

LOCAL TRAVEL AND EXPENSE AGREEMENT

BY AND BETWEEN

THYSSENKRUPP ELEVATOR

AND

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 49

SECTION I. PARTIES TO AGREEMENT

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

SECTION II. JURISDICTION

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

State of Florida: Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Hamilton, Jefferson, Lafayette, Leon, Liberty, Madison, Nassau, Putnam, St. Johns, Suwanee, Taylor, Union, and Wakulla.

State of Georgia: Atkinson, Bacon, Baker, Berrien, Brantley, Brooks, Calhoun, Camden, Charlton, Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Early, Echols, Glynn (Joint with Local No. 32), Grady, Lanier, Lowndes, Miller, Mitchell, Pierce, Seminole, Thomas, Tift, Ware, and Worth.

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

Exception: The area to the east of the Intracoastal Waterway, bordered by the St. John's River (on the north) and the J. Turner Butler Boulevard/Highway 202 (on the south) shall be ZONE 1.

A Sub-Primary of Local No. 49 is established to include all area within a seventeen (17) mile radius of the Florida State Capital, Tallahassee, Florida.

A Sub-Primary of Local No. 49 is established to include all area within a twelve (12) mile radius of the Courthouse, Gainesville, FL.

SECTION III. TRAVEL ALLOWANCE

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

The Jacksonville Primary shall have three zones known as Zones 1, 2, and 3. These zones are enclosed respectively by a twenty-seven (27) mile, thirty-five (35) and fifty (50) mile radius.

The Tallahassee Sub-Primary shall have one travel zone known as Zone 1, which encloses all of the area between the seventeen (17) mile Sub-Primary and a radius of twenty-seven (27) miles.

The Gainesville Sub-Primary shall have one travel zone known as Zone 1, which encloses all of the area between the twelve (12) mile Sub-Primary and a radius of twenty-four (24) miles.

ZONE 1: The area outside of the Primary/Sub-Primary from the seventeen (17) mile radius to the twenty-seven (27) mile radius in Jacksonville and Tallahassee. For Gainesville, the area outside of the twelve (12) mile radius to the twenty-four (24) mile radius.

A travel allowance of \$14.00 for field employees shall be paid; the allowance shall be \$10.50 if assigned to operate or riding in a company vehicle. This applies to the Jacksonville and Tallahassee Primaries.

A travel allowance of \$12.00 for field employees shall be paid; the allowance shall be \$ 10.50 if assigned to operate or riding in a company vehicle. This applies to the Gainesville Primary.

ZONE 2: The area outside of the twenty-seven (27) mile radius extending to the thirty-five (35) mile radius.

A travel allowance of \$20.00 for field employees shall be paid; the allowance shall be \$15.00 if assigned to operate or riding in a company vehicle. This applies to the Jacksonville Primary only.

ZONE 3: The area outside of the thirty-five (35) mile radius extending to the fifty (50) mile radius.

A travel allowance of \$25.00 for field employees shall be paid; the allowance shall be \$18.75 if assigned to operate or riding in a company vehicle. This applies to the 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

Employees working beyond the limits of the outer zones shall have the option of selecting from the following options for travel expense reimbursement:

OPTION A An employee electing to commute to and from the job site on a daily basis outside of normal working hours, on his own time and with no expenses, shall be paid a commuting allowance at the rate of thirty-six dollars (\$36.00) for each day worked and for paid holidays which fall during the regular work week. In those situations where an employee is assigned to work a four (4) ten (10) hour day work week, and work continues during the following week, the employee shall receive the daily per diem for Friday.

Exception: An employee who is given or who rides in a Company vehicle, who elects this option shall receive twenty-two dollars (\$22.00) per day.

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 work day as provided for in the applicable Article(s) of the current collective bargaining agreement between the parties.

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

OPTION B An employee may elect to stay out of town at or near the job site. Under these circumstances, the employee shall receive a meal allowance of twenty-eight dollars (\$28.00) per day and will be reimbursed for reasonable lodging expenses based upon receipts presented to the Company. 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.

Where work continues at the job site, during the following week, the employee will receive the meal allowance for Saturday and Sunday. In those situations where an employee is assigned to work a four (4) ten (10) hour day work week, and work continues during the following week, the employee shall receive the daily meal allowance for Friday, Saturday, and Sunday.

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

The above listed dollar figures under Option A and Option B Per Diem shall increase by one dollar (\$1.00) effective January 1 for each year that this agreement is in effect.

Per Diem will be allowed for holidays which fall during the regular work week.

SECTION V. USE OF PERSONAL VEHICLES

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 (\$.505) cents 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.

Contract service and repair employees using their personal automobiles for Company business including transporting spare parts, materials, company tools, cleaning accessories, etc. shall receive an allowance of \$6.00 per day on which the use of the automobile is required.

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 the Primary or Sub-Primaries shall require payment of zone expense or per diem. It is agreed that the employer may move or transfer on a permanent basis from one Primary to either Sub-Primary (Tallahassee or Gainesville) or vice-versa providing they comply with the following:

1. The original transfer of an employee from a Primary to a Sub-Primary (or vice versa) 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/Sub-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/Sub-Primary, plus moving the employee back to his original Primary/Sub-Primary under conditions in Paragraph "2" above.
4. Employees assigned to either the Jacksonville Primary or the Tallahassee Sub-Primary or the Gainesville Sub-Primary may temporarily work in the other Primary/Sub-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 Sub-Primary if experienced men are available in the Jacksonville Primary, or vice-versa. This shall also apply to the Gainesville Sub-Primary.
6. Members assigned to the Tallahassee Sub-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. This shall also apply to the Gainesville Sub-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 on February 1, 2008 and shall 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.

For ThyssenKrupp Elevator:

J.P. Henney
Tom McCabe
[Signature]

For IUEC Local No. 49:

Ron Vannadore
Chad West
Mike J. [Signature]
Bob Edg

Jacksonville Local 49 - 2008

