

**Expense Agreement
Local No. 49, Jacksonville, FL
and
National Elevator Bargaining Association**

SECTION I. PARTIES TO AGREEMENT

This agreement is made by and between National Elevator Bargaining Association (hereinafter referred to as "NEBA" or the "Company") and the International Union of Elevator Constructors, Local No. 49 (hereinafter referred to as the "Union" or the "Local")

SECTION II. JURISDICTION

1. The Jurisdiction of Local No. 49 shall include the following:

In Florida

Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Hamilton, Jefferson, Lafayette, Leon, Liberty, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, Union, Wakulla counties.

In Georgia

Atkinson, Bacon, Baker, Berrien, Brantley, Brooks, Calhoun, Camden, Charlton, Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Early, Echols, Glynn(joint with 32), Grady, Lanier, Lowndes, Miller, Mitchell, Pierce, Seminole, Thomas, Tift, Ware, Worth counties.

2. Primary and Subprimary

- a. The Primary Jurisdiction of Local No. 49 shall be the area within a circle with a 17 mile radius using the Courthouse in Jacksonville as the center.

EXCEPTION: The area east of the Intra Coastal Waterway, bordered by the St. John's River (on the north) and J. Turner Butler Blvd. / Highway 202 (on the south) shall be zone 1.

- b. A Subprimary of Local No. 49 is established to include all area within a circle with a 17 mile radius using the Florida State Capital, Tallahassee as the center.

SECTION III. TRAVEL ALLOWANCE

1. Travel Zones are established in the Secondary Jurisdiction around the Primary and Sub-Primary as follows:

- a. Zones 1, 2, and 3 are enclosed respectively by a twenty-seven (27) mile, thirty-five (35) mile and fifty (50) mile radius.
- b. The Tallahassee Subprimary shall have one travel zone known as Zone 1, which encloses all of the area between the seventeen (17) mile Sub-Primary and a twenty-seven (27) mile radius.

2. Travel Allowance

ZONE 1: For mechanics and helpers authorized to use their personal vehicles, a travel allowance of \$14.00 for will be paid.

Employees operating or riding in a Company vehicle shall be entitled to a travel allowance of no more than \$10.50.

ZONE 2: For mechanics and helpers authorized to use their personal vehicles, a travel allowance of \$20.00 for will be paid.

Employees operating or riding in a Company vehicle shall be entitled to a travel allowance of no more than \$15.00.

This applies to Jacksonville Primary only.

ZONE 3: For mechanics and helpers authorized to use their personal vehicles, a travel allowance of \$25.00 for will be paid.

Employees operating or riding in a Company vehicle shall be entitled to a travel allowance of no more than \$18.75.

This applies to Jacksonville Primary only.

To qualify for the travel allowance, the employee must be on the job at the beginning of the work day and shall not leave until the end of the work day.

The travel allowance shall cover new construction, modernization, and major repair work only.

SECTION IV. PER DIEM

When Elevator Constructor mechanics or apprentices/helpers work beyond the limits of the Zoned Secondary, each employee shall have the option of selecting either of the following for travel expense reimbursement:

OPTION A

The employee may elect to commute to and from the job on a daily basis, on the employee's own time and with no expenses. Under Option A, the employee will be paid a commuting allowance for each day worked in amount **\$36.00**; employees operating or riding in a Company vehicle shall be entitled to **\$22.00**. **(This paragraph modifies Article VII, Par.2A pursuant to the terms of Article XXVI, Local Option)**

The commuting allowance will also be paid for any paid holidays observed in accordance with Article VI of the NEBA-IUEC agreement that falls during the regular work week or the fifth day of a four day work week.

In order to qualify for the commuting allowance under Option A, each Elevator Constructor mechanic or apprentice/helper must be on the job at the regularly scheduled starting time and work until the end of the regularly scheduled work day as provided for in the applicable Article(s) of the collective bargaining agreement between NEBA and the IUEC.

On the last day of the job, should the job be completed before the end of the work day fifty per cent (50%) of the commuting allowance shall be paid .

OPTION B

Employees may elect to stay out of town at or near the job site. Employees who elect to stay out of town under Option B shall be reimbursed for lodging upon presentation to the Company of reasonable and actual hotel/motel receipts. Under Option B, employees shall also receive a meal allowance of **\$28.00** per day. Alternatively, in lieu of the meal allowance, employees may elect to receive reimbursement for meal expenses upon presentation to the Company of reasonable and actual meal receipts. Disputes as to what are reasonable, receipted, actual incurred expenses shall be resolved between the supervisor/superintendent and the local business representative.

Employees shall receive **\$28.00** for Saturday, Sunday and Friday of a four (4) day work week when work continues on the same job the following week.

On the last day of the job, should the job be completed before the end of the work day fifty per cent (50%) of the commuting allowance shall be paid .

The per diem amounts listed under Option A and Option B shall be increased by \$1.00 on January 1st each year that this agreement is in effect.

SECTION V. USE OF PERSONAL VEHICLES

1. When employees are authorized to furnish their own transportation, they shall be reimbursed at the "Standard Mileage Rate" published by the Internal Revenue Service (IRS), presently fifty and one half cents (\$.505) 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.
2. Contract service and repair employees using their personal automobiles for Company business including transporting spare parts, safety bags, materials, company tools, cleaning accessories, etc. shall receive an allowance of \$6.00 per day on which the use of the automobile is required.
3. Contract service employees shall be reimbursed for reasonable miscellaneous expenses such as parking fees, tolls, telephone calls, and other incidental expenses. Employees who transport other heavy Company materials, tools, parts, etc. shall be paid cartage or drayage. The amount of cartage or drayage shall be reasonable as to weight and distance. Any disputes as to what is reasonable will be resolved between the Company's Superintendent or Supervisor and the Local Business Representative.
No restrictions shall be placed upon the use of a personal vehicle by the Union and the Company shall not make the use of a personal vehicle a condition of employment.

SECTION VI. TRANSFER AGREEMENT

All work outside of either Primary shall require payment of zone expense or per diem. It is agreed that the employer may move or transfer on a permanent basis from the Jacksonville Primary to the Tallahassee Primary or vice-versa providing they comply with the following:

1. The original transfer of an employee from one Primary to the other primary shall be with the consent of the employee and the Local shall have ten (10) days notice in writing prior to the transfer of the employee.
2. The employer shall pay the employee the prevailing per diem rate until he has established a permanent residence. This per diem shall not exceed eight (8) weeks and the employer shall pay reasonable moving expenses for the employee's household effects.
3. The employer shall provide the employee work for a period of one (1) year in or from the Primary into which he is transferred. If work for one (1) year is not provided by the employer, he shall pay retroactive per diem to the employee for all time spent in the new Primary, plus moving the employee back to his original Primary under conditions in Paragraph 2 above.
4. Employees assigned to either the Jacksonville Primary or the Tallahassee Primary may temporarily work in the other Primary and shall receive per diem and expenses as set forth in the Local No. 49 Expense Agreement.
5. New men shall not be hired in the Tallahassee Primary if experienced men are available in the Jacksonville Primary, or vice-versa.
6. Members assigned to the Tallahassee Primary may perform any class of work in the Tallahassee Primary the same as the members assigned to the Jacksonville Primary may perform any class of work in the Jacksonville Primary. Any expenses incurred shall conform to the Standard Agreement and the Local No. 49 Expense Agreement.

SECTION VII. LENGTH OF AGREEMENT

This agreement shall be effective **February 8, 2008** and continue as long as satisfactory to both parties, but no change shall be made more often than three (3) months. Sixty (60) days notice in writing shall be given by the parties desiring such change and written notice shall constitute cause for a meeting of both parties.

The terms of the existing travel and expense agreement shall continue to apply to all current Construction, Modernization and Major Repair projects and to any projects currently awarded and/or bid under the terms of the current travel and expense agreement.

National Elevator Bargaining Association

James Walker
Chris Conelius
Willis
J. J. King
Mar. Stanley

Local 49, IUEC

Ron Vanadon
W. Malenich Council
Chad Waters
Bolt A Edd IUEC
Kevin P. Stronge IUEC

Jacksonville Local 49 - 2008

