

THYSSENKRUPP ELEVATOR CORPORATION

AND

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 34,

INDIANAPOLIS, INDIANA

LOCAL TRAVEL AND EXPENSE AGREEMENT

SECTION I. PARTIES TO THE AGREEMENT

This agreement is made by and between ThyssenKrupp Elevator Corporation (hereinafter referred to as "ThyssenKrupp" or the Company") and the International Union of Elevator Constructors Local No. 34 (hereinafter referred to as the "Union" or the "Local").

SECTION II. JURISDICTION

The primary jurisdiction of the Local shall be that area within a circle of fifteen (15) mile radius using the intersection of Market and Meridian as the center.

The secondary jurisdiction of the Local shall include the following counties in the **state of Indiana**: Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clay, Clinton, Decatur, Delaware, Fayette, Fountain, Franklin, Fulton, Grant, Greene, Hamilton, Hancock, Hendricks, Henry, Howard, Jackson, Jasper, Jay (joint with local 44), Jennings, Johnson, Lawrence, Madison, Marion, Martin, Miami, Monroe, Montgomery, Morgan, Newton, Orange, Owen, Parke, Pulaski, Putnam, Randolph, Ripley (*Ripley is joint with Local 34 and Local 11 for contract service only, construction is out of Local 34*), Rush, Shelby, Sullivan, Tippecanoe, Tipton, Union, Vermilion, Vigo, Wabash (joint with 44), Warren, Wayne (*City of Richmond joint with Local 44 and Local 11 for contract service only*), and White, **and the following counties in the state of Illinois**: Edgar, Vermilion, Clark (joint with Local 55), Crawford (joint with Local 55), Lawrence (joint with Local 3).

SECTION III. TRAVEL ALLOWANCE

Travel Zones shall be established around the center of the primary as follows:

ZONE ONE

Zone One shall include that area outside of the primary and within a radius of thirty (30) miles from the center of the primary. A Travel Allowance equivalent to seventy percent (70%) of the prevailing mechanic rate shall be paid for each day worked to Mechanics, Apprentices, and Helpers.

ZONE TWO

Zone Two shall include that area outside of Zone One and within a radius of forty-five (45) miles from the center of the primary. A Travel Allowance equivalent to one hundred percent (100%) of the prevailing mechanic rate shall be paid for each day worked to Mechanics, Apprentices, and Helpers.

In order to qualify for a Travel Allowance in Zone One or Zone Two, each Mechanic, Apprentice, or Helper shall be on the job at the commencement of the regularly scheduled workday and shall not leave until the end of the regularly scheduled workday. An employee who either begins or ends the workday, but not both (i.e. does NOT both begin and end the day), in a Travel Zone shall be entitled to one-half of the applicable Travel Allowance for that day.

This arrangement shall cover new construction, modernization, and repair work only.

No Travel Allowance shall be paid for an employee traveling into or from a Zone on Company paid time; however, such employee traveling in a personal vehicle shall be reimbursed for personal vehicle use in accordance with Section V below.

SECTION IV. PER DIEM

Per Diem shall be paid in that area beyond Zone Two. Mechanics, Apprentices, and Helpers working beyond forty-five (45) miles from the center of the primary shall receive per diem for each day worked, on a seven (7) day basis including Saturday and Sunday, if work continues at the beginning of the following week. The rate of per diem shall be equal to one hundred ten percent (110%) of the mechanic wage rate for Local No. 34.

In the event an employee is sent to an area in which the employee is unable to locate suitable accommodations for the allotted per diem, the Company will reimburse the employee on the basis of reasonable incurred expenses supported by reasonable hotel/motel and meal receipts. If a dispute should develop regarding what is reasonable, the Company and Local Business Representative shall meet to resolve the dispute.

On the first trip to the Per Diem area and on the last day worked in the Per Diem area, the employee shall receive actual travel time and expenses.

SECTION V. USE OF PERSONAL VEHICLES

It is agreed when employees furnish their own transportation they shall be reimbursed at the "Standard Mileage Rate" published by the Internal Revenue Service (IRS), currently thirty-seven and one-half cents (\$.375) per mile. Future changes in the mileage reimbursement rate shall be based upon this index and shall become effective at the beginning of the pay period following the Company's receipt of notice of the change. Minimum mileage per authorized move shall be four (4) miles.

Use of a personal car or vehicle is not a mandatory condition of employment. It is not mandatory that a helper ride with a mechanic or vice versa in the vehicle.

Contract Service and Repair employees using their privately owned vehicle for the Company's business (not including normal commuting to and from work) who carry Company materials and service tools (excluding Company provided safety equipment), such as meters, drill motors, small parts, etc. shall receive a daily vehicle allowance of \$7.50 per day for each day on which the use of the personal vehicle is required. No employee shall be requested to carry or transport any hazardous material, as defined by the appropriate enforcement authorities within the Local's jurisdiction.

When Mechanics and Apprentices/Helpers agree to transport or convey any other material, parts, or tools (other than personal hand tools and Company provided safety equipment), the employee shall be paid cartage. The amount of cartage shall be reasonable according to weight and distance. When a dispute arises as to what is reasonable, the Superintendent or Supervisor and the local Business Representative shall resolve the matter.

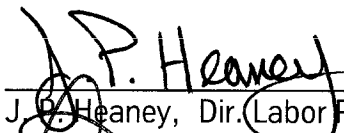
For Contract Service and Repair employees, the Company shall pay all costs for necessary parking when the employee's vehicle is used on Company business.

For new construction and modernization employees assigned to a job site in the Downtown area of Indianapolis, where free parking is not available within four (4) blocks of the job site, the Company and the Local Business Representative shall cooperate to make appropriate parking arrangements.

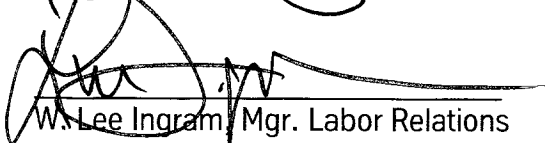
SECTION VI. LENGTH AND TERMS OF AGREEMENT

This agreement shall be effective October 15, 2004 and will remain in effect so long as satisfactory to both parties. Sixty (60) days' notice in writing shall be given by either party of a desire to change the agreement and such a written notice shall constitute cause for a meeting of the parties.

ThyssenKrupp Elevator Corporation:



J. P. Heaney, Dir. Labor Relations

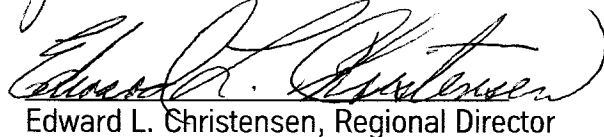


W. Lee Ingram, Mgr. Labor Relations

IUEC Local No. 34:



Joseph P. Albertson, Business Rep.



Edward L. Christensen, Regional Director