

ARTICLE XIV

Sick Leave

1. Sick Leave benefits shall be granted to an employee who has at least six (6) months' seniority in this bargaining unit, commencing not later than the first (1st) scheduled day of a disability caused by personal illness or injury sustained off the job, including disability due to pregnancy and childbirth or related medical conditions, and occurring after the effective date of this Agreement. Such employee shall receive eighty percent (80%) of her base pay during the period of disability in any one (1) calendar year or for any one (1) continuous disability.

2. The maximum period during which such Sick Leave benefits will be allowed for a full-time employee, whether initially hired as full-time or part-time before May 31, 2004, shall be determined by the seniority of the employee, at the time the sickness or injury occurs according to the following schedule:

| | |
|------------------------------------|----------|
| 6 months but less than 1 year -- | 1 week |
| 1 year but less than 2 years -- | 4 weeks |
| 2 years but less than 3 years -- | 7 weeks |
| 3 years but less than 4 years -- | 10 weeks |
| 4 years but less than 5 years -- | 13 weeks |
| 5 years but less than 10 years -- | 18 weeks |
| 10 years but less than 15 years -- | 30 weeks |
| 15 years but less than 20 years -- | 39 weeks |
| 20 years but less than 25 years -- | 44 weeks |
| 25 years and over-- | 52 weeks |

3. The maximum period during which such Sick Leave benefits will be allowed for a full-time employee hired after May 31, 2004, shall be determined by the seniority of the employee, at the time the sickness or injury occurs according to the following schedule:

| | |
|-----------------------------------|----------|
| 6 months but less than 1 year -- | 1 week |
| 1 year but less than 2 years -- | 4 weeks |
| 2 years but less than 3 years -- | 7 weeks |
| 3 years but less than 4 years -- | 10 weeks |
| 4 years but less than 5 years -- | 13 weeks |
| 5 years but less than 10 years -- | 18 weeks |
| 10 years and over -- | 26 weeks |

Any employee hired on or after May 31, 2004 requiring sick leave in excess of twenty-six (26) weeks shall apply for long-term disability benefits through the insurance carrier.

Long term disability benefits pays 50 percent (50%) of employee's base salary (employee may purchase an additional ten (10) percent). The benefit would end after two (2) years if the employee cannot perform his job, and would continue to age 65 if the employee cannot perform any Bargaining Unit job.

Employees hired prior to May 31, 2004 and enrolled in the Account Balance 1 pension plan will be given a one-time irrevocable choice in August 2014 to enroll in the long term disability plan effective January 1, 2015. Those employees electing long term disability benefits will be subject to the sick leave schedule indicated for employees hired on or after May 31, 2004.

4. A part-time employee, disabled due to a personal illness or injury sustained off the job, will be provided with fifty (50%) of the paid sick leave days she would receive if she were a full-time employee hired after May 31, 2004. However, when she has six (6) months seniority she shall receive one (1) week paid sick leave.

- A. Paid part-time Sick Leave days will be granted at 60% of the classification's base pay.
- B. Absences provided under this section will only be considered Sick Leave upon receipt of a written statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant, on the form attached as Exhibit 2.
- C. Paid Sick Leave will begin on the first (1st) day of the disability period.

5. An employee who is injured in the course of her employment with the Company and is receiving weekly compensation as provided by the Indiana Workers' Compensation Act, shall be granted Sick Leave benefits commencing with the day following such injury and continue for the length of the injury or the termination of the case through a settlement by the Industrial Board. Such employee shall receive as Sick Leave benefits, in addition to the weekly compensation provided by the Indiana Workers' Compensation Act, the difference between her base pay and weekly compensation for the first twenty-six (26) weeks of disability; and, thereafter, the difference between eighty percent (80%) of her base pay and the weekly

compensation. In the event the Company becomes liable for the payment of compensation under said Compensation Act retroactively for the first seven (7) days of such disability, no further payment for said first seven (7) days shall be due the employee, but the Company shall credit against Sick Leave payments the amount of such retroactive liability for compensation payment for the first seven (7) days.

6. Wage allowance herein for: (1) absences due to occupational injury occurring in the course of employment with the Company and (2) absences due to personal illness or injury shall be computed separately and neither one of the two shall be charged against the allowance herein for the other.

7. If the Company contests the fact that an injury did in fact occur on the job, and the employee is refused the provisions set forth in this Article for an on-the-job injury, she shall be granted sick leave without prejudice or precedent pending the outcome of any Workers' Compensation case.

Any and all medical expenses incurred by the injured shall be paid by the Company on the same basis as provided by the Group Medical Plan. In the event said Compensation Case is declared in favor of the Company, said expense will then be payable by the Group Insurance carrier. It is the intent of this paragraph to provide medical services in advance of a determination of a disputed Worker's Compensation case and it is not intended that a double medical expense liability be created for the Company.

Medical services shall be by a designated Company doctor. In the event the employee then chooses to go to her personal doctor who disagrees with the Company doctor, the employee's doctor shall confer with the Company doctor with her diagnosis. If the Company doctor should disagree with the employee's doctor, the Chief Company Doctor shall obtain an opinion from a third doctor, whose opinion will be accepted as final. The third doctor shall not be another Company doctor.

8. Holidays observed by the Company that occur when an employee is receiving Sick Leave benefits shall include Work Dispatcher or night bonus if the employee has earned the bonus in at least One Thousand Forty (1,040) hours of the twelve (12) month period preceding the holiday, and will not be charged against the eligibility period listed in Section 2 of this Article.

9. Payments shall be made biweekly, and payments for fractions of a week shall be appropriately adjusted.

10. Successive disabilities shall be deemed one continuous disability if due to the same cause and separated by fourteen (14) days or less.

11. Benefits shall be paid upon receipt of a written statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant on the form attached as Exhibit 2, to the effect that the employee is unable to perform her regular job due to personal illness or injury sustained off the job. Additional statements from the employee's physician may be requested by the Company from time to time during periods of prolonged illness.

The Administrator of the Sick Leave Program may request, not as a routine matter but only when he has reasonable cause to question the basis of an employee's claim for sick leave benefits, that such employee who has filed a claim for sick leave benefits authorize release (by the form attached as Exhibit 3) to the Chief Company Doctor of medical information relating to and necessary to process that employee's claim for such benefits. The Company shall reimburse the employee for the cost of obtaining the records, should there be any, when the sick leave claim is substantiated. No benefits shall be paid on that claim unless and until the medical information necessary to support and substantiate the employee's claim is received by the Chief Company Doctor. After receipt of such medical information, the Chief Company Doctor, if he deems it necessary and upon reasonable advance notice to the claimant, shall have the right to order an examination of the claimant prior to payment by the Company of any sick leave benefits. Any examination ordered shall be by a Company Doctor chosen by the employee from a list provided by the Company, at Company expense. In the event the Company Doctor and the employee's personal Doctor do not agree the local medical society shall name a doctor to examine the employee at Company expense. The report of such doctor shall be final.

12. The employee shall notify her Supervisor of such personal illness or injury as soon as possible. A complete report shall be furnished on the form provided at the earliest possible date following the occurrence of the disability.

13.
 - A. Benefits will not be paid to an employee for an accident arising out of or in the course of any employment for wages or profit not with the Company.
 - B. Sick leave benefits will be paid to an employee otherwise eligible therefore under this Article XIV if the employee is confined for treatment of alcoholism or a chemical dependence in a hospital or other recognized treatment facility. Sick leave benefits under this paragraph B shall be payable only for one occasion of such treatment and for no more than four (4) weeks, or such lesser period of benefits for which the employee may be eligible under Sections 2 and 3 of this Article. The Company will provide one unpaid leave of absence, if required, for a subsequent treatment session. Further assistance or treatment requirements will be examined by the Company on a case-by-case basis.

14. Examination of the employee by a Company doctor at Company expense and determination of her physical ability to return to work after being off due to illness or injury shall be confined to the sickness or injury that caused the loss of time, but the employee shall return to work only if able to perform the work assigned to her and do so with safety to herself and her fellow workers.
 - A. If the Company doctor should disagree with the employee's doctor regarding the employee's ability to return to work, the Chief Company Doctor shall obtain an opinion from a third doctor whose opinion will be accepted as final. The third doctor shall not be another Company doctor.
 - B. Any unrelated conditions revealed by the examination shall be reported to the Company by its doctor together with recommendations as to the procedures and/or treatments necessary to correct, minimize or improve such conditions and such shall be immediately transmitted to the employee for her information and guidance, but such shall not be a factor in determining whether or not the employee shall return to work if the employee's ability to properly perform the work assigned to her with safety to herself and her fellow workers is not affected.

15. RESOLUTION OF GRIEVANCE NUMBERS
1586, 1629 and 1630

- A. Employees who, at the time of their lay off with recall, are receiving sick leave benefits shall continue to receive those benefits for as long as they remain disabled and unable to perform any work. The period of eligibility shall be provided for under the terms of Article XIV. Sick leave status will in no way prevent or delay layoff under Article VI.
- B. In accordance with Article XIV, Section 9 all claims for sick leave benefits must be documented. Due to the inability of the Company to otherwise monitor the status of such disabilities, laid off employees receiving sick leave benefits shall provide additional Doctor's Certificates from time to time as warranted by the nature of the disability for the duration of their illness or injury.
- C. Employees who become disabled and unable to perform due to personal illness or injury sustained off the job after the date of their layoff shall not be eligible for sick leave benefits under Article XIV.
- D. The foregoing provisions shall not apply to disabilities resulting from self-inflicted illnesses or injuries caused to generate sick leave benefits prior to layoff.
- E. Employees receiving sick leave benefits under this procedure will not be eligible for Unemployment Compensation Benefits.

Dated February 3, 1989