

Resolution No.: 18-119
Introduced: April 14, 2015
Adopted: April 28, 2015

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations and Fiscal Policy Committee

SUBJECT: Memorandum of Agreement with 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 April 1, 2015, the Council received from the County Executive the attached Memorandum of Agreement between Montgomery County Government and Montgomery County Volunteer Fire and Rescue Association for the period from July 1, 2014, until June 30, 2017.
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 Public Safety Committee reviewed and made recommendations on each of the portions of the Memorandum of Agreement requiring an appropriation of funds for FY16 on April 13.

Action

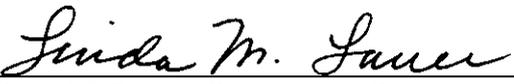
The County Council for Montgomery County, Maryland approves the following resolution:

The County Council approves the following provisions of the Agreement:

1. Article 11 – Upgraded Uniforms and Equipment for active volunteers.
2. Article 12 – Option 1 nominal fee of \$350 and an Option 2 nominal fee of \$600 for active volunteers, effective July 1, 2015.
3. Funding for training up to \$15,000.
4. Volunteer Basic Orientation Course funding up to \$18,000.
5. Side letter/MOU - \$238,525 for MCVFRA operating expenses.

The Council approves all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council

**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 (MCFRA) during term bargaining negotiated economic changes for Fiscal Year 2016 listed below to be effective July 1, 2015.

* * *

**Article 12
NOMINAL FEE**

An active volunteer as defined in Section 21-21 (a) of the Montgomery County Code shall receive either:

(1) a nominal fee of: three hundred (\$300.00) dollars on July 1, 2014, three hundred fifty (\$350.00) dollars on July 1, 2015, and four hundred twenty-five (\$425.00) dollars on July 1, 2016.

OR

(2) a nominal fee of: five hundred (\$500.00) dollars July 1, 2014, six hundred (\$600.00) dollars on July 1, 2015, and six hundred twenty five (\$625.00) dollars on July 1, 2016; if the active volunteer:

* * *

**Article 25
LOSAP**

Section One. The parties agree to begin bargaining on or before June 1, 2015 on length of service modifications. If no agreement is reached by July 31, 2015, the parties shall utilize the impasse procedure as per the Montgomery County Code Section 21-6.

* * *

**Side Letter
ASSOCIATION FUNDING AND VEHICLE**

Marcine Goodloe
President
MCFRA

Dear President Goodloe:

The County agrees to transfer \$235,000 to the MCFRA on July 1, 2014. On July 1, 2015 and July 1, 2016, the County agrees to increase the funding to the MCFRA by 1.5% each year. The MCFRA 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 agrees to continue to provide the Fire Chief or his designee with a quarterly accounting detailing the expenditure of said funds.

Additionally, funding for a new Association vehicle will not be paid during the length of this contract.

Sincerely,

Steve Lohr
Fire Chief
MCFRS

* * *

**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 (MCFVRA) agree that their existing directly negotiated agreement will be amended effective July 1, 2014, through June 30, 2017 with the following agreed upon items.

Please use the key below when reading this document:

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

* * *

Article 5

ORGANIZATIONAL SECURITY

Section One. The County agrees to provide [50] 75 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 MCFVRA 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.

* * *

Article 7

DISCIPLINARY ACTION PROCEDURES FOR LFRD VOLUNTEERS

* * *

Section Four. Fire Chief's Discipline.

* * *

- b. Discipline must not be applied in an arbitrary or capricious manner and must be for cause.

* * *

Section Five. Disciplinary Process.

The parties recognize the importance of completing an IAD investigation in as timely a manner as possible. However, when a volunteer has been the subject of an IAD investigation, and a determination is made not to propose a disciplinary action, the designated proposing official will issue a letter indicating that the volunteer has been cleared or that the investigation has been closed without action. Such letter shall be issued to the volunteer subject to the investigation or proposed disciplinary action as soon as practicable, normally within thirty (30) calendar days of when the case involving the volunteer is closed. The letter will not be placed in the volunteer's MCFRS Operating Record, unless the volunteer indicates in writing that he or she prefers that the letter be contained in his or her MCFRS Operating Record.

- a. Statement of Charges.

1. Before taking a disciplinary action, the Fire Chief shall provide the individual a written Statement of Charges that discloses:

* * *

[F. that the individual may be represented by another when responding to the Statement of Charges.]

F. that the volunteer may be represented when responding to the statement of charges; and,

G. that the volunteer has a right to request a Pre-Discipline Settlement Conference.

A copy of the statement of charges shall be forwarded to the LFRD President or designee. The Fire Chief or designee will employ reasonable means to ensure in-hand delivery of [the individual receives] the statement of charges to the volunteer.

* * *

d. Access to Records:

1. upon issuance of a Statement of Charges, the County shall provide the volunteer with:

A. witness and/or complainant statements used in connection with any charge. These statements will be sanitized (address and phone number deleted.)

B. a copy of the investigation file, related to the volunteer's proposed discipline, including any and all transcripts; and,

C. any and all exculpatory information in the possession of the County.

All information shall be provided timely and free of charge.

* * *

Section Nine. Disciplinary Examinations

- a. The member shall be advised of their right for representation [given the opportunity to be represented] at any examination conducted by a representative of the County in connection with an investigation or complaint if:

* * *

- f. The volunteer, and at the volunteer's discretion, their representative, shall be notified by the investigating official in writing of the alleged charges or conduct for which the employee is being investigated upon notification of the interview/examination being scheduled. An email communication is sufficient to meet the writing requirement under this section.

* * *

Section Eleven. MCFRS/ Internal Affairs Division Investigations

- a. The LFRD may request the assistance of IAD through the Fire Chief in conducting an investigation. The IAD shall work with the LFRDs as requested.

1. IAD must maintain strict confidentiality of all investigations.

2. IAD must share all appropriate information with the LFRD before they discipline their member.

Sincerely,

[Thomas W. Carr, Jr.]
Steve Lohr
Fire Chief
MCFRS

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Side Letter

NOTIFICATION OF INVESTIGATIONS

To: President MCVFRA
FROM: Chief Lohr

I will continue my practice of notifying the MCVFRA president of relevant incidents and investigations that involve any LFRD, and where appropriate for as long as I am the MCFRS Fire Chief.

Side Letter

To: President MCVFRA
FROM: Chief Lohr

The County will notify and seek input from the affected LFRDs prior to implementation of provisions collectively bargained with other bargaining units regarding the installation of appliances.

Side Letter

Volunteer Uniform and PPE Advisory Committee

To: President MCVFRA
FROM: Chief Lohr

In order to continue to review the safety of the uniform and PPE worn by volunteers, and to develop facts and information to aid in the revision of policies pertaining to all components of volunteer uniforms and PPE worn by volunteers, the parties agree to create and maintain an advisory committee. The Volunteer Uniform and PPE Advisory Committee shall meet as necessary.

The Volunteer Uniform and PPE Advisory Committee shall consist of no more than two (2) representatives appointed by the President of the MCVFRA and no more than two (2) members appointed by the Fire Chief.

The Volunteer Uniform and PPE Advisory Committee will be given access to proposed specifications for uniforms and PPE worn by volunteers. In addition, the Volunteer Uniform and PPE Advisory Committee may make recommendations regarding policy revisions and new products. Field testing of new uniform or PPE components may be authorized by the MCFRS Safety office. Any committee recommendations shall be submitted to the Fire Chief and the President of the MCVFRA.

Section One. Effective 1/1/2014, the County's Wellness Program has 55 hours annually for wellness-specific product delivery through it's Employee Assistance Program (EAP) contractor, such as one-hour lunch and learn seminars and webinars. Wellness topics include, but are not limited to: healthy living; smoking cessation; the impact of shift work; sleep as an essential component of health and wellbeing; healthy lifestyles; and understanding depression. MCVFRA are currently covered members under the County's EAP.

The County's Wellness Program has developed a specific plan for fire rescue personnel titled "Fire Rescue Functional Fitness," which addresses both cardiovascular and functional fitness. Fire Rescue Functional Fitness will be conducted onsite at the fire stations and will be available to MCVFRA utilizing volunteer friendly hours to the extent possible.

Article 24

Impasse/Fact-Finding

Section One. During the course of negotiating, either party may declare an impasse and request the services of the impasse neutral, or the parties may jointly request those services before declaring an impasse. Except where specified otherwise in Section 21-6, the timetable and process for impasses resolution, including Council review, must follow the timetable and process in Section 33-153.

Article 25

LOSAP

Section One. The parties agree to begin bargaining on or before June 1, 2015 on length of service modifications. If no agreement is reached by July 31, 2015, the parties shall utilize the impasse procedure as per the Montgomery County Code Section 21-6.

* * *

Side Letter

ASSOCIATION FUNDING AND VEHICLE

Marcine Goodloe
President
MCVFRA

Dear President Goodloe:

The County agrees to transfer \$235,000 to the MCVFRA on July 1, 2014. [of each year of the Agreement.] On July 1, 2015 and July 1, 2016, the County agrees to increase the funding to the MCVFRA by 1.5% each year. 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 agrees to continue to provide the Fire Chief or his designee with a quarterly accounting detailing the expenditure of said funds.

[The County agrees to transfer \$40,000 to the MCVFRA on July 1, 2010 to purchase a vehicle to be used for Association business.] Additionally, funding for a new Association vehicle will not be paid during the length of this contract.

3. All investigations shall be completed in a timely manner where appropriate.

* * *

Article 11

UNIFORMS AND EQUIPMENT

[Section One. In order to qualify to be issued one winter coat by the Department, a volunteer must be an "active volunteer" as defined in Section 21-21(a) of the Montgomery County Code.

In the event a volunteer no longer qualifies for a winter coat, the appropriate LFRD shall be responsible for collecting the coat and returning such to the Department. Failure of the LFRD to return coats or make its best efforts to return coats to the Department will disqualify the LFRD and its active volunteers from receiving coats under this Article.

Section Two. Effective July 1, 2012, the County shall purchase 220 pairs of leather turnout boots. Effective July 1, 2013, the County shall purchase 220 pairs of leather turnout boots. The Association shall distribute the boots to active volunteers as defined in Montgomery County Code Section 21-21(a) on the IECS who belong to an LFRD with an approved Stand-by program;]

Section One. Personal Property Replacement

The County shall reimburse volunteers for the replacement of personal items that are lost, damaged or stolen while in the performance of their duties, provided the item(s) is moderately priced, it was reasonable to use the item(s) on duty and the loss, damage or theft was not as a result of negligence. Volunteers are required to immediately report the loss of, or damage to their personal property to the immediate supervisor, and follow the County's procedure for completing any necessary paperwork.

Article 12

NOMINAL FEE

An active volunteer as defined in Section 21-21 (a) of the Montgomery County Code shall receive either:

(1) a nominal fee of: [two hundred forty (\$240) dollars July 1 each year of this agreement;] three hundred (\$300.00) dollars on July 1, 2014, three hundred fifty (\$350.00) dollars on July 1, 2015, and four hundred twenty-five (\$425.00) dollars on July 1, 2016.

OR

(2) a nominal fee of: [400 hundred (\$400)] five hundred (\$500.00) dollars July 1, 2014, six hundred (\$600.00) dollars on July 1, 2015, and six hundred twenty five (\$625.00) dollars on July 1, 2016; if the active volunteer:

* * *

Article 14

DURATION OF AGREEMENT

The term of the agreement will be three (3) years from July 1, [2011] 2014 through June 30, [2014] 2017.

* * *

Article 16

TRAINING

* * *

Section Eight. The County agrees to provide funding, up to a maximum of \$5,000 per each year of this agreement, to pay certification fees charged by the Maryland Fire Service Professional Qualifications Board. Individual volunteers must demonstrate that they meet the requirements for certification before certification fees will be paid by the County. The County will pay certification fees on a first come, first served basis to eligible volunteers until the \$5,000 allocation is depleted.

Section Nine.

- a. The County will offer training opportunities that focus on volunteers in order to improve performance, build cohesiveness in the volunteer ranks and advance volunteer promotion in rank.
- b. The training offered may include:
 1. Live firefighting, pulling lines, and throwing of ladders;
 2. Handling mass casualty incidents;
 3. Driver training;
 4. Engine Company operations, Truck Company operations, Rescue Squad operations, and EMS; and
 5. Command officer training to include use of the command competencies lab.
- c. Each training session must meet minimum student participation levels as agreed upon by the Fire Chief, or designee, and the MCVFRA. The training specified herein is in addition to normally scheduled and funded courses and is specific to volunteer needs and hours. This training will be coordinated by the MCVFRA and Fire Chief, or designee. All efforts will be made to use qualified volunteer instructors.
- d. Total expenditures will be limited to a maximum of \$10,000 per year of this agreement to fund the training opportunities required by this section.

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Article 22

VOLUNTEER BASIC ORIENTATION COURSE

Section One. The County agrees to fund the Volunteer Basic Orientation Course [each year of the agreement not to exceed \$5,000 per year] \$9,000 on July 1 each year of the agreement. Additional funding not to exceed \$9,000 would be available for reimbursement, for a total available funding of \$18,000 each year. The funding requests will be submitted to the fire chief and/or designee for reimbursement each quarter with appropriate cost documentation.

Article 23

Wellness Program