

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator
Sarah Melancon, Human Resources Director

DATE: December 12, 2022

SUBJECT: Request to Approve Agreement between Jefferson County, Employee, and Union for Commercial Driver's License Training

STATEMENT OF ISSUE:

Public Works Road Maintenance Division has found it increasingly difficult to recruit and hire skilled Operators with a Class A Commercial Driver License (CDL). In response, a CDL training program was approved by the Board of County Commissioners in the most recent Collective Bargaining Agreement (CBA) between Jefferson County and Teamsters Local No. 589, effective through December 31, 2023.

Public Works, therefore, requests that the County Commissioners approve the Training Agreement between Jefferson County, Karl Springer (Employee), and the Union in accordance with Appendix A of the CBA.

FISCAL IMPACT:

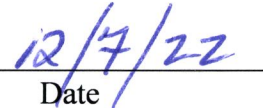
CDL training programs costs are approximately \$10,000. The Employee must reimburse the County for training costs if they fail to obtain a CDL or leave County employment in less than four years.

RECOMMENDATION:

Approve and sign the CDL Training Agreement between Jefferson County, Karl Springer, and Union

REVIEWED BY:


Mark McCauley, County Administrator


Date

AGREEMENT BETWEEN JEFFERSON COUNTY, EMPLOYEE, AND UNION
FOR TUITION AND CDL LICENSING FEE REIMBURSEMENT

This Agreement Between Jefferson County, Employee and Union for Tuition and CDL Licensing Fee Reimbursement (this Agreement) is made and entered into by and between the Jefferson County (the County) and Carl L Springer (the Employee) and Teamsters Local Union No. 589 of the International Brotherhood of Teamsters (the Union).

WHEREAS, the Employee is an employee of the County who works at the Jefferson County Department of Public Works (the Department); and,

WHEREAS, the Employee has requested training to obtain a Commercial Driver License (CDL); and,

WHEREAS, the Union is the exclusive bargaining representative for Employee; and,

WHEREAS, the Union has negotiated with the County the current Collective Bargaining Agreement by and between the Department and Teamsters Local Union No. 589 of the International Brotherhood of Teamsters (the CBA), which is incorporated here by reference

WHEREAS, under the terms of Appendix B the CBA the County can pay for the expenses of CDL Training (Appendix B) and require that Employee enter into an agreement to repay the training expenses under the conditions in Appendix B, a copy of which is attached to this Agreement; and,

WHEREAS, the Employee understands that the Department will incur substantial expenses in the provision to the training to attain CDL Licensure under the terms of the CBA; and,

WHEREAS, CDL Licensure as required to benefit the Department is defined as possession of a valid Class A Commercial Driver's License with valid endorsements at minimum for manual transmission, fifth-wheel trailer and tankers issued by the Washington State Department of Licensing; and,

WHEREAS, it is acknowledged by the undersigned that the Department's expenditures on behalf of the Employee are expected to be recaptured through services by the Employee with the Department after completion of the CDL training, and that the Department will suffer substantial detriment if the Employee should take employment elsewhere during a period for forty-eight (48) months following completion of CDL Training and CDL Licensure.

NOW, THEREFORE, the County, the Employee and the Union hereby agree :

No term, condition or privilege of Employee's employment obligates the Department to bear the cost or expense of Employee attaining CDL Licensure. However, and on the conditions described in this Agreement and Appendix B, the Department will fund the CDL Licensing Fees (defined below) and Tuition Payments (defined below) so Employee may obtain CDL Training at a CDL Training school approved by the Washington State Department of Licensing.

1. County Funding of CDL Licensing Fees and Tuition Payments.

a. The Department will pay CDL Licensing Fees and Tuition Payments to the CDL Training school on the Employee's behalf.

b. CDL Licensing Fee are defined as follows:

- i. Employment Drivers Abstract;
 - ii. Knowledge Test;
 - iii. Commercial Drivers Learners Permit;
 - iv. Skills Test; and
 - v. CDL Endorsement.
- c. Tuition Payments are defined as follows:
- i. Tuition charged by the CDL Training school;
 - ii. Fees charged by the CDL Training school;
 - iii. Books, workbooks, manuals required for the course; and,
 - iv. Fee to be tested by an examiner approved by the Washington State Department of Licensing.

The total cost impact to the County for CDL Licensing Fees and Tuition Payments is estimated to be no more than \$10,000.

2. Employee Requirements During CDL Training. Employee will be responsible for the following while enrolled in CDL Training:
- a. Employee will not be compensated for more than 40 hours per week, at straight time pay, for attendance at CDL Training. Emergency callout response and other work requested by the Department unrelated to CDL Training will be compensated under the CBA.
 - b. Employee will not be compensated for time spent studying, practicing or training for CDL Licensure outside the hours of attendance at CDL Training.
 - c. Travel to and from the training facility is the Employee responsibility. Employee will not be compensated for travel time.
 - d. Employee is responsible for meals. Employee will not be reimbursed for meals.
 - e. Employee is responsible for fees and time if required to be retested by an examiner approved by the Washington State Department of Licensing following any unsuccessful initial test.
3. Required Reimbursement of CDL Licensing Fees and Tuition Payments by the Employee. The Employee agrees to repay the County for all CDL Licensing Fees and Tuition Payments made by the Department, as follows:
- a. The Employee shall repay the County for all CDL Licensing Fees and Tuition Payments, if the Employee fails to obtain a CDL, after any Tuition Payment is made by the County;
 - b. The Employee resigns employment with the Department in a job title that requires a CDL for any reason, the Employee shall repay the County as follows:

- i. 100% of the CDL Licensing Fees and Tuition Payments if the Employee leaves the employment of the County within 1 year of the date that the Employee obtains a CDL;
 - ii. 75% of the CDL Licensing Fees and Tuition Payments if the Employee leaves the employment of the County within 2 years of the date that the Employee obtains a CDL;
 - iii. 50% of the CDL Licensing Fees and Tuition Payments if the Employee leaves the employment of the County within 3 years of the date that the Employee obtains a CDL; and,
 - iv. 25% of the CDL Licensing Fees and Tuition Payments if the Employee leaves the employment of the County within 5 years of the date that the Employee obtains a CDL.
4. Withdrawal or Dismissal of the Employee for Misconduct. The Employee understands that if they withdraw from the CDL Training, or they are dismissed from the CDL Training for misconduct, the Employee will be subject to disciplinary action, including termination.
5. Deduction from Employee Pay Authorized.
 - a. Repayment Where Employee Resigns from a Job the Requires a CDL. If the Employee resigns from a job that requires a CDL, but remains employed by the County, then reimbursement all amounts still outstanding shall be deducted from Employee's net earnings in Employee's remaining pay periods.
 - b. Repayment Where Employee Resigns from County. If the Employee is terminated from employment at the County, either voluntarily or involuntarily, then the entire reimbursement then remaining shall be immediately become due and owing and may be deducted from the Employee's final pay, including from any payment due for banked PTO or vacation pay.
6. Discretion for the Department to Waive or Modify the Repayment Provisions of this Agreement, When an Employee Is Being Offered Another Position within the County. The Department Director may waive or modify the reimbursement obligation required by this Agreement at their sole discretion when deciding whether to offer the Employee a position that does not require a CDL. Any other director of a County department may waive or modify the reimbursement obligation required by this Agreement at their sole discretion when deciding whether to offer the Employee a position outside of the Department, provided that the terms of the employment for the position outside of the Department require the other department to reimburse the Department on the Employee's behalf.
7. Controlling Law.
 - a. It is understood and agreed this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents.
 - b. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.
8. Litigation/Jurisdiction/Venue.

- a. Should either party bring any legal action, each party in such action shall pay for its own attorney's fees and court costs.
 - b. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.
 - c. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall pay for its own attorney's fees and court costs.
9. Entire Agreement. This Agreement memorializes the entire agreement of the parties and all parts of this Agreement are contained herein. The parties agree that:
 - a. No representation or promise not contained in this Agreement has been made.
 - b. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not contained in this Agreement.
 - c. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
10. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the sections or this Agreement.
11. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
12. No Oral Waiver. No term or provision of this Agreement will be waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
13. Order of Precedence. If there is an inconsistency in this Agreement, or between its terms and Appendix B; the CBA; or the County's Personnel Administration Manual, the inconsistency shall be resolved by giving precedence in the following order: (a) Appendix B; (b) the CBA; and, (c) the County's Personnel Administration Manual.
14. Severability. Provided it does not result in a material change in the terms, if any provision or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
15. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.
16. Signature in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same

instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

17. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
18. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.
19. Employee's Acknowledgement of Receipt/Waiver or Right to Independent Legal Advice. By signing below, Employee acknowledges and agrees that Employee has had the opportunity to review this Agreement, consult with the Union and/or an attorney, and Employee accepts the terms and conditions of this Agreement. The Employee and the Union understand that the Employee has the right to have this document examined by an Attorney of their choosing and at their expense, and to discuss its terms with their attorney prior to signing it and has chosen to proceed as indicated below:

Employee: Initial one of the lines below as applicable:

/RCS / I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult with an attorney.

/_____/ I have consulted an attorney regarding this Agreement and received his/her explanation of its terms as evidence by the attorney's signature below. (If you initial this paragraph, have your attorney also sign this agreement.)

[SIGNATURE PAGE FOLLOWS]

For Employee

Karl L. Springer
Employee Signature

11-9-22
Date

Karl L. Springer
Employee Printed Name

On this day personally appeared before me Karl L. Springer known as the Applicant, and that I know or have satisfactory evidence that the above person is who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 9th day of November 2022



Colette Kostelec
NOTARY PUBLIC in and for the
State of Washington

JEFFERSON COUNTY:

TEAMSTERS LOCAL UNION NO. 589 OF
THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS:

Heidi Eisenhour Date
Chair, Board of County Commissioners

Richard Stone 11/30/2022
Signature Date
Richard Stone 11/30/2022
Printed Name, Union Business Agent

Approved as to form:

P.C. Hunsucker
Philip C. Hunsucker Date
Chief Civil Deputy Prosecutor
Jefferson County Prosecutor's Office

December 6, 2022

APPENDIX B – TRANSITION TO REQUIRED CDL

Public Works – Road Department; Class A-CDL License Requirement and Training Program. Effective two (2) months following final adoption by the County.

- I. All employees currently Classified as Operator I, or upon becoming Classified as Operator-I shall possess or obtain a Class-A CDL Driver's License.
- II. When an employee is Classified as Operator-I and not having a Class-A CDL the County may consider a request by an eligible employee for CDL training under the following circumstances:
 1. The Operator I position shall include as a minimum requirement: "The Operator-I Classification shall include the possession of, or ability to obtain, a Class A CDL within 6 months of employment."
 2. The Operator-I classification shall be added to the Solid Waste wage matrix to align with the Roads matrix. The Solid Waste Attendant I and Attendant II positions shall be redundant and no longer an active position under this CBA. All Attendant-I and II personnel shall comply with the minimum requirements of Operator-I CDL possession as provided in this Appendix B.
 3. Existing employees employed as Laborers may apply for open Operator I jobs, along with outside applicants, when a position becomes available according to the Recruitment and Selection process set-out in Chapter 9 of the JC Personnel Manual.
 4. The "Management and the hiring team" will determine who is the most qualified applicant for the position. Establishing the most qualified is determined through a variety of factors established by Management and the hiring committee including total job experience, attitude, aptitude, ability to adapt/learn, etc. (i.e., characteristics such as interest in the job, working without constant supervision, taking a positive dimension of things, always ahead of issues and lastly, employee's willingness to contribute to achieving the mission). Management must retain the discretion and ability to hire the best candidate for the job considering the Department needs.
 5. The following procedure shall apply to employees selected for an Operator-I position who does not possess a Class A CDL and where the County would provide the resources for the employee to obtain the CDL needed to remain in an Operator Classification:
 - a. Pre-employment Drug and Alcohol testing would be required as per standard process.
 - b. Tuition up to a maximum amount as determined each year by the Public Works Director.
 - c. Regular time wages/benefits at Straight-Time wages/normal benefits for not more than 40 hours in any one week at the Operator-I wage rate for the number of weeks to be approved by the Department Head (or designee) prior to the commencement of any commitment for training.
 - d. CDL Medical Card reimbursement according to this CBA.
 - e. Full reimbursement for first-time CDL licensing fees using current reimbursement methods.
 - f. No employee shall be compensated more than 40 hours in any one workweek with all compensation at straight time only. No overtime.
 - g. No employee will receive reimbursement for travel time, mileage, meals, lodging or per diem and shall pay such costs individually.
 - h. Should an employee need to be retested in order to obtain a Class-A CDL such costs of any re-testing required shall be paid by the employee.

6. If employee becoming an Operator-I is unable to schedule training or obtain a CDL within the first 6 months of employment, the County may, at its sole discretion, extend the trial period for one additional 6-month period in accordance with the JC Personnel Manual, Chapter 10, Section 4.1.
7. For internal candidates, it is recognized that the process described herein is not considered a promotion, but rather an Employee-Initiated Transfer covered under the JC Personnel Manual, Chapter 10, Section 7.0. Should the employee fail to obtain the required CDL within the 6-month trial period (or within one additional 6-month extension if offered by the County), the employee shall have no right to return to their previous position, which will likely have been filled. See JC Personnel Manual, Separation from County Employment, Chapter 10, Section 12.
8. Any employee who is granted funds pursuant to this Appendix B shall reimburse the County IN FULL for all funding granted to the employee in the event of:
 - a. The employee fails to obtain a CDL once entered into the program.
 - b. The employee leaves County CDL employment for any reason.
 - c. Repayment shall be as follows:
 - i. Full payment of any amount owing to be deducted from any amounts due to the employee upon final payment by the County upon severance.
 - ii. Full payment of any amount owing shall be repaid during employment in an amount of 5% of the employee's net pay each pay-period until:
 1. 100% is repaid if less than 1 year of CDL employment is achieved.
 2. 75% is repaid if less than 2 years of CDL employment is achieved.
 3. 50% is repaid if less than 3 years of CDL employment is achieved.
 4. 25% is repaid if less than 4 years of CDL employment is achieved.
 5. No repayment is required if CDL employment exceeds 4 years of CDL employment.
9. This Transition Appendix B may be removed in subsequent negotiations and replaced as needed.