

**INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL NO. 12, KANSAS CITY, MO
AND
SCHINDLER, OTIS, and KONE
LOCAL TRAVEL AND EXPENSE AGREEMENT**

SECTION 1. PARTIES TO THE AGREEMENT

This agreement is made by and between the International Union of Elevator Constructors, Local No. 12 (hereinafter referred to as the "Local" or the "Union") and Otis, KONE, and Schindler Elevator Companies. (hereinafter referred to as the "Company").

SECTION 2. JURISDICTION

Par. 1. There will be the following primaries within the jurisdiction of Local 12 as follows:

Kansas City, MO Primary - that area encompassed by the following boundaries:

South Side- 135th Street (150 Highway) to Highway 291

East Side- a continuous line following Interstate 470 and Highway 291.

North Side- a line following Highway 152 to I29 North to I435.

West Side- a line following Interstate 435 to I-35 to 135th Street.

St. Joseph, Mo., Primary –that area within a circle of twelve (12) mile radius of the intersection of Faraon and 31st Streets.

Springfield, Missouri, Primary—that area within a circle of twelve (12) mile radius of the intersection of National and Grand.

Wichita, KS Primary – that area within a circle of twelve (12) mile radius of the intersection of Broadway and Douglas.

Topeka, Kansas, Primary—that area within a circle of twelve (12) mile radius of the intersection of Topeka Blvd. And SW 17th Street.

Par.2 The secondary jurisdiction of local #12 shall be the entire state of Kansas and the following counties in Missouri:

Andrew	Atchison	Barry	Barton	Bates
Benton	Boone	Buchanan	Caldwell	Carroll
Cass	Cedar	Chariton	Christian	Clay
Clinton	Cooper	Dade	Dallas	Daviess
DeKalb	Douglas	Gentry	Greene	Grundy
Harrison	Henry	Hickory	Holt	Howard
Jackson	Jasper	Johnson	LaClede	Lafayette

Lawrence	Linn	Livingston	McDonald	Mercer
Miller	Moniteau	Morgan	Newton	Nodaway
Ozark	Pettis	Platte	Polk	Putnam
Ray	St. Clair	Saline	Stone	Sullivan
Taney	Vernon	Webster	Worth	Wright

Par. 3 The employer shall have the option of assigning employee's from either Local #12 or Local #3 to work in the Missouri Counties of **Boone, Morgan, Miller, and Moniteau**. When such assignments are made, the employee shall receive wages and expenses in accordance with the Local Union in which they are a permanent member. However, this provision shall not restrict an employer from making temporary transfers under the provisions of Article XXII, Par. 4 of the Master Agreement for work in these counties.

Par. 4 The Wichita primary and the zoned secondaries surrounding the Wichita primary shall be the area of protection for probationary apprentices, first and second year apprentices hired and assigned in the Wichita primary. These apprentices will not be affected by layoffs in any other primary in Local 12's jurisdiction. This should be understood that probationary apprentices will not be hired in the Wichita primary if apprentices are on the Local 12 available for work list.

SECTION 3. TRAVEL ZONES

Par. 1. The following travel zones and travel allowances shall be established within the secondary jurisdiction applicable to new construction, modernization, and all major (two man repair) repair work only. These travel zones and travel allowances shall be applicable to only the Kansas City and Wichita Primaries.

ZONE A:

Zone A shall include that area outside of the primary within a circle of thirty (30) mile radius from the Kansas City, Missouri, City Hall, and in Wichita, the intersection of Broadway and Douglas Streets. A travel allowance equal to fifty-percent (50%) of the employee's prevailing hourly straight time scale plus \$6.50 will be paid. The \$6.50 additional payment shall not be applicable to any employee who is traveling in a Company vehicle.

ZONE B:

Zone B shall include that area outside of Zone A but within a circle of forty (40) mile radius of the Kansas City, Missouri, City Hall, and in Wichita, the intersection of Broadway and Douglas. A travel allowance equal to one hundred percent (100%) of the employee's prevailing hourly wage rate plus \$10.00 will be paid. The \$10.00 additional payment shall not be applicable to any employee who is traveling in a Company vehicle.

In order to qualify for the travel allowance in Zone A or Zone B, 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 Master Agreement.

When the local receives future wage adjustments, the new scale shall become the prevailing scale and will be applied to establish the travel allowance in Zone A and Zone B in Kansas City, and Zone A in Wichita, Kansas.

SECTION 4. PER DIEM

Par. 1. When Elevator Constructor Mechanics and Elevator Constructor Apprentice/Helpers work beyond Zone B, applicable to Kansas City and Wichita only, or outside of the primary if assigned to Springfield, St. Joseph, or Topeka, each mechanic and each apprentice/helper shall have the option of selecting one of the following options for travel expense reimbursement. No per diem shall be paid if a job assignment starts and ends the same calendar day.

OPTION A.

The employee may elect to commute to and from the job site on a daily basis, on the employee's own time and with no expenses. Under these circumstances, the employee will be paid per diem for each day worked in the amount of one hour (1) at the Local 12 prevailing mechanics' wage rate. The per diem will also be paid for any paid holidays observed in accordance with the provisions of Article VI of the Master Agreement, which fall during the regular workweek.

On the first day out each mechanic and apprentice/helper shall be paid the full diem; on the last day of the job, each mechanic and apprentice/helper shall be paid the full per diem expense if they complete eight (8) hours on the job. Should the job be completed before the end of the workday and they travel home during the regular workday, fifty percent (50%) of the per diem shall be paid for the last day on the job.

OPTION B.

The employee may elect to stay out of town at or near the job site. Under these circumstances, the employee shall be reimbursed for lodging based upon reasonable actual hotel/motel receipts presented to the Company and shall receive a meal allowance equal to \$25.00 per day. Alternatively, in lieu of a meal allowance equal to \$25.00 per day, the employee may elect to present reasonable actual meal receipts to the Company. Any disputes as to what are reasonable receipts shall be resolved between the supervisor/superintendent and the local business representative.

Where work continues on the same job site the following week, in lieu of the above allowances for Saturday and Sunday, the employee shall receive a per diem allowance in the amount of one hour (1) at mechanics current pay rate per day, for

Saturdays, Sundays, and for any paid holidays observed in accordance with the provisions of Article VI of the Master Agreement which fall during the regular work week.

On the first day out each mechanic and apprentice/helper shall be paid the full diem; on the last day of the job, each mechanic and apprentice/helper shall be paid the full per diem expense if they complete eight (8) hours on the job. Should the job be completed before the end of the workday and they travel home during the regular workday, fifty percent (50%) of the per diem shall be paid for the last day on the job.

SECTION 5. USE OF PERSONAL VEHICLES

Par. 1. An employee who uses his or her own vehicle for the employer's business shall be reimbursed at the "Standard Mileage Rate" published by the Internal Revenue Service, currently at forty and one half (\$.405) cents per mile. Future increases or decrease in the mileage reimbursement rate shall be based upon changes to this index, but the rate shall not be less than forty and one half cents (\$.405) per mile, and shall become effective at the beginning of the pay period following the company's receipt of notice of the change.

Par. 2. The Company shall pay the cost of all parking for contract service and repair employees when the employee's vehicle is used for the Company's business. Minimum mileage per authorized move shall be four (4) miles per move.

In addition, on construction and modernization jobs, which are located within the Downtown Loop (that area bounded by I-35 on the North and West, by I-70 on the East and by I-670 on the South) elevator constructor mechanics and apprentices/helpers shall receive a parking allowance of \$3.00 per day worked, unless free parking is provided for the project by the customer or some other mutually acceptable parking arrangements have been made by the Company.

Par. 3. When mechanics and apprentices/helpers transport or convey any material, parts, or tools (other than personal hand tools) the employee shall be paid cartage. The amount of cartage shall be reasonable according to weight and distance. When a dispute arises as to what is reasonable, the superintendent or supervisor and the local business representative shall resolve the issue.

SECTION 6. TRANSFER AGREEMENT

Par. 1. It is understood that employees may perform work in any primary of the local on a temporary basis provided that the employee is paid expenses in accordance with the provisions of this agreement when they perform work outside of their assigned primary.

Par. 2. For other than a temporary assignment, it is agreed that the Company may move or transfer an employee on a permanent basis from one primary to the other, or vice versa, provided the following are complied with:

a.) The transfer of the employee shall be with the written consent of the employee and the Local shall receive notice of the transfer not less than thirty days prior to the effective date of the transfer, where possible.

b.) An employee who is transferred on a permanent basis and the assignment does not require a household move shall receive four (4) weeks of per diem (on a 7 day basis) as a relocation allowance. After the four (4) weeks of per diem has been paid, it shall constitute a permanent move to the new primary.

c.) An employee who is transferred on a permanent basis and the transfer does require a household move, shall receive a maximum of eight (8) weeks of per diem (on a 7 day basis) as a relocation allowance, plus reasonable reimbursement of moving expenses for household effects as agreed upon by the Company and the local Business Representative.

d.) When an employee is permanently transferred as outlined above, the employee will be guaranteed twelve (12) months of work at or out of the new location or he/she will be paid per diem for the entire period of time less any per diem already paid.

e.) Provision (d) above shall not apply in the event an employee is discharged in accordance with the provisions of Article XXII, Par. 5(e) of the Master Agreement

f.) Provision (d) above shall not apply in the event an employee voluntarily quits.

g.) For an apprentice/helper who has been permanently transferred by the Company to Wichita, Springfield or outlying areas and subsequently successfully passes the mechanic examination within a (6) month time frame, and the Company does not have a mechanic position available in his current primary, the Company shall be obligated to transfer said employee back to the employee's original primary or an outlying area should the employee so elect.

h.) No transfer can be made to protect an apprentice from layoff.

Par. 3. Local #12 shall establish, maintain, and keep current an open list for the employment of elevator constructors to perform the duties required. The open employment list shall identify the home primary of each workman listed.

SECTION 7. DURATION OF AGREEMENT

This agreement will be effective on September 8, 2005 and will remain in effect as long as satisfactory to both parties, but no change shall be made within the first six months. Sixty (60) days notice in writing shall be given by either party of a desire to make a change, and such written notice shall constitute cause for a meeting of both parties.

Company Representatives

Local 12
