

# ELEVATOR WORK

101

## **Agreement between the Elevator Manufacturers' Association and the Elevator Constructors' Union No. 1, of New York.**

The elevator constructors trade jurisdiction is defined as follows:

All labor necessary for the installation, repair, and dismantling and care of elevator and dumbwaiter apparatus used in any manner for their complete and safe operation as follows: The erecting and assembling of all elevator and dumbwaiter machinery; viz., all hydraulic, steam, electric, belt, compressed air and hand power parts, assembling and erecting escalators, moving stairways, moving platforms, lowerators, conveyors, theatre, stage and curtain elevator machinery, organ consoles, and orchestra elevators, inclinators, "Elevettes," the assembling of all wood or metal cars or cabs complete, erecting all wood or metal guides, the setting of all elevator pressure, open or pit tanks or pans, the setting of all elevator pumps (where pumps arrive on any job in parts, they are to be assembled by members of said union). All electric work connected with cars, machinery and shafts; all wiring and conduit inside the main line feeder terminals on machine controller in any way connected to or affecting the operation of the elevator; all grating, counterweight screens, overhead work, either of wood or iron, and necessary blocking under same; the setting of all templates; the erecting of all electrical or mechanical automatic or semi-automatic gates complete; Meeker fireproof doors; the installation of the complete system and the devices for the opening or closing and automatic locking of elevator and shaft gates and doors. Electrical door contact devices, air cushions, all signals and indicators, foundations either of wood, iron or concrete that would take the place of masonry, the digging and drilling of all holes and sinking of all casing, cylinders and pistons for plunger elevators, all hoisting, lowering and handling of the above material, the care of all pumps and elevator machinery, the running of all temporary cars in buildings in the course of erection, in accordance with the agreement of April 11, 1913, between the United Portable Hoisting Engineers, Local No. 403, and the Elevator Constructors' Union No. 1. It is agreed that concrete foundations, gates, overhead grating, pit pans, and wrecking or dismantling of elevators may be sublet.

### **101a**

-This work is now being done by the elevator manufacturers as indicated in agreement dated November 26, 1960 between the Elevator Manufacturers Association and the International Union of Elevator Constructors, Local No. 1.

Section III, Paragraph B-Maintenance of Elevators in Temporary Operation.

"The Employer shall have the unquestioned right to accept contracts from owners, contractors and others to provide maintenance of uncompleted elevators during the period of their temporary operation. The Employer shall, as between the Employer and the Union, have the exclusive right to provide such maintenance. The selection and assignment of Employees and Supervisors to such maintenance on uncompleted elevators and the control of such work shall be solely within the discretion of the Employer. Employees assigned to such work shall be paid at the rate of pay for construction workers established by this contract."

### **ALSO**

In the agreement effective July 1, 1960 between the Building Contractors and Mason Builders Association

of Greater New York and the Investing Builders Association AND the international Union of Elevator Constructors, Local No. 1, Paragraph 5 reads as follows:

"The 'maintenance of all elevators operated for temporary use during construction, shall be exclusively the work of the elevator manufacturer under the provisions of Section III (B) (entitled "MAINTENANCE OF ELEVATORS IN TEMPORARY OPERATIONS") of the contract between New York Elevator Manufacturers' Association and Elevator Constructors Union Local No. 1, which contract runs to June 30, 1963."

#### **101-2a**

**-Temporary personnel-material hoists, erection of.**

Elevator Constructors, Local No. 1 vs. Carpenters District Council and Structural Iron Workers - 860 United Plaza, 48th and 49th Streets and First Avenue, New York City.

The work presently within the jurisdiction of the Elevator Constructor on permanent elevator installations shall be performed by the Elevator Constructor on the erection of temporary personnel -material hoists including the gate and its electrical contact.

The assembling of the cab enclosures is the work of the Carpenter. The tower is the work of the Carpenter and Iron Worker in accordance with their present understanding. -Decision of the Executive Committee, May 20,1964.

#### **101-3a**

**-Temporary Personnel/Material Hoist (Alimak) Rack and Pinion, Installation of.**

Elevator Constructors Local No. I vs. Carpenters District Council - --80th Street and York Avenue, New York City.

The total initial installation shall be performed by a composite crew consisting of one Elevator Constructor and one Carpenter. If, at the discretion of the Employer, a third man is required, this man will be an Elevator Constructors' Helper. If, at the discretion of the Employer, a fourth man is required, this man shall be a Carpenter.

All jumping of the tower thereafter shall be performed by Carpenters. -Decision of the Executive Committee, October 13, 1971.

#### **101 3-b**

**The Operation of a Dual Personnel/Material Hoist Transporting Both Labor and Material.**

Elevator Constructors Local No. 1 vs Operating Engineers Local 146205 E. 45th Street, Random House.

The Board of Arbitration reviewed the transcript of Green Book Decision 129 and determined that based on Technological Advances approved by the NYC Board of Standards and Appeals authorizing the use of a dual personnel/material car, that Green Book Decision 129 is not applicable to the case before the Board.

The Arbitration Board finds that where there is a dual personnel/material car transporting both labor and material:

The first car shall be operated by Local 14 Operating Engineers The second car shall be operated by Local 1 Elevator Constructors Additional dual personnel/material cars shall be operated on a rotating basis; the third dual personnel/material car shall be operated by a Local 14 Operating Engineer, the fourth car by Local 1 Elevator Constructors, etc. etc.

Decision of the Arbitration Board August 27, 2002.

This decision was appealed to the National Plan For The Resolution of Jurisdictional Disputes. A hearing was held in Washington, D.C. on September 12, 2002.

The National Plan overturned the decision of the New York Arbitration Panel and made a new award:

Based on local prevailing practice, in the event the employer operates a mixed-use car, the Elevator Constructors shall operate the car during those portions of the day when the principal use of the car is for transporting personnel. The Operating Engineers shall operate the car during those portions of the day when the principal use of the car is for transporting construction materials. The two crafts are directed to work closely with the employer to minimize any inefficiencies and to avoid double-manning situations.

#### CONCLUSION

This dispute demonstrates the need for the parties in New York City to redouble their efforts to reach an efficient jurisdictional division of the hoist and elevator work. I do not reach this jurisdictional award because I believe it to be a good result, or because I am in any way reluctant to declare a clear "winner" or "loser" in this case by awarding all the disputed work to a single craft. I make this award because it is the only result that accords proper respect to the collective bargaining process. In this instance, both unions have collective bargaining agreements with the same multi-employer association, CAGNY. The problem of the mixed-use hoist assignment clearly is recognized by all the parties, and has been raised in the context of contract negotiations. For whatever reason, the parties have not negotiated a solution to the matter.

Although I understand and sympathize with the New York Panel's impulse to impose what it viewed as a more rational solution to the jurisdictional turf battle, the practical result of the Panel's award is a significant re-writing of the collective bargaining agreements between the two unions and CAGNY. As such, the award resembles interest arbitration, which was neither requested by the parties nor is authorized under either the New York Plan or the National Plan. To the extent that the parties believe there is a jurisdictional "problem" with the operation of mixed-use hoists on building construction projects in New York City, it is a problem of the parties' own making, and theirs to solve—either by reaching a new jurisdictional arrangement themselves at the bargaining table, or by mutually seeking the assistance of an outside party to create new ground rules for them. Decision of Paul Greenberg, Arbitrator, Washington, D.C., September 23, 2002.

The New York Arbitration Panel reviewed the National Plan Decision and determined that the National Plan Decision on this scope of work shall be project specific and entered into the Green Book as such, December 9, 2003.

**101 3-c**

**ELEVATOR CONSTRUCTORS LOCAL 1  
AND**

## **OPERATING ENGINEERS LOCAL 14-14B**

### **OPINION AND AWARD**

In accordance with the New York Plan for the Settlement of Jurisdictional Disputes, an Arbitration Panel was appointed to hear and decide a jurisdiction dispute between the above-named Unions, involving the operation of Hoist for Personnel and Materials (also known as a Joint Venture Car) at the construction locations of 310 West 51<sup>st</sup> Street and 1880 Broadway (contractors respectively Tishman Construction and Bovis Lend Lease).

The members of the Panel of Arbitrators were Daniel Grund, Sal DiLorenzo, Angelo Lopes, Sal Russo, and the Undersigned as Chairman.

A hearing was held on March 4, 2006 at which time representatives of the above Unions appeared and were afforded full opportunity to offer evidence and argument and to examine and cross-examine witnesses.

There are five “joint venture” hoists involved at the two locations. A “joint venture” car transports both personnel and construction material, together and separately. Hence the terminology “joint venture hoist.”

The contractors assigned the operation of those hoists to operators from Local 14-14B. (A sixth hoist, not involved in this dispute, and used exclusively to transport personnel has been assigned to Local 1, and there is no dispute that that hoist belongs in the jurisdiction of Local 1.)

Local 1 claims that whenever a joint venture transports personnel (with or without construction material) its operation belongs to Local 1 and that therefore the exclusive assignment to Local 14-14B is improper.

Local 14-14B argues contrariwise, asserting that the instant assignment is properly within its jurisdiction and it has accepted that assignment from the contractors.

The authority and purpose of this Arbitration Panel is precisely defined by the New York Plan. It is not for the Panel to legislate a solution it deems appropriate, nor may the Panel ignore the standards set forth in the Plan and substitute its own judgment for what it thinks the parties should agree to or order other arrangements it may deem equitable.

Rather, the Plan specifically sets forth the Panel’s limited authority and the evidentiary standards upon which its decision must be based. The Plan reads in pertinent part:

“The Arbitration Panel shall be bound by Green Book decisions...or where there are none, International Agreements of record between the trades. If none of those apply for any reason...the Arbitration Panel shall consider the established trade practice in the greater New York geographical area.”

It is undisputed that there are no International (or National) agreements of record applicable to this case.

Though Green Book decisions are cited, the Panel has determined that they are not applicable either. Local 1 cites and relies on Green Book Decision 101 3b, and more specifically the Arbitration Award of Arbitrator Greenberg which generated that Decision, Greenberg ruled:

“...in the event the employer generates a mixed-use car, the Elevator Constructors shall operate the car during those portions of the day when the principal use of the car is for transporting personnel. The Operating

Engineers shall operate the car during those portions of the day when the principal use of the car is for transporting construction materials...”

Recognizing what Greenberg termed a “turf battle,” he opined that it was “of the parties own making” and urged them to resolve it by direct negotiations and collective bargaining.<sup>1</sup>

The Panel deems the Greenberg decision inappropriate to the facts in this case. Unlike the facts before Greenberg, the instant case does not present facts that separate the transporting of personnel and material, whereas under the facts before Greenberg, it was possible and logical for him to apportion the work separately to each Union. But here, the work on the hoists is and has not been separated, but rather both personnel and material are hoisted together—hence the joint venture hoist.

In short, the Greenberg decision which provided for the use of hoists at different times and respectively for either material or personnel (but not together) is simply not what is happening in the matter before us. And indeed, though Local 1 cites the Greenberg decision, we do not find that Local 1 seeks an Award in this case which would so separate the use of the hoists. Rather, Local 1 claims jurisdiction of a mixed-use car, when and if personnel are transported as they are now, along with construction material.

So for those reasons, the Greenberg Green Book decision is not precedential here.

Local 14-14B also cites various Green Book decisions, but the Panel is not persuaded that they apply to “Joint Venture” hoists, but rather to other types of hoisting equipment.

In the absence of Green Book decisions the Panel is mandated to next consider established or prevailing practice in the Greater New York geographical area.

Based on the record before us we find three sets of “practices,” one of which in our judgment meets the test of a “practice in the New York geographical area,” within the meaning and intent of the Plan.

The first is or has been what we choose to refer to as an “accommodation practice.” To maintain uninterrupted productivity and to avoid jurisdictional disruptions, employers and the two Unions have shared the hoist work. They have done so in various ways, including double or multi-manning of a hoist by a Local 1 operator and a Local 14-14B operator, respectively one hour on and one hour off for each, during a regular shift. This has meant employment of two operators when only one is needed, and frankly is viewed by the employers as “featherbedding.”

Another arrangement has been to designate one hoist exclusively for personnel and another for material, with no mixing of the two, and to assign them respectively to Local 1 and 14-14B. This does not double or multiply on employers’ manning costs, but it restricts the managerial use of each hoist for either material or personnel. Another arrangement is or has been to make all the hoists joint venture cars, but assign them respectively and alternatively to Local 1 and Local 14-14B and require each to transport both personnel and material.

From the record before us, the Panel is not persuaded that any of these arrangements constitute a valid resolution to this jurisdictional problem within the intent and meaning of the Plan. Indeed, neither Union seek any of these arrangements from our decision, and it is clear from the testimony of witnesses associated with the employers that the employers object to these arrangements as unjustifiably costly, inefficient and restrictive on managerial rights. The Panel agrees that the arrangements should not be perpetuated nor do we think the Plan intended them as “practices” to be codified into Green Book decisions.

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<sup>1</sup> The record discloses that a subsequent effort to do so proved unavailing.

The next “practice” we see is whether and where an operator from Local 1 or an operator from Local 14-14B are or have been operating “joint venture” hoists, carrying both material and personnel, and are or have been doing so without participation of or the sharing in any form by an operator from the other Union. There is evidence in the record of that type of work by both Unions. However, the evidence by Local 1 is virtually exclusively in the State of New Jersey. But the evidence adduced by Local 14-14B cites 25 instances (hoists) in New York City when joint venture hoists, carrying material and personnel are and have been operated by a Local 14-14B member without the presence or participation of a Local 1 operator and without evidence of objections or grievances by Local 1. However, the reference in the Plan to the New York Metropolitan geographic area, does not include New Jersey, where the New York Plan is not operative because parties in that state are not covered by the New York Plan. In sum, it is the practice in New York City, engaged in by Local 14-14B, that is probatively determinative in this case.

Finally, the Panel wishes to make clear that it does not have the authority to determine whether the use of “joint venture” cars, carrying both material and personnel is in compliance with applicable construction rules and regulations. We must assume that all parties to the work and the work methods are in compliance leaving any question thereof to the proper regulatory agencies.

### **AWARD**

The operation of joint venture hoists that transport both personnel and construction material is the work of Operating Engineers Local 14-14B.

The operation of a hoist exclusively used to transport personnel remains the work of the Elevator Constructors, Local 1.

Signed Eric J. Schmertz, Chairman.

DATED: April 7, 2006

On March 29, 2006, the Elevator Constructors Local 1 filed an appeal to the National Plan for the Settlement of Jurisdictional Disputes.

I have reviewed the response of Eric J. Schmertz, the Chairman of the New York Arbitration Panel to my letter of remand in the above-referenced case and the supplemental submissions of the IUEC and the IUOE. Based on the response from Chairman Schmertz, I have concluded that the Panel did address the criterion of established trade practice in the industry and prevailing practice in the locality and, based on the evidence submitted to the Panel, determined the evidence favored an award to the IUOE.

I am cognizant of the claims of the IUEC and the evidence considered by the Panel in rendering its decision was erroneous and that new evidence, including subsequent statements in trade publications, belie the Panel’s finding of prevailing practice in the locality. The IUEC urges me to Grant the appeal so that it can address the alleged deficiencies in the evidence before a National Plan Arbitrator.

Article X, Section 4, of the Procedural Rules of the National Plan, however, limits the evidence a National Plan Arbitrator may consider to “that which was presented at the recognized local Plan for the settlement of jurisdictional disputes.” The place for the IUEC to submit evidence in support of its position of prevailing practice and to challenge the IUOE’s evidence was, therefore, before the New York Panel because on appeal the IUEC would not be able to present new evidence. For example, the IUEC would be precluded from presenting new evidence regarding the 25 jobs relied on by the IUOE to establish prevailing practice in the locality. The issues of whether the case should be reopened to allow the IUEC to present its claimed new

evidence or whether the decision should be applied to the particular jobs in question (like the Greenberg decision) or area-wide, are matters for the New York Plan to address.

For these reasons, and the reasons set forth in my letter of April 28, 2006, I find that the New York Panel addressed the criteria of the National Plan, set forth the bases for its decision and explained why higher-ranked criteria were not deemed applicable. As a result, I deny the IUEC's request to refer its appeal to a National Plan Arbitrator.

Sincerely,

Richard M. Resnick  
Administrator and Counsel to the Plan

cc: Louis J. Coletti – New York Plan Administrator

### 102

**-Pumps, In connection with elevators, assembling of.**

International Association of Machinists, District Council No. 15, vs. Elevator Constructors and Millwrights' Union No. 1.

Relative to the assembling of pumps in connection with elevators, after carefully considering the evidence presented, we find: I bat the work in question belongs to the elevator constructors. We are sustained in this conclusion by the decision of the American Federation of Labor in according the setting and assembling of all pumps, where pumps arrive on jobs in parts, to the elevator constructors. -Decision of Special Arbitration Board (James J. Daly, George Reed, James P. Archibald, W. C. Bentley), July, 1904.

### 103

**-Elevator work, cabs, made of iron, erection of.**

Housesmiths vs. Elevator Constructors and George A. Fuller Co. -Trinity Building.

The complaint of the housesmiths is dismissed. -Decision of General Arbitration Board, April 4, 1905.

### 104

**-Counterweight guards, erection of.**

Elevator Constructors and Millwrights, Union vs. Housesmiths and Bridgemen's Union and Post & McCord-Fisher Building. The work of erecting counterweight guards on the Fisher Building is in possession of the Elevator Constructors and Millwrights' Union. -Decision of Executive Committee, October 25, 1905.

### 105

**-Doors, Meeker, fireproof, hanging of.**

Housesmiths and Bridgemen's Union vs. Elevator Constructors and Millwrights' Union and Elevator Supply and Repair Co. -Wanamaker Building.

The erecting of "Meeker" fireproof doors belong to the Elevator Constructors and Millwrights Union. - Decision of Executive Committee, October 25, 1905.

## **106**

### **-Material for, handling of.**

Riggers' Protective Union vs. Elevator Constructors and Millwrights' Union.

Wherever the elevator manufacturers handle their own material, it shall be done by elevator constructors, but where that material is delivered and put in the building by the truckmen, that work shall be done by the riggers. Decision of Executive Committee, February 14, 1908.

## **107**

### **-Repair work on elevators.**

Elevator Constructors vs. A. B. See Elevator Company.

The A. B. See Elevator Co. is directed to employ members of the recognized Elevator Constructors' Union on repair work. -Decision of Executive Committee, March 17, 1909.

## **108**

### **-Lowerators, erection of.**

Elevator Constructors' Union vs. Machinists' Union -Depew Building, Canal and Brunswick Sts.

The work in question is in the possession of the elevator constructors - Decision of Executive Committee, August 18, 1909.

## **108a**

### **Lifts, vertical, for trays, erection of.**

Carpenters' District Council (Millwrights) vs. Elevator Constructors, Local No. 1 - Metropolitan Life Building, Fourth Avenue and 25th St., New York, N. Y.

The complaint is dismissed. -Decision of Executive Committee, April 22, 1932.

## **109**

### **-Elevator work, air lines used for supplying power to gate-operating devices, running of.**

Steamfitters vs. Elevator Constructors -Lord & Taylor Building.

The complaint is dismissed. -Decision of Executive Committee, December 26,1913.

## **110**

### **Cabs, made of wood, assembling of.**

Carpenters vs. Elevator Constructors-Lord & Taylor Building.

The complaint of the carpenters against the elevator constructors, referring to the assembling of elevator cabs in

the Lord Taylor Building, is dismissed. -Decision of Executive Committee, January 5, 1914.

## **110a**

**-Cabs, bronze, ornamental, removal and installation of.**

Elevator Constructors vs. Iron Workers and William H. Jackson -Fulton St. and Broadway.

The work of installing the cabs in question is in the Session of the Elevator Constructors. -Decision of Executive Committee, January 9, 1922.

## **110b**

**-Elevator Cabs, Glass Panels, Installation of.**

Glaziers Union Local 1087 vs. Elevator Constructors Union Local 1. -466 Lexington Avenue, New York City.

The Executive Committee finds that the installation of glass panels which are an integral part of the elevator cab is the work of Elevator Constructors Union Local I. -Decision of the Executive Committee, September 15, 1981.

## **111**

**-Indicator disc, Installing of.**

Thompson-Starrett Co. vs. Elevator Constructors -Equitable Building.

Indicator discs should be installed by elevator constructors. Decision of Conference, January 25, 1915.

## **112**

**-Door opening devices.**

In the matter of Electrical Contractors' Association and the Electrical Workers' Union No. 3 vs. Elevator Manufacturers' Association and the Elevator Constructors' Union No. 1.

Question: Jurisdiction on electrical work of elevator door opening devices on elevator openings of the Army Base Building, 59th St. and 1st and 2nd Aves., Brooklyn.

This matter was considered by the Executive Committee of the Board of Governors, March 26, 1919, when the Elevator Supplies Co. was accused by Electrical Workers' Union of doing electrical work on door opening devices at the above named building.

Complaint was dismissed. The matter was reconsidered by the same body on April 21, 1919, and referred to Special Arbitration Board.

I have carefully considered all the evidence and history of this case. Both parties claim their trade as a composite trade involving parts of other trade divisions.

Having in mind (a) the development of the elevator constructors trade and the relation that these door opening devices have to safety, proper operation of the elevator, and the inter-relation of these devices to the elevator operating mechanism;

(b) The previous agreement made between the Elevator Constructors' Union and the Electrical Workers'

Union Local No. 3, in which it is admitted that certain electrical work is properly a part of the Elevator Constructors' Union;

(c) The evidence produced by Elevator Constructors' Union and the failure Of evidence produced by the Electrical Workers' Union as to possession and the general ruling by the Arbitration Plan on possession;

(d) That while it is true the device considered was nonexistent at the time of the Tucker decision, said decision enunciated a general principle on devices having to do with the proper operation of the elevator, and I would state that in my opinion the device in question is essentially linked up with the safe operation of the elevator.

Taking all these elements into consideration, my decision is that this specific work properly belongs to the Elevator Constructors' Union, Local No. 1, as they are and have been in possession and that the work is distinctly associated with, and related to, the proper and safe operation of elevators. Decision of Special Arbitration Board (W. S. Timmis, chairman), August 14, 1919.

### **112a**

#### **-Wiring, In connection with elevator installation.**

Electrical Workers vs. Elevator Constructors and Atlantic Elevator Co. -Westinghouse Building, Liberty St. and Broadway.

The testimony shows that the electricians will run the feed wires to a motor generator starter, which is equivalent to the point provided for in the agreement (between the unions), inside of which point the work is part of the elevator installation; therefore, the complaint is dismissed. -Decision of Executive Committee, November 20, 1923.

### **112b**

#### **-Lifts, erection of.**

Elevator Constructors' Union vs. Housesmiths Union, Local No. 52 -Paramount Theatre Building, 43rd and 44<sup>th</sup> Sts. and Broadway.

The Committee finds that lifts of the type to be installed in the orchestra pit of the Paramount Theatre Building is work that is covered by the agreement between the Elevator Manufacturers' Association and the Elevator Constructors' Union, Local No. 1; and further finds that this work requires inspection and approval by the Inspector of Elevators of the Bureau of Buildings, and should be done by elevator constructors. -Decision of Executive Committee, October 25, 1926.

### **112c**

#### **-Lifts, stage, installing of.**

Elevator Constructors, Local No. 1 vs. Housesmiths, Local No. 52 --Ziegfield Theatre, 54th St. and Sixth Ave.

The Committee finds that the work of installing stage lifts or traps is not in the possession of a trade. - Decision of Executive Committee, January 12, 1927.

### **112-2c**

#### **-Lifts, stage, Installing of.**

Elevator Constructors, Local No. 1 vs. Ornamental and Architectural Iron, Bronze and Metal Specialties Local Union No. 580 -New York Hilton, Sixth Avenue and 53rd Street, New York City.

The Executive Committee finds from the evidence submitted that the installation of the stage lift is the work of the Iron Workers. -Decision of Executive Committee, January 29, 1963.

### **112-3c**

#### **-Scenery lift, installation of.**

Ornamental and Architectural Iron Workers Local 580 vs. Elevator Constructors Local 1 -1 Astor Plaza, Times Square, 44th Street, New York City.

The Executive Committee finds from the evidence submitted that the installation of the scenery lift is the work of the Ornamental Iron Worker. -Decision of the Executive Committee, January 15, 1971.

### **112d**

#### **-Panel work, in connection with enclosing of escalators, installation of.**

Carpenters' District Council vs. Elevator Constructors, Local No. 1 - Gimbel Store, 32nd Street and Sixth Avenue.

The installation of the panel work in connection with the enclosing of escalators is in the possession of the elevator constructors. -Decision of Executive Committee, July 19, 1929.

### **112e**

#### **-Safe-T-Ray, on elevators, installation of.**

In the matter of the Electrical Workers, Local No. 3, and the Elevator Constructors, Local No. I-Rockefeller Center, Fifth and Sixth Avenues, 49th to 50th Street, New York, N. Y.

The Committee finds that the device in question is for the safety of passengers and is covered in the decision of the Special Arbitration Board, August 14, 1919, known as Decision No. 112 of the Handbook and, therefore, the work in question is in the possession of the elevator constructor. Decision of Executive Committee, October 28, 1932.

### **112f**

#### **-Escalators, New or Used, Installation of.**

Elevator Constructors Union Local No. 1 vs. the International Brotherhood of Electrical Workers Local No. 3. -Emigrant Savings Bank, 30 East 42nd Street, New York City.

The Executive Committee finds that the installation of new or used escalators is the work of the Elevator Constructor. -Decision of the Executive Committee, May 15, 1967.

### **112g**

#### **-Elevators, Installation of.**

Elevator Constructors Local Union 1 vs. Electrical Workers Local Union 3 -250 East 80th Street, New York City.

The Executive Committee finds that the installation of a completely new elevator using either new or used

equipment, in a building with an alteration permit, is the work of the Elevator Constructors. -Decision of the Executive Committee, March 21, 1969.

### **112-2g**

#### **-Elevators, Installation of.**

Elevator Constructors Local Union No. I vs. Electrical Workers Local Union 3-250 East 80th Street, New York City.

The Executive Committee finds that the installation of a completely new elevator using either new or used equipment, in a building with an alteration permit, is the work of the Elevator Constructor Decision of the Executive Committee, March 21, 1969.

Upon rehearing, it is the decision of the Executive Committee that their decision 112g of March 21, 1969 is reaffirmed. This decision shall in no way change the division of work on elevators between the Elevator Constructor and the Electrician now in existence. -Decision of the Executive Committee, December 17, 1969.

### **112-3g**

#### **Elevators, installation of.**

Elevator Constructors Union Local No. 1 vs. Electrical Workers Local Union 3 -3300 Queens Boulevard, Long Island City, N.Y.

The Executive Committee finds that the work in question is covered by Decision 112-2g, March 21, 1969 and reaffirmed December 17, 1969, and it is work that is in the jurisdiction of the Elevator Constructors, Local 1. -Decision of the Executive Committee, May 23, 1973.

### **112-4g**

#### **New Elevator, using existing rails, Installation of.**

Elevator Constructors Union Local 1 vs. Electrical Workers Union Local 3 -114 Liberty Street, New York City. The Executive Committee finds that the referenced installation is a new elevator, using the existing rails, and is therefore the work of Elevator Constructors Union Local 1. -Decision of the Executive Committee, April 21, 1976.

### **112-5g**

#### **-New Elevator, using existing rails, Installation of.**

Elevator Constructors Union Local 1 vs. Electrical Workers i inion Local 3- Plaza Hotel, New York City, N.YThe

Executive Committee finds that the referenced installation, elevators 5, 6, 7 and 8 is covered by Decision 112-4g and is therefore the work of the Elevator Constructors Union Local 1. -Decision of the Executive Committee, July 27, 1976.

### **112-6g**

Elevator Constructors Union Local 1 and Electrical Workers Union, Local 3 -Cornell Club, New York City, New York.

The Executive Committee finds that the work in question constitutes a new elevator installation and is the work of Elevator Constructors Union Local 1. -Decision of the Executive Committee, January 30, 1989.

## **112-7g**

### **-New Elevator, Installation of.**

Elevator Constructors Union Local 1 and Electrical Workers Union Local No.3; 345 Hudson Street, New York City, New York.

The Executive Committee finds that the work in question constitutes a new elevator installation and is the work of Elevator Constructors Union Local 1. - Decision of the Executive Committee, March 21, 1990.

113 7-g

**New York Plan for the Resolution of Jurisdictional Disputes**

In the Matter of the Jurisdictional Arbitration  
Between

Elevator Constructors Local #1

And

Electrical Workers Local #3

(Opinion and Award)

Mr. Leonard Legotte represents the International Union of Elevator Constructors Local No. 1.

Mr. Raymond Melville represents the International Brotherhood of Electrical Workers.

Neither Side called a witness.

The scope of work involved in this hearing consists of the construction and modernization of 60 elevators at Rego Park, New York.

This hearing involves a dispute between Local 1, International Union of Elevator Constructors ("Local 1") and Local 3, International Brotherhood of Electrical Workers ("Local 3"). The dispute arises from work being performed within a large apartment complex in Queens, New York known as Lefrak City.

After determining that the elevators in the complex needed to be replaced, the owner contracted with Local 3 to perform the work which includes the removal of all existing elevator structures including the elevator wiring, elevator machinery and the installation of new elevator cabs and all other ancillary components.

Local 1 objects and contends that the extensive work mandates, under existing Rules of the New York Plan for the Settlement of Jurisdictional Disputes and various Green Book Decisions, that this work must be awarded to Local 1.

The criteria set forth in the said Rules are as follows:

- a) The arbitration panel shall be bound by National or International Agreements of record between the trades;
- b) New York Green Book decisions or GCA decisions where applicable;
- c) Where no Green Book or GCA decisions are available, the prevailing practice may be utilized provided it is not contrary to a New York Green Book decision nor improperly arrived at through raiding, undercutting of wages or vertical agreements;
- d) Where the prevailing practice is improper for any of the above reasons, the panel must rely on the Green Book; and
- e) If none of the above criteria exist nor are relevant to the dispute, the panel may then consider the interests of the consumer and/or past practices of the employer and/or technological advances.

Local 1 submitted the following Green Book decisions in support of its position:

- 101a - Building Contractors and Mason Builders Association.  
Decision of Executive Committee, January 29, 1963.
- 112-3c - Ornamental and Architectural Iron Workers vs. Elevator Constructors Local 1.  
Decision of Executive Committee, January 15, 1971.
- 112d - Carpenters' District Council vs. Elevator Constructors, Local No. 1.  
Decision of Executive Committee, July 19, 1929.
- 112e - In the matter of Electrical Workers, Local No. 3 and the Elevator Constructors, Local No. 1.  
Decision of Executive Committee, October 28, 1932.
- 112f - Elevator Constructors Union Local No. 1 vs. International Brotherhood of Electrical Workers Local No. 3.  
Decision of Executive Committee, May 15, 1967.
- 112g - Elevator Constructors Local Union 1 vs. International Brotherhood Local Union 3.  
Decision of Executive Committee, March 21, 1969.

- 112-2g - Elevator Constructors Local Union No. 1 vs. Electrical Workers Local Union 3.  
Decision of Executive Committee, December 17, 1969.
- 112-3g - Elevator Constructors Union Local No. 1 vs. Electrical Workers Local Union 3.  
Decision of Executive Committee, May 23, 1973.
- 112-4g - Elevator Constructors Union Local 1 vs. Electrical Workers Union Local 3.  
Decision of Executive Committee, April 21, 1976.
- 112-5g - Elevator Constructors Union Local 1 vs. Electrical Workers Union Local 3.  
Decisions of Executive Committee, July 27, 1976.
- 112-6g - Elevator Constructors Union Local 1 vs. Electrical Workers Union, Local 3.  
Decision of Executive Committee, January 30, 1989.
- 112-7g - Elevator Constructors Union Local 1 vs. Electrical Workers Union Local No. 3.  
Decision of Executive Committee, March 21, 1990.

Local 3 also tendered an exhibit containing what it contends are Established Trade Practices and another setting forth Local 1 wages. It also furnished the panel with specifications concerning the modernization of 60 elevators at the properties known as Lefrak City.

#### **Decision of the Panel**

As to the criteria set forth in the aforementioned Rules:

- a) The panel found there was no National or International Agreement between the trades;
- b) There were no national decisions of record submitted to the panel; and
- c) The panel determined, after reviewing the aforesaid Green Book decisions, that the following decisions are relevant: 112-e, 112-f, 112-g, 112-2g, 112-3g, 112-

4g, 112-5g, 112-6g and 112-7g. these decisions are supportive and controlling in regard to the assertions of Local 1.

Having considered all of the criteria and Green Book decisions and having determined the decisions to be controlling, it is not necessary to review the balance of the submissions.

The panel has, therefore, found in favor of the Elevator Constructors Local Union No. 1.

Alfred D. Lerner

Chairman

DATE: February 29, 2008