

MEMORANDUM OF AGREEMENT
between
NORFOLK SOUTHERN RAILWAY COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

Effective January 1, 2023, and continuing on an annual calendar year basis each year thereafter, each Engineer shall be provided five (5) workdays of 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.

In addition to the annual paid sick leave, each Engineer who meets the qualifying vacation requirements of the National Vacation Agreement and the qualifying paid personal leave requirements of Article IV of the November 21, 2022 BLET National Agreement, shall be permitted to utilize up to a maximum of two (2) paid personal leave days or single days of vacation per year as paid sick leave after an engineer has exhausted the annual sick leave provided under this agreement. Engineers that utilize paid personal leave days or single days of vacation as paid sick leave will be subject to the reporting requirements for taking sick leave under this agreement as described below. Engineers who have utilized a maximum of seven (7) days of paid sick leave, under this or any other agreement, will not be entitled to additional paid sick leave in that calendar year. There will be no duplication of payment for the utilization of paid personal leave days or single days of vacation used for paid sick leave.

Each Engineer 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 basic daily rate of pay of the position currently held by the Engineer. If the Engineer is unassigned at the time of use of paid sick leave, the paid sick leave shall be paid at the respective basic daily rate of pay of the last position the Engineer worked and was compensated.

Where the use of paid sick leave is not foreseeable, Engineers will continue to mark-off in the manner in which they do so currently and must do so 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 seven (7) days in advance of the absence), the Engineer's request must be made by entering a future layoff request 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 Engineer's request, subject to certain conditions described in the paragraph below, and such granting will be communicated by the Carrier as soon as is practicable.

Under certain circumstances, the Carrier may require an Engineer to provide a note from a healthcare provider to document the need of paid sick leave. The Carrier will not require an Engineer to complete a return-to-work medical examination before allowing an Engineer to return to duty from paid sick leave of six (6) consecutive workdays or less in a single occurrence unless the nature of the medical condition would reasonably warrant such procedure.

Unused paid sick leave will be paid out at the end of the calendar year at the Engineer's basic daily rate of the position currently held by the Engineer. In the event of the death of the Engineer, payment of all unused accumulated paid sick time will be issued: to the Engineer's surviving spouse, if any; or the Engineer's surviving children if there is no surviving spouse; or the Engineer's estate if there are no surviving children. If the Engineer is unassigned at the time of

payment, the paid time off shall be paid at the respective basic daily rate of pay of the last position the Engineer worked and was compensated.

Engineers 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 Engineer shall also qualify for and be credited for accrued paid sick time to be used in the current year that the Engineer would have otherwise received if not for such improper 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 Engineer, 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 Engineer marking off for reasons covered by sick leave shall have sick leave applied to such absence until the Engineer has exhausted their sick leave days provided under this agreement. Short term disability benefits, such as supplemental sickness benefits and off-track vehicle benefits provided through a collective bargaining agreement or disability and job protection benefits that are voluntary and paid for solely by the Engineer (e.g., Aflac), Railroad Unemployment Insurance Act (RUIA) sickness and unemployment benefits, do not count towards the required leave that must be provided under the provisions of this Agreement. The provisions of this paid sick leave agreement have no effect on and in no way alter 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 Atlanta, Georgia, this 18th day of May 2023, and will become effective upon ratification of Memorandum of Understanding dated May 18, 2023.

FOR THE ORGANIZATION:



D. L. Dehart
D. L. Dehart, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen



S. R. Bunten, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen



J. G. Sturdivant, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen

FOR THE CARRIER:



J. D. Moore
J. D. Moore, Assistant Vice President
Labor Relations
Norfolk Southern Railway Company

Questions and Answers Regarding Paid Sick Leave for Engineers

Q1: When does the Paid Sick Leave Agreement take effect?

A1: The Paid Sick Leave Agreement is effective January 1, 2023. Paid Sick Leave can be retroactively applied to any day on which an Engineer took a qualified sick day without pay between January 1, 2023, and the date of this agreement and wishes to use a Paid Sick Leave for that absence.

Q2: Are Engineers required to utilize personal leave or singles days of vacation as Paid Sick Leave after exhausting the annual Paid Sick Leave provided by this agreement?

A2: No, Engineers are not required to utilize personal leave or single days of vacation after exhausting the annual Paid Sick Leave. However, Engineers shall be permitted to use up to a maximum of two (2) paid personal leave days or single days of vacation as Paid Sick Leave.

Q3: Is Paid Sick Leave available to engineers to care for family members with a physical illness, mental illness, injury, appointment, or other medical condition?

A3: No, Paid Sick Leave is available only for an Engineer's personal illness, mental illness, off-duty injury, doctor/dental appointments, or medical conditions.

Q4: Do unused days of Paid Sick Leave roll over into future years?

A4: No, the Paid Sick Leave Agreement provides that unused Paid Sick Leave will be paid out at the end of the calendar year at the straight time hourly rate of the position held by the Engineer.

Q5: Does taking Paid Sick Leave before or after a holiday qualify an engineer for holiday pay?

A5: No, Engineers who use one or more days of Paid Sick Leave on, before, or after a holiday will not be eligible for holiday pay.

Q6: Current extra board availability requirements stipulate that bi-weekly guarantee is forfeited with any sick mark-off during the bi-weekly period. Will use of Paid Sick Leave result in forfeiture of bi-weekly extra board guarantee?

A6: The Parties recognize the importance of engineers having the opportunity to use Paid Sick Leave in a manner that does not forfeit bi-weekly extra board guarantee. Therefore, engineers who take one non-weekend day of paid sick leave (sick leave cannot exceed 24 hours or include any part of a Friday, Saturday, or Sunday), scheduled seven (7) days in advance, will not forfeit their bi-weekly extra board guarantee, provided the engineer furnishes appropriate documentation. Use of

Paid Sick Leave inconsistent with the circumstances outlined above will be treated in the same manner as an uncompensated sick mark-off.

Q7: Do personal leave days or single days of vacation used as Paid Sick Leave count towards vacation qualifications?

A7: Consistent with the current agreements, personal leave days used as Paid Sick Leave count towards vacation qualifying; single days of vacation used as Paid Sick Leave do not count towards vacation qualifying.

Q8: Will an Engineer promoted to engine service after January 1 be eligible for Paid Sick Leave in that calendar year?

A8: Yes. Engineers promoted to engine service after January 1 will be eligible for up to five (5) days of Paid Sick Leave and shall be permitted to utilize up to a maximum of two (2) personal leave days or single days of vacation per year as Paid Sick Leave, less the number of days of Paid Sick Leave they have taken within the calendar year under any other Agreement.

Q9. Is Paid Sick Leave considered when evaluating an Engineer's compliance with Norfolk Southern's Attendance Policy?

A9: Norfolk Southern may only consider such absence(s) where use is in a questionable pattern or manner.

Q10: Will holiday qualifying jobs be eligible to receive paid sick leave?

A10: Yes.

Q11: Will Engineers on holiday qualifying assignments be permitted to convert personal leave to paid sick leave?

A11: Yes. Engineers on holiday qualifying assignments will be permitted to convert up to two (2) days of personal leave and/or single days of vacation.