STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELEVATOR CONSTRUCTOR: ALL CLASSIFICATIONS

IN

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN DIEGO, SANTA BARBARA, AND VENTURA COUNTIES

► PORTIONS OF KERN, SAN BERNARDINO, AND SAN LUIS OBISPO COUNTIES

► Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Division of Labor Statistics and Research at (415) 703-4774.

Local 8, 18 in
California

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Department of Industrial Relations
JAN 26 1998
Div. of Labor Statistics & Research
Chief Office

STANDARD AGREEMENT

July 9, 1997 to July 8, 2002

INTERNATIONAL UNION
of
ELEVATOR CONSTRUCTORS

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS ORGANIZED JULY 18 1901

care of enough elevators to warrant keeping a man or men working continuously for sixteen (16) hours, the men will not be paid overtime between the hours of 4 P.M. and 12 midnight, except on Sundays. The men are to receive 52 hours pay per week for 48 hours work, which is time and one-half pay for all hours worked in excess of forty. There will be two shifts of eight (8) hours each, one shift to work eight (8) hours during the day and one shift eight (8) hours to 12 midnight. On holidays, one shift shall work eight (8) hours during the day, there being no night shift, the men taking the holidays alternately, one shift working one holiday and another shift working the next. Work performed on Sunday is to be classed as overtime and paid for at one and one-half times the rate of single time. Should it be necessary to work three shifts, the same conditions shall apply as for two-shift work.

Par. 8.

(a) Employees engaged in contract service work agree they will respond to call-backs outside of their regular work hours. The Employer, the local union, and the employees shall meet and cooperate in establishing a call-back system, which will cover such issues as a list of employees available on designated dates to respond to overtime call-backs, 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 Employer cannot agree on the establishment of the call-back system, the Employer 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 Employer may call and instruct men to report to any given job at his regular starting time on his route in the primary.)

When call-backs made during regular working hours extend into overtime and the employee is authorized to continue work, he shall receive the applicable travel time and travel expense home.

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 Employer in accordance with the Local Expense Agreement.

Employees operating vehicles provided by the Employer 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 jobsite of the regular work day or driving from the last jobsite 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 practices.

Par. 2. Local unions and local Employers 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. It is agreed the Joint Study Committee, composed of three (3) representatives appointed by the IUEC and three (3) representatives appointed by NEII shall be continued during the life of this Agreement.

When the Local Union Committee and the Area NEII Labor Committee 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 Joint Study Committee to study the dispute. The Joint Study Committee shall entertain the request, and after investigation and study, is authorized to make recommendations to the Local Committees.

The Joint Study Committee may issue guidelines that the Local Committees 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 either NEII or the IUEC are notified that the Local Area Committees have reached an impasse. The Joint Study Committee may at their discretion extend the present Agreement for one additional thirty (30) day period.

ARTICLE XIV

Strikes and Lockouts

Par. 1. It is agreed by both parties to this Agreement that so long as the provisions herein contained are conformed to, no strikes or lockouts shall be ordered against either party. It is understood that this Paragraph shall be applied and construed consistent with the provisions of Article IV, Par. 11 concerning Grievance and Arbitration procedure.

Par. 2. No strike will be called against the Employer by the Union unless the strike is approved by the International Office of the International Union of Elevator Constructors. Sufficient notice shall be given to the Employer before a strike shall become effective. Except in the case of Contract Service Work as specified in Article IX of this Agreement, work stoppages brought about by lawful picketing or strikes by building trades local unions affiliated with Building Trades Councils shall not constitute a strike within the meaning of this Article.

Par. 3. In the event of a strike, work stoppage or lockout affecting Mechanics and Helpers on New Construction or Repair Work, men working on Contract Service shall not be affected by such strike, work stoppage or lockout, and the Union will supply competent men to the Employer to do all work covered under Contract Service whether such men are continuously employed in this work or not prior to the strike, work stoppage or lockout.

ARTICLE XV

Arbitration

Par. 1. Any difference or dispute regarding the application and construction of this Agreement, shall be referred to as a "grievance"

62-Y-196

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL NO. 18 - A.F.L.-C.I.O.

100 SOUTH MENTOR AVENUE • PASADENA, CALIFORNIA 91106
Pasadena Telephone (818) 449-1869 (626)
FAX: (818) 577-1055
San Diego Telephone (619) 280-6024
Las Vegas Telephone (702) 870-4832
or dial (702) 870-IUEC

August 19, 1997

RECEIVED
Department of Industrial Relations
AUG 21 1997
Div. of Labor Statistics & Research
Chief's Office

Department of Industrial Relations
Division of Labor Statistics & Research
P.O. Box 420603
San Francisco, CA 94142-0603

Please be advised that we have received approval from the NEII offices in regards to our new wage rate increase to become effective as of September 15, 1997.

EFFECTIVE SEPTEMBER 15, 1997

CBA says use local effective date (p. 22 - Art. V, 1a)

Mechanic in Charge . .	$33.91
Mechanic.	$30.14 5
Helper	$21.10
Probationary Helper. .	$15.07

Pursuant to the July 9, 1997 Standard Agreement - there will be an increase in employer contributions to be made on the date of the first wage change. The enclosed letter from NEII gives detailed increase information.

TRAVEL AND EXPENSE: Mileage Rate eff: 2/24/97

			CARFARE
Zone I	0 - 10 Miles	Primary or FREE ZONE	
Zone II	10 - 20 Miles	50% of prevailing hourly rate +	$ 6.30*
Zone III	20 - 30 Miles	100% of prevailing hourly rate +	$12.60**
Zone IV	Beyond 30 Miles	$34.40 Per Diem	

* - 20 Miles at prevailing mileage rate ($.31 1/2 per mile)
** - 40 Miles at prevailing mileage rate ($.31 1/2 per mile)

Enclosed please find copy of letter from NEII for your referral.

If there are any questions, kindly contact our Pasadena office.

Respectfully,

Earnest L. Brown

Earnest L. Brown
Business Manager

ELB/bw
opeiu#537/AFL-CIO

enclosure