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
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P.O. Box 420603
San Francisco CA 94142-0603

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.

THYSSENKRUPP ELEVATOR CORPORATION AGREEMENT

WITH

INTERNATIONAL UNION

of

ELEVATOR CONSTRUCTORS

July 9, 2007 to July 8, 2012

Document Delivered by Office of Labor Statistics & Research
April 2, 2008

(5) consecutive days, or within twenty-four (24) hours of completing a shift, the employee shall receive the applicable overtime rate of the new shift he is assigned to for the first day only or the applicable overtime rate of the shift to which he had previously been assigned, whichever is higher, thereafter the employee shall receive the applicable rates for the new shift to which he is assigned. An employee who requests a shift reassignment and is reassigned as outlined herein, shall receive the applicable rates for the new shift to which he is assigned at single time only.

(d) When an employee has performed work on another job and he is directed to work on a shift job within twenty-four (24) hours after completing work on the other job, he shall receive the applicable overtime rate of his prior job or the applicable overtime rate of the shift to which he is assigned whichever rate is higher.

Par. 7. Any work performed on Saturday, Sunday, or Holiday shall be paid at double the hourly wage rate of the applicable shift including any premium rate.

Par. 8. In the case of the second and third shifts and for the purpose of fringe benefit computations, each employee who works a full shift shall be considered to have worked eight (8) hours.

Par. 9. The working hours set forth in Par. 4 and Par. 5 above may be changed by mutual agreement as provided in Article XXVI.

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 chang-

ing 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 ThyssenKrupp 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 from 5:00 P.M. to 12:00 A.M. or 12:00 A.M. to 7:00 A.M. Pay for this work will be eight (8) hours pay for seven (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 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 Company cannot agree on the establishment of the call-back 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.)

When call-backs made during regular working hours extend into overtime and the em-

ployee is authorized to continue work, he shall receive the applicable travel time and travel expense home.

(b) Employees who are designated to be available for overtime call-backs pursuant to paragraph (a) above, or who are called out before the regular working hours, or who are on call-backs that extend into overtime, shall be entitled to and receive such compensation as described below during the period of time that such employees are responding to call-backs outside of their regular hours of work:

The rate of pay for overtime call-backs shall not be less than 1.7 times the straight time rate of pay.

The premium pay described above is made in lieu of standby pay and in recognition of the fact that contract service employees agree to make themselves available for overtime calls.

(c) It is understood and agreed that employees who are available to respond to overtime call-backs are waiting to be engaged (as defined by the Fair Labor Standards Act) by the Company. Employees who are waiting to be engaged are free to participate in personal activities; are not required to remain at home, at the Company's premises or any other specified location during the period that they are on call. Employees who are "on call" may leave the location they have indicated as the place of their primary contact. However, such employees will be available for call out by either

leaving another phone number where they can be contacted or by carrying on their person a communication device such as a pager, cellular telephone, two-way radio, or other such communication device which enables the Company to contact them.

ARTICLE X

Designation of Helper's and Apprentice's Work and Qualifications

Par. 1. It is agreed by the Union that there shall be no restrictions placed on the character of work which a Helper or Apprentice may perform under the direction of a Mechanic. A Helper or Apprentice certified to weld shall be paid Mechanic's rate when performing welding, (excluding tack welding). However, Helpers and Apprentices on contract service work are subject to the provisions of Article IX.

Par. 2. The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams.

Further, the Company may use as many Helpers and Apprentices as best suits his con-

gency repair work, shall be counted as hours worked when computing vacation pay).

(o) At the time vacation pay is paid, Federal and State taxes shall be withheld on the basis of the number of weeks of vacation or portion of a week of vacation the accrued vacation pay represents. The intent of this provision is that taxes will be withheld at weekly rates rather than the higher rates for a lump sum payment of vacation pay.

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 Representatives 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 ThyssenKrupp Representatives 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 Vice President, Labor Relations to study the dispute. The General Presiden IUEC and the Vice President, Labor Relatio or their designees, shall entertain the reque and after investigation and study, are autho ized to make recommendations to the Loc Union and the ThyssenKrupp Representative

The General President, IUEC and the Vi President, Labor Relations ,or their designe may issue guidelines that the Local Union a the ThyssenKrupp Representative may utili in negotiating changes to and resolving di putes over local travel time and travel expen agreements.

All parties shall continue to work under t existing local travel time and local travel e pense agreement for thirty (30) days from t date that ThyssenKrupp and the IUEC are n tified that the parties have reached an i passe. The General President, IUEC and t Vice President, Labor Relations, or their d signees, may at their discretion extend t present Agreement for one additional thi (30) day period.

ARTICLE XIV

Strikes and Lockouts

Par. 1. It is agreed by both parties to this Agre ment that so long as the provisions herein co

tained 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 Company 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 Company 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, Helpers and Apprentices 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 Company 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.

TRAVELING EXPENSE AGREEMENT

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

LOCAL #8

&

NATIONAL ELEVATOR INDUSTRY, INC.

AREA 19

RECEIVED
Department of Industrial Relations
MAY 21 2009
Div. of Labor Statistics & Research
Chief's Office

SECTION I - **Jurisdiction**

1. The primary jurisdiction of Local 8 shall consist of the area within the limits of the City and County of San Francisco.

2. The Secondary jurisdiction of Local 8 shall consist of all the area of the State of California North of the Tehachapi Line (a line running East to West through the town of Tehachapi) and all of the area of the State of Nevada, West of the 118 Meridian.

SECTION II - **Vehicle Reimbursement**

1. The employer shall not make the use of a private vehicle a condition of employment.

2. Elevator Constructors authorized to use their private vehicles in lieu of Company furnished transportation will be compensated for travel expenses.

3. Elevator Constructors authorized to use their private vehicles will be reimbursed at the prevailing mileage rate, with a minimum of 100 miles per week. A copy of the authorization shall be sent to the Business Manager of Local 8.

4. Elevator Constructors, not authorized per Paragraph 2 and 3, may use their private vehicles while on Company business to carry only small tools and parts. They shall be reimbursed at the prevailing mileage rate, with a $3.00 minimum for each trip. All substantiated bridge tolls and parking fees shall be reimbursed. When Elevator Constructors are directed to transport or convey any material, parts, or tools (other than personal hand tools) they shall be paid drayage or cartage. The amount of drayage or cartage is to be reasonable according to weight and distance with the minimum amount to be $8.50. When a dispute arises as to what is reasonable, the

superintendent and the Local Business Representative shall resolve the issue.

5. Elevator Constructors using their private vehicle on overtime callbacks, will receive portal to portal mileage at the prevailing rate, and be reimbursed for all substantiated bridge toll and parking fees.

6. Elevator Constructors authorized to use their private vehicles during regular working hours in lieu of Company furnished transportation shall receive portal to portal mileage at the prevailing rate and be reimbursed for all substantiated parking fees.

*7. The mileage rate shall vary as the variation in the Consumer Price Index, Series E-1 for San Francisco, per the following formula:
   A. The base shall be $.37 at 105.7 (Year end average C.P.I., 1985), released in January 1986.
   B. Determine the percentage of change between the year end average C.P.I., and the base of 105.7 (Year end average C.P.I., 1985), released in January, 1986.
   C. Apply the percentage of change to the base rate of $.37, rounded off to the nearest one cent.

*8. No change in the mileage rate shall be made until February 1, 1991. Thereafter, changes to the mileage rate shall be made effective each February 1st this Agreement is in effect.

*9. The current mileage rate is $.42 per mile.

SECTION III - **Zones**

1A. Free zones consisting of the area within a circle having a radius of twelve (12) miles, are established for Reno, Sacramento, San Jose & Fresno.

B. Stockton & Bakersfield will be considered free zones provided employees are initially transferred to these areas in compliance with Section VII of the Travel Expense Agreement.

2. The centers of these zones shall be the county seats shown on the master map.

3. A San Francisco/Oakland free zone is established consisting of an ovoid formed by two 12 mile radius circles, joined by tangents. The radii of the circles shall be 19th Avenue and Noriega Streets in San Francisco and the MacArthur Freeway and Grand Avenue in Oakland.

4. All construction and repair work outside these free zones shall require expense payments of either zone expense or per diem expense.

5. Expense zones outside the free zones are established as follows:

A. Zone I - An area outside of the free zone, but within a circle (ovoid for San Francisco/Oakland) formed of 17 miles radii
from the centers described in Paragraph 2 and Paragraph 3.

B. Zone II - An area outside of the free zone, but within a circle (ovoid for San Francisco/Oakland) formed of 22 mile radii from the centers described in Paragraph 2 and Paragraph 3.

C. Zone III - An area outside of the free zone, but within a circle (ovoid for San Francisco/Oakland) formed of 27 mile radii from the centers described in Paragraph 2 and Paragraph 3.

6. **Maps**

The attached maps with traveling expense zones are part of this Agreement. The master map is on file in Local 8's business office. Disputes regarding them will be resolved by the Grievance Committee.

SECTION IV - **Traveling Expense**

1. Parking fees up to $6.00 will be allowed within any zone when accompanied by receipts, if no free parking is available within four blocks of the job site.

2. Employees working in the expense zones, traveling outside of regular working hours, shall be reimbursed as follows:

A. Zone I - 12-17 miles
25% of employee's hourly rate, plus 10 miles at the prevailing mileage rate.

B. Zone II - 17-22 miles
50% of employee's hourly rate, plus 20 miles at the prevailing mileage rate.

C. Zone III - 22-27 miles
75% of employee's hourly rate, plus 30 miles at the prevailing mileage rate.

D. Employees using company vehicles are only entitled to the hourly portion of the zone expenses.

3. The parties are agreed that the amounts paid for zone expense specified under Section IV, Paragraph 2, shall be:

	Mechanic	W/COMPANY VEHICLE	Helper
Zone I	$12.96	$8.76	$ 10.33
Zone II	25.92	$17.52	20.66
Zone III	38.87	$26.27	30.99

A. Any change generated by a wage adjustment after 6/30/86, shall be applied to the wage portion of the zone expenses.

4. Beyond Zone III (27 miles), per diem expense will be paid for each day worked or seven (7) days per week when work continues into the following week, except as stipulated under Section VI paragraph 2A.

SECTION V - **Traveling Expenses to and from Per Diem Zones**

1. Traveling Expense shall be paid each time employees are assigned to a job in a per diem zone and each time they are recalled from that job.

2. Travel time during regular working hours Monday through Friday shall be considered as hours worked and employees shall be compensated at their appropriate rate.

3. Travel time outside of regular working hours shall require compensation at the rate of one-half (1/2) hour for every twenty (20) miles traveled, plus mileage at the prevailing rate.

4. If the employee is directed to travel on Saturday, Sunday, or Holidays, he will be reimbursed at the rate of one-half (1/2) hour for every 15 miles traveled, plus mileage at the prevailing rate.

5. Unless otherwise indicated by the employer, all traveling time will be performed during regular working hours.

6. Mileage will be determined by reference to oil company maps or CSAA Maps by the most direct route.

SECTION VI - **Per Diem Expense**

1. The per diem rate shall be $35.50 per day and will remain in

effect until 6/30/86. After that, it will be subject to adjustment per the increase generated by the formula since January 1, 1986.

A. The base per diem rate shall be $35.50 per day.
B. The base consumer price index shall be the C.P.I. rate in effect since January 1, 1986. (336.4).
C. Changes shall not be considered more frequently than at six (6) month intervals.
D. No change in rate shall be made unless the index change since the last adjustment is at least five (5) points.
E. When a change in rate is made, the revised rate shall be fifty cents ($.50) for every five (5) points.
F. The established per diem expense allowance is considered a minimum. Reasonable additional amounts will be allowed if substantiated by receipts.
G. Thirty days written notice shall be given either party of a desire to change the per diem subsistence rate.
H. When the 1957-9 base is discontinued, a conversion to the latest C.P.I. will be effected.

2. Men working in subsistence areas shall receive subsistence payment at the prevailing per diem rate for each day worked. Subsistence will be allowed for holiday or days in which no work is provided by the employer and the men are not recalled from the job. In the event of illness, the employer will be notified immediately. The employer will instruct the employee to either stay on a per diem basis without wages or recall him from the job. A certificate from a physician will be required by the employer.

A. A member working in a per diem zone who chooses to commute on a daily basis shall receive the minimum per diem, as per Section VI, paragraph 1F, for each day worked. Per diem will not be paid for Saturday, Sunday, or Holidays unless work is performed.

SECTION VII - **Transfers**

1. An employer may transfer an employee from one free zone to another, providing the following conditions are met:

A. The employee consents.
B. The Business Manager is notified in writing ten days prior to the transfer.
C. The employer will provide the employee work for a period of not less than one year in or from the free zone into which he is being transferred.
D. The employer will pay the moving expenses incurred by the transfer of the employee. The employee will obtain

three bids from moving firms selected by the employer. The employer will determine which mover is to be used and will pay the carrier direct.

E. One day's wages shall be paid the employee if such time is used by the employee to assist in the transfer of his property.

F. Per diem expenses to a maximum of 6 weeks after the letter of transfer is submitted will be paid to the employee or until such time as a permanent residence is obtained; whichever is least.

G. If work for one year cannot be provided, the employer shall pay retroactive zone or per diem expense to the employee for the time spent in the free zone.

H. If the employee decides not to relocate his residency and verifies that fact in writing within a period of 6 months after the date of transfer, and commuting distance to the new zone is greater than his present commute, he will be compensated with four (4) weeks per diem expenses.

I. A man working for an employer in any given free zone is considered assigned to that free zone and may not work for the same employer outside his free zone without expenses for a period of no less than 3 months from the date of termination or layoff.

J. If a transferred employee separates himself from the employer prior to the first 12 months after transfer for other than reasons of health, then the moving expenses, as determined by the Grievance Committee shall be refunded to the employer.

SECTION VIII - **Holidays**

1. Holidays Paid - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Day after Thanksgiving.

2. Holidays Observed - Washington's Birthday (observed on the third Monday in February).

SECTION IX - **Duration of Agreement**

This Traveling Expense Agreement shall be effective until July 31,1991 and shall continue in effect from year to year unless either party shall give sixty (60) days notice in writing to the other of its desire to modify or terminate it.

Effective Date: August 1, 1990

I.U.E.C. LOCAL NO. 8

San Francisco

By: /s/ Ellis Smith
By: /s/ Roy E. Francesconi, Jr.
By: /s/ George Learned III
By: /s/ Richard Browning
By: /s/ Bruce Douglas

N.E.I.I. LABOR COMMITTEE
Area No. 19

By: /s/ Nick Podwinski
By: /s/ John Gerk
By: /s/ Randy Peterson
By: /s/ Mark Carter

MEMORANDUM OF UNDERSTANDING

Company Supplied Vehicles

1. The employer will furnish a vehicle to each Elevator Constructor mechanic who is permanently assigned to repair work. All vehicles required to be furnished shall be delivered within twelve (12) months of the effective date of this Agreement.

2. The employer will furnish a vehicle to each qualified Elevator Constructor Mechanic assigned to contract service work. A Constructor is qualified for a vehicle if the Constructor has driven for contract service work an average of two thousand (2,000) miles per month within the preceding twelve (12) months. The mileage for qualification shall be computed from the Constructor's home to the jobsite, or sites, and back home along the convenient route. The employer will be the exclusive judge of the most convenient route and the Constructor's Time Tickets will be the exclusive evidence of the location of the jobsite. Vehicles required to be furnished to a qualified Constructor shall be delivered within eighteen (18) months of the effective date of this Agreement.

3. The employer shall retain the sole right to establish policy for the operation of its vehicles at no cost to the employee.

4. All substantiated bridge toll and parking fees shall be reimbursed to Constructors driving company provided vehicles.

5. All disputes under this Memorandum shall be resolved by reference to the Grievance Committee and shall not be arbitrated.

6. The employer retains the right to furnish a vehicle to an Elevator Constructor not otherwise qualified for a vehicle under the terms of this Memorandum.

I.U.E.C., LOCAL NO. 8
SAN FRANCISCO

By: /s/ Ellis Smith

N.E.I.I. LABOR COMMITTEE
AREA NO. 19

By: /s/ Nick Podwinski