

**SIDE LETTER AGREEMENT
BETWEEN PROTRANSPORT-1 AND USW/TEMSA LOCAL 12-0911
CONCERNING ATTENDANCE POINTS
AND PAID SICK LEAVE
6-8-21**

This Side Letter Agreement ("AGREEMENT") between ProTransport-1 ("PT-1") and United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO on behalf of its TEMSA Local 12-911 (individually and collectively as ("USW ")) will become effective upon ratification of the new 2020-2023 Collective Bargaining Agreement ("New Agreement") between PT-1 and USW. This side letter supplements and amends certain terms and provisions of the New Agreement. In consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. **ATTENDANCE POINTS RESET** Employees who have received attendance points and, as a result, are in the attendance progressive disciplinary process described in Article 4, Section 4.3 of the collective bargaining agreement, will have their attendance points reset as follows: Employees with one (1) through three (3) attendance points will be reset to zero (0) attendance points. Employees with three plus (3+) attendance points through six (6) attendance points will be reset to three (3) attendance points. Employees with six plus (6+) attendance points through eight (8) attendance points will be reset to six (6) attendance points. Employees with eight plus (8+) attendance points but less than ten (10) attendance points will be reset to eight (8) attendance points.

2. **CREDITING EXISTING FULL TIME EMPLOYEES WITH 72 HOURS OF PAID SICK LEAVE** Bargaining unit employees who are on the payroll of PT-1 as full-time employees on the date the New Agreement is ratified by USW and existing part-time employees who become full-time up to and including the first schedule bid following ratification, will be credited with seventy-two (72) hours of paid sick leave provided they remain eligible. The eligible existing full-time employees at the time of ratification will be credited the paid sick leave

effective at the beginning of the first pay period following ratification of the New Agreement by USW. Existing employees who become full-time before the first bid or who bid into full-time schedules at the first bid, will be credited twenty four (24) hours of paid sick leave effective on the first pay period following the bid. Ninety (90) days after the first tranche of paid sick leave is credited, another twenty-four hours of paid sick leave will be credited to eligible full-time employees. Sixty (60) days after the second tranche of paid sick leave is credited, another twenty-four hours of paid sick leave will be credited to eligible full-time employees. Any credited sick leave not used may be carried over into the following year. Beginning on January 1, 2022, the employees who received or who are receiving (depending on when a New Agreement is ratified) the credited paid sick leave will begin accruing paid sick leave in accordance with Article 12, Section 12.02 of the collective bargaining agreement. Full-time employees who received credited paid sick leave will retain the unused portion of the credited paid sick leave if they change their status to part-time. The crediting of paid sick leave as described in this Side Letter supersedes any inconsistent provisions in Section 12.02 of the New Agreement.

3. **CONSECUTIVE DAY ABSENCES** For the purpose of accumulating attendance points under Article 4, Section 4.3 of the collective bargaining agreement, consecutive calendar days absences resulting from a single illness or injury will be treated as a single day absence. Consecutive calendar days may include absences that are on consecutive scheduled days if there is no more than one day between the consecutive scheduled days and the employee contacts HR and makes a request, using a form or an electronic template provided by the Employer, requesting that the absence(s) be recorded as consecutive days. The request must be submitted within three (3) business days of the employee's return to work from the absence.

PROTRANSPORT-1

USW

By: _____

By: _____

Date

Date