

June 13, 2019

File 210-40

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

Mr. Tony Cardwell  
General Chairman, BMWED  
1828 East Fort Union Blvd.  
Cottonwood Heights, Utah 84121

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

Mr. H. J. Granier  
General Chairman, BMWED  
333 East Broadway  
Mayfield, KY 42066

General Chairmen,

This is in reference to our recent discussions regarding the “Consecutive Compressed Half Work Period” (hereinafter “CCHWP”) listed within the 2012 Local/National Agreement, signed March 6, 2012, and the January 1, 2011 (MoPac) Agreement. The parties have reached the following special agreement:

The parties agree to temporarily suspend the eight (8) and nine (9) hour compressed work day options, found in Section (a) of the CCHWP portion of the 2012 Local/National Agreement. This temporary suspension will remain in effect through and including December 31, 2020. It is agreed that such suspension will not eliminate any other work schedules presently available to the parties.

In turn, the parties agree to temporarily amend the CCHWP section of the Agreements to create an “eight (8) days on, six (6) days off” (hereinafter “8 & 6”) compressed work schedule option. The “8 & 6” schedule will be regularly assigned ten (10) hours per work day, and will observe a “Tuesday through Tuesday” work schedule. Employees may also be scheduled alternate work periods listed herein to comply with governmental regulations.

Holidays for the “8 & 6” schedule will be observed at the beginning or end of the work period, as determined by the Carrier. All other holiday provisions found in Section (h) of the CCHWP will apply. The “8 & 6” temporary schedule option will remain in effect through and including December 31, 2020.

In connection with the creation of the “8 & 6” compressed schedule option, it is agreed the Carrier will implement this special agreement on Thursday, August 1, 2019 with the following understanding. Work groups previously referenced as “T-1 gangs” will begin work on August 1, 2019, and will work through and including August 6, 2019. Work groups previously referenced as “T-2 gangs” will begin work on August 6, 2019, and will work through and including August 13, 2019. Thereafter, the respective workgroups will observe opposing “8 & 6” Tuesday to Tuesday work schedules, unless otherwise changed in accordance with the applicable agreements.

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Subject: 8 & 6 Schedule

It is agreed this change will not be considered a "regular change" of work schedule, and employees will not be permitted an exercise of seniority during the initial implementation of the "8 & 6" work schedule.

Unless modified by the mutual agreement of the parties, this special agreement will expire at 11:59 PM on December 31, 2020, and all currently existing agreement provisions will again take effect at 12:00 AM on January 1, 2021. In the event this special agreement expires, employees will not be permitted an exercise of seniority during the initial reversion back to work day options found in Section (a) of the CCHWP portion of the 2012 Local/National Agreement.

This agreement is made without prejudice to the respective positions that the parties have made, or could yet still make, regarding CCHWP schedule options. Should any dispute arise regarding the application of this Agreement, the respective General Chairmen and designated Labor Relations officer will meet in a good-faith attempt to resolve any and all issues. In the absence of such resolution, disputes shall be handled in accordance with the parties' usual and customary manner.

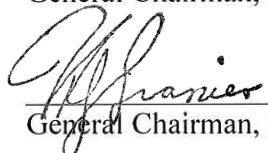
Except as provided herein, existing practices, understandings, or any other Agreements are not modified. This agreement becomes effective on 07/15, 2019.

For the Employees:

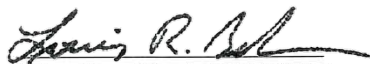
  
General Chairman, BMWED

  
General Chairman, BMWED

  
General Chairman, BMWED

  
General Chairman, BMWED

Approved:

  
Vice President, BMWED

  
Vice President, BMWED

For the Carrier:

  
Director, Labor Relations

  
General Director, Labor Relations