

The Belt Railway Company of Chicago
6900 South Central Avenue - Bedford Park, Illinois 60638-6397

TIMOTHY E. COFFEY
General Counsel, Secretary & Director Human Resources



Phone: (708) 496-4112
Fax: (708) 496-2608
E-mail: tcoffey@beltrailway.com

September 25, 2018

Mr. Tony Cardwell
General Chairman, BMWED/IBT
1828 E. Fort Union Blvd.
Cottonwood Heights, UT 84121

Re: Alternative Work Weeks

Dear Mr. Cardwell:

This will confirm recent conversations regarding the establishment of regularly-scheduled assignments that are subject to an alternative work week. In order to clarify the right of the Carrier to establish such assignments, the Parties hereby agree to the following:

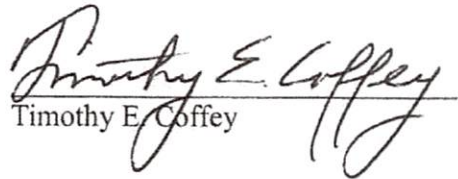
The BRC may, at its discretion, establish by bulletin, one (1) Weekend Gang with regularly-scheduled assignments consisting of five (5) eight (8) hour days followed by two (2) consecutive rest days that work Wednesday through Sunday, with rest days of Monday and Tuesday. The Weekend Gang shall consist of no more than three (3) employees assigned to a Foreman, Truck Driver and Laborer. ***No other positions will be permitted to set an alternative work week schedule under this Agreement.*** All other assignments will be bulletined and scheduled as defined in Rule 25 of the Parties' Current Working Agreement. For this Agreement, Weekend Gang Positions will also be advertised for assignment. In the event a position(s) cannot be filled by advertisement, the Carrier retains the right to fill the position(s) by assigning the position to the junior employee in each respective class.

1. Any assignment that is established by BRC with a work week that includes regularly-scheduled work days on Saturday or Sunday shall be paid a premium Straight Time hourly rate for each position so established, 11.5% greater than the applicable Straight Time rate paid for the same position that is scheduled to work Monday through Friday. Said premium Straight Time hourly rate shall be applicable for each of the five (5) regularly-scheduled work days, including work days that fall within the traditional Monday through Friday work week. Said premium Straight Time hourly rate shall be used to calculate any Overtime hourly rate that may apply to work performed in excess of eight (8) hours by regularly-assigned Wednesday through Sunday assignments. Furthermore, said premium Straight Time hourly rate shall be subject to future wage increases as negotiated between the BRC and BMWED either through national or local negotiations.
2. Any additional work which needs to be performed on Saturdays and Sundays that cannot be adequately addressed by the regularly-scheduled Wednesday through Sunday assignments shall be assigned in accordance with Rule 28 of the Parties' Current Working Agreement.

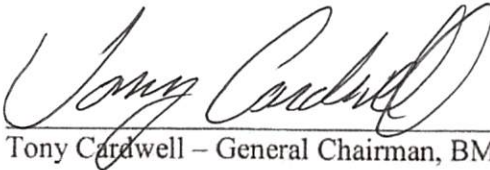
3. This Agreement is made on a non-precedent, non-referable basis and without prejudice to the positions of either party. Neither party shall refer to this Agreement in any arbitral, bargaining, nor judicial form, except as it relates to the enforcement of this Agreement.

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

Sincerely,


Timothy E. Coffey

I concur:


Tony Cardwell – General Chairman, BMWED


Louis Below – Vice President West Region, BMWED

cc:
M. Ferguson
A. Kurec
R. Perez