

PAID TIME OFF FOR ILLNESS AND WELLNESS

Effective January 1, 2023, each Employee who performed active service under the collective bargaining agreement between January 1 and September 28, 2022, and who maintains an active employment relationship with the carrier as of September 28, 2022, shall be provided an additional twenty-four (24) hours of paid time off (hereinafter referred to as “paid sick time” or “paid sick leave”) to be used for absences related to or resulting from: (i) physical or mental illness, injury, or medical condition; (ii) obtaining diagnosis, care, or preventative care from a healthcare provider; (iii) caring for a child, a parent, a spouse, a domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventative care described in (i) or (ii) or is otherwise in need of care; or (iv) domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in (i) or (ii), to obtain additional counseling, to seek relocation, to seek assistance from a victim services organization, or take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or to assist an individual related to the employee described in (iii) in engaging any of these activities.

Beginning on January 1, 2023 and continuing each year thereafter, all Employees will begin to qualify for and accrue paid sick time, at a rate of one (1) hour per every thirty (30) hours worked, up to a maximum accrued amount of fifty-six (56) hours of paid time off at given point in time in a given calendar year. The Employer shall calculate an Employee’s accrual of paid sick leave no less frequently than at the conclusion of each pay period or each month, whichever interval is shorter. Fractions of hours worked by the Employee shall be aggregated into the calculation of hours worked for the Employee during the applicable pay period, and such fractions of hours worked will carry over into subsequent pay periods for the purposes of aggregating hours but only if such hours were worked within the same accrual year. Employees shall be permitted to carry over unused paid sick time off from the current calendar year to the following calendar year, with a maximum carryover and accumulation of fifty-six (56) hours of paid time off.

Each Employee shall be permitted to use paid sick time in a minimum of one (1) hour increments. All hours of paid sick time shall be paid at the respective straight time hourly rate of pay of the position currently held by the Employee. If the Employee is unassigned at the time of use of paid sick time, the paid sick time off shall be paid at the respective straight time hourly rate of pay of the last position the Employee worked and was compensated.

Employees must report to their direct supervisor, or other appropriate available personnel (e.g., Gang Foreman Employee is currently working under, human resources representative, etc.) in the absence of the direct supervisor, their use of paid sick time prior to the scheduled start time of their workday, or as soon as practicable, in all instances where the use of paid sick leave was not foreseeable. However, an Employee’s request must be made at least seven (7) calendar days in advance of the use of paid sick leave, when the need for such paid sick leave is foreseeable (e.g., a scheduled doctor’s appointment). Reporting shall be made by the Employee orally (e.g., via telephone) or in writing (e.g., email), except for instances of the Employee’s physical incapacity or other emergent conditions that do not permit the timely reporting. In all instances, the request to use paid sick time will be treated as valid and granted upon the Employee’s request, subject to

certain conditions described in the paragraph below, and such granting will be communicated by the carrier to the Employee either verbally or in writing (e.g., via email) as soon as is practicable.

The carrier may require an Employee to provide certification issued by a healthcare provider to verify the need of paid sick time for a purpose described in (i), (ii) and (iii) above if the use of such paid sick time off encompasses three (3) or more consecutive workdays in a single occurrence. The carrier may require the Employee to provide documentation from an appropriate individual or organization to verify the need of paid sick time for a purpose described in (iv) above. The carrier may only require such certification or documentation if the carrier informs the Employee before the Employee returns to work that such certification or documentation will be required to verify the use of paid sick leave in each instance that the Employee is absent for three (3) or more consecutive workdays in a single occurrence.

The carrier may contact the health care provider or other individual who created or signed the certification or documentation only for purposes of authenticating the document or clarifying its contents. The carrier may not request additional details about the medical or other condition referenced, seek a second opinion, or otherwise question the substance of the certification. Such contact must be made by the carrier's human resources professional, leave administrator, or a management official that is not the Employee's direct supervisor. The carrier and its representatives must comply with HIPAA requirements when making such requests.

The carrier may require an Employee to provide new or supplemental certification or documentation for paid sick leave if the Employee is absent for three (3) or more consecutive workdays in a single occurrence. The carrier may make such request verbally or in writing to the Employee. The Employee shall have five (5) or more workdays from the carrier's request to provide new or supplemental certification or documentation. If after thirty (30) days the Employee has not provided any certification or documentation, or if after the five (5) or more workdays allowed for resubmission the Employee has either provided no new or supplemental certification or documentation or the new certification or documentation is still insufficient to verify the Employee's need for paid sick leave, the carrier may, within ten (10) calendar days of the Employee's deadline for providing such certification or documentation, retroactively deny the Employee's request to use paid sick leave. The carrier shall provide such denial in writing, specifying the reasons why the paid sick leave is being retroactively denied.

The carrier may recover the value of the paid sick time off the Employee received but to which the Employee was not entitled in circumstances where the carrier retroactively denies in writing the Employee's request to use paid sick leave. The carrier's recovery of the value of such pay shall be made in substantially equal installments from three (3) consecutive payroll periods beginning with the first payroll period following the carrier's retroactive denial of the Employee's request to use paid sick leave. However, such deductions must not otherwise violate the applicable Federal, State, or local wage payment or other laws as well as other applicable provisions of the Employee's respective collective bargaining agreement. The Employee is permitted to appeal the carrier's decision to retroactively deny such paid sick time off in accordance with the claims and grievance procedures within the governing collective bargaining agreement.

Employees shall be paid for all unused accumulated paid sick time upon their termination, resignation, or retirement from service of the carrier. In the event of the death of the Employee,

payment of all unused accumulated paid sick time will be issued: to the Employee's surviving spouse, if any; or the Employee's surviving children if there is no surviving spouse; or the Employee's estate if there are no surviving children. All hours of paid sick time shall be paid at the respective straight time hourly rate of pay of the position currently held by the Employee. If the Employee is unassigned at the time of use of, the paid time off shall be paid at the respective straight time hourly rate of pay of the last position the Employee worked and was compensated.

Employees who are dismissed or suspended from service but whose discipline is subsequently removed or overturned through arbitration, voluntary settlement or other means, shall receive pay for paid sick time lost, to the extent applicable. The Employee shall also qualify for and be credited for accrued paid sick time to be used in the current year that the Employee would have otherwise received if not for such improper discipline, to the extent applicable.

The provisions of the paid sick time have no effect on and in no way alter collective bargaining agreement terms regarding paid time off and application thereof for the Employees, including but not limited to the use of paid vacation (National Vacation Agreement and the subsequent amendments thereto), paid personal days, paid holidays (National Holiday Agreement and the subsequent amendments thereto), or the Family and Medical and Leave Act (FMLA) and any other laws applicable to the carrier. Short term disability benefits, such as supplemental sickness benefits and off-track vehicle benefits provided through a collective bargaining agreement or disability and job protection benefits that are voluntary and paid for solely by the Employee (e.g., Aflac), Railroad Unemployment Insurance Act (RUIA) sickness and unemployment benefits, do not count towards the required leave that must be provided under the provisions of this Agreement. The provisions of the paid sick time have no effect on and in no way alter RUIA or supplemental sickness benefits.

The carrier and its representatives, agents and employees, is prohibited from interfering with an Employee's right to accrue and use paid sick time off, retaliation for use of paid sick time off or discrimination against any Employee for use of paid sick time off. Interference, retaliation or discrimination includes but is not limited to: miscalculating the amount of paid sick time off an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an Employee from using paid sick leave, reducing an Employee's accrued paid sick leave by more than the amount of such leave used, engaging in activities that would prevent the Employee from accruing or using paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, making the use of paid sick leave contingent on the Employee's finding a replacement worker or the fulfillment of the carrier's operational needs, disciplining or discharging an Employee for using or attempting to use paid sick leave for the reasons specified in (i), (ii), (iii) or (iv) above, informing other Employees or carrier representatives about their rights in accordance with this agreement, filing any complaint, claim, initiating any proceeding or otherwise asserting any right or claim in accordance with this Agreement, or cooperating in any proceedings or investigations regarding such.

QUESTIONS AND ANSWERS

- Q1.** Do I qualify for twenty-four (24) hours of paid sick time off starting January 1, 2023, if I worked anytime between January 1, 2022 and September 28, 2022, and still maintain an employment relationship with the carrier?
- A1.** Yes.
- Q2.** When can I use my twenty-four (24) hours of paid sick time off if I need to after January 1, 2023?
- A2.** You can use any paid sick time off once you accrue paid sick time hours, for the reasons described in (i), (ii), (iii) and (iv) and provided you request the use of such accordingly.
- Q3.** Can I use my paid sick time off in one (1) hour increments if I needed to attend a medical appointment such as taking my child to the doctor or getting an annual physical?
- A3.** Yes, provided you request the use of such accordingly.
- Q4.** I have exhausted my twenty-four (24) hours of paid sick time off that I started with in January 2023, but I have worked 300 hours so far this year. Do I have more paid sick time off to use this year?
- A4.** Yes. You would now have accrued 10 additional hours of paid sick time off to use because you accrue 1 hour of paid sick time off for every 30 hours of work you perform during the year, until you accrue and accumulate a maximum of fifty-six (56) hours of paid sick time off.
- Q5.** What happens if I accumulate more than fifty-six (56) hours of paid sick time off?
- A5.** You cannot accumulate more than fifty (56) hours of paid sick time off at any given time.
- Q6.** If I have 2 hours of paid sick time off and I am terminated, am I entitled to payment of it?
- A6.** Yes. The railroad will issue payment to you for all hours of unused paid sick time, along with all other monies owed to you, following your termination.
- Q7.** If I appeal my discipline or termination and it is overturned, will I receive paid sick time payments for the paid sick time I lost and qualify for paid sick time off to use once back to work?
- A7.** Yes, to the extent applicable pursuant to the arbitration award, discipline waiver or settlement agreement.
- Q8.** If I have a doctor's appointment for myself 20 days from now, when should I asked to use my paid time off?

A8. This is a foreseeable absence, so you should ask your direct supervisor to use your paid sick time off for your doctor's appointment as soon as practicable but in no event not less than 7 days before your scheduled appointment.

Q9. Can I use my paid sick time off if I wake up in the morning and my child has an ear infection and needs to go see the doctor that day?

A9. Yes. This is an emergent and unforeseeable absence, so you should call or email the appropriate carrier official to report your request, usually your direct supervisor such as the roadmaster, prior to the start of your scheduled workday or as soon as practicable.

Q10. I got into a pretty bad car wreck on my way into work a few days ago; I was transported to the hospital and was sedated and didn't wake up until late that evening. Can I take paid sick time off?

A10. Yes. This is an emergent and unforeseeable absence, so you should request paid sick time off as soon as possible or ask an appropriate family member or care provider to report such on your behalf if possible.

Q11. I got to work today and started to feel really lousy and need to go see a doctor. Can I take paid sick time off today even though I already came into work?

A11. Yes, the railroad and your coworkers do not want you at work while you are ill. This is an emergent and unforeseeable absence, so you should call or email the appropriate carrier official to report your request, usually your director supervisor such as the roadmaster, or as soon as practicable.

Q12. I called in and requested to use my paid sick time for one day to go to the doctor. My roadmaster said I could not, even though I had plenty of paid sick time off hours left. He also called my doctor's office to ask if I had an appointment that day. Can he do that?

A12. No. The carrier must grant your request and your direct supervisor cannot call your doctor's office and ask for such information.

Q13. A coworker of mine is dealing with domestic violence, and they need some time away from work to get counseling and take legal action against the other person involved in this issue. Can my coworker take paid sick leave for this issue?

A13. Yes. Your coworker should make their request as soon as practicable to the appropriate carrier official. The carrier may request documentation from an appropriate individual or organization to verify the need to use paid sick leave for this issue, if your coworker is absent for three (3) or more consecutive full workdays. The documentation may be from the Employee by “self-certification”, or any person involved in providing or assisting with the care, counseling, relocation, assistance of a victim services organization, or related legal action, such as but not limited to a health care provider, counselor, representative of a victim services organization, attorney, clergy member, family member, or close friend. The carrier shall not disclose any verification information and shall maintain confidentiality.

Q14. I had ongoing treatment for a serious health condition this year, and I was physically incapacitated for three (3) consecutive days or more each time following my treatment. I used my paid sick time off each time for my treatment and the days of physical incapacity following each treatment. Each time, I requested my paid sick leave as far in advance as practicable but in no instance less than seven (7) days and the carrier approved my leave. But before I came back to work each time, the railroad required I provide certification or documentation before returning to work. Can the railroad do that?

A14. Yes, provided the railroad informed you of this requirement each time before you return to work that the certification or documentation will be required to verify the use of paid sick leave if you were absent for three (3) or more consecutive full workdays at each occurrence.

Q15. I called in and requested to use three (3) consecutive days of paid sick time. The railroad approved it at that time but then later notified me, in writing, that the paid sick time had been retroactively denied because I failed to provide new or supplemental certification or documentation regarding my leave. Now the railroad is going to recoup that paid sick time off out of my next three paychecks. Can the railroad do that?

A15. Yes. However, you have a right to appeal the railroad’s decision in accordance with your collective bargaining agreement.

Q16. I have accumulated fifty (56) hours of paid sick time off this year, and I do not need to use it. Can I carry it over to another year and use it then?

A16. Yes, you can accumulate up to fifty-six (56) hours and carry those hours over each year, but you can never exceed more than fifty-six (56) hours of accrued paid sick time at any given time.

Q17. Does my use of paid sick time off count towards my days of compensated service for qualifying for paid vacation, paid personal days and health and welfare insurance benefits?

A17. Yes.

Q18. Do my paid vacation days and paid personal days count towards my paid hours of work for qualifying and accruing paid sick time off?

A18. No.

Q19. I did not have any paid sick time off by November of this year, but I did work 200.5 hours in the month of November and 215.25 hours in December of this year. Would I have any paid sick time off starting January of next year?

A19. Yes. You would have 13 hours of paid sick time off. However, the fractions of hours that you worked in in November and December of this year will not carry over into the following year because those hours were not worked within the same accrual year.