

COMMERCIAL DRIVER’S LICENSE
REIMBURSEMENT AGREEMENT

This agreement is made and entered into this ____ day of _____, 2024, by and between the City of Ashland, a municipal corporation (“City”), on the one hand, and _____ (“Employee”), on the one hand. The City and Employee, each a “Party” are hereinafter collectively referred to as the “Parties.”

Recitals

WHEREAS, the City provides certain employees and applicants for employment training to obtain an Alabama Commercial Driver’s License (“CDL”) in order to perform essential functions of certain jobs;

WHEREAS, the Employee desires to obtain such training at the City’s cost and expense and will be unable to complete the Employee’s typical job duties during such time;

WHEREAS, the City is willing to permit the Employee to attend such training and pay the Employee a sum equivalent to his or her normal wages during such training, subject to certain conditions.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and obligations of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree and covenant as follows:

Terms and Conditions

1. **CDL Training.** Subject to the terms and conditions herein, the City agrees to provide pay for the Employee to attend a six (6) week CDL training program at Central Alabama Community College, the costs of one (1) written CDL examination, and one (1) road test for a CDL and further agrees to pay to Employee for attending the training program his or her normal wages or a sum equal thereto. The Parties acknowledge the CDL training program requires the Employee’s attendance four (4) days a week from 7:00 am to 4:30 pm, and the Employee agrees to successfully complete the training program and obtain a CDL with the endorsements required by the City within one hundred eighty (180) days of the first day of the training program. The sum paid to Employee as, or in lieu of, wages, including cost of benefits, and the costs and expenses paid by the City in connection with the training program, written examination, and road test are collectively referred to as the “Reimbursable Costs.”

a. **CDL Renewal.** After Employee obtains the CDL, he or she shall be responsible for the costs associated with maintaining the CDL while the Employee remains employed with the City.

b. Personnel Policies. The Employee shall at all times abide by all applicable provisions of the City's Personnel Policy and Procedures that are not inconsistent with this agreement.

2. Failure to Obtain CDL or Complete Training. Employee shall, at the City's request, immediately pay to or reimburse the City all Reimbursable Costs if the Employee fails to successfully complete the training program on the first attempt, fails to obtain the required CDL within one hundred eighty (180) days of the date on which the Employee's training program began, or leaves the employment of the City, whether by termination or resignation (other than a reduction in the City's workforce), without obtaining the CDL required by the City. The failure to obtain the CDL within 180-days after starting the training program and the failure to complete the training program may also result in termination if the position the Employee held prior to the start of the training program is filled after the Employee's training program begins. The City may, upon the written request of an Employee who successfully completed the training program, grant an extension of the 180-day period.

a. Re-Examination Attempts. If Employee fails to pass the initial CDL written or road examination(s), Employee shall be solely responsible the costs and expenses of retaking the exam(s).

3. Loss of CDL or City Employment. If, within three (3) years of the date on which the Employee obtains the required CDL, Employee leaves employment with the City, whether by resignation or termination (other than a reduction in the City's workforce) or suffers the loss or suspension of the CDL or any endorsement thereon, Employee shall, upon request of the City, immediately pay to or reimburse the City some or all of the Reimbursable Costs as set forth herein. The amount of reimbursement to which the City is entitled shall be based on the time at which the Employee suffers a loss or suspension of the CDL or ceases to be a City employee (a "Triggering Event"), as follows:

a. If a Triggering Event occurs less than one (1) year of the date on which the Employee obtains the CDL, the City shall be entitled to recover all Reimbursable Costs.

b. If a Triggering Event occurs more than one (1) year but less than two (2) years of the date on which the Employee obtains the CDL, the City shall be entitled to recover sixty-six percent (66%) of the Reimbursable Costs.

c. If a Triggering Event occurs more than two (2) but less than three (3) years of the date on which the Employee obtains the CDL, the City shall be entitled to recover thirty-three percent (33%) of the Reimbursable Costs.

4. Miscellaneous Expenses. Employee acknowledges and affirms he or she will be required to meet the physical qualifications for a CDL as established by the Federal Department of Transportation and that expenses incurred in connection with the same are the Employee's responsibility.

5. CDL Status. Employee shall notify his or her supervisor within twenty-four (24) hours of any change concerning the status of the Employee's CDL, including, but not limited to, the addition of restrictions, loss or addition of any endorsement, or loss, suspension, or expiration of the CDL.

6. Other Consequences of Loss or Suspension of CDL. In addition to the reimbursement obligations herein, Employee acknowledges and affirms the loss or suspension of the Employee's CDL, or any endorsement thereon, may result in adverse employment action, up to and including termination.

7. Employment, Alcohol, and Drug Testing Verification. Employee acknowledges the City must verify employment and drug and alcohol testing history with Employee's previous DOT-regulated employers for the past two (2) years, if any, and that Employee is required to provide written consent for such verification and the name, address, telephone, and fax number of each prior employer (within the past two (2) years) who is regulated by DOT. By executing this agreement, Employee agrees to provide to the City such information.

8. Withholding of Reimbursable Costs. The Employee hereby agrees the City may, in its discretion, recover Reimbursable Costs that become payable to the City under the terms of this agreement as debt due to the City and further authorizes the City to recover the same as a lump sum for the total amount owed by Employee by payroll deduction from any wages or monies due Employee.

9. At-will Employment. This agreement shall not affect the Employee's employment status as an at-will employee.

10. Further Assurances. Each Party to this agreement will execute all instruments and documents and take all necessary actions as may be reasonably required to effectuate the same.

11. Entire Agreement. The Parties acknowledge and affirm this agreement contains and sets forth the entire agreement between them as to its subject matter, and supersedes and replaces all prior and contemporaneous, written and oral agreements, understandings, and negotiations with respect to such subject matter.

12. Modification. This agreement may be modified by only a written contract executed by both Parties; provided, however, the City's shall be permitted to revise, modify, or change its personnel policies to address other sanctions for loss or suspension of a CDL, in which event, such revisions, modifications, or changes shall be binding upon Employee if such sanctions or consequences are more stringent than those herein. In no event shall such modifications deprive Employee of any due process right to which Employee may be entitled.

13. Construction of Terms. Each Party has reviewed this agreement and had the opportunity to review and revise the same. The rule of construction that ambiguities are to be

resolved in favor of the non-drafting Party shall not be employed in the interpretation of this Agreement.

14. Choice of Law & Severability. This agreement shall be governed by and construed under the laws of Alabama. If any portion, term, or provision of this agreement is held by a court of competent jurisdiction to be illegal or conflict with such law, the validity of the remaining portions, terms, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed as if this agreement did not conflict with such law and/or did not contain the portion, term, or provision held to be invalid.

15. Enforcement. An Employee who violates the terms of this agreement shall be liable for all expenses, costs, and attorneys' fees resulting from or made necessary by the bringing of any suit or other proceeding to enforce the performance of any of the terms, covenants, or conditions of this agreement or for damages for breach of the same.

16. Additional & Cumulative Remedies. The Parties to this agreement shall be entitled to all remedies available at law and equity in the event of a breach of this agreement. No failure to exercise, no course of dealing with respect to the exercise of, and no delay in exercising any right, power, or remedy of the City arising under this agreement or at law or equity will impair any such right, power, or remedy or operate as a waiver thereof. No single or partial exercise of any such right, power, or remedy will preclude any other or future exercise thereof or the exercise of any other right, power, or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law or equity.

17. Successors, Assignment. This agreement shall bind and inure to the benefit of the Parties' respective heirs, executors, administrators, successors and assigns; provided, however, that Employee cannot assign Employee's rights or obligations under this agreement.

18. Time is of the Essence. Time shall be of the essence as to the Employee's obligations contemplated by this agreement.

19. Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same.

WITNESS the following signature and seals as of the first day written above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Employee:

WITNESS

EMPLOYEE

Date: _____

By: _____

Supervisor/City:

WITNESS

SUPERVISOR/MAYOR

Date: _____

By: _____

FOR CITY/SUPERVISOR USE ONLY

Start Date of Employee's Training Program: _____

CDL Obtained: _____

Program Enrollment/Tuition Fees: _____

Examination Fees: _____

Wages Paid for Training: _____