

**The Belt Railway Company of Chicago**  
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**CHRISTOPHER R. STEINWAY**  
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Resources



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January 23, 2024

Mr. Brian Rumler  
General Chairman  
Brotherhood of Maintenance of Way Employees Division of IBT  
1968 S. Coast Hwy. #380  
Laguna Beach, CA 92651

Re: Memorandum of agreement to address various quality of life issues

Dear Mr. Rumler:

This letter will summarize recent discussions wherein the parties have agreed to modify the Parties' March 1, 2002 Agreement ("the Agreement"), as noted in each specific section below:

**ARTICLE 1 – PAID SICK DAYS**

With regard to the interest of the Organization to establish additional paid leave days for its members, the Parties hereby agree to modify the Agreement as follows:

1. Each employee shall be provided with four (4) additional paid sick days and may use such days as follows:
  - (a)
    - i. Employees will be required to utilize paid sick leave days ahead of any other unpaid layoff for personal or family sickness or health care appointments.
    - ii. In the event that the employee is planning to go on Railroad Retirement short term sickness benefits for more than a 2 week period, they must provide proof of application for benefits in lieu of using the remaining Paid Sick Leave Days.
    - iii. The employee must also comply with the company policy regarding Medical Leave of Absence and Return to Work protocol.
  - (b) Employees will use paid sick leave days for personal illness, injuries or health care appointments associated with themselves or their immediate family (i.e. spouses, children/stepchildren, and parents) that conflict with their scheduled work assignments.
  - (c) Use of paid sick leave days shall not be counted against an employee for purposes of Carrier's Standards for Employee Attendance or other applicable attendance policy.
  - (d) Carrier may not deny a paid sick leave day request provided that the request is made in accordance with the requirements outlined in Section 1(e) and (f) below.

- (e) Except under emergency circumstances, employees desiring to use paid sick leave shall notify their manager as early as possible, but in no case later than the start of the shift for which the employee desires to use such time.
- (f) Employees who are unable to notify their supervisor prior to the beginning of their shift shall be excused from this section if they produce a signed statement from their treating physician confirming that the employee was incapacitated and unable to contact his or her supervisor on the date in question. Such statement must be received by the Carrier no later than 48 hours following the absence in question.
- (g) Unused paid sick days will not roll over to next calendar year, and employees will forfeit any unused days not taken in the calendar year
- (h) Paid sick leave days will not be counted as “bridge” days for purposes of qualification for holiday pay under governing local or national holiday agreements.
- (i) Current year paid sick leave days will count as compensated time earned for purposes of Health & Welfare qualification and towards an employee’s 1/52 vacation rate of pay. Current year paid sick time will not count for purposes of vacation, personal leave, and/or Family Medical Leave Act qualification.
- (j) Employees leaving the service of the Carrier shall not receive compensation in lieu of unused sick leave.
- (k) Each paid sick leave day shall be paid at the employee’s basic daily rate of pay at straight time rate.
- (l) For employees who are dismissed or suspended and subsequently returned to service as a result of arbitration (regardless of specifics of the governing award), voluntary settlement, or other means, employees shall receive a pro-rated number of paid sick leave days based on the date of their return to service. Accordingly, the following schedule will govern:
  - a. Return to service January 1 – March 31: 4 days
  - b. Return to service April 1 – June 30: 3 days
  - c. Return to service July 1 - September 30: 2 days
  - d. Return to service October 1 - December 31: 1 day
- (m) Nothing in this Agreement is intended to change Carrier’s existing return to work or fitness for duty processes, procedures or ultimate Carrier discretion to determine same.
- (n) Employees with an employment relationship with the BRC on January 1 of each calendar year shall receive four (4) paid sick leave days in said calendar year.
- (o) For employees who enter into the service of Carrier, said employees shall receive a pro-rated number of paid sick leave days based on their respective hire date(s). Accordingly, the following schedule will govern:
  - a. Hire date January 1 – March 31: 4 days
  - b. Hire date April 1 - June 30: 3 days
  - c. Hire date July 1 – September 30: 2 days

d. Hire date October 1 - December 31: 1 day

e.

- (p) This Agreement is made without prejudice to any party's position. In the event the provisions of this Agreement conflict in any manner with the provisions of existing local, national, or collective bargaining agreement rules, the terms and conditions of this Agreement will govern.

## ARTICLE 2 – FOREMAN, INSPECTOR AND TAMPER OPERATOR PAY PREMIUMS; ENHANCED SAFETY RESPONSIBILITIES

1. The Parties hereby agree to immediately apply a \$2.00/hour pay premium to all Inspector and Foreman positions held by Organization-represented employees.
  - (a) Said premium shall be included in the revised daily and hourly rates for Inspector and Foreman positions and shall be subject to future wage increases.
2. Effective immediately, Inspector and Foreman positions hereby agree to participate and assist BRC's Safety Department in helping to communicate safety concerns from employees, and to help in promoting safety initiatives or relevant issues as determined by the Safety Department.
  - (a) Inspector and Foreman positions shall have the responsibilities including, but not limited to, maintaining safety and operating rules compliance within their respective gangs, and performing safety contacts within their respective gangs.
  - (b) It is agreed and understood that the occurrence of an incident or personal injury in and of itself shall not constitute grounds for disciplinary action against any Foreman whose work group is involved in such incident or personal injury.
  - (c) Each Inspector and Foreman will be provided training from Carrier's Safety Department on new required safety compliance and safety contacts duties.
3. The Parties further agree to immediately apply a \$1.00/hour pay premium to the Tamper Operator positions held by an Organization-represented employee.
  - (a) Said premium shall be included in the revised daily and hourly rates for Tamper Operator positions and shall be subject to future wage increases.

## ARTICLE 3 - ELECTRONIC CORRESPONDENCE

1. Claims and Grievances - This will confirm the Parties' desire to exchange claims and grievances electronically under Rule 49 of the Agreement. It therefore is agreed that the Parties will exchange grievance correspondences via electronic format (email) under the following conditions:
  - (a) The Parties will accept all claim correspondence as provided in the above-mentioned Rules by electronic format, such as e-mail, or standard mail. If appealed, it must be filed in the same manner as originally filed.
  - (b) Responses will be sent to the person who wrote the correspondence and those designated in Section by mutual agreement of the Parties.

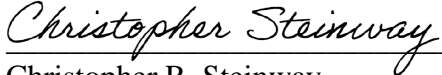
- (c) The Organization will not be required to notify the Carrier representative in writing of the rejection of his decision as required within Rule 44 of the Agreement.
  - (d) If filed through e-mail, each party may designate up to three (3) e-mail addresses to be carbon copied, in addition to the original sender. Failure to send correspondence to a carbon copied recipient is not a violation of the agreement nor renders the correspondence invalid.
  - (e) The appropriate email addresses will be set forth in letter format in the same manner as the Carrier and Organization identify Officer's to receive claim and grievance handling.
  - (f) Only one claim letter may be filed electronically at a time, i.e. attached to each email, and it will be in Adobe PDF format unless the parties agree otherwise. File numbers (both Organization and Carrier) will be identified in the subject line of the email and identify the stage of handling. Failure to identify a file number is not a violation of the agreement nor renders the correspondence invalid.
  - (g) The date the letter is electronically transmitted will be considered as the day it is received.
2. Investigations and Discipline – This will confirm the Parties’ desire to exchange investigation and discipline correspondence electronically under Rules 43 and 44, 45, 46, 47, and 48 of the Agreement. It therefore is agreed that the Parties will exchange investigation and discipline correspondences via electronic format (email) under the following conditions:
- (a) The listed rules require the Carrier to furnish the General Chairman and employe's representative copies of notice of investigations, transcripts and notices of discipline.
  - (b) By this letter agreement these documents along with other associated documents such as postponements, is acceptable electronically through email. This understanding is made without prejudice to either parties' position on the matter. The specific terms of all such electronic handling will abide by the electronic format agreed to in Article III, Section 1 of this letter agreement.
  - (c) This letter agreement will allow the Parties to benefit from the utilization of electronic exchanges in relationship to the discipline process however, all time limits as referred to in the aforementioned rules will remain applicable and will be adhered to in accordance with the Agreement.
3. Contracting Out Notices – This will confirm the Parties’ desire to exchange contracting out notices and related correspondence electronically under Rule 4 of the Agreement. It therefore is agreed that the Parties will exchange contracting out notices and related correspondence via electronic format (email) under the following conditions:
- (a) The listed rules and agreement state the Carrier "will notify the General Chairman of the Organization in writing as far in advance of the date of contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto...".
  - (b) By this letter agreement these documents along with other associated documents, are acceptable electronically through email. This understanding is made without prejudice to

either Parties' position on the matter. The specific terms of all such electronic handling will abide by the electronic format agreed to in Article III, Section 1 of this letter agreement.


- (c) This letter agreement will allow both Parties to benefit from the utilization of electronic exchanges in relationship to the contracting out process however, all time limits as referred to in the aforementioned rules will remain applicable and will be adhered to in accordance with the Agreement.

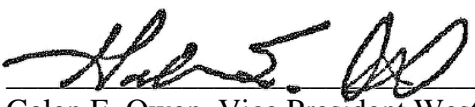
If the above accurately summarizes our agreement, please sign below in the spaces provided and return the memorandum to my attention.

Sincerely,

  
\_\_\_\_\_  
Christopher R. Steinway

I concur:

  
\_\_\_\_\_  
Brian Rumler, General Chairman  
Brotherhood of Maintenance of Way Employees Division of IBT

  
\_\_\_\_\_  
Galen E. Owen, Vice President West Region  
Brotherhood of Maintenance of Way Employees Division of IBT

cc:

P. Fields  
S. Schiemann  
C. Kerney