AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC.

AND

TRANSPORT WORKERS UNION OF AMERICA

AND

THE BROTHERHOOD OF RAILWAY CARMEN

DIVISION OF THE TRANSPORTATION COMMUNICATIONS UNION

PROVIDING

PAID TIME OFF FOR ILLNESS AND WELLNESS

This Agreement is made by and between CSX Transportation, Inc. (CSXT or the Carrier) and the Brotherhood of Railway Carmen Division of the Transportation Communication Union as representative of the CSXT employees in the Carmen craft or class (Employees) pursuant to the Railway Labor Act, as amended, 45 U.S.C. § 151 et seq.

Effective January 1, 2023 and continuing on an annual calendar year basis each year thereafter, each Employee shall be provided four (4) 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.

In addition to the annual paid sick time, each Employee who meets the qualifying vacation requirements of Article X of the December 11, 1981 National Agreement and the qualifying paid personal leave requirements of Article IV of the September 14, 2022 National Agreement, shall be permitted to annually convert and utilize up to a maximum of three (3) paid personal leave days per year as paid sick time off. Employees that convert and utilize paid personal leave days as paid sick time off 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 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 time, the paid sick time off shall be paid at the respective straight time hourly rate of pay of the last position the Employee worked and was compensated.

Employees must report to their appropriate available ranking personnel (e.g., Supervisor, Craft Foreman Employee, etc.) 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. 1

The carrier may require an Employee to provide a note 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 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. 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.

AGREED, this 7th day of February 2023.