

TRAVEL TIME AND TRAVEL EXPENSE AGREEMENT
between
NATIONAL ELEVATOR BARGAINING ASSOCIATION
and
LOCAL #9, IUEC – Minneapolis, MN

SECTION 1. PARTIES to the AGREEMENT

This agreement is reached by and between National Elevator Bargaining Association (hereinafter "NEBA" or the "Company") and the International Union of Elevator Constructors, Local No: 9 (hereinafter the "Union" or the "Local") and shall become effective on August 1, 2008.

SECTION II: Primary, Sub-primaries, Zones and Secondaries

This section applies to employees assigned to construction, modernization and major repairs. Employees performing Contract Service work as defined in Article IX of the NEBA agreement shall be entitled to Zone Expense when they are required to be outside of their Primary/Subprimary before or after regular hours of work. Employees assigned to overtime callbacks are not entitled to Zone or Subsistence, but shall be compensated in accordance with Article IX, Par 8 of the NEBA agreement.

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| A. Minneapolis Primary:
Travel Zone (T) | 15 mile radius from the State Fair Grounds
15-30 mile radius from State Fair Grounds |
| B. Duluth Sub-Primary:
Travel Zone (T) | 10 mile radius from City Hall
25 mile radius from City Hall and including
the Potlach Facility at Cloquet |
| C. Sub-Primary Fargo: | 15 mile radius from City Hall |
| D. Secondary Jurisdiction: | The entire state of Minnesota and North Dakota plus
the following counties in Wisconsin: Douglas, Bayfield, Ashland, Iron, Price,
Sawyer, Washburn, Burnett, Polk, Barren, Rusk, Taylor, Chippewa, Dunn, St.
Croix, Pierce, Pepin, Eau Claire, Clark, Jackson, Trempealeau, Buffalo, and
LaCrosse. |

Zone expense shall be calculated by multiplying the current wage rate for Local 9 by .75 (wage rate X .75). This amount will change up or down at the anniversary date of the wage rate change. Zone Expense may be paid at 50% of the Zone Expense rate when employees begin or end the work day in the Zone.

[Exception: When an employee is traveling in a Company supplied vehicle he shall be paid seventy-five (75%) per cent of the respective Zone Expense for each full day worked and for any paid holidays observed in that work week.]

B. SUBSISTENCE

Travel beyond the Travel Zone (T Zone) shall be paid as follows:

OPTION A An employee electing to commute to and from the job site on a daily basis shall be paid a meal allowance in an amount equal to the hourly wage rate for Mechanic's in Local 9 per day for each day worked and for paid holidays which fall during the regular work week. Where work continues on the same job site during the following week, the employee will receive the meal allowance of an amount equal to the hourly wage rate for Mechanic's in Local 9 per day for Friday (when working 4-10's) and for Saturday and Sunday. This amount will change up or down at the anniversary date of the wage rate change. *[Exception: employees driving or riding in a company vehicle who elect this option shall receive 75% of Option A per day.]*

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 in an amount equal to the hourly wage rate for Mechanic's in Local 9 per day and will be reimbursed for reasonable lodging expenses based upon receipts presented to the Company. Where work continues on the same job site during the following week, the employee will receive the meal allowance of an amount equal to the hourly wage rate for Mechanic's in Local 9 per day for Friday (when working 4-10's) and for Saturday and Sunday. This amount will change up or down at the anniversary date of the wage rate change. Disputes as to what is reasonable shall be resolved between the superintendent/supervisor and the Local Business Manager/Business Representative. *[Exception: When an employee is traveling in a Company supplied vehicle and elects to commute to or from the jobsite on Friday (when working 4-10's) and for Saturday and Sunday shall receive 75% of the meal allowance for Friday (when working 4-10's) and for Saturday and Sunday only.]*

Under both OPTION A or OPTION B, on the first trip to the subsistence area and on the last day worked in the subsistence area, employees shall receive actual travel time and expenses including mileage rate on the first day out and the last day back.

C. Secondary Area Expense Agreement

1. Employees may be assigned by the Employer to designated locations outside the primaries, but within the Secondary, to perform Contract Service work (Art. IX). The Employer shall designate the city which will be the base of the employee's operation. That city's boundaries shall be the starting and ending point for each working day.
2. Travel time and expenses shall be paid from the agreed starting point, pursuant to the local expense agreement.
3. The employer and Local 9 shall establish a listing of employees by area who are assigned to these outlying locations. This list may be changed from time to time by agreement of the parties.
4. The Employer shall negotiate moving expenses with Local 9 pursuant to the terms of the NEBA-IUEC agreement when transferring new employees to these or other areas.
5. Any special conditions agreed to by the Employer and Local 9 shall be listed

in the area agreement.

6. Employees assigned to these Local Offices shall be permitted to perform those tasks listed in Art. IX, Par. 2B of the NEBA-IUEC agreement.

SECTION III. 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). Future rate changes in the mileage reimbursement rate shall be based upon changes in the IRS Standard Mileage Rate and shall become effective on the first of the month following the Employer's receipt of notice of the change.

Employees shall be paid the prevailing mileage rate with a minimum of four (4) miles whenever the vehicle is moved for business purposes. The minimum move does not include travel related to lunch or other meal breaks.

All employees who use their vehicles for the Employer's benefit must have a valid driver's license and insurance and shall provide proof of same upon request.

Service employees will be reimbursed for necessary parking after the first stop. When employees assigned to construction, major repair, or modernization work where free parking is not available within four (4) blocks of the job site, the Employer will reimburse actual parking (receipted) expenses not to exceed \$10.00 per day worked (rate is subject to annual review by Local 9); or the Employer may assign parking within four blocks of the job site; or the Employer may choose to authorize reimbursement of actual reasonable parking expenses incurred according to the business needs of the employer.

SECTION IV. TRAVEL TIME and SUBSISTENCE

All employees assigned work who are sent outside the primary, sub-primary or the Travel Zone for more than one day will be paid travel time and mileage on the day they are sent to or the day they are recalled from the job. On consecutive working days, on the same job, they will be paid per day subsistence as established in Section II, B, above.

Subsistence shall be paid for weekends where the work continues into the next week as well as for any paid Holidays that fall during the work week. An employee who has started a job in the Subsistence area and who has a mutually agreed vacation planned (scheduled for not less than 5 days and a minimum of 30 days in advance) during the term of the assignment, shall receive Subsistence for Saturday and Sunday prior to the scheduled vacation. If the employee is reassigned to another job upon his return from vacation, he shall be entitled to receive travel time and mileage home from the job he was assigned just prior to his scheduled vacation.

SECTION V. DISPUTE RESOLUTION

In the event the signatory parties are unable to resolve issues that might arise, the matter will be handled as outlined in Art. XXVI, Par. 4 of the NEBA-IUEC agreement.

Signed this 21st day of July, 2008 by:

For NEBA:

James Walker
Phil Pomeroy
Teresa Ellis Cundy
Chris [unclear]

For Local No. 9:

Jan [unclear]
Bennie Coney IUEC
David [unclear]