

AMADOR COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
CLASS A COMMERCIAL DRIVERS LICENSE PROGRAM

The County of Amador ("County") and the Department of Transportation and Public Works ("Department") acknowledges the benefits of having its road crew employees (Employees") possess a Class A Commercial Driver's License.

California Commercial Driver's License Process

On February 7, 2022, the Department of Motor Vehicles (DMV) implemented federal Entry Level Driver Training (ELDT) requirements for commercial driver's license (CDL) applicants. ELDT must be conducted by a registered training provider listed on the federal Training Provider Registry (TPR).

Successful completion of ELDT is required on or after February 7, 2022, for applicants who are:

- Obtaining an original CDL (Class A or B);
- Upgrading an existing Class B CDL to a Class A CDL; or
- Obtaining a School Bus (S), Passenger (P), or Hazardous Materials (H) endorsement

In addition to the federal requirements, when applying for an original CDL (Class A or B) in California, the applicant must complete a minimum of 15 hours of behind-the-wheel training and submit a California Commercial Driver Behind The Wheel Training Certification (DL 1236) to the DMV as proof of completion prior to the issuance of their CDL.

After an applicant holds a commercial learner's permit (CLP) for 14 days, he/she can apply to take the skills test to earn the CDL. This 14 day waiting period also applies to classification upgrades and endorsement/restriction changes that require a skills test.

To apply for a CDL:

- Schedule a skills test appointment (skills tests are not given without an appointment). The applicant may also call 1-800-777-0133 during the regular business hours (8 a.m.-5 p.m. Monday-Friday, excluding holidays) to make an appointment.
- Bring the type of vehicle(s) for the class the applicant wants to drive.
- Pass the skills test, which includes a vehicle inspection, basic control skills test, and road test. If an applicant fails any part of the skills test, all other testing will be postponed. An applicant has three tries to pass the skills test. The applicant must pay a retest fee each time he/she retakes the skills test.

County/Department Program

In order to help facilitate its employees with the acquisition of a Class A CDL, the County and Department offer to sponsor an employee's training and initial exam.

- The County/Department will finance the training of an employee to attend a Class A CDL training course in the Sacramento or Stockton area.
- The time taken during the employee's normal work hours to attend a Class A CDL training course and take the exam will be paid regular time. No overtime will be granted for such attendance. No employee leave time will be required.
- The County/Department is offering to sponsor each employee a single opportunity to obtain his/her Class A CDL. If an employee fails to successfully complete the training course or fails the exam, the first two (2) times the employee retakes the course and/or the exam will be at the time and expense of the County. For the third and any subsequent retaking of the course and/or exam will be at the shared expense of the employee and the County.
- Upon successful acquisition of a Class A CDL through the County/Department sponsored program, the employee agrees to maintain employment with the County/Department for a minimum of two (2) years for the date of acquiring the Class A CDL.
- If an employee either voluntarily terminates his/her employment with the Department within two (2) years of obtaining the Class A CDL through the County/Department sponsored program, the employee is subject to reimbursement to the County/Department for the cost of the training/exam and the cost of the time to attend the training/exam. If the employee voluntarily resigns his/her employment with the Department before the two (2) year commitment, a pro-rated calculation shall be used when determining the reimbursement amount owed. This pro-rate calculation shall include credit for the days worked within the two (2) year commitment status.
- The Department will allow two (2) employees at a time to acquire the Class A CDL through the County/Department sponsored program. If two or more employees wish to participate in this program at the same time, seniority will determine the order at which the employees will participate. For part-time employees, hours worked will be used to determine seniority.
- Employees will be allowed to utilize a county vehicle to and from the training in Sacramento or Stockton and if there are two (2) employees attending the program they will rideshare.

Side Letter of Agreement

Class A Commercial Driver's License Program

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the County of Amador (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union").

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the "MOU") setting forth terms and conditions of employment for certain County employees within what is commonly referred to as the "General Employee Unit" (hereinafter referred to as the "General Unit"). The terms set forth below amend the existing 2021-2024 MOU.

The County and its Department of Transportation and Public Works (hereinafter collectively referred to as "Department") acknowledge the benefits of having its road crew employees (hereinafter referred to as "Employees") possess a Class A Commercial Driver's License.

To encourage eligible Employees to obtain and maintain a Class A Commercial Driver's License, the Parties have agreed to implement a "Class A Commercial Driver's License Program" that will become effective upon adoption of this side letter by the Board of Supervisors ("hereinafter referred to as the "Board and will remain in effect until the conclusion of the contract term negotiated in 2024, unless extended by the County Administrative Officer. The County and the Union, have met and conferred and have agreed to this stand-alone side letter that will be in effect for the term agreed to and any extension thereof with terms as set forth below and hereby agree as follows:

III. MOU Amendment

Class A Commercial Driver's License Program

A. County/Department Program

In order to help facilitate its employees with the acquisition of a Class A CDL, the County and Department will implement the following program:

- The County/Department will finance the training of an employee to attend a Class A CDL training course in the Sacramento or Stockton area.
- The time taken during the employee's normal work hours to attend a Class A CDL training course and take the exam will be paid regular time. No overtime will be granted for such attendance. No employee leave time will be required.
- The County/Department is offering to sponsor each employee an opportunity to obtain his/her Class A CDL. If an employee fails to successfully complete the training course or fails the exam, the first two (2) times the employee retakes the course and/or the exam will be at the time and expense of the County. For the third and any subsequent retaking of the course and/or exam will be at the equally shared expense of the employee and the County.

- Upon successful acquisition of a Class A CDL through the County/Department sponsored program, the employee agrees to maintain employment with the County/Department for a minimum of two (2) years from the date of acquiring the Class A CDL.
- If an employee either voluntarily terminates their employment with the Department within two (2) years of obtaining the Class A CDL through the County/Department sponsored program, the employee is subject to reimbursement to the County/Department for the cost of the training/exam and the cost of the time to attend the training/exam. If the employee voluntarily resigns their employment with the Department before the two (2) year commitment, a pro-rated calculation shall be used when determining the reimbursement amount owed. This pro-rated calculation shall include credit for the days worked within the two (2) year commitment status.
- The Department will allow two (2) employees at a time to acquire the Class A CDL through the County/Department sponsored program. If two or more employees wish to participate in this program at the same time, County seniority will determine the order at which the employees will participate. For part-time employees, hours worked will be used to determine seniority.
- Employees will be allowed to utilize a County vehicle to and from the training in Sacramento or Stockton and if there are two (2) employees attending the program they will rideshare.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Amendment, including signatures, shall be deemed to constitute evidence of the Amendment having been executed.

IV. General Provisions

- A. This Side Letter of Agreement will take effect upon adoption by the Board and execution by the parties.
- B. The Side Letter of Agreement modified language herein will not be incorporated into any successor MOU by the Parties unless and until it has been negotiated, agreed to, ratified, and adopted.
- C. The written terms herein embody the entire Side Letter of Agreement between the Parties.

[Signatures on next page]

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on July 30, 2024.

COUNTY OF AMADOR, CALIFORNIA:

By: Brian Cheto
Chairperson, Board of Supervisors

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021:

By: Cheryl Harris
Cheryl Harris, SEIU Local 1021 Field Representative

Bill Petrone
Bill Petrone, SEIU Local 1021 Executive Director

Daniel Weddle
Daniel Weddle, SEIU Local 1021 Amador Chapter President