SCHINDLER ELEVATOR CORPORATION AND INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

SETTLEMENT AGREEMENT REGARDING 9700 ESCALATOR

In full and final settlement of issues in dispute between Schindler and the IUEC over the Schindler 9700 Escalator, including Grievance No. 6-33 filed on or about July 25, 2011, Schindler and the IUEC agree as follows:

1. Agreement on work to be done in the field by Elevator Constructors:

Balustrade Brackets, Balustrade Clamp Support Brackets, Balustrade Clamps and Balustrade Clamp Channels. Units may be shipped from the factory with Balustrade Brackets, Balustrade Clamp Support Brackets and Balustrade Clamps attached but not aligned. Units will be shipped with the Balustrade Clamp Channels not placed in the Balustrade Clamps. Schindler will issue written instructions directing field employees that Balustrade Clamp Support Brackets and Balustrade Glass Clamps must be loosened and aligned in the field by Elevator Constructors.

Switches. The parties agree that the local practices regarding installation of switches that are in place on December 14, 2004 will continue to be observed.

Floor Plates. Floor Plates will be installed in the field by Elevator Constructors.

Upper and Lower Combplates. Units may be shipped with Upper and Lower Combplates attached, but they are to be removed and reinstalled in the field by Elevator Constructors.

Stanchions. Stanchions on the upper and lower ends of the unit to which Balustrade Clamps are attached will not be attached by tack welds prior to shipping to the field and will be aligned in the field by Elevator Constructors.

Skirts on the Upper and Lower Curved Sections. Units may be shipped with Skirt Panels on the Upper and Lower Curved Sections attached, but Schindler will instruct field employees that Skirts on the Upper and Lower Curved Section are to be removed in the field and installed by Elevator Constructors. Schindler may continue to ship units with skirts on the incline sections preinstalled and permanently aligned. Skirts on the incline sections will not be removed in the field.

Skirt Brushes. The work of locating and cutting all slots/holes for mounting skirt brushes will be performed in the factory. Skirt brushes and their mounting apparatus will be installed in the field by Elevator Constructors.

2. Additional violations not preassembled on the previously disputed 9300 Escalators.

Balustrade Brackets.

Balustrade brackets may be shipped attached but not aligned. Final attachment and alignment of balustrade brackets to be done in the field by Elevator Constructors.

Handrail Idler Sheaves.

Handrail Idler Sheaves may be removed and reinstalled in the field during installation of the handrail with final attachment and alignment to be done in the field by Elevator Constructors.

Decking/Splice Plates.

Splice plates will be shipped unattached with final attachment and alignment to be done in the field by Elevator Constructors.

Extended Wiring from Junction Boxes.

The extended wiring from the junction box to the remote controller, in the form of cables or separate wires, may be connected at one end in the factory, however, that the other end of such extended wiring is not prepared for connections. This work to be done in the field by Elevator Constructors.

Installed and Wired Demarcation Lights, Error Displays and Direction Arrows.

Parties agree that local practices regarding all indicator switches as of December 14, 2004 will continue to be observed.

Newels/Support Plates and Brackets.

Newels/reversing station to be installed and aligned in the field by Elevator Constructors (See Attachment A with "Newel/Reversing station" label). The newel base plate may be factory welded (See Attachment B with "Pre-installed Newel Bracket" label)

- 3. The parties recognize that from time to time a customer may require specifications that necessitate deviations from the work described in this settlement. In such cases, where such special conditions warrant deviation of this agreement, the parties upon mutual agreement may negotiate a remedy to resolve such issues as provided for in Article XXVI of the current CBA.
- 4. In full and final settlement of issues in dispute between Schindler and the IUEC over the Schindler 9700 Escalator, including Grievance 6-33 for preassembly of the above listed items, Schindler agrees to pay eighteen thousand dollars (\$18,000).

AGREED:

James K. Bender, II

Date: 7/18/2016

AGREED:

Jathan E. Van Winkle



