

AGREEMENT
BETWEEN
UNION PACIFIC RAILROAD
AND
SMART - TRANSPORTATION DIVISION
(UP SYSTEM)
TIME OFF FOR ILLNESS AND WELLNESS

This Agreement is made by and between Union Pacific Railroad (“UP” or the “Carrier”) and the Sheet Metal, Air, Rail Transportation Division (SMART-TD), as representative of UP employees in the craft or class of trainperson regardless of assignment in road or yard service (including Hostler/Hostler Helper & Firemen in Training) pursuant to the Railway Labor Act, as amended, 45 U.S.C. § 151 et seq. This Agreement will modify Article IV, Side Letter #3 and the associated Q&As of Public Law No. 117-216.

Article I. Paid Sick Leave

- A. Effective January 1, 2024, employees in all classes of service shall be provided five (5) days annually of paid sick days (PS) to be used for absences related to or resulting from the employee’s or family member’s physical illness/injury, mental illness, doctor and dental appointments, and hearing and vision appointments, or medical conditions. PS days will be paid at the basic daily rate of pay of the last service performed by the trainperson.
- B. Pursuant to Public Law No. 117-216, Article IV (Personal Leave), the additional paid leave day (“AD” day) will be paid at the basic daily rate of pay of the last service performed by the trainperson. This will be in addition to the paid sick time afforded above. The AD day may be used at any time on any day of the week and cannot be denied by the Carrier except for the Fourth of July, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day. Beginning at 18:00 on the day preceding the Fourth of July, Thanksgiving, and Christmas Eve, the AD day will be subject to supply and demand.
- C. In addition to the PS days described above, employees in all classes of service who meet the qualifying vacation requirements of the National Vacation Agreement shall be permitted to utilize up to a maximum of three (3) single vacation days as paid sick leave. Employees will be given the option to convert these three vacation days to paid sick leave during the annual vacation scheduling process for each calendar year. Converted vacation days will be taken and paid at the employee’s 1/52nd rate or basic daily rate of pay of the last service performed, whichever is higher.

NOTE: The parties agree the paid sick leave provided herein to all employees in all classes of service is intended to satisfy the obligation to provide unpaid scheduled days off that are necessary to attend up to three routine and preventative medical care visits per calendar year for employees in unassigned service provided for in paragraphs two (2) and three (3) of Side Letter #3 of Public Law No. 117-216, and described in the related Q&As. The remaining

paragraphs in Side Letter #3 remain unchanged.

- D. Employees will be permitted to use paid sick leave in twenty-four (24) hour increments.

NOTE: A trainperson may mark up ahead of the expiration of the 24-hour layoff subject to their existing CBA rules regarding layoffs. However, one day of paid sick leave will be deducted regardless of the duration of the layoff if less than 24 hours.

- E. Paid sick leave 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. Paid sick leave will be considered a layoff for existing agreements requiring a trainperson to be “marked up” in order to qualify for compensation for an annulled/laid-in day.
- G. Employees working positions that provide for a guarantee, the compensation for days of paid sick leave will be handled in the same manner as other compensated leave under any new or existing guaranteed board agreements. Paid sick leave will also be treated in the same manner as other compensated leave with regard to the offset and/or forfeiture of guarantee under any new and/or existing guaranteed board agreements.
- H. Paid sick leave 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 leave will not count for purposes of vacation, personal leave and/or Family Medical Leave qualification.
- I. 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 leave lost, to the extent applicable. The employee shall also qualify for and be credited for accrued paid sick leave to be used in the current year that the employee would have otherwise received, to the extent applicable (see chart below in #1).
 - 1. Employees returned to service from dismissal or suspension (with or without backpay) who were dismissed or suspended as of January 1st of the current year will qualify for PS days to be used in the current year the trainperson is returned and marked up for service, to the extent applicable, as indicated in the chart below based upon the specific date in the calendar year the employee is returned and marked-up for service:

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

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

January 1 – April 30: may elect to convert three (3) single vacation days, if available, to paid sick leave per Article I.C.

May 1 – August 31: may elect to convert two (2) single vacation days, if available, to paid sick leave per Article I.C.

September 1 – November 30: may elect to convert one (1) single vacation day, if available, to paid sick leave per Article I.C.

This will be in addition to the prorated days received as outlined in Article I Section I.1.

3. This Section I also applies to new hires, employees returning to service from furlough, employees who were on a leave of absence at the start of the calendar year, and/or company officers returning to the craft after the start of the calendar year. New Hires will receive paid sick leave as shown in the chart in Section I(1) after 100 days from start date in train service, extended for any period of inactive status, as defined in Article II.D.1.

Article II. Banking Paid Sick (PS) Days, Additional Day (AD), & Personal Leave (PL) Days

- A. Paid sick leave days, an unused additional day (AD) day, and personal leave (PL) days that are due, but not taken by the end of each calendar year, will be accumulated and banked, up to a maximum of sixty (60) combined days, unless otherwise required by applicable law. Except as otherwise provided for in this Agreement, banked days will be paid out upon retirement, termination, resignation, or death at the basic daily rate of the last service performed (including any applicable GWI/COLA increases). Banked paid sick leave converted from vacation days will be paid at the basic daily rate of the last service performed.
- B. Existing agreement provisions allowing for the carryover of PL days and requiring the “burn” of available PL days and single vacation days are hereby eliminated.
- C. After exhausting all other vacation, current year paid sick leave, PL days, and the additional day (AD), trainpersons assigned in all classes of service may request to cash out banked paid sick leave and PL days for an approved medical leave of absence(s). Once approved, these days will be paid at the basic daily rate of the last service performed (including any applicable GWI/COLA increases) prior to the approved leave of absence. The number of days to be cashed out, in addition to other compensated leave used, cannot exceed the number of days out of service.
- D. Each year, between October 15th and November 1st trainpersons may make (1) irrevocable request to “cash out” all or a portion of their banked days by electronic written request to

the Carrier's Timekeeping Department. Requests made outside of this time frame will not be honored unless approved by the General Chairperson and Labor Relations Director. The parties agree to consider more frequent options for cashing out banked days as the process may be automated through advances in current technology.

1. An employee gets one (1) request per year regardless of class of service and must be in an active status. Employees are considered in an "active" status unless they are furloughed, decertified, disqualified, terminated due to a rules violation, or on medical, short-term, or any other type of leave of absence.
 2. Unless otherwise required by law, payment will be made by no later than December 15th, each calendar year at the basic daily rate of the last service performed (including any applicable GWI/COLA increases) on the date of the request for payment.
- E. It is not the intent of this Agreement to provide PL days to trainpersons who are not otherwise eligible for PL days under existing agreements (i.e., trainpersons covered by holiday pay/assignment rules).
- F. If there is a discrepancy regarding the number of days of paid sick leave and/or PL days banked or not banked, the discrepancy must be electronically filed with the Carrier's Timekeeping Payroll Services no later than March 1 of the subsequent calendar year.

Article III. General Provisions

- A. Paid sick leave may be requested at any time on any day of the week and cannot be denied by the Carrier. Paid sick days converted from vacation days will be utilized ahead of PS days.
- B. Employees will be required to utilize paid sick leave ahead of any other unpaid layoff for sickness or sickness in family.

Example: Employee A has 3 days of paid sick leave available for use. Employee A attempts to layoff sick through the Carrier's reporting system. Employee A will be placed in paid sick leave status and their available paid sick leave will be reduced by 1 day.

- C. Paid sick leave will not result in any discipline under the Carrier's Attendance Policy.
- D. In certain cases where an employee uses consecutive days of paid sick leave or uses paid sick leave days in conjunction with other leave, the Carrier may require employees to provide medical documentation to support the use of paid sick leave. Nothing in this Agreement is intended to change the Carrier's existing return to work or fitness for duty processes or practices.

- E. 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. Paid sick leave provided for in this Agreement, may only be utilized as a layoff while working as a trainperson. It is understood that regardless of craft, the combined number of allotted paid sick days will not exceed the number provided in Article I.
- F. 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 trainpersons, 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 modified herein.
- G. 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.
- H. 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 31 day of July 2023.

FOR THE ORGANIZATION:

Roy Davis
Roy Davis, General Chairman

Luke Edington
Luke Edington, General Chairman

Scott Chelette
Scott Chelette, General Chairman

Gary W. Crest
Gary Crest, General Chairman

Joe Cornelius Jr.
Joe Cornelius, Jr., General Chairman

FOR THE CARRIER:

Maqui Parkerson
Maqui Parkerson, VP Labor Relations

J Powell
Jennifer Powell, Director Labor Relations

Craig Ingrisano
Craig Ingrisano, Director Labor Relations

Rebecca Cates
Rebecca Cates, Director Labor Relations

Beth Wilderman
Beth Wilderman, Director Labor Relations

Questions and Answers: Tentative SMART-TD Paid Sick Agreement

ARTICLE I

Q1: Do employees still have the ability to layoff for Medical Days (MD)?

A1: As of January 1, 2024, MD days are eliminated and replaced with Article I, (c) of this Agreement.

ARTICLE II

Q2: What happens when your 60-day bank is full and you have unused days at the end of the year?

A2: Any unused days in excess of 60 days will be forfeited.

Q3: I already have 60 days in my bank. How do I avoid forfeiting unused days at the end of year?

A3: To avoid forfeiting unused days, the employee must either use the days or make the election outlined in Article II(d) to cash out days that will exceed the 60 day limit.

Q4: If an employee is pulled out of service in the Fitness for Duty (FFD) process are they allowed to cash out their banked days for the time they are withheld?

A4: Yes, employees will be allowed access to their banked day(s).

Q5: If an employee who is pulled from service in the Fitness for Duty process or withheld in a medical status and is subsequently returned to service and made whole, but cashed out days from their bank what happens to the used bank days?

A5: Since they have already been paid, the employee will no longer have those bank days, but the payment for bank days will not be used to offset the make whole for any portion of the time withheld.

ARTICLE III

Q6: How are employees handled under Ebb/Flow?

A6: Employees will be handled in accordance with the applicable agreement of the craft they are working under at the time.

Q7: Will I get attendance points for taking paid sick leave?

A7: No, but paid sick leave will break the period for the purpose of determining eligibility for credit under the current Attendance Policy. An employee could be subject to discipline or dismissal outside of the attendance policy for improper use of paid sick leave.

Q8: May I take consecutive days of paid sick leave without medical documentation?

A8: It may be necessary to take consecutive paid leave days in cases of illness. However, you may be asked to provide medical documentation to support absences exceeding two or more

consecutive paid leave days or cases where paid sick leave is used in conjunction with other leave. Employees should communicate with their local managers about the need for extended absences.



General Chairpersons:

The following will address the one-time administration of paid sick days (PS), the unused additional day (AD), and remaining personal leave days for 2023:

1. If the effective date of this Agreement is no later than August 15, 2023, trainpersons in all classes of service will be provided three (3) days of paid sick (PS). If the effective date is later than August 15, 2023, the number of paid sick days provided will be in accordance with Article I, I.1. Any paid sick days unused on or before December 31, 2023 will automatically bank.
2. The administration of the additional day (AD) provided under Article 4 under Public Law Board No. 117-216 will remain unchanged for 2023. An AD day that is unused on or before December 31, 2023 will automatically bank.
3. Carryover provisions for the calendar year will be eliminated. Any personal leave days remaining at the end of the calendar year will automatically bank.
4. Medical days provided under Side Letter #3 of the Public Law No. 117-216 will remain unchanged for 2023.

If this accurately reflects the parties' understanding, please sign in the space provided below.

Sincerely,

Magui Parkerson

Magui Parkerson
Vice President, Labor Relations

Roy Davis
Roy Davis, General Chairperson

Scott Chelette
Scott Chelette, General Chairperson

Gary W. Crest
Gary Crest, General Chairperson

Joe Cornelius Jr.
Joe Cornelius, General Chairperson

Luke Edington
Luke Edington, General Chairperson



July 10, 2023

Mr. Luke Edington
General Chairman – SMART TD
5990 SW 28th Street #F
Topeka, KS 66614

Dear Mr. Edington,

The parties agree due to the unique fiscal year provisions for Personal Leave Days on the UP Eastern District property, a separate one-time administration of paid sick days (PS), the unused additional day (AD) and remaining personal leave days for 2023 is necessary. Therefore, the following will govern for the remaining of 2023:

1. If the effective date of this Agreement is no later than August 15, 2023, trainpersons in all classes of service will be provided three (3) days of paid sick (PS). If the effective date is later than August 15, 2023, the number of paid sick days provided will be in accordance with Article I, I.1. Any paid sick days unused on or before December 31, 2023 will automatically bank.
2. The administration of the additional day (AD) provided under Article 4 under Public Law Board No. 117-216 will remain unchanged for 2023. An AD day that is unused on or before December 31, 2023 will automatically bank.
3. Any carryover personal leave days remaining for the fiscal year ending July 31, 2023 will be allowed to be remained for use as a carryover personal leave day until December 31, 2023. Any carryover personal leave days remaining after December 31, 2023 will automatically bank. Thereafter, personal leave days will be banked on the subsequent fiscal years in accordance with Article II.
4. The handling of medical days provided under Side Letter #3 of Public Law Board No. 117-226 will be handled as follows:
 - a. Trainpersons with their full allotment of medical days provided under Side Letter #3 on or before the effective of the Agreement will be allowed to utilize one (1) medical day provisions of Side Letter #3 for the remaining of 2023.
 - b. Trainpersons who scheduled a medical day on or before the effective date of the Agreement will remain scheduled for use; however, any additional medical days for such trainpersons are eliminated.
 - c. Trainpersons who scheduled and used a medical day prior to the effective date of this agreement will no longer have any additional medical days available.



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If this accurately reflects the parties' understanding, please sign in the space provided below.

Sincerely,

Jennifer Powell
Director, Labor Relations

I AGREE:

Luke Edington
Luke Edington, General Chairperson