

**AGREEMENT**  
**BETWEEN**  
**UNION PACIFIC RAILROAD**  
**AND**  
**ROADWAY MACHINISTS, HELPERS, AND APPRENTICES IN**  
**MAINTENANCE OF WAY SERVICE**  
**PROVIDING**  
**PAID TIME OFF FOR ILLNESS AND WELLNESS**

This Agreement is made by and between Union Pacific Railroad (“UP” or the “Carrier”) and the Roadway Machinists, Helpers, and Apprentices in Maintenance of Way Service as representative of UP employees in the Roadway Machinist craft or class (“Employees”) pursuant to the Railway Labor Act, as amended, 45 U.S.C. § 151 et seq.

Effective April 1, 2023 and continuing on an annual calendar year basis each year thereafter, each Employee shall accrue 32 hours of paid sick time off (hereinafter referred to as “paid sick time” or “paid sick leave”) to be used for absences related to or resulting from physical illness, mental illness, off-duty injury, doctor and dental appointments, or medical conditions. The accrual of paid sick time off shall begin after the completion of the employee’s applicable probationary period. The number of hours of paid days for sick time off accrued for each Employee shall be prorated to 24 hours in 2023. The amount of paid sick time accrued by an employee in each year shall be pro-rated based on the dates on which an employee is eligible for paid sick leave as outlined in Appendix A of this Agreement. Each year’s annual paid sick time allowance, to the extent not utilized before the end of the year, shall not carry over for use in a subsequent year, but will be paid out as set forth in this agreement.

In addition to 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 October 12, 2022 National Agreement, as applicable, shall be permitted, in accordance with procedures adopted by the Carrier, to annually convert and utilize up to a maximum of three (3) personal leave days into up to 24 hours paid personal leave for use 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.

Each Employee shall be permitted to use paid sick time in a minimum one (1) day increments. Employee may request to use paid sick leave in other than one (1) day increments to be approved at management discretion. All 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.

A request for use of paid sick time off 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 doctor's appointment or procedure that is scheduled at least 7 days in advanced of the absence). If paid leave is unforeseeable, the employee must report their use at the time of mark-off, or if that is not possible, then as soon as practicable in all instances, but in no instance later than the time of mark-off. Reporting shall be made by the Employee in accordance with Carrier instruction regarding notification for absences from work.

The Carrier may require an Employee to provide information or documentation to support a scheduled medical care appointment or other medical documentation to support the need for paid sick leave.

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 Employee's straight time hourly rate of the position currently held by the Employee, less applicable withholdings. 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. The Carrier agrees to make reasonable efforts to amend its 401(k) savings plan for agreement employees ("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.

Paid sick time absences will be handled in accordance with the Company's attendance policy in effect at the time of the absence. 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, in accordance with current practice and to the extent back pay was awarded, the employee paid sick time will be prorated in accordance with Appendix A. 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 but for the arbitration award.

Other than as described in this Agreement, the provisions of the paid sick time benefit described herein shall 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).

AGREED, this 01 day of March 2023.

FOR UNION PACIFIC RAILROAD:

FOR ROADWAY MACHINISTS,  
HELPERS, AND APPRENTICES  
IN MAINTENANCE OF WAY  
SERVICE:

*Maquiling Parkerson*  
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Maquiling Parkerson  
Vice President – Labor Relations

  
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Health Jacobs  
General Chairperson

## Appendix A of Paid Time Off for Illness and Wellness

<b>Eligibility (active employee)</b>	<b>Ratio</b>	<b>Sick Leave Hours</b>
Jan 1 – Mar 31	4/4	32.0
Apr 1 – Jun 30	3/4	24.0
Jul 1 – Sep 30	2/4	16.0
Oct 1 – Nov 30	1/4	8.0
Dec 1 – Dec 31	0/4	0.0

Example A: Employee A was hired May 1, 2023. Employee A would be eligible for 24 hours of paid sick leave for FY 2023

Example B: Employee B is out on Medical Leave of Absence (MLOA) from January 1 through June 30. Employee B would be eligible for 16 hours of paid sick leave on July 1 for FY 2023

Example C: Employee C was hired October 15, 2023. Employee C would be eligible for 8 hours of paid sick time for FY 2023