instituting such a suit for a violation of this Agreement or the NEBA Agreement.

10. It is understood and agreed that notwithstanding the no-strike obligation in Article XIV of the NEBA Agreement, in the event the Employer fails to pay wages or vacation pay when due or the Employer is over fifteen (15) days delinquent in making contributions to the fringe benefit funds, the Union shall have a right to engage in a strike against such Employer until such time as the wages or vacation pay is paid or the Employer has paid all amounts due to the fringe benefit funds, including interest and liquidated damages, if any.

11. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site work of the type covered by this Agreement, under its own name or under the name of another, as a Corporation, Company Partnership, or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly, management control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. The Employer shall notify the Union, in writing, of the name and address of any other business entity through which it performs such work or to which it has subcontracted such work.

(a) All charges of violations of this Section shall be considered as a dispute under this Agreement and shall be processed in accordance with procedures which parallel those for the handling of grievances and the final and binding resolution of disputes, as provided in Article XV of the NEBA Agreement. Remedies for violations of this Section shall include requiring an employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the joint trust funds specified in this Agreement any delinquent contributions to such funds including interest and liquidated damages which have resulted from the violations. The Union shall enforce a decision issued pursuant to the grievance and arbitration process only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels. The Union shall not strike to enforce a decision, award, or order issued hereunder in relation to proceedings alleging a violation of this Section. This Section shall not be interpreted to make remedies it specifies unavailable to the Union for violations of other provisions of this Agreement.

(b) If, as a result of violations of this Section, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with this Section, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

12. (a) It shall not be a violation of this Agreement and shall not be a cause for discharge or disciplinary action if any of the Employer's Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics refuse to perform for the Employer any construction, repair, call-back or contract service work that (1) would otherwise have been customarily performed by the striking or locked out Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics employed by a struck or locked out elevator company, and (2) because of the Union strike or lock out, has been farmed out, contracted out or assigned by the struck or locked out elevator company to the Employer pursuant to a direct or indirect arrangement devised by the struck or locked out elevator company with the Employer to enable it to meet its contractual obligations. This provision shall not apply to work which the Employer has customarily performed for a struck or locked out elevator company. However, if the volume of such work increases in contemplation of a strike or lock out or during a strike or lock out then this provision shall apply.

(b) In the event the Union makes a good faith determination that the Employer has requested Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics to handle any of the work described in paragraph (a) above, the Union, in addition to other rights and remedies the employees and the Union have under this Agreement or the law, shall have the right, in its discretion, to terminate this Agreement forthwith by giving written notice to the Employer. Any dispute over the application or interpretation of this paragraph shall not be subject to the grievance and arbitration procedures under Article XV of the 2012-2017 NEBA Agreement.

(c) The Employer agrees that at least 72 hours before undertaking for a customer, such as an owner, his agent, or a general contractor, the performance of construction, repairs, call-back or contract service work, that would otherwise have been customarily performed by the striking or locked out Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics employed by a struck or locked out elevator company, the Employer shall notify the local union and the Regional Director of the Union in its area in order that they may investigate to determine whether the circumstances are such that the Employer would be an ally of a struck or locked out elevator company if it performed such work. The Employer further agrees to furnish to the Union full and complete information as to the circumstances of obtaining the work before starting the job and to supply additional information if requested by the Union after the work begins. It is not the purpose of this provision to discourage Employers, who are not acting as an ally of struck or locked out elevator company, from performing work for the customers of a struck or locked out employer.

(d) In the event that the Employer fails to give notification to the local union or the Regional Director of the Union in its area, or to furnish requested information, the Union, in addition to the other rights and remedies the employees and the Union have under this contract or the law, shall have the right in its discretion to terminate this Agreement forthwith by giving written notice to the Employer. Any dispute over the application or interpretation of this paragraph shall not be subject to the grievance and arbitration procedures parallel to those under Article XV of the 2012-2017 NEBA Agreement.

(e) It is agreed that this paragraph of this Agreement is severable and that if any part of this paragraph should be held invalid or inoperative by any competent authority of the Executive, Judicial or Administrative Branch of the Federal Government, the remaining paragraphs and remainder of this Agreement, or the application of such paragraph or paragraphs to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby, and the parties shall have the authority to suspend the operation of such provision during the period of its invalidity.

13. At the option of and request of the Union, an Employer who is delinquent in wages or fringe benefit contributions shall furnish a bond of an agreed upon form issued by a surety company approved by the applicable state insurance department (or a cash bond, if a surety bond cannot be obtained) to guarantee the payment of the wages or fringe benefit contributions required by this Agreement and the NEBA Agreement. The amount of the bond shall be a minimum of \$25,000.00 and in accordance with the following schedule:

| <u>Average Number of Employees</u> | <u>Amount of Bond</u> |
|------------------------------------|-----------------------|
| 1 to 5 | \$ 25,000 |
| 6 to 10 | \$ 50,000 |
| 11 to 15 | \$ 75,000 |
| 16 to 20 | \$100,000 |
| 21 to 30 | \$125,000 |
| 31 to 40 | \$150,000 |

14. This Agreement and the parties' obligation to be bound to the terms and conditions of the July 9, 2012 - July 8, 2017 NEBA Agreement shall continue until midnight on July 8, 2017. Should either party fail to give written notice of modification or termination to the other party at least 60 (sixty) days prior to July 8, 2017, this Agreement and the parties' obligation hereunder to be bound by the terms and conditions of the July 9, 2012 - July 8, 2017 NEBA Agreement shall continue in force and effect until such time as a successor Agreement is entered into by NEBA and the IUEC, at which time the Employer and the Union shall by virtue of this Agreement, be bound by the terms and conditions of said successor NEBA Agreement for its duration; provided, however, that if no successor NEBA Agreement is reached, the obligation to continue to be bound to the terms of this Agreement and the July 9, 2012 - July 8, 2017 NEBA Agreement shall cease on July 8, 2019.

FOR THE INTERNATIONAL UNION
OF ELEVATOR CONSTRUCTORS:

FOR THE EMPLOYER:

IUEC # 9
LOCAL
By: David M. Caserol
Business Manager

CITY OF MINNEAPOLIS
COMPANY
250 S. 4TH STREET MINNEAPOLIS MN 55415
ADDRESS
By: Timothy O. Giles 9/23/15
TIMOTHY O. GILES
PRINT NAME