

**AGREEMENT**  
**BETWEEN**  
**UNION PACIFIC RAILROAD**  
**AND**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**  
**(UP SYSTEM)**

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**TIME OFF FOR ILLNESS AND WELLNESS**

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This Agreement is made by and between Union Pacific Railroad (“UP” or the “Carrier”) and the Brotherhood of Locomotive Employees and Trainmen (BLET) as representative of UP employees in the craft or class of Engineer pursuant to the Railway Labor Act, as amended, 45 U.S.C. § 151 et seq.

**Article I: Paid Sick Time Off (PS days):**

- A. Effective August 1, 2023, employees will be provided three (3) days (in 24-hour increments) of paid sick time off (“PS” days) to be used for absences related to or resulting from the employee or eligible family member’s physical illness/injury, mental illness, doctor and dental appointments, hearing and vision appointments, or medical conditions.

**NOTE:** Eligible family members are the employee’s child, spouse, or parent.

1. Effective January 1, 2024 and continuing on an annual calendar year basis each year thereafter, an employee shall be provided five (5) days (in 24-hour increments) of paid sick time off to be used as outlined herein.
- B. Employees will be permitted to use paid sick time in twenty-four (24) hour increments. Each twenty-four (24) hour period will be paid at the basic daily rate of pay of the last service performed by the employee.

**NOTE:** An employee may mark up ahead of the expiration of the 24-hour layoff subject to their existing CBA rules regarding layoffs. However, one (1) PS Day will be deducted regardless of the duration of the layoff if less than 24 hours.

- C. In addition to annual paid sick time described above, each employee who meets the qualifying vacation requirements of the National Vacation Agreement shall be permitted to utilize up to a maximum of two (2) single vacation days as paid sick leave. Employees will be given the option to convert these two vacation days to paid sick days during the annual vacation scheduling process for each calendar year. Once converted, these days will be taken in accordance with this Agreement and paid at the employee’s 1/52<sup>nd</sup> rate when taken.

D. An employee will be required to utilize paid sick time off (PS) ahead of any other unpaid layoff for sickness (LS) or sickness in family (LK).

Example: Employee A has three (3) PS days. Employee A attempts to layoff sick (LS) through the Carrier's reporting system. Employee A will be placed in PS status and their available (PS) days will be reduced by one (1) day.

E. Paid sick time off will not be counted as a "bridge" day for purposes of qualification for holiday pay pursuant to Local and/or National Agreement holiday rules.

F. PS day(s) will be considered a layoff for existing agreements requiring an employee to be "marked up" in order to qualify for compensation for an annulled/laid-in day.

G. For an employee working a position that provides for a guarantee, the compensation for PS days will be handled in the same manner as other compensated leave under any new or existing guaranteed board agreements. PS days will also be treated in the same manner as other compensated leave in regard to the offset and/or forfeiture of guarantee under any new and/or existing guaranteed board agreements.

H. Current year paid sick time will count as compensated time earned for purposes of Health and Welfare qualification and towards an employee's 1/52 vacation rate of pay. Current year paid sick time will not count for purposes of vacation, personal leave and/or Family Medical Leave qualification.

I. An employee who is 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, including for the current year in which returning, to the extent applicable.

1. An employee returned to service from dismissal or suspension (with or without backpay) will qualify for PS days to be used in the current year the employee is returned and marked up for service, to the extent applicable, as provided in Article I, Section I.2 below.

**NOTE:** This provision also applies to new hires, employees returning to service from furlough or who were on a leave of absence at the start of the calendar year, and company officers returning to the craft after the start of the calendar year.

2. The qualifying PS days in Section I.1 above will be afforded based upon the specific date in the calendar year the employee is returned and marked-up for service as indicated in the chart below:

<b>Returned and Marked-Up for Service Between</b>	<b>PS Day(s) Available for Use</b>
January 1 <sup>st</sup> - March 13 <sup>th</sup>	Five (5) PS days
March 14 <sup>th</sup> - May 24 <sup>th</sup>	Four (4) PS days
May 25 <sup>th</sup> - August 4 <sup>th</sup>	Three (3) PS days
August 5 <sup>th</sup> - October 15 <sup>th</sup>	Two (2) PS days
October 16 <sup>th</sup> - November 30 <sup>th</sup>	One (1) PS day
December 1 <sup>st</sup> - December 31 <sup>st</sup>	None

3. Employees returning to service per Article I, Section I qualifying for vacation upon return may also elect to convert single vacation days to PS days as follows depending on the date returning to service:

January 1 – June 30: may elect to convert two (2) single vacation days to paid sick time (PS) per Article I.C.

July 1 – November 30: may elect to convert one (1) single vacation day to paid sick time (PS) per Article I.C.

This will be in addition to the prorated days received as outlined in Article I Section I.2.

**Article II: Unused Paid Sick Leave**

- A. Unused paid sick time will be paid out within 30 days following the end of each calendar year (or at such earlier time as may be required by applicable law) at the basic daily rate of pay of the last service performed by the employee. The Carrier agrees to make reasonable efforts to amend its 401(k) savings plan (“Agreement 401(k) Plan”) to permit an employee’s election to have an amount equal to the value of the employee’s entire unused paid sick time determined as of the end of the calendar year contributed as an elective deferral to the Employee’s Agreement 401(k) Plan account, in lieu of the payment of such amount in cash. The employee’s election will not be implemented unless the employee is otherwise eligible to participate in the Agreement 401(k) Plan during all or any portion of the last payroll period of the calendar year. The Carrier may adopt procedures for the making of such elections, including with respect to whether an election may be “evergreen” and carry over from one year to the next unless affirmatively changed. 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.

**Article III: General Provisions**

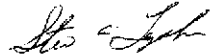
- A. PS days may be requested at any time on any day of the week and cannot be denied by the Carrier.
- B. There will be no duplication of benefits for employees who ebb and flow between train and engine service or any other craft during any calendar year. PS days provided for in this

Agreement, may only be utilized as a layoff while working as an engineer. Any unused paid sick time as a result of the employee being assigned in train service will be handled in the manner outlined in Article II. Should an agreement be reached with any other Carrier operating craft, it is understood that regardless of craft, the combined number of allotted paid sick days will not exceed the number provided in Article I, Sections A and C.

- C. The Carrier may require an employee to provide information about scheduled medical care appointments or other medical documentation to support the use of PS days. Nothing in this Agreement is intended to change Carrier's existing return to work or fitness for duty processes or practices.
- D. The provisions of this Article have no effect on and in no way alter collective bargaining agreement terms regarding paid time off and the application thereof for employees, including but not limited to the use of paid vacation (Local and National Vacation Agreements and the subsequent amendments thereto) and paid personal leave days, other than as outlined herein.
- E. An employee will be required to take any available paid sick (PS) leave concurrent with using leave provided under the Family Medical Leave Act (FMLA).
- F. Should any applicable federal or state legislation, regulation, or Executive Order become effective granting employees access to more paid time off for sickness than provided for in this Agreement or permits the use of sick related leave for purposes other than provided for in this Agreement, the parties will meet promptly to negotiate an appropriate amendment to this Agreement.
- G. This Agreement is made without prejudice to any party's position. In the event the provisions of this Agreement conflict in any manner with the provisions of existing Local, National, or collective bargaining agreement rules, the terms and conditions of this Agreement will govern.

AGREED, this 3<sup>rd</sup> day of June 2023.

**FOR THE ORGANIZATION:**



General Chairman, WRGCA



James Logan (Jun 3, 2023 11:32 CDT)

General Chairman, SRGCA



Ronnie Rhodes (Jun 3, 2023 11:24 CDT)

General Chairman, CRGCA (former MPUL)



Brian Carr (Jun 3, 2023 09:28 PDT)

General Chairman, UPWL (former SPWL)



Richard F. Crow (Jun 3, 2023 14:31 CDT)

General Chairman, UPNR (former CNW)



General Chairman, UPED

**FOR THE CARRIER:**



RRFCCA CATFS (Jun 3, 2023 16:20 CDT)

Director, Labor Relations



Jennifer Powell (Jun 3, 2023 16:07 CDT)

Director, Labor Relations



Beth Wilderman (Jun 3, 2023 18:28 CDT)

Director, Labor Relations



Craig G. Ingrisano (Jun 3, 2023 18:32 CDT)

Director, Labor Relations



Noomi Deines (Jun 3, 2023 18:34 CDT)

General Director, Labor Relations



Maqui Parkerson (Jun 4, 2023 07:25 CDT)

Vice President, Labor Relations

### **Questions and Answers Regarding Paid Sick Leave for Engineers**

**Q1: Can personal leave (PL) and vacation days (LV) days be converted to paid sick (PS) days?**

A1: As of the effective date of the Agreement, Engineers may only convert single LV days to PS days. However, should technology become available in the future that will permit the conversion of PL days to PS days, the Parties will amend the agreement to reflect that option.

**Q2: Is PS considered when evaluating Engineer's compliance with Union Pacific's Attendance Policy?**

A2: Under the current attendance policy, PS absences will not generate points. A PS absence will break the applicable credit period.