

SICK LEAVE AGREEMENT

Between

BNSF RAILWAY COMPANY

And its employees represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

This Agreement is between BNSF (BNSF or the Carrier) and the Brotherhood of Maintenance of Way Employees Division (BMWED). In an effort to modernize agreements and create a better work life balance, the parties agree to paid sick days for employees pursuant to the terms below.

Effective January 1, 2023, and continuing on an annual calendar year basis each year thereafter, each Employee will be provided four (4) days of paid sick time per year. In addition to the annual paid sick time, each Employee who meets the qualifying vacation requirements of Article X of the December 11, 1981, National Agreement and the qualifying paid personal leave requirements of Article IV of the December 2, 2022, National Agreement, shall be permitted to annually convert and utilize up to a maximum of three (3) paid personal leave days per year as paid sick time off. Employees that convert and utilize paid personal leave days as paid sick time off will be subject to the reporting requirements of this agreement as described below. There will be no duplication of payment for the utilization of paid personal leave days converted to and used for paid sick leave. Employees desiring to convert personal leave days to paid sick time may do so at any time during the year by notifying the appropriate company officer designated by BNSF.

NOTE: Pro-rated for 2023: For the remainder of the 2023 calendar year, each employee will be provided one (1) day of paid sick time during the 2023 calendar year.

Each Employee shall be permitted to use paid sick time in a minimum one (1) day increments. All paid sick time shall be paid at the respective straight time hourly rate of pay of the position currently held by the Employee (but no greater than the rate of pay for a Personal Leave Day). Employees actually observing a paid sick time day while working a compressed workweek schedule will be charged with one paid sick day and will be paid the number of straight time hours scheduled for that day. 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 (but no greater than the rate of pay for a Personal Leave Day).

Employees must report to their appropriate available ranking personnel their use of paid sick time at the time of mark-off, or if that is not possible then 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. Reporting shall be made by the Employee orally (e.g., via telephone) or in writing (e.g., email or text message), except for instances of the Employee's physical incapacity or other emergent conditions that do not permit the timely reporting. Requests to use paid sick time will be granted subject to certain conditions described in the paragraph below, and such granting will be communicated by the carrier to the Employee

DA 9/15/2023
TAB 9/15/2023
JL 9/15/2023
JM 9/15/2023


Proposal accepted by BMWED subject to ratification by the membership.


either verbally or in writing (e.g., via email or text message) as soon as is practicable. BNSF may require an Employee to provide a note from a healthcare provider to document the need of paid sick leave. Unused paid sick time (including converted personal leave days) may be contributed by the Employee to his/her 401(k) account or cashed out at the end of the year at the employee's straight time hourly rate (paid at 8 hours per day) of the position currently held by the employee. Notably, employees must elect the type of payment based on one of two options: (1) receive a cash payment, or (2) deposit the amount into the employee's 401(k) account. Sick leave buy back cannot be split between the two. Sick leave that is contributed to an employee's 401(k) account is not subject to the Carrier matching contribution as set forth in previous agreements.

This Agreement is not intended to amend or supersede the terms of Engineering Instruction G.4 as currently written. 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 will be provided paid sick time, as set forth herein, to be used in the year of reinstatement that the Employee would have otherwise received if not for such improper discipline, to the extent applicable. In the event of the death of the Employee, payment of all unused accumulated paid sick time will be issued to the estate of the Employee.


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 the 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 leave days when not converted and utilized as paid sick leave, 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. An Employee shall not be required to first exhaust paid sick leave before using FMLA time off. 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.

AGREED, this ____ day of September, 2023.

 9/15/2023

 9/15/2023

 9/15/2023

 9/15/2023

Proposal accepted by BMWED subject to ratification by membership.

FOR BNSF Railway:



Rob Karov
Vice President, Labor Relations

Joe Heenan
General Director, Labor Relations



**FOR BROTHERHOOD OF
MAINTENANCE OF WAY
EMPLOYEES:**

Dennis Albers
General Chairman


Tim Bunch
General Chairman


George Loveland
General Chairman


John Mozinski
General Chairman

Staci Moody-Gilbert
Vice President

 9/15/2023

 9/15/2023

 9/15/2023

 9/15/2023

**Proposal accepted by BMWED subject to
ratification by the membership.**