

**SIDE LETTER AGREEMENT TO THE  
JULY 1, 2022 TO JUNE 30, 2023  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UTILITY WORKERS UNION OF AMERICA, LOCAL 606,  
AND THE CITY OF NORCO**

This Side Letter of Agreement (Agreement) is entered into by and between the Utility Workers Union of America, Local 606 (Local 606) and the City of Norco (City) effective July 1, 2022. The items listed in this Agreement shall supersede any provisions included in the current Memorandum of Understanding (MOU). The parties agree to the following Terms and Conditions:

**Article 3 SALARIES**

**Section 3. Commercial Driver's License (new section)**

Employees will have the option to have the City cover the cost for an entry-level driver training course in order to obtain a California Commercial Driver's License (CA CDL) Class A or B as a condition of their employment. The City will work directly with a licensed CDL training facility that will invoice the City directly.

Employees must obtain prior approval from their Department Head prior to the employee taking the approved training. Any time that the employee spends in taking approved training to obtain a CDL will not be considered work time or otherwise be compensable. Accordingly, employees will not be entitled or authorized to receive overtime compensation for participating in training or testing to receive a CDL. The employee must update their direct supervisor and provide a training schedule with weekly updates on their progress. The Department Head has the discretion to approve or deny the employee's request to attend training that conflicts with the City's daily operations.

Employees requesting that the City pay for their training to obtain their CA Commercial CDL will be subject to reimbursing the City based on the schedule set forth in the Employer-Paid Training California Commercial Driver's License Policy and corresponding Payroll Repayment Agreement. The schedule is valid for two years after the employee passes probation. If an employee remains with the City for two years after passing probation, then no repayment will be required.

This is a one-time benefit. If for any reason the employee re-takes the course or DMV test, the employee will be responsible for the entire cost.

For the CITY:



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Lori Sassoon, City Manager

For Local 606:



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Luke Matson, President

## **REPAYMENT AGREEMENT PAYROLL DEDUCTION**

This Repayment Agreement ("**Agreement**") is made and entered into this 2<sup>nd</sup> day of July, 2022 ("**Effective Date**") by and between the City of Norco ("**City**") and Utility Workers Union of America, Local 606 ("**Employee**") (Collectively, the "**Parties**").

### **RECITALS**

A. New commercial driver's license (CDL) applicants are required to provide proof of entry-level driver training, from a training provider listed on the Federal Motor Carrier Safety Administration Training Provider Registry, before taking a CDL skills test.

B. Employee will need to comply with all eligibility requirements outlined in any applicable City policies that provide for payment of costs to obtain a CDL before requesting the City to pay for any required CDL training as outlined in this Agreement.

C. The City will be directly billed, and will pay for, the costs for Employee in the amount of \$ \_\_\_\_\_ to attend a training course with \_\_\_\_\_, which is listed on the Federal Motor Carrier Safety Administration Training Provider Registry, to obtain a CDL.

D. Employee acknowledges that the Payment is a debt that Employee will owe to the City under the following circumstances:

- 1) If Employee is separated from employment with the City (voluntarily or involuntarily) and fails probation, which is defined as at-will with no vested property right in their jobs and may be terminated at any time, without cause, and without right of appeal;
- 2) Employee does not satisfy all requirements of the training under the Training Provider and does not timely ("timely" as determined by the City) obtain the required CDL as a condition of employment; or
- 3) Employee leaves employment with the City (voluntarily or involuntarily) or otherwise fails to maintain a valid CDL as a condition of employment, within a two-year period commencing after the end of Employee's probation end date.

E. If Employee is required to otherwise reimburse and pay back the Payment to City under the foregoing conditions, Employee agrees to pay back the Payment owed to the City, as provided in this Agreement and based on the below Schedule.

### **NOW, THEREFORE, THE PARTIES BOTH AGREE AS FOLLOWS:**

1. **INCORPORATION OF RECITALS.** The above RECITALS are hereby acknowledged and confirmed as true and correct, and are incorporated herein and are to be construed as part of the binding provisions of this Agreement.

2. **REPAYMENT.** If Employee is required to otherwise reimburse and pay back the Payment to the City under the conditions set forth in this Agreement, Employee agrees to repay the Payment to the City by authorizing automatic payroll deductions from Employee's final paycheck, which may be modified according to the below schedule. Accordingly, Employee will complete and sign the attached Authorization (attached hereto as Exhibit A), and the City may withhold wages from Employee's final paycheck to satisfy any remaining amounts owed for reimbursement of the Payment, to the extent permissible by law.

3. **SCHEDULE**

- After one year (365 calendar days) of successfully passing probation, the amount of the Payment that Employee would otherwise be required to reimburse the City under the conditions of this Agreement will be reduced by 50%.
- After two years (730 calendar days) of successfully passing probation, the amount of the Payment that Employee would otherwise be required to reimburse the City under the conditions of this Agreement will be reduced by 100%.

4. **MUTUAL RELEASE.** City agrees not to institute litigation against Employee for the recovery of any debt explicitly referenced in this Agreement, provided that Employee complies with the terms of this Agreement and makes timely and required repayments. Employee, for themselves and their heirs, executors, administrators, assigns and successors, fully and forever releases, discharges, and covenants not to sue or otherwise institute or in any way actively participate in or voluntarily assist in the prosecution of any legal or administrative proceedings against the City with respect to any matter arising out of, connected with or related in any way to the Payment set forth in this Agreement.

5. **VOLUNTARY AND KNOWING.** Employee acknowledges that he/she has read and understands this Agreement, and that Employee affixes his/her signature knowingly, voluntarily, and without coercion. Employee also acknowledges that he/she has had the opportunity to receive independent legal advice regarding this Agreement and fully understands that he/she is voluntarily and knowingly entering into this Agreement without coercion.

6. **ENTIRE INTEGRATED AGREEMENT.** The Parties acknowledge that this Agreement constitutes the sole and fully integrated agreement in this matter, that it supersedes any prior oral or written agreements, and that any modifications may only be implemented by a writing signed by the Parties to this Agreement.

7. **SEVERABILITY.** If any provision of this Agreement is found to be unenforceable, then the remaining provisions shall remain valid and enforceable.



