



**BUILDING AMERICA®**

March 4, 2021

Mr. Dennis Albers  
General Chairman, BMWED  
111 Imperial Blvd C-300  
Hendersonville, TN 37075

Mr. Patrick Charters  
General Chairman, BMWED  
801 W. Bristow Street  
Monticello, IL 61856

Mr. Tony Cardwell  
General Chairman, BMWED  
333 E. Broadway  
Mayfield, KY 42066

General Chairmen,

This is in reference to our discussion concerning the Company's desire to achieve a higher level of productivity in connection with scrap material pickup. In this effort, the Carrier has secured new equipment ("MofW Power Unit") to assist with this work.

It is agreed the Carrier will advertise Operator and Foreman positions under the provisions of Rule 21 (Restricted Positions) to support scrap material pickup work. Notation will be made on the bulletin to indicate it is a "Restricted Position" assignment. The restricted positions are added to, and governed by, Rule 21; except as modified as follows.

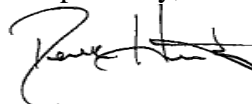
1. Once all applications are received, Management will review the applicant list and make appointment to the position.
  - a. The Carrier will retain this "Right of Selection" privilege for a period of twelve (12) months following signed execution of this Agreement. During this time period, the General Chairmen will be furnished an electronic copy of all applicants prior to assignment of a restricted position.
  - b. Following expiration of this twelve (12) month period, assignments will be made in accordance with Rule 19(b).
2. Assigned employees are required to remain on restricted assignments for a minimum of twelve (12) months from the effective date of assignment, unless granted hardship release.
3. Employees assigned to an Operator or Foreman restricted position shall receive the following hourly rate of pay:

- a. Operator: \$33.38
- b. Foreman: \$32.53

4. The above-listed restricted positions shall receive an additional \$2.25 per hour differential for all compensated hours worked. This differential allowance is not subject to general wage or cost of living allowance increases.

It is understood this agreement does not alter existing contracting rights, practices, or interpretations. All other CBA provisions remain unchanged. This agreement is made without prejudice to the position of either party, and does not establish precedent. If the foregoing correctly sets forth our agreement, please sign below.

Respectfully,



Derek E. Hinds  
Director, Labor Relations

*Agreed:*

  
General Chairman, BMWED

3/10/2021  
Date:

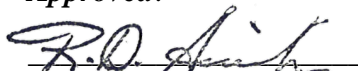
  
General Chairman, BMWED

3/10/2021  
Date:

  
General Chairman, BMWED

3/10/2021  
Date:

*Approved:*

  
Vice President, BMWED

3/10/2021  
Date: