

## MEMORANDUM OF UNDERSTANDING

### City of Vancouver CDL Tuition Repayment Agreement

This Memorandum of Understanding ("MOU") is made between the City of Vancouver ("City") and the AFSCME, Local 307VC ("Union").

#### **Background:**

The City has traditionally trained and certified that an employee has obtained the skills and training necessary to operate a commercial motor vehicle safely through on the job training and a demonstration of proficiency. However, as of February 7, 2022, WAC 308-100-035 states an employer may only certify that an applicant for a CDL has the skills and training necessary to operate a commercial motor vehicle safely if the employee has successfully completed training with a training provider listed on FMCSA's Training Provider Registry established under 49 CFR 380.700.

Therefore, to comply with the new rules, the City will outsource the training to a qualified provider. However, the City is concerned of employee leaving the organization soon after we have made such an expensive investment into the employee's training to earn their CDL. The City is willing to send employees through an approved training provider on the national registry with the understanding that should the employee separate from the City of Vancouver within three (3) years, the employee would be responsible for repayment of a pro-rated portion of the cost of the CDL training school.

#### **Agreement:**

1. This agreement is non-precedent setting and evidence of this agreement cannot be used in any current or future disputes between the parties, including, but not limited to, contract negotiations.
2. Effective upon full execution of this MOU, any employee earning their CDL through a certified program on the national registry and paid for by the City of Vancouver will sign a repayment agreement as a condition of employment in accordance with the following schedule at time of separation:
  - a. Less than one (1) year after the date of hire, employee will repay one-hundred 100% of the amount expended by the City of Vancouver.
  - b. After one (1) year but less than two (2) years after the date of hire, employee will repay the City of Vancouver, fifty percent (50%) of the amounts expended by the City of Vancouver.
  - c. After two (2) years but less than three (3) years after the date of hire, employee will repay the City of Vancouver twenty-five percent (25%) of the amounts expended by the City of Vancouver
  - d. If employee resigns or is terminated more than three (3) years after the date of hire, employee will not be required to repay any monies to the City of Vancouver.
3. Employees currently in a position requiring a CDL prior to the execution of this

agreement and have not obtained their CDL will be trained through a certified program on the national registry and will not be required to repay monies to the City of Vancouver if they separate prior to three (3) years.

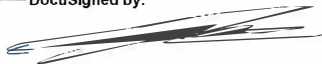
- 4. This MOU sunsets on December 31, 2024, or at such time a successor collective bargaining agreement is reached, whichever is later, as this amendment will automatically be incorporated into the successor collective bargaining agreement

Dated this 31st day of March, 2022

**For the Employer:**

DocuSigned by:  
  
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Lisa Takach, HR Director

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Tim Buck, Operations Manager

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Lisa Brandl, Deputy City Manager

**For the Union:**

  
 Larry Clark, Business Representative, AFSCME

  
 Dave McGrath, President AFSCME