

AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
AND
THE INTERNATIONAL ASSOCIATION OF SHEET METAL,
RAIL, AIR AND TRANSPORTATION WORKERS, SMART-
TRANSPORTATION DIVISION
PROVIDING
AMENDMENTS TO THE COLLECTIVE AGREEMENTS
COVERING CONSOLIDATED SOUTHERN REGION
(CSRA), FORMER A&WP, WSSB, L&N, NC&STL, AND
SCL EMPLOYEES (excludes the C&O)
AND
PAID TIME OFF FOR ILLNESS AND WELLNESS

This Agreement is made by and between CSX Transportation, Inc. (CSXT or the Carrier) and the International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division (SMART-TD) as representative of the CSXT employees working within the Consolidated Southern Region (CSRA) under the collective agreements applicable to the former A&WP, WSSB, L&N, NC&STL, and SCL (Trainmen, Conductors and Yardmen), hereinafter collectively referred to as Employees, pursuant to the Railway Labor Act, as amended, 45 U.S.C. § 151 et seq.

Section 1.

Effective [date of ratification] and continuing on an annual calendar year basis each year thereafter, each Employee shall be provided five (5) days 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. Paid sick days will be prorated only during the implementation year based on date of ratification.

In addition to the annual paid sick time, each Employee who qualifies for paid personal leave under the collective bargaining agreement, including the additional day provided under Article IV of the December 2, 2022, National Agreement, shall be permitted to annually convert and utilize up to a maximum of two (2) paid personal leave days per year as paid sick time off. Employees that convert and utilize paid personal leave days as paid sick time 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. All paid sick time shall be paid at the respective basic day 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 basic day rate of pay of the last position the Employee worked and was compensated.

Employees must report to the CSXT Crew Management Center their use of paid sick time at the time of mark-off, or if that is not possible then as soon as practicable, in all instances where the use of paid sick leave was not foreseeable. However, an employee's request 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 seven (7) days in advanced of the absence). Reporting shall be made by the Employee orally (e.g., via telephone) or in writing (e.g., email or text message), except for instances of the Employee's physical incapacity or other emergent conditions that do not permit the timely reporting. Requests to use paid sick time will be granted 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 a note from a healthcare provider to document the need of paid sick leave on foreseeable appointments or absences spanning over three (3) or more consecutive days. 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 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 time may be contributed by the Employee to his/her 401(k) account or will be paid out at the end of each calendar year at the Employee's straight time hourly rate of the position currently held by the Employee the last pay half of December of each year. In the event of the death of the Employee, payment of all unused accumulated paid sick time will be issued: to the Employee's surviving spouse, if any; or the Employee's surviving children if there is no surviving spouse; or the Employee's estate if there are no surviving children. If the Employee is unassigned at the time of use of, the paid time off shall be paid at the respective straight time hourly rate of pay of the last position the Employee worked and was compensated.

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, 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 improper discipline, to the extent applicable.

The provisions of the paid sick time 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), or the Family and Medical and Leave Act (FMLA) and any other laws applicable to the carrier. An Employee shall not be required to first exhaust paid sick leave before using FMLA time off. 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 Employee (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 the paid sick time have no effect on and in no way alter RUIA or supplemental sickness benefits.

Section 2.

Employees covered under this agreement and who participate in mentoring for new-hires at their supply point, safety meetings (excluding safety tour pay), clean-sweeps, meetings at the request of management, will be compensated at the yard rate of pay. Local Chairpersons will be paid all time lost with a minimum of a basic yard day for each day required to meet with the Carrier for annual vacation scheduling.

Section 3.

The parties hereby adopt the CSX Attendance Policy in effect as of January 1, 2023, as incorporated into the applicable collective agreements covering CSRA Trainmen, Conductors and Yardmen, on the former A&WP, WSSB, L&N, NC&STL, AND SCL subject to the terms for implementation, application, interpretation and intent as established by CSX as of the date of this Agreement. In application of this provision, the parties agree that the hearing requirements under CSRA Article 10 will be suspended until a time that an employee would be subject to an investigation or dismissal under the policy and the employee will be given the right to contest any points/assessments that had accrued.

Section 4.

CSRA Articles are amended to include the below provisions as an alternative to providing transportation, where practicable:

A. Self-transportation

- 1. All Employees covered by this Agreement [e.g., Trainmen, Conductors, Yardmen] may be required to operate a carrier-provided motor vehicle or ATV for transporting themselves and their crew between on and off duty locations, work sites and crew change points for purposes of expediting switching operations and/or swapping out crews. Carrier will provide training and instruction on the use of ATV's*
- 2. Employees will only be required to operate motor vehicles or ATVs during their Hours-of-Service duty periods and within the defined terminal switching limits. Local management will meet and confer with union Local Chairmen with respect to the operation of motor vehicles between non-contiguous on*

and off duty points at larger terminals (e.g., Nashville). Crews will be released from their assignment within sufficient time for their transport as to not interfere with the Hours-of-Service restrictions on self transport/deadheading.

- 3. Employees will not be required to operate motor vehicles/ATVs that do not meet the applicable legal standards defining a safe motor vehicle/ATV.*
- 4. Employees will not be required to operate motor vehicles/ATVs in unsafe or dangerous road conditions.*
- 5. All carrier-provided ATVs will be equipped with a windshield, covered roof, doors and dry storage compartment for purposes of storing work belongings and supplies.*
- 6. Employees will not be disciplined for refusing to operate any motor vehicle/ATV found to be non-road worthy or with any defective safety equipment such as, but not limited to, seatbelts, air bags, lights/signals, windows, or warning lights.*
- 7. Employees will not be required to operate their personal motor vehicle.*
- 8. Employees without a valid driver's license will not be considered qualified to operate a carrier-provided motor vehicle or ATV.*
- 9. Violations of city, state and municipal laws will be the responsibility of the Employee.*
- 10. The Carrier will provide the appropriate insurance coverage for Employees operating carrier-provided motor vehicles/ATVs, and proper insurance identification will be provided where required.*
- 11. It shall be the sole responsibility of CSXT to maintain its vehicles in a safe, road-worthy condition, including insurance coverage, as well as any applicable registration and inspection requirements.*
- 12. Employees will be provided with instructions on when and how carrier-provided motor vehicles should be secured, and the need to make intermediate stops to fuel vehicles, etc.*
- 13. Employees performing self and/or crew transport will be covered under the Off Track Vehicle Benefits provided in the collective bargaining agreement.*

Note: The parties agree to discuss these issues prior to implementation.

Section 5.

Optional Smart Rest between tours of duty and voluntary off days:

The parties to this Agreement will form a Joint Labor/Management Committee to discuss implementation and administration wherein Train Service Employees will be provided the opportunity to use up to 24 hours of Smart Rest (i.e., 14 hours in addition to the 10 hours of mandatory rest) when they opt for it after a tour of duty.

The Joint Committee, upon approval by the General Chairperson and Local Chairperson(s) with jurisdiction, will be authorized, as needed, to amend current rules concerning scheduled off days on extra boards (including yard), and unassigned road assignments for Smart Rest implementation as well as voluntary rest day schedule.

Section 6.

CSRA Article 20 is amended to permit unused PLD's to be accumulated and carried over up to a maximum of one hundred (100) days.

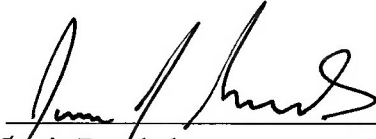
Section 7.

Employees working under the CSRA will be reimbursed for one (1) pair of work boots annually at the same value provided to other crafts covered under a collective bargaining agreement with the greater reimbursement amount between agreements governing.

AGREED, this ____ day of _____ 2023 [date of ratification].

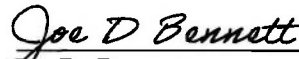
TENTATIVELY AGREED

FOR CSX TRANSPORTATION, INC.

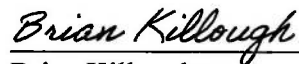


Jamie Boychuk
Executive Vice President, Operations

FOR SMART-TD Committee

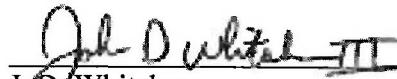


Joe D. Bennett
General Chairperson
CSRA Former A&WP, SCL
General Committee



Brian Killough
General Chairperson
CSRA Former L&N and NC&STL
General Committee

APPROVED:



J.D. Whitaker
SMART TD, Vice President