



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. “Rock” Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael Scott Cohen  
City Clerk Allison K. Layton

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## AGENDA

M&CC Regular Public Meeting  
City Hall, 57 North Liberty St., Cumberland, MD

DATE: July 05, 2023

### OPEN SESSION – 6:15 PM

#### Pledge of Allegiance

#### Roll Call

#### Statement of Closed Meeting

#### Presentations

1. Presentation of awards given in recognition of employee career milestones

#### Approval of Minutes

1. Approval of the Closed, Work, and Regular Session Minutes of June 20, 2023

#### Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

#### New Business

##### (A) Charter Amendment Resolutions

1. Charter Amendment Resolution No. 152 (*1st reading*) - to repeal and re-enact with Amendments Section 13 of the Charter of the City of Cumberland pertaining to the compensation of the Mayor and City Council

##### (B) Ordinances

1. Ordinance 3963 (*1st reading*) - authorizing the transfer of 325 Independence Street to Jan Rivera for the purchase price of \$100

**(B) Orders (Consent Agenda)**

- [1.](#) Order No. 27,256 - authorizing the Chief of Police to enter into an agreement with the Maryland Highway Safety Office to receive grant funding in the amount of \$1,000 for officers to work pedestrian safety patrols during the months of September and October
- [2.](#) Order 27,257 - authorizing the Chief of Police to accept the FY24 Community Grant in the amount of \$30,800.00 which will be utilized to provide funding (personnel and program supplies) for officers to attend community events and conduct neighborhood foot and bike patrols
- [3.](#) Order 27,258 - authorizing the Chief of Police to accept the FY24 Warrant Apprehension & Absconding Grant in the amount of \$40,833 which will be utilized to purchase equipment and supplies to assist with reducing the number of open warrants, especially warrants for violent crimes
- [4.](#) Order 27,259 - authorizing the City Administrator to execute Change Order No. 1 with Belt Paving, Inc. for City Project "Avondale and Kentucky Ave. Paving Improvements" in order to use them as a sole source to perform additional work in the amount not-to-exceed \$35,197.87 for repairing Brentwood Street to proper standards
- [5.](#) Order 27,260 - accepting the bid from Belt Paving, Inc. for City Project 2023-07-PVG, for milling, patching, and paving of Centre, Mechanic, Polk, Hanover, Bedford Extended, and Market Streets in the estimated unit price of \$199,314.30
- [6.](#) Order 27, 261 - authorizing Change Order No. 1 to the South Street ADA Improvements Contract (City Project 19-21-M) with an increase of \$2,274.49, bringing the total contract price to an amount not to exceed \$223,310.49
- [7.](#) Order 27,262 - amending Order 26,961 dated February 15, 2022 by increasing the ARPA funding allocation of \$45,001 to Community Development Property Improvement and decreasing the ARPA funding allocation of \$45,011 to Janes Place for Abused Children
- [8.](#) Order 27,263 - authorizing the amendment and execution of a service agreement with Turnbull Hoover & Kahl, P.A., for audit services for Fiscal Years 2023, 2024, 2025 and 2026 in the amount not to exceed \$514,069
- [9.](#) Order 27,264 - accepting the change in name for the AFSCME Maryland Public Employees Council 67 to hereinafter being known as AFSCME Maryland Council 3
- [10.](#) Order 27,265 - rescinding Order 26,859 dated August 17, 2021 and adopting a revised Family and Medical Leave Policy to replace the previous policy adopted on August 17, 2021
- [11.](#) Order 27,266 - rescinding Order 26,861 dated August 17, 2021 and adopting a revised Workers' Compensation Policy to replace the previous policy adopted on August 17, 2021
- [12.](#) Order 27,267 - adopting an Extended Leave/Leave of Absence Policy
- [13.](#) Order 27,268 - rescinding Order 22,333 dated May 16, 1995 and adopting a revised Modified Duty Policy to replace the previous policy adopted on May 16, 1995

- [14.](#) Order 27,269 - rescinding Order 26,489 dated August 6, 2019 and adopting a revised Handbook for Full-Time Non-Union Employees to replace the previous handbook adopted on August 6, 2019
- [15.](#) Order 27,270 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap

**Public Comments**

All public comments are limited to 5 minutes per person

**Adjournment**

**File Attachments for Item:**

1. Approval of the Closed, Work, and Regular Session Minutes of June 20, 2023



# Mayor and City Council of Cumberland

## Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

2<sup>nd</sup> Floor Conference Room

Tuesday, June 20, 2023; 4:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(3) of the General Provisions Article of the Annotated Code of Maryland to discuss the potential acquisition of a property within the City.

**MOTION:** Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

**PRESENT:** Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini.

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Matt Miller, CEDC Executive Director; Stu Czapski, Economic Development Specialist



# Mayor and City Council of Cumberland

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## MINUTES

M&CC Public Meeting  
City Hall, Cumberland, MD

DATE: June 20, 2023

### **I. OPEN SESSION – 6:15 p.m.**

### **II. Pledge of Allegiance**

### **III. Roll Call**

#### **PRESENT:**

Council Member Richard J. "Rock" Cioni  
Council Member Eugene T. Frazier  
Council Member James L. Furstenberg  
Council Member Laurie P. Marchini  
President Raymond M. Morriss

**Also Present:** Jeffrey D. Silka, City Administrator; Allison K. Layton, City Clerk; Ruth Davis-Rogers, Historic Planning & Preservation

### **IV. Statement of Closed Meeting**

Mayor Morriss announced that a closed session had been held on June 20, 2023 at 4:00 p.m. and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

### **V. Presentations**

#### **1. Presentation of Employee Retirement Awards**

The Mayor presented the Retirement Awards and spoke a few words about each employee. Jerry Felton, 14 years of service, and Richard Schade, 42 years of service, both of the City's Water Distribution Department.

#### **2. Presentation from the Skate Park Committee**

Stephanie Hutter-Thompson, representative of the committee, spoke about the group being restructured and said they are pretty much together now. She provided a PowerPoint presentation, which she said was available to anyone that's interested. Ms. Hutter-Thompson stated that there is a diverse group of 20 people now on the committee. She said lots of people are interested in this – skaters and former skaters, and said they want to pass their skills on, but have no space to do it.

Ms. Thompson gave many reasons to have a skate park, citing adverse child experiences like drug addition, disease, and obesity. She said skate parks are the 4<sup>th</sup> most used places in communities, and the 3<sup>rd</sup> least expensive sport. She added that diverse groups feel accepted amongst the skate community.

Greg Kerr, a member of the committee, said at the beginning, cost was prohibitive and questioned why it was so expensive. He stated that he found a supplier on the east coast who is able to get the cost down to \$35/square foot, and said lower engineering costs are only \$2500, with an all-inclusive price of around \$375K. Mr. Kerr advised that this makes it 20-25% less expensive.

Mayor Morriss thanked Ms. Hutter-Thompson and Mr. Kerr for all their time and effort in this undertaking, and agreed that it's important for kids to have a social network where they feel safe and comfortable.

3. Presentation of the proposed FY24 Community Legacy Program grant submission and project list

Ms. Davis-Rogers provided a PowerPoint presentation and spoke about the program grant submission and project list. She advised that this is the annual round of Community Legacy, but said it's now being called State Revitalization Programs. She stated that the City can apply because it is a sustainable community. She said the amount of funding varies every year, with this year's being \$12.5M. She stated that they are requesting \$600K for 4 projects:

- \$100K in conjunction with the Allegany Arts Council for artwork for Gateway Plaza.
- \$400K to fund 20 Choose Cumberland relocation packages, up to \$20K each
- \$400K for a Mid-town façade renovation grants, with a dollar-for-dollar match
- \$100K for the Roof Replacement Program, which will fund 6-10 roofs in the City

Ms. Davis-Rogers reminded M&CC that these are just requests, and funding is not guaranteed. She said they need M&CC's approval to proceed, and advised that applications are due by June 29<sup>th</sup>. She said there will not be an award announcement until Fall/Winter 2023.

## VI. Director's Reports

**Motion** to accept the reports was made by Council Member Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

### (A) Administrative Services

Administrative Services monthly report for May 2023

### (B) Public Works

Maintenance Division monthly report for May 2023

**(C) Fire**

Fire Department monthly report for May, 2023

**(D) Police**

Police Department monthly report for May 2023

**(E) Utilities - Flood, Water, Sewer**

Utilities Division Flood/Water/Sewer monthly report for May 2023

**VII. Approval of Minutes**

**Motion** to accept the minutes was made by Council Member Marchini, seconded by Council Member Frazier, and was passed on a vote of 5-0.

Approval of the Closed, Work, and Regular Session Minutes of June 6, 2023

**VIII. Public Comments**

Dave Williams, Allegany County Historical Society, spoke on behalf of the Canada Hose House and the recent firehouse auction in which his organization prevailed. He provided a proposed development plan for the property, and gave thanks to M&CC for conducting the auction. He stated that the society had been looking for a place to stage simpler presentations, as most of their events are very large and time-consuming. He discussed having archaeology on the 2<sup>nd</sup> floor, with the bottom floor space intended as a multi-use space for the neighborhood, and said they want the firehouse to be an asset to the community, as it was in its history. He added that they have sent out their investment/development plan, and said anyone who provides funding will be listed on a plaque.

Mayor Morriss thanked Mr. Williams for his presentation and said he believes they have some tremendous plans for the firehouse.

All public comments are limited to 5 minutes per person

**IX. Unfinished Business**

**(A) Ordinances**

**Ordinance 3960** (*2nd and 3rd readings*) - authorizing the amendment of Sections 16-1 through 16-6 of the Code of the City of Cumberland for the purpose of updating pay grades.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the reading and move to the third after comment was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

Mayor Morriss opened the floor for comments or questions. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its second reading and was passed on a vote of 5-0.

**Ordinance 3961** (*2nd and 3rd readings*) - authorizing the transfer of 332 N. Mechanic Street and 400 N. Mechanic Street to the Allegany County Historical Society for the purchase price of \$156,000.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the reading and move to the third after comment was made by Council Member Cioni, seconded by Council Member Marchini, and was passed on a vote of 5-0.

Mayor Morriss opened the floor for comments or questions. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its second reading and was passed on a vote of 5-0.

**Ordinance 3962** (*2nd and 3rd readings*) - authorizing the transfer of 411 Frederick Street to Sarit Lisgorsky for the purchase price of \$94,000.

**SECOND READING:** The ordinance was submitted in title only for its second reading. **Motion** to accept the reading and move to the third after comment was made by Council Member Cioni, seconded by Council Member Frazier, and was passed on a vote of 5-0.

Mayor Morriss opened the floor for comments or questions. Being none, the ordinance moved to its third reading.

**THIRD READING:** The ordinance was submitted in title only for its second reading and was passed on a vote of 5-0.

## **X. New Business**

### **(A) Resolutions**

1. **Resolution R2023-02** (*1 Reading Only*)- approving an application to the MD Department of Housing and Community Development for Community Legacy 2024 Projects totaling up to \$600,000.

**READING:** The resolution was submitted in title only for its reading. **Motion** to accept the resolution was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 5-0.

### **(B) Orders (Consent Agenda)**

Mr. Silka reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. **Motion** to approve Orders 27,251 and 27,253 through 27,255 was made by Council Member Cioni, seconded by Council Member Frazier, and was passed on a vote of 5-0. Motion to approve Order 27,252 only was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 4-0, with Council Member Marchini abstaining from the vote.

**Order 27,251** - authorizing the execution of an agreement with Tyler Technologies to provide time, attendance and advanced scheduling software, time clocks and related implementation services for a one-year period in the not-to-exceed amount of \$83,810

Mr. Silka advised that this will standardize all time-keeping in all departments and reduce the workload of HR and administrative staff.

**Order 27,252** - accepting the proposal from CBIZ Insurance Services for the renewal of the Public Officials Liability Insurance policy for a one-year term beginning July 1, 2023 in the amount not-to-exceed \$27,300.

**Order 27,253** - declaring retired picnic tables at Constitution Park to be surplus for sale, giveaway or disposal.

**Order 27,254** - authorizing the renewal of the MuniLink Utility Billing System hosting and support for a one-year term beginning July 1, 2023 in the amount not-to-exceed \$43,188.

**Order 27,255** - authorizing execution of a grant agreement with MD Department of Housing and Community Development regarding DHCD's provision of \$25,000 in grant funds to the City to support marketing and advertising efforts in conjunction with the Cumberland Main Street Revitalization Project, and further authorizing the City's acceptance of the funds.

## **XI. Public Comments**

**Dwight Metcalf, Keyser, WV**, and co-workers, representing Tall Cedars of Lebanon body of Freemasons in Allegany County, with their charity in the community is working towards a cure for neuromuscular disorders. He stated that they do fundraisers with monies going towards the foundation in support of the charity. He presented M&CC with a memento of some blue bird houses for City parks, and instructed how they should be placed (5' off the ground; solitary; southern exposure).

Mayor Morriss accepted the birdhouses and thanked Mr. Metcalf, and said they will be given to the Parks and Rec department for them to install them in City parks.

*All public comments are limited to 5 minutes per person*

## **XII. Adjournment**

With no further business at hand, the meeting adjourned at 7:23 p.m.

Minutes approved on \_\_\_\_\_

Raymond M. Morriss, Mayor \_\_\_\_\_

ATTEST: Allison K. Layton \_\_\_\_\_



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City Clerk Allison K. Layton

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## Mayor and City Council of Cumberland

### WORK SESSION

City Hall 2<sup>nd</sup> Floor Conference Room  
57 N. Liberty Street  
Cumberland, MD 21502

Tuesday, June 20, 2023, 5:00 p.m.

**PRESENT:** Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier, Jimmy Furstenberg, Laurie Marchini.

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Ken Tressler, Director of Administrative Services; Ruth Davis-Rogers, Historic Planner/Preservation; Shannon Adams, Fire Chief

**Media:** Teresa McMinn, Cumberland Times-News  
Kathy Cornwell, WCBC Radio

### I. CEDC UPDATES

Mr. Miller provided updates on CEDC events and day-to-day issues. He advised about an upcoming event with the MEDA organization on October 18th, and said they have been assisting reps from MEDA to bring young members to visit Cumberland. He said that this is a good opportunity to discuss economic development initiatives in Cumberland.

Mr. Czapski provided an update about Hunter Douglas closing and the rapid response effort. He advised that two events were coordinated, and said the CEDC's presence alone speaks volumes. He stated that the first event was on April 18<sup>th</sup>, with over 335 of the 360 dislocated HD workers attending. He stated that he networked with attendees as they walked around. Mr. Czapski advised that the second event was on May 11<sup>th</sup>, which was a resource fair, and had 267 attendees. He stated that employers and resource organizations attended, and said he got lots of information networking.

There was discussion about what the HD employees are doing now, and if they are being absorbed somewhere. Mr. Czapski advised that their severance package was very generous, and said there were a number of employees that stated the severance they received would take them to

retirement age. He added that the employees that attended are the type employers want to have. He added that HD will shut down on July 28<sup>th</sup>, with a number of employees remaining through the end of the year to shutter operations. He further stated that the HD site, although out of the City limits, is ideal – lots of square footage, nice facility.

Mr. Miller advised that the CEDC staff had been invited to participate in a roundtable event regarding Maryland's economy at the Comptroller's office. He stated that reps from both the private and public sector were present to answer questions and provide feedback. He said the event was at FSU and was well-attended and provided a valuable opportunity to speak with key staff. He added there was good diversity, a good mix of people bringing different perspectives.

Mr. Miller stated that they visited Frederick's Economic Development department and discussed projects, received valuable information on best practices, etc. He said the feedback was valuable and said they had similar overall goals. Mr. Miller also stated that they gained contact with other entities that can maybe relocate to this area, and said he would like to do more of this with other jurisdictions.

Mr. Czapski provided an update on the Downtown Investment Program, and said Phase I is underway, with Phase II getting off to a good start with one draw so far. He stated that Phase III has five businesses of interest so far. Mr. Czapski discussed properties that were affected by Phase I and II, and said businesses are securing contracts and turning checks around in a day or two.

Mr. Miller advised that the CEDC staff had a kick-off meeting with the Lakota Group about how historic preservation has affected things. Mayor Morris stated that it's good to hear that the CEDC and Historic Preservation are working together.

Mr. Miller also advised that he has been involved in the economic restructuring committee, with several private sector people involved. He said that taxes and the redesign's future has been under discussion. He stated that as construction ends, they will have an asset at the end. He said the committee has a good group of people on it – zoning and business types needed within this district, and gave kudos to Melinda Kelleher.

## **I. REVIEW OF UPDATED PERSONNEL POLICIES**

Mr. Tressler spoke about the updated policies and provided handouts. He said these are not up for approval today, but are just for review. He provided a summary and said some minor changes were implemented but for the most part it was just more detail being added.

*FMLA (last update August 2021):* FMLA is required after 5 consecutive days of missed work – increased from 3 days. Better definitions given regarding federal law, work week, serious health conditions, laws that affect spouses both employed by the City, and updated procedures.

*Workers' Comp Policy (last update August 2021):* HR will be custodian of medical info. Employees have a choice of how to treat unused vacation regarding compensable injuries. Vacation and sick time will not accrue after the 12-week FMLA period.



Extended Leave Policy (not previously adopted by M&CC): Required when employee has exhausted FMLA but wants to remain an employee – paid or unpaid. Extension of one year max from initial absence – automatic for compensable injuries until they reach max medical improvement. Vacation and sick time do not accrue.

Modified Duty (previous version – 1995): Major changes since previous version. Non-compensable injuries/illnesses qualify. Max period of 90 days. Establishes criteria for assigning modified duty, and intended for employees that expect to return to full duty. Sufficient enough work to warrant assignment – we are not creating work to create work. City Admin. has final approval. Preference given to employees injured at work.

Mr. Tressler advised that this will go on the next regular council meeting agenda for approval.

### **III. AGENDA REVIEW – JUNE 20, 2023**

Ruth Davis-Rogers advised that she had met with 3 members of the MD Historical Trust, and reviewed the Community Legacy presentation for tonight's regular meeting; she said more detail would be provided then. She added that now it's called the Revitalization Program, and went over the four projects up for funding – Baltimore St. Gateway; Roof Replacement; Façade Program, and Choose Cumberland Relocation Package. She advised that in order to market the program, they are looking at several other cities that have portions of their websites devoted to it.

Mr. Silka advised that the orders for tonight are all housekeeping or renewing service agreements. They discussed the retirement presentation, as well as the Skate Park Committee presentation.

### **IIIV. MAYOR AND CITY COUNCIL UPDATES**

Council Member Furstenberg advised that he went to see the tunnels under the Episcopal Church. He stated that people still need to stay on top of the grass growing – some areas at 4" high. He said it seems like certain neighborhoods just stop caring, then others follow suit.

Council Member Frazier talked about the recent Levitt AMP Music Series concert at Canal Place on Thursday that everyone enjoyed. He said the Juneteenth March was a great event and mentioned the Pine Avenue dedication for Jean Etta Beckward, who he stated was someone who cared and was a big influence in kids' lives.

Council Member Marchini spoke about the past weekend as well, agreeing that Juneteenth was a big success. She advised that June 27<sup>th</sup> is the virtual Town Hall meeting about the downtown construction. She added that the next Friday After Five is July 7<sup>th</sup> outside of Mezzo's. She also mentioned the Police Camp graduation last week and said the helicopter was brought in, which was something special for the kids.

Council Member Cioni talked about the Levitt AMP Music Series concert featuring Incendio coming up this Thursday at Canal Place. He stated that Friends of the Park group is putting together a mission statement, and said they had their first meeting last week. He said the park was hopping with lots of enthusiasm and excitement.

Mayor Morriss mentioned the Allegany Arts Council Plein Air event, and said it was well-attended. He discussed the nice reveal at the Shrine Club and the Quick Draw event on Saturday.

The Mayor also talked about the annual Jaycees Wing-Off and said it was wonderful. He mentioned Council Member Furstenberg participating in the wing eating contest.

He discussed the Pine Avenue playground dedication and said it was good to see the grown-ups there that had played on that playground as children. He added that Ms. Jean Etta Beckward was a wonderful role model to the kids in the neighborhood.

**V. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 5:36 p.m.

Respectfully Submitted,

Allison K. Layton  
City Clerk

Minutes approved on: \_\_\_\_\_

**File Attachments for Item:**

. Charter Amendment Resolution No. 152 (*1st reading*) - to repeal and re-enact with Amendments  
Section 13 of the Charter of the City of Cumberland pertaining to the compensation of the Mayor and  
City Council

## **CHARTER AMENDMENT RESOLUTION NO. 152**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY CONTAINED IN ARTICLE 11-E OF THE CONSTITUTION OF THE STATE OF MARYLAND AND SECTION 4-304 OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND ENTITLED "A RESOLUTION TO REPEAL AND RE-ENACT WITH AMENDMENTS SECTION 13 OF THE CHARTER OF THE CITY PERTAINING TO THE COMPENSATION OF THE MAYOR AND CITY COUNCIL."

WHEREAS, Section 13 of the City Charter pertains to compensation for the Mayor and City Council;

WHEREAS, the said section of the City Charter has not been altered since the passage of Charter Resolution No. 73, passed August 9, 1978;

WHEREAS, the current rate of compensation for the Mayor is \$7,200.00 per year and it is \$4,800 for members of the City Council;

WHEREAS, this rate of compensation has not been changed since July 1, 1981, roughly forty-two years ago; and

WHEREAS, an increase in the aforesaid compensation is long overdue.

NOW, THEREFORE:

SECTION 1: BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 13 of the City Charter is repealed and re-enacted to read as follows:

### **Section 13. Compensation of mayor and councilmen.**

Effective July 1, 2023, the Mayor shall be compensated at the rate of Fifteen Thousand Dollars (\$15,000.00) for each fiscal year, and City Councilpersons shall be compensated at the rate of Ten Thousand Dollars (\$10,000.00) for each fiscal year. Said compensation shall be adjusted for each cost-of-living adjustment and other changes in annual compensation given to civil service employees generally, without regard to whether the changes are temporary or permanent.

SECTION 2: AND BE IT FURTHER RESOLVED, that a public hearing on this Charter Amendment Resolution shall be held on the \_\_\_\_ day of \_\_\_\_\_, 2023. Notice of the public hearing identified hereinbefore was provided by publication in the Cumberland Times-News on the \_\_\_\_ day of \_\_\_\_\_, 2023, the said date being at least twenty-one (21) days prior to the date of the hearing, and by posting on the North Centre Street entrance of City Hall, Cumberland, Maryland, the date of the public hearing. The City Clerk is hereby specifically directed to carry out the provisions of this Section.

SECTION 3: AND BE IT FURTHER RESOLVED, that the date of the passage of this Resolution is \_\_\_\_\_, 2023, and the amendment of the Charter of the City of Cumberland hereby enacted shall become effective on the \_\_\_\_ day of \_\_\_\_\_, 2023 unless a proper petition for a referendum hereon shall be filed on or before the 40<sup>th</sup> day after the date of the passage of this Resolution, as provided by Section 4-304 of the Local Government Article of the Annotated Code of Maryland. A complete and exact copy of this Resolution shall be continuously posted on the North Centre Street entrance of City Hall, Cumberland, Maryland, until \_\_\_\_\_, 2023, and the title of this Resolution and a fair summary of its terms shall be published in the Cumberland Times-News no less than four times, at weekly intervals, before the aforesaid date.

SECTION 4: AND BE IT FURTHER RESOLVED, that the City Clerk is hereby specifically directed to carry out the provisions of Section 3 hereof and to cause to be affixed to this Resolution a certificate of the publication in the Cumberland Times-News, and the Mayor, if there is no petition for referendum, shall declare the Charter Amendment made to be effective on the 50<sup>th</sup> day after this Resolution is effective date herein provided for, which is \_\_\_\_\_, 2023, by affixing his signature hereto in the space provided below the effective date hereof.

SECTION 5: AND BE IT FURTHER RESOLVED, that if a proper petition for referendum on the Charter Amendment herein proposed is filed, the Mayor and other proper officials of the City of Cumberland shall comply with applicable law, including, but not limited to, Subtitle 3 of Title 4 of the aforesaid Local Government Article.

SECTION 6: AND BE IT FURTHER RESOLVED, no later than ten (10) days after the Charter Amendment effected by this Resolution becomes effective, either as herein provided or following a referendum, the City Clerk shall mail a copy of this

Resolution to the Department of Legislative Services of Maryland, said mailing to include a complete certified copy of the text of this Resolution, the date of the referendum, if any is held, a certificate showing the number of Councilpersons voting for and against it, and a report on the votes cast for or against the amendments hereby enacted at any referendum hereon, and the effective date of the Charter Amendment.

THIS RESOLUTION PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Raymond M. Morris, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

The Charter Amendment enacted by the foregoing Resolution became effective this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Raymond M. Morris, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

I HEREBY CERTIFY, that the foregoing Resolution, amending the Charter of the City of Cumberland, Maryland, was passed the \_\_\_\_ day of \_\_\_\_\_, 2023, with \_\_\_\_ votes in affirmation and \_\_\_\_ votes in the negative.

\_\_\_\_\_  
Allison Layton, City Clerk

I HEREBY CERTIFY that:

1. Notice of the public hearing identified hereinbefore was provided by publication in the Cumberland Times-News on the \_\_\_\_ day of \_\_\_\_\_, 2023, the said date being at least twenty-one (21) days prior to the date of the hearing, and by posting on the North Centre Street entrance of City Hall, Cumberland, Maryland, the date of the public hearing. A true and correct copy of the published notice is attached hereto. The said hearing was held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

2. The title of this Resolution was published in the Cumberland Times-News on

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_ and  
\_\_\_\_\_.

as evidenced by the true and correct copy of the Cumberland Times-News certificate of publication attached hereto, and that it was posted on the North Centre Street entrance of City Hall, Cumberland, Maryland together with a copy of this Resolution commencing on the day the title of this Resolution was first published in the Cumberland Times-News on the \_\_\_\_ day of \_\_\_\_\_, 2023 and continuing through the date this Resolution became effective.

3. The foregoing is a true and exact copy of the Charter Amendment Resolution No. \_\_\_\_ passed by the Mayor and City Council of Cumberland, Maryland, in Regular Session on the \_\_\_\_ day of \_\_\_\_\_, 2023.

4. A petition for a referendum was not filed within the forty-nine (49) days following the date of the passage of the foregoing Resolution and, therefore, it became effective on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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Allison Layton, City Clerk

**File Attachments for Item:**

. Ordinance 3963 (*1st reading*) - authorizing the transfer of 325 Independence Street to Jan Rivera for the purchase price of \$100



**ORDINANCE NO. 3963**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JAN RIVERA FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 325 INDEPENDENCE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 325 Independence Street, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021;

**WHEREAS**, the Property was included in the solicitation for bids known as the "Request for Bids Surplus Properties Round I" but was not bid upon;

**WHEREAS**, the City has since received a bid for the purchase of the Property from Jan Rivera (the "Purchaser") for the sum of One Hundred Dollars (\$100.00), and staff is recommending that the Mayor and City Council accept the bid; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Hundred Dollars (\$100.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
  - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
  - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
  - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

**SECTION 3:** AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison K. Layton, City Clerk

1<sup>st</sup> reading: July 5, 2023

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

Passed

## **EXHIBIT A**

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and \_\_\_\_\_ (the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

**IT BEING** the same property that was conveyed from \_\_\_\_\_ to the Grantor by deed dated \_\_\_\_\_ and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

**TOGETHER** with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, \_\_\_\_\_ in fee simple forever.

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
**Allison K. Layton, City Clerk**

By: \_\_\_\_\_ (SEAL)  
**Raymond M. Morriss, Mayor**

**STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:**

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$\_\_\_\_\_ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. Order 27,256 - authorizing the Chief of Police to enter into an agreement with the Maryland Highway Safety Office to receive grant funding in the amount of \$1,000 for officers to work pedestrian safety patrols during the months of September and October

**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

**ORDER NO. 27,256**

**DATE: July 5, 2023**

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, the Chief of Police be and is hereby authorized to enter into an agreement with the Maryland Highway Safety Office (MHSO) to receive a FY24 MHSO Pedestrian Safety Grant funding in the amount of One Thousand Dollars and No Cents (\$1,000.00) for officers to work as pedestrian safety patrols during the months of September and October, 2023.

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**Raymond M. Morriss, Mayor**

Project Nos. LE-Cumberland PD-2024-014



# Council Agenda Summary

Meeting Date: July 5, 2023

Key Staff Contact: Lt. Eric Bonner/Chief Chuck Terner

**Item Title:** FY24 MHSO Pedestrian Safety Grant

***Summary of project/issue/purchase/contract, etc for Council:***

Authorize the Chief of Police to enter into an agreement with the Maryland Highway Safety Office to receive grant funding in the amount of \$1,000 for officers to work pedestrian safety patrols during the months of September and October.

***Amount of Award:*** \$1,000

***Budget number:***

***Grant, bond, etc. reference:*** Grant

**PROJECT AGREEMENT**  
6601 Ritchie Highway  
Glen Burnie, MD 210621000  
PHONE 410-787-4050 FAX 410-787-4020

The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

PROJECT TITLE: Pedestrian Safety	<b>FOR MHSO USE ONLY</b>
	PROJECT NUMBER: LE-Cumberland PD-2024-014
PROJECT AGENCY: Cumberland Police Department	
PROJECT AGENCY ADDRESS: 20 Bedford Street, Cumberland, MD 21502	
FUND RECIPIENT: Cumberland Police Department	
FUND RECIPIENT ADDRESS: 20 Bedford Street, Cumberland, MD 21502	
FEDERAL IDENTIFICATION NUMBER: 52-6000786	

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. Costs cannot be incurred prior to the Project Start Date listed below.

BUDGET CATEGORIES	MHSO FUNDS
Salary and Benefits	\$0.00
Law Enforcement Overtime	\$1,000.00
Training / Conference and Accommodations	\$0.00
Mileage	\$0.00
Contractual Services	\$0.00
Equipment	\$0.00
Other Direct Costs	\$0.00
Indirect Costs	\$0.00
<b>Total</b>	<b>\$1,000.00</b>

The Project Director and Authorizing Official signing below cannot be the same person, nor can they be the Financial Official listed in the grant.

PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES			
PROJECT DIRECTOR		AUTHORIZING OFFICIAL	
NAME: Eric Bonner		NAME: Chuck Tement	
TITLE: Lieutenant		TITLE: Acting Chief	
AGENCY: Cumberland Police Department		AGENCY: Cumberland Police Department	
ADDRESS:		ADDRESS:	
PHONE: (301) 759-6475	FAX:	PHONE: (301) 759-6475	FAX:
E-MAIL: eric.bonner@cumberlandmd.gov		E-MAIL: chuck.tement@cumberlandmd.gov	
<b>SIGNATURE &amp; DATE:</b>		<b>SIGNATURE &amp; DATE:</b>	
Eric Bonner (Electronically Signed) 06/12/2023		Chuck Tement (Electronically Signed) 06/11/2023	

FOR MHSO USE ONLY	
PROJECT PERIOD START DATE: 07/01/2023	FUNDS OBLIGATED FROM MHSO:
PROJECT PERIOD END DATE: 06/30/2024	\$1,000.00
<b>DIRECTOR APPROVAL (SIGNATURE &amp; DATE)</b>	
Timothy Kerns (Electronically Signed) 06/12/2023	

**File Attachments for Item:**

. Order 27,257 - authorizing the Chief of Police to accept the FY24 Community Grant in the amount of \$30,800.00 which will be utilized to provide funding (personnel and program supplies) for officers to attend community events and conduct neighborhood foot and bike patrols

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

**ORDER NO.** 27,257

**DATE:** July 5, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT** the Chief of Police be and is hereby authorized to accept a FY24 Community Grant in the amount of Thirty Thousand Eight Hundred Dollars (\$30,800) which will be utilized to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols.

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**Raymond M. Morriss, Mayor**

RE: CGPF-2024-0003

# Council Agenda Summary

Meeting Date: July 5, 2023

Key Staff Contact: Lt. Eric Bonner/Chief Chuck Terner

**Item Title:** FY24 Community Grant

***Summary of project/issue/purchase/contract, etc for Council:***

Authorize the Chief of Police to accept the FY24 Community Grant in the amount of \$30,800.00 which will be utilized to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols. Program funds will be for personnel and program supplies.

***Amount of Award:*** \$30,800.00

***Budget number:***

***Grant, bond, etc. reference:*** Grant



# GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement  
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs  
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

June 23, 2023

Lieutenant Eric Bonner  
Administrative Lieutenant  
Cumberland Police Department  
20 Bedford Street  
Cumberland, MD 21502

RE: CGPF-2024-0003

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application entitled, "**CPD Community Grant FY2024**," in the amount of \$30,800.00 has received approval under the Community Grant Program Fund program. Chuck Ternent has received the grant award packet containing information and forms necessary to initiate the project.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at [www.goccp.maryland.gov](http://www.goccp.maryland.gov). A copy of the grant award letter is also included.

**It is essential**, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Control and Prevention.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, [https://grants.goccp.maryland.gov/BLIS\\_GOCCP](https://grants.goccp.maryland.gov/BLIS_GOCCP)). Training videos and a downloadable GMS user's guide are available online at [www.goccp.maryland.gov](http://www.goccp.maryland.gov).

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

*Approved* electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Emily Archer**) or fiscal team member (**Courtney Thomas**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

A handwritten signature in black ink that reads "Quentin Jones". The signature is written in a cursive, flowing style.

Quentin Jones

Funding Manager

cc: Chief Chuck Ternent



Governor's Office of Crime Control and Prevention

Regional Monitor:  
Fiscal Specialist:

Archer, Emily  
Thomas, Courtney

## Budget Notice

**Grant Award Number:** CGPF-2024-0003

**Sub-recipient:** Cumberland Police Department

**Project Title:** CPD Community Grant FY2024

**Implementing Agency:** Cumberland Police Department

**Award Period:** 07/01/2023 - 06/30/2024

CFDA: State Special Fund

Funding Summary	Grant Funds	100.0 %	\$30,800.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$30,800.00

### Personnel

Description of Position	Salary Type	Funding	Total Budget
Overtime for Community group/Special event attendance	Overtime	Grant Funds	\$14,400.00
Overtime for foot and bike patrol	Overtime	Grant Funds	\$14,400.00
Personnel Total:			\$28,800.00

### Other

Description	Funding	Quantity	Unit Cost	Total Budget
Promotional branded items	Grant Funds	1	\$2,000.00	\$2,000.00
Other Total:				\$2,000.00

Approved:

Governor's Office of Crime Control and Prevention Authorized  
Representative

Effective Date: 7/1/2023



**File Attachments for Item:**

. Order 27,258 - authorizing the Chief of Police to accept the FY24 Warrant Apprehension & Absconding Grant in the amount of \$40,833 which will be utilized to purchase equipment and supplies to assist with reducing the number of open warrants, especially warrants for violent crimes

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,258

DATE: July 5, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT** the Chief of Police be and is hereby authorized to accept the FY24 Warrant Apprehension & Absconding Grant in the amount of Forty Thousand, Eight Hundred Thirty-three Dollars (\$40,833) which will be utilized to purchase equipment and supplies to assist with reducing the number of open warrants, especially warrants for violent crimes.

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**Raymond M. Morriss, Mayor**

RE: WAAG-2024-0004

# Council Agenda Summary

Meeting Date: July 5, 2023

Key Staff Contact: Lt. Eric Bonner/Chief Chuck Ternent

**Item Title:** FY24 Warrant Apprehension & Absconding Grant

***Summary of project/issue/purchase/contract, etc for Council:***

Authorize the Chief of Police to accept the FY24 Warrant Apprehension & Absconding Grant in the amount of \$40,833.00 which will be utilized to purchase equipment and supplies to assist with reducing the number of open warrants, especially warrants for violent crimes.

***Amount of Award:*** \$40,833.00

***Budget number:***

***Grant, bond, etc. reference:*** Grant



# GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement  
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs  
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

June 23, 2023

Lieutenant Eric Bonner  
Administrative Lieutenant  
Cumberland Police Department  
20 Bedford Street  
Cumberland, MD 21502

RE: WAAG-2024-0004

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application entitled, "**Warrant Apprehension & Absconding Grant Program**," in the amount of \$40,833.00 has received approval under the WARRANTS AND ABSCONDING PROGRAM program. Chuck Ternent has received the grant award packet containing information and forms necessary to initiate the project.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at [www.goccp.maryland.gov](http://www.goccp.maryland.gov). A copy of the grant award letter is also included.

**It is essential**, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Control and Prevention.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, [https://grants.goccp.maryland.gov/BLIS\\_GOCCP](https://grants.goccp.maryland.gov/BLIS_GOCCP)). Training videos and a downloadable GMS user's guide are available online at [www.goccp.maryland.gov](http://www.goccp.maryland.gov).

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

*Approved* electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Genevra Farrare**) or fiscal team member (**Courtney Thomas**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

A handwritten signature in black ink that reads "Quentin Jones". The signature is written in a cursive, flowing style.

Quentin Jones

Funding Manager

cc: Chief Chuck Terner



Regional Monitor:  
Fiscal Specialist:

Farrare, Geneva  
Thomas, Courtney

Governor's Office of Crime Control and Prevention

## Budget Notice

**Grant Award Number:** WAAG-2024-0004  
**Sub-recipient:** Cumberland Police Department  
**Project Title:** Warrant Apprehension & Absconding Grant Program  
**Implementing Agency:** Cumberland Police Department  
**Award Period:** 07/01/2023 - 06/30/2024

CFDA: STATE

Funding Summary	Grant Funds	100.0 %	\$40,833.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$40,833.00

### Other

Description	Funding	Quantity	Unit Cost	Total Budget
Defense pepper spray	Grant Funds	51	\$20.00	\$1,020.00
Flex cuff cutter	Grant Funds	51	\$24.00	\$1,224.00
Flex Cuffs	Grant Funds	51	\$35.00	\$1,785.00
Handcuff key	Grant Funds	30	\$30.00	\$900.00
Prisoner transport partitions with accessories	Grant Funds	7	\$2,570.00	\$17,990.00
Spit hoods or shields	Grant Funds	200	\$5.00	\$1,000.00
Steel hinged handcuffs	Grant Funds	30	\$76.80	\$2,304.00
Surefire Stiletto Pro Flashlight	Grant Funds	51	\$260.00	\$13,260.00
Transport restraints or belts	Grant Funds	15	\$90.00	\$1,350.00

Other Total: \$40,833.00

Approved:

Governor's Office of Crime Control and Prevention Authorized  
Representative

Effective Date: 7/1/2023

**File Attachments for Item:**

. Order 27,259 - authorizing the City Administrator to execute Change Order No. 1 with Belt Paving, Inc. for City Project "Avondale and Kentucky Ave. Paving Improvements" in order to use them as a sole source to perform additional work in the amount not-to-exceed \$35,197.87 for repairing Brentwood Street to proper standards

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,259

DATE: July 5, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Belt Paving, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, to perform additional milling and paving of Brentwood Street in the not-to-exceed cost of Thirty-five Thousand, One Hundred Ninety-seven Dollars and Eighty-seven Cents (\$35,197.87), bringing the total contract price to Six Hundred Sixty-eight Thousand, Two Hundred Twenty-six Dollars and Eighty-seven Cents (\$668,226.87).

---

**Raymond M. Morriss, Mayor**

Carl Belt, Inc.	<i>Contract Price</i>
<b>Original Contract Price</b>	<b>\$633,029.00</b>
Change Order No. 1	\$35,197.87
<b>Total Contract Price after CO 1</b>	<b>\$668,226.87</b>

Budget: 127.101.63000



# Council Agenda Summary

Meeting Date: 7/5/2023

Key Staff Contact: John DeVault

## *Item Title:*

Change Order #1 Avondale Ave. & Kentucky Ave. Paving Improvements Contract, City Project # 2023-02-PVG

## *Summary of project/issue/purchase/contract, etc for Council:*

Change Order #1 to project Avondale Ave. & Kentucky Ave. Paving Improvements Contract in the lump sum cost of \$35,197.87.

This change order will include additional milling and paving of Brentwood Street. With the additional cost of \$35,197.87 it will bring the total contract price up to \$668,226.87.

The project is budgeted for this fiscal year, and utilizes City Funds

*Amount of Award:* \$35,197.87

*Budget number:* 127.101.63000

*Grant, bond, etc. reference:* City Funds



Derrik Grimm &lt;derrik.grimm@cumberlandmd.gov&gt;

---

**Sole Source - Brentwood Street Additional Work**

2 messages

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**Derrik Grimm** <derrik.grimm@cumberlandmd.gov>  
To: Jeff Silka <jeff.silka@cumberlandmd.gov>  
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>

Wed, Jun 28, 2023 at 2:51 PM

Jeff,

We would like to engage with a sole source with Belt Paving for an additional \$35,197.87 worth of work on Brentwood Street due to issues with the road itself in order to repair it to proper standards.

Currently, Belt is paving the area as part of our City Project 2023-02-PVG, Avondale Avenue and Kentucky Avenue Paving Improvements.

The additional cost of \$35,197.87 would be covered by our existing paving budget for the year.

Do we have your permission to give Belt the go ahead & place this on the M&CC as a change order to the project?

Thank you,

--

Derrik Grimm

Contracts Admin. Officer

57 N. Liberty Street

Cumberland, MD, 21502

Direct: 301-759-6600

Fax: 301-759-6608

Email: [derrik.grimm@cumberlandmd.gov](mailto:derrik.grimm@cumberlandmd.gov)

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**Jeff Silka** <jeff.silka@cumberlandmd.gov>  
To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>  
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>

Wed, Jun 28, 2023 at 3:37 PM

Approved

Sent from my iPhone

On Jun 28, 2023, at 2:51 PM, Derrik Grimm <[derrik.grimm@cumberlandmd.gov](mailto:derrik.grimm@cumberlandmd.gov)> wrote:

[Quoted text hidden]

**File Attachments for Item:**

. Order 27,260 - accepting the bid from Belt Paving, Inc. for City Project 2023-07-PVG, for milling, patching, and paving of Centre, Mechanic, Polk, Hanover, Bedford Extended, and Market Streets in the estimated unit price of \$199,314.30

**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

**ORDER NO. 27,260**

**DATE: July 5, 2023**

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, the bid from Belt Paving, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, to provide mill, patch, and paving work on Centre Street, Mechanic Street, Polk Street, Hanover Street, Bedford Street Extended, and Market Street (City Project 2023-07-PVG) be and is hereby accepted in the amount not-to-exceed One Hundred Ninety-nine Thousand, Three Hundred Fourteen Dollars and Thirty Cents (\$199,314.30); and

**BE IT FURTHER ORDERED THAT**, all other proposals received for this project be and are hereby rejected; and

**BE IT FURTHER ORDERED THAT**, pursuant to Section 2-171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving, Inc.

---

**Raymond M. Morriss, Mayor**

Budget:  
127.101.63000

# Council Agenda Summary

Meeting Date: 7/5/2023

Key Staff Contact: Robert Smith, PE

## *Item Title:*

Centre, Mechanic, Market, Polk, and Hanover Street Paving (2023-07-PVG)

## *Summary of project/issue/purchase/contract, etc for Council:*

THAT, the award to Belt Paving, Inc. to provide mill, patch and paving work on Centre Street, Mechanic Street, Polk Street, Hanover Street, Bedford Extended, and Market Street be and is hereby approved in the estimated unit price amount of \$199,314.30; and BE IT FURTHER ORDERED, that, pursuant to Section 2- 171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving.

This project involves paving approximately 9,881 SY on the listed streets.

The project is budgeted for this fiscal year, and utilizes City funds.

*Amount of Award:* \$199,314.30

*Budget number:* 127.101.63000

*Grant, bond, etc. reference:* City Funds

BP23008-1 Mechanic and Centre St Paving

\*\*\* Jay Stanislawczyk

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1001	Mobilization	U	1.000	LS	5,400.00	5,400.00
1002	MOT	U	1.000	LS	12,850.00	12,850.00
5001	Trench Patch 19.0 mm (4")	U	200.000	TN	136.00	27,200.00
5008	5 in White Pavement Marking Paint Lines	U	720.000	LF	1.60	1,152.00
15003	ALT #1 Milling (0-2.5")	U	9,881.000	SY	3.30	32,607.30
15004	ALT #1 12.5 mm (2") for Surface, PG64S-22, Lvl 2	U	1,100.000	TN	98.70	108,570.00
15006	ALT #1 24" White Performed Thermo Pymnt Markings	U	310.000	LF	18.50	5,735.00
15100	ADDED ITEM Thermo Legends & Symbols	U	232.000	SF	25.00	5,800.00

Bid Total ==> \$199,314.30

"Plug" number for NOW.  
Waiting on pricing.

## City of Cumberland 6 Streets; Pavement Markings

### Ty. V:

<u>Mechanic:</u>		<u>AFM</u>	<u>Units</u>	<u>SF/EA</u>	<u>Total SF</u>
(CW)	Crosswalk	74	ft		
(SB)	Stop bar	45	ft		
(SA)	Straight Arrows	2	ea	12.5	25
(DA)	Directional Arrows	3	ea	15.5	46.5
(BE)	Bike emblem w/ arrows	1	ea	9	9
(8")	Hashing (White)	40	ft		
				<b>Totals:</b>	<b>80.5</b>

### Centre St:

(CW)	Crosswalk	196	ft		
(SB)	Stop bar	35	ft		
(SA)	Straight Arrows	1	ea	15.5	15.5
(DA)	Directional Arrows	1	ea	15.5	15.5
(STOP)	STOP	1	ea	20.8	20.8
(BE)	Bike emblem w/ arrows	1	ea	9	9
(BL)	Bike lane blocks (Green 3'x4') w/white outside bars (3'x6")	6	ea	15	90
				<b>Totals:</b>	<b>150.8</b>

<b>Ty. V Totals:</b>	<b>CW</b>	<b>270</b>	<b>ft</b>
	<b>SB</b>	<b>80</b>	<b>ft</b>
	<b>SA</b>	<b>3</b>	<b>ea</b>
	<b>DA</b>	<b>4</b>	<b>ea</b>
	<b>STOP</b>	<b>1</b>	<b>ea</b>
	<b>BE</b>	<b>2</b>	<b>ea</b>
	<b>BL</b>	<b>6</b>	<b>ea</b>
	<b>8"</b>	<b>40</b>	<b>ft</b>

### Paint:

Channelizing Line (Centre St) -	140	ft
Channelizing Line (Mechanic St) -	150	ft
Dble Yellow (Market St) -	430	ft

720 LF

**City of Cumberland 6 Streets; (6") Patching (Cold Patch Areas ONLY)**

	<i>Width</i>	<i>Length</i>	<i>SF</i>	<i>SY</i>	<i>TN</i>
<b>Bedford St:</b>					
	4	232	928	103	34.37
	5	9	45	5	1.67
	6	9	54	6	2.00
	7	9	63	7	2.33
<b>Total:</b>			<b>1090</b>	<b>121</b>	<b>40.4</b>

<b>Hanover St:</b>					
	8	43	344	38	12.74
	5	42	210	23	7.78
	10	65	650	72	24.07
	6	25	150	17	5.56
	4	423	1692	188	62.67
	7	21	147	16	5.44
<b>Total:</b>			<b>3193</b>	<b>355</b>	<b>118.3</b>

<b>Centre St:</b>					
	4	146	584	65	21.63
	6	29	174	19	6.44
	17	11	187	21	6.93
<b>Total:</b>			<b>945</b>	<b>105</b>	<b>35.0</b>

<b>Grand Totals:</b>			<b>5228</b>	<b>581</b>	<b>194</b>
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**City of Cumberland, 6 streets; Mill & Overlay (2")**

	<i>Width</i>	<i>Length</i>	<i>SF</i>	<i>SY</i>	<i>TN</i>
<b>Polk St:</b>					
	19	61	1159	129	14.31
	14	539	7546	838	93.16
	25	13	325	36	4.01
<b>Total:</b>			<b>9030</b>	<b>1003</b>	<b>111.5</b>
<b>Bedford St:</b>					
	27	217	5859	651	72.33
<b>Total:</b>			<b>5859</b>	<b>651</b>	<b>72.3</b>
<b>Hanover St:</b>					
	31	18	558	62	6.89
	25	448	11200	1244	138.27
	33	13	429	48	5.30
<b>Total:</b>			<b>12187</b>	<b>1354</b>	<b>150.5</b>
<b>Centre St:</b>					
(Frederick St appr.)	44	52	2288	254	28.25
	38	155	5890	654	72.72
	44	71	3124	347	38.57
	23	795	18285	2032	225.74
<b>Total:</b>			<b>29587</b>	<b>3287</b>	<b>365.3</b>
<b>Market St:</b>					
	28	11	308	34	3.80
	26	220	5720	636	70.62
	24	35	840	93	10.37
<b>Total:</b>			<b>6868</b>	<b>763</b>	<b>84.8</b>
<b>Mechanic St:</b>					
	26	72	1872	208	23.11
	23	370	8510	946	105.06
	25	147	3675	408	45.37
	42	270	11340	1260	140.00
<b>Total:</b>			<b>25397</b>	<b>2822</b>	<b>313.5</b>
<b>Grand Totals:</b>			<b>88928</b>	<b>9881</b>	<b>1098</b>

**File Attachments for Item:**

. Order 27, 261 - authorizing Change Order No. 1 to the South Street ADA Improvements Contract (City Project 19-21-M) with an increase of \$2,274.49, bringing the total contract price to an amount not to exceed \$223,310.49

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,261

DATE: July 5, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Excavating Associates, Inc., PO BOX 434, Ellerslie, MD 21529, due to adjusted quantities of supplies for the South Street ADA Improvements Contract (City Project 19-21-M), bringing the total contract price not to exceed to Two Hundred Twenty Three Thousand Three Hundred Ten Dollars and Forty Nine Cents (\$223,310.49).

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**Raymond M. Morriss, Mayor**

Carl Belt, Inc.	<i>Contract Price</i>
<b>Original Contract Price</b>	<b>\$221,036.00</b>
Change Order No. 1	\$2,274.49
<b>Total Contract Price after CO 1</b>	<b>\$223,310.49</b>

Budget: 001.056.63000

# Council Agenda Summary

Meeting Date: 7/5/2023

Key Staff Contact: Matt Idleman, PE

## *Item Title:*

Change Order #1 South Street ADA Improvements Contract, City Project # 19-21-M

## *Summary of project/issue/purchase/contract, etc for Council:*

Change Order #1 South Street ADA Improvements Contract in the lump sum cost of \$2,274.49.

This change order will include adjusted quantities to the project due to addition of work in order to keep the integrity of homeowner's lawns in place w/ concrete curb walls. In addition, there was a reduction in the quantities of detectable warning surfaces for ADA ramps due to existing surfaces being in good condition. With the additional cost of \$2,274.49 it will bring the total contract price up to \$223,310.49.

The project is utilizing City Funds.

*Amount of Award:* \$2,274.49

*Budget number:* 001.056.63000

*Grant, bond, etc. reference:* City Funds

\$ 1,043.00	
\$ 8,248.00	
	\$ 1,820.00
	\$ 5,104.00
	\$ 8,798.00
\$ 1,732.50	
\$ 820.00	
\$ 618.00	
\$ 415.00	
<b>\$ 12,876.50</b>	<b>\$ 15,722.00</b>
\$ 4,862.00	
\$ 17,738.50	

Item	Total Completed	Unused Balance
1001	\$ 33,076.00	
1002	\$ 13,624.00	
1003	\$ 23,458.00	
2001		\$ 1,043.00
3001	\$ 26,397.00	
3002		\$ 8,248.00
3003	\$ 2,786.00	
5001	\$ 8,372.00	
5002	\$ 2,917.20	\$ 4,862.00
6001	\$ 2,727.00	
6002	\$ 3,610.00	
6003	\$ 1,748.00	
6004	\$ 35,386.68	
6005	\$ 46,428.00	
6006	\$ 7,087.50	
6007	\$ 11,850.00	
7001	\$ 1,640.00	\$ 820.00
7002	\$ 412.00	\$ 618.00
8001	\$ 830.00	\$ 415.00
	\$ 222,349.38	
	\$ 221,036.00	
	\$ 1,313.38	

## **Change Order Number: 1**

**Project:** South Street ADA Improvements

**City Project No.** 19-21-M

**Purchase Order No.:**

**M&CC Order No.:**

**Contractor:** Excavating Associates

**Vendor No.:**

The Change Order modifies (adds or deletes work) the contract as follows:

<b><i>Add / Delete</i></b>	<b><i>Item No. **</i></b>	<b><i>Description</i></b>	<b><i>Quantity</i></b>
Delete	2001	Class 1-A Excavation	-2
Delete	3002	Modify Existing Catch Basin - Type II	-1
Add	3004	Furnish Inlet Frame and Grate	1
Add	5001	Portland Cement Concrete Repairs	2.5
Delete	5002	18" White Heat Applied Thermoplastic Pavement Markings	-62
Add	6004	Type A Curb Any Height or Depth	59
Add	6005	5-Inch Reinforced Concrete	332
Delete	6006	Detectable Warning Surfaces for ADA Ramps	-55
Delete	7001	Placing Furnished Topsoil 4 Inch	-20
Delete	7002	Turfgrass Establishment	-20
Delete	8001	Remove and Reset Existing Sign Post	-2

**Recommended by:**

\_\_\_\_\_  
*Engineering Technician*

**Contractor:** Excavating Associates

***Accepted by:***

\_\_\_\_\_

**Approved By:** The City of Cumberland:

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*Director of Engineering*

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*City Administrator*

**Mayor and City Council Order Number Authorizing this Cha**



<i>Unit Price</i>	<i>Unit</i>	<i>Delete</i>	<i>Add</i>
\$ 521.50	CY	-\$1,043.00	
\$ 8,248.00	EA	-\$8,248.00	
\$ 789.51	EA		\$789.51
\$728.00	CY		\$1,820.00
\$28.60	LF	-\$1,773.20	
\$86.52	LF		\$5,104.68
\$26.50	SF		\$8,798.00
\$31.50	SF	-\$1,732.50	
\$41.00	SY	-\$820.00	
\$10.30	SY	-\$206.00	
\$207.50	LS	-\$415.00	
	<b>TOTALS</b>	-\$14,237.70	\$16,512.19
<b>NET TOTAL</b>		<b>\$2,274.49</b>	

The Original Contract Sum was: \$221,036.00  
 Previous Change Orders: \$0.00  
 Change Orders: \$221,036.00  
 this Change Order: \$2,274.49  
 Change Order is: **\$223,310.49**

Contract Time Change: **60 Working Days**

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*Date*

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*Date*

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*Date*

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*Date*

**nge Order:** 

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**File Attachments for Item:**

. Order 27,262 - amending Order 26,961 dated February 15, 2022 by increasing the ARPA funding allocation of \$45,001 to Community Development Property Improvement and decreasing the ARPA funding allocation of \$45,011 to Janes Place for Abused Children

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,262

DATE: July 5, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland,**

**THAT,** the amendment of Order No. 26,961, dated February 15, 2022,  
approving an increase of ARPA funding allocation of \$45,001 to Community  
Development Property Improvement and a decrease of ARPA funding  
allocation of \$45,001 to Janes Place for Abused Children be and is hereby  
approved; and

**BE IT FURTHER ORDERED,** that this amendment be and is hereby  
effective with the date of the passage of this order.

<i><b>Purpose</b></i>	<i><b>Category</b></i>	<i><b>Allocation</b></i>
Janes Place for Abused Children	Drug Abuse, Domestic Violence and Mental Health	\$ (45,001)
Community Development Property Improvement	Investments in Housing and Neighborhoods	\$ 45,001

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**Raymond M. Morriss, Mayor**

**SUBRECIPIENT AGREEMENT**  
**AGREEMENT BETWEEN the City of Cumberland, Maryland**  
**AND**  
**Jane's Place, Inc.**  
**FOR**  
**Stewards of Children**

THIS AGREEMENT revised/entered this 20th day of June, 2023 by and between the City of Cumberland (herein called the "Grantee") and Jane's Place, Inc. (herein called the "Sub recipient").

WHEREAS, the Grantee has received funds from the United States Department of the Treasury Coronavirus Local Fiscal Recovery Funds; Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (ARPA); and

WHEREAS, the Grantee wishes to engage the Sub recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Activities**

The Sub recipient will be responsible for administering a 2021 ARPA Child Abuse Awareness, Prevention, and Intervention program and providing Stewards of Children program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the ARPA program:

**Program Delivery**

*Providing services to abused children and their families of qualifying low-mod income households who are Cumberland City and/or Allegany County residents. Providing increased child abuse prevention efforts through intervention counseling, hosting 24 workshops of the Stewards of Children evidence-based prevention training, 4 community sessions at Allegany College of Maryland and the provision of financial assistance for families of abused children in the manner specified on page 2 of the original application to include relevant transportation, medical and mental health services, clothing/needs required to appear in court, and home safety locks and alarms-after efforts are exhausted to fund those otherwise which prevents duplication of services.*

**General Administration**

**B. National Objectives**

All activities funded with ARPA funds must meet one of the ARPA program's goals to respond to the COVID-19 public health emergency and meet the urgent needs of the community. Public services are to be provided to Cumberland residents and to low-mod income clientele qualified by HUD's low-mod income guidelines. Please keep robust records of activities specific to individual clients and community-wide services to abused children or to prevent child abuse.

C. Levels of Accomplishment – Goals and Performance Measures

The Sub recipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units</u>
<i>Activity #1</i>	<i>40 children</i>
<i>Activity#2 demonstrated efficacy pre/post test</i>	<i>24 workshops</i>
<i>Activity #3 4 ACM workshops</i>	<i>200 people</i>
<i>Activity # 4 financial assistance</i>	<i>75 households</i>

D. Staffing

James Elliot, State's Attorney, Jane's Place Inc., will provide oversight of the activity. ARPA funds may not supplant funds for positions existing before this ARPA agreement.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Sub recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Sub recipient may be required to return funds drawn if found to be in violation of this agreement causing use of funds to be in-eligible.

II. TIME OF PERFORMANCE

Services of the Sub recipient shall start on the 10th day of March 2022 and end on the 30th day of April, 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of ARPA funds.

### **III. BUDGET**

<u>Line Item</u>	<u>Amount:</u>
Salaries Fringe	\$ 26,240
Supplies and Material	\$ 7,932
Certification	\$ 3,450
Financial Assistance	\$ 15,000
Consultant	\$ 4,000
Advertising	\$ 1,000
 TOTAL	 \$ 57,622

- \$30,630.61 has been expended to date, \$26,991.39 remains for additional expenditures moving forward

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub recipient.

### **IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$57,622.00. Drawdowns for the payment of eligible expenses shall be made against the line- item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Sub recipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

### **V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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Communication and details concerning this contract shall be directed to the following contract representatives: Lee Borrer, Senior Community Development Specialist, 301 759-6437, lee.borrer@cumberlandmd.gov. City Hall, 57 N. Liberty Street, Cumberland, MD 21502

#### **I. SPECIAL CONDITIONS**

### **VII. GENERAL CONDITIONS**

#### **A. General Compliance**

The Sub recipient agrees to comply with the requirements of United States Department of the Treasury Coronavirus Local Fiscal Recovery Funds; Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (ARPA).

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Sub recipient is an independent contractor.

C. Hold Harmless

The Sub recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Sub recipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. “This project is being supported, in whole or in part, by federal award number 117-2 (March 11, 2021) awarded to The City of Cumberland by the U.S. Department of the Treasury”

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G. Amendments

The Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub recipient.

H. Suspension or Termination

The Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and U.S. Department of Treasury guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub recipient to the Grantee reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

**VIII. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Sub recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

## 2. Cost Principles

The Sub recipient shall administer its program in conformance with OMB 2 CFR Part 200 Subpart E “Cost Principles for Non-Profit Organizations,” an internal controls per 2 CFR 200.303. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

## B. Documentation and Record Keeping

### 1. Records to be Maintained

The Sub recipient shall maintain all records required by the Federal regulations specified in 2 CFR Part 200, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the ARPA program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ARPA assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the ARPA program;
- f. Financial records as required by 2 CFR 200.1; and
- g. Other records necessary to document compliance with the Uniform Guidance at 2 CFR Part 200.

### 2. Retention

The Sub recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years past December 31, 2026. The retention period begins on the date of this agreement. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

### 3. Client Data

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

### 4. Disclosure

The Sub recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly

connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this contract, is prohibited by The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and by the Memorandum of Understanding with the Multiple Disciplinary Team Partners (FAM.LAW section 5-701 to 5-717) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian and other applicable laws.

5. Close-outs

The Sub recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over ARPA funds, including program income.

6. Audits & Inspections

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Sub recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub recipient.

2. Progress Reports

The Sub recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. (at least QUARTERLY)

D. Procurement

1. Compliance

The Sub recipient shall comply with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate.<sup>6</sup> Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317 through 2 CFR 200.327 as applicable.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at [2 CFR part 200](#), as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the Grantee any ARPA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet the ARPA objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Sub recipient fails to use ARPA-assisted real property in a manner that meets an ARPA objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-ARPA funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that the funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the ARPA program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-ARPA funds used to acquire the equipment.
4. Any purchase of equipment or real property with SLFRF/ARPA funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

## **IX. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with local, state and Federal civil rights ordinances. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal Governments. Sub recipient shall maintain a log and inform the City of Cumberland of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of

the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Sub recipient also must inform the City of Cumberland if sub recipient has received no complaints.

2. Section 504

The Sub recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

C. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

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1. Assignability

The Sub recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501-1408 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with any activity financed in whole or in part by this federal assistance.

4. Conflict of Interest

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The Sub recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub recipient, or any designated public agency.

5. Lobbying

The Sub recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and



- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Sub recipients shall certify and disclose accordingly:

- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

8. False Statements-Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9. Disclaimer-The City of Cumberland disclaims any and all responsibility or liability to recipient or third persons for the actions of recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any contract, or subcontract of this award. The acceptance of this award by sub-recipient does not in any way establish an agency relationship between the City of Cumberland and sub recipient.

10. Safety-Sub recipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Subrecipients are also encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

11. Sub recipient will provide language services for LEP persons by accessing telephonic interpreters to serve clients in need or other necessary interpretation services.

**XI. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIII. WAIVER**

The Grantee's failure to act with respect to a breach by the Sub recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XIV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Sub recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub recipient with respect to this Agreement.

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Date: March 10, 2022 revised June 20, 2023 (\$45,001 budgeted funds returned to City of Cumberland)

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Cumberland

Jane's Place, Inc.

By \_\_\_\_\_  
MAYOR RAYMOND M. MORRISS

By \_\_\_\_\_  
Title \_\_\_\_\_

Attest \_\_\_\_\_  
CITY CLERK

**File Attachments for Item:**

. Order 27,263 - authorizing the amendment and execution of a service agreement with Turnbull Hoover & Kahl, P.A., for audit services for Fiscal Years 2023, 2024, 2025 and 2026 in the amount not to exceed \$514,069

**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

ORDER NO. 27,263

DATE: July 5, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland,**

**THAT,** the Mayor be and is hereby authorized to amend and execute a service agreement with Turnbull Hoover & Kahl, P.A., for the provision of audit services for Fiscal Years 2023 through 2026 for the following yearly amounts not to exceed:

2023..... \$121,975.00

2024..... \$126,854.00

2025..... \$130,660.00

2026..... \$134,580.00

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 7/5/2023

Key Staff Contact: Ken Tressler, Mark Gandolfi

## *Item Title:*

Amendment of Contract for Annual Audits – Fiscal Years 2023, 2024, 2025 and 2026

## *Summary of project/issue/purchase/contract, etc. for Council:*

An order authorizing an amendment to the existing service agreement with Turnbull, Hoover & Kahl to reduce the FY23 and FY24 contract price escalations from 8.2% and 7.6% to 5% and 4%, respectively, while adding two years to the three-year service agreement at a 3% price escalation for each of FY25 and FY26.

To achieve a cost savings to the existing contract for FY23 and FY24 and facilitate the execution of the FY 25 and FY 26 Annual Financial Statement Audit and Single Audit requirements for the period ended June 30, 2023 through June 20, 2026, it is desirable to amend the existing contract with Turnbull, Hoover & Kahl.

## *Amount of Award:*

***Budget numbers: Year 2: \$121,975 Year 3: \$126,854 Year 4: \$130,660 Year 5: \$134,580***

***Grant, bond, etc. reference:***

David W. Turnbull, CPA  
Richard J. Hoover, CPA  
Bernard B. Kahl, CPA



217 Glenn Street, Suite 200  
Cumberland, Maryland 21502  
Phone: 301.759.3270  
www.thkcpas.com

June 29, 2023

Mayor and City Council and City Administrator  
City Hall  
57 N. Liberty Street  
Cumberland, Maryland 21502

We are pleased to confirm our understanding of the services we are to provide the City of Cumberland (the City) for the years ended June 30, 2023, June 30, 2024, June 30, 2025 and June 30, 2026.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the years ended June 30, 2023, June 30, 2024, June 30, 2025 and June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. GASB-required Supplementary OPEB Information
4. GASB-required Supplementary Pension Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining and individual nonmajor fund financial statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory Section
2. Statistical Tables

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

## **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of your accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.



We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, if material, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

Modifications may be made to this initial risk assessment. Any modifications to this risk assessment will be communicated to you.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters

that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grants agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general ledger and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards, federal award programs; compliance with laws, regulations, contracts and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition,

you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grants agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review three months prior to the completion of our audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report

copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Turnbull, Hoover & Kahl, P.A., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Turnbull, Hoover & Kahl, P.A. is not involved, you agree to clearly indicate in the exempt offering document that Turnbull, Hoover & Kahl, P.A. is not involved with the contents of such offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing. In addition, we will require certain personnel provide information requested in various PBC (prepared by client) schedules. These schedules will consist primarily of various account analysis and reconciliations. We request that all adjustments known to City personnel be supplied to us as soon as possible after the end of the accounting period.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing

privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Turnbull, Hoover & Kahl, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to your cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Turnbull, Hoover and Kahl, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide to distribute the copies or information contained therein to others, including other governmental agencies. Our time to comply with these reviews or requests will be billed to you at our standard hourly rates plus out of pocket expenses incurred.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by your cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard J. Hoover is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these audit services will be \$89,500, \$93,000, \$95,750 and \$98,600 for fiscal years 2023, 2024, 2025 and 2026, respectively, plus any out of pocket costs we might incur from your third party service providers. Interim billings will be submitted as work progresses and costs are incurred and are payable within thirty days. The audit fee is based on the following assumptions: timely cooperation from your personnel, your personnel preparing complete and accurate financial statements with related schedules and notes (we will provide the requested number of audit opinions), your personnel duplicating and binding the financial statements, minimal audit adjusting entries being required, the City having only one major federal program required to be tested during single audit testing, the fund financial statements presenting no more than four major funds, expanded audit testing not being required because of the condition of the accounting system and records or implementation of new accounting systems, substantial consultations from your personnel not being required and that unexpected or unusual circumstances or transactions will not be encountered during the audit. Our fee for assistance with the preparation of the financial statements and related notes, for implementation of any new auditing or accounting standards, and for any additional time necessary as a result of the aforementioned items, will be billed at the following hourly rates for each fiscal year

	FY23	FY24	FY25	FY26
Principal	\$ 235	\$ 240	\$ 245	\$ 250
Manager	\$ 190	\$ 195	\$ 200	\$ 205
Supervisor	\$ 170	\$ 175	\$ 180	\$ 185
Senior Staff	\$ 155	\$ 160	\$ 165	\$ 170
Junior Staff	\$ 130	\$ 135	\$ 140	\$ 145
Secretarial	\$ 50	\$ 50	\$ 50	\$ 50

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period. Our 2021 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit opinion. Any follow-up services that might be required during that fiscal year will be a separate, new engagement. The terms of this letter will continue in effect for any subsequent audit engagements referred to in the first paragraph.

To ensure that Turnbull, Hoover & Kahl, P.A.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

## **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Cumberland. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Kindest regards,

A handwritten signature in blue ink, appearing to read "Paul D. Hoover, CPA".

Turnbull, Hoover & Kahl, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Cumberland.

By: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Administrator

Date: \_\_\_\_\_





749 Wheeling Ave., Suite 300  
Cambridge, OH 43725  
740.435.3417



**Required Selections and Considerations (Continued)**

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Turnbull, Hoover & Kahl, P.A. in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Turnbull, Hoover & Kahl, P.A. has received a peer review rating of *pass*.



Perry & Associate CPAs, A.C.  
Marietta, Ohio

**File Attachments for Item:**

. Order 27,264 - accepting the change in name for the AFSCME Maryland Public Employees Council 67 to hereinafter being known as AFSCME Maryland Council 3

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,264

DATE: July 5, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, the change in name for the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) Maryland Public Employees Council 67, hereinafter known as AFSCME Maryland Council 3 be and is hereby approved; and

**BE IT FURTHER ORDERED THAT**, the attached Memorandum of Understanding authorizing the amendment of the collective bargaining agreement as it pertains to Cover, Article 1 Section 1A be and is hereby approved.

---

**Raymond M. Morriss, Mayor**

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into this day \_\_\_\_\_, 2023 by and between the City of Cumberland, Maryland and the American Federation of State, County, and Municipal Employees, AFL-CIO ("AFSCME"), Maryland Public Employees Council 67 ("Council 67").

Effective April 1, 2023, the affiliations of all local unions that prior to that date were affiliated with Council 67 were reassigned to AFSCME Maryland Council 3 ("Council 3") in accordance with the AFSCME International Constitution, the Council 67 Constitution, the Council 3 Constitution, and all applicable laws, rules, and regulations. As such, the responsibilities associated with local union affiliations formerly affiliated with Council 67 have become the exclusive responsibility of Council 3. Local 553, representing all hourly General Trades and Labor, Clerical/Technical, and Public Utilities employees, was affiliated with Council 67, and is now affiliated with Council 3.

The reassignment of local affiliations between Councils will not affect and has not affected the continuity of representation of the bargaining unit since April 1 and does not raise a question concerning representation. Council 67's representational responsibilities will continue to be fulfilled by the elected local union officers and union staff familiar with the bargaining unit and the collective bargaining agreement ("CBA"). Council 3 will manage all matters related to the negotiation and administration of the CBA that were formerly conducted by Council 67. These matters include, but are not limited to, representing unit employees at grievances and arbitrations, labor management meetings and bargaining, and any similar representational matters.

The parties agree that it is appropriate for Council 67 to seek to amend the exclusive representative's certification with the appropriate state, local or municipal authority to reflect the aforementioned changes, and the City of Cumberland will not oppose such an amendment, which is ministerial.

Finally, the parties agree to amend the collective bargaining agreement to reflect this administrative change by making the following ministerial changes: replace any mention of "Council 67" with "Council 3" (Cover, Article 1 Section 1A); and replace any mention of "Maryland Public Employees Council 67" with "AFSCME Maryland Council 3".

**American Federation of State, County  
and Municipal Employees, AFL-CIO,  
Maryland Council 67**

By: \_\_\_\_\_

Kory Blake, Administrator  
AFSCME Council 67

Date: \_\_\_\_\_

**City of Cumberland, Maryland**

By: \_\_\_\_\_

[NAME]  
[TITLE]

Date: \_\_\_\_\_

**File Attachments for Item:**

. Order 27,265 - rescinding Order 26,859 dated August 17, 2021 and adopting a revised Family and Medical Leave Policy to replace the previous policy adopted on August 17, 2021

**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

**ORDER NO. 27,265**

**DATE: July 5, 2023**

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, Order No. 26,859 dated August 17, 2021 to approve a revised Family and Medical Leave Policy (FMLA) be and is hereby rescinded; and

**BE IT FURTHER ORDERED**, that the attached and revised Family and Medical Leave Policy, be and is hereby adopted and effective this date and shall replace the previous policy adopted August 17, 2021.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

**Meeting Date:** July 5, 2023

Key Staff Contact: Ken Tressler

**Item Title:**

Personnel Policy revisions including: Worker's Compensation, Family Medical Leave Act, Extended Leave, Modified Duty and Non-union Employee Handbook.

**Summary of project/issue/purchase/contract, etc. for Council:**

We are implementing some minor changes, but for the most part we are just adding more detailed explanations.

**FMLA** (last update August 2021)

- FMLA required after 5 consecutive days of missing work – increased from 3 day in previous version.
- Better definitions of federal law, work week, serious health condition with examples, law as it affects spouses both employed by the city, types of leave explanations (regular, intermittent, reduced schedule), procedures for administering leave & ongoing medical certification requirements, military servicemember differences (26 week), combined 2<sup>nd</sup> and 3<sup>rd</sup> opinion sections, expanded explanation of the return-to-work procedure.

**Workers' Comp Policy** (last update August 2021)

- FMLA reference (kicks in after 5 days vs. 3).
- Human resources will be the sole custodian of medical info associated with workers comp.
- Employees have a choice of how they want to treat unused vacation as a direct result of compensable injuries. They can either roll the vacation over, get paid or a combination thereof.
- Vacation and sick time will accrue until FMLA has been exhausted (12 weeks).

**Extended Leave Policy** (policy practiced but not previously adopted by M&CC)

- Required if/when an employee has exhausted FMLA and wants to remain employed. Can be paid or unpaid.
- Can be extended to a maximum of one year from the initial absence date.
- The extension is automatic for compensable injuries (injuries or illnesses incurred at work) until they reach maximum medical improvement and still cannot return and as long as they comply with medical updates every 30 days.
- Vacation and sick leave do not accrue during extended leave.

**Modified Duty** (previous version – 1995)

- Major changes since previous version



- Non compensable injury/illnesses qualify
- Maximum period of 90 days vs. “The availability and length of modified duty will be determined by the City.”
- Establishes criteria for assigning employees to modified duty.
- Intended for employees that expect to return to full duty.
- Sufficient enough work for dept mission to warrant the assignment – we are not creating work to create work.
- City Administrator has final approval for each assignment.
- Preference will be given to employees injured at work vs illness/injury away from work.

#### **Employee handbook (Last Update – August 2019)**

- Vacation:
  - No need to show the tiers for employees hired prior to 7/1/1996 – they have all been here 25+ years so they are at the top tier (30 days of vacation).
  - Change the schedule to allow non-union employees to accrue vacation at a rate of 10 days per year effective July 1, 2023. What they earn in one fiscal year they can use in the next. The old schedule said for employees hired between January and June earn 5/12 of a day per month and only 5 days the following year and do not earn 10 days until the year after that – so for example an employee hired on April 1<sup>st</sup> 2023 will earn 1-1/4 days to use in FY 24 and will earn 5 days in FY 24 to use in FY 25.
  - We are allowing one week of vacation to carry-over from one year to the next. This should prevent employees from holding onto vacation until near the end of one year to save for unexpected events and then having to take it all at year-end.
- Holidays: We added Juneteenth
- Sick leave:
  - We added language to define sick leave and identified examples of sick abuse.
  - Added Safe/Sick language explaining that it pertains to the first 40-hours of sick leave each year.
  - Eliminated the “phase-in” language for the sick leave payout.
  - Added language to sick-leave payout specifying that the retirement paperwork has to be submitted to be eligible.
- Leave of Absence: Deleted this section as it will be covered with the new Extended Leave/Leave of Absence policy.
- Life Insurance: Noted the increase to \$25,000.
- Retirement: Deleted the Maryland State Retirement section as we no longer have any employees in this program and no new entries are allowed. The remaining retirement systems are the Alternate Contributory Pension System (ACRS), Reformed Contributory Pension Benefit System (RCPBS) and the Law Enforcement Officers Pension System (LEOPS).
- Insurance opt-out: Updated to the new cash amount and deleted the deferred comp option.
- Employee Assistance Program: Deleted the Western Maryland Health program due to lack of utilization and added detail about the Connect Care program offered thru our health insurance provider.
- Policies: Deleted policies no longer in use and added new ones.

# FAMILY AND MEDICAL LEAVE POLICY

## 1. PURPOSE

The purpose of this Family and Medical Leave Policy is to define the City of Cumberland's policies and procedures with regard to family and medical leave under the Family and Medical Leave Act ("FMLA").

Employees who have been employed for at least one (1) year, and for at least 1,250 hours during the preceding twelve (12)-month period are eligible for family and medical leave.

FMLA leave will run concurrently with other leave, *e.g.*, holiday leave, vacation leave, personal leave, sick/safe and sick leave. An employee, for his/her own *serious health condition(s)*, may first exhaust sick/safe and sick leave, and then other paid leave simultaneously with the award of FMLA leave. For pregnancy after delivery of the child, adoption, care of a spouse, son or daughter or parent or for any *qualifying exigency* or event for which FMLA leave is available, any available sick/safe, vacation and personal leave shall be exhausted before sick leave is utilized simultaneously with the award of FMLA leave. Once an employee has exhausted all paid leave, if the employee still has FMLA leave available, such FMLA leave will be exhausted without pay.

## 2. DEFINITIONS

The terms set forth below are defined as follows:

*FMLA leave*: Federally required job protected leave of 12 weeks (maximum 480 paid and/or unpaid leave) in a single twelve (12) month period. Under certain circumstances the leave can be for up to 26 weeks in a single twelve (12) month period.

*Continuing treatment by a health care provider*: A period of *incapacity* of more than five (5) consecutive days of work, and any subsequent treatment or period of *incapacity* relating to the same condition, that also involves:

- (a) Treatment two (2) or more times, within thirty (30) days of the first day of *incapacity*, unless extenuating circumstances exist, by a *health care provider*, by a nurse under direct supervision of a *health care provider*, or by a *provider of health care services* (*e.g.*, physical therapist) under orders of, or on referral by, a *health care provider*; or
- (b) Treatment by a *health care provider* on at least one (1) occasion, which results in a regimen of continuing treatment under the supervision of the *health care provider*.
- (c) The requirement in paragraphs (a) and (b) of this definition for *treatment by a health care provider* means an in-person visit to a *health care provider*. The first in-person treatment visit must take place within seven (7) days of the first day of *incapacity*.

- (d) Whether additional treatment visits or a regimen of continuing treatment is necessary within the thirty (30)-day period shall be determined by the *health care provider*.
- (e) The term *extenuating circumstances* in paragraph (a) means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the *health care provider*. Whether a given set of circumstances are extenuating depends on the facts.

*Essential Functions:* The basic job duties an employee must be able to perform, with or without reasonable accommodation. Factors to consider in determining if a function is essential include:

- (a) whether the reason the position exists is to perform that function;
- (b) the number of other employees available to perform the function or among whom the performance of the function can be distributed; and
- (c) the degree of expertise or skill required to perform the function.

Written job descriptions shall be considered as evidence of *essential functions*. Other kinds of evidence include:

- (a) the actual work experience of present or past employees in the job,
- (b) the time spent performing a function,
- (c) the consequences of not requiring that an employee perform a function, and
- (d) the terms of a collective bargaining agreement.

*Work Week:* A work week is defined as the employee's regular work week. Thus, for example, if you regularly work a forty (40) hour work week your total allotment of FMLA leave would be twelve forty (40) hour work weeks or four hundred and eighty (480) hours. If your schedule varies from week to week, a weekly average of hours worked over the twelve (12) weeks prior to the beginning of the leave period will be used to calculate your normal work week.

*Health Care Provider:*

- (a) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
- (b) *others capable of providing health care services*.

*Incapacity:* Inability to work, attend school or perform other regular daily activities due to the *serious health condition*, treatment therefore, or recovery therefrom.

*Intermittent leave:* FMLA leave taken in separate blocks of time due to a single qualifying reason.

*Others capable of providing health care services* includes:

- (a) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- (b) Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- (c) Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian

Science practitioner, an employee may not object to any requirement from the City that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a *health care provider* other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement;

- (e) Any *health care provider* from whom the City or the City's group health plan's benefits manager will accept certification of the existence of a *serious health condition* to substantiate a claim for benefits; and
- (f) A *health care provider* listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.

*Parent:* The biological parent of an employee or an individual who stood in place of the parent to an employee when the employee was a *son* or *daughter*. In-laws are not *parents*.

*Qualifying exigency:* A federal call to active duty or a state call to active duty by order of the President of the United States.

*Reasonable safety concerns:* A reasonable belief of significant risk of harm to the individual employee or others. In determining whether *reasonable safety concerns* exist, the City should consider the nature and severity of the potential harm and the likelihood that potential harm will occur.

*Reduced Leave Schedule:* A leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

*Serious Health Condition:* an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. An overnight stay in a hospital or other medical care facility.
2. Incapacity with you or your family member (for example, unable to work or attend school) for more than five (5) consecutive days of work and have ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care such as prescription medication).
3. Pregnancy (including prenatal medical appointments, incapacity due to morning sickness, and medically required bed rest).
4. Chronic serious health conditions which: 1) require periodic visits for treatment by a health care provider; 2) continues over an extended period of time; and 3) may cause episodic rather than continuing periods of incapacity. Examples include asthma, diabetes, and epilepsy.
5. A period of incapacity caused by permanent or long-term conditions for which treatment may not be effective and which require continuing supervision of a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
6. A period of absence to receive multiple treatments by a health care provider either for restorative surgery after an injury or for a non-chronic condition which would likely result in a period of incapacity in excess of five (5) consecutive days in absence of treatment. Examples include

chemotherapy or radiation for cancer, physical therapy for severe arthritis or dialysis for kidney disease.

7. FMLA leave may be available to address certain health-related issues resulting from domestic violence. An eligible employee may take FMLA leave because of his or her own serious health condition or to care for a qualifying family member with a serious health condition that resulted from domestic violence. For example, an eligible employee may be able to take FMLA leave if he or she is hospitalized overnight or is receiving certain treatment for post-traumatic stress disorder that resulted from domestic violence.

*Son or Daughter:* The term *son or daughter* means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in place of the *parent*, who is:

- (a) under eighteen (18) years of age; or
- (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability, i.e., a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

*Spouse:* A husband or wife, as defined or recognized in the state where the individual was married and includes individuals in a same-sex marriage.

*Unable to perform the functions of the position:* An employee is *unable to perform the functions of the position* where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the *essential functions* of the employee's position. An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the *essential functions* of the position during the absence for treatment.

### 3. REASONS FOR & DURATION OF LEAVE

#### A. REASONS FOR & DURATION OF LEAVE, GENERALLY

Except for the purposes of subsection (f) below, an employee who meets the applicable time of service and other requirements to be eligible for FMLA leave shall be granted family and medical leave consisting of appropriate accrued paid leave and, once exhausted, unpaid leave, for a period of twelve (12) weeks (a maximum of 480 hours of paid or unpaid leave) during any rolling twelve (12) month period. The rolling one-year period begins on the first day that FMLA leave is taken for a FMLA qualifying event and the up to twelve (12) week period runs for one (1) year from the date FMLA leave for the first FMLA leave qualifying event occurs. For example, if an employee takes leave for an FMLA qualifying event beginning on December 20, 2022, then such employee has up to 12 weeks of FMLA leave for all FMLA qualifying events between December 20, 2022 and December 19, 2023. Qualifying events include:

- (a) the birth of the employee's *child* and in order to care for the *child*;
- (b) the placement of a *child* with the employee for adoption or foster care;
- (c) to care for a *spouse, child or parent* who has a *serious health condition*;
- (d) a *serious health condition* that renders the employee incapable of performing the functions of his or her job.

- (e) Because of any *qualifying exigency* arising out of the fact that the employee's *spouse, son, daughter, or parent* is a military member on covered active duty (or has been notified of an impending call or order to covered active-duty status); and
- (f) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

The entitlement to leave for the birth or placement of a *child* for adoption or foster care will expire twelve (12) months from the date of the birth or placement.

Employees may take twenty-six (26) weeks, during a single twelve (12) month period, a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave)

**B. SPOUSES BOTH EMPLOYED BY THE CITY**

- i. Spouses who are both employed by the City are entitled to:
  - (a) Together, a total of twelve (12) work weeks leave (rather than twelve (12) work weeks each), within a single twelve (12) month period, for:
    - (i) the birth of a child and bonding with the newborn child;
    - (ii) the placement of a child with the employee for adoption or foster care and bonding with the newly-placed child; and
    - (iii) the care of a parent with a serious health condition.
  - (b) Together, a combined total of twenty-six (26) workweeks of leave in a single twelve (12) month period to care for a covered servicemember with a serious injury or illness if each spouse is a parent, spouse, child, or next of kin of the servicemember. When such employees take military caregiver leave as well as other FMLA leave in the same leave year, each spouse is subject to the combined limitations for the reasons for leave listed above.
- ii. Each employee may take leave at the same time or, in their own right, up to a total of twelve (12) work weeks, within a single twelve (12) month period, if the FMLA leave is:
  - (a) for the care of a spouse or child of the employee with a serious health condition;
  - (b) for a serious health condition that makes the employee unable to perform the essential functions of his or her job; and
  - (c) any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on "covered active duty."

**C. HOLIDAYS AFFECT ON LEAVE DURATION**

For purposes of determining the amount of leave used by an employee, the fact that a holiday may occur within the week taken as FMLA leave has no effect; the week is counted as a week of FMLA leave. However, if an employee is using FMLA leave in increments of less than one (1) week, the holiday will not count against the employee's FMLA entitlement unless the employee was otherwise scheduled and expected to work during the holiday. Similarly, if for some reason the City's business activity has temporarily ceased and employees generally are not expected to report for work for one (1) or more weeks (e.g., a school closing two weeks for the Christmas/New Year holiday or summer vacation or the City closing the facility in which the employee work for repairs), the days the City's activities have ceased do not count against the employee's FMLA leave entitlement.

#### 4. TYPES OF LEAVE

A. REGULAR. An employee needs time off for a continuous uninterrupted block of time (i.e., October 1 through December 8).

B. INTERMITTENT. An employee needs to take a full day off from work due to a qualifying reason but then returns to work for a day or two and then takes a full day off for the same condition (i.e., taking a spouse for radiation treatment every Tuesday for ten (10) weeks). Intermittent leave also includes partial day absences due to a single qualifying reason that is not part of a pre-arranged reduction in schedule.

i. Any leave taken to bond with a newborn child within one (1) year of the birth of the child must be taken continuously and may not be taken intermittently, except as set forth in subsection 4(D) of this policy.

C. REDUCED SCHEDULE. An employee needs to take only a portion of a day off or work a different schedule for a period of time (i.e., an employee must leave at 3 p.m. each day for six weeks to attend physical therapy).

D. When leave is taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, an employee may take leave *intermittently* or on a *reduced leave schedule* only if the City agrees. Such a schedule reduction might occur, for example, where an employee, with the City's agreement, works part-time after the birth of a child, or takes leave in several segments. The City's agreement is not required, however, for leave during which the expectant mother has a *serious health condition* in connection with the birth of her child or if the newborn child has a *serious health condition*.

E. The City may temporarily transfer an employee to another position when an employee requires intermittent or reduced schedule leave if the alternative position has equivalent pay and benefits and if it would better accommodate the employee's medical need for recurring periods of leave. In addition, the total amount of intermittent or reduced schedule leave may not exceed twelve (12) weeks in a rolling twelve (12) month period.

F. If *Intermittent leave* or leave on a *reduced leave schedule* is taken because of one's own *serious health condition*, to care for a *spouse, parent, son, or daughter* with a *serious health condition*, or to care for a covered servicemember with a serious injury or illness, there must be a medical need for leave and it must be that such medical need can be best accommodated through an *intermittent* or *reduced leave schedule*. The treatment regimen and other information described in the certification of a *serious health condition* and in the certification of a serious injury or illness, if required by the City, addresses the medical necessity of *intermittent leave* or leave on a *reduced*

*leave schedule*. Leave may be taken *intermittently* or on a *reduced leave schedule* when medically necessary for planned and/or unanticipated medical treatment of a *serious health condition* or of a covered servicemember's serious injury or illness, or for recovery from treatment or recovery from a *serious health condition* or a covered servicemember's serious injury or illness. It may also be taken to provide care or psychological comfort to a covered family member with a *serious health condition* or a covered servicemember with a serious injury or illness. Intermittent leave may be taken for a *serious health condition* of a *spouse, parent, son, or daughter*, for the employee's own *serious health condition*, or a serious injury or illness of a covered servicemember which requires treatment by a *health care provider* periodically, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of *intermittent leave* would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy. A pregnant employee may take leave intermittently for prenatal examinations or for her own condition, such as for periods of severe morning sickness. An example of an employee taking leave on a *reduced leave schedule* is an employee who is recovering from a *serious health condition* and is not strong enough to work a full-time schedule. Leave due to a *qualifying exigency* may be taken on an *intermittent* or *reduced leave schedule* basis.

G. When an employee takes FMLA leave on an intermittent or reduced leave schedule basis, the City must account for the leave using an increment no greater than the shortest period of time that the City uses to account for use of other forms of leave provided that it is not greater than one (1) hour and provided further that an employee's FMLA leave entitlement may not be reduced by more than the amount of leave actually taken.

## 5. PROCEDURE FOR ADMINISTERING LEAVE

### A. EMPLOYEE REQUEST FOR LEAVE:

- i. In all cases, an employee requesting or placed on FMLA leave will complete the attached Application for Family and Medical Leave and have the health care provider for employee, spouse, son or daughter or parent complete and sign the Certification of Health Care Provider forms and return the paperwork to the Human Resources Department.
- ii. The FMLA period begins on the inception date of the illness or injury that caused the need for applying for the leave.
- iii. An employee who is on leave for any event that qualifies for FMLA leave shall be placed on FMLA leave, shall complete an FMLA application and will have the health care provider complete the Certification of Health Care Provider form.
- iv. An application must be provided to the City, and an application requesting FMLA leave will not be effective until delivered and approved.
- v. Upon the receipt of an application, copies shall be provided as soon as possible to the Human Resources Department.
- vi. Foreseeable FMLA Leave.



(a) An employee requesting FMLA leave must complete the attached Application for Family and Medical Leave and submit it to the Human Resources Department at least thirty (30) days in advance if the leave is foreseeable. Such request must be given by the employee or by the employee's representative (e.g., family member or other responsible party) if the employee is unable to give such notice personally.

(b) If an employee fails to provide thirty (30) days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied up to thirty (30) days from the date the employer receives verbal notice.

(c) If any case in which the necessity for leave due to active duty of a family member is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.

vii. Non-foreseeable FMLA Leave. When the leave is not foreseeable, an employee should notify their immediate supervisor as soon as practicable (within one or two business days) of the need for FMLA leave and complete the Application for Family and Medical Leave, unless there are unusual circumstances preventing the employee from doing so.

viii. Failure to notify the City of the need for leave in a timely manner may result in delay of FMLA leave (for up to thirty (30) days in case of foreseeable leaves). In no event will notice be considered timely if it is made later than two (2) days following the absence for which FMLA is being requested.

ix. If an employee is planning a medical treatment or is requesting intermittent or reduced scheduled leave, a reasonable effort should be made to schedule the treatment or time off to minimize disruption of the employee's department.

x. Upon request for family or medical leave, the Human Resources Department will confirm the employee's eligibility based on the date the requested leave is scheduled to commence, or to confirm the employee's eligibility based on a projection that the employee will be eligible on the date leave would commence, or may advise the employee when the eligibility requirements are met.

xi. The employee has satisfied the notification requirement, even if he/she is not eligible for family or medical leave at the time the request is submitted.

xii. Upon receiving notice from an employee of his/her need to take family or medical qualifying leave, the Human Resources Department shall respond with memorandum which provides information which the employee needs to know about his/her responsibilities while on family or medical leave. The memorandum shall include:

(a) A requirement that the employee provide certification of medical necessity for the leave by providing a Certification of Physician or Practitioner Form by their health care provider within fifteen (15) days of the request and that

failure to do so may result in continuation of the leave being denied until the certification is received.

B. REPORTING WHILE ON LEAVE.

An employee who is on leave for their own serious health condition or to care for a covered relation must contact their immediate supervisor or designee on Thursday of each week or another day established by their supervisor regarding the status of their condition and intent to return to work. In addition, an employee must give notice as soon as practicable (within two business days, if possible) if the dates of FMLA leave change or need to be extended beyond the dates originally approved. New medical certification will be required to extend FMLA leave beyond the dates originally approved. Failure of an employee to comply with the reporting requirements of this procedure may result in disciplinary action up to and including dismissal.

6. MEDICAL CERTIFICATION WITH APPLICATION

If an employee is requesting FMLA leave for their own or a covered relation's serious health condition, a completed Certification of Physician or Practitioner Form must be submitted with the Application for FMLA Leave. If an Application is received without a completed a Certification of Health Care Provider Statement, an employee will be notified by the Human Resources Department of the need for the completed medical certification which would be due within fifteen (15) days from the date of the notification and shall be accompanied by an explanation for the delay in providing the medical certification.

If the employee is requesting leave to care for a *spouse, child or parent*, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a *serious health condition*, the certification must state that the employee cannot perform the functions of his or her job.

Failure to provide medical certification when requested may result in denial of FMLA leave until such certification is received. It is an employee's responsibility to provide the City with a complete and sufficient certification and to clarify the certification if necessary.

If the City finds that an employee's certification is incomplete or insufficient, the City will advise the

7. CITY PROCEDURE FOLLOWING RECEIPT OF APPLICATION

A. DESIGNATION NOTICE

When the City has enough information to determine whether the leave is being taken for a FMLA-qualifying reason (e.g., after receiving a medical certification), the City must notify the employee whether the leave will be designated and will be counted as FMLA leave within five (5) business days absent extenuating circumstances. Only one (1) designation notice is required for each FMLA-qualifying reason per applicable 12-month period. The form for the designation notice is attached hereto.

An employee who is on safe/sick and/or sick leave for more than five (5) consecutive days of work will be deemed to be on FMLA leave commencing on the first day of such employee's absence on safe/sick

and/or sick leave. Failure of such employee to submit the required Certification of Health Care Provider form will not preclude the City from designating such absence as FMLA leave. Likewise, leave taken by an employee that otherwise qualifies as FMLA leave will be deemed to be FMLA leave, even if the employee fails to submit the required application and/or Certification of Healthcare Provider form.

If the City has sufficient information to designate the leave as FMLA leave immediately after receiving an employee's Application for Family and Medical Leave, the City must provide the employee with the Designation Notice within five (5) business days.

The City's decision to designate leave as FMLA-qualifying must be based only on information received from the employee or the employee's spokesperson (e.g., if the employee is *incapacitated*, the employee's *spouse*, adult *son* or *daughter*, *parent*, doctor, etc., may provide notice to the City of the need to take FMLA leave). In any circumstance where the City does not have sufficient information about the reason for an employee's use of leave, the City should inquire further of the employee or the spokesperson to ascertain whether leave is potentially FMLA-qualifying. Once the City has acquired knowledge that the leave is being taken for a FMLA-qualifying reason, the City must notify the employee within five (5) business days.

D. FURTHER INQUIRY/MEDICAL CLARIFICATION REGARDING INCOMPLETE APPLICATIONS & SUBSEQUENT MEDICAL CERTIFICATIONS

i. Clarification/Authentication

In all cases, the City should inquire further of the employee if it is necessary to have more information about whether FMLA leave is being sought by the employee, and obtain the necessary details of the leave to be taken. In the case of medical conditions, the City may find it necessary to inquire further to determine if the leave is because of a *serious health condition* and may request medical certification to support the need for such leave. Failure to respond to reasonable inquiries from the City regarding the leave request may result in denial of FMLA protection if the City is unable to determine whether the leave is FMLA-qualifying, or the City may treat leave taken as FMLA leave

If an employee submits a complete and sufficient certification signed by the health care provider, the City may not request additional information from the *health care provider*. However, the City may contact the *health care provider* for purposes of *clarification* and *authentication* of the medical certification (whether initial certification or recertification) after the City has given the employee an opportunity to cure any deficiencies within seven (7) calendar days. To make such contact, the City must use a *health care provider*, a human resource professional, a leave administrator, or a management official. Under no circumstances, however, may the employee's direct supervisor contact the employee's *health care provider*.

For purposes of these regulations, *authentication* means providing the *health care provider* with a copy of the certification and requesting verification that the information contained on the certification form was completed and/or authorized by the health care provider who signed the document; no additional medical information may be requested. *Clarification* means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response.

The City may not ask a *health care provider* for additional information beyond that required by the certification form. The requirements of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule (*see* 45 CFR parts 160 and 164), which governs the privacy of individually-identifiable health information created or held by HIPAA-covered entities, must be satisfied when individually-identifiable

health information of an employee is shared with the City by a HIPAA-covered *health care provider*. If an employee chooses not to provide the City with authorization allowing the City to clarify the certification with the health care provider, and does not otherwise clarify the certification, the City may deny the taking of FMLA leave if the certification is unclear. It is the employee's responsibility to provide the City with a complete and sufficient certification and to clarify the certification if necessary.

A request for *clarification* or *authentication* can be made as to the initial medical certification as well as the second and third certifications. *See* subsection D (iii) of this section of this Policy.

ii. Timeframes for Clarifying/Correcting Deficiencies

As to the medical certification submitted with the application for FMLA leave and any subsequent certifications, the employee must provide a complete and sufficient medical certification. The City shall advise an employee whenever the City finds a certification incomplete or insufficient, and shall state in writing what additional information is necessary to make the certification complete and sufficient. A certification is considered incomplete if the City receives a certification, but one (1) or more of the applicable entries have not been completed. A certification is considered insufficient if the City receives a complete certification, but the information provided is vague, ambiguous, or non-responsive. The City must provide the employee with seven (7) calendar days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure any such deficiency. If the deficiencies specified by the City are not cured in the resubmitted certification, the City may deny the taking of FMLA leave, as provided below.

A certification that is not returned to the City is not considered incomplete or insufficient, but constitutes a failure to provide certification.

iii Second and third opinions

In its discretion, the City may require a second medical opinion and periodic recertification at the City's expense. *See* subsection D (8) below, with respect to recertifications. The City is permitted to designate the health care provider to furnish the second opinion.

If the first and second opinions differ, the City, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the City and the employee or the employee's representative.

Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to FMLA benefits, including maintenance of group health benefits.

When requested by the employee, the City will provide a copy of any second or third opinion to the employee within five (5) business days of receipt, unless extenuating circumstances prevent such action. The City's health care provider may contact the employee's health care provider, if authorized as necessary under the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rule, for clarification of any certification. Additional information will not be requested by the City's health care provider.

The City and the employee must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the City does not attempt in good faith to reach agreement, the City

will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification. For example, an employee who refuses to agree to see a doctor in the specialty in question may be failing to act in good faith. On the other hand, if the City refuses to agree to any doctor on a list of specialists in the appropriate field provided by the employee and whom the employee has not previously consulted may be failing to act in good faith.

If an employee chooses not to provide the City with authorization allowing it to clarify a certification with the employee's health care provider, and does not otherwise clarify the certification, the City may deny the taking of FMLA leave if the certification is unclear. In such an event, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the City's established leave policies.

Travel expenses. If the City requires the employee to obtain either a second or third opinion, it must reimburse the employee or family member for any reasonable out of pocket travel expenses incurred to obtain the second and third medical opinions.

## **8. RECERTIFICATION OF SERIOUS MEDICAL CONDITION**

Employees on leave for serious health conditions may be required to submit a recertification periodically (but no more than every thirty (30) days), or if the circumstances described in the original certification have significantly changed, the City has reason to doubt the employee's stated reason for absence, or an extension of leave is requested.

If a recertification is not submitted in a timely manner, FMLA status may be withdrawn and not reinstated until such time that the appropriate documentation is presented, and then only for the date the City receives the documentation.

Failure to submit a recertification in a timely manner may also affect employee's ability to use paid sick and safe leave and result in an unauthorized absence.

## **9. RETURN TO WORK**

An employee eligible for family and medical leave will be restored to his or her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment.

An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period. The City must be able to show that an employee would not otherwise have been employed at the time reinstatement is requested in order to deny restoration to employment.

### **A. RETURN TO WORK PROCEDURE**

i. For family or medical leave due to the employee's own serious medical condition and upon being released by his/her personal physician, the employee is required to provide a written certification by his/her personal health care provider of the employee's fitness for duty. This certification must indicate any restrictions of the employee's ability to perform the essential functions of his/her position and specifically address the employee's ability to perform the *essential functions* of his/her job. Additionally, if an employee takes intermittent leave under the FMLA –

such as a few days each month – and reasonable job safety concerns exist, the City may require the employee to turn in a fitness for duty certification before returning to work. This certification shall be provided to the City's Human Resources Department. No second or third opinions on a fitness-for-duty certification may be required. The cost of the certification shall be borne by the employee, and the employee is not entitled to be paid for the time or travel costs spent in acquiring the certification.

ii. The employee shall not be restored to his/her position prior to receipt of written certification from a health care provider and/or a fitness for duty certification and until any applicable Americans with Disabilities Act (ADA) considerations are resolved.

iii. An employee on family or medical leave must be returned to the same or an equivalent position as that held when the leave commenced. The City cannot guarantee that the employee will be returned to his/her original job. There is an exception to this provision in the case of key employees, who may be denied job restoration if such denial is necessary to prevent substantial economic harm to the City. The designation of an employee as a key employee shall be made by the Department Head (or the appointing authority in the case of a Department Head who is requesting leave) as soon as practical after the Department Head (or appointing authority) learns of the need for use of family or medical leave.

iv. After the expiration of the employee's entitlement to twelve (12) weeks of family or medical leave within the twelve (12) month period, employees must return to duty. If the employee is unable to return to duty to perform the *essential functions* of his/her position because of a physical or mental condition, including the continuation of a serious health condition, the City's obligations under the Americans with Disabilities Act (ADA) will govern.

v. The City is not entitled to a fitness-for-duty certification to return to duty for each absence taken on an intermittent or reduced leave schedule. However, the City is entitled to a fitness-for-duty certification to return to duty for such absences up to once every thirty (30) days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took such leave. In order to require a fitness-for-duty certification, the City shall inform the employee at the same time it issues, or as part of, the designation notice that for each subsequent instance of intermittent or reduced schedule leave, the employee will be required to submit a fitness-for-duty certification unless one has already been submitted within the past thirty (30) days.

vi. Any exception to this policy requires the approval of the Director of Human Resources prior to the employee's return to work. Departments requesting permission to return an employee to a different but equivalent position must provide the Human Resources Department with detailed justification of the reason the employee cannot be returned to his/her former position.

**B. AFTER EXPIRATION OF FAMILY OR MEDICAL LEAVE ENTITLEMENT.**

i If the employee advises the Department Head or his or her designee or the Human Resources Department that he/she does not intend to return to work, the employee shall be asked to confirm that intent in writing. Employees who do not plan to return to work at the expiration of

family or medical leave should notify their supervisor no later than the expiration of leave. The employee will then be separated from employment, and the employee's entitlement to reinstatement, continued leave, and all other benefits will cease. The employee shall be directed to contact the Human Resources Department regarding COBRA health insurance coverage.

ii Failure to return to work without giving adequate notice at the expiration of the leave may result in dismissal. If the employee is unable to return to duty to perform the essential functions of his/her position because of a physical or mental condition, including the continuation of a serious health condition, the City's obligations under the Americans with Disabilities Act (ADA) will govern.

iii At the request of the employee and subject to medical certification that the employee will be able to return to work within thirty (30) days of the expiration of family or medical leave, the Department may recommend that it is in the best interest of the City to hold the employee's position open for no more than an additional thirty (30) days. The City Manager may approve holding the position open for the employee for a period not to exceed thirty (30) days.

#### **10. RECORDKEEPING/TIME & ATTENDANCE**

The Human Resources Department will be responsible for maintaining records of family and medical leave, for tracking the amount of family and medical leave used within the twelve (12) month period, and for notifying the employee in writing that family or medical leave is being designated.

In addition to the type of leave requested (annual, sick, compensatory, or leave without pay), the leave request form should include a notation that the absence is for family or medical leave

Time and attendance records should be coded with the routine codes for sick leave, annual leave, compensatory leave, or family or medical leave.

When leave is taken intermittently or on a reduced schedule, only the time actually taken as family or medical leave may be charged against the employee's entitlement.

#### **11. BENEFITS**

While an employee is on FMLA leave, the City will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to work. If an employee is on paid leave, the City will continue payroll deductions for the employee's health insurance premiums as well as any life insurance or other voluntary benefit plan. If the employee is on unpaid leave, the employee will receive a bill each month for the appropriate insurance premiums and is responsible for paying the premiums in a timely fashion. Payment must be made to the City's Human Resources Department and must be in the form of a personal check or money order.

If health insurance coverage lapses due to nonpayment of the required premium or employee's cancellation of coverage, the employee may request restoration of health insurance upon return from leave. Health insurance coverage will be restored effective the first day of the month following the employee's return from family or medical leave. A written request to restore health insurance must be received by the Human Resources Department within sixty (60) days of returning to work.

An employee that chooses not to return to work at the expiration of the family or medical leave will be terminated from the City's health and dental insurance and will be required to reimburse any contributions to health and dental insurance made by the City while the employee was in a leave without pay status. An employee that chooses to return to work in a capacity that does not meet the eligibility requirements for health and dental insurance or chooses not to return to work will be eligible for COBRA (Consolidated Omnibus Budget Reconciliation Act) coverage.

Employees who separate from employment while on family or medical leave will be eligible for COBRA if they meet COBRA eligibility requirements. The effective date for COBRA coverage will be based on the date of separation from employment.

FMLA Coordination with Workers' Compensation. Days off due to a work-related injury will be designated as FMLA leave if the criteria for FMLA leave is met. Any such leave will be in accordance with the City's Workers' Compensation Policy.

Accrual of Annual/Sick Leave. An employee will not accrue any annual or sick leave during unpaid family or medical leave.

Pay Increases. An Employee is not entitled to pay increases, during non-intermittent FMLA leave.

## **12. RIGHT TO DESIGNATE AN ABSENCE AS FMLA LEAVE**

The City reserves the right to designate all time off taken for an FMLA purpose as FMLA leave. Disputes concerning the designation of paid leave as FMLA leave must be directed to the Human Resources Department.

## **13. FMLA LEAVE EXHAUSTED**

When an employee has exhausted their FMLA leave and still wants to protect their job, they can apply for extended leave. See Extended leave / Leave of Absence Policy for details.

## **14. INTENT TO RETURN TO WORK**

Employees on FMLA leave are required to report periodically on their status and intent to return to work. The City must take into account all of the relevant facts and circumstances related to the individual employee's leave situation.

If an employee gives unequivocal notice of an intent not to return to work or the health care provider submits that the employee will not be able to return to work, the City's obligations under FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee cease. However, these obligations continue if an employee indicates he or she may be unable to return to work but expresses a continuing desire to do so.

It may be necessary for an employee to take more leave than originally anticipated. Conversely, an employee may discover after beginning leave that the circumstances have changed and the amount of leave originally anticipated is no longer necessary. An employee may not be required to take more FMLA leave than necessary to resolve the circumstance that precipitated the need for leave. In both of these situations,



the City may require that the employee provide the City with reasonable notice (*i.e.*, within two (2) business days) of the changed circumstances where foreseeable. The City may also obtain information on such changed circumstances through requested status reports.

**15. SECONDARY EMPLOYMENT**

Engaging in any occupation or other employment for compensation while on FMLA leave may be subject to discipline up to and including termination unless the City has agreed, in writing, to the arrangement.

**16. CONSEQUENCES TO THE EMPLOYEE FOR FRAUDULENTLY OBTAINING FAMILY OR MEDICAL LEAVE.**

An employee who submits fraudulent documentation to obtain family or medical leave is not protected by the Family and Medical Leave Act job restoration or maintenance of health insurance benefit provisions. Fraudulent requests for family or medical leave will be considered a violation of City policy and will result in dismissal on the first offense. Fraudulent documentation, for example, would include falsified or forged Certification of Physician or Practitioner Forms. Any employee who obtains leave based on false statements or who otherwise fraudulently obtains leave may be subject to discipline up to and including termination.

**17. PROTECTION OF INFORMATION.**

In order to protect employee health information, only a Human Resources professional or management official will contact health care providers to obtain medical certifications. Under no circumstances may the employee's direct supervisor contact health care providers. Those permitted to contact health care providers may not ask for additional information beyond what is required in the certification form.

**18. APPLICABILITY OF FMLA REGULATIONS**

The regulations pertaining to FMLA leave are set forth in the Code of Federal Regulations as set forth above. Even though they are not set forth in full herein, they remain applicable in all instances and, therefore, are incorporate by reference into the terms of this Policy.

**ATTACHMENTS**

1. Application for Family or Medical Leave
2. Certification of Health Care Provider for Employee's Serious Health Condition
3. Certification of Health Care Provider for Family Member's Serious Health Condition
4. Designation Notice (generally, must be submitted to employee within 5 business days of receipt of Certification of Health Care Provider (see Section 7.A of Policy)
5. Fitness for Duty Certification

# ATTACHMENTS

PLEASE BE SURE TO  
OBTAIN A JOB  
DESCRIPTION TO  
SUBMIT TO YOUR  
MEDICAL PROVIDER

# City of Cumberland

## Application for Family or Medical Leave

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Current Address: \_\_\_\_\_

Job Title: \_\_\_\_\_

Submit this form to your department director/chief or the City Administrator at least 30 days before the leave is to commence, when possible. When submission of this form 30 days in advance is not possible, submit it as soon as possible and state the reason(s) why it was not possible to submit the form within the said 30 days. \_\_\_\_\_

Have you taken family or medical leave in the past year? Yes ☐ No ☐

If your answer to the preceding question is yes, provide the inclusive dates. \_\_\_\_\_

I am requesting leave for the following reason [check one]:

☐ My own serious health \*\*\*

☐ Serious health condition of my:

☐ Spouse Name: \_\_\_\_\_

☐ Child Name: \_\_\_\_\_

☐ Parent Name: \_\_\_\_\_

☐ Birth of child Expected delivery date: \_\_\_\_\_

☐ Placement of a child with me for adoption or foster care

☐ A federal call to active duty or a state call to active duty by order of the President for my spouse, child or parent

☐ To care for a covered servicemember with a serious injury or illness and I am the spouse, son, daughter, parent, or next of kin of the covered servicemember

I have ☐ have not ☐ previously taken FMLA for this reason for the same set of circumstances I am seeking FMLA leave for now.

\*\*\* The term "serious medical condition" has a specific definition. That definition is set forth in the City FMLA Policy. In providing the information required herein, you must utilize that definition every time the term is utilized.

DATES OF LEAVE REQUESTED:

☐ I request leave from \_\_\_\_\_ to \_\_\_\_\_

☐ I request intermittent leave according to the following schedule: \_\_\_\_\_  
\_\_\_\_\_

☐ I request a reduced schedule leave according to the following schedule: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide any information you want the City to consider in support of this application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If a request based on an employee's serious health condition or the serious health condition of an employee's spouse, child, or parent, **a medical certification using the forms attached to the city's Family and Medical Leave Policy must be provided** when you submit this Application, provided however, if the request for leave is as a result of an unforeseeable event, the medical certification must be provided within five (5) business days of the date the leave commences.

I understand that a failure to return to work at the end of my leave period, which under FBLA is a maximum period of 12 weeks (or 26 weeks to care for a servicemember with a serious injury or illness), may be treated as a resignation unless an extension has been agreed upon and approved in by the City of Cumberland.

EMPLOYEE CERTIFICATION

I certify under the penalties of perjury that the statements made in this Application for Family or Medical Leave are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

Certification of Health Care Provider for  
Employee's Serious Health Condition  
under the Family and Medical Leave Act

U.S. Department of Labor  
Wage and Hour Division



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the [WHD website](http://www.dol.gov/agencies/whd/fmla) at [www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

## SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: \_\_\_\_\_  
First Middle Last

(2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
(List date certification requested)

(3) The medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy)  
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: \_\_\_\_\_ Job description ☐ is / ☐ is not attached.

Employee's regular work schedule: \_\_\_\_\_

Statement of the employee's essential job functions:

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

## SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves **inpatient care** or **continuing treatment by a health care provider**. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: \_\_\_\_\_

Health Care Provider's name: (Print) \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**PART A: Medical Information**

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: \_\_\_\_\_ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: \_\_\_\_\_

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient ( ☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): \_\_\_\_\_

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)  
Due to the condition, the patient ( ☐ has been / ☐ is expected to be) incapacitated for **more than** three consecutive, full calendar days from: \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).  
The patient ( ☐ was / ☐ will be) seen on the following date(s): \_\_\_\_\_

The condition ( ☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment).

- ☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).
- ☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.
- ☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).
- ☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.
- ☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: \_\_\_\_\_

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis)

\_\_\_\_\_

**PART B: Amount of Leave Needed**

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

(5) Due to the condition, the patient ( ☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): \_\_\_\_\_

\_\_\_\_\_

(6) Due to the condition, the patient ( ☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s). State the nature of such treatments: (e.g. cardiologist, physical therapy) \_\_\_\_\_

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy). for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

\_\_\_\_\_

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule the employee is able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

\_\_\_\_\_

(8) Due to the condition, the patient ( ☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery. Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy). for the period of incapacity.

(9) Due to the condition, it ( ☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last. Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per ( ☐ day ☐ week ☐ month) and are likely to last approximately \_\_\_\_\_ ( ☐ hours ☐ days) per episode.

Employee Name: \_\_\_\_\_

**PART C: Essential Job Functions**

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be **not able** to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee ( ☐ was not able / ☐ is not able / ☐ will not be able ) to perform **one or more** of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

\_\_\_\_\_

Signature of Health Care Provider \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)

**Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)**

**Inpatient Care**

- An overnight stay in a hospital, hospice, or residential medical care facility.
- Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.

**Continuing Treatment by a Health Care Provider (any one or more of the following)**

**Incapacity Plus Treatment:** A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:

- o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,
- o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.

**Pregnancy:** Any period of incapacity due to pregnancy or for prenatal care. \_\_\_\_\_

**Chronic Conditions:** Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.

**Permanent or Long-term Conditions:** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.

**Conditions Requiring Multiple Treatments:** Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**



Certification of Health Care Provider for  
Family Member's Serious Health Condition  
under the Family and Medical Leave Act

U.S. Department of Labor  
Wage and Hour Division



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the [WHD website](http://www.dol.gov/agencies/whd/fmla) at [www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

## SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: \_\_\_\_\_  
First Middle Last

(2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
(List date certification requested)

(3) The medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy)  
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

## SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care: \_\_\_\_\_

(2) Select the relationship of the family member to you. The family member is your:

- ☐ Spouse ☐ Parent ☐ Child, under age 18  
☐ Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include in loco parentis relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: \_\_\_\_\_

(3) Briefly describe the care you will provide to your family member: **(Check all that apply)**

- ☐ Assistance with basic medical, hygienic, nutritional, or safety needs
- ☐ Transportation
- ☐ Physical Care
- ☐ Psychological Comfort
- ☐ Other: \_\_\_\_\_

(4) Give your **best estimate** of the amount of leave needed to provide the care described:

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy), I am able to work \_\_\_\_\_ (hours per day) \_\_\_\_\_ (days per week)

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient’s serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider’s name: (Print) \_\_\_\_\_

Health Care Provider’s business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, “incapacity” means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee’s family members, 29 C.F.R. § 1635.3(b).

(1) Patient’s Name: \_\_\_\_\_

(2) State the approximate date the condition started or will start: \_\_\_\_\_ (mm/dd/yyyy)

(3) Provide your **best estimate** of how long the condition lasted or will last: \_\_\_\_\_

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient (e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort).

Employee Name: \_\_\_\_\_

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient ( ☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): \_\_\_\_\_

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)  
Due to the condition, the patient ( ☐ has been / ☐ is expected to be) incapacitated for more than three consecutive, full calendar days from: \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).  
The patient ( ☐ was / ☐ will be) seen on the following date(s): \_\_\_\_\_

The condition ( ☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

- ☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).
- ☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.
- ☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).
- ☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.
- ☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis)

**PART B: Amount of Leave Needed**

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient ( ☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): \_\_\_\_\_

(8) Due to the condition, the patient ( ☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).  
State the nature of such treatments: (e.g. cardiologist, physical therapy) \_\_\_\_\_

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy).  
for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

Employee Name: \_\_\_\_\_

(9) Due to the condition, the patient ( ☐ was / ☐ will be ) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy).  
for the period of incapacity.

(10) Due to the condition, it ( ☐ was / ☐ is / ☐ will be ) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per  
( ☐ day ☐ week ☐ month ) and are likely to last approximately \_\_\_\_\_ ( ☐ hours ☐ days ) per episode.

Signature of Health Care Provider \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)

#### Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)

##### Inpatient Care

- An overnight stay in a hospital, hospice, or residential medical care facility.
- Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.

##### Continuing Treatment by a Health Care Provider (any one or more of the following)

**Incapacity Plus Treatment:** A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:

- o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,
- o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.

**Pregnancy:** Any period of incapacity due to pregnancy or for prenatal care.

**Chronic Conditions:** Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.

**Permanent or Long-term Conditions:** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.

**Conditions Requiring Multiple Treatments:** Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

#### PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**

**Designation Notice  
under the Family and Medical Leave Act**

**U.S. Department of Labor  
Wage and Hour Division**



**DO NOT SEND TO THE DEPARTMENT OF LABOR.  
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form is optional, a fully completed Form WH-382 provides employees with the information required by 29 C.F.R. §§ 825.300(d), 825.301, and 825.305(c), which must be provided within five business days of the employer having enough information to determine whether the leave is for an FMLA-qualifying reason. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I - EMPLOYER**

The employer is responsible in **all** circumstances for designating leave as FMLA-qualifying and giving notice to the employee. Once an eligible employee communicates a need to take leave for an FMLA-qualifying reason, an employer may not delay designating such leave as FMLA leave, and neither the employee nor the employer may decline FMLA protection for that leave.

Date: \_\_\_\_\_ (mm/dd/yyyy)

From: \_\_\_\_\_ (Employer) To: \_\_\_\_\_ (Employee)

On \_\_\_\_\_ (mm/dd/yyyy) we received your most recent information to support your need for leave due to:  
(Select as appropriate)

- ☐ The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- ☐ Your own serious health condition
- ☐ The serious health condition of your spouse, child, or parent
- ☐ A qualifying exigency arising out of the fact that your spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty with the Armed Forces
- ☐ A serious injury or illness of a covered servicemember where you are the servicemember's spouse, child, parent, or next of kin (*Military Caregiver Leave*)

**We have reviewed information related to your need for leave under the FMLA along with any supporting documentation provided and decided that your FMLA leave request is:** (Select as appropriate)

- ☐ **Approved.** All leave taken for this reason will be designated as FMLA leave. Go to Section III for more information.
- ☐ **Not Approved:** (Select as appropriate)
  - ☐ The FMLA does not apply to your leave request.
  - ☐ As of the date the leave is to start, you do not have any FMLA leave available to use.
  - ☐ Other \_\_\_\_\_
- ☐ **Additional information** is needed to determine if your leave request qualifies as FMLA leave. (Go to Section II for the specific information needed. If your FMLA leave request is approved and no additional information is needed, go to Section III.)

**SECTION II – ADDITIONAL INFORMATION NEEDED**

We need additional information to determine whether your leave request qualifies under the FMLA. Once we obtain the additional information requested, we will inform you **within 5 business days** if your leave will or will not be designated as FMLA leave and count towards the amount of FMLA leave you have available. **Failure to provide the additional information as requested may result in a denial of your FMLA leave request.**

If you have any questions, please contact: \_\_\_\_\_ at \_\_\_\_\_  
(Name of employer FMLA representative) (Contact information)

**Incomplete or Insufficient Certification**

The certification you have provided is incomplete and/or insufficient to determine whether the FMLA applies to your leave request.  
(Select as applicable)

- ☐ The certification provided is incomplete and we are unable to determine whether the FMLA applies to your leave request. "Incomplete" means one or more of the applicable entries on the certification have not been completed.

Employee Name: \_\_\_\_\_

- ☐ The certification provided is insufficient to determine whether the FMLA applies to your leave request. “Insufficient” means the information provided is vague, unclear, ambiguous or non-responsive.

**Specify the information needed to make the certification complete and/or sufficient:** \_\_\_\_\_

You must provide the requested information no later than (provide at least 7 calendar days) \_\_\_\_\_ (mm/dd/yyyy), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

### **Second and Third Opinions**

- ☐ We request that you obtain a (☐ second / ☐ third opinion) medical certification at our expense, and we will provide further details at a later time. *Note: The employee or the employee’s family member may be requested to authorize the health care provider to release information pertaining only to the serious health condition at issue.*

## **SECTION III – FMLA LEAVE APPROVED**

As explained in Section I, your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave and will count against the amount of FMLA leave you have available to use in the applicable 12-month period. The FMLA requires that you notify us as soon as practicable if the dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against the total **amount of FMLA leave** you have available to use in the applicable 12-month period: *(Select as appropriate)*

- ☐ Provided there is no change from your **anticipated FMLA leave schedule**, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_.
- ☐ Because the leave you will need will be **unscheduled**, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised: *(check all that apply)*

- ☐ **Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **Based on your request, some or all of your available paid leave** (e.g., sick, vacation, PTO) **will be used during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **We are requiring you to use some or all of your available paid leave** (e.g., sick, vacation, PTO) **during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **Other:** \_\_\_\_\_  
(e.g., Short- or long-term disability, workers’ compensation, state medical leave law, etc.) Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

**Return-to-work requirements.** To be restored to work after taking FMLA leave, you (☐ will be / ☐ will not be) required to provide a certification from your health care provider (fitness-for-duty certification) that you are able to resume work. This request for a fitness-for-duty certification is *only* with regard to the particular serious health condition that caused your need for FMLA leave. **If such certification is not timely received, your return to work may be delayed until the certification is provided.**

A list of the essential functions of your position (☐ is / ☐ is not) attached. If attached, the fitness-for-duty certification must address your ability to perform the essential job functions.

### **PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.**

## FAMILY & MEDICAL LEAVE ACT (FMLA) FITNESS FOR DUTY CERTIFICATION

DO NOT PROVIDE MEDICAL DOCUMENTATION TO YOUR SUPERVISOR – SUBMIT DIRECTLY TO HR LEAVE COORDINATOR

Prior to returning to work, you must provide a Fitness for Duty Certification verifying whether you are able to return to work, if you have any job-related restrictions and the duration of any restrictions. You must return this completed Fitness for Duty Certification form to Human Resources as requested, or your return to work may be delayed or denied under the FMLA.

Please have your health care provider complete this form, and return it to Human Resources by: \_\_\_\_\_

Attached are the essential functions of the employee's position.

### SECTION A: TO BE COMPLETED BY EMPLOYEE

I give permission to my health care provider to supply Human Resources with the requested data for the purpose of determining whether I am fit to return to work after my FMLA leave. In addition, I authorize my health care provider to provide to Human Resources data regarding my fitness to return to work for the purposes of clarifying or authenticating information previously provided, or to provide missing information. I understand that the data I provide will be accessed by authorized personnel whose jobs reasonably require access, such as FMLA leave coordinators or claims management specialists.

Employee Name: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### SECTION B: TO BE COMPLETED BY HEALTH CARE PROVIDER

The employee is required to provide a complete and sufficient Fitness for Duty Certification, completed by his or her health care provider, prior to returning to work from FMLA leave.

**This certification is being sought only with regard to the particular health condition that caused the employee's need for FMLA leave.**

**If a list of the essential functions of the employee's position is included with this form, please consider these essential functions as you review the employee's fitness for duty.**

Date of medical examination: \_\_\_\_\_

I certify that, with regard to the particular health condition that caused the employee's need for FMLA leave, the employee is fit for duty and able to resume work.

Full/unrestricted duty, effective: \_\_\_\_\_ Modified duty, effective: \_\_\_\_\_

If modified duty, please describe restrictions, as well as duration of restrictions:

\_\_\_\_\_  
\_\_\_\_\_

The employee is not released to return to work.

I hereby certify that I have examined the employee named above, and declare that the statements made in this Fitness for Duty Certification are true and correct.

Provider name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Provider signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

### GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 DISCLOSURE

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for information. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

**File Attachments for Item:**

. Order 27,266 - rescinding Order 26,861 dated August 17, 2021 and adopting a revised Workers' Compensation Policy to replace the previous policy adopted on August 17, 2021



**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

**ORDER NO. 27,266**

**DATE: July 5, 2023**

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, Order No. 26,861 dated August 17, 2021 to approve a revised City of Cumberland Workers' Compensation Policy be and is hereby rescinded; and

**BE IT FURTHER ORDERED** that the attached and revised City of Cumberland Workers' Compensation Policy, be and is hereby adopted and effective this date and shall replace the previous policy adopted on August 17, 2021.

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

**Meeting Date:** July 5, 2023

Key Staff Contact: Ken Tressler

**Item Title:**

Personnel Policy revisions including: Worker's Compensation, Family Medical Leave Act, Extended Leave, Modified Duty and Non-union Employee Handbook.

**Summary of project/issue/purchase/contract, etc. for Council:**

We are implementing some minor changes, but for the most part we are just adding more detailed explanations.

**FMLA** (last update August 2021)

- FMLA required after 5 consecutive days of missing work – increased from 3 day in previous version.
- Better definitions of federal law, work week, serious health condition with examples, law as it affects spouses both employed by the city, types of leave explanations (regular, intermittent, reduced schedule), procedures for administering leave & ongoing medical certification requirements, military servicemember differences (26 week), combined 2<sup>nd</sup> and 3<sup>rd</sup> opinion sections, expanded explanation of the return-to-work procedure.

**Workers' Comp Policy** (last update August 2021)

- FMLA reference (kicks in after 5 days vs. 3).
- Human resources will be the sole custodian of medical info associated with workers comp.
- Employees have a choice of how they want to treat unused vacation as a direct result of compensable injuries. They can either roll the vacation over, get paid or a combination thereof.
- Vacation and sick time will accrue until FMLA has been exhausted (12 weeks).

**Extended Leave Policy** (policy practiced but not previously adopted by M&CC)

- Required if/when an employee has exhausted FMLA and wants to remain employed. Can be paid or unpaid.
- Can be extended to a maximum of one year from the initial absence date.
- The extension is automatic for compensable injuries (injuries or illnesses incurred at work) until they reach maximum medical improvement and still cannot return and as long as they comply with medical updates every 30 days.
- Vacation and sick leave do not accrue during extended leave.

**Modified Duty** (previous version – 1995)

- Major changes since previous version

- Non compensable injury/illnesses qualify
- Maximum period of 90 days vs. “The availability and length of modified duty will be determined by the City.”
- Establishes criteria for assigning employees to modified duty.
- Intended for employees that expect to return to full duty.
- Sufficient enough work for dept mission to warrant the assignment – we are not creating work to create work.
- City Administrator has final approval for each assignment.
- Preference will be given to employees injured at work vs illness/injury away from work.

#### **Employee handbook (Last Update – August 2019)**

- Vacation:
  - No need to show the tiers for employees hired prior to 7/1/1996 – they have all been here 25+ years so they are at the top tier (30 days of vacation).
  - Change the schedule to allow non-union employees to accrue vacation at a rate of 10 days per year effective July 1, 2023. What they earn in one fiscal year they can use in the next. The old schedule said for employees hired between January and June earn 5/12 of a day per month and only 5 days the following year and do not earn 10 days until the year after that – so for example an employee hired on April 1<sup>st</sup> 2023 will earn 1-1/4 days to use in FY 24 and will earn 5 days in FY 24 to use in FY 25.
  - We are allowing one week of vacation to carry-over from one year to the next. This should prevent employees from holding onto vacation until near the end of one year to save for unexpected events and then having to take it all at year-end.
- Holidays: We added Juneteenth
- Sick leave:
  - We added language to define sick leave and identified examples of sick abuse.
  - Added Safe/Sick language explaining that it pertains to the first 40-hours of sick leave each year.
  - Eliminated the “phase-in” language for the sick leave payout.
  - Added language to sick-leave payout specifying that the retirement paperwork has to be submitted to be eligible.
- Leave of Absence: Deleted this section as it will be covered with the new Extended Leave/Leave of Absence policy.
- Life Insurance: Noted the increase to \$25,000.
- Retirement: Deleted the Maryland State Retirement section as we no longer have any employees in this program and no new entries are allowed. The remaining retirement systems are the Alternate Contributory Pension System (ACRS), Reformed Contributory Pension Benefit System (RCPBS) and the Law Enforcement Officers Pension System (LEOPS).
- Insurance opt-out: Updated to the new cash amount and deleted the deferred comp option.
- Employee Assistance Program: Deleted the Western Maryland Health program due to lack of utilization and added detail about the Connect Care program offered thru our health insurance provider.
- Policies: Deleted policies no longer in use and added new ones.

# ***CITY OF CUMBERLAND WORKERS' COMPENSATION POLICY***

## **I. Introduction:**

The workers' compensation law of the State of Maryland (Title 9 of the Labor and Employment Article of the Annotated Code of Maryland, as amended from time to time, hereinafter referred to as the "WC Law") requires employers to provide certain benefits for injuries and illnesses experienced by their employees which arise out of and in the course of their employment. To the extent any of the provisions set forth hereinafter conflicts with the WC Law, the WC Law shall take precedence over the terms of this Policy.

## **II. Purpose and Scope:**

The safety and health of City employees is of paramount importance. In order to decrease the occurrence of work-related accidents and illnesses, the City encourages a preventive, proactive approach to the management of workplace injuries and illnesses so as to eliminate or mitigate existing and potential hazards. This Policy sets forth the City's practices and procedures relative to work-related injuries and illnesses, including but not limited to, the foregoing, claims procedures, medical treatment and the successful return-to-work.

This Policy applies to all full-time, part-time, temporary and seasonal employees.

## **III. Definitions:**

Appeal – An appeal of a decision of the Workers' Compensation Commission (the "Commission"). Appeals may be filed by the employee or the City, individually or with the assistance of an attorney. Employees may file appeals when the Commission does not grant them any or all of the relief they are seeking, such as a ruling that an injury or illness is not compensable, in whole or in part. Similarly, the City may file an appeal if it is dissatisfied with a ruling of the Commission.

City – Mayor and City Council of Cumberland, a Maryland municipal corporation, also known as the City of Cumberland.

Claim – A claim filed by an employee with the Commission wherein the employee alleges that he/she suffered an accidental personal injury or occupational disease arising out of and in the course of the performance of an assigned work task or tasks.

Modified Duty - An employee returns to work from a workers' compensation ("WC") leave of absence with physical limitations which necessitate the modification of assigned work tasks, such as lifting restrictions, frequent rest periods and props for arms or legs.

Policy – This Workers' Compensation Policy.

Reasonable Accommodation – An accommodation that fulfills any requirements of the Americans with Disabilities Act (“ADA”). A reasonable accommodation need not be the best conceivable accommodation. An employee who believes that a reasonable accommodation by the City would enable such employee to perform the essential functions of the job should promptly bring the matter to the attention of his/her immediate supervisor and Human Resources.

TTD means temporary total disability and generally refers to the period of time when an employee recovering from an injury is unable to perform the essential functions of the job due to ongoing medical procedures and the time required for healing and recovery.

#### **IV. Maintaining a “Safety First” Work Environment:**

Before undertaking a job assignment or task, it is City policy that supervisors and workers are responsible for considering what efforts will allow the assignment or task to be completed in a manner that is safe to the individuals performing the work and to individuals in the vicinity of the work being performed or reasonably expected to come within the vicinity of the work being performed and to implement necessary safety precautions.

##### **A. City duties:**

1. Investigate workplace safety procedures and provide appropriate training to employees of workplace safety practices;
2. Encourage supervisory receptiveness to and consideration of employee safety suggestions;
3. Hire qualified employees who (with or without a reasonable accommodation) are capable of meeting the physical requirements of the job and perform background investigations/reference checks for employee applicants, conduct periodic driving history checks for employees operating vehicles while on the job, and require pre-employment physicals for applicants or employee fitness-for-duty certifications before allowing an injured employee to return to the job; and
4. Provide training of this policy to supervisors and employees;
5. Debrief after an on-the-job injury or accident to assess whether a revision to safety practices and/or additional training might help to avoid future workplace injury or accidents.

**B. Employee duties:**

1. Before undertaking a task or job assignment, consider the safety practices necessary to avoid or minimize the risk of injury to self, fellow workers and the public;
2. Remind employees who are not engaging in safe workplace practices to do so;
3. Notify supervisors and/or department coordinators of an employee who is failing to observe appropriate safety procedures;
4. Promptly notify supervisors or department coordinators of any conditions that interfere with the safe performance of duties or pose avoidable risks or hazards to employees or the public.
5. Report any injury that takes place on the job;
6. Make suggestions for workplace safety precautions or training to supervisors or department coordinators;
7. Follow and implement the City's established safety rules, be accountable for one's personal safety by reporting hazardous conditions, wear personal protective equipment and ask questions when not understanding what is expected with respect to the performance of specific work tasks; and
8. Participate in training sessions relative to this Policy and/or safety procedures.

**V. Post-Incident/Post-Claim Procedures:**

**A. Employee post-incident requirements:**

1. Upon being injured or diagnosed with work-related occupational diseases (such as, carpal tunnel syndrome and heart disease) or experiencing any work-related incident that results in injury or illness, regardless of how minor, an employee must:
  - a. Notify his/her immediate supervisor as soon as possible (preferably on the shift during which the injury occurred) of any injuries sustained during the work shift in which the injury occurs.
  - b. Notify her/his immediate supervisor as soon as possible (preferably on the day the employee first learns of the diagnosis) upon learning of being diagnosed with a work-related occupational disease.

- c. Seek the appropriate medical treatment, as needed, at the emergency room of the hospital or in a physician's office of the employee's choice which accepts WC patients. If practical, the employee must take a Medical Information Form (Attachment 1) to medical providers each time the employee visits a health care provider for health care arising out of a workplace injury or occupational disease.
- d. Complete a written Employee's Injury/Accident Form (Attachment 2) within twenty-four (24) hours following the injury/accident that details the circumstances surrounding their injuries or the suspected cause of an occupational disease and immediately submit the completed form to the employee's supervisor or designee for workers' compensation claims.
- e. Cooperate with the employee's supervisor(s) while being interviewed for the completion of the required Supervisor's Incident Report by expeditiously providing accurate and complete information.
- f. Expeditiously provide accurate and complete details of the incident resulting in injury or the circumstances surrounding the perceived occupational disease to the individuals charged with investigating such matters;
- g. Cooperate with the City's WC insurance carrier ("WC Carrier") and risk manager.

**B. Interaction between the City's Workers' Compensation Policy and FMLA Leave Policy:**

An employee who is injured on the job may be simultaneously subject to the City's Workers' Compensation Policy and FMLA Leave Policy as follows.

1. Applicability of FMLA Leave Policy. Whenever an employee is unable to work due to a workplace injury for more than five (5) consecutive scheduled work days, such employee is subject to the City's FMLA Leave Policy in addition to the Workers' Compensation Policy. Such an employee should notify Human Resources to determine what the employee needs to do to comply with the City's FMLA Leave Policy.
2. Simultaneous Leave. An employee who is unable to work for more than five (5) consecutive work days due to a workplace injury or occupational disease shall simultaneously incur FMLA leave and accident leave. Human Resources will work with the employee's supervisor to code leave for purposes of pay so that the employee can receive his/her regularly weekly pay as long as such employee has eligible paid leave in conjunction with workers' compensation benefits.

3. An employee who exhausts FMLA leave may request a leave of absence in writing from the City Administrator. Such leave of absence should be requested prior to exhaustion of the employee's FMLA leave and as soon as the employee believes that he/she will be unable to return to work when his/her FMLA leave is exhausted. Such written request is to be addressed to the City Administrator. See separate Extended Leave / leave of Absence Policy.
4. Once FMLA leave is initiated, the employee will not be allowed to return to work until he/she presents a return to full duty release form from his/her treating physician or such employee has a detailed modified light duty slip approved by the City Administrator in accordance with the City's Modified Light Duty Policy.

**C. Employee requirements upon receipt of medical treatment:**

1. Cooperate and fully comply with any treatment and rehabilitation plans recommended by the employee's treating physicians and health care providers.
2. Work in conjunction with the employee's supervisor and health care providers towards a quick return-to-work.
5. Submit monthly "off work" slips from the treating healthcare provider to his/her supervisor or designee when off work due to any claimed work-related accident or occupational disease. Failure to provide such documentation in a timely manner will result in lost time without pay.
6. After being seen by a medical provider for any work-related accident or occupational disease, the employee must obtain a return to full-duty slip from their medical care providers even if there is no lost time prior to returning to work.
7. Cooperate with Human Resources in completing necessary documentation for Workers' Comp, OSHA and Maryland State Retirement and the continuation and/or termination of any payroll-deducted benefits.
8. Adhere to the City's most recent modified light duty policy if the employee's healthcare provider(s) determine that the employee is capable of performing light-duty work.
9. Cooperate with the City's WC Carrier.

**D. Supervisor responsibilities:**



1. In instances of severe injury (*e.g.*, shock, trauma, loss of limb, death), department managers or supervisors, or a designated person will adhere to the following severe injury procedures:
  - a. Immediately call 911 (to dispatch ambulance and police);
  - b. Preserve the accident scene and do not allow anyone that is not providing emergency help or stabilization onto the scene until the police officially secure it; and
  - c. Promptly notify the City Administrator and Human Resources.
2. Regardless of whether medical attention is required, supervisors will ensure that the Supervisor's First Report of Injury (Attachment III) is completed in its entirety for all injuries (*e.g.*, exposure to bloodborne pathogens, chlorine or other chemical exposures, or slips, trips or falls, etc.).
  - a. Complete the on-line report of injury/claims through the WC Carrier portal or call the carrier to report the injury immediately or within 24 hours of the claim. Obtain a claim number.
  - b. Provide the injured employee with the City's insurance carrier, mailing address and telephone number, and the claim number to use for medical treatment, as well as a prescription form if it is needed.
  - c. Submit to Human Resources a scanned copy or the original completed and signed Supervisor's and Employee's First Report of Injury, along with any witness reports prior to the end of the work day on the day of the injury.
  - d. Medical information received is to be handled as follows:
    - (i) Medical excuses received from the employee for doctor visits, lost time, and/or return to work forms must be forwarded to Human Resources. Return to work forms are provided by Human Resources. Nothing with a medical diagnosis or a treatment plan can remain in the department files. Human Resources shall be the sole custodian of medical notes and/or medical diagnoses or treatment plans.
    - (ii) If other medical information (*e.g.*, emergency room or medical reports, modified light duty restrictions or billing statements for medical services) is received, they may not be copied or shared. That type of medical information is protected by HIPPA and is confidential. Such documents must be immediately submitted to Human Resources in a sealed envelope. Such information shall

not be scanned, faxed or emailed and the department shall not retain electronic or paper copies of such documents.

- e. If appropriate, conduct an investigation of the incident to determine the root cause and initiate corrective action to prevent recurrences.
- f. Never make assurances that a claim will be ruled compensable. The insurance company, or ultimately the Commission, will make that determination. Record lost time as accident leave until Human Resources provides further instruction on how to code/enter time.
- g. Provide Human Resources with information regarding modified duty availability, if any, within the department.

E. Human Resources responsibilities:

- 1. Verify that the injured employee has received medical care where deemed necessary or appropriate.
- 2. Verify the receipt of the completed Supervisor First Report of Injury and signed Employee's Report of Injury. Provide assistance in obtaining accurate information.
- 3. Maintain the confidentiality of medical and personnel records.
- 4. Securely forward internal department reports, wage statements, doctor slips, medical reports, and medical bills to the WC Carrier.
- 5. Coordinate claims with employees and the insurance carrier to expedite payment of benefits on behalf of the injured employee.
- 6. Serve as liaison between the medical provider, when applicable, and the WC Carrier to ensure proper utilization of benefits and timely payments.
- 7. Maintain a collaborative relationship with the WC Carrier and share information pertinent to the resolution of each claim.
  - a. Work with the claims adjuster and nurse manager, so the employee can return to work as soon as possible;
  - b. Initiate contact with the assigned medical case worker to gain an understanding of the diagnosis, treatment plan and prognosis of the injured worker; and
  - c. Provide the claims adjuster, nurse manager, and/or medical case worker pertinent information about the injured employee's job functions, the City

modified duty policy and any modified duty assignment that may be available for the employee leading to an early return-to-work.

8. Track the following and process payment of the injured worker's time off.
  - a. If the injured employee was unable to work for more than five (5) consecutive days, accrue accident leave and FMLA leave run simultaneously.
  - b. To determine whether the employee may be eligible for TTD benefits, complete and submit the necessary documentation to the WC Carrier. Determine whether the injured employee is covered by a collective bargaining agreement (CBA) and coordinate TTD payments with the use of other available leave. Comply with any applicable CBA requirements.
  - c. Reverse any accident leave time awarded for claims that are determined not compensable by the WC Carrier (accident leave to sick and safe leave and/or sick leave); and for claims ultimately determined to be compensable by the Commission or the Court if it was previously determined not to be compensable (sick and safe leave and/or sick leave to accident leave).
  - d. Maintain communication with the injured worker, providing support and information regarding the City's WC policy, accident leave balance, procedures, net pay benefits in accordance with current CBA's, and elected continuance of health insurance and any other benefits the employee wants to maintain.
  - e. Provide guidance to supervisors in the areas of claims processing, procedures, modified duty, medical monitoring, and rehabilitation.
  - f. Coordinate the payment of medical bills for claims, by working with the WC Carrier and the medical provider when needed.

**F. Duties the WC Carrier should fulfill:**

1. Determine the compensability of the claim by determining if it meets the requirements of the WC Law;
2. Monitor the medical treatment of the injured employee by contacting the treating physician and/or medical facility ensuring that the appropriate treatment, based on established protocol, is rendered., as well as review and become involved with rehabilitation plans;
3. Make payments to the injured employees' treating physician or other medical facilities on behalf of the City;

4. Determine and process payment of TTD, if the injured worker is eligible for TTD payments;
5. Conduct investigations of incidents and, where fraudulent claims are found to have been made, pursue prosecution;
6. Refer the injured employee for independent medical examinations when further medical treatment, including surgery, is necessary; and
7. Pursue third party subrogation where a third party is fully, or partially responsible for the injury or illness of an employee.
8. Perform any and all obligations of the WC Carrier under the terms of the City's workers' compensation policy.

**VI. Accident leave (Procedures/Payroll Processing/ Pay Issues):**

- A. Accident leave is a leave designation created for purposes of simplifying the job of City supervisors and human resource personnel and of ensuring that an employee continues to receive his/her regular biweekly pay for up to sixty (60) calendar days following the event that allegedly injured such employee and causes him/her to miss work and file a workers' compensation claim. When an employee claims injury on the job, the City does not know:
  1. How long the employee will be unable to work;
  2. Whether the employee will be entitled to workers' compensation benefits and how long it will take for the determination to be made of whether the employee is entitled to workers' compensation benefits;
  3. If such employee is entitled to workers' compensation benefits, whether such benefits may eventually include TTD payments; or
  4. Whether such employee has sufficient sick leave, vacation leave and personal leave to be entitled to receive a regular paycheck and avoid the need to go on leave without pay pending the final determination of the types of leave required for such employee to continue to receive a regular paycheck, or whether such employee will have to go on leave without pay.
- B. Initially coding such employee's leave as accident leave and continuing to code the employee's leave as accident leave for up to but for not longer than sixty (60) calendar days will provide:

1. Adequate time for the preliminary determination to be made about the nature and cause of the injury and, therefore, how such time away from work should be finally coded for use of leave purposes;
  2. An employee who qualifies and complies with this policy and the FMLA Leave Policy with up to sixty (60) calendar days to recover and return to work without losing any regular pay during such period; and
  3. Will, if necessary, provide time for an initial TTD determination to be made and for TTD through the City's WC Carrier to be activated at the end of the sixty-day period.
- C. Accident leave for full-time employees will be processed through City payroll at the employee's base rate of pay at the time of the injury up to a maximum of sixty (60) calendar days. Accident leave will be paid for the first twenty-four (24) hours the employee is off regularly scheduled work following the day of injury; however, the employee is required to provide a medical off-work slip for any time off beyond the first twenty-four (24) hours in order to qualify for additional accident leave pay. The initial twenty-four (24) hour period need not be consecutive and will be determined on a calendar day (rather than a work day) basis.
- Accident leave for temporary, part-time, seasonal and contract employees will be processed through City payroll at the employee's current rate of pay up to a maximum of sixty (60) calendar days subject to the employee's contract and work schedule. Accident leave will be paid for the first twenty-four (24) hours the employee is off regularly scheduled work following the day of injury; however, the employee is required to provide a medical off-work slip for any time off beyond the first twenty-four (24) hours in order to qualify for additional accident leave pay. The initial twenty-four (24) hour period need not be consecutive and will be determined on a calendar day (rather than a work day) basis.
- D. If an employee becomes eligible for TTD benefits while on accident leave (up to a maximum of sixty (60) calendar days), the accident leave will continue until it is exhausted or until the employee returns to work within the accident leave 60 calendar day period.
- E. If the employee remains unable to work beyond a maximum of sixty (60) calendar days, accident leave coding will be terminated. Following accident leave, such TTD lost wage benefits as are permitted under the WC Law shall be paid to the employee by the WC Carrier. The employee will be removed from payroll. The employee will not be allowed to return to work or placed back on payroll until he/she presents a return to full duty release form from his/her treating physician or such employee has a detailed modified light duty slip approved by the City Administrator in accordance with the Modified Light Duty

Policy. If such employee is entitled to receive compensation in addition to the workers' compensation benefit as provided under a CBA, he/she may continue to receive the amount owed by the City in accordance with the CBA.

- F. If after or during the sixty (60) calendar days of accident leave the employee is determined ineligible for TTD wage loss benefits under the WC Law, all paid accident leave will be converted to sick and safe leave and/or sick leave if the employee has accumulated sufficient sick leave to cover his/her period of absence from work. If the employee does not have sufficient sick and safe leave or sick leave time accrued to convert the accident leave, any other accumulated accruals will be used to convert the accident leave. If all accrued balances are not sufficient to convert the accident leave, the employee will be allowed to carry a negative balance in his/her sick leave accruals until such time that negative balance is covered with newly accrued leave following the employee's return to work. If the employee terminates her/his employment with the City while having a sick leave negative balance, the hours owed will be deducted from any accruals (*i.e.*, vacation, personal, birthday) owed to the employee at termination. If the accruals are insufficient to wholly reimburse the City, the City shall be legally entitled to pursue collection of overpayments.
- G. An employee is not entitled to receive wages for accident leave and TTD from the City's WC Carrier, simultaneously. If an employee receives both simultaneously, the employee shall promptly notify his supervisor and the Human Resources and refund the overpayment. If the employee fails to refund such overpayment, such failure shall be grounds for separation from City employment and the City shall be legally entitled to pursue collection of the overpayment afforded to the employee because accident leave pay was provided to the employee.

## **VII. WC TTD Payments:**

- A. If the employee remains unable to work beyond sixty (60) calendar days, any additional lost time will be paid by means of TTD through the WC Carrier if the employee is eligible for TTD payments.
- B. If the employee receives TTD payments, the City will, if required by any CBA covering the employee, pay an additional amount (net benefit) which, when combined with the TTD payments, will equal the employee's regular net (after tax) pay. The net benefit is subject to pro-ration in the event that the employee's pay is split between accident leave and TTD during the payroll period. Required net benefits will stop upon the termination of TTD payments - or the end of the injured employee's compensation year (365 calendar days), whichever comes first.

All payroll deductions, will continue during accident leave. Payroll deductions will cease at the expiration of accident leave. Employee will need to request a "Leave of Absence" from the State of Maryland Retirement System as soon as the sixty (60)-calendar day period of accident leave expires. The employee will be responsible for directly paying the cost for any benefits they elect to continue. To continue benefits, the employee will need to schedule an appointment with Human Resources to make arrangements during the first pay period in which accident leave is not paid. Failure to adhere to this time frame will result in those benefits being terminated. Deductions to consider include, but are not limited to, Health Insurance, Dental Insurance, YMCA, Short- and Long-Term Disability, and Deferred Compensation.

#### **VIII. Compensation Year:**

1. If required conditions are met, the City will hold the position for employees injured at work for up to one year from the date of the incident. See the City's FMLA and Extended Leave policies for additional information on how Workers' Compensation is administered in conjunction with these policies. If the employee remains off work due to his work-related injury beyond the compensation year, the employee will be terminated from City service,.

#### **IX. Pay Increases:**

When an injured employee is on any type of WC leave, the employee does not qualify for pay increases, including but not limited to COLA's, longevity, and stipends. Once the employee returns to work the increase will be effective on his first day back to work. Stipends paid while the employee is off on WC leave will be pro-rated, taking into consideration leave applied to accident leave and TTD.

#### **XI. Accruals**

- A. **Unused Vacation:** When an employee on accident or TTD leave has not returned to work by the beginning of the new fiscal year or otherwise was unable to use their earned and available vacation, he/she shall have the choice to be paid any unused vacation on the pay day that includes the last working day in June or roll the accrued unused time into the new fiscal year.
- B. Holidays that fall while an employee is off on accident leave and/or TTD will be considered unearned, and the hours will be removed from the employee's accruals. Therefore, in cases where holiday time is completely exhausted prior to the injury, holiday time owed back to the City will be adjusted out of other available accruals for the current fiscal year. In cases where all accruals are exhausted, the employee's holiday accrual will carry a negative balance until the next fiscal year's accruals are loaded.

- C. Vacation and sick leave will not accrue after 12 weeks (FMLA period) during any month in which the employee is off the entire month.
- D. **WC and Retirement/Separation from Employment:** Upon retirement or separation from employment due to the inability to recover sufficiently to be capable of performing the essential functions of the job, an employee having an active WC claim will be paid for sick and vacation time according to the current WC Policy and the Full-Time Non-Union Employee Handbook or any CBA covering the employee. In the event an employee retires while still receiving TTD payments, the employee shall be responsible for reimbursing the City for the amount of any TTD benefit paid after retirement or separation from employment.
- E. An employee who receives disability retirement benefits for the same period such employee receives TTD shall reimburse the City for the amount of disability benefits simultaneously paid. An employee is not entitled to both disability retirement pay/benefits and TTD.



**File Attachments for Item:**

. Order 27,267 - adopting an Extended Leave/Leave of Absence Policy

**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

ORDER NO. 27,267

DATE: July 5, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT,** the attached Extended Leave/Leave of Absence Policy, be and is hereby  
adopted and effective this date.

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

**Meeting Date:** July 5, 2023

Key Staff Contact: Ken Tressler

**Item Title:**

Personnel Policy revisions including: Worker's Compensation, Family Medical Leave Act, Extended Leave, Modified Duty and Non-union Employee Handbook.

**Summary of project/issue/purchase/contract, etc. for Council:**

We are implementing some minor changes, but for the most part we are just adding more detailed explanations.

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- FMLA required after 5 consecutive days of missing work – increased from 3 day in previous version.
- Better definitions of federal law, work week, serious health condition with examples, law as it affects spouses both employed by the city, types of leave explanations (regular, intermittent, reduced schedule), procedures for administering leave & ongoing medical certification requirements, military servicemember differences (26 week), combined 2<sup>nd</sup> and 3<sup>rd</sup> opinion sections, expanded explanation of the return-to-work procedure.

**Workers' Comp Policy** (last update August 2021)

- FMLA reference (kicks in after 5 days vs. 3).
- Human resources will be the sole custodian of medical info associated with workers comp.
- Employees have a choice of how they want to treat unused vacation as a direct result of compensable injuries. They can either roll the vacation over, get paid or a combination thereof.
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**Extended Leave Policy** (policy practiced but not previously adopted by M&CC)

- Required if/when an employee has exhausted FMLA and wants to remain employed. Can be paid or unpaid.
- Can be extended to a maximum of one year from the initial absence date.
- The extension is automatic for compensable injuries (injuries or illnesses incurred at work) until they reach maximum medical improvement and still cannot return and as long as they comply with medical updates every 30 days.
- Vacation and sick leave do not accrue during extended leave.

**Modified Duty** (previous version – 1995)

- Major changes since previous version

- Non compensable injury/illnesses qualify
- Maximum period of 90 days vs. “The availability and length of modified duty will be determined by the City.”
- Establishes criteria for assigning employees to modified duty.
- Intended for employees that expect to return to full duty.
- Sufficient enough work for dept mission to warrant the assignment – we are not creating work to create work.
- City Administrator has final approval for each assignment.
- Preference will be given to employees injured at work vs illness/injury away from work.

#### **Employee handbook (Last Update – August 2019)**

- Vacation:
  - No need to show the tiers for employees hired prior to 7/1/1996 – they have all been here 25+ years so they are at the top tier (30 days of vacation).
  - Change the schedule to allow non-union employees to accrue vacation at a rate of 10 days per year effective July 1, 2023. What they earn in one fiscal year they can use in the next. The old schedule said for employees hired between January and June earn 5/12 of a day per month and only 5 days the following year and do not earn 10 days until the year after that – so for example an employee hired on April 1<sup>st</sup> 2023 will earn 1-1/4 days to use in FY 24 and will earn 5 days in FY 24 to use in FY 25.
  - We are allowing one week of vacation to carry-over from one year to the next. This should prevent employees from holding onto vacation until near the end of one year to save for unexpected events and then having to take it all at year-end.
- Holidays: We added Juneteenth
- Sick leave:
  - We added language to define sick leave and identified examples of sick abuse.
  - Added Safe/Sick language explaining that it pertains to the first 40-hours of sick leave each year.
  - Eliminated the “phase-in” language for the sick leave payout.
  - Added language to sick-leave payout specifying that the retirement paperwork has to be submitted to be eligible.
- Leave of Absence: Deleted this section as it will be covered with the new Extended Leave/Leave of Absence policy.
- Life Insurance: Noted the increase to \$25,000.
- Retirement: Deleted the Maryland State Retirement section as we no longer have any employees in this program and no new entries are allowed. The remaining retirement systems are the Alternate Contributory Pension System (ACRS), Reformed Contributory Pension Benefit System (RCPBS) and the Law Enforcement Officers Pension System (LEOPS).
- Insurance opt-out: Updated to the new cash amount and deleted the deferred comp option.
- Employee Assistance Program: Deleted the Western Maryland Health program due to lack of utilization and added detail about the Connect Care program offered thru our health insurance provider.
- Policies: Deleted policies no longer in use and added new ones.

# Extended Leave / Leave of Absence Policy

## 1. PURPOSE

Extended leave / leave of absence (ELLA) represents time away from work beyond what is afforded through the Family Medical Leave Act (FMLA), Uniformed Services Employment and Re-employment Act (USERRA), and other applicable laws. ELLA may be granted to regular full-time and regular part-time employees for periods up to one (1) year for personal reasons, such as attending to family matters or personal illness. ELLA must be requested in writing using the attached form. Periods up to one (1) year are inclusive of any time afforded under the Family Medical Leave Act (FMLA), Uniformed Services Employment and Re-employment Act (USERRA), and other applicable laws. Compensable injuries incurred at work receive automatic extended leave approval subject to conditions discussed below. Approval or denial of all other ELLA requests is at the discretion of the City Administrator. Extended leave is not granted for engaging in employment outside of the City of Cumberland or pursuing an independent business venture. If inadequate leave is available to cover the absence, the City Administrator may approve unpaid leave. When an employee receives approval for ELLA, whether paid or not, sick and/or annual vacation leave does not accrue. Employer contributions to employee benefits may not continue for the period of time that an employee's absence is unpaid. Employees may maintain certain benefits (health insurance for example) by making monthly payments. Leave accrual and employer contributions to employee benefits resume when the employee returns to paid status. In all cases the extended leave form has to be

## COMPENSABLE INJURIES/ILLNESS

Employees who sustain a compensable injury will have one year to return to full duty subject to the following provisions:

- a) They reach Maximum Medical Improvement (MMI) and are unable to return to work before the end of that year.
- b) They must provide the City with status updates every thirty (30) days and after every medical visit, *The documentation shall be provided to the city within five (5) days of the appointment.*
- c) The City may request the employee submit to an Independent Medical Exam (IME), at the City's cost, while the employee is on Workers' Compensation and/or before the employee returns to work.
- d) If the employee has health insurance coverage through the City they must pay the monthly employee portion to maintain their coverage during extended leave. The City will cancel the health insurance coverage if the employee drops more than thirty (30) days behind with their monthly payments.

**ALL OTHER ELLA INJURY /ILLNESS REQUESTS**

When a request for ELLA not related to a compensable injury is received, the City Administrator will make every effort to render a decision within fourteen (14) calendar days. In evaluating the request, the City Administrator will consider the request's impact on the City's operations and the employee's:

- a) Length of Service
- b) History of Use of Leave
- c) Disciplinary Actions
- d) History of job performance
- e) Ability or anticipated ability to return to work following the requested time period
- f) Impact of employee's absence to the department operations
- g) Employee cooperation with providing updated medical reports.

**ATTACHMENTS**

1. Extended Leave request form

# Extension of Leave Request

Employee: \_\_\_\_\_

Department: \_\_\_\_\_

FMLA Expiration Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Write why you are requesting an extension of leave in the space provided below.

Today's Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
Employee's Signature

I, \_\_\_\_\_ acknowledge that I am aware of the process for extended leave, and I understand that the extension of leave will affect current and future accruals such as but not limited to Sick, Vacation, and Holiday accruals earned. I also agree to provide monthly updates from my treating physician to Human Resources in regards to my condition, projected full recovery date, and diagnosis codes. I will provide an FMLA Fitness for Duty Certification form prior to returning to work and any other documentation that is needed to prove my ability to return to work.

\_\_\_\_\_  
Employee's Signature

-----  
Do not write in the space below.

\_\_\_\_ Approved  
\_\_\_\_ Denied

Notes:

**File Attachments for Item:**

. Order 27,268 - rescinding Order 22,333 dated May 16, 1995 and adopting a revised Modified Duty Policy to replace the previous policy adopted on May 16, 1995



**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

**ORDER NO. 27,268**

**DATE: July 5, 2023**

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT,** Order No. 22,333 dated May 16, 1995 to establish a City of Cumberland Modified Light Duty Policy be and is hereby rescinded; and

**BE IT FURTHER ORDERED** that the attached and revised City of Cumberland Modified Duty Policy, be and is hereby adopted and effective this date and shall replace the previous policy adopted on May 16, 1995.

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

**Meeting Date:** July 5, 2023

Key Staff Contact: Ken Tressler

**Item Title:**

Personnel Policy revisions including: Worker's Compensation, Family Medical Leave Act, Extended Leave, Modified Duty and Non-union Employee Handbook.

**Summary of project/issue/purchase/contract, etc. for Council:**

We are implementing some minor changes, but for the most part we are just adding more detailed explanations.

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  - No need to show the tiers for employees hired prior to 7/1/1996 – they have all been here 25+ years so they are at the top tier (30 days of vacation).
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- Employee Assistance Program: Deleted the Western Maryland Health program due to lack of utilization and added detail about the Connect Care program offered thru our health insurance provider.
- Policies: Deleted policies no longer in use and added new ones.

# MODIFIED DUTY POLICY

Generally, Employees must be able to perform all of the activities and responsibilities of their job. Injury or illness result in lost production and income, diminish Employee self-esteem and affect the Employee/Employer relationship. Injuries and illnesses also may temporarily render an individual unable to perform his or her duties. When this occurs, the Employer, at its discretion, may temporarily assign an Employee who suffers a health condition to a modified-duty status. An Employee's early return to work in a limited non-permanent capacity serves to lessen the financial impact to the residents of the City, preserves a balance of respect between Employees and the Employer, and presents a positive message to the remaining work force.

It is the intent of the City to strive to return all injured or ill Employees to productive work in a timely fashion, compatible with the medical condition of the Employee and workplace safety. Modified-duty status will be generally considered for all full-time Employees, unless an Employee is totally disabled or medically determined unable to work.

## **Scope.**

- a. These guidelines set forth herein apply only to an Employee who is expected to return to full duty in their previously-held position within a prescribed time period.
- b. The modified duty assignment will not become a permanent assignment. The total number of days that an Employee may be assigned modified duties may not exceed ninety (90) consecutive calendar days in any consecutive twelve (12)-month period for the same injury.
- c. Modified duty assignments are limited. Priority will be given to those that have incurred a job-related injury or illness. This may include bumping a previously assigned individual with a non-work-related health issue.

**Definitions.** The following terms pertinent to these guidelines have the meaning indicated:

- a. "Appointing Authority" means the person or persons who have the power to make appointments and to terminate employment.
- b. "Appropriate assignments" are duties at the same pay grade consistent with the recovering Employee's physical condition.
- c. "Modified Duty" means a temporary assignment of job tasks (not necessarily within his or her normal job classification (or pay grade) nor within his or her normal department) which is compatible with an Employee's medical restriction(s) and supports an early return to full duty.
- d. "Medical Restrictions" means limitations on the types and duration of physical effort the Employee can tolerate, e.g. physical tolerances (sitting, standing, pushing/pulling, carrying,

lifting, kneeling/squatting, walking, etc.); duration tolerances (hours at a time or hours per day); environmental tolerances (noise, heat/cold, dust, dampness, heights, chemicals, fumes, gases, vibration, etc.); and treatment needs (therapy appointments, hot/cold treatments, medication needs and side effects, etc.).

- e. "Temporary Physical Disability" is any medical condition which is not permanent, but which restricts an employee from performing the normal duties of their classification.

**Procedures for Granting a Modified Duty Assignment.**

- a. In order to be considered for a modified duty assignment, an Employee shall submit an original physician's certificate to the Employer's Human Resources Director or designated department representative.
- b. The physician's certificate shall include:
  - Statement that the physician has reviewed job description;
  - Statement that the Employee may return to work;
  - A diagnosis of an employee's illness or impairment within the confines of HIPPA (Health Insurance Portability and Accountability Act of 1996);
  - A prognosis for recovery;
  - The estimated date when the Employee will be fully recovered; and
  - Any medical restrictions to be considered when identifying a limited duty or modified-duty status.
- c. If the documentation provided by the Employee as noted above is incomplete or unclear, the Human Resources Director or Appointing Authority may request that the Employee secure more detailed medical information.
- d. The Human Resources Director, at the direction of the Appointing Authority, may arrange for a subsequent medical opinion for the purpose of determining whether the Employee has a medical restriction which would prevent the Employee from performing limited or modified-duty assignments, or to verify the findings and the opinion of the Employee's physician.
- e. Regardless of a modified-duty assignment, the physician's certificate shall be updated and submitted by the Employee to the Human Resources Director or designated department representative at least every thirty (30) calendar days during a medically restricted status.
- f. Absent approval by the City Administrator, employees may not work secondary employment while in a modified duty assignment status.,

**Appropriate Assignment.**

- a. If, based on the Human Resources Director's recommendation, after concurrence by the Appointing Authority and Department Head, that adjustment of modified duties will not be

harmful to the Employee, will not create an undue hardship on other Employees, and will not adversely affect the work of the assignment location, the Employee's supervisor and the Human Resources Director shall determine an appropriate assignment considering the Employee's medical restrictions and the City's needs. The department making modified duty available must determine that it has work deemed significant enough to its mission to warrant a modified duty assignment. The Department Supervisor and Human Resource Director will present the recommendation to the City Administrator for final approval.

- b. If approved by the City Administrator, the assignment shall be reevaluated and updated, as applicable, by the Human Resources Director and Employee's supervisor upon submission and review of the Employee's physician's 30-day certificate on the Employee's medical progress.
- c. Every effort will be made to assign the employee within their department and job classification (pay grade). However, if an appropriate assignment is not available in the Employee's job classification (pay grade) within his or her assigned department, the Employee may be given other job tasks to perform that accommodate his or her work restrictions at the same pay grade outside his or her department.
- d. A recovering worker may not be assigned work tasks under modified-duty status inconsistent with the physician's medical restrictions or as determined by the Employer's physician.
- e. If the Employer is unable to accommodate the recovering Employee's restrictions, the Employee will remain on accident or other leave as available under the City's Personnel Policies until such time as an appropriate assignment or location is identified, or the Employee's condition improves sufficiently to allow him or her to be assigned.
- f. The Human Resources Director, or the Employee's supervisor, with concurrence from the Human Resources Director, will notify the recovering Employee of his or her modified-duty responsibilities. Said notice may be in writing when necessary. The Human Resources Director, Employee, and the Employee's supervisor shall review the Employee's work assignment, duties to be performed, and work restrictions as applicable.
- g. Modified-duty assignment will be terminated if it is discovered and verified that the employee has otherwise violated their doctor's orders (for example: secondary employment, going to the gym or other recreational activities). This situation will not be tolerated and the employee will be subject to further disciplinary action to include termination.

**Section 7.205, Refusal of Limited Duty or Modified Duty.**

- a. An Employee who refuses to cooperate in medical evaluations shall be disciplined accordingly.
- b. An Employee who refuses a modified-duty assignment shall be on a leave of absence without pay for medical reasons; and
- c. Any Employee who refuses a modified-duty assignment shall be reported to the Worker's Compensation Carrier, and a request shall be made by the Appointing Authority for a suspension of temporary total benefits.

**Section 7.206, Implementation of Guidelines.** The implementation of these guidelines shall not contravene or conflict with any duty or act required by the Employer under the Family and Medical Leave Act; and/or the Americans with Disabilities Act.

**File Attachments for Item:**

. Order 27,269 - rescinding Order 26,489 dated August 6, 2019 and adopting a revised Handbook for Full-Time Non-Union Employees to replace the previous handbook adopted on August 6, 2019



**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,269

DATE: July 5, 2023

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, Order No. 26,489, dated August 6, 2019, adopting a revised “Handbook for Full-Time Non-Union Employees” be and is hereby rescinded; and

**BE IT FURTHER ORDERED**, that the attached “Handbook for Full-Time Non-Union Employees” be and is hereby adopted effective this date.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

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**Workers' Comp Policy** (last update August 2021)

- FMLA reference (kicks in after 5 days vs. 3).
- Human resources will be the sole custodian of medical info associated with workers comp.
- Employees have a choice of how they want to treat unused vacation as a direct result of compensable injuries. They can either roll the vacation over, get paid or a combination thereof.
- Vacation and sick time will accrue until FMLA has been exhausted (12 weeks).

**Extended Leave Policy** (policy practiced but not previously adopted by M&CC)

- Required if/when an employee has exhausted FMLA and wants to remain employed. Can be paid or unpaid.
- Can be extended to a maximum of one year from the initial absence date.
- The extension is automatic for compensable injuries (injuries or illnesses incurred at work) until they reach maximum medical improvement and still cannot return and as long as they comply with medical updates every 30 days.
- Vacation and sick leave do not accrue during extended leave.

**Modified Duty** (previous version – 1995)

- Major changes since previous version

- Non compensable injury/illnesses qualify
- Maximum period of 90 days vs. “The availability and length of modified duty will be determined by the City.”
- Establishes criteria for assigning employees to modified duty.
- Intended for employees that expect to return to full duty.
- Sufficient enough work for dept mission to warrant the assignment – we are not creating work to create work.
- City Administrator has final approval for each assignment.
- Preference will be given to employees injured at work vs illness/injury away from work.

#### **Employee handbook (Last Update – August 2019)**

- Vacation:
  - No need to show the tiers for employees hired prior to 7/1/1996 – they have all been here 25+ years so they are at the top tier (30 days of vacation).
  - Change the schedule to allow non-union employees to accrue vacation at a rate of 10 days per year effective July 1, 2023. What they earn in one fiscal year they can use in the next. The old schedule said for employees hired between January and June earn 5/12 of a day per month and only 5 days the following year and do not earn 10 days until the year after that – so for example an employee hired on April 1<sup>st</sup> 2023 will earn 1-1/4 days to use in FY 24 and will earn 5 days in FY 24 to use in FY 25.
  - We are allowing one week of vacation to carry-over from one year to the next. This should prevent employees from holding onto vacation until near the end of one year to save for unexpected events and then having to take it all at year-end.
- Holidays: We added Juneteenth
- Sick leave:
  - We added language to define sick leave and identified examples of sick abuse.
  - Added Safe/Sick language explaining that it pertains to the first 40-hours of sick leave each year.
  - Eliminated the “phase-in” language for the sick leave payout.
  - Added language to sick-leave payout specifying that the retirement paperwork has to be submitted to be eligible.
- Leave of Absence: Deleted this section as it will be covered with the new Extended Leave/Leave of Absence policy.
- Life Insurance: Noted the increase to \$25,000.
- Retirement: Deleted the Maryland State Retirement section as we no longer have any employees in this program and no new entries are allowed. The remaining retirement systems are the Alternate Contributory Pension System (ACRS), Reformed Contributory Pension Benefit System (RCPBS) and the Law Enforcement Officers Pension System (LEOPS).
- Insurance opt-out: Updated to the new cash amount and deleted the deferred comp option.
- Employee Assistance Program: Deleted the Western Maryland Health program due to lack of utilization and added detail about the Connect Care program offered thru our health insurance provider.
- Policies: Deleted policies no longer in use and added new ones.

# CITY OF CUMBERLAND



## Handbook *for* Full-Time Non-Union Employees

July, 2023 Update

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## **Introduction and Employee Group Definition**

This document is designed to provide information about present working conditions, employment benefits, and the policies affecting your employment as a full-time non-union employee with the City of Cumberland.

**A full-time non-union employee is defined as an employee who works forty (40) hours per week in a position that is eligible for benefits and does not belong to a bargaining unit.**

You should read, understand and comply with all provisions designed by the City to benefit employees. One of our main objectives is to provide a work environment that is conducive to both personal and professional growth.

Notwithstanding anything stated or implied in this handbook to the contrary, it does not constitute an express or implied contract and it does not confer you with any contractual rights or benefits. This handbook may not be treated as a contract in any way. Further, all unwritten policies and practices regarding employment benefits are hereby disclaimed and are of no further force and effect.

No document can anticipate every circumstance or question about a policy. As City government continues to grow and as circumstances change, so do policies. Accordingly, the City reserves the right to revise, supplement, or rescind any policy or portion of this Handbook from time to time as it deems appropriate. Such changes shall be made in its sole and absolute discretion, by order of the Mayor and City Council. As these changes are made, revisions will be posted on the City's website and the City will endeavor to provide you with notification.

## **PAYROLL REQUIREMENTS**

The City of Cumberland has a paperless payroll process. Therefore, it is mandatory that all employees enroll in Direct Deposit by completing the Authorization for Direct Deposit. A new Direct Deposit form is required for any changes, including but not limited to changes in bank routing information.

## **VACATION**

Beginning with the first day of probationary employment, full-time non-union employees shall be entitled to receive vacation days with pay, in accordance with the following provisions. The number of days of vacation an employee is entitled to receive in any current fiscal year shall be based upon the prior fiscal year(s)' work. Reference to vacation days shall mean vacation taken during working days.

### **I. Full-time Non-Union Employees Hired Prior to July 1, 1996**

Full time non-union employees hired prior to July 1, 1996 are entitled to receive thirty (30) days' vacation, with pay.

### **II. Full-time Non-Union Employees Hired July 1, 1996 and After**

Retroactive to the first day of probationary employment, full-time non-union employees hired July 1, 1996 and after, shall earn and ultimately be entitled to receive twenty-five (25) working days' vacation, with pay, based on the following schedule:

- a) Vacation earned in one fiscal year to be used the following fiscal year.
- b) Employees earn vacation at the rate of ten (10) days per year in their first "partial" year. The vacation will be prorated according to the number of months worked divided by 12 and rounded up to whole days. For example: An employee is hired in November and worked through June. They will earn  $8/12 \times 10$  or 7 days of vacation.
- c) Employees will continue to earn vacation at a rate of ten (10) days per year until they have completed two full fiscal years. To be considered a "full fiscal year" employees have to have been employed on the last day of the previous fiscal year.

- d) After completion of two (2) full fiscal years the employee will earn vacation based on the following schedule:

Entry through Second full fiscal year .....	10 Days
Third through fourth fiscal year .....	15 Days
Fifth through ninth fiscal year .....	20 Days
Tenth fiscal year and above .....	25 Days

Each department shall adopt a system for scheduling vacation privileges and during each fiscal year shall grant a preference for the major portion of said vacation to those employees with seniority in service. Such system shall be a matter of record, available for review by the Human Resources Officer or other person(s) designated by the Mayor and City Council.

Full-time non-union employees are entitled to roll up to one-week (forty (40) hours) of unused vacation to the following fiscal year.

Employees shall receive payment for their unused vacation for the current fiscal year and the prorated portion of the vacation due for the next fiscal year upon separation from employment except in the case of termination for cause. For employees who become separated from their employment with the City due to death, their vacation benefit payment shall be paid to the persons designated as their beneficiaries under the terms of the life and accident insurance the City maintains on their behalf, as provided for hereinafter.

### **HOLIDAYS**

All full-time non-union employees shall be entitled to the following holidays, beginning with the first day of probationary employment:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day



Juneteenth  
Independence Day (July 4<sup>th</sup>)  
Labor Day  
Columbus Day  
General Election Day (Bi-annually)  
Veteran's Day  
Thanksgiving and the day following  
Christmas Day  
Employee's Birthday

In addition to the holidays listed above, when Independence Day (July 4), Christmas Day, or New Year's Day falls on Tuesday, the immediately preceding Monday shall be granted as a day off. When Independence Day (July 4), Christmas Day or New Year's Day falls on Thursday, the immediately following Friday shall be granted as a day off.

When any of the above holidays fall on Saturday, the immediately preceding Friday shall be granted as the day off.

When any of the above holidays fall on Sunday, the immediately following Monday shall be granted as the day off.

Employees birthdays must be taken in full days and within one week of the employee's birthday.

When any of the holidays or days off provided for in this section fall within a paid leave period, no sick or vacation leave will be charged.

Employees shall be paid for the holidays and days off identified in this section.

## **PERSONAL DAYS**

Full-time non-union employees shall be entitled to one (1) personal day per fiscal year. Personal days may not be carried over from year to year.

## **SICK LEAVE**

Statement of Principles: The following principles apply regarding sick leave use.

- a) Sick leave is not intended to be a form of vacation. It is only to be used when the employee is ill and, because of that illness, should not be at work.
- b) Curbing sick leave abuse is a valid City interest. The employees share this interest because such abuse threatens a valuable benefit and imposes unfair work burdens on those who do not abuse the benefit.
- c) Efforts to identify and halt sick leave abuse should, if possible, focus on an individual's sick leave usage/abuse rather than penalizing all employees for individuals' sick leave abuse.
- d) An individual who abuses sick leave is properly subject to progressive discipline.
- e) Sick leave abuse is best determined by patterns of absence due to alleged illness or injury. The most common patterns are listed below, though other patterns are possible.
  - Frequent one (1) or two (2) day absences, as opposed to absences which exceed two (2) consecutive workdays.
  - Consistently high utilization of sick leave from year to year.
  - Use of sick days clustered around scheduled time off (holidays, weekends, etc.).
  - Use of sick days clustered around certain kinds of work.
  - Use of sick leave when that use can be related to certain features of an employee's schedule.

All full-time non-union employees shall be entitled to sick leave benefits as follows:

- a) The City Safe and Sick Leave Policy governs the first 40 hour of sick leave utilized each fiscal year. See safe and sick policy for details.

- b) Beginning with the first day of probationary employment, employees shall earn one and one-quarter (1 ¼) days of sick leave for each month of employment or portion thereof. Such sick leave may be taken for personal illness only, unless otherwise specifically authorized through directives of the Mayor and City Council.
- c) Sick leave shall be credited to the account of the employee at the beginning of each month.
- d) Each department must regularly review sick leave balances in the City's payroll system to verify accuracy.
- e) At the time of retirement from City employment, a full-time non-union employee shall be eligible to receive payment for unused sick leave in an amount not to exceed eighty (80) days. Notwithstanding the foregoing, employees participating in the LEOPS Pension Plan shall be ineligible to receive payment at retirement for unused sick leave.
- f) For the purpose of paragraphs 5 and 6 above, "time of retirement" is defined as being the time at which the employee has been approved for receipt of benefits through the State of Maryland Retirement System and has submitted their retirement paperwork

Full-time non-union employees shall be required to present a doctor's certificate if absent for more than two (2) consecutive work days. If it appears that an employee is abusing sick leave, a doctor's certificate may be required for one (1) day's absence. Should an employee be off five (5) times or more during any fiscal year, a doctor's certificate stating the nature of illness will be required for the sixth absence and each absence thereafter. Misuse of sick leave shall constitute grounds for dismissal. In order to receive paid sick leave, employees must notify their department heads or other designated "persons-in-charge" within fifteen (15) minutes after the time set for the commencement of their work duties.

## **OTHER LEAVE**

Beginning with the first day of probationary employment, full-time non-union employees shall be granted leave in the following instances:

### **A. Bereavement Leave:**

- a) Five (5) working days shall be granted for the death of an employee's spouse, child, parent stepchild, stepparent, or grandchild.
- b) Three (3) working days shall be granted for the death of an employee's brother, sister, mother-in-law, father-in-law, grandparent, half-sibling, stepparent, or stepsibling.
- c) One (1) working day shall be granted for the attendance of the funeral of an employee's grandparent, brother or sister of the employee's current legal spouse. This provision shall also apply if the spouse is deceased and the employee has not remarried.
- d) There shall be allowed during any given year a period of two (2) days leave, chargeable to sick leave, for the purpose of allowing an employee to act as pallbearer for a relative. Said leave may be taken in one-half (1/2) or one (1) day increments, not to exceed one (1) day for any given situation.

### **B. Unexpected Emergency Leave**

Full-time non-union employees shall be entitled to leave in the event of an unexpected emergency arising within their immediate families, as well as emergencies pertaining to stepchildren and grandchildren. Said leave shall not exceed five (5) days in any one (1) fiscal year and, when taken, shall be charged to the employee's sick leave for that fiscal year. For the purpose of the entire section of this Handbook covering "Other Leave," "immediate family" is defined as the spouse, son, daughter, mother or father of the employee.

### **C. Leave for Court Appearances and Jury Duty**

Beginning with the first day of probationary employment, full-time non-union employees will be granted paid leave for the following reasons:

- a) Attending court as a subpoenaed witness, or as a witness on behalf of the City;

- b) Serving required jury duty.

There shall be no accumulation of other leave.

## **MILITARY SERVICE**

### **I. Active Military Service**

Seniority shall be guaranteed to full-time non-union employees who are inducted into the Armed Forces of the United States, or who may be required to perform obligated active duty because of being affiliated with a reserve component, or who may be recalled to active service because they possess military or civilian occupational specialty codes which covers skills needed by the military service. Upon their return to civilian life, employees will be guaranteed positions which shall be equal to the ones they held prior to their military service, provided they receive Certificates of Satisfactory Completion of Duty, they make application for re-instatement within ninety (90) days, and they are still qualified to perform the duties of such positions. Full-time non-union employees who report for active military service shall be paid all accrued vacation benefits on the date they leave City employment.

### **II. Active Duty for Training**

Full-time non-union employees who are members of the National Guard or any of the reserve components of the Armed Forces of the United States will be granted military leave to perform active duty for training for a period of time not to exceed fifteen (15) working days in the period from October 1<sup>st</sup> through September 30<sup>th</sup> of the following year, provided said employees receive orders to report for such duty from competent authority. While on such leave, they shall be paid their regular gross salary less the amount received from the federal and/or state government for their training.

In order to be granted military leave without loss of time or annual leave, and to receive City pay while on said leave, a copy of the official orders must be submitted to the Human Resources Office prior to the date of departure.

**NOTE:** Accidental Death and Death Provisions of the City-Paid Accident and Life Insurance Policy do not apply to persons who are on active duty in the Military Service.

## **INSURANCE**

### **Medical and Hospitalization Benefits**

Health insurance benefits and premium payments shall be established for full-time non-union employees as follows:

All full-time non-union employees, as well as those non-union employees who work thirty (30) or more hours a week on a regular basis, are entitled to medical and hospitalization insurance with the City of Cumberland with premiums paid based on the table below. Any employee who works less than a full-time schedule but who work thirty (30) or more hours a week on a regular basis is entitled to medical and hospitalization insurance; however, those employees shall have these benefits addressed in an employee contract. Those employees may choose from the following categories (inclusive but not limited to): Individual, Parent/Child, Husband/Wife and Family.

**All employees covered by this health insurance benefit are responsible for notifying Human Resources immediately of any life status changes (e.g., births, death of a covered individual, divorce), with documentation relative thereto being provided within thirty (30) days of any such changes.**

**IMPORTANT: Failure to provide adequate notification as specified above within thirty (30) days could result in the insurance company's refusal to cover medical expenses.**

The following plan options are available:

#### **Option #1 – High Option Insurance**

- Non-union - 20%

- Non-union Police - 20%

#### Option #2 – Low Option Insurance

- Non-union - 10%
- Non-union Police – 10%

This health care insurance also includes vision and prescription drug coverage.

Full-time non-union retirees under the age of 65 are responsible for payment of 100% of their health insurance premium if they desire to continue those benefits after their retirement. Administration of this program is handled through the Human Resources Department. Each employee shall receive a booklet explaining the various features and details of the City's health insurance plan. Employees are encouraged to refer to this booklet for questions they may have regarding coverage and benefits.

### **LIFE AND ACCIDENT INSURANCE**

It is the policy of the City that full-time non-union and probationary employees will be eligible for twenty-five thousand dollars (\$25,000.00) life insurance coverage and up to twenty-five thousand dollars (\$25,000.00) accidental death and dismemberment insurance coverage. The City of Cumberland will pay the premium in its entirety.

The above coverage ceases on the last day of employment. However, if an employee who has been terminated or who retires so desires, he may convert the insurance by contacting the carrier and making application within thirty-one (31) days of the date of employment termination.

**NOTE:** The accidental death and ordinary death provisions of the City-paid accident and life insurance policy do not apply to persons who are on active duty in the military service.

The State Retirement System also provides for a death benefit and any employee enrolled in the State Retirement System is eligible for a death benefit. See your State Retirement Plan Document for details.

## **RETIREMENT**

The City of Cumberland is a member of the Maryland State Employee's Retirement System, which provides retirement income and income for certain surviving dependent's disability or death benefits, should either occur prior to retirement.

Enrollment in the State Pension System is mandatory upon employment. Basic information about each retirement plan appears below. Additional detail can be obtained from the Human Resources or directly from the State Retirement website (<https://sra.maryland.gov/>).

### **I. Alternate Contributory Pension System:**

Normal Service Retirement: Age 62 ..... Five Years' Service  
Age 63 ..... Four Years' Service  
Age 64 ..... Three Years' Service  
Age 65+ ... Two Years' Service  
Any Age ... 30 Years' Service

Early Retirement: Age 55 with 15 or more years of eligibility with reduced benefits.

Please refer to pension handbook for specific details.

### **II. Reformed Contributory Pension Benefit (Effective for Employees hired on or after July 1, 2011)**

Normal Service Retirement: Age 65 with 10 years eligibility service or as determined by the Rule of 90. (Members become eligible once the sum of their age and eligibility service is at least 90. Example: At age 57 with 33



years of service; at age 60 with 30 years of service  
or at age 63 with 27 years of service.)

Early Retirement: Age 60 and 15 years of service – subject to benefit reduction

Please refer to pension handbook for specific details.

### **III. Law Enforcement Officers Pension System**

Normal Service Retirement: - Age 50

- 25 Years of Eligibility Service

Early Retirement: Non-Applicable.

Please refer to pension handbook for specific details.

All full-time non-union employees with at least ten (10) years creditable service with the City may receive retirement service credit of up to five (5) years for military service while on active duty or reserves with the Armed Forces of the United States. The time spent on active duty is counted as time on the job for retirement purposes.

All full-time non-union employees may receive a service credit for unused sick leave in accordance with applicable State of Maryland Retirement System rules.

### **MEDICAL DISABILITY RETIREMENT**

When employees feel they can no longer perform the essential functions of their positions due to on-the-job injuries or illnesses or non-work related injuries or illnesses, they can make application for a disability retirement through the State of Maryland Retirement Agency. The necessary paperwork can be obtained through the Human Resources Department. Once the State Retirement Agency completes the review and a determination is made that the individual is permanently disabled and can no longer perform the essential job functions, the employee must make application and accept the retirement by the **FIRST** of the following month after receiving written notification or their employment will be terminated.

## **POLL WORKERS FOR ELECTIONS**

The Mayor and City Council of Cumberland, Maryland, do hereby adopt rules and regulations governing employees of the City of Cumberland, Maryland for applying for positions of Poll Workers with the Allegany County Board of Elections as follows:

**WHEREAS**, individuals are needed to work at polling places during the Primary and General Elections, meeting the qualifications of being a Registered Voter, having the ability to speak, read, and write the English language, in order to provide for a greater awareness of the election process, the rights and responsibilities of voters and the importance of participating in the electoral process, as well as to provide an additional workforce for our elections.

City employees who volunteer to work will receive the following compensation:

Primary Election:      Eight (8) hours of pay at the employee's regular rate  
                                 Salary received by poll workers  
                                 No loss of vacation or personal time

General Election:      Eight (8) hours of pay at the employee's regular rate  
                                 Salary received by poll workers  
                                 No loss of vacation or personal time

Employee is responsible for obtaining written approval of their Director and/or immediate supervisor prior to applying to the Allegany County Board of Elections Supervisor to participate in the Election process.

## **DRESS CODE POLICY**

### **Purpose:**

The City of Cumberland dress code policy should be used to help employees present themselves in a professional way to citizens, colleagues and vendors. Regardless of the department, an employee's appearance reflects ourselves and the City. The goal of this policy is to maintain a professional appearance while not offending individuals we may encounter. As representatives of the City, employees must adhere to the dress code policy.

The dress code policy applies to all office employees (administrative, supervisor, technical and professional employees) of the City of Cumberland. Forward facing employees should make every effort to be attired in a manner that reflects a positive and professional appearance.

### **City of Cumberland Dress Code Policy:**

- In general, Monday through Thursday, the dress code for employees is business casual unless the day's tasks and responsibilities (i.e. working out in the field) require otherwise or they are told otherwise by a manager or supervisor.
- In general, Friday allows the opportunity to dress down in a more casual fashion while still projecting a professional image.
- Staff that have direct contact with the City's vendors or other visiting dignitaries should follow a dress code of business professional during visits and meetings.
- Employees must present themselves in a clean and professional manner. Clothing should be within the guidelines and be free of holes, tears, or rips.

### **General Guidelines:**

The City urges employees to use common sense and sound judgment when it comes to selecting their work attire. When in doubt, refer to the formal side. To assist you, here are a few broad guidelines to follow:

- All clothing should be clean, ironed and in good shape. Refrain from wearing clothes that have tears, rips, holes or stains.

- All employees should maintain an acceptable level of bodily hygiene to ensure that interactions with other staff and citizens remain positive and pleasant.
- Work clothes should be professional, which means that they should not be too revealing or casual.
- Clothing should be without offensive language, inappropriate designs or large logos.

### **What to wear:**

Here is a general overview of acceptable business casual wear, inclusive of all genders, which should be used to set the general parameters for proper judgement about items that are not specifically addressed. A good rule of thumb is that if you are not sure if something is acceptable, choose something else or inquire of your supervisor ahead of time.

- Slacks (khaki, corduroy, twill or cotton), Dress Pants, Professional Skirts
- Professional Dresses
- Sweaters, Blouses, Short or long sleeve button down shirts, button-up or collared shirt, sports coat, blazer, elegant tops
- Loafers, boots, flats, dress sandals, dress shoes, pumps, deck/boat shoes, dress moccasins

### **What not to wear:**

There are certain items of clothing that shouldn't be worn to the office. No matter the dress code, it's best to steer clear of the following:

- Rubber or Plastic Flip flops, Crocs or overly casual sandals
- Sneakers (with the exception of Friday casual)
- Ripped jeans (this includes jeans with intentional rips and tears)
- Shorts
- T-shirts
- Sweatpants/ Lounge Pants
- Workout clothes
- Tight leggings without a long shirt or sweater extending to the hips
- Any garment with rips or tears or frayed hems
- Any garment with stains

- Any garment that's wrinkled
- Any garment that makes you feel uncomfortable

#### **Violations:**

Managers and supervisors will inform employees in a timely manner should they violate the above dress code. Employees must immediately correct the issue, including leaving work to change clothing.

Employees who repeatedly violate the employee dress code policy may be subject to significant repercussions, including termination.

#### **Accommodation:**

If the dress code policy contradicts the rules of your faith or is offensive to you in any way, please contact human resources.

### **OTHER BENEFITS**

#### **I. Deferred Compensation:**

The City of Cumberland offers a deferred compensation plan to its employees. Full-time non-union employees desiring additional information about the deferred compensation plan should contact the Human Resources Office.

#### **II. Insurance Opt-Out Program:**

The City of Cumberland offers a benefit to its full-time non-union employees who qualify to opt-out of the health insurance benefit. The opt-out benefit is a biweekly taxable cash payment paid through payroll in the amount of \$124.53. Proof of health insurance coverage by another source along with the opt-out waiver must be provided annually at the beginning of each fiscal year in order to qualify for this benefit.

#### **III. Social Security:**

City of Cumberland employees, other than the Police Department, are covered by the Social Security Act. Contributions made by the employee are matched by the City to the extent required by law.

#### **IV. Unemployment:**

Terminated employees should contact the Maryland Employment Office in regard to these benefits. Employees terminated as a result of reduction in force are eligible for benefits. The City will contest unemployment claims made by employees who leave voluntarily or are terminated for just cause.

#### **V. YMCA:**

The City of Cumberland offers a YMCA Membership Plan to its employees whereby the City pays 50% of the employee's Corporate Adult/Young Adult individual membership. Full-time non-union employees desiring a family membership must pay the difference between the City-paid portion of the individual membership benefit and the full costs of a family membership.

#### **VI. Vision Benefit:**

The City will pay up to \$200.00 towards eyeglasses or contact lenses every fiscal year for full-time non-union employees.

#### **VII. Employee Assistance Program:**

The City offers an Employees Assistance Program known as ConnectCare3 through the Local Government Insurance Trust (LGIT) our health care sponsor. ConnectCare3 offers clinical services such as patient advocacy, nurse navigation, chronic disease management and prevention, nutrition education and tobacco cessation. More information is available in the Human Resources Office.

### **POLICIES**

Listed below are the policies pertaining to employee rights and responsibilities that have been adopted by the City. Copies of many of these policies are provided during the new-hire orientation process. If you would like more information on a policy that was not provided during the new-hire process, or if you require an additional copy of a policy that may have already been provided, please contact the Human Resources Office. Additionally, all personnel-related policies adopted by the City are also available through

the City's on-line Public Folder database. Information on how to access the database may also be obtained from the Human Resources Office.

The following policies are provided at the time of the new hire orientation with the Department of Human Resources:

- Administration of Disciplinary Action
- Internet Use/Computer Use
- Substance Abuse
- Smoking
- Sexual Harassment

Copies of the following policies can be requested from the Department of Human Resources or viewed on Google Drive - Public Folders:

- FMLA Policy
- Workers' Compensation Policy
- Modified Light Duty
- Extended Leave / Leave of Absence Policy
- Retirement Procedures
- Social Media Policy
- Travel Policy
- Vehicle Use Policy
- Wireless Telephone Usage Policy
- Tuition Reimbursement
- Workplace Violence

**File Attachments for Item:**

. Order 27,270 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap



**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

ORDER NO. 27,270

DATE: July 5, 2023

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain vehicles and equipment that have been determined to be of no further value to the City; and

WHEREAS, the Mayor and City Council desire to dispose of said vehicles and equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following vehicles and equipment are hereby declared to be surplus property and authorized for sale, trade in or scrap:

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
28	Police	2004 Ford Escape	1FMYU921X4DA03693

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**Raymond M. Morriss, Mayor**