

THE CITY OF ARLINGTON, WASHINGTON  
and  
ARLINGTON CITY EMPLOYEES, LOCAL 2849  
OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, AFSCME

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CDL Training Contract

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THIS AGREEMENT is entered into by and between the City of Arlington, Washington, hereinafter referred to as the City, and the Arlington City Employees, Local 2849, hereinafter referred to as the Union.

The City's Maintenance Worker and Utility Worker classification series requires the acquisition of a CDL to promote up. Bargaining unit member and **INSERT DEPARTMENT** employee **INSERT EMPLOYEE NAME** has expressed an interest in receiving CDL training and obtaining **his/her** CDL.

The City, **INSERT EMPLOYEE NAME** and the Union have mutual interest in **INSERT EMPLOYEE NAME** obtaining **his/her** CDL so **he/she** is able to drive larger vehicles in the fleet, particularly during the upcoming winter season; **INSERT EMPLOYEE NAME** would like to expand **his/her** skillsets as a precursor to potential future promotion; and, the Union wants to ensure equitable access to training and promotional opportunities for its members.

To that end, the parties have reached the agreement as outlined below:

1. **INSERT EMPLOYEE NAME** shall be registered for outside CDL training at a City-approved vendor to commence in **INSERT MONTH INSERT YEAR**.
2. The City shall pay the cost of **INSERT EMPLOYEE NAME**'s outside CDL training, including registration and materials, permits, tests and DOT physical (for a total of \$**INSERT TOTAL COST**), and shall compensate **INSERT EMPLOYEE NAME** at **his/her** normal forty (40) hour per week schedule during the period of training. Any other hours worked as part of normal job duties and not related to CDL instruction or travel shall be compensated per the applicable provisions of the collective bargaining agreement.
3. Should **INSERT EMPLOYEE NAME** fail to complete and/or pass the CDL training course and/or fail to obtain **his/her** CDL in a reasonable time period (not to exceed 2 months) after completing the CDL training course, **he/she** shall be required to repay the full amount expended by the City on **his/her** behalf for the registration and materials for the course.

4. **INSERT EMPLOYEE NAME** accepts that the CDL training is voluntary and **he/she** wishes to accept it in order to qualify for future promotion. Should **he/she** successfully complete the CDL training and then be terminated for any reason or voluntarily separate employment with the City prior to working two (2) years from the effective date of this Memorandum of Understanding, **INSERT EMPLOYEE NAME** shall be required to repay a prorated amount of the costs advanced for the CDL training back to the City of Arlington in accord with the Repayment Schedule below:

Repayment Timeframe	Repayment Amount
1 <sup>st</sup> 3 full months after training is complete	100.0%
2 <sup>nd</sup> 3 full months after training is complete	87.5%
3 <sup>rd</sup> 3 full months after training is complete	75.0%
4 <sup>th</sup> 3 full months after training is complete	62.5%
5 <sup>th</sup> 3 full months after training is complete	50.0%
6 <sup>th</sup> 3 full months after training is complete	37.5%
7 <sup>th</sup> 3 full months after training is complete	25.0%
8 <sup>th</sup> 3 full months after training is complete	12.5%
As of two-year anniversary of training completion	0%

5. **INSERT EMPLOYEE NAME** agrees that **his/her** final paycheck will be reduced by the final prorated amount owed should termination or voluntary separation occur and repayment is required. If the final paycheck is insufficient to cover the balance owed, **INSERT EMPLOYEE NAME** acknowledges that **he/she** is responsible for payment of the remaining balance owed to the City.
6. No modification to this Training Contract is valid unless in writing and signed by the parties.
7. This Training Contract and the agreements contained herein do not establish a past practice and shall not be used or cited by the City or the Union as precedent in any future dispute or grievance as such. This is a one-time, non-precedent setting exception to normal policy and the language in the collective bargaining agreement that does not establish a past practice and is being done for the mutual benefit of all parties.
8. This Training Contract is effective when signed by both parties and is effective retroactively as of **INSERT DATE**.
9. This agreement shall remain in full force and effect until **INSERT TWO-YEAR TRAINING ANNIVERSARY DATE**.

**EMPLOYEE**

\_\_\_\_\_  
INSERT NAME

Date: \_\_\_\_\_

**CITY OF ARLINGTON**

\_\_\_\_\_  
INSERT NAME, City Administrator

Date: \_\_\_\_\_