

**MEMORANDUM OF UNDERSTANDING**  
**by and between the**  
**City of Sammamish, Washington**  
**and the**  
**Washington State Council of County and City Employees, AFSCME Local 1425**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Sammamish (the "City") and the Washington State Council of County and City Employees AFSCME Local 1425 (the "Union") (collectively, the "Parties"), regarding Commercial Driver's License training and associated pay.

I. Background

- A. The Parties have executed a collective bargaining agreement ("CBA"), valid until December 31, 2023, or until a successor agreement is ratified and approved.
- B. Currently, the Public Works and Parks & Recreation Lead Maintenance Worker and Maintenance Worker II positions require a Class B CDL instead of a Class A CDL.
- C. The City owns a combination of equipment that requires a Class A CDL to legally drive the truck/trailer/load combination.
- D. Historically, the City has provided the option for both Maintenance Worker positions to upgrade from the required Class B CDL to a Class A CDL, covering the extra expense, and subsequently utilizing these employees possessing a Class A CDL for relevant tasks that require a Class A CDL.
- E. The Parties dispute whether employees who utilized their Class A CDL when not required in their job description have wage claims or whether the issue has been waived based on past practice, and the Parties have reached this MOU in order to resolve this dispute.

II. Terms and Conditions

In consideration of the terms and conditions set forth herein and the mutual benefits to be derived, the Parties agree as follows:

- A. The Employer will offer a one-time lump sum premium payment equal to 7% of eligible M&O Maintenance Worker employees' current salaries in year 2024.
- B. The Employer and the Union have determined that only the following M&O Maintenance Worker employees are eligible for this one-time lump sum premium payment:
  - 1. Marc Baker
  - 2. Benjamin Barnhart
  - 3. Clinton Charles
  - 4. Jacob Holden

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5. Joel King
6. Kyler Krieg
7. Cody LaSarge
8. Andrew Sheridan
9. Nelson Stewart

10. Kirk Welch
11. Shawn Stucker
12. Nelson Turtle, Jr.
13. Charles Mulberg

- C. Going forward, M&O Maintenance Workers who currently hold a Class B CDL (as of January 1, 2024) may, at their Supervisor's discretion and approval, upgrade from a Class B CDL to a Class A CDL. However, voluntarily upgrading their CDL will not make them eligible for the 7% one-time lump sum payment. Additionally, current Class B CDL holders will not be required to upgrade their Class B CDL to a Class A CDL per the amended job descriptions referenced in subsection II.D below and are in effect "grandfathered in."
- D. The Employer will amend the Lead Maintenance Worker and Maintenance Worker II job descriptions to require a Class A CDL upon the effective date of this MOU.
- E. This is the entire agreement between the parties regarding Commercial Driver's License training and associated pay. Any prior understandings, written or oral, Commercial Driver's License training and associated pay are deemed merged with its provisions. This MOU may be amended only in writing with the express consent of the Parties. The MOU becomes effective on the date of the last party to sign this MOU.
- F. Except as expressly set forth herein, the underlying CBA shall remain in full force and effect.


For the Union:



Roger Moller  
Staff Representative WSCCCE

Dated: 2/27/2024

For the City:



Scott MacColl  
City Manager

Dated: 2/27/24



Darci Donovan  
President AFCME Local 1425

Dated: 2/28/2024