

Public Works Committee

Wednesday, February 5, 2025

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	TITLE
C/PW/B/R	G/24	<p>RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU) TO PROVIDE AN ENTRY LEVEL DRIVER TRAINING PROGRAM - HIGHWAY DEPARTMENT</p> <p>Motion Made By: Seconded By: Moved:</p> <p>Notes:</p>

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements

Committee

Date February 11, 2025

Resolution No. G/24

**RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH UNITED PUBLIC SERVICE
EMPLOYEES UNION (UPSEU) TO PROVIDE AN ENTRY LEVEL DRIVER TRAINING
PROGRAM - HIGHWAY DEPARTMENT**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, New York State's commercial driver's license ("CDL") training requirements changed on February 7, 2022; and

WHEREAS, The training requirement applies to anyone applying for a CDL for the first time, including those applying for a Class B or Class A CDL; and

WHEREAS, Changes were made to align New York State with a Federal standard for training entry-level commercial motor vehicle drivers; and

WHEREAS, New CDL applicants must complete Entry Level Driver Training ("ELDT") from a provider listed on the Federal Motor Carrier Safety Administration's ("FMCSA") Training Provider Registry; and

WHEREAS, ELDT programs require the payment of a tuition fee and approximately three (3) weeks of in-person training; and

WHEREAS, Currently, the tuition fee for a Class B CDL is three thousand six hundred dollars and zero cents (\$3,600.00) and the tuition fee for a Class A CDL is five thousand one hundred and twenty-five dollars and zero cents (\$5,125.00); and

WHEREAS, With the exception of the position of Highway Maintenance Worker, all other positions in the Highway Department require, as a minimum, the possession of a valid Class B CDL; and

WHEREAS, Tuition assistance of up to four thousand dollars and zero cents (\$4,000.00) is available for a qualifying trainee through grants administered by the Rensselaer County Department of Employment and Training; and

WHEREAS, Employees approved for the ELDT program will be paid their hourly rate for attending the required in-person training; and

WHEREAS, With the availability of tuition grants, it is anticipated that there will be no fiscal impact to the 2025 Rensselaer County Adopted Budget for the Highway Department; and

WHEREAS, The County of Rensselaer and the United Public Service Employees Union ("UPSEU") have engaged in negotiations and arrived at a Memorandum of Agreement to provide an ELDT Program to eligible Highway Department employees; and

WHEREAS, The Memorandum of Agreement is subject to the approval of the Rensselaer County Executive and ratification by the Rensselaer County Legislature; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby approves and ratifies the Memorandum of Agreement and authorizes the Rensselaer County Executive, or his designee, to sign a collective bargaining agreement or amendment thereto with UPSEU which incorporates the terms and conditions of the Memorandum of Agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

February 11, 2025

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

MEMORANDUM OF AGREEMENT

By and between

Rensselaer County

and

United Public Service Employees Union

WHEREAS, the County of Rensselaer further known as (“COUNTY”) and United Public Service Employees Union further known as (“UPSEU”) are signatories to a Collective Bargaining Agreement further known as (“CBA”) which expires on December 31, 2026; and

WHEREAS, the County and UPSEU have negotiated in good faith to implement the “Entry Level Driver Training Program (“ELDT Program”)), to help employees assigned to the Highway Department (referred to herein as the “Employees”) obtain a CDL License; and

WHEREAS, the parties hereto agree that the current CBA and all its terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified; and

WHEREAS, this Memorandum of Agreement (“Agreement”) entered into by and between Rensselaer County (“County”) and the United Public Service Employees Union (“UPSEU”) is for the purpose of establishing the ELDT Program and the ELDT Program Repayment Agreement (the ELDT Program Repayment Agreement shall be referred to herein as the “ELDT Repayment Agreement”) for eligible employees in the Highway Department; and

WHEREAS, the ELDT Program allows employees who do not yet have a CDL to receive ELDT training from a certified CDL training school, designated by the County; and

WHEREAS, the Parties agree that should any provision of this Agreement be determined by a court of competent jurisdiction not to be enforceable in the manner set forth in this Agreement, the remainder of the Agreement shall nonetheless remain binding and enforceable, and the unenforceable provision(s) shall be modified only so much as necessary to comply with applicable law; and

WHEREAS, This Agreement shall be governed by the law of the State of New York, without regard to the choice-of-law or conflicts-of-law principles of any jurisdiction; and

WHEREAS, No modification, amendment, or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any Party hereto unless made in writing and signed by such party or by a duly authorized officer or agent of such Party.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree to the following:

1. The parties will utilize the ELDT Repayment Agreement attached hereto as Attachment 1 whenever an eligible employee is selected by the County to participate in the ELDT Program.

2. The County will determine the needs of the Highway Department and which license, class A or B, the employee will be eligible for, in consultation with the employee and as relevant to the Employee's job duties. (Most Employees only need a Class B CDL to perform job duties, but in certain circumstances the County may require or prefer a Class A CDL).
3. The County and the employee will sign the ELDT Repayment Agreement prior to any employee's participation in the ELDT Program to document the terms and conditions of the County paying for an employee to obtain the training for a CDL License and to agree upon the employee's responsibilities related thereto.
4. The ELDT Program, any ELDT Repayment Agreement, and this Agreement are not subject to the grievance and arbitration provisions of the CBA.
5. The UPSEU has approved the ELDT Repayment Agreement attached hereto as Attachment 1 and therefore it is not required to sign each ELDT Repayment Agreement. Only the Employer and the Employee will sign the individual ELDT Repayment Agreements.
6. The benefit set forth in this Agreement may be extended to individuals who are covered by the bargaining unit but are not members of the Union.

AND FOR THE UNITED PUBLIC SERVICE EMPLOYEES' UNION:

By: Michael P. Kutski
Michael Kutski, UPSEU LRR

1/10/2025
DATE

AND FOR THE COUNTY:

By: 
Erik Rabe, Director of Human Resources

01/09/2025
DATE

Attachment 1

ELDT Program Repayment Agreement

1. A CDL permit is to be obtained by the employee prior to enrolling in the ELDT Program (the employee will pay for the permit fee and obtain permit on their own).
2. The County will pay for the instructional classes for the employee to obtain the training for a CDL License.
3. The Employee understands and agrees to a three (3) year service obligation once the employee receives a CDL license in exchange for the County's payment of the training course.
4. The Employee acknowledges and understands that the County will seek to recoup repayment funds from the Employee if the Employee fails to complete the three (3) year service obligation.
5. The CDL class/ELDT course will be arranged, scheduled, and paid for by the County. No funds will be directly or indirectly provided to Employees.
6. The Employee enrolled in training will only receive their regular pay of forty (40) hours per week for attending the training class (only time attending the actual training course will be paid for by the County, not any additional study time or extra time the Employee may choose to spend on their own). Online programs may be covered if an online program is authorized by the County.
7. An Employee will not be provided this benefit unless and until the Employee signs and dates this Agreement.
8. If Employee voluntarily separates from employment from the County or otherwise leaves the position for which the CDL is required within three (3) years form the date of the completion of the training and receipt of the CDL license, the Employee shall reimburse the County for the cost of the training as set forth below:

**TABLE 1
REPAYMENT SCHEDULE**

Length of Employment After Completing the Training	Reimbursement of Training Program Costs
Up to 1 year	100%
1 year up to 2 years	75%
2 years up 3 years	50%

9. If the County has paid for the training in whole or in part, and the Employee does not successfully complete the training, the Employee will be responsible to repay the County for the amount expended by the County immediately in the full amount paid by the County.
10. If the employee is unable to pass the road test, the employee will be responsible for the cost of taking a second road test, which may include more class time all within sixty (60) days. If the employee is still unable to pass the road test and stays employed with the County, the employee will have thirty-five (\$35.00) dollars deducted for their pay per pay period until the total of the class is paid back to the County. If the employee leaves employment for any reason, the employee obligated to follow number 11, 12, and 13 below.
11. *Repayment Due to Termination of Employment Based on Employee Misconduct.* If an Employee's employment with the Employer terminates due to misconduct by the Employee in violation of a policy before the Employee fulfills their three (3) year service obligation pursuant to the Agreement, the Employee is responsible for repayment of any monies that have been paid by the County at the time of termination in accordance with the repayment schedule listed in Table 1. This may be deducted in whole or in part form an Employee's final paycheck. Anything due remaining will be due within 30 days of termination.
12. *Repayment Forgiveness Due to Termination of Employment Based on Business Needs of the County.* The County agrees to forgive any repayment due under this Agreement where the County involuntarily terminates Employee's employment due to a reduction-in-force.
13. *Repayment Forgiveness Due to Extraordinary or Unavoidable Circumstances.* The County may also, in its sole discretion, forgive any repayment due under this Agreement under circumstances of an extraordinary or unavoidable nature. The Parties agree that the Employee's voluntary termination of his/her employment, or the County's termination of the Employee's employment for any reason other than those stated, are not conditions requiring forgiveness of any repayment due under this Agreement.
14. Nothing in this Agreement guarantees continued employment for any period of time.
15. Employee understands he/she has the right to discuss this Agreement with any individual or representative

before signing this Agreement, and that to the extent desired, acknowledges that Employee has availed himself/herself of this opportunity.

16. Employee further acknowledges that he/she has carefully read and fully understands the provisions of this Agreement, that he/she has had sufficient opportunity to consider this Agreement, and that he/she is

knowingly and voluntarily entering into it of his/her own free will without any duress or pressure from the County.

17. Employee also understands and acknowledges that this Agreement sets forth the full and entire understanding of the Parties about the matters set forth herein. Any other prior or existing understanding or agreements by the Parties, whether formal or informal, written or verbal, about any such matters, are superseded or terminated in their entirety.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND I VOLUNTARILY CHOOSE TO ACCEPT THE TERMS OF THIS AGREEMENT FOR THE PURPOSE OF RECEIVING THE BENEFIT DESCRIBED HEREIN.

FOR THE COUNTY:

Joseph Teliska, P.E., County Engineer
Rensselaer County, Department of Engineering and Highways

Date

EMPLOYEE:

Printed Name of Employee

Employee's Title

Signature of Employee

Date

Teliska, Joseph

From: Jamie Bernard <jbernard@cdlschool.com>
Sent: Thursday, August 22, 2024 4:20 PM
To: Teliska, Joseph
Subject: The CDL School Course Offerings

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Joe,

It was nice speaking with you today. Below you will find a recap of the programs we discussed today over the phone.

As a reminder, we are a Registered Training Provider and all of our programs meet the new Entry-Level Driver Training Requirements.

Reference: [FMCSA ELDT TPR Fact Sheet](#)

All theory (formerly called classroom) training will be delivered via live instruction on a virtual meeting.

ELDT Class B - \$3,600.00 - Manual Class B training**

- Theory ELDT training (10 days)
- 50 hours of manual 6-speed vehicle training (semi-private) for the CDL Skills Exam
- CDL B exam slot and truck provided for the skills test

Additional fee's not included, payable to other vendors:
Permit- \$22.50

10% corporate credit if you enroll 3 or more employees

Let me know when you are ready to get started! Please reach out to me at 518-427-8000 or respond to this email if you have any questions.

Thank you!

Jamie Bernard

Recruiting Manager

[Schedule A Meeting](#)

518.427.8000, Ext 201 Office

The CDL School / www.cdlschool.com

Troops Into Transportation / www.troops2transport.com

TransForce Group / www.transforcegroup.com

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Teliska, Joseph

From: Jamie Bernard <jbernard@cdlschool.com>
Sent: Tuesday, December 10, 2024 1:59 PM
To: Teliska, Joseph
Subject: The CDL School Course Offerings

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Joe,

It was nice speaking with you today. Below you will find a recap of the program we discussed today over the phone.

All theory (formerly called classroom) training will be delivered via live instruction on a virtual meeting.

A-Basic E* - \$4,995.00 - Automatic Class A training**

This program is not recommended for new drivers without prior commercial driving experience.

- Theory ELDT training (10 days)
- 60 hours of vehicle training (semi-private) for the CDL Skills Exam
- CDL A exam slot and truck provided for the skills test
- *E* As of June 2015 testing in an automatic will cause you to have the E restriction "no manual transmission equipped CMV" this means you will only be able to drive automatic commercial vehicles*

Additional fee's not included, payable to other vendors:

Permit- \$22.50

DOT Physical - \$125.00

Let me know when you are ready to get started! Please reach out to me at 518-427-8000 or respond to this email if you have any questions.

Thank you!

Jamie Bernard

Admissions Manager

[Schedule A Meeting](#)

518.427.8000, Ext 201 Office

The CDL School / www.cdlschool.com

Troops Into Transportation / www.troops2transport.com

TransForce Group / www.transforcegroup.com

IMPORTANT: *This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent of the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and destroy the original message. Thank You*

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LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: PROVIDE AN ENTRY LEVEL DRIVER TRAINING PROGRAM

Requested by: HIGHWAY DEPARTMENT

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 0 current year
\$ 5,125 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____

a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

d) Tax levy impact for current year \$ 0 and ongoing \$ 5,125

e) Other (please explain) _____

3) Is this expense or program mandated? Yes _____ No x

4) Length of expense or project (one time only, ongoing, etc.): Ongoing

Justification for the appropriation/expenditure requested. Recent revisions in State regulations have dramatically increased the cost of obtaining a CDL in New York State. The Department would like to provide entry level driver training to eligible employees in the Highway Department. An individual’s possession of a CDL is essential to the day-to-day operations of the Highway Department.

Department Head:

 01-24-2025

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: PROVIDE AN ENTRY LEVEL DRIVER TRAINING PROGRAM

Requested by: HIGHWAY DEPARTMENT

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 0 current year
\$ 0 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0 and ongoing \$ _____
 - e) Other (please explain) _____
- 3) Is this expense or program mandated? Yes _____ No x
- 4) Length of expense or project (one time only, ongoing, etc.): One time only

Justification for the appropriation/expenditure requested. The Department would like to Purchase New Vehicles and Equipment to replace its Aging Fleet, as repairs are becoming costlier. The equipment is essential to day-to-day operation of the Highway Department.

Department Head:


