

TRAVEL AND SUBSISTENCE PROVISIONS

CRAFT/CLASSIFICATION

Elevator Constructor: All Classifications

ID

62-X-999

LOCALITY

Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara, and Ventura Counties and portions of Kern, San Bernardino, and San Luis Obispo Counties south of the Tehachapi Line.

TRAVEL AND SUBSISTENCE

NEII COMPANY'S AND IUEC LOCAL NO. 18 LOCAL TRAVEL AND EXPENSE AGREEMENT

SECTION I. PARTIES TO AGREEMENT

This agreement is made by and between NEII Elevator Company's (hereinafter referred to as the "Company") and the International Union of Elevator Constructors, Local No. 18 (hereinafter referred to as the "Local").

SECTION II. JURISDICTION

There will be three primaries of the Local as follows:

Los Angeles Primary – That area within a circle with a fifteen (15) mile radius using the City Hall of Los Angeles as the center.

San Diego Primary – That area within a circle with a fifteen (15) mile radius using the City Hall of San Diego as the center.

Las Vegas Primary – That area within a circle with a fifteen (15) mile radius using the City Hall of Las Vegas as the center.

The secondary jurisdiction of the Local shall include the area in the State of California, south of the Tehachapi Line, and the portion of Nevada, east of the 118 degree Meridian to the Utah Border and south of the 39 degree North Latitude to the Arizona and California borders.

SECTION III. TRAVEL ZONES

A. The following travel zones are established around the Los Angeles, San Diego, and Las Vegas primaries for construction, modernization and repair work.

ZONE II.

Zone two (2) shall include that area outside of the primary and within a radius of fifteen (15) to a radius of twenty-five (25) miles from the center.

A travel allowance equivalent to 50% of the prevailing hourly wage rate plus carfare at 20 miles times IRS mileage rate will be paid to each elevator constructor working in the zone.

ZONE III.

Zone three (3) shall include that area outside of the primary and within a radius of twenty-five (25) miles and a radius of thirty-five (35) miles from the center.

A travel allowance equivalent to one hour of the prevailing hourly wage rate plus carfare at 40 times IRS mileage rate will be paid to each mechanic and helper working in the Zone.

B. Elevator Constructors in construction, modernization, or repair beginning the day in one Zone, then traveling to a different Zone where he/she ends the day, shall receive the higher Zone Travel Allowance for the day.

SECTION IV. SUBSISTENCE

A. The formula for subsistence shall be calculated at the rate of 1 and a half (1.5) times the rate of mechanics pay.

B. Elevator constructors working in ZONE 4 shall receive per diem for each day working and, for paid holidays which fall during the normal work week. Where work continues on the same job site during the following week, elevator constructors will receive the per diem for Saturday and Sunday.

C. On the first day out, elevator constructors shall be paid the full per diem. On the last day of the job, elevator constructors shall be paid the full per diem allowance if they complete eight hours on the job. Should the job be completed before the end of the regular work day and they travel home during the regular work day, fifty percent (50%) of the per diem shall be paid for the last day on the job.

D. Travel time and expense time to an area beyond ZONE III shall be reimbursed for actual expenses incurred. Travel time in these areas shall be computed at the rate of 45 mph and at the current IRS mileage rate.

E. Receipts shall be submitted to justify any additional expenses over the established per diem rate.

SECTION V. USE OF PERSONAL VEHICLES

A. When elevator constructors use their personal vehicle on Company business, they shall be reimbursed at the "standard Mileage Rate" which is published periodically by the Internal Revenue Service (presently thirty-two and one-half cents per mile - \$.32.5). Future changes in the mileage rate shall be based upon this index and shall become effective at the beginning of the pay period next following the Company's receipt of the change.

B. Repair and Maintenance Elevator Constructors using their personal vehicles for Company business during regular working hours shall be reimbursed at the prevailing mileage rate, with a minimum of one-hundred (100) miles per week. Travel on overtime shall be included for purposes of the one-hundred minimum.

SECTION VI. CARTAGE

When elevator constructors are requested to transport or convey any material, parts of tools, (other than personal hand tools) in their personal vehicles they shall be paid dryage or cartage with a weight of 0 to 5 pounds shall be paid \$2.00, 5 to 50 pounds shall be paid \$15.00, 50 to 100 pounds shall be paid \$25.00 per day. Nothing in excess of 100 pounds to be hauled in personal vehicles.

SECTION VII. PARKING

On Construction and modernization jobs where free parking is not available within four blocks of a job, an amount of \$4.50 shall be allowed for parking with the primaries or sub-primaries of the Local. Receipts must be submitted to substantiate parking allowance. However, to justify any additional expense over the established parking allowance, the Superintendent and Local Business Representative shall resolve what is reasonable. On Contract Service, after the first stop, parking will be paid by the employer.

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, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics.

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.

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.

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 employee 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 callout 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 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 workday 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 NEBA 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 the NEBA 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 NEBA Executive Director to study the dispute. The General President, IUEC and the NEBA Executive Director, or their designees, shall entertain the request, and after investigation and study, are authorized to make recommendations to the Local Union and the NEBA Representative.

The General President, IUEC and the NEBA Executive Director, or their designees, may issue guidelines that the Local Union and the NEBA 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 NEBA and the IUEC are notified that the parties have reached an impasse. The General President, IUEC and

the NEBA Executive Director, or their designees, may at their discretion extend the present Agreement for one additional thirty (30) day period.