

Committee Directly to Council Staff: Robert H. Drummer, Senior Legislative Attorney Purpose: Receive briefing and have discussion – no vote expected Keywords: #ContractsFY2021, Search terms: collective bargaining, police, fire rescue, county government employees and volunteer firefighters.

# SUBJECT

Resolution to indicate the Council's intent to approve or reject provisions of the Collective Bargaining Agreement with the Montgomery County Volunteer Fire and Rescue Association (MCVFRA) Lead Sponsors: County Council

# **EXPECTED ATTENDEES**

None

# **COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION**

• Worksession – Council to review agreement and provide guidance to staff.

# **DESCRIPTION/ISSUE**

Resolution to indicate the Council's intent to approve or reject provisions of the 1<sup>st</sup> year of the Collective Bargaining Agreement with the Montgomery County Volunteer Fire and Rescue Association (MCVFRA).

# SUMMARY OF KEY DISCUSSION POINTS

Should the Council approve or reject the agreed upon increases to the payments made to the LFRDs and the MCVFRA in FY21?

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Fiscal Impact Statement	A-6
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AGENDA ITEM 3D April 23, 2020 Worksession

### M E M O R A N D U M

April 20, 2020

TO: County Council

FROM: Robert H. Drummer, Senior Legislative Attorney

- SUBJECT: Resolution to indicate Council's intention regarding the actions necessary to implement the 1<sup>st</sup> year of the Collective Bargaining Agreement with the Montgomery County Volunteer Fire and Rescue Association (MCVFRA)<sup>1</sup>
- PURPOSE: Worksession Council to review agreement and give guidance to staff

#### **Expected attendees:**

Steve Sluchansky, Chief Labor Relations Officer Fire Chief Scott Goldstein Marcine Goodloe, MCVFRA President Eric Bernard, MCVFRA

#### Background

The current structure of the Montgomery County Fire and Rescue Association was established by Bill 36-03, which took effect on January 1, 2005. One of the most innovative changes in Bill 36-03 was the establishment of a process for Local Fire and Rescue Departments (LFRD's) to select an authorized representative to represent their interests, and a requirement for the Fire Chief to negotiate in good faith with the authorized representative on certain issues affecting LFRD's and their volunteers. The rules for the selection of the representative and the direct negotiation process are included in County Code Section 21-6. The process was intended to be like collective bargaining with career employees.

The LFRD's selected the Montgomery County Volunteer Fire and Rescue Association (MCVFRA) as their representative. On January 30, 2007, the Council approved the first agreement between the County Government and MCVFRA.

<sup>&</sup>lt;sup>1</sup>#ContractsFY2021, Search terms: collective bargaining, police, fire rescue, county government employees and volunteer firefighters.

#### **Council Review**

Code Section 21-6(p) requires the Executive to submit to the Council any element of an agreement that requires an appropriation of funds, may have a future fiscal impact, is inconsistent with any County law or regulation, or requires the enactment or adoption of any County law or regulation. Section 21-6(q) directs the Council to notify the parties within 60 days if it disapproves an agreement in whole or in part. The Council may by resolution extend the time for action.

On March 31, 2020, the Executive submitted a negotiated agreement between the Executive and the MCVFRA, effective July 1, 2020 through June 30, 2023, for Council review and action. The Council must review and act on each provision that requires an appropriation of funds for the first year of the Agreement in FY21.

The attached proposed resolution is necessary for the Council to act on the economic provisions in the Agreement for FY21.

#### The Agreement

The following provisions are subject to Council review for FY21:

- 1. Association Operating Funds. The Agreement required the County to transfer \$312,789, up from \$255,037 in FY20, to the MCVFRA in FY21 to serve as the LFRD's authorized representative on July 1, 2020, representing an increase of 22.6% or \$57,752 for FY21.
- 2. Increase for Length of Service Awards (LOSAP). The Agreement requires the Executive to send legislation to the County to increase the LOSAP payments by 3% on July 1, 2020 for an estimated FY21 increase of \$55,822.
- 3. *Nominal Fee.* Article 12 of the Agreement raises the nominal fee payable to each eligible volunteer in FY21 from \$455 to \$500 for tier 1 (9.9%) and from \$700 to \$800 (14.3%) for tier 2. OMB estimated the cost of the nominal fee in FY21 would be \$653,553, or an increase of \$45,685 over the FY20 amount.
- 4. *Volunteer Basic Orientation Course.* Article 22 of the Agreement requires the County to fund a volunteer basic orientation course in FY21 at a total cost of \$21,000. This is the same as the FY20 cost.
- 5. *Training*. Article 16 of the Agreement requires the County to provide \$15,000 for volunteer training in FY21. This is the same as the FY20 cost.
- 6. *LOSAP Credits*. The side letter requires the Fire Chief to add appointment to the Medical Review Committee as a position that earns additional credit for LOSAP payments. We did not receive a fiscal impact for this provision.

In total, the FY21 budget includes a total fiscal impact of \$195,259 in additional County funding under this Agreement. However, last year the Agreement included \$135,000 for a second set of personal protective equipment that is no longer in this Agreement. Instead, the

Executive's recommended budget includes an additional \$70,000 in the Fire and Rescue Department budget to pay for additional equipment for volunteers.

# Discussion

### What otherCounty funding is available to the MCVFRA?

At this juncture, the LFRDs have two steady and significant sources of publicly funded revenue: the EMST funding and the State Senator Amoss Grant funds.<sup>2</sup> EMST funding dedicated to LFRDs and other volunteers is estimated at \$3,000,000. Between the two, the LFRDs as a group are expected to receive approximately \$4.9 million in FY21. The practice of MCFRS budgeting for these items predates the EMST Reimbursement Program law and the subsequent distribution to the LFRDs. It is important to note that in addition to these designated funds, County general funds support station operations, such as fuel, utilities, vehicle maintenance, and basic personal gear and equipment needs, regardless of personnel status.

# LFRD EMST funding

Bill 7-13, enacted by the Council on May 14, 2013, signed into law by the Executive on May 23, 2013, and effective on August 22, 2013, required that the LFRDs receive a portion of the net revenues received by the County from the Emergency Medical Services Transport Insurance Reimbursement Program (EMST). The law requires:

15% of the net Emergency Medical Services Transport Insurance Reimbursement Program revenue must be allocated under a procedure specified in the annual operating budget resolution for the benefit of local fire and rescue departments for:

- (i) replacement or augmentation of apparatus owned by a local fire and rescue department;
- (ii) facilities owned by a local fire and rescue department;
- (iii) training for volunteers;
- (iv) gear and equipment for volunteers;
- (v) administrative staff to support a local fire and rescue department;
- (vi) volunteer recruitment and retention; and
- (vii) volunteer stand-by support.

The Executive's FY21 Recommended Budget estimates EMST funding for LFRDs to be \$3 million in FY21. The law specifies that the LFRDs receive 15% of actual receipts, net, of program implementation costs, so this amount is a budget estimate only.

<sup>&</sup>lt;sup>2</sup> The projected Amoss Grant funding for FY21 is not known yet, but funding was \$1,962,542 in FY20.

This packet contains:	<u>Circle #</u>
MCVFRA Proposed Resolution	A-1
MCVFRA Memo from County Executive	A-3
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Resolution No.: Introduced: April 14, 2020 Adopted:

# COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

# Lead Sponsor: Public Safety Committee

# Subject: Memorandum of Agreement with Montgomery County Volunteer Fire and Rescue Association (MCVFRA)

# Background

- 1. County Code Section 21-6 establishes a process for Local Fire and Rescue Departments (LFRD's) to select an authorized representative to represent their interests and requires the Fire Chief to negotiate in good faith with the authorized representative on certain issues affecting LFRD's and their volunteers.
- 2. The LFRD's selected the Montgomery County Volunteer Fire and Rescue Association (MCVFRA) to be their authorized representative.
- 3. On March 31, 2020, the Executive submitted to the Council the attached Memorandum of Agreement between Montgomery County Government and Montgomery County Volunteer Fire and Rescue Association for the period from July 1, 2020, until June 30, 2023.
- 4. Code Section 21-6(p) requires the Executive to submit to the Council any element of an agreement that requires an appropriation of funds, may have a future fiscal impact, is inconsistent with any County law or regulation, or requires the enactment or adoption of any County law or regulation. Section 21-6(q) directs the Council to notify the parties within 60 days if it disapproves an agreement in whole or in or part. The Council may by resolution extend the time for action.
- 5. The Council is tentatively scheduled to review and indicate its intent to approve or reject each of the portions of the 1<sup>st</sup> year of the Memorandum of Agreement requiring an appropriation of funds or legislation for FY21 on April 23.

# Action

The County Council for Montgomery County, Maryland approves the following resolution:

The County Council approves or rejects the following provisions of the Agreement for FY2020:

- 1. Association Operating Funds. The Agreement required the County to transfer \$312,789, up from \$255,037 in FY20, to the MCVFRA in FY21 to serve as the LFRD's authorized representative on July 1, 2020, representing an increase of 22.6% or \$57,752 for FY21.
- 2. Increase for Length of Service Awards (LOSAP). The Agreement requires the Executive to send legislation to the County to increase the LOSAP payments by 3% on July 1, 2020 for an estimated FY21 increase of \$55,822.
- 3. *Nominal Fee.* Article 12 of the Agreement raises the nominal fee payable to each eligible volunteer in FY21 from \$455 to \$500 for tier 1 (9.9%) and from \$700 to \$800 (14.3%) for tier 2. OMB estimated the cost of the nominal fee in FY21 would be \$653,553, or an increase of \$45,685 over the FY20 amount.
- 4. *Volunteer Basic Orientation Course.* Article 22 of the Agreement requires the County to fund a volunteer basic orientation course in FY21 at a total cost of \$21,000. This is the same as the FY20 cost.
- 5. *Training*. Article 16 of the Agreement requires the County to provide \$15,000 for volunteer training in FY21. This is the same as the FY20 cost.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq., Clerk of the Council

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OFFICE OF THE COUNTY EXECUTIVE ROCK VILLE, MARYLAND 20850

Marc Elrich County Executive

# **MEMORANDUM**

TO:	Sidney Katz, President
	Montgomery County Council
	And Klim for Marc Elrich, County Executive
FROM:	Marc Elrich, County Executive

DATE: March 27, 2020

SUBJECT: Memorandum of Agreement between the County and MCVFRA

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Montgomery County Volunteer Fire and Rescue Association (MCVFRA). The agreement reflects the changes that will be made to the existing Agreement. The agreement is effective July 1, 2020 through June 30, 2023.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2021 and have a fiscal impact in FY2021, FY2022, and FY2023.

ME:snb

Attachment

c: Berke Attila, Director, Office of Human Resources Richard S. Madaleno, Jr., Director, Office of Management and Budget Steven Sluchansky, Chief Labor Relations Officer Marc Hansen, County Attorney, Office of the County Attorney

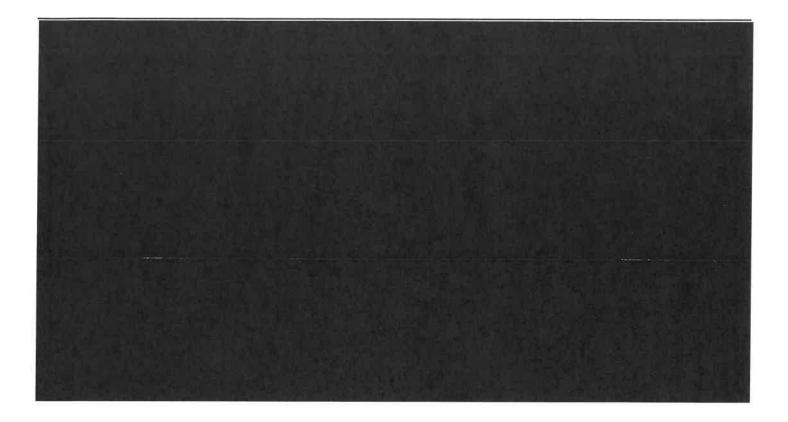


Notes										See fiscal impact statement		See fiscal impact statement	See fiscal impact statement	
Requires Regulation Change	No	No	No	No	No	No	No	No	No	No	No	Yes	No	No
Requires Legislative Change	No	No	No	No	No	No	No	No	No	No	No	Yes	No	No
Present or Future Fiscal Impact		No	No	No	No	No	No	No	No	Yes	No	Yes	Yes	No
Requires Appropriation of funds	No	No	No	No	No	No	No	No	No	Yes	No	Yes	Yes	No
Summary of Change Requires Present or Requi Appropriation Future Fiscal Legisl of funds Impact Chang	Modifies the definition of "volunteer" to eliminate the probation requirement and to add six month membership requirement.	Increases the number of copies to be provided by the County to the Association from 75 to 100.	Adds requirement that Management will provide a volunteer information list semi-annually to the Association.	Revises the guidelines for completion of an investigation into potential discipline and bars the member from attending MCFRS sites and activities while in an administrative status.	Establishes guidelines for an investigatory interview, requires the submission of an investigation report to the Association annually, describes outcome if investigation determines no serious violation committed, and requires members be made whole as appropriate.	Contract Grievance Modifies the definition of "grievance"	Contract Grievance Authorizes an extension of time for the Fire Chief to issue a written response to a Step 1 grievance; establishes a meet and discuss requirement for a Step 2 grievance.	Modifies the scope of the operating records maintained about members.	Adds a documentation requirement for when a volunteer separates from an LFRD.	0	Modifies the effective date of the agreement to July 1, 2020 and the expiration date of the agreement to June 30, 2023.	Increases the LOSAP benefit by 3% for all members and an additional 2.5% for certain members.	Agrees to provide funding to the Association in the amount of \$312,789 on July 1, 2020, \$281,178 on July 1, 2021, and \$295,237 on July 1, 2022.	eptember
Subject	Recognition	Organizational Security	Organizational Security	Disciplinary Action Procedures for LFRD Volunteers	Disciplinary Action Procedures for LFRD Volunteers	Contract Grievance	Contract Grievance	Volunteer Records	Volunteer Records	Nominal Fee	Duration of Agreement	LOSAP	Association Operating Funds	Code of Ethids and On-Duty Personal Conduct Policy
Article	1 1, Section 2	2 5, Section 1	3 5, Section 3		5 7, Section 11	6 8, Section 1	7 8, Section 3	8 9, Section 2	9 9, Section 8	10 12	11 14	12 25	A3 Side Letter	14 Side Letter

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No.	No. Article	Subject	Summary of Change	Requires	Present or Requires	Requires		Notes
				Appropriation Future Fiscal Legislative Regulation	Future Fiscal	Legislative	Regulation	
				of funds	Impact	Change	Change	
	15 Side Letter	Repair and	MCFRS agrees to meet quarterly to discuss	No	No		No	
		Maintenance of	apparatus repair and maintenance issues.					
		LFRD Apparatus						
	16 Side Letter	EMS Quality	Agrement to add appointment to the Medical	No	No	No	Yes	
		Improvement	Review Committee to the LOSAP-approved					
			positions.					

# Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

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Article	Item	Description		FY21	Annual Cos Beyond FY2
12	Nominal Fee	Nominal fee of \$500/\$800 in FY21**		\$45,685	\$119,93
16	Training	Provide \$10,000 funding for training and \$5,000 for Pro-Board certification		\$15,000	\$15,00
22	Volunteer Basic Orientation	Training fee not to exceed \$21,000 each year of the agreement		\$21,000	\$21,00
25	Length of Service Award Program	Provide 3 percent increase for all members, and an additional 2.5 percent increase for certain active members, on July 1, 2020		\$55,822	\$60,04
Side Letter	Association Operating Funds	Association funding effective July 1 each year of the agreement, including a new vehicle in FY21		\$57,752	\$26,14
			Total	\$195,259	\$242,123

#### MEMORANDUM OF AGREEMENT BETWEEN THE MONTGOMERY COUNTY GOVERNMENT AND THE MONTGOMERY COUNTY VOLUNTEER FIRE-RESCUE ASSOCIATION

The Montgomery County Government (County) and the Montgomery County Volunteer Fire-Rescue Association (Association) conducted negotiations pursuant to Chapter 21 of the Montgomery County Code for the term July 1, 2020 through June 30, 2023. As a result of those negotiations, the County and Association agree that the Agreement shall be amended according to the terms set forth below.

Please use the key below when reading this document:

UnderliningAdded to the existing collective bargaining agreement[Single boldface brackets]Deleted from the existing collective bargaining agreement\*\*\*Existing language unchanged by the parties

The parties agree to amend the contract as follows:

\* \* \*

#### **ARTICLE 1 - RECOGNITION**

\* \* \*

Section Two. For the purpose of this Agreement, a volunteer means any person who is a member of an LFRD and has completed [a probationary period of at least one calendar year] the previous six (6) months as a member of any LFRD.

\* \* \*

#### **ARTICLE 5 - ORGANIZATIONAL SECURITY**

Section One. The County agrees to provide [75] <u>100</u> copies of the contract in booklet form to be provided to the Association within ninety days of the effective date of this Agreement for each LFRD and the MCVFRA Office. An electronic copy shall also be maintained on the MCFRS and OHR website. The cover page of the Agreement shall be designed by mutual agreement between the parties.

\* \* \*

Section Three. Semi-annually MCFRS will provide the MCVFRA with a word file with all the following information for all LFRD/MCFRS volunteers: name, address, telephone number, LFRD, date of membership, date of removal, current years of active (LOSAP) service, and status of nominal fee for the previous fiscal year. These semi-annual lists will be provided to the MCVFRA by approximately March 1 and September 1 each calendar year.

\* \* \*

### **ARTICLE 7 - DISCIPLINARY ACTION PROCEDURES FOR LFRD VOLUNTEERS**

\* \* \*

Section Six. Immediate Removal of LFRD Volunteer

\* \* \*

(a) Administrative Status: Administrative status is a non-punitive status to relieve a member from duty and participation in MCFRS activities, which the Fire Chief or designee and/or LFRD department head or designee may grant when there is an investigation of incidents or charges when immediate removal is necessary.

Administrative status is for allegations of serious violations only.

The parties recognize the importance of completing an investigation of a volunteer in as timely a manner as possible. This is especially true for investigations in which the volunteer has been placed in a non-punitive Administrative status. The member or their representative may request a reevaluation of the need to remain on Administrative status every 60 days or whenever there is a substantive change in the investigation.

While on administrative status, a member is prohibited from all MCFRS work sites and activities. At the discretion of the Fire Chief, a member may be permitted to attend training, attend meetings, and accumulate time in service, rank and LOSAP.

\* \* \*

Section Eleven. MCFRS/Internal Affairs Division Investigations

\* \* \*

B. 1. Where MCFRS and/or the Fire Chief request an investigation of an LFRD member, their LFRD department head must be notified of the investigation, reason, and receive a copy of the final report within 24 hours of submittal to requestor.

2. The LFRD Department Head shall be notified by the Fire Chief or designee within 24 hours of initiation of an investigation involving a member of their LFRD.

<u>3. Any volunteer may have up to two (2) representatives present during any investigation interview, meeting, or exam at the members choice and in accordance with Section 9 of this Article.</u>

<u>4. The Fire Chief will annually submit a written report to the MCVFRA President of the number of investigations conducted by IAD involving volunteers. The report shall include time frame allegation was reported, type of allegation and findings, involving LFRD personnel.</u>

If during the course of an investigation it is determined that an LFRD member who has been removed under MCC Section 21-3(g) did not committed a serious violation, the member must be placed back into service within 24 hours.

Any newly developed or revised forms pertaining to the investigatory and disciplinary process shall be developed in accordance with Article 20 of this Agreement.

At the conclusion of any administrative status, a member shall be made whole for any lost LOSAP points/categories if the findings are unfounded.

#### **ARTICLE 8 – CONTRACT GRIEVANCE**

Section One. A grievance is any complaint by the Association arising out of a misinterpretation, application or violation of this agreement, <u>policies and procedures subsumed in this Agreement</u>, <u>changes to existing policies and procedures</u>, and future policies and procedures that may violate this <u>Agreement</u>. However, Article 7, Disciplinary Action Procedures for Volunteers, is the exclusive procedure for any appeal of disciplinary action.

\* \* \*

Section Three.

a. Step 1: Except in circumstances involving LOSAP, a written grievance must be presented by the Association within thirty (30) calendar days of the date the aggrieved knew or, with reasonable diligence, should have known of the event giving rise to the grievance. The Fire Chief, or his designee, and representatives of the Association shall discuss the grievance within twenty (20) calendar days after it is presented to the Fire Chief. The Fire Chief shall respond in writing to the grievance within twenty (20) calendar days of the meeting.

Both parties may agree to extend the written response of the Fire Chief not to exceed thirty (30) calendar days by mutual written agreement before the expiration of the initial twenty (20) calendar days.

b. Step 2: The Association may appeal the decision of the Fire Chief to the Chief Administrative Officer (CAO) by presenting a written notice to the [Office of Human Resources (OHR)] <u>CAO</u> or his designee via the Chief Labor Relations Officer (CLRO) within twenty-one (21) calendar days of the Association's receipt of the Fire Chief's decision. Upon receipt of a written appeal from Step 2, OHR shall request the services of a Federal Mediation and Conciliation Service mediator. Such mediation services are provided at no cost to the parties. Any mediated resolution shall be reduced to writing. The CAO or designee and representatives of the MCVFRA shall meet and discuss the grievance within fourteen (14) calendar days after presentation of the appeal to the CAO. The CAO or designee shall respond, in writing, to the grievance within thirty (30) days of the meeting.

\* \* \*

#### **ARTICLE 9 - VOLUNTEER RECORDS**

\* \* \*

Section Two. MCFRS Operating Record

\* \* \*

- b. The operating record may include records of a volunteer's training, including selection for training or apprenticeship, for the entire period of a volunteer's service for the County and must be kept for [6 months] <u>5 years</u> after the volunteer separates from MCFRS volunteer service.
- c. The documents in the MCFRS operating record are limited to:

\* \* \*

- 5. LOSAP records including beneficiary information.
- 6. separation information.
- 7. IECS history.
- 8. background check information.
- 9. I.D. Card information; and
- 10. Maryland EMT and expiration information

\* \* \*

Section 8 – Separation Information

- 1. <u>A LFRD, or the Fire Chief or designee, shall make an entry into the PIMS data base explaining</u> why or under what circumstances a volunteer separated from their LFRD.
- 2. Documentation as to what led to the separation must be kept on file at the LFRD or MCFRS and must be made available for inspection by a requesting LFRD if the separated member applies for or expresses interest in joining that LFRD as a volunteer member.

\* \* \*

#### **ARTICLE 12 - NOMINAL FEE**

(1) a nominal fee of: [four hundred thirty-five (\$435) dollars on July 1, 2017, four hundred forty-five (\$455) dollars on July 1, 2018, and four hundred fifty-five (\$455) dollars on July 1, 2019.] <u>five hundred</u> (\$500) dollars on July 1, 2020, five hundred and twenty-five (\$525) dollars on July 1, 2021, and five hundred and fifty (\$550) dollars on July 1, 2022.

OR

(2) a nominal fee of: [six hundred fifty (\$650) dollars on July 1, 2017, six hundred seventy-five (\$675) dollars on July 1, 2018, and seven hundred (\$700) dollars on July 1, 2019;] <u>eight hundred (\$800) dollars on July 1, 2020, and nine hundred (\$900) dollars on July 1, 2021, and one thousand (\$1000) dollars on July 1, 2022; if the active volunteer:</u>

\* \* \*

#### **ARTICLE 14 - DURATION OF AGREEMENT**

The term of the agreement will be three (3) years from July 1, [2017] <u>2020</u> through June 30, [2020] <u>2023</u>

\* \* \*

#### **ARTICLE 25 - LOSAP**

1. Increase in LOSAP Benefits

Effective July 1, 2020 amend County Code Section 21-21 (c) to increase the dollar amount of the LOSAP benefit payments by 3 % for all members.

<u>2. Increase for Certain Individuals Currently Receiving LOSAP Benefit Payments</u>
<u>Effective July 1, 2020, amend the County Code to add a new Section 21-21(c)(5) as follows:</u>
<u>a.</u> An additional 2.5% increase for certain active members on July 1 of each year of the contract.

\* \*

Marc Elrich

**County Executive** 

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_\_ day of March 2020.

Montgomery County Volunteer Fire and Rescue Association

Marcine Goodloe President

Date

AD.

Eric N. Bernard Executive Director

Date

Montgomery County Government

Montgomery County, Maryland

Andrew Kleine Chief Administrative Officer

Scott Galler

Scott Goldstein Fire Chief

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3/31/2020 Date

03-27-2020 Date

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On behalf of Steven Sluchansky Steven Sluchansky Chief Labor Relations Officer

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On behalf of William Scott William Scott **Chief Negotiator** 

03/27/2020 Date

03/27/2020 Date

Approved for form and legality by:

Edward E. Haenftling, Jr. Associate County Attorney

3/27/2020 Date

### Side Letter ASSOCIATION OPERATING FUNDS

To: President Goodloe From: Chief Goldstein

The County agrees to transfer [235,000 to the MCVFRA on July 1, 2014] **\$312,789** to the MCVFRA on July 1, **2020**. On July 1, [2015] **2021**, the County agrees to fund **\$281,178** and July 1, [2016] **2022** the County agrees to fund \$295,237. The MCVFRA agrees to utilize the funds in the payment of expenses related to the Association's fulfillment of its functions as the LFRD authorized representative. The Associations agree to continue to provide the Fire Chief or his designee with a quarterly accounting detailing the expenditure of said funds.

# Side Letter CODE OF ETHICS AND ON-DUTY PERSONAL CONDUCT POLICY

TO: MCVFRA FROM: Scott Goldstein, Fire Chief

The Department agrees to initiate a revision to MCFRS Policy #22-00 AM: Code of Ethics and On-Duty Personal Conduct not later than September 1, 2020. The revision shall be conducted in accordance with Chapter 21 of the County Code and Article 20, Section 3 of this Agreement.

# Side Letter REPAIR AND MAINTENANCE OF LFRD APPARATUS

To: President Goodloe From: Chief Goldstein

The County agrees that issues pertaining to the repair and maintenance of LFRD-owned, apparatus are important to all parties. To ensure ongoing opportunities for input, the Fire Chief or designee and 3 members appointed by the MCVFRA will meet on a quarterly basis to discuss issues pertaining to apparatus repair and maintenance. Subjects of discussion shall include but not be limited to:

- A. Vehicle purchases, specifications, selections, contracts and weights:
- B. Noise levels.
- C. Testing procedures.
- D. Tire specifications.
- E. Contractor issues related to apparatus purchases and repairs; and
- F. Processes and repairs, scheduling and services at CMF.

# Side Letter EMERGENCY MEDICAL SERVICES QUALITY IMPROVEMENT

Dear Ms. Goodloe,

The County agrees to add appointment to the Medical Review Committee to the existing list of LOSAPapproved positions.

Sincerely, Scott Goldstein