

**Tentative Agreement between CSXT and TCU**  
Amending the North, SCL, L&N and C&O Clerical Craft Agreements  
August 20, 2024

The following represents the tentative agreement between CSX Transportation, Inc. and the Transportation Communications Union/IAM to amend their Clerical craft collective bargaining agreements in advance of the 2025 round of national bargaining and in full and final satisfaction of the parties' rights to serve notice and amend their agreements pursuant to the moratorium provisions of the agreements and the Railway Labor Act, as amended, 45 U.S.C. § 151 et seq.

The parties agree that this tentative agreement constitutes a single, complete and comprehensive package agreement, that the agreement is subject to unconditional approval or ratification as a whole in accordance with each party's internal governance and procedures, and that no part of this agreement may be modified or rejected without modification or rejection of the agreement in its entirety.

- 1. General Wage Increases
  - July 1, 2025 – 4.0%
  - July 1, 2026 – 3.75%
  - July 1, 2027 – 3.5%
  - July 1, 2028 – 3.25%
  - July 1, 2029 – 3.0%

2. Vacation for New Hires (Year 0)

Effective January 1, 2025, new hire employees working full-time to have paid vacation days, to be taken as single day vacation subject to all applicable rules, based on their date of hire month (in Year 0) as follows:

- January/February – 5 days
- March/April – 4 days
- May/June – 3 days
- July/August – 2 days
- September/October – 1 day

3. Vacation Year 1 Non-qualifying Employees

Effective January 1, 2025, employees working full-time in their second calendar year of employment (Year 1) who did not qualify for vacation in the prior year (Year 0) under the National Vacation Agreement will have five (5) paid vacation days, to be taken as single day vacation subject to all applicable rules.

4. Vacation Accrual Acceleration

Effective January 1, 2025, the collective agreement provisions with respect to granting of vacation will be amended to reflect the following accrual schedules:

- Two (2) or more years – 10 days
- ~~Eight (8)~~ Six (6) or more years – 15 days
- ~~Seventeen (17)~~ Fifteen (15) or more years – 20 days
- ~~Twenty-five (25)~~ Twenty-three (23) or more years – 25 days

5. Single Day Vacation

Effective January 1, 2025, employees will be permitted to take five (5) days of their accrued vacation allowance as single vacation days within each calendar year, subject to all applicable rules. This will not impair any agreements providing for the scheduling of more than five (5) days as single day vacation.

6. Health and Welfare

The following provisions are expressly contingent upon authorization, approval and implementation by the National Carriers' Conference Committee (NCCC) as an administrator for The Railroad Employees National Health & Welfare Plan.

- A. Effective January 1, 2025, coverage for surviving dependents will be extended through the end of the sixth (6<sup>th</sup>) month following the month in which the employee dies.
- B. Effective January 1, 2025, plan benefits will include male sterilization procedures (i.e., vasectomy), not including reversals.
- C. Effective January 1, 2025, the individual annual maximum dental benefit will be increased from \$1,500 to \$2,500, and the individual lifetime maximum orthodontia benefit will be increased from \$1,000 to \$2,500.
- D. Effective January 1, 2025, the vision frame allowance will be increased from \$115 every two years to \$250 every two years.
- E. Effective January 1, 2025, the monthly payment for employees who elect to opt-out of coverage under the national health and welfare plan will be increased from \$100 to \$200.

CSXT                      TCU                     

F. Effective January 1, 2025, or as soon as reasonably practicable thereafter, the plan will offer a new medical coverage option with a reduced employee-only rate.

- 1) There will be a single funding pool to include existing plan options and the new reduced-rate option.
- 2) The employee-only reduced-rate option employee monthly contribution will be ten percent (10%) of the carrier’s monthly payment rate, and will be subject to the provisions of the Side Letter covering contribution rates during the post-2030 amendable period (attached).
- 3) The reduced-rate option will be HSA eligible.
- 4) The reduced-rate option will have the following plan design features:

	<b>In Network</b>	<b>Out of Network</b>
<b>Deductible</b>	\$2,500	\$5,000
<b>Out of pocket maximum</b>	\$5,000	\$10,000
<b>Coinsurance – office visits and in/outpatient care</b>	90% after deductible	70%
<b>RX – generic coinsurance (retail and mail order)</b>	10% after deductible	75% of R&C
<b>RX – formulary (retail and mail order)</b>	20% after deductible	75% of R&C
<b>RX – non-formulary (retail and mail order)</b>	30% after deductible	75% of R&C
<b>Employee contributions</b>	10% of payment rate (2025 = \$206/month)	

G. Effective January 1, 2025, the following medical and prescription drug plan rules and practices will be implemented:

- 1) Improper billing detection and mitigation programs where available with the plan’s medical vendors.
- 2) Out of network referenced-based pricing programs where available with the plan’s medical vendors.
- 3) Prior authorization for specialty drugs; and prior authorization, step therapy and quantity limits for non-specialty therapeutic classifications to include anti-infective agents, central nervous system, gastroenterology and ophthalmology.

H. Monthly Employee Cost-Sharing Contributions (n/a to reduced-rate option)

- 1) Effective January 1, 2025, each employee covered by this Agreement shall contribute to the Plan, for each month that the employer is required to make a contribution to the Plan on the employee’s behalf for foreign-to-occupation health benefits coverage for the employee and/or the employee’s dependents, a monthly



Tentative Agreement  
August 20, 2024

CSXT JW TCU AM

Arthur P. Maratea  
National President  
Transportation Communications Union/AM  
3 Research Place  
Rockville, MD 20850

Dear Mr. Maratea:

This confirms our understanding and agreement regarding employee contributions to the Railroad Employees National Health and Welfare Plan. For each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost-sharing contribution by the employee shall be made in an amount equal to 15% (fifteen percent) of the Carrier's then current Monthly Payment Rate. In the event new collective agreements are not negotiated and ratified prior to January 1, 2031, the monthly cost-sharing contribution will not be increased beyond the rate last established under the terms of the January 1, 2025 agreements.

Upon ratification of successor agreement(s), the full 15% employee contribution rate will be reinstated unless otherwise agreed. If the negotiations for such successor agreement(s) result in retroactive wage increases applicable for the period that the parties are in negotiations and the employees' monthly contribution to the Health and Welfare Plan would have otherwise exceeded the rate established under the predecessor agreements, retroactive application will also be applicable to those contribution increases.

This arrangement shall not be cited in future negotiations under Section 6 of the Railway Labor Act (up through and including a Presidential Emergency Board or interest arbitration) as a reason or justification for any future increase in compensation or limit or reduction in employee health care contributions.

Please acknowledge your agreement by signing in the space provided below.



Sincerely,

Jeff Wall  
Vice President, Labor Relations  
CSX Transportation, Inc.

I agree:

\_\_\_\_\_  
Arthur P. Maratea

Tentative Agreement  
August 20, 2024

CSXT  TCU 

Arthur P. Maratea  
National President  
Transportation Communications Union/IAM  
3 Research Place  
Rockville, MD 20850

Dear Mr. Maratea:

This confirms our understanding with respect to the tentative agreement of this date between CSX Transportation, Inc. and the Transportation Communications Union.

In the event CSXT enters into a voluntary and ratified collective agreement with any labor organization which: (a) deviates in any respect from the terms of the core economic items listed in paragraphs 1 through 7 and Side Letter 1 of the tentative agreement, or (b) incorporates local or other carrier- or union-specific agreements not tentatively agreed-upon prior to the date of this tentative agreement between CSXT and TCU; and which, in either case provides, in the aggregate, materially greater overall economic value to the employees represented by that organization or lesser value to the carrier than is provided in the CSXT-TCU Clerical craft tentative agreements of this date (excluding the value of any settlements of existing claims or grievances alleging violations or penalties due under such agreements); then TCU may request that the CSXT-TCU Clerical Agreements be adjusted to account for that difference in value in a manner to be determined by the parties.

Similarly, in the event TCU enters into a voluntary and ratified collective agreement with any railroad member of the National Carriers' Conference Committee (NCCC) which: (a) deviates in any respect from the terms of the core economic items listed in paragraphs 1 through 7 and Side Letter 1 of the tentative agreement, or (b) incorporates local or other carrier- or union-specific agreements not tentatively agreed-upon prior to the date of this tentative agreement between CSXT and TCU; and which, in either case provides, in the aggregate, materially greater overall economic value to the carrier or lesser overall economic value to the employees represented by TCU than is provided in the CSXT-TCU Clerical craft tentative agreements of this date (excluding the value of any settlements of existing claims or grievances alleging violations or penalties due under such agreements), CSXT may request that the CSXT-TCU Clerical Agreements be adjusted to account for that difference in economic value in a manner to be determined by the parties.

If the National President of the TCU or the CSXT Vice President, Labor Relations believes that any such collective agreement has potentially triggered the understanding in this letter, they shall, within sixty (60) days of the date such agreement is ratified, provide prompt written notification to the other and confer within fifteen (15) calendar days to discuss further handling of the matter. Any disagreement between the parties regarding the interpretation or application of this understanding shall be resolved through final and binding party-paid arbitration.

This agreement shall be non-precedential and shall not be referenced in any forum except for the limited purpose of enforcing its terms. This agreement shall expire and have no further effect with respect to other agreements between TCU and any NCCC carrier or CSXT and any labor organization sixty (60) days after all such agreements are ratified.

Tentative Agreement  
August 20, 2024

CSXT     *fw*     TCU     *AA*    

Please acknowledge your agreement by signing in the space provided below.

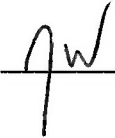

Sincerely,

Jeff Wall  
Vice President, Labor Relations  
CSX Transportation, Inc.

I agree:

\_\_\_\_\_  
Arthur P. Maratea

Tentative Agreement  
August 20, 2024

CSXT  TCU 

**MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN  
CSX TRANSPORTATION, INC. (CSXT)  
AND  
TRANSPORTATION COMMUNICATION UNION (TCU)**

This will confirm the understanding reached on August 20, 2024, between CSX Transportation, Inc. ("Carrier") and the TCU ("Organization") (jointly the "Parties") concerning modifications and additions to provisions of the CSXT/TCU Collective Bargaining Agreements ("CBA").

This Agreement includes amendments and/or additions to specified provisions of the TCU's Collective Bargaining Agreements - Seaboard Coast Line Railroad Company (SCL) - January 1, 1975, Chesapeake and Ohio Railway Company (C&O) - July 1, 1980, Louisville and Nashville Railroad Company (L&N) - November 1, 1982, North - June 1, 1999, as well as, additions and/or changes to side letters and MOA's, etc. involving the provisions outlined in this agreement for employees represented by the Transportation Communications International Union/IAM.

**TRANSFER OF DUTIES - NOTIFICATION PERIOD**

Article 1 of the parties Master Transfer Agreement 06-019-02 dated August 1, 2002, is amended and Article I is replaced with the following:

**ARTICLE I**

CSXT may effect transfer (s) of work between CSXT-SCL, L&N, C&O and/or North collective bargaining agreements where no employee will be required to relocate and the size of the workforce will not be reduced at either point by providing written notice to the involved TCU General Chairmen not less than **ten (10) days** in advance of such transfer. The 10-day advance notice shall not apply when duties are transferred due to a long-term clerical vacancy.

**HOLIDAY RULE QUALIFYING**

The TCUs Holiday Rule (National Holiday Rule) and subsequent amendments as it relates to compensated service paid to employees on the day before or after the holiday for holiday pay qualifying - SCL Rule 16 Section 1 (d), L&N Rule 26 Section 1 (d), C&O Rule 39 ½ Section b, North Rule 27 (Appendix 6, Section 3) are hereby amended requiring employees to perform actual work for a minimum of two (2) hours on work days immediately preceding and after a holiday to qualify as 'compensation for service' for holiday pay under Holiday Rules referenced above.

The Carrier will continue to have the right to blank holiday vacancies, in accordance with the National Agreement provisions, including when an employee marks off for any reason.

All other provisions of the CBAs Holiday Rule - National Holiday Rule will continue to apply.



**PROBATIONARY PERIOD**

The new hire application probationary period outlined in the TCU agreements under Approval of Application and/or Validating Records Rules (SCL Rule 2, L&N Rule 63 (a), C&O Rule 25 (a) (b), North Rule 39) are hereby modified providing that new hires probationary period for application rejection will be a 60 work-day probationary period. New hire classroom training, qualification, and/or Atlanta new hire training days are not included in the probationary period.

**SENIORITY – NEW HIRE TIE BREAK**

TCU CBAs seniority tie break rule - SCL Rule 3 (b), L&N Rule 7, C&O Rule 3 (c), North Rule 14 (b) are modified to include a seniority roster tie break for all TCU new hires who are hired and report to the exact same seniority district and work location on the same date and time. TCU new hires seniority tie break shall be determined in the following order.

- a. *Date marked up*
- b. *If two or more employees mark up on the same date/time the tie break will be in alphabetical order*

**NEW HIRE TRAINING**

CSXT new hires represented by TCU may be required to attend REDI Atlanta Training at Carrier's discretion based on location/work assignment. As such, new hire training days in Atlanta will not count toward the new hire probationary period rule.

New Hires will be identified via e-mail to the TCU National Office within 30 days of an employee's first compensated service. The National TCU representative, or designee, may schedule an initial introductory meeting that will not disrupt training, the workday or the work environment and without loss of compensation to the new employee.

**PERSONAL LEAVE**

Personal Leave earned entitlements outlined in all of the TCU agreements (SCL, L&N, C&O and North - Personal Leave Article IX of the 1981 TCU National Agreement) and Personal Day (Article IV of the 2022 TCU National Agreement) are hereby modified to allow unused earned Personal Leave and/or Personal Day to be paid at 100% of the employee's daily rate of pay at year-end or the employee may contribute the unused PL/PD days toward 401K at year-end in the year earned.

It is not intended for employees to not schedule and use their earned PL/PD days during the year earned, however, when employees are unable to use their earned entitlement during the year earned the PL/PD days may be handled according to the above modified provision.

*Note: Employees who elect to have their unused PL entitlements deposited to their 401K account should email Payroll@csx.com with the subject line 'Personal to 401K' by Dec 1<sup>st</sup> in the year earned/unused.*

**SICK LEAVE**

Sick Leave earned entitlements outlined in all of the TCU agreements (SCL Rule 49, L&N Rule 44, C&O Rule 60 and North Rule 38-I, are hereby modified to allow unused earned current year sick leave days to be paid out as described in the above CBA rules or the employee may elect to contribute unused current year sick day entitlements toward their 401K at year-end.

*Note: Employees who elect to have their unused current year sick entitlements deposited to their 401K account should email Payroll@csx.com with the subject line 'Sick to 401K' by Dec 1<sup>st</sup> in the year earned.*

**BEREAVEMENT LEAVE**

Bereavement Leave Rule of the Article X of the 1981 National TCU Agreement, (noted in TCU CBAs - SCL, L&N Rule 47, C&O Rule 59 and North Rule 38 III) are hereby modified with the following provision:

Bereavement leave, not in excess of three (3) calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, grandparent, grandchild, spouse or spouse's parent, domestic partner, halfsibling, stepsibling, stepparents, or stepchildren. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of workdays lost during bereavement leave.

Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

**OVERTIME PAY (DOUBLE-TIME) ON SECOND/THIRD REST DAYS**

TCU CBAs Overtime Rules - SCL Rule 20, L&N Rule 20, C&O Rule 31, and North Rule 24 are hereby modified to include the following provision:

Service performed on the second or third rest day within a defined work week of any employee's regular assignment shall be paid at double the basic straight time rate provided the employee has worked all hours of the assignment or received compensation for any previously approved time off in that work week and has worked at least 8 hours at overtime rate on the first rest day of the rest day period.

Extra List employees will receive the same eligibility for double time for a seventh start when working eight hour assignments, or for a sixth and seventh start when working assignments that exceed eight hours within their defined work week.

Note: The "approved time off" in this rule refers to regular vacation, personal leave that is requested and approved for use in that work week.

**PAY RATE PROGRESSION**

TCU SCL, L&N, C&O and North pay rate progression provisions of the TCU's National Agreements and the parties local Salary Agreement #6-098-94, are hereby amended as follows.

Active clerical employees in service currently under a prior pay rate progression and clerical new hires entering service on or after the effective date of this Agreement working positions covered by TCU agreements shall be paid as follows for all service performed within the first twelve (12) calendar months of service:

- a) For the first twelve (12) calendar months of employment, clerical employees shall be paid 90% of the applicable clerical rate\*.
- b) Following twelve (12) calendar months of employment, clerical employees will be paid the applicable rate\*.
- c) Employees who have had a previous employment relationship with CSXT or another Carrier in a TCU represented position and are subsequently rehired will receive credit for the previous employment time with the Carrier provided the previous service was within one (1) year of the date the employee was subsequently hired or rehired by CSXT. Such employees will receive credit for previous months of service up to a maximum of twelve (12) months.
- d) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month pay progression period.

*\*Note: the applicable rate referenced above shall continue to be in accordance with 1996 National Agreement Article IX, Section 2 (c).*

**SAFETY WORK BOOTS/PPE**

CSXT will be reimburse clerical employees each year for one (1) pair of work boots at the same value provided to other crafts covered under a collective bargaining agreement with the greater reimbursement amount between agreements governing, provided the work boots are required for the clerical employee's position.

**AGREEMENT DISTRIBUTION**

The parties agree that electronic copies of the applicable controlling system agreements (CBAs) between CSXT TCU - SCL, L&N, C&O and North satisfies the distribution and/or employee agreement printed copy provisions for employees covered by the TCU agreements.

**SAVINGS CLAUSE**

The parties agree to the extent any terms of this Agreement conflict with TCU CBAs, and any other subsequent amended agreements/understandings the terms of this Agreement controls. Except as otherwise provided in this Agreement, all other aspects of controlling TCU CBAs and Memorandum of Agreements/Understandings remain in effect. It is not the intent of either party of this Agreement to alter or amend other agreement provisions or understandings not specifically addressed herein in connection with these rules.

Tentative Agreement  
August 20, 2024

CSXT                      TCU                     

This Agreement will remain in full force and effect and shall remain binding on the parties signatory hereto until modified by mutual agreement in accordance with the provisions of the Railway Labor Act, as amended.

Signed this 20<sup>th</sup> day of August, 2024

**AGREED:**

For Transportation Communications  
Union/IAM (TCU):

For CSX Transportation, Inc.:

\_\_\_\_\_  
Brian Soderstrom, National Vice President

\_\_\_\_\_  
John W. Johnson, Senior Director, Labor  
Relations

\_\_\_\_\_  
Mike Goodyear, National Representative

\_\_\_\_\_  
Penny Dreher, Sr. Manager, Labor  
Relations