

Sick Leave

Agreement of July 3, 1969
 (as amended up to and including
 Mediation Agreement effective
 February 28, 1996,
 and

Letter Agreement of April 30, 1996)

Section 1

(a) Subject to the limitations hereinafter set forth, the Carrier will grant to each regularly assigned employee covered by this Agreement sick leave allowance on each working day when he is unfit for work on account of illness or disability, up to a total in any one year of twelve (12) days.

(b) In addition to the sick leave allowance provided in (a) above, Carrier will also establish as of July 3, 1969, the following "bank" based on the employee's previous years of service:

Less than 2 years	0 days
2 years and less than 3 years	3 days
3 years and less than 4 years	6 days
4 years and less than 5 years	9 days
5 years and less than 6 years	12 days
6 years and less than 7 years	15 days
7 years and less than 8 years	18 days
8 years and less than 9 years	21 days
9 years and less than 10 years	24 days
10 years and less than 11 years	27 days
11 years and less than 12 years	30 days
12 years and less than 13 years	33 days
13 years and less than 14 years	36 days
14 years and less than 15 years	39 days
15 years and less than 16 years	42 days
16 years and less than 17 years	45 days
17 years and less than 18 years	48 days
18 years and less than 19 years	51 days
19 years and less than 20 years	54 days
20 years and over	72 days

(c) The sick leave allowance provided in (a) of this Section which remains unused at the end of each sick leave year will be added to the employee's "bank" on the first day of the next sick leave year.

(d)(1) Newly hired employees will accrue one (1) sick leave day after completion of each two (2) months of service during their first calendar year of employment.

NEW HIRE WAGE PROGRESSION

1 st	365 CALENDAR DAYS	70%
2 nd	365 CALENDAR DAYS	75%
3 rd	365 CALENDAR DAYS	80%
4 th	365 CALENDAR DAYS	85%
5 th	365 CALENDAR DAYS	90%
AFTER	1,825 CALENDAR DAYS	100%

(2) In the second calendar year of employment, an employee will accrue an additional eight- (8) sick leave days in lieu of the twelve (12) sick days granted other employees.

(3) During the first two actual years of service (not calendar), a newly hired employee will not be entitled to sick leave benefits for the first through fourth day in each period of absence due to illness or an off-duty injury.

(4) In the third calendar year of employment, an employee will be granted sick leave benefits from the fourth day of any illness or disability consistent with all other provisions of the current Sick Leave Agreement.

(5) Current employees and those referred to in paragraph (d)(4) will be required to furnish medical proof acceptable to the Carrier for more than four consecutive days, or a third and subsequent sick leave absence consisting of a four-day period in a calendar year.

Failure to furnish such documentation will cause sick leave benefits to be denied for that absence.

The foregoing does not abrogate or in any way modify the Carrier's right to demand medical proof for the first or second absence when there is reason to believe such absences are questionable.

(e) No sick leave credits will be earned or accrued by employees engaged for temporary or seasonal employment; employees hired for summer work, or employees subject to rules governing probationary periods.

(f) No sick leave credits will be applied to an employee's bank during periods covered by leave of absence except where such leaves have been granted for military duty, full or part time union activities or while engaged on official positions with the Carrier.

(g) An employee working on an "extra list" shall be eligible for sick leave allowance hereunder, provided that, at the request of the Carrier, the United Transportation Union (Brotherhood of Railroad Trainmen) will provide for the expeditious transfer of qualified employees from one class of service to another where there is a need therefor to protect the requirements of service. In no event will an extra employee after qualifying hereunder be allowed more than 5 days sick leave allowance in his workweek.

Employees on extra lists shall be afforded the number of days sick leave allowance provided in Section 1(a) and (b), whichever is applicable.

Section 2

The term "sick leave year" as used in this Agreement, unless otherwise agreed, will mean a period of 12 months beginning on the first day of January and ending on the 31st day of December.

Section 3

(a) Sick leave allowance granted by this Agreement will be based on and paid for at the basic daily rate of pay of the employee's regular assignment in his grade of service (eight times hourly rate) and shall not, under any circumstances, include overtime, arbitraries, penalties or any other increment which either regularly accrues to the employee or which may have been earned by another employee during the sick employee's absence should his position be filled. Where applicable, employees on an "extra list" will be paid at the minimum daily rate applicable to the class of service on which last employed prior to period for which claim is made.

(b) Sick leave allowance will be granted to employees absent from work while incapacitated by injury received in performance of duty for Carrier and will not be charged against the employee's bank. This Section shall be subject to the provisions of Section 6 hereof.

(c) In no one year will an employee be granted more than 72 days sick leave allowance except an employee suffering from a catastrophic injury or illness will be permitted sick leave benefits to the full extent of available sick leave days in the employee's sick leave bank.

Section 4

(a) Should an employee's scheduled vacation commence during a leave of absence for illness, the vacation will be cancelled and rescheduled for a later date in accordance with the requirements of the service. The vacation will be re-scheduled by the Railroad so as to be completed no later than December 31. However, if there is not sufficient time remaining within which to reschedule such vacation prior to December 31, the vacation will be carried over to

the next succeeding year, with the employee to be granted actual time off and not payment in lieu of his vacation.

(b) Should an employee who is on vacation become ill, he must continue on his vacation and will not be entitled to any sick leave allowance during such vacation period.

Section 5

(a) No sick leave allowance will be paid for during the first three- (3) days of each absence account of sickness, nor will sick leave allowance be made in the following cases:

1. Absences due to indulgence in alcoholics or narcotics.
2. Absences due to any form of public misbehavior in which employee is found guilty as a result of civil action.

(b) No sick leave allowance will be granted to employees on their relief days, but will be granted on holidays for which charge will be made against their banks. If paid for holiday under the existing agreement, no payment will be made under this Sick Leave Agreement.

(c) No sick leave allowance will be granted to an employee who is unfit for work on account of an accident incurred while working for an employer other than the Carrier.

(d) No sick leave allowance will be paid for absences of less than one full day.

(e) Where a covered employee is absent for illness for nine (9) or more consecutive days, such employee shall receive sick pay from the first working day in such period of leave of absence for illness, provided the employee has sufficient unused sick time in a sick leave allowance bank.

(f) Employees, except those referred to in Section (1), Paragraph (e), who have no more than two periods of sick leave absence in a calendar year, will be paid for the first three days (excluding relief days) of those absences in January of the following calendar year. Employees who are compensated to the first day of an absence as a result of a nine-day absence will not be entitled to dual payment under this Rule, and such absence will constitute a period of absence as set out in this paragraph.

(g)(1) Effective February 28, 1996: Any sick days paid or reimbursed shall be deducted from an employee's sick leave bank. Employees

with ten or more years of service will be paid a non-pensionable lump sum severance payment upon voluntary separation or retirement of 50% of the value of all accumulated but unused sick days, provided that the number of accumulated but unused sick days is at least 50% of the total number of sick days posted to the employee's bank. Payment shall be made at the rate in effect on the date of separation. (This entitlement shall replace the previous sick leave buyout provision effective January 1, 1983.)

(2) The payment established in paragraph (g)(1) will not be included in pension calculations in any manner whatsoever.

(3) Employees on leave of absence for union business will be granted the payment provided in paragraph (g)(1).

(4) M.P.A. employees who return to a position subject to the provisions of the collective bargaining agreement must have a period of uninterrupted service of not less than two years from the date of such return prior to retirement under the provisions of the Agreement to qualify for payment set out in paragraph (g)(1) above.

(5) Effective February 22, 1999, employees who are entitled to a sick leave buyout under the Agreement and who die while on active status shall have the buyout amount paid to his/her spouse or beneficiary.

Section 6

In the event an employee initiates any action or proceeding against Carrier, or any individual or Insurance Carrier, on the basis of any alleged injury received in an off-duty accident or in the performance of duty for which sick leave allowance hereunder has been paid by this Company, the Carrier will have a lien against and is entitled to be reimbursed or to deduct from any recovery or settlement resulting from such action or proceeding up to the extent of the benefits so paid.

Section 7

(a) In addition to the sick leave allowance provided in Section 1 hereof, and after the employee's bank and vacation time, if any, is exhausted the following additional sick leave shall be provided at sixty (60) percent of what the employee's basic daily rate as specified in Section 3(a) hereof:

	Additional Days Per Sick Leave Year
Employees with less than 4 years of service at the beginning of the sick leave year	0
Employees with service from 4 years up to but not including 8 years at the beginning of the sick leave year	10
Employees with service from 8 years up to but not including 14 years at the beginning of the sick leave year	20
Employees with service from 14 years up to but not including 20 years at the beginning of the sick leave year	40
Employees with 20 years or more of service at the beginning of the sick leave year	72

(b) The additional sick leave days required under Section 7(a) shall not be accumulative from year to year but shall be available to the covered employees in each year. The additional days shall not be available to an employee unless he has exhausted his vacation time, if any, and is absent for illness for nine or more consecutive workdays, in which event the employee shall receive pay to the extent provided in Section 7(a) from the first day for which the Carrier is not required to pay him under Section 1 hereof.

(c) To be eligible to receive the supplemental sick leave allowance provided herein, during any sick leave year the employee must be eligible for an allowance of 12 days of sick leave in said sick leave year under Section 1 hereof.

Section 8

(a) In order to be granted a paid or unpaid leave of absence on account of illness, an employee must file a written application therefor, on a form provided by the Carrier. The application for sick leave must include a true statement of the cause of the applicant's absence from work, including the nature of the illness or disability, and must be made to the Carrier through the applicant's appropriate superior. If the application is for more than four days, it must comply with the following:

The burden of establishing that he was actually unfit for work because of illness will be upon the employee. Every application for sick leave, whether with or without pay, for more

than four consecutive days or for a third and subsequent sick leave absence consisting of a four-day period in a calendar year, must be accompanied by medical proof satisfactory to the Carrier and upon a form to be furnished by the Carrier, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his duties for the period of absence. This Section will not in any way relieve the employee from complying with Sections 8(c) and (d) of this Agreement. This will not supersede any of the applicable agreements.

Application for sick leave allowance upon which a licensed chiropractor has certified that an employee was unable to perform his duties for the period of the absence will be considered as establishing the burden of proof that such employee was in fact unfit for work on account of illness.

(b) The application form must be submitted to the Carrier through the applicant's appropriate superior within three days following the employee's return to work. In cases of prolonged illness the form may be filed during the period of absence.

(c) To be entitled to sick leave for any day on which he is absent from work because of illness, an employee except where it is impossible to do so must, at least three hours before the commencement of his scheduled tour of duty for that day, cause notice of the illness and the place and telephone number where he can be found during such illness, to be given by telephone, messenger, or otherwise, to his appropriate superior and must also give notice to such superior of any subsequent change in the place where he can be found. Where it is impossible to give such notice within the time prescribed herein, it must be given as soon as circumstances permit. Failure to cause such notice to be given will deprive the employee of his right to count such day as one of the three (3) days referred to in Section 5(a) hereof or to be paid for such tour of duty, whichever is applicable, and he will not be entitled to pay for any subsequent tour of duty from which he absents himself unless at some time, not less than four hours prior to the commencement of such tour of duty, he will have caused such notice to be given. Failure to cause such notice to be given as herein provided will not be excused unless the Carrier is convinced that special circumstances made it

impossible and is also convinced that notice was given as soon as the special circumstances permitted.

(d) Carrier reserves the right to investigate any or all employees calling off account of sickness by telephone or other means available to the Carrier. If a representative of the Carrier calls by telephone, or in person, at the place where the absent employee advised, under paragraph (c) hereof, that he could be found and cannot contact him, the absent employee will be subsequently advised by certified mail of Carrier's inability to contact him; and he will be deemed to be absent without leave unless he can within fifteen (15) calendar days from date of the letter's certification, prove to Carrier's satisfaction that he was unable to respond to such inquiry. Unless such employee complies with these provisions, he will not be granted sick leave and will be subject to appropriate disciplinary action in accordance with the provisions of the existing agreement.

Section 9

(a) Where an employee is entitled to benefits under the Railroad Retirement Act for absences due to illness or off-duty injury, credit will be taken by the Carrier for such benefits and only the difference between the Railroad Retirement benefits and the basic daily rate of the employee's assignment will be allowed.

(b) Where an employee is entitled to benefits under the Railroad Retirement and Unemployment and Sickness Act for absences due to illness or off-duty injury, credit will be taken by the Carrier for all such benefits regardless of the day that such benefits are payable for such credit taken by the Carrier for the Railroad Retirement and Unemployment and Sickness Act benefits will not be considered as reductions in an employee's straight time earnings for pension purposes.

(c) It will be incumbent upon the employee to apply for Railroad Retirement sickness benefits and Carrier will assume in all instances that such application has been made.

Section 10

An employee found to be in violation of the rules governing sick leave allowance will, in addition to being subject to denial of sick leave,

also be subject to appropriate disciplinary action in accordance with the existing agreement. Any serious violation or persistent infractions or fraudulent claim for sick leave may result in dismissal from the service in accordance with provisions of the existing agreement.