

# **MEMORANDUM OF AGREEMENT**

**between**

**Bessemer and Lake Erie Railroad Company,**

**Grand Truck Western Railroad Company,**

**Illinois Central Railroad Company and Chicago, Central & Pacific Railroad Company,**

**Wisconsin Central Ltd.**

**(All railroads doing business as CN, and only for purposes of this letter, referred to as the**

**“Named CN Railroads”)**

**and**

**International Association of Machinists and Aerospace Workers (“IAMAW”)**

Effective April 1, 2023 and continuing on an annual calendar year basis commencing each January 1st thereafter, each active Employee shall be provided four (4) workdays of paid sick time leave to be used for absences related to or resulting from the Employee’s physical illness, mental illness, off-duty injury, doctor and dental appointments, or medical conditions.

In addition to the annual paid sick leave, each Employee who meets the qualifying vacation requirements of Appendix K of the December 17, 1941, National Agreement and the qualifying personal leave requirements of Rule 17 of the June 1, 2012 collective bargaining agreement between IAMAW and the Named CN Railroads shall be permitted to utilize up to a maximum of three (3) paid personal leave days per year as paid sick leave. Personal leave may be utilized after an employee has exhausted the annual sick leave provided under this agreement. Employees that utilize paid personal leave days as paid sick leave 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 used for paid sick leave.

Each Employee shall be permitted to use paid sick leave in a minimum of one (1) day increment. All paid sick leave 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 leave, the paid sick leave shall be paid at the respective straight time hourly rate of pay of the last position the Employee worked and was compensated.

Where the use of paid sick leave is not foreseeable, Employees must report to the Attendance Management Center their use of paid sick leave as soon as practicable. Where the need for paid sick leave is foreseeable (e.g., a doctor's appointment or procedure that is scheduled at least days in advance of the absence), the Employee's request must be made to the Attendance Management Center at least seven (7) calendar days in advance of the use of paid sick leave. In all instances, the request to use paid sick leave will be treated as valid and granted upon the Employee's request, subject to certain conditions described in the paragraph below, and such granting will be

communicated by the Carrier to the Employee either verbally or in writing (e.g., via email or text message) as soon as is practicable.

The Carrier may require an Employee to provide documentation from a healthcare provider to document the need of paid sick leave. The Carrier will not require an Employee to complete a return-to-work medical examination before allowing an Employee to return to duty from paid sick leave of four (4) consecutive workdays or less in a single occurrence unless the nature of the medical condition would reasonably warrant such procedure.

Unused paid sick leave may be contributed by the Employee to his/her 401(k) account if the employee has made a 401(k)-contribution election or it will be paid out at the end of the calendar year at the Employee's straight time hourly rate of the position currently held by the Employee. In the event of the death of the Employee, payment of any unused paid sick time will be paid out consistent with current Carrier processes in place to pay out unused paid time off to the survivors of a deceased employee.

Paid sick leave absences will be handled in accordance with the Carrier's attendance guidelines 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 leave lost to the extent applicable. 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 if not for such overturned discipline, to the extent applicable.

The provisions of this paid sick leave agreement 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 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 marking off sick shall have paid sick leave applied to such absence until the Employee has exhausted his/her sick leave days provided under this agreement. The provisions of this paid sick leave agreement have no effect on and in no way alter Railroad Unemployment Insurance Act (RUIA) or supplemental sickness benefits.

This Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

**This Agreement made and executed in Homewood, IL, this 1st of March 2023.**

**For the Organization:**



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Heath Jacobs – General Chairman

**For the Railroads:**



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Thomas M. Sullivan -Director, Labor Relations



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Patrick A. Crain - Manager, Labor Relations



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Michael D. Wolski - Associate, Labor Relations