



Committee Directly to Council

Staff: Robert H. Drummer, Senior Legislative Attorney

Purpose: Final action – vote expected

Keywords: #ContractsFY2021, Search terms: collective bargaining, police, fire rescue, county government employees and volunteer firefighters.

AGENDA ITEMS #4D

May 5, 2020

Worksession

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

Steve Sluchansky, Chief Labor Relations Officer

Fire Chief Scott Goldstein

Marcine Goodloe, MCVFRA President

Eric Bernard, MCVFRA

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- Worksession/Action – Council to review agreement and vote on resolution.

DESCRIPTION/ISSUE

Resolution to indicate the Council's intent to approve or reject provisions of the 1st 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?

This report contains:

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Summary of Agreement	A-4
Fiscal Impact Statement	A-6
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MEMORANDUM

April 27, 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 1st year of the Collective Bargaining Agreement with the Montgomery County Volunteer Fire and Rescue Association (MCVFRA)¹

PURPOSE: Worksession/Action – Council to review agreement and vote on resolution

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.

¹#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. MCVFRA points out the reduction of \$135,000 in their budget for this year but ignores the additional \$70,000 in the FRS budget for the same gear. See MCVFRA response at ©B-1 – B-4. OMB indicated that the FRS budget includes only \$70,000 for this gear because all the \$135,000 for volunteer gear sets was not spent in FY20.

Discussion

What other County 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.² 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.

² The projected Amoss Grant funding for FY21 is not known yet, but funding was \$1,962,542 in FY20.

This packet contains:

MCVFRA Proposed Resolution
MCVFRA Memo from County Executive
Summary of Agreement
Fiscal Impact Statement
MCVFRA Agreement
MCVFRA Memo

Circle #

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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 1st 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
ROCKVILLE, MARYLAND 20850

Marc Elrich
County Executive

MEMORANDUM

TO: Sidney Katz, President
Montgomery County Council

FROM: *Marc Elrich*
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

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	1, Section 2	Recognition	Modifies the definition of "volunteer" to eliminate the probation requirement and to add six month membership requirement.	No	No	No	No	
2	5, Section 1	Organizational Security	Increases the number of copies to be provided by the County to the Association from 75 to 100.	No	No	No	No	
3	5, Section 3	Organizational Security	Adds requirement that Management will provide a volunteer information list semi-annually to the Association.	No	No	No	No	
4	7, Section 6	Disciplinary Action Procedures for LFRD Volunteers	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.	No	No	No	No	
5	7, Section 11	Disciplinary Action Procedures for LFRD Volunteers	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.	No	No	No	No	
6	8, Section 1	Contract Grievance	Modifies the definition of "grievance"	No	No	No	No	
7	8, Section 3	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.	No	No	No	No	
8	9, Section 2	Volunteer Records	Modifies the scope of the operating records maintained about members.	No	No	No	No	
9	9, Section 8	Volunteer Records	Adds a documentation requirement for when a volunteer separates from an LFRD.	No	No	No	No	
10	12	Nominal Fee	Changes the amount of the nominal fee to be paid to an active volunteer.	Yes	Yes	No	No	See fiscal impact statement
11	14	Duration of Agreement	Modifies the effective date of the agreement to July 1, 2020 and the expiration date of the agreement to June 30, 2023.	No	No	No	No	
12	25	LOSAP	Increases the LOSAP benefit by 3% for all members and an additional 2.5% for certain members.	Yes	Yes	Yes	Yes	See fiscal impact statement
13	Side Letter	Association Operating Funds	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.	Yes	Yes	No	No	See fiscal impact statement
14	Side Letter	Code of Ethics and On-Duty Personal Conduct Policy	MCFRS shall revise policy #22-00 AM by September 1, 2020.	No	No	No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

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

Montgomery County Volunteer Fire and Rescue Association Fiscal Impact Summary*

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY21</u>	<u>Annual Cost Beyond FY21</u>
12	Nominal Fee	Nominal fee of \$500/\$800 in FY21**	\$45,685	\$119,935
16	Training	Provide \$10,000 funding for training and \$5,000 for Pro-Board certification	\$15,000	\$15,000
22	Volunteer Basic Orientation	Training fee not to exceed \$21,000 each year of the agreement	\$21,000	\$21,000
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	\$60,047
Side Letter	Association Operating Funds	Association funding effective July 1 each year of the agreement, including a new vehicle in FY21	\$57,752	\$26,141
Total			\$195,259	\$242,123

* Estimates reflect the impact to all funds.

** Nominal fee paid to eligible volunteers on July 1 of the fiscal year.

**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:

<u>Underlining</u>	<i>Added to the existing collective bargaining agreement</i>
[Single boldface brackets]	<i>Deleted from the existing collective bargaining agreement</i>
* * *	<i>Existing language unchanged by the parties</i>

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] 100 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.
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.
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.

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, policies and procedures subsumed in this Agreement, changes to existing policies and procedures, and future policies and procedures that may violate this Agreement. 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)] CAO 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] 5 years 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. A LFRD, or the Fire Chief or designee, shall make an entry into the PIMS data base explaining 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.] five hundred (\$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;] 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:

* * *

ARTICLE 14 - DURATION OF AGREEMENT

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

* * *

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.

2. Increase for Certain Individuals Currently Receiving LOSAP Benefit Payments


Effective July 1, 2020, amend the County Code to add a new Section 21-21(c)(5) as follows:

a. An additional 2.5% increase for certain active members on July 1 of each year of the contract.

* * *

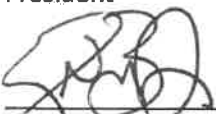
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of March 2020.

Montgomery County Volunteer
Fire and Rescue Association



Marcine Goodloe
President

Date



Eric N. Bernard
Executive Director

3-27-20
Date

Montgomery County Government
Montgomery County, Maryland




Marc Elrich
County Executive

Date



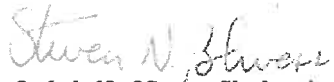
Andrew Klein
Chief Administrative Officer

3/31/2020
Date



Scott Goldstein
Fire Chief

03-27-2020
Date




On behalf of Steven Sluchansky

Steven Sluchansky
Chief Labor Relations Officer

03/27/2020

Date



On behalf of William Scott

William Scott
Chief Negotiator

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 LOSAP-approved positions.

Sincerely,
Scott Goldstein



**MONTGOMERY CO
VOLUNTEER
FIRE RESCUE
ASSOCIATION**

230 N. Washington St. Rockville, MD 20850
301-424-1297
www.mcvfra.org



MARCINE D. GOODLOE, PRESIDENT
ERIC N. BERNARD, EXECUTIVE DIRECTOR

M E M O R A N D U M

April 20, 2020

TO: Montgomery County Council

FROM: Marcine D. Goodloe, President *MDG @*
Eric N. Bernard, Executive Director *ES*

SUBJECT: Resolution to indicate Council's intention regarding the actions necessary to implement the 1st year of the Collective Bargaining Agreement with the Montgomery County Volunteer Fire Rescue Association – response from the MCVFRA on Agenda Item 3D from April 14, 2020

The Montgomery County Volunteer Fire Rescue Association (MCVFRA), representing the County's 19 volunteer fire and rescue departments along with the over 2,500 men and women who provide volunteer fire, rescue, emergency medical services, administrative, auxiliary and other support services to the residents and visitors to our County, submit these comments, concerns, and corrections to Senior Legislative Attorney Robert Drummer's County Council package dated April 9, 2020 and introduced on the Council's consent calendar as item 3D on April 14, 2020. We thank you for the opportunity to respond and participate in the process of approving the collectively bargained agreement.

The volunteer fire and rescue service is recognized in Montgomery County Code Chapter 21 in no less than 11 places, as the private component of the public-private partnership that comprises the Montgomery County Fire and Rescue Service (MCFRS). The law also requires the County government to maintain, support, and expand volunteer fire and rescue service. Bill 36-03, which became law in January 2004, expanded this partnership by creating, funding, and requiring cooperation with the volunteer representative organization to accomplish the work of the combined MCFRS. Additionally, the law created a unified Fire Chief with significant authority. It further created a collective bargaining process, the first in the nation, by which the County and the volunteers negotiate for benefits, rights, and changes to the Length of Service Award Program (LOSAP) for the volunteers in the County. In each year since, the County and volunteers both met their contractual obligations under the law.

Beginning this past November, the county government/MCFRS bargaining team and the MCVFRA bargaining team (herein the parties) met and bargained over a four-month period meeting more than a dozen times in person tackling 40+ proposals including complex issues in

disciplinary matters, investigations, records, training, and volunteer participation. Never did the parties exchange a cross word or display anger. While we disagreed on issues and proposals, we successfully and collectively bargained a detailed, comprehensive, and significant three-year agreement.

In Mr. Drummer's package he lists several budget items that have NO increases from FY20 and leaves one significant cut affecting the actual calculations for FY21 fiscal impact by almost 87%.

The actual increase from FY20 to proposed FY21 requiring additional funding over the FY20 approved budget is \$24,259 and not \$195,259 which is a difference of \$171,000 or almost 87%.

Contract/Budget Item	Current FY Funded by Council	New CBA Agreement	Difference
Association Operating Funds	\$255,037	\$312,789	+\$57,752 ¹
Length of Service Awards Program (LOSAP)	No increase	3% increase for all and 2.5% for select active members	+\$55,822
Nominal Fee for Volunteers	\$455 tier 1 \$700 tier 2	\$500 tier 1 \$800 tier 1	\$45.00 per volunteer tier 1 \$100 per volunteer tier 2 +\$45,685
Volunteer Basic Orientation Course	\$21,000	\$21,000	\$0
Training	\$15,000	\$15,000	\$0
PPE 2 nd Sets for Volunteers ²	\$135,000	\$0	-\$135,000
Total New Fiscal Impact Above Previous FY20 Approved Budget*			+\$24,259*
Difference from Council Package 4/14/20		87%	-\$171,000

***Package from Mr. Drummer lists +\$195,259.**

¹ Included in FY21 funding (year 1 of the new CBA) is an OTO for \$45,000 for an MCVFRA vehicle that was previously agreed upon and funded by the Council just prior to the great recession. At the County Executive and Chief Administrative Officer's request and agreement, the parties deferred the purchase during the great recession and years following until this round of negotiations. The parties agreed to fund the vehicle in this CBA after significant discussions and concessions by the parties. The actual year-over-year increase to the MCVFRA is 5% or \$12,752 in Y1.

² Moved into MCFRS volunteer uniform policy.

Specific Areas Addressed by Council Staff in April 14, 2020 Package:

1. Association Operating Funds. The MCVFRA has been funded each year since the change in Chapter 21 following the passage of Bill 36-03. During the debates in 2003, the County and volunteers worked tirelessly to negotiate a change in MCFRS to benefit the residents and create a more effective and efficient fire service. From these negotiations came the representative organization and the collective bargaining process for the volunteers. The legislative history, the news coverage during the debate and past practices all show that the intent of Bill 36-03 was to fund the representative organization. The MCVFRA has been a staunch advocate for the citizens, the LFRDs and the volunteers with full time assistance of our Executive Director.

The MCVFRA operates almost exclusively using funds from the County as provided in our collectively bargained agreement. For the past 16 years we have been funded almost flat with an average of \$250,000. The funds pay for our Executive Director's salary, benefits, payroll taxes, expenses and other related costs. Additionally, the grant funds our modest office space, the first in the nation fire and rescue recruiting station, all supplies, phones, web site maintenance and operations, computers and accounting services for our other grants and funds.

The MCVFRA was the fortunate recipient of 6 federal grants for recruiting new volunteers and retaining members. These grants exceed \$2.8M and have strict reporting and record keeping requirements. Under the first grant we hired a volunteer recruiter who works out of the MCVFRA offices in Rockville. He helps staff our recruiting station and coordinates other volunteers to staff the station. He recruits new volunteers for all of our LFRDs and manages the VBOC classes. A modest 5% increase helps to cover the increases in rent, utilities, equipment and health care coverage.

2. Increase for Length of Service Awards (LOSAP). The County Length of Service Awards Program (LOSAP) dates back to the early 1970s and incentivizes volunteers to remain active for 25 years and rewards those who earn at least 50 activity points each year. Every County in Maryland maintains a LOSAP program.

The increase bargained remains only the second collectively bargained increase or change in LOSAP since bargaining began following the 2005 law change. In the last collectively bargained agreement (CBA), completed following a reopener restricted to LOSAP, the parties agreed to a 1.5% increase for all LOSAP participants, and an additional 3.5% for the most active. Prior to this agreement, LOSAP received NO increases, no COLAs, and no substantive changes in almost 40 years!

In year one of the new CBA, the parties agreed to a 3% increase for all LOSAP and an additional 2.5% for the most active for an increase of \$55,822 in FY21. We do not contest the Council package on this item or estimate. This remains the first regular and collectively bargained increase in a normal (not reopener) CBA in the history of the County and is way overdue.

3. Nominal Fee. This novel and valuable tool dates back to the first collectively bargained agreement in 2007. The funds reimburse active volunteers for items and expenses related to volunteering in our County. It covers items from food, equipment and transportation to other expenses such as childcare for the volunteer to attend training, serve at the station, and take time off work. While the percentages look high, the actual dollar increase to an active volunteer is \$45.00 for the entire year – from \$455.00 in FY20 to \$500.00 in FY21. For the most active it

increases from \$700 this year to \$800.00 in FY21 or \$100 per volunteer for the entire year. This is a single reimbursement – not per month or shift. With the average volunteer EMS member or firefighter serving in excess of 750 hours a year, this is truly nominal and cost effective to the County as well as being appreciated by our valued volunteers. We agree with the package numbers but insist the percentage increase tells as false tale of the actual increase in dollars to our members.

4. **Volunteer Basic Orientation Course.** The funds help pay to train our newly recruited members in the very basic information, training, and skills. The 14-week course begins the exhaustive training required to be a volunteer in the LFRDs. We agree with the \$21,000 cost for FY21 but don't agree it belongs in the package since there is NO increase over last year or over the past three fiscal years. Staff only listed increases to the FY21 budget from the previous year except here and in item 5 training. There lacks explanation for inclusion for either item since they are both in the base budget from previous years.

5. **Training.** This category resembles number four above in that there is no increase from FY20 or the previous three years and should not be listed in the calculations for a fiscal impact. This remains in the base budget. The \$15,000 in the CBA helps with a very small amount of the required annual and introductory training.

Volunteer Contributions and Savings - for over 100 years, highly trained and skilled volunteer firefighters, EMTs and paramedics have been providing outstanding fire and rescue services to the residents and guests of Montgomery County.

- Today **819** highly trained, certified, qualified and riding volunteers working hand-in-hand in a unique partnership with 1,168 County career firefighters, risk serious injury and death on a daily basis to help save lives and serve the public safety interests of the County. These volunteers are the riding members who have completed their fire, rescue, EMS training and staff the fire engines, trucks, rescue squads, ambulances and medic units filling minimum riding positions that would otherwise require paid personnel to fill. An additional 443 volunteers are trainees/candidates in the process of completing their fire/rescue classes and are riding apparatus but as additional staffing positions.

The value of these highly qualified volunteers should not just be measured by their selfless role in increasing public safety. Volunteers should also be valued for their part in providing **cost effective public safety** -- saving the County's taxpayers tens of millions of dollars **every year** through their tireless sacrifices for the benefit of the community. Annual savings to County taxpayers includes the following specific items:

- More than **\$23.2** million in salary and benefit costs;
- At least **\$2.4** million by providing firefighter gear, apparatus, equipment, and maintenance of facilities through community fundraising efforts. Replacement value for LFRD provided firefighter equipment and apparatus is over \$25 million; and,
- Millions of dollars annually in rent free use of LFRD facilities (buildings and land). The volunteers own 26 of the 36 fire and rescue stations in Montgomery County.

Thank you for the opportunity to submit our comments and corrections to the Council package on our important collectively bargained agreement.