



BUILDING AMERICA®

December 3, 2020

File 210-40

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General Chairman, BMWED
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Hendersonville, TN 37075

Mr. Tony Cardwell
General Chairman, BMWED
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Mayfield, KY 42066

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

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 an agreement to amend the CCHWP section of the Agreements, as follows:

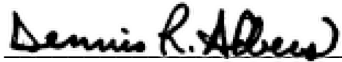
1. The Carrier may elect to work employees on an “eight (8) days on, six (6) days off” (hereinafter “8 & 6”) compressed work schedule. The “8 & 6” schedule will be regularly assigned ten (10) hours per workday and will observe a “Tuesday through Tuesday” work schedule. Employees may also be scheduled alternate work periods listed herein to comply with governmental regulations.
2. In order to transition a work group from one “8 & 6” schedule to another (inverse schedule change), the Carrier may assign them a “twelve (12) days on, nine (9) days off” (hereinafter “12 & 9”) compressed work schedule. This work schedule may not be observed for multiple work periods without the consent of the General Chairman, and any change in the “8 & 6” schedule must remain for the duration of the project. The “12 & 9” schedule will be regularly assigned ten (10) hours per workday and will start on Tuesday. Employees may also be scheduled alternate work periods listed herein to comply with governmental regulations. The ninth (9th) day of the 12 day work period will be considered the schedule change for employees who exercise a walk-off pursuant to Section (e) of the Consecutive Compressed Half Work Periods.

3. The Carrier may elect to work employees on a “seven (7) days on, seven (7) days off” (hereinafter “7&7”) compressed work schedule. The “7 & 7” schedule will be regularly assigned and will equal 80 hours over the 7 workdays, not to exceed 12 straight time hours per workday. This schedule will observe a “Tuesday through Monday” work schedule. Employees may also be scheduled alternate work periods listed herein to comply with governmental regulations.
4. In order to transition a work group from one “7&7” schedule to another (inverse schedule change), the Carrier may assign them an “eleven (11) days on, ten (10) days off” (hereinafter “11 & 10”) compressed work schedule. This work schedule may not be observed for multiple work periods without the consent of the General Chairman and any change in “7 & 7” schedule must remain for the duration of the project. The “11 & 10” schedule will equal 120 hours over the 11 workdays, not to exceed 12 straight time hours per workday, and will start on Tuesday. Employees may also be scheduled alternate work periods listed herein to comply with governmental regulations. The ninth (9th) day of the 11 day work period will be considered the schedule change for employees who exercise a walk-off pursuant to Section (e) of the Consecutive Compressed Half Work Periods.
5. The parties agree to suspend the eight (8) and nine (9) hour compressed workday options, found in Section (a) of the CCHWP portion of the 2012 Local/National Agreement. It is agreed that such suspension will not eliminate any other work schedules presently available to the parties.
6. If the Carrier elects to change the work schedules above to or from Consecutive Compressed Half Work Periods in the 2012 Local/National Agreement, signed March 6, 2012, and the January 1, 2011 Agreement the parties may enter into a reasonable understanding to ensure employees will not lose work opportunity yet be flexible in the work schedule that provides rest during the transition otherwise positions will be abolished and re-advertised.
7. Holidays for the above schedules will be observed at the beginning or end of the work period, as determined by the Carrier. All other holiday provisions found in the respective CBA and Section (h) of the CCHWP will apply.

This agreement is made without prejudice to the respective positions of the parties. Should any concern arise regarding the application or continuation 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, after the meeting either party may serve a 90 calendar day notice to the other party cancelling this agreement.

Except as provided herein, existing practices, understandings, or any other Agreements are not modified. This agreement becomes effective on January 1, 2021.

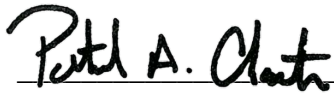
For the Employees:



General Chairman, BMWED

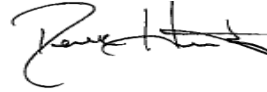


General Chairman, BMWED



General Chairman, BMWED

For the Carrier:

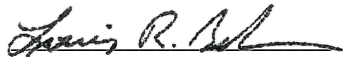


Director, Labor Relations

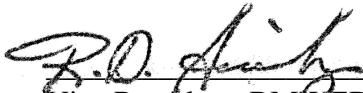


General Director, Labor Relations

Approved:



Vice President, BMWED



Vice President, BMWED