

SECTION I. PARTIES TO AGREEMENT

This agreement is made by and between National Elevator Industry Inc. (hereinafter referred to as the NEII or the Employers) and the International Union of Elevator Constructors Local No.135 (hereinafter referred to as the Union or the Local).

SECTION II. JURISDICTION

Charlotte, NC Primary- that area within a circle of sixteen (16) mile radius using the intersection of Tryon and Trade Streets as the center and to include all of Mecklenburg County.

Asheville, NC Primary- That area within a radius of ten (10) miles using Pack Square as the center.

Myrtle Beach, SC Primary- That area within a radius of twenty (20) miles using the intersection of State Road 501 and State Road 17 as the center. Including an area framed by State Road 905 to the North Carolina State Line and east to the coast.

Columbia, SC Primary- That area within a radius of fifteen (15) miles using the State Capitol as the center.

Greenville, SC Primary- That area within a radius of fifteen (15) miles using the intersection of Main and Washington Streets as the center.

Charleston, SC Primary- That area within a radius of twenty (20) miles using the intersection of Meeting and Broad Streets as the center. (This Primary will be in effect when the Joint Jurisdiction Committee awards Local 135 the requested additional territory)

Members of Local 135 living in the Charleston primary and zoned areas shall be hired first. Until such time an employer establishes a sales/service office in the Charleston

primary, they may use the work force out of the offices presently doing the work in the Charleston area.

The secondary jurisdiction of the Local shall include the counties in North Carolina and Georgia as per the terms and conditions agreed upon by the International Union of Elevator Constructors shall include the counties in North Carolina, South Carolina and Georgia as per the terms and conditions agreed upon by the International Union of Elevator Constructors (see attached list of counties and conditions which will become a part of this agreement).

SECTION III. TRAVEL ZONES

The following travel zones shall be established in the secondary jurisdiction of the Local:

ZONE ONE

As applicable to the Charlotte, Columbia, Greenville, Myrtle Beach, and Charleston

ZONE TWO

As applicable to the Charlotte, Columbia, Greenville, Myrtle Beach, and Charleston primaries, that area outside of the primary and within a thirty-six (36) mile radius of the center of the respective primaries.

In Zone One, a Travel Allowance of \$18.00 per day will be paid to mechanics and helpers/**apprentices**. (Exception: Employees driving Company owned vehicles shall receive \$14.00 per day).

To qualify for the Zone One or Zone Two allowance, the employee must be on the job at the commencement of the workday and shall not leave until the end of the workday.

An employee starting or finishing the normal work day in Zone One (1) or Zone Two

(2) who is dispatched to or from a job site in the primary shall be entitled to one-half of the Zone One (1) or Zone Two (2) Travel allowance, whichever is applicable for that day.

The above arrangements shall cover new construction, modernization, and major repair work only. However, if there are extenuating circumstances concerning a contract service employee traveling to his/her first stop on his/her assigned route outside the primary, the Local Business Manager and Employer shall meet to remedy the situation.

In lieu of the Travel Allowance, the Company shall have the option of paying actual travel time and expense from the primary.

SECTION IV. PER DIEM

Employees working beyond the established travel zones for their respective primaries shall be reimbursed at the rate of \$32.00 dollars per day expenses including Saturday, Sunday and holidays, (Exception: Employees driving Company owned vehicles shall receive \$25.00 per day), or be reimbursed for actual room and meal expenses upon presentation of receipts. Any disputes as to what are reasonable receipts shall be resolved between the Employer, Employee and the Local Business Manager. On the first day out and last day back the employees shall receive traveling time and expenses.

The Employer shall have the option of paying actual travel time and expenses in lieu of per diem.

SECTION V. USE OF PERSONAL VEHICLES

When employees furnish their own transportation, they shall be reimbursed at the Standard Mileage Rate published by the Internal Revenue Service (IRS) currently **fifty five (\$55)**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 vehicles for Company business shall be reimbursed for reasonable parking where free parking is not available. Construction or Modernization employees assigned to a job site where free parking is not available within four (4) blocks of the job site, or where other Company provided parking is not available, will be reimbursed for parking at the rate of \$3.00 per day worked. Any reasonable parking expense in excess of \$3.00 per day worked shall be reimbursed only upon presentation of receipts to the Company. Consideration is to be given to the safety of the employee and the vehicle. If a dispute arises the Business Manager of Local 135 and the Employer shall meet and agree on the parking lot.

Employees working on contract service that use their personally owned automobile for Company business and carrying Company material such as small spare parts, meters Company tools, manuals, etc. will receive an allowance of \$4.00 per day in a twenty-four (24) hour period.

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 dispute as to what is reasonable will be resolved between the Company Supervisor/Superintendent and the Local Business Manager/Representative. Employees shall not be required to carry hazardous materials in their personally owned vehicles. The determination of what materials are hazardous shall be made in accordance with local, state, and/or federal regulations.

No restrictions shall be placed upon the use of a private vehicle by the Local and the Company shall not make the use of a private vehicle a condition of employment.

SECTION VI TRANSFER BETWEEN PRIMARIES

The following conditions shall apply to transfer of employees from one primary of the Local to another primary of the Local.

1. An employee sent from one primary to another on a temporary assignment will be paid expenses in accordance with the provisions of this agreement.
2. An employee who is transferred from one primary to another and his assignment does not require a house hold move shall receive four (4) weeks of per diem and thereafter shall be a permanent employee of the new Location.
3. An employee who is transferred from one primary to another and his assignment does require a house hold move shall receive six (6) weeks of per diem and thereafter shall be a permanent employee of the new Location.
4. When a person is hired in any primary he/she shall be used in the other primaries by application of (1), (2), or (3) above.
5. When a person is permanently transferred as outlined in (2) or (3) above he/she shall be guaranteed a total of six (6) months employment in the new location or he/she will be paid for the entire period less the per diem already paid.

This provision shall not apply in the event the employee is discharged for cause.

NOTE: All jobs bid before the effective date of this agreement shall be worked under the prior agreement. A job list of all jobs affected will be furnished to Local 135 within 30 days.

