



COMMERCIAL DRIVER'S LICENSE (CDL) TRAINEE AGREEMENT

CDL Vacancy identified by the field

- a. Position will be posted to current employees.
 - b. Position will be assigned to current CDL and endorsement qualified employees.
 - c. If no qualified applicants make application for the position, it will be readvertised as a CDL "trainee" position and assigned to the senior applicant able to obtain the required license and endorsements.
 - d. Assignments will be handled in this manner for two (2) years after this agreement is in full effect. Following the two (2) year period the parties will meet to determine if training has been adequate to meet the current Carrier needs, and if assignment provisions need to be or can be modified.
 - e. The CDL/ Endorsement training program will provide the employee with a CDL license and endorsements at the end of the training program.
 - f. If an employee is displaced while in attendance of the CDL training course, employee will be allowed to finish the course and the displacement period will begin once the course is completed.
1. Option 1 – When there are no qualified bidders – Carrier will post a CDL Trainee bulletin in Itrakforce for all current employees (1 time)
- a. Post bulletin with the specific city/state.
 - b. Post bulletin with class A and all endorsements.
 - c. Post bulletin with the specific roster.
 - d. Bulletin will designate if the position is for bridge, foreman, welder, machine operator, or driver.
 - e. Senior bidder will be assigned to the vacant bulletin.
 - f. Employee must have seniority on that roster or be eligible to establish seniority on the applicable roster.
 - g. Employee will be vetted in accordance with FMCSA and/or the most restrictive agency's guidelines to ensure they can obtain a CDL or endorsements.
Example: The Carrier cannot train someone if they have DUI's/DWI's and/or tickets for moving violations.
 - h. Employee is required to get all endorsements (Class A, Passenger, tanker, hazmat).
 - i. The Carrier will make every effort to send assigned trainees to CDL school within "30" days. Assigned employees should not be unreasonably withheld from attending training when there is availability in a class.
 - j. Employees must have prerequisite work completed prior to attending class. Information will be available on what is required prior to the training beginning.
 - k. Employee has one opportunity per year to pass the training course with a maximum of two attempts. Further attempts may be allowed only by mutual agreement between the Carrier and Organization. Employees only get to complete training once (if they let their CDL or other endorsements expire they will not be eligible to take the training again).

- l. Employees that cannot be vetted for a CDL, and employees that cannot pass the course will have their position abolished in accordance with the corresponding CBA.
 - m. The Carrier will pay the employee's hourly wages during training at the average rate of posted position. See attached rates.
 - n. The Carrier will pay for travel, meals, and lodging, based on the employee's assignment.
 - o. The Carrier will pay for cost of the class unless grant money can be obtained.
 - p. After the training course is completed and the employee obtains the CDL and endorsements, they will be assigned to the permanent vacancy at the city/state posted in first step.
 - q. Employee will get the position rate after training is complete and CDL has been obtained.
 - r. If CDL position is available, employee is required to remain on a CDL position for one year from the date of assignment. This requirement is applicable to any CDL position and not necessarily the highest rated position.
 - s. If an employee working under this agreement is bumped or abolished during the 12-month period following the initial assignment, they can be recalled to CDL positions on Consolidated System or MOP System Gangs, Zone Gangs, and Headquartered Gangs, but cannot be recalled to a headquartered position over 50 miles from their residence. CBA provisions will govern recall outside of these provisions.
 - t. The Carrier Will retain a "list" of eligible bidders for 30 days in case we need to increase demand at that location. This will be handled in accordance with option 3 of this document.
2. Option 2 – No bids from current employees and the Carrier elects to hire from the street
 - a. A newly hired employee will be assigned as a track, bridge, or welding trainee for their probation period.
 - b. Employee will be vetted in accordance with FMCSA and/or the most restrictive agency's guidelines to ensure they can obtain a CDL or endorsements. Example: The Carrier cannot train someone if they have DUI's/ DWI's and/or tickets for moving violations.
 - c. Employee is required to get all endorsements (Class A, Passenger, tanker, hazmat).
 - d. The Carrier will make every effort to send assigned trainees to CDL school after a two (2) week internal training and on-boarding period. Assigned employees should not be unreasonably withheld from attending training when there is availability in a class.
 - e. Employees must have prerequisite work completed prior to attending class. Information will be available on what is required prior to the training beginning.
 - f. Employee has one opportunity per year to pass the training course with a maximum of two attempts. Further attempts may be allowed only by mutual agreement between the Carrier and Organization. Employees only get to complete training once (if they let their CDL or other endorsements expire they will not be eligible to take the training again).

- g. Employees that cannot be vetted for a cdl, and employees that cannot pass the course will have their position abolished in accordance with the corresponding CBA.
- h. The Carrier will pay the employee's hourly wages during training at the average rate of posted position. See attached rates.
- i. The Carrier will pay for travel, meals, and lodging, based on the employee's assignment.
- j. The Carrier will pay for cost of the class unless grant money can be obtained.
- k. After the training course is completed and the employee obtains the CDL and endorsements, they will be permanently assigned to the CDL position at that city/state posted in first step.
- l. Employee will get the position rate after training is complete and CDL has been obtained.
- m. If CDL position is available, employee is required to remain on a CDL position for one year from the date of assignment. This requirement is applicable to any CDL position and not necessarily the highest rated position.
- n. If an employee working under this agreement is bumped or abolished during the 12-month period following initial assignment, they can be recalled to CDL positions on Consolidated System or MOP System Gangs, Zone Gangs, and Headquartered Gangs, but cannot be recalled to a headquartered position over 50 miles from their residence. CBA provisions will govern recall outside of these provisions.
- o. The probation period for a newly hired employee attending CDL training is extended to 90 days.
- p. If the employee leaves the company prior to finishing three years of service they are required to reimburse the cost of the course, prorated by the number of months the employee performed service.
- q. Entry rates will apply to all wages under the respective agreement until after the CDL and endorsements are obtained. At that time, they will advance to the full rate of the assigned position.

3. Option 3 – Employee Development Program

- a. Current employees are eligible to put their name on a list to get a CDL and endorsements without a position tied to it.
- b. The Carrier will maintain a running list sorted by service date with senior most employees receiving first opportunity to attend the CDL training.
- c. The Carrier will fill training classes from this development opportunity list when slots and work force are available.
- d. Employee will be vetted in accordance with FMCSA and/or the most restrictive agency's guidelines to ensure they can obtain a CDL or endorsements. Example: The Carrier cannot train someone if they have DUI's/ DWI's and/or tickets for moving violations.
- e. Employee is required to get all endorsements (Class A, Passenger, tanker, hazmat).
- f. Employees must have prerequisite work completed prior to attending class. Information will be available on what is required prior to the training beginning.
- g. An employee will be removed from this list if they fail the prerequisites prior to attending CDL school.

- h. Employee has one opportunity per year to pass the training course with a maximum of two attempts. Further attempts may be allowed only by mutual agreement between the Carrier and Organization. Employees only get to complete training once (if they let their CDL or other endorsements expire they will not be eligible to take the training again).
- i. Employees that cannot be vetted for a cdl, and employees that cannot pass the course will have their position abolished in accordance with the corresponding CBA.
- j. The Carrier will pay the hourly wages of the employee's current assignment during training. If a furloughed employee is assigned to attend training, they will be compensated at the rate of the agreement position they most recently held prior to becoming furloughed.
- k. The Carrier will pay for travel, meals, and lodging, based on the employee's assignment.
- l. The Carrier will pay for cost of the class unless grant money can be obtained.

4. Maintaining CDL and Medical

- a. UP will provide an employee up to four (4) hours of paid leave time during their regularly assigned hours in order to renew license, attend a physical exam, or any other related maintenance of the CDL license and endorsements, once per year.
- b. Employees must notify and coordinate with their appropriate available ranking personnel (e.g., Supervisor, manager, director, etc.) their use of paid time to attend the above-mentioned appointments as soon as practicable, and at least seven (7) calendar days in advance of the use of this paid time when the need is foreseeable.
- c. UP will pay for obtaining or renewal of the CDL license and physical exams associated with the license.

5. Establishment and Maintenance of protection

- a. An Employee who already has a protected status and an established normal rate of compensation under Articles I and IV, Section 3 of the Feb. 7th Agreement, shall not be considered as making a voluntary exercise of seniority to a lower rated position when bidding to a CDL Trainee position, and therefore it shall not lower their established normal rate of compensation.

If an Employee is assigned to a CDL Trainee position upon having ten (10) years employment relationship with the carrier, his/her established normal rate of compensation shall not be the average CDL rate of pay of the bulletined classification of Trainee position but shall be the full hourly rate of pay of the respective classification of the bulletined position upon the successful completion of the CDL training by the Employee. However, in the event the Employee fails the CDL training, or the Carrier abolishes the CDL training position, or if the Employee is displaced from the position, the Employee's established normal rate of compensation shall be higher rate of

pay of either the CDL training position or the position immediately held by the Employee prior to bid and award of the CDL training position.

This Agreement may be canceled by either party with a thirty (30) days advance written notice to the other party.

Respectfully,

Chris Bogenreif

Director – NonOps
WR/Labor Relations

Attachments:

Appendix A

Appendix B

Agreed:

General Chairperson: *Dennis R. Adams* Date 3-31-23

General Chairperson: *Paul A. Clute* Date 3-31-23

General Chairperson: *Brian Rumb* Date 3-31-23

Vice President: *[Signature]* Date 3-31-23

Vice President: *[Signature]* Date 3-31-23

Appendix A

*Rates of pay are subject to all GWIs

SPWL Division

Bucket	Rate
Foreman	\$37.71
Asst Frmn	\$34.15
Truck	\$35.04
Welder	\$35.12
Welder Helper	\$32.72
REO/Machine	\$35.15

CNW Division

Bucket	Rate
Foreman	\$36.63
Asst Frmn	\$34.10
Truck	\$34.10
Welder	\$36.72
Welder Helper	\$32.80
REO/Machine	\$34.69

UP Division

Bucket	Rate
Foreman	\$36.66
Asst Frmn	\$34.43
Truck	\$34.96
Welder	\$36.36
Welder Helper	\$34.17
REO	\$36.80

UPC System

Bucket	Rate
Foreman	\$39.83
Asst Frmn	\$35.61
Truck	\$35.33
Welder	\$36.72
Welder Helper	\$34.17
REO	\$37.65

Appendix B

* Rates of pay are subject to all GWIs

MOPAC Division

Bucket	Rate
Foreman	\$35.56
Asst Frmn	\$32.80
Truck	\$33.20
Welder	\$35.15
Welder Helper	\$32.68
REO/Machine	\$35.02

MOPAC System

Bucket	Rate
Foreman	\$37.11
Asst Frmn	\$33.82
Truck	\$33.20
Welder	\$35.15
Welder Helper	\$32.68
REO/Machine	\$35.29