

AGREEMENT BETWEEN
CSX TRANSPORTATION, INC.
AND IT'S EMPLOYEES REPRESENTED BY
THE BROTHERHOOD OF RAILROAD SIGNALMEN

Article I - Purpose of Agreement

This agreement provides for the establishment of a make-up time schedule for BRS employees on the B&O, C&O, L&N, and SCL properties, with the concurrence of management and labor, for the week of the Christmas Eve day/Christmas day and New Year's Eve day/New Year's day holidays (holiday break) for employees holding a position on a Special Maintenance Gang/Team (SMT) or Regional Construction Gang/Team (RCT).

Article II - Make-up Schedule

At the beginning of each year, the Company will determine the dates that SMT/RCTs will observe the holiday break. The Director of Construction for each region (or designee) and the designated BRS representative (or designee) for each property (B&O, C&O, L&N, and SCL) will collectively develop and agree on a holiday break make-up schedule by April 1 of each calendar year, to be effective July 1. The designated Carrier officer (or designee) will distribute the agreed upon make-up schedule to all SMT/RCT employees for their review and consideration between April 1 and July 1, and a copy will be supplied to all of the applicable General Chairmen.

The schedule will include the make-up dates (including a minimum of two (2) extra/alternate days in December) to be worked in advance of the holiday break, and the corresponding dates that the make-up time will apply to during the holiday break. It will consist of work periods outside of regularly assigned hours, in not less than 8 hour nor more than 10 hour segments (depending on team schedule) to be credited as an equal number of hours to be applied during the holiday break. It is understood that the holiday break will begin no sooner than the week of December 15, and extend no later than the week of January 5. Holidays may be used as Holidays in Lieu to help accommodate the holiday break schedule.

Except as provided in Article III, all SMT/RCT employees will be required to work the number of make-up hours equal to the regularly assigned hours off during the holiday break.

Article III - Usage

Employees who work make-up time under this Agreement will receive compensation at the straight-time rate for the number of make-up hours actually worked. This time will be paid to the employee during the pay period the time is worked. Employees electing to work the make-

up schedule will not be eligible to use paid vacation during the holiday break, except to cover a portion of the break that is not already covered by holiday make-up time. It is not the parties' intent that employees should be disqualified for healthcare benefits due to the Holiday Make-up Agreement.

Employees who do not elect to work the make-up schedule, or who are unable to work any portion thereof due to an excused absence, may elect to take the holiday break unpaid and without any disciplinary impact on attendance. Otherwise, they may utilize unused paid vacation/personal time in accordance with the provisions of the National Vacation Agreement/Personal Days Agreement to cover any portion of the holiday break not already covered by make-up time.

It is understood that holiday qualification during the holiday break is predicated on an employee: 1) performing service on the work day prior to and following the holiday break, and 2) working the full complement of holiday make-up days or by substituting a paid vacation or personal day for each of the work days during the break.

If an employee is displaced from their SMT/RCT position subsequent to working all or a portion of the required make-up hours and does not have the seniority to hold another SMT/RCT position, the employee will be compensated at the end of the calendar year in lieu of taking the time off during the holiday break. He/she will be paid the difference between straight time and overtime for the number of make-up hours worked based on the rate of pay at that time. Subsequent to working all or a portion of the required make up hours, if an employee voluntarily bids to a position outside of an SMT/RCT, or is displaced and elects to take a position outside of an SMT/RCT despite possessing the seniority to hold an SMT/RCT position, the employee will not be compensated the difference in pay for the make-up hours worked. In the event of extraordinary circumstances the Director of the applicable region and the applicable General Chairman will work together on a case-by-case basis to ensure an employee has the ability to work the holiday break schedule, and not lose compensation.

The parties will work together to avoid scheduling make-up day(s) during cut-over's or during SMG/T's alternate start time days when establishing the holiday make-up schedule(s). For the purposes of this agreement, cut-over/cut-in's are defined as cut-over/cut-in's involving large scale projects, not individual Highway Grade Crossing's or individual asset upgrade/replacements.

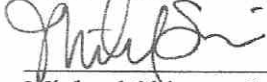
This Agreement is limited to the application of make-up time for the Christmas Eve day, Christmas Day, New Year's Eve day and New Year's Day holiday break and is not intended to amend provisions of agreements governing vacation, holidays, or personal leave days. To the extent that this agreement differs from the Schedule Agreement(s) with respect to items specifically contained herein, the provisions of this agreement shall prevail.

This Agreement may be canceled by either the company or any individual BRS property party to this agreement upon thirty (30) day written notice upon the other party. The serving of a notice by an individual BRS property will only cancel that property's participation in the Agreement, and the Agreement will continue in effect for the remaining BRS properties.

However, the Agreement shall not be cancelled by any party once a make-up day has been worked for the affected year.

This Agreement is signed this 2nd day of September, 2020 and is effective immediately.

FOR CSXT:



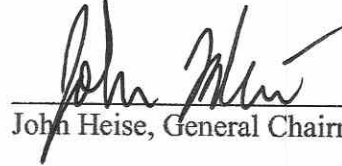
Michael Skipper, Sr. Director Labor Relations

FOR BRS:

Tim Caldwell, General Chairman, C&O



R. G. Demott, General Chairman, SCL



John Heise, General Chairman, B&O



Andy Webb, General Chairman, L&N

APPROVED:

Doug VanderJagt – Vice President, East