

ORDINANCE NO. 2746

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2023 GENERAL FUND BUDGET AND WATER AND SEWER FUND BUDGET TO APPROPRIATE FUNDS TO THE OPERATING BUDGET OF THE DEPARTMENT OF FIELD OPERATIONS AND THE OPERATING BUDGET OF THE DEPARTMENT OF WATER WORKS.

WHEREAS, the Department of Field Operations and Department of Water Works (the “**Departments**”) provide a number of services to the community that involve the use of vehicles which require operators with Commercial Driver’s Licenses (“**CDLs**“); and

WHEREAS, the Departments are presently experiencing staffing shortages, particularly in the area of staff who have CDLs; and

WHEREAS, the Departments wish to provide incentive bonuses to recruit and retain employees with CDLs; and

WHEREAS, there are insufficient funds available in the FY23 Field Operations Budget and Water and Sewer Fund Budget to cover the incentive and training costs, and accordingly, a budget amendment is required; and

WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. The City of Salisbury’s Fiscal Year 2023 General Fund Budget and Water Sewer Fund Budget be and is hereby amended as follows:

- (a) Increase the General Fund Current Year Surplus Account (01000-469810) by \$96,400.00;
- (b) Increase the Water Sewer Fund Current Year Surplus Account (60100-469810) by \$71,800.00;
- (c) Increase the Department of Field Operations Salaries-Bonus Account (30000-501014) by \$96,400.00; and
- (d) Increase the Department of Water Works Salaries-Bonus (83000-501014) by \$71,800.00.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

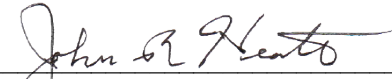
Section 5. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 24th day of October, 2022 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 14th day of November, 2022.

ATTEST:



Kimberly R. Nichols, City Clerk



John R. Heath, City Council President

Approved by me, this 6th day of December, 2022.



Jacob R. Day, Mayor

**CDL BONUS REIMBURSEMENT AGREEMENT
AND WAGE DEDUCTION AUTHORIZATION**

THIS CDL BONUS REIMBURSEMENT AGREEMENT (“Agreement”), made this ___ day of ____, 2022, by and between the City of Salisbury, Maryland, a municipal corporation of the State of Maryland (hereinafter referred to as the “City”), and _____ (hereinafter referred to as “Employee”).

W I T N E S S E T H:

WHEREAS, Employee has successfully completed the probationary period of employment with the Department of Field Operations (the “**Department**”); and

WHEREAS, the Department wishes to bestow upon Employee a one-time bonus (the “**CDL Bonus**”) as an incentive for Employee to remain employed by the Department for a least twenty-four (24) months; and

WHEREAS, Employee acknowledges that the City will incur substantial expense through its award of the CDL Bonus to qualifying employees; and

WHEREAS, Employee acknowledges that these expenses are expected to be recaptured through the Department employees’ ongoing employment with the City after the award of the CDL Bonus and the City will suffer a loss if an Employee’s employment is terminated with or without cause before the expiration of the time period as set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including the City’s employment of the Employee, the parties agree as follows:

1. Recitals. The above recitals are incorporated herein by reference as if fully set forth.
2. Twenty-Four (24) Month Employment Commitment. In consideration of the agreement by the City to award Employee a CDL Bonus in the amount and within the time period set forth on **Exhibit A** attached hereto and made a part hereof, said Employee agrees to accept and/or continue employment with the Department for a period of not less than twenty-four (24) months from the date of this Agreement. Any absence from work due to illness, non-duty related injury or other cause for a period of greater than ten (10) consecutive days shall be excluded from the period of continuous employment for which credit shall be given. Additionally, any absence from work due to illness, non-duty related injury or other cause for a period of greater than ten (10) consecutive days shall delay the CDL Bonus payment schedule for a commensurate time period. For example, if Employee is injured during the tenth (10th) month of employment and is placed on leave for three (3) months, the portion of the CDL Bonus payable after the twelfth (12th) month will be delayed an additional three (3) months, and paid on the fifteenth (15th) month of employment.
3. Reimbursement Obligation. In the event that, prior to the expiration of the twenty-four (24) month period mentioned above, Employee’s employment ceases due to any cause other than discontinuance of employment due to injury, illness or death resulting in Employee’s inability to perform the normal duties of the position held by Employee at the time of the commencement of such injury, illness or death, Employee shall reimburse the City for all portions of the CDL Bonus paid to Employee.

In the event Employee leaves the Department for another department within the City of Salisbury during the twenty-four (24) month period of continuous employment set forth in the above Paragraph 2,

Employee shall advise the department to which Employee is transferring (the “**New Department**”) of Employee’s receipt of the CDL Bonus and request repayment assistance from the New Department. The New Department and the Department shall negotiate in good faith for the repayment of the CDL Bonus by the New Department. Employee remains obligated to reimburse the Department for the CDL Bonus unless and until the New Department agrees in writing to reimburse the Department.

4. Terms of Repayment. In the event that Employee is required to reimburse the City, City shall withhold payment of vacation time, compensatory time, wages, and any other compensation. to apply toward the reimbursement obligation and Employee expressly authorizes the City to automatically withhold money from Employee’s final paycheck(s) to go toward the remaining amount owed to City under this Agreement. Complete repayment of the remaining reimbursement obligation shall be made within thirty (30) days of cessation of employment. After thirty (30) days, any unpaid balance shall accrue interest at the rate of one percent (1%) per month [annual rate equals twelve percent (12%)].

 (Employee must initial this section giving consent to the City to withhold money from Employee’s final paycheck(s), including but not limited to the withholding of vacation time, compensatory time, wages, and any other compensation as outlined above).

*Upon approval by the City, reimbursement in monthly installments of not less than one-twelfth (1/12) of the total reimbursement amount may be made within one (1) year of cessation of employment and installments are payable on or before the first day of each month, beginning on the first day of the month for the first full month following cessation of employment. Interest during said installment payment period shall accrue at the rate of one percent (1%) per month [annual rate equals twelve percent (12%)].

Employee agrees that in the event the City incurs legal fees or other costs of collection in an effort to collect any delinquent sums owed pursuant to this Agreement, Employee shall pay all such actual reasonable legal expenses incurred by the City in addition to the reimbursement obligation.

6. Right to independent legal advice. Employee understands that he/she has the right to have this agreement reviewed by his/her own attorney prior to signing.
7. Term. This Agreement shall remain in effect until the earliest of: (a) the expiration of the twenty-four (24) months of continuous employment, as per the terms of Paragraph 2, or (b) payment in full of the Employee’s reimbursement obligations under this agreement, or (c) Employee’s employment ceases due to injury, illness or death resulting in Employee’s inability to perform the normal duties of the position held by Employee.
8. Venue/Jurisdiction. The parties agree that any actions between the parties that arise in connection with this Agreement shall be brought in and vest jurisdiction and venue solely in the District or Circuit Court for Wicomico County, State of Maryland.
9. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Maryland, without regard to applicable conflicts of law principles.
10. Entire Agreement. This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by the Agreement in writing signed by both parties.
11. Severability. This Agreement shall be governed by the laws of the State of Maryland. Should any provision of this Agreement be found, held, or deemed to be unenforceable, invalid, voidable or void, as

contrary to law or public policy the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon them.

12. General Provisions. Neither this Agreement, nor any portion of it, shall be construed against either party because that party or that party's agent or attorney drafted it. To the extent implementation of this Agreement requires the taking of further actions or the execution of additional documents, the parties will take such further actions and/or execute such additional documents. This Agreement cannot be modified except through a document signed by all parties. This Agreement sets forth the entire agreement of the parties concerning its subject matter, and there are no other agreements, contracts, promises, pledges, representations, warranties, covenants, or understandings between the parties concerning this subject matter. This Agreement shall be governed by the laws of Maryland, except that Federal rights, claims and defenses shall be governed by the applicable Federal law. The parties for themselves and for their respective successors and permitted assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

WITNESS:

(SEAL)

Employee Signature

Employee Printed Name: _____

Date

Address

CITY OF SALISBURY

BY:

EXHIBIT A

CDL BONUS

The City, acting through the Department, will award the Employee an incentive bonus for obtaining a CDL Class (A or B) License as follows:

CLASS A	-	\$2,500.00
CLASS B	-	\$2,000.00

Employees are only eligible for one (1) bonus; the incentives cannot be combined. Fifty percent (50%) of the authorized CDL Bonus will be paid as of date of this Agreement. The remainder of the CDL Bonus will be paid upon successful completion of twelve (12) months of continuous employment, as per the terms of Paragraph 2 of the Agreement. The City of Salisbury will apply all required federal and state tax deductions, including but not limited to tax withholdings, and will report all payments identified above as required by federal and state law. The payments identified above will be reported as income on the Employee's Form W-2. The payments identified above are not considered "salary" and will not be included for purposes of retirement benefit calculations or salary increases



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Jana Potvin, Director of Field Operations
Cori Cameron, Director of Water Works
Subject: Budget Amendment-CDL Bonus Incentive
Date: September 27, 2022

Together the Departments of Field Operations and Water Works are requesting the approval of a budget amendment (\$96,400.00 and \$71,800.00, respectively) to fund a new commercial driver's license (CDL) bonus incentive program.

Given the changes made by the Federal Motor Carrier Safety Administration in February 2022 which impacted the city's ability to train staff in house and subsequent nationwide shortage of commercial drivers, the Department of Field Operations and Department of Water Works are experiencing difficulty in recruiting, training and retaining commercially licensed drivers. By offering a one-time incentive of \$2,000.00 for a CDL-B or \$2,500.00 for a CDL-A to qualified staff and new hires, we anticipate that our competitiveness will improve.

The attached agreement outlines the eligibility requirements and employment commitments for the bonuses. In addition to the bonuses, a portion of the requested funds (\$14,400 FO and \$22,800 WW) will be used to provide offsite training if needed.

Thank you for your consideration on this request.