STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELEVATOR CONSTRUCTOR

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, INYO, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONO, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

&

[a]PORTIONS OF KERN, SAN BERNARDINO AND SAN LUIS OBISPO NORTH OF THE TEHACHAPI LINE

[a] applies to that portion of these counties north of the Tehachapi Line.

62-X-1

ThyssenKrupp, KONE, Schindler, Otis, Fujitec, the Elevator Contractors of America-Multi-employer Bargain Group and Mitsubishi Elevator/Escalator Division have signed individual agreements with the IUEC. Although the companies are identified individually in their agreements, the agreements are identical in content to the Master Agreement.

MASTER COMPANY AGREEMENT
WITH
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

July 9, 2002 to July 8, 2007

Whenever any words are used in this Agreement in the masculine gender they shall be construed as though they are also used in the feminine gender or neuter gender in all situations where they would so apply.

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RECEIVED
Department of Industrial Relations
JUN 20 2002
Div. of Labor Statistics & Research
Chief's Office

ARTICLE IX

Contract Service

Par. 1. Contract Service is hereby defined as any contract obtained by the Company for regular examination or care of apparatus enumerated in Article IV and Article IV(A) of this Agreement and general repairs as indicated in Article VIII, Par. 2 for a period of not less than one (1) month. Contract Service Work shall be exclusively performed by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices.

Par. 2. Two (2) helpers or apprentices to each three (3) mechanics may be employed in contract service work. The helper or apprentice when working with the mechanic shall perform all work assigned to him by the mechanic.

A 70% helper or a second year apprentice may work alone under the general supervision of the mechanic in his assigned district provided such helper or apprentice is met on the first job daily. The helper or apprentice shall notify the office and/or mechanic when changing jobs and at the completion of the work day.

When working alone the helper or second year apprentice shall perform only oiling, cleaning, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a helper or apprentice perform any other work or function normally performed by mechanics. The word "District" means the regular contract service route of the mechanic or mechanics to whom the helper or apprentice has been assigned that day.

Par. 2A. When the Company obtains a contract that requires a Mechanic and Helper or Apprentice to be on the job and/or in a building at all times during the regular weekly working hours, such Helper or Apprentice shall not be considered as part of the two (2) to three (3) agreement mentioned above, provided no Probationary Helpers or Probationary Apprentices are assigned to such regularly scheduled work.

Par. 2B. Where a Local Office has contract service work requiring more than two (2) Elevator Constructor Mechanics full time, the third Elevator Constructor employed in that office may be a Helper or Apprentice. A 70% helper or second year apprentice may work alone under the general supervision of the mechanic in his assigned district provided such helper or apprentice is met on the first job daily. The helper or apprentice shall notify the mechanic when changing jobs and at the completion of the work day. When working alone such helper or second year apprentice shall perform

only cleaning, oiling, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a helper or apprentice perform any other work or functions normally performed by mechanics. The word "District" means the regular contract service route of the mechanic or mechanics to whom the helper or apprentice has been assigned that day. The phrase "Local Office" as mentioned in this paragraph means Local Representatives, Resident Mechanics, etc. performing contract service work as defined in Par. 1 of this Article, in a city outside the primary of a local union. (Local Representatives, Resident Mechanics, etc., as referred to above, shall be permitted to do one man or as a member of a team, team repairs, in accordance with Article VIII, Par. 2), and, as a member of a team, ADA modernization and unloading of construction material. However, where a local office is located within a zoned or per diem area of a local union, the employee(s) assigned to such office shall be paid expenses in accordance with the Local Travel and Expense Agreement when performing work, as a member of a team, team repairs, ADA modernization and unloading of construction materials.

Inasmuch as Local Representatives, are on call for extended periods of time, they shall, upon request, receive a minimum of six (6) weekends per year when they are relieved of their on-call obligation. These weekends are in addition to their accrued vacation. The Local Representative must give fourteen (14) calendar days notice before each requested weekend off.

Par. 2C. Upon reasonable request of the International Office of the IUEC, the Company shall make available to the properly designated International Representative the information necessary to determine that all employees in a service office are being treated relative to wages, hours worked, straight time and overtime hours paid, Pension and Health Benefit Plan payments in accordance with the Master Company Agreement.

Par. 3. It is agreed the regular working day shall consist of eight (8) consecutive work hours, with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. Any Mechanic, Helper or Apprentice assigned regular hours beginning before 8 A.M. or ending after 5 P.M. shall be so assigned for a five (5) consecutive working day increment. It is agreed that for business reasons of the Company or personal reasons of the affected employee, the Company and the local union may modify these times.

It is agreed that in order for call - backs to be answered in downtown business areas or similar business areas, the Company may assign a Mechanic or Mechanics to remain at a mutually agreed building beyond regularly established working hours not to extend beyond 6:30 P.M. For all such work beyond his regularly established working hours the Mechanic or Mechanics shall be paid at the rate of time and one - half. Should such assigned Mechanic or Mechanics be authorized to continue work on a job when a call - back extends beyond 6:30 P.M., the man or men shall receive applicable travel time

and travel expense home. Where a paid or non - paid holiday occurs, Monday through Friday, inclusive, the work performed on Saturday during the week in which any holiday occurs shall be time and one - half the single time rates.

Par. 4. Work performed on Sundays shall be classed as overtime and paid for at the rate of double time (2x). All other time worked before and after the regular working day or in excess of eight (8) consecutive work hours with an unpaid lunch period and on Saturdays shall be at the rate of time and one - half.

Par. 5. Call - backs on contract service on overtime, except Sundays and holidays, shall be paid for at the rate of 1.7 times the rate of single time.

Par. 6. Call - backs on contract service on Sundays and holidays shall be paid for at double the rate of single time.

Par. 7. On contract service where the Company has a contract in one building only or adjacent buildings, for the examination and care of enough elevators to warrant keeping a man or men working continuously for sixteen (16) hours, the Company may establish a shift (s) from 5:00 pm to 12:00 am or 12:00 am to 7:00 am. Pay for this work will be (8) hour's pay for (7) hours worked at the regular rate of pay. Saturday, Sunday, and Holidays are classed as overtime and paid at the overtime rate. For the sixteen (16) hour calculation the seven (7) hour shift will be counted as an eight (8) hour shift.

Par. 8.

(a) Employees engaged in contract service work agree they will respond to call - backs outside of their regular work hours. The Company, the local union, and the employees shall meet and cooperate in establishing a callback system, which will cover such issues as a list of employees available on designated dates to respond to overtime callbacks, the number of employees on call-back at any given time, replacements for vacations and holidays, and trading of on - call duty. In the event the local union, the employees, and the Company cannot agree on the establishment of the callback system, the Company and the IUEC will meet to establish the system.

Travel time from home to job and from job to home on overtime call - backs (starting after regular working hours and terminating before start of regular working hours) shall be paid for at the same overtime rate applying to the work. Travel expenses on overtime call - backs shall be paid as agreed in Local Expense Agreements.

When consecutive overtime call - backs occur, the employee shall receive the applicable overtime rate and travel expenses from home to job, from that job to one or more other jobs and then back home.

Men called out before the regular working hours shall receive the applicable travel time and travel expense from home to job. (Exception: The Company may call and instruct men to report to any given job at his regular starting time on his route in the primary.)

ARTICLE XIII

Traveling Time and Expenses

Par. 1. When Elevator Constructors are sent outside the primary jurisdiction, but within the zoned area of the secondary, travel time and travel expense shall be paid in accordance with the Local Expense Agreement.

When Elevator Constructors are sent beyond the zoned area of the secondary jurisdiction or outside the secondary jurisdiction all travel time during the regular established work hours, Monday through Friday, inclusive, shall be paid at single time rates. Likewise, all travel time before and after the regular established work hours, Monday through Friday, inclusive, shall be paid at time and one - half rates. Further, all travel time on Saturdays, Sundays and Holidays shall be paid at time and one - half rates (as agreed to in Article IX, Contract Service, travel time on overtime call - backs is excepted from the above). Expenses incurred on trip to be paid by the Company in accordance with the Local Expense Agreement.

Employees operating vehicles provided by the Company shall not be entitled to payment of wages or commuting expenses for time spent driving before or after the regular working hours from the employee's home to the first job site of the regular work day or driving from the last job site of the regular work day to the employee's home. (Note: Employees shall be reimbursed for any tolls in excess of the toll charge for passenger vehicles). This is not intended to circumvent expenses or travel time paid pursuant to Art. IX or Art. XIII and/or a Local Travel and Expense Agreement or established local practice.

Par. 2. Local unions and the Company are requested to establish zones within the secondary jurisdiction and traveling time and traveling expense allowances for each zone, consistent with existing arrangements.

Par. 3. When the Local Union and the Company Representative are unable to resolve differences regarding local travel time and travel expense agreements and presently recognized primary and secondary jurisdiction, either party may request the General President, IUEC and the Director; Industrial Relations to study the dispute. The General President, IUEC and the Director, Industrial Relations, or their designees, shall entertain the request, and after investigation and study, are authorized to make recommendations to the Local Union and the Company Representative.

The General President, IUEC and the Director, Industrial Relations, or their designees, may issue guidelines that the Local Union and the Company Representative may utilize in negotiating changes to and resolving disputes over local travel time and travel expense agreements.

All parties shall continue to work under the existing local travel time and local travel expense agreement for thirty (30) days from the date that the Company and the IUEC are notified that the parties have reached an impasse. The General President, IUEC and the Director, Industrial Relations, or their designees, may at their discretion extend the present Agreement for one additional thirty (30) day period.