

**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 X 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 X 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 worked and, for paid holidays which fall during the normal workweek. 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.

...reimbursing the Company, receipts on the charges.

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 or tools, (other than personal hand tools) in their personal vehicles they shall be paid dryage or cartage with a weight of 0-5 pounds shall be paid \$2.00, 5-50 pounds shall be paid \$15.00, 50-100 shall be paid \$25.00 per day. Nothing in excess of 100 lbs. 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.

## **SECTION VIII. HOLIDAYS**

In addition to the paid holidays in the National Agreement, the following non-paid holiday shall be observed - President's Day.

## **SECTION IX. TRANSFER AGREEMENT**

It is agreed that the Company may move or transfer any elevator constructor on a permanent basis to or from the primaries and sub-primaries providing that the following are compiled with:

1. The Company shall pay the elevator constructor the prevailing per diem rate (\$45.00 per day) until he/she has established a permanent residence. The per diem shall be for a period not to exceed eight weeks.
2. In addition, the Company shall pay reasonable moving expenses for the elevator constructor's household effects. This move or transfer to another primary shall be predicted upon one year's employment.

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3. Should the Company request the elevator constructor to relocate within that one year period, the Company shall pay retroactive per diem expenses to the elevator constructor for the time spent in the new primary.

This shall not apply in the event the elevator constructor is discharged for cause in accordance with the provisions of Article XXII, Par. 4(e).

## **SECTION X. LENGTH OF AGREEMENT**

This agreement shall be effective April 1, 1999 and will continue as long as satisfactory to both parties. Thirty (30) days written notice of a desire to change the agreement shall be given by either party and such written notice shall constitute cause for a meeting of the parties.