

## Side Letter No 5

### Re: CDL-Individual Repayment Agreement and Side Letter No 2 replacement

This side letter (No 5) will replace side letter No 2 and any CDL language that is in the Current January 1, 2022 agreement. For all SJVR employees who are required or voluntarily obtain a Commercial Driver's License (CDL), fees associated with licensing, medical examination, and training (to include lost time) to obtain and maintain the CDL will be borne by SJVR. For SJVR to safeguard their investment in their employees, a prorated individual repayment is as follows:

- If an employee leaves the SJVR within six months of obtaining their CDL license, that SJVR covered the cost, that employee must reimburse SJVR 100% of the total licensing costs.
- If an employee leaves the SJVR within one year of obtaining their CDL license, that SJVR covered the cost, that employee must reimburse SJVR 50% of the total licensing costs.
- If an employee leaves the SJVR within eighteen months of obtaining their CDL license, that SJVR covered the cost, that employee must reimburse SJVR 25% of the total licensing costs.
- At the end of the two-year mark, there will be NO repayment penalty.
- Employees required to obtain or voluntarily obtain a CDL must enter into an Individual Repayment Agreement with SJVR. Please see the attached document for reference.
- In the event an employee is terminated and for any reason returns to service, any CDL reimbursement payment received by the Carrier will be refunded back to the employee at the time of service reinstatement.

Additionally, it was agreed upon that all employees who are required to obtain a CDL or who voluntarily acquire and maintain a CDL will be paid an additional two (\$2) dollars per hour differential for all hours worked. This differential will be subject to all future General Wage Increases (GWI). Those employees who forfeit or no longer maintain the CDL will not be paid the differential.

The assigned foreman on duty may assign any CDL-qualified employee to drive the truck at any given time, or the foreman on duty may elect to drive the truck should they so choose. This side letter will also remove the CDL qualification to become a foreman.

Please indicate your concurrence by signing below

*Kenneth Krause* 3/3/2025

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Kenneth Krause  
Assistant to the PDGC  
IAM



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David Franklin  
President SJVR

## REPAYMENT AGREEMENT: CDL Training

San Joaquin Valley Railroad (“SJVR”) is investing in you and your career by paying for your CDL Training and we hope that you view this as a mutual commitment to further your development with the Company.

I understand that with this investment by the SJVR, which is in addition to my normal wages and benefits, I have a commitment as well.

In return, and as a condition of receiving these additional payments, I acknowledge and agree that in the event I am terminated or resign from employment for any reason whatsoever, I shall repay the Company all or a portion of the amount paid on my behalf or reimbursed to me in connection with my CDL Training according to the schedule below:

Repayment schedule:

| Time after Date of CDL Training: | Repayment Obligation: |
|----------------------------------|-----------------------|
| 1 – 6 Months                     | 100%                  |
| 6 – 12 Months                    | 50%                   |
| 12 - 18 Months                   | 25%                   |
| 24+ Months                       | 0                     |

I acknowledge and agree that the Company, including its current and former parents, subsidiaries and affiliated entities, and their agents, is authorized to withhold from monies due to me at the time of my separation an amount equivalent to that owed by me under this Agreement.<sup>1</sup>

**IN THE EVENT THE REPAYMENT AMOUNT EXCEEDS THE AMOUNT OF MY REMAINING PAYCHECK(S), I AGREE AND PROMISE TO PAY THE OUTSTANDING BALANCE DUE WITHIN SIXTY (60) DAYS FROM MY LAST DAY OF EMPLOYMENT.**

I acknowledge and recognize that this Agreement is not a contract of employment and does not guarantee continued employment with the Company, or any affiliate of Genesee & Wyoming Inc.

Employee Signature

Date

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<sup>1</sup> Withholdings will be consistent with CA minimum wage payment requirements, federal and state laws.