


**MEMORANDUM**

TO: County Council

FROM: Robert H. Drummer, Senior Legislative Attorney 

SUBJECT: **Worksession/Action:** Resolution to indicate Council's intention regarding the actions necessary to implement the Collective Bargaining Agreement with the Montgomery County Volunteer Fire Rescue Association (MCVFRA)

**Background**

The current structure of the Montgomery County Fire and Rescue Service 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 (©23-25). The process was intended to be similar to collective bargaining with career employees.

The LFRD's selected the Montgomery 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. MCFRS staff believe that this agreement with a volunteer representative was the first of its type in the country.

**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 April 30, 2010, the County Executive submitted the provisions of the 3-year agreement requiring an FY11 appropriation of funds to the Council for review and approval. The Executive's March 15 Recommended FY11 Budget included funding for all economic improvements scheduled to take effect in FY11. However, in light of the increasing deficit, the Executive's revised April 22 Recommended FY11 Budget would not fund the increase to the nominal fee (\$77,230), the turnout boots (\$233,350), the gear bags (\$39,330), and the association vehicle (\$40,000). The agreement expires on June 30, 2011.

### **Key Features of the Agreement Subject to Council Approval**

A table summarizing the contract improvements for FY11 is on ©4. The Public Safety Committee reviewed these provisions on April 26 and May 3 as part of its budget review of the MCVFRA operating expenses. The fiscal impact and the Committee's recommendations for each of these items in FY11 is:

<b>Article/Subject</b>	<b>Item</b>	<b>Is it new for FY11</b>	<b>Executive Recommendation</b>	<b>Committee Recommendation</b>	<b>Fiscal Impact</b>
5, Organizational Security	Annual Awards Ceremony	No	Fund	Fund	\$5000
11, Uniforms & Equipment	Leather turn-out boots	Yes	No funding	No funding, put on reconciliation list	\$233,350
11, Uniforms & Equipment	Gear bags	Yes	No funding	No funding	\$39,330
12, Nominal fee	Increase fee to \$400 to \$600	Yes	No funding	No funding	\$77,230
Side letter/MOU	Business Expenses for MCVFRA	No	Fund	Fund	\$235,000
Side letter/MOU	New vehicle	Yes	No funding	No funding	\$40,000

### **Public Safety Committee**

The Public Safety Committee reviewed the MCVFRA Agreement on April 26 and May 3. The MCVFRA response to the Executive's April 22 revised FY11 Recommended Budget for MCVFRA is at ©28-34. In light of the increasing deficit, the Committee felt that the increases previously negotiated to begin in the final year of the Agreement were no longer affordable. **Committee recommendation (3-0):** place funding for the leather turn-out boots on the

reconciliation list in two equal increments, no funding for gear bags, the increase in the nominal fee, and the new vehicle. The Committee recommended approval of funding for the annual awards ceremony and the business expenses at the same level as FY10.

**This packet contains:**

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OFFICE OF THE COUNTY EXECUTIVE  
ROCKVILLE, MARYLAND 20850

Isiah Leggett  
County Executive

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MEMORANDUM

April 30, 2010

TO: Nancy Floreen, President  
Montgomery County Council

FROM: Isiah Leggett, County Executive 

SUBJECT: Current Collective Bargaining Agreement between the County and  
Montgomery County Volunteer Fire Rescue Association (MCVFRA)

I have attached for the Council's review the current collective bargaining agreement between the Montgomery County Government and the Montgomery County Volunteer Fire Rescue Association (MCVFRA) that was negotiated for the years July 1, 2008 through June 30, 2011 (MCVFRA Contract). For FY11, the MCVFRA Contract calls for a \$100 increase in the nominal fee given to volunteers, the purchase of turnout boots and gear bags for active volunteers, payments by the County for certain association expenses, and \$40,000 for the purchase of a vehicle for MCVFRA business. Each of these items has a fiscal impact for FY11.

My Recommended Budget submitted to Council on March 15, 2010 included funding for these economic improvements provided for the MCVFRA Contract. In light of the increasing deficit, my revised budget does not provide funding for the increase to the nominal fee (\$77,230), the turnout boots (\$233,350), the gear bags (\$39,330), and the association vehicle (\$40,000) scheduled to be effective July 1, 2010. I have attached a summary of the components of the MCVFRA Contract which would have a fiscal impact in FY11.

Attachments

IL: sc

cc:

Joseph Adler, Director, OHR  
Joseph Beach, Director, OMB  
Richie Bowers, Fire Chief  
Marc Hansen, Acting County Attorney

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Current 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 (MCVFRA) negotiated the economic changes for FY 11 listed below to be effective July 1, 2010, during term bargaining for fiscal years 2009-2011.

\* \* \*

**Article 5 – Organizational Security**

\* \* \*

**Section Three.** The County will provide \$5000 in each year of the contract for an annual awards ceremony for the volunteers each April of the contract. The Association and fire chief will agree on a venue, forum and list of recognitions.

\* \* \*

**Article 11 – Uniforms and Equipment**

\* \* \*

**Section Two.** Effective July 1, 2010, the County shall purchase 874 pairs of leather turnout boots in each year of the agreement. 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 Three.** Effective July 1, 2010, the County will supply 874 gear bags for turn out equipment to the MCVFRA. The Association shall distribute the gear bags 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;

\* \* \*

**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 July 1, 2009; four hundred (\$400.00) dollars July 1, 2010;

OR

(2) a nominal fee of: five hundred (\$500.00) dollars July 1, 2009; six hundred (\$600.00) dollars July 1, 2010; if the active volunteer:

\* \* \*

**The parties also agree to the following:**

**Side Letter**

The County agrees to transfer \$235,000 to the MCVFRA on July 1 of each year of the Agreement. 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.

\* \* \*

### Summary of Contract Improvements with MCVFRA for FY 11

No	Article/ Subject	Summary of change	Requires appropriation of funds	Present or future fiscal impact	Requires legislative change	Consistent with Personnel Regulations
1	5, Organizational Security	County will provide \$5,000 for annual awards ceremony each year of the contract	Yes	Yes	No	Yes
2	11, Uniform and Equipment	County will purchase 874 pairs of turnout boots for active volunteers	Yes	Yes	No	Yes
3	11, Uniform and Equipment	County will purchase 874 gear bags for turnout equipment for active volunteers	Yes	Yes	No	Yes
4	12, Nominal Fee	Option 1 nominal fee will increase from \$300 to \$400  Option 2 nominal fee will increase from \$500 to \$600	Yes	Yes	No	Yes
5	Sideletter/MOU	County will provide \$235,000 each year of the contract to MCVFRA for business expenses	Yes	Yes	No	Yes
6	Sideletter/MOU	County will provide \$40,000 to MCVFRA for purchase of vehicle for association business use	Yes	Yes	No	Yes

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 (MCVFRA) agree that their existing directly negotiated agreement will be amended effective July 1, 2008, through June 30, 2011 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 2  
**NON-DISCRIMINATION**

\* \* \*

Section Three. The County supports the delivery of fire, rescue and emergency services through the Montgomery County Fire and Rescue Service, including the local fire and rescue departments, operating under County policies and regulations implemented by the Fire Chief. This partnership ensures that service is delivered within a County-wide context and preserves community-based perspectives of the local fire and rescue departments. County officials, employees, volunteers, and local fire and rescue departments should actively encourage a combined service delivery system provided by local and County resources and promote equal opportunities and fair treatment for all personnel. The County recognizes and respects the contributions of volunteers over many decades that have protected life and property in the County and provided vital and generous private support for an essential public activity. The County acknowledges the years of volunteer effort, risk, and sacrifice; the time and money devoted to purchasing equipment, apparatus, and facilities; and the value to our community of opportunities for public service and fellowship. The County vigorously supports the continuation and expansion of volunteer participation to provide fire, rescue, and emergency medical services in the most cost effective way and to encourage citizen participation in community services. The County and MCVFRA recognize the importance of and promote an atmosphere of integrity and mutual respect among all personnel.

Article 5



## ORGANIZATIONAL SECURITY

**Section One.** The County agrees to provide [500] 1000 copies of the contract in booklet form to be provided to the Association within ninety days of the effective date of this Agreement. The cover page of the Agreement shall be designed by mutual agreement between the parties.

**Section Two.** By July 1, 2009 the County will provide the Association with a "FIREHOUSE" data terminal with the necessary software, communications line, monitor and printer to be located at the MCVFRA office. Security access will be limited to the battalion chief level.

**Section Three.** The County will provide \$5000 in each year of the contract for an annual awards ceremony for the volunteers each April of the contract. The Association and fire chief will agree on a venue, forum and list of recognitions.

**Section Four.** The County and the MCVFRA will determine the size and location of an "orange style" MCVFRA decal which will be displayed on each side of County owned apparatus used in providing fire, rescue and emergency medical services that are staffed by bargaining unit members. The decals will be provided by the Association.

## Article 7 DISCIPLINARY ACTION PROCEDURES FOR LFRD VOLUNTEERS

\* \* \*

**Section Nine. Disciplinary Examinations** [If a volunteer reasonably believes that an examination may result in disciplinary action against the volunteer, the volunteer may request to have another person present with the volunteer for the interview. If the volunteer makes such a request, the County will arrange a mutually agreeable time and place, not to exceed 48 hours. If the volunteer is present at the station, the interview may be conducted during the volunteer's presence in the station.]

- A. The member shall be given the opportunity to be represented at any examination conducted by a representative of the County in connection with an investigation or complaint if:
1. The member reasonably believes that the examination may result in disciplinary action against the member; and
  2. The member requests representation.

- B. If a member requests to be represented at such an examination, the County will delay the examination for a reasonable period of time, to permit the member the opportunity to arrange representation.
- C. The County is free to terminate any examination of a member in connection with an investigation at any time for any reason.
- D. The Association shall have no right to represent a member who is examined as a witness or third party in any investigation. However, if the member learns during the course of the witness/third-party investigation that he or she may be subject to discipline, he or she may request Association representation pursuant to Section 9.A. above.

Section Ten. Time, Place and Manner of Interviews/Examinations Conducted by the Internal Affairs Section of a Member. Any interview or examination conducted by the Internal Affairs Section pursuant to Section 9 of this Article may take place at the Internal Affairs Section office, the MCVFRA Office, or at any other place to which the parties mutually agree.

## **Article 10**

### **EXPENSES**

**Section One.** In the event MCFRS requires an active volunteer as defined in Section 21-21(a) of the Montgomery County Code to undergo follow-up testing (based on a condition discovered as a result of the annual physical provided by Fire Rescue Occupational Medical Section, FROMS) prior to making a determination as to whether said volunteer is medically able to be placed on the IECS, the County shall assume the cost of such follow-up testing in situations where the volunteer has no health insurance which would cover the follow-up testing. The volunteer must attest to the fact that they either have no insurance or that their insurance will not cover such costs and provide all such documentation as is necessary to establish the lack of insurance coverage. Reimbursement for any such tests shall not exceed [~~\$3,000.00~~] \$5,000.00 over the course of the agreement. The volunteer must utilize the services of the provider recommended by FROMS, if any.

\* \* \*

**Section Three.** Effective July 1, 2008, establish a lump sum payment in the amount of \$50,000 to be paid in the event of a line of duty death.

## **Article 11**

### **UNIFORMS AND EQUIPMENT**

\* \* \*

Section Two. Effective July 1, 2010, the County shall purchase 874 pairs of leather turnout boots in each year of the agreement. 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 Three. Effective July 1, 2010, the County will supply 874 gear bags for turn out equipment to the MCVFRA. The Association shall distribute the gear bags 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;

## **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 (\$200.00) dollars each June 1<sup>st</sup>]; a nominal fee of: three hundred (\$300.00) dollars July 1, 2009; four hundred (\$400.00) dollars July 1, 2010;

OR

(2) [a nominal fee of three hundred (\$300.00) dollars each June 1<sup>st</sup> if the active volunteer:] a nominal fee of: five hundred (\$500.00) dollars July 1, 2009; six hundred (\$600.00) dollars July 1, 2010; if the active volunteer:

(a) is on the Integrated Emergency Command Structure (IECS) certified list; and

(b) received the maximum allowable Length of Service Awards Program (LOSAP) points for department or station responses as specified in Section 21-21(k)(6) of the Montgomery County Code in the previous calendar year; and

(c) received the maximum allowable LOSAP points for sleep-in or stand-by as specified in Section 21-21(k)(3) of the Montgomery County Code in the previous calendar year.

In addition, the appropriate LFRD President must certify in writing that the volunteer has met the requirements set forth in section one, subsections (a) through (c) of this article.

[However, the Association must aid the Department in the development of a standby program for each LFRD to ensure that non-career minimum operational unit positions are staffed on a consistent and continual basis. Once developed and implemented, the active volunteers who meet the criteria listed above, shall only receive such nominal fee if the active volunteer's LFRD provides service in accordance with the aforementioned standby program approved by the MCVFRA and the County.]

However, the active volunteers who meet the criteria listed above shall only receive such nominal fee if the active volunteer's LFRD provides service in accordance with Standby program approved by MCVFRA and the County as outlined in Article 19 of this agreement.

Both parties recognize that active volunteers perform hours of service for a public agency for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. Although a volunteer can receive no compensation, a volunteer can be paid expenses, reasonable benefits, or a nominal fee to perform such service. Both parties further recognize that nothing in this agreement is intended to provide compensation or in any other way jeopardize the status of the active volunteers. Both parties agree that if a court of competent jurisdiction or the Department of Labor determines the expenses, reasonable benefits, and/or nominal fee provided in this agreement alters in any way the status of any active volunteer, the provision(s) or article(s) in question will become null and void. The parties agree that in such cases, the parties will reopen the Agreement for direct negotiation.

### **Article 13**

### **LOSAP ADVISORY COMMITTEE**

It is recognized and understood by the parties that the Length of Service Awards Program (LOSAP) is an awards program and that the program's intent, design and purpose are to provide recognition of the LFRD volunteer members for providing volunteer service to the residents of Montgomery County. However, recruitment and retention are additional benefits derived from this awards program to the service.

In order to review, study, and recommend improvements to LOSAP, the parties agree to the establishment of a LOSAP Advisory Committee. This Committee shall meet a reasonable number of times throughout each year. The LOSAP Advisory Committee shall consist of ten (10) members; one member appointed by the Director of Finance; one member appointed by the Director of the Office of Human Resources; one member appointed by the Office of Management and Budget; one member appointed by the Office of the County Attorney; one member appointed by the Fire Chief; and five (5) members appointed by the President of the Association. The President and the Executive Director of the Association shall be non-voting ex officio members of the Committee.

The Committee shall provide written recommendations on improvements to the current LOSAP to both parties.

The Committee shall meet at times convenient to all members.

The Committee shall provide its recommendations to the parties on or before October 1, 2007 so that the Parties may have adequate time to review before the next round of contract negotiations.

The County shall hire and fund an actuarial study of the fiscal impact on current and potential future changes in the program. This actuarial study must be concluded and a report issued to both parties on or before June 30, 2007. Both reports will be addressed during the next scheduled direct negotiations for a successor agreement beginning on or before November 1, 2007.

The above referenced committee shall review, evaluate and recommend improvements to the current LOSAP system in Montgomery County including but not limited to the following items:

- conduct valuation on existing LOSAP program;
- benefits to LOSAP participants;
- age limits and time requirements specifically lowering the benefits time requirement to 20 years from the current 25;
- point banking and point accumulation and evaluating a members participation by lifetime point accumulation vs. years i.e. total of 1000 points to obtain benefits or 20 years of 50 points a year;
- beneficiary changes and additions including minor children;
- any other benefit that may enhance the recognition of volunteers in the service;
- examine and evaluate the effects of any changes on volunteer participation;
- examine the impact of changes to the LOSAP system on volunteer status as it relates to wage and hour laws, regulations, and opinions.]

### **SAVINGS CLAUSE**

If any term or provision of this agreement is, at any time during the life of this agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute, or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this agreement.

**Article 14**  
**DURATION OF AGREEMENT**

[This agreement shall be effective on April 1, 2007 and shall expire on June 30, 2008.

Negotiations for the successor to this Agreement shall commence on November 1, 2007 per Section 21-6 of the Montgomery County Code.]

The term of the agreement will be three (3) years from July 1, 2008 through June 30, 2011.

**Article 15**  
**DRUG AND ALCOHOL TESTING**

**Section One.** The County and MCVFRA shall work collaboratively to develop a drug and alcohol testing policy for all volunteers. Such policy must include: post-collision, for cause, and random drug and alcohol testing. The Drug and Alcohol testing policy must be completed by the parties no later than May 1, 2008. The parties agree that mediator/arbitrator Jerome Ross retains jurisdiction to issue a final decision in accordance with the impasse procedures as stated in Montgomery County Code Section 21-6. Should the parties not reach agreement on a drug and alcohol testing policy including the above listed criteria before May 1, 2008, the parties shall submit last best offers to mediator/arbitrator Jerome Ross no later than 5:00 pm on May 7, 2008. Arbitrator Ross will render a decision no later than 5:00 pm on May 30, 2008. Such policy will be effective July 1, 2008.

**Article 16**  
**TRAINING**

**Section One.** The PSTA shall consider all National Professional Qualification Board (Pro-Board), International Fire Service Accreditation Congress, and Maryland Fire Rescue Institute (MFRI) training certifications. The PSTA shall make every effort to issue a course recognition and equivalency within 14 days of a volunteer request.

**Section Two.** The PSTA shall endeavor to provide training opportunities that meet the needs of the volunteer service. The PSTA shall consider the Association's recommendations with respect to the types of training course to be offered.

**Section Three.** The PSTA shall offer training courses offsite whenever feasible. The PSTA shall consider the Association's recommendations concerning times and locations and in an effort to meet the needs of the volunteer service.

Section Four. The PSTA shall develop an on-line registration system for all PSTA courses by December 1, 2008. Where possible, all registration will be done electronically after that date. The MCVFRA shall be consulted with regard to the program's design and implementation.

Section Five. Where feasible, the PSTA shall develop on-line courses for PSTA courses that can be taught through distance learning by December 1, 2009. The MCVFRA shall be consulted with regard to the courses' design and implementation.

### Article 17

#### FIRE RESCUE OCCUPATIONAL MEDICAL SECTION (FROMS)

Section One. FROMS shall complete all physicals in a timely manner and make available the status of medical clearance for all volunteers, including volunteer applicants, to MCVFRA.

### Article 18

#### RE-OPENER TO CONSIDER LOSAP ENHANCEMENTS of the CURRENT LOSAP LAW (MCVFRA) AND LOSAP II DEFINED CONTRIBUTION SYSTEM (COUNTY)

Section One. The parties agree to begin bargaining March 1, 2009. If no agreement is reached by May 1, 2009, the parties shall utilize the impasse procedure as per the Montgomery County Code Section 21-6.

### Article 19

#### STANDBY DUTY REQUIREMENTS

Section 1. Purpose: Provide minimum staffing at all MCFRS fire and rescue stations on a continuous basis, and to ensure that a system is in place at the local fire and rescue department level to schedule volunteer personnel for volunteer staffing periods.

#### Section 2. Definitions.

- a. Career Employee. A fire/rescue Merit System employee of Montgomery County, or an employee of a local fire and rescue department, who provides firefighting, rescue, or emergency medical service.
- b. Controlled Units. Units that are considered staffed and ready for dispatch by ECC.

- c. **LFRD.** A Local Fire and Rescue Department authorized by Section 21-5 of the County Code to provide fire and rescue services.
- d. **LFRD Standby Duty Policy.** MCFRS approved LFRD Policy that directs the process by which the LFRD uses personnel and resources to reach continuous minimum staffing.
- e. **MCVFRA.** Abbreviation for the Montgomery County Volunteer Fire and Rescue Association. The MCVFRA is the official representative of the LFRDs as described in Chapter 21-6 of the County Code.
- f. **Minimum Staffing.** As defined in Montgomery County Fire and Rescue Commission Regulation 14-90AM effective date 2/11/93.
- g. **PIMS.** Personnel Information Management System.
- h. **Volunteer Staffing Periods.** Volunteer staffing periods are typically Monday through Friday 1700 hours until 0700 hours and on Saturday and Sunday 0700 hours to 0700 hours. However, volunteer staffing periods are any time periods when volunteer staffing is required to maintain minimum staffing levels on controlled units where career minimum staffing is not assigned. The staffing periods above do not preclude volunteers from participating at any other time. It is recognized that volunteers, because of work commitments, may not be able to serve the entire volunteer staffing period.
- i. **Volunteer Personnel.** Members of the LFRDs that serve the MCFRS without hourly compensation for services rendered.

**Section 3.** The intent of this Article is to ensure continuous minimum staffing utilizing volunteer staffing during volunteer staffing periods in fire and rescue stations in Montgomery County. Existing LFRD Duty/Standby Programs that meet the criteria of this Article will be approved.

Each LFRD Standby Duty policy must contain the following criteria:

- a) a written requirement to ensure qualified volunteer staffing for the volunteer staffing periods. For the purpose of this Article, this means utilizing volunteer staffing to maintain minimum staffing levels for controlled units at each LFRD fire or rescue station. The number of personnel required will vary from station to station;
- b) an enforcement mechanism for the LFRD leadership to hold volunteer personnel accountable for participation, including discipline steps for noncompliance;
- c) daily performance reporting that contains volunteer staffing information by unit, personnel serving, rank and time served; and



d) a requirement that the LFRD Chief is responsible to ensure that:

- volunteer personnel are assigned to riding positions and other station activities during the volunteer staffing periods;
- volunteer personnel are managed and mentored while on duty;
- there is adequate volunteer operational staffing during volunteer staffing periods; and
- the actual performance of the LFRD in the Personnel Information Management System (PIMS) is reported by no later than 1700 hours on the following day.

Exceptions to the 1700 hour deadline will be handled on a case-by-case basis and may be approved by the DVS Division Chief or designee in conjunction with the LFRD Chief or designee. If a volunteer is not properly recorded in PIMS, the LFRD Chief or designee may submit a correction to the DVS Division Chief.

**Section 4. Procedure.** Each LFRD must submit a copy of their LFRD Standby Duty policy to the DVS Division Chief and the President of the MCVFRA for approval. Only policies approved by the DVS Division Chief and the President of the MCVFRA will be considered compliant with this Article. As indicated, an LFRD that currently utilizes a Standby Duty policy that meets the criteria set forth in this Article will receive approval for their existing policy. The deadline date for submission of LFRD Standby Duty policies to the DVS Division Chief and President of the MCVFRA is the close of business on October 31, 2008. Once approved by MCFRS and the MCVFRA, it is the responsibility of each LFRD to enforce their Standby Duty policy.

**Section 5. Enforcement.** LFRD volunteers will become ineligible for the Nominal Fee set forth in Article 12 if the active volunteer's LFRD does not adopt a Standby Duty policy in accordance with this Article and provide service in accordance with the approved policy. Failure to provide service means failure of the LFRD to ensure staffing per the approved LFRD Standby Policy on controlled units such that any controlled unit in the affected LFRD has a failure to respond rate of greater than two (2) percent for any calendar year, or violation of the approved LFRD Standby Duty policy after timely notice of such violation is provided by the Fire Chief or designee, in writing to the LFRD Chief or designee, with adequate specificity and a reasonable opportunity to correct the violation is afforded to the LFRD.

Failure to submit the required documentation will result in the loss of LOSAP credit for the period of time in question.

## Article 20

### NOTICE AND OPPORTUNITY

## Section One. Policy Formulation

When the MCFRS or the Fire Chief is contemplating the development of a new MCFRS policy or a change to a current MCFRS policy, the Fire Chief or designee will provide reasonable advanced notice, and if requested, will meet with MCVFRA to provide an opportunity for the MCVFRA to provide input and advice.

In order to afford an opportunity for MCVFRA to participate in policy development, MCVFRA may, at any time, develop or draft policies, regulations, or procedures to present to the Fire Chief for consideration. The Fire Chief or designee will meet with representatives from the MCVFRA on a regular basis in order to receive recommendations from the MCVFRA on policy formulation and review.

## Section Two. Notice and Opportunity to Submit Comments

A. Prior to the implementation of any new or revised Directive, Safety Bulletin, Policy, Procedure, or Instruction(1) relating to or affecting LFRD volunteers, the County shall provide the MCVFRA with written electronic notice and an opportunity to submit comments.

B. Such written electronic notice shall be addressed to the President and the Executive Director of the MCVFRA. Such written electronic notice shall include an explanation and/or description of the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction and the date on which the County intends to implement it. A paper copy of the Directive, Safety Bulletin, Policy, Procedure or Instruction shall also be sent to the Executive Director.

C. The MCVFRA shall have thirty (30) calendar days from the date upon which the President and Executive Director of Association is sent written electronic notice to submit written comments or, if appropriate, proposals regarding the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction. During the thirty (30)-day period, the MCVFRA may request to meet and confer with the Fire Chief or other officials regarding the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction. The County will make all reasonable efforts to accommodate the MCVFRA's request to meet and confer. If the MCVFRA submits proposals on negotiable matters, the parties shall meet to discuss such proposals during and, if necessary, after the expiration of the thirty (30)-day period. The Fire Chief, at his discretion, may accept the recommendations and revise the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction, continue to meet, extend the timeframe for review and comment beyond the 30 days, develop other means to come to an agreement or proceed with his draft of the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction.

D. If an MCVFRA member is disciplined by the Fire Chief due to a serious offense and such discipline is related to the implementation of any new or revised Directive, the County shall have the burden to demonstrate that the MCVFRA was provided notice and opportunity to submit written comments on such Directive, Safety Bulletin, Policy, Procedure or Instruction.

1 The parties understand and agree that the term "Instruction" refers to:  
a) a written explanation provided by the Division Chiefs or the Fire Chief regarding the processes and/or procedures associated with the implementation of a new or revised Directive, Safety Bulletin, Policy or Procedure; or, b) written explanation/clarification provided by the Division Chiefs or the Fire Chief regarding an existing Directive, Safety Bulletin, Policy or Procedure that deviates from an established past practice.

The parties also agree to the following:

Side Letter

The County agrees to transfer \$235,000 to the MCVFRA on July 1 of each year of the Agreement. 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 Association 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.

Side Letter

I hereby agree to enforce the notice provisions of the Non-Emergency reassignment of apparatus policy and procedure, Policy No. 25-04 effective November 14, 2000.

Side Letter

The County will submit legislation to accomplish the following:

Amend Chapter 21, Section 21-21 of the Montgomery County Code to allow a LOSAP participant to elect a designated beneficiary as it relates to the one-time lump sum death benefit payment.


Memorandum of Understanding

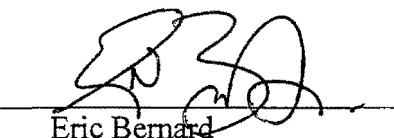
MCFRS and MCVFRA agree to work collaboratively in order to effectively develop an implement the activity tracker referenced in Article 19 of the agreement effective July 1, 2008. In order to accomplish this collaboration, MCFRS will establish a committee in order to solicit input into the development of the activity tracker no later than January 31, 2008. MCVFRA shall select the two individuals designated to represent the association on such committee.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this \_\_\_\_ day of January 2008.

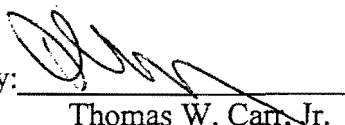
MONTGOMERY COUNTY VOLUNTEER  
FIRE RESCUE ASSOCIATION

MONTGOMERY COUNTY,  
MARYLAND


By:   
Marcine D. Goodloe  
President

By:   
Eric Bernard  
Executive Director

By: \_\_\_\_\_  
Isiah Leggett  
County Executive

By:   
Thomas W. Carr, Jr.  
Fire Chief

APPROVED AS TO FORM AND LEGALITY.  
Montgomery County Attorney's Office

By:   
Bernard H. Fauson

Side Letter

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January 25, 2008

Marcine Goodloe  
President  
MCVFRA

Dear President Goodloe:

The County agrees to transfer \$235,000 to the MCVFRA on July 1 of each year of the Agreement. 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.

Sincerely,

Thomas W. Carr, Jr.  
Fire Chief  
MCFRS

Side Letter

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January 25, 2008

Marcine Goodloe  
President  
MCVFRA

Dear President Goodloe:

I hereby agree to enforce the notice provisions of the Non-Emergency reassignment of apparatus policy and procedure, Policy No. 25-04 effective November 14, 2000.

Sincerely,

Thomas W. Carr, Jr.  
Fire Chief  
MCFRS

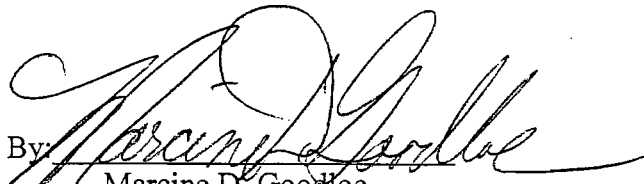
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND THE  
MONTGOMERY COUNTY VOLUNTEER FIRE RESCUE ASSOCIATION

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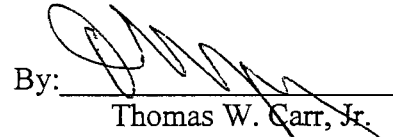
This memorandum of understanding between the Montgomery County Government and the Montgomery County Volunteer Fire Rescue Association (the parties) is intended to memorialize the settlement reached during direct negotiations in January 2008. The parties agree to the following:

- MCFRS and MCVFRA agree to work collaboratively in order to effectively develop an implement the activity tracker referenced in Article 19 of the agreement effective July 1, 2008. In order to accomplish this collaboration, MCFRS will establish a committee in order to solicit input into the development of the activity tracker no later than January 31, 2008. MCVFRA shall select the two individuals designated to represent the association on such committee.

MONTGOMERY COUNTY VOLUNTEER  
FIRE RESCUE ASSOCIATION

By:   
Marcine D. Goodloe  
President

MONTGOMERY COUNTY,  
MARYLAND

By:   
Thomas W. Carr, Jr.  
Fire Chief

\_\_\_\_\_  
County Attorney for form and  
legality

Date \_\_\_\_\_



Side Letter

---

January 25, 2008

Marcine Goodloe  
President  
MCVFRA

Dear President Goodloe:

The County will submit legislation to accomplish the following:

Amend Chapter 21, Section 21-21 of the Montgomery County Code to allow a LOSAP participant to elect a designated beneficiary as it relates to the one-time lump sum death benefit payment.

Sincerely,

Sarah A. Miller  
Labor Relations Manager  
Montgomery County Government

Sec. 21-6. LFRD representative; direct negotiation process.

(a) The Fire Chief must negotiate in good faith with the authorized LFRD representative on the issues or issue areas specified in subsection (f). While each LFRD and its members retain the right to communicate directly with elected and appointed officials, the LFRD representative is the LFRDs' exclusive representative for purposes of negotiating with the Fire Chief.

(b) A representative of the LFRD's becomes authorized to represent their interests when the Fire Chief receives notice that more than 65% of the LFRD's:

(1) have designated that individual or organization in writing as their authorized representative for negotiating purposes; and

(2) consented to be bound by agreements reached between the LFRD representative and the Fire Chief, subject to any ratification procedure previously adopted by the signatory LFRD's.

Any action by the Fire Chief under this subsection and subsection (c) to recognize or not recognize an LFRD representative may be appealed to any court with jurisdiction under the Maryland rules for appeals of administrative agency actions. Any decision of a court under this subsection and subsection (c) may be appealed to the Court of Special Appeals.

(c) An LFRD can revoke its designation of an authorized representative and designate another person or organization not more than once every 2 years. If 65% of the LFRD's vote to revoke the representative's designation, that representative is no longer authorized to negotiate for the LFRD's. If 65% of the LFRD's designate a different representative, that representative is authorized to negotiate for all LFRD's. If an authorization is revoked but no new representative is designated, further negotiating is suspended.

(d) Formal negotiating is initiated when the LFRD representative notifies the Fire Chief, or the Fire Chief notifies the LFRD representative, that a negotiable issue has arisen. The Fire Chief or LFRD representative must respond, either in writing or by meeting, within 15 days. The number of required meetings between the parties each month cannot exceed 1, but the parties can meet more frequently if both agree. The parties may adopt a negotiating calendar under which issues are reserved for discussion at a certain time. A negotiated agreement takes effect unless the LFRD representative notifies the Fire Chief within 60 days of the date of the agreement that a majority of the LFRD's have voted to reject the agreement.

(e) The Fire Chief must consult with the LFRD representative on all major policy changes, to the same extent as the employee organization certified under Section 33-151 is required by law or collective bargaining agreement to be consulted.

(f) Issues subject to negotiating under this Section are:

(1) methods and mechanisms for volunteer firefighters' and rescuers' participation in MCFRS policy decisions;

(2) representation of volunteer firefighters and rescuers on MCFRS committees and task forces;

(3) volunteer firefighter and rescuer recruitment, selection, and recognition;

(4) procedures used to evaluate and discipline volunteer firefighters and rescuers;

(5) protection of volunteer firefighters and rescuers from harassment and discrimination;

(6) LOSAP and other benefits for volunteers, and the administration of any volunteer benefit;

(7) the equitable allocation of appropriated funds and equipment among paid and volunteer personnel; and

- (8) any other issue that pertains only to volunteer firefighters and rescuers.
- (g) Issues not subject to negotiating under this Section are:
  - (1) budgets and expenditures;
  - (2) MCFRS emergency and routine operations; and
  - (3) any other issue not specified as subject to negotiating.
- (h) The Fire Chief and LFRD representative annually must choose an impasse neutral, either by agreement or through the processes of the American Arbitration Association. The impasse neutral's fees and expenses must be paid by the Service.
- (i) 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 this Section, the timetable and process for impasse resolution, including Council review, must follow the timetable and process in Section 33-153.
- (j) When an impasse is reached, the parties must submit the dispute to the impasse neutral. The impasse neutral must attempt mediation by bringing the parties together voluntarily under conditions that will tend to bring about a settlement of the dispute.
- (k) If the impasse neutral, in the impasse neutral's sole discretion, finds that the parties are at a bona fide impasse, the impasse neutral must require the parties to jointly submit all items previously agreed on, and each party to submit a final offer consisting of proposals not agreed upon. Neither party may change any proposal after it is submitted to the impasse neutral as a final offer, except to withdraw a proposal on which the parties have agreed.
- (l) The impasse neutral may require the parties to submit evidence or present oral or written arguments in support of their proposals. The impasse neutral may hold a hearing at a time, date, and place selected by the impasse neutral. The hearing must not be open to the public.
- (m) On or before 60 days after either party has requested the services of the impasse neutral, unless that date is extended by written agreement of the parties, the impasse neutral must select the final offer that, as a whole, the impasse neutral judges to be the more reasonable. Any issue decided by the impasse neutral must not be reopened within 3 years unless both parties agree to do so.
- (n) In selecting a final offer under this Section, the impasse neutral must consider only the following factors:
  - (1) previous negotiated agreements between the parties, including the past bargaining history that led to the agreements;
  - (2) the affordability of all items that will have a significant cost to the Service;
  - (3) effectiveness and efficiency of operations;
  - (4) safety of the public; and
  - (5) the interest and welfare of the public.
- (o) The final offer selected by the impasse neutral, integrated with any items previously agreed on, is the final agreement between the parties, need not be ratified by any party, and has the force and effect of an agreement voluntarily entered into and ratified. The parties must execute that agreement.
- (p) The Executive must submit to the County Council for review any element of an impasse neutral's decision that:
  - (1) requires an appropriation of funds;
  - (2) is inconsistent with any County law or regulation;
  - (3) requires the enactment or adoption of any County law or regulation; or
  - (4) has or may have a present or future fiscal impact.

(q) The Council must consider any decision or part of a decision referred to it under subsection (p) and notify the parties within 60 days if it disapproves the decision or part. The Council may extend this time by resolution. (2004 L.M.C., ch. 5, § 1.)

Resolution No.: \_\_\_\_\_  
Introduced: May 11, 2010  
Adopted: \_\_\_\_\_

COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND

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By: Public Safety Committee

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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 30, 2010, 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, 2008, until June 30, 2011.
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.
6. The Public Safety Committee reviewed the portions of the Memorandum of Agreement requiring an appropriation of funds for FY11 on April 26 and May 3, 2010, and recommended no funding for certain provisions.

**Action**

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

The County Council rejects funding and disapproves the following amendments:

1. Article 11 – the purchase of 874 pairs of turnout boots for active volunteers.
2. Article 11 – the purchase of 874 gear bags for turnout equipment for active volunteers.
3. Article 12 – an increase in the nominal fee from \$300 to \$400 for active volunteers as defined in Code §21-21(a) and from \$500 to \$600 for volunteers who meet additional requirements.
4. Side letter/MOU – purchase of a new vehicle for MCVFRA.

The County Council approves funding for the remainder of the MCVFRA Agreement.

This is a correct copy of Council action.

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Linda M. Lauer, Clerk of the Council

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# Montgomery County Volunteer Fire Rescue Association

380 Hungerford Drive, Rockville, MD 20850; 301-424-1297 phone; 301-294-4721 fax  
www.mcvfra.org

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

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## MCVFRA Responses to MCFRS Budget Submission to the Public Safety Committee of the County Council FY2011

The Association is adding the following responses to the County's comments on our original document. We are raising additional questions that have arisen while the members of the LFRDs have reviewed the documents. It is important to note that the Association is all volunteer, save 1 position, and lacks the basic resources that the MCFRS has at its disposal. We do not have most of the information required to answer the questions and suggestions proposed in the documents.

From the Council package to the MFP committee on 4-19-10:

*The contrast with many past County budgets is stark. For example:*

- *The FY05-07 tax-supported increases for County Government, reflecting rapid revenue growth, were 11.0, 11.4, and 14.1 percent. The FY08-10 changes, reflecting rapid revenue decline, were 6.7, 1.5, and -2.2 percent. The proposed FY11 change is -6.1 percent.*
- *In FY99-09 base salary increases for County Government employees who had not reached the top of their grade -including general wage adjustments (COLAs) and service increments (steps) but not including increases due to promotions or special pay categories -rose about 100 percent on average, while the CPI was up by 37 percent. By contrast, in FY10 there was no COLA, and the Executive's FY11 budget funds neither COLAs nor steps.*
- *In FY97-07 County Government added 2,200 jobs (28 percent) while population rose 15 percent. MCPS added 5,000 jobs (30 percent) while enrollment rose 7 percent. The tax-supported budget rose 80 percent. Similar increases since then have not been possible.*

According to the Office of Legislative Oversight's Report Number 2007-6 A Base Budget Review of the Montgomery County Fire and Rescue Service, Phase I, personnel costs account for **87%** of the total budgeted operating budget expenditures for FY07 (p18). There are at least 67 uniformed positions that are administrative in nature plus 109 civilian positions in MCFRS.

The OLO report goes on further to read:

***"While both the size of the MCFRS workforce and MCFRS personnel costs have increased in recent years, they have not grown at a similar pace. Rather, a large disparity exists in the rate of increase for two seemingly related measurements. During the period from FY02 through FY07, the number of MCFRS positions increased by about 17 percent. Over the same period, MCFRS personnel costs grew by about 83 percent. The rapid rise in MCFRS personnel costs over the past six years likely evidenced the marked growth in MCFRS per employee compensation cost that has occurred in recent years" (Emphasis added).***

Further from the Council package to the MFP on 4-19-10:

*COLA reductions for County agencies are rare. In the deep recession of the early 1990s, County Government employees had no COLAs for three consecutive years. In FY04 COLAs for all agencies were deferred for four months. In FY10 they were eliminated (except for Park Police). Agency step increases have always been funded in the past, even in the difficult budget years of the early 1990s, FY04, and FY10.*

*The Executive's budget does not reflect the arbitration award for FOP Lodge 35, which supported service increments and tuition assistance, or the final year of the contract with IAFF Local 1664, which includes a 3.5 percent COLA, a 3.5 percent pay plan adjustment, and a 3.5 percent service increment.*

***Overall, the County's excellent benefits cost more than one-third of salary for MCGEO and more than half for the FOP and IAFF.***

It must also be noted that many of the suggested cuts and recommendations below have come to us via career members of the service. This is noteworthy since it appears to be taking a career vs. volunteer flavor and that is not the intent.

The following are recommended savings in the fire and rescue budget for the remainder of FY10 and FY2011. The MCVFRA hopes that cuts in essential and emergency services would be a last resort and that cuts in the administrative side of the service would be taken first.

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### Suggestions:

1. Reduce 4-person staffing units back to 3. This was the practice for many years and NO REDUCTIONS in apparatus responding to calls have been made since the 4-person staffing plan started. The paramedic 1+1 staffing plan can continue with the paramedic being the third person. Council staff has calculated the savings to be \$450,000 per unit to reduce career staffing from 4 to 3. The MCVFRA finds this more acceptable than placing entire units out of service.
  - Return one or more of the SAFER grants that require matching funds for hiring 4 person staffing positions.

NOTE: According to DHS a significant number of jurisdictions are returning SAFER grants due to matching funding requirement difficulties.



2. Eliminate unapproved EMS duty officer position. One is paid with overtime and require back-filling of several captain positions. One was cut last budget but no effort has been made to fill positions with qualified volunteers.
3. Eliminate safety captain positions and response vehicle. The safety position is often times filled with a chief officer in incidents and many times is filled with volunteer chief officers. Begin offering volunteers opportunity to fill positions.
4. Return safety chief to operations and remove vehicle.
5. Eliminate Individual performance Evaluations (IPE) for career members which are not in the contract and done each weekend at the PSTA for a minimum of 6 hours, 2-4 personnel all on overtime.
6. Use volunteer command officers only nights and weekends for battalion chief officers (5 positions – chief officers or a portion of them) and eliminate use of vehicle during volunteer hours.
7. Eliminate duty chief (chief 700) nights and weekends and use only volunteer duty chief 700B nights and weekends.
8. Return career captain in the recruiting section back to the field. Utilize volunteers to assist in recruitment.
9. Use regular employees and volunteers in teaching at the training academy, which is currently almost exclusively done on overtime career personnel.
10. Eliminate operational master firefighter from the SCBA shop and place back in the field.
11. Move all fit testing for personnel to FROMS
12. Move annual physicals for members age 16-25 to every 3 years
13. Move annual physicals for members 26-34 to every 2 years.
14. Move physicals for members 35-39 to every 18 months.
15. Reduce responses of apparatus on certain call types:
  - AFRA unit responses
  - Collisions
  - Auto fires
  - Medical calls
16. Eliminate non-uniformed position in uniform/supply section.
17. Elimination of EVOC-II class as a requirement. We are the only county in the US with such requirements.

18. Reduce use of apparatus and career personnel in non-operational stand-bys:

- County fair
- Tiger Woods golf tournament

19. Use volunteers as safety officers for training burns. Currently ONLY career personnel are “authorized” and is done all on overtime. We have several qualified volunteer chiefs who have been doing them for YEARS until recently. There is currently an “unannounced BAN” of house burns since it is done all on overtime.

20. Allow fire fighter III's to ride as unit officers as has been the past practice for over 50 years until the union NEGOTIATED in their contract NOT to allow it any longer requiring a master fire fighter or a lieutenant. This is unnecessary and very costly.

21. Review minimum training standards and eliminate non-core fire/rescue courses.

22. Allow volunteer LFRDs to manage NEW fire/rescue stations that are going to be opening shortly. Currently ALL new fire stations are planned to be Montgomery County fire stations and NOT affiliated with an LFRDs. The LFRDs currently manage the administrative operations of all but 2 firehouses handling everything from paying bills, ordering supplies and scheduling repairs.

The process for affiliation a new fire/rescue station to a LFRD is clearly outlined in Chapter 21 Fire and Rescue Services:

***Sec. 21-26. Title to assets; sale or disposition.***

*(g) For purposes of operation, the Chief Administrative Officer, after considering the advice and recommendations from the Commission, must assign fire stations when built or acquired to a local fire and rescue department or, with the concurrence of the County Executive and County Council, to the Fire and Rescue Service. This Section does not preclude the Fire and Rescue Service from operating a fire station as otherwise provided by law. (1980 L.M.C., ch. 64, § 3; 1998 L.M.C., ch. 4, §1; 1999 L.M.C., ch. 12, § 1; 2004 L.M.C., ch. 5, § 1.*

23. Review current and future CIP projects and delay of eliminate or have volunteer participation in staffing and management:

- Station at Travilah
- Station 18 – KENSINGTON VFD NOT Glenmont station 18
- Station 23 move (Montrose Road/White Flint project) with the Rockville VFD

24. Issue only 1 set of firefighting gear to new fire fighter recruits hired.

25. Do not change battalion chief position in ECC to assistant chief.

## Other Budget Comments:

The three items that are considered cost for any business or government are;

Labor  
Land  
Capital

Let's look at each of those items.

### **Labor:**

We go into this area not to recommend any changes but to point out the savings that the county is experiencing from fire, rescue, emergency medical, administrative and auxiliary cost saving provided by volunteer firefighters, EMTs, paramedics and administrative volunteers.

### Volunteers do not receive:

Salaries  
Compensation time  
Extra pay for various ranks  
Overtime pay  
Call back pay  
Holiday pay  
Compensation for taking training on their days off  
Special duty differentials  
Committee meeting pay or comp time  
Medical spending and dependent care  
Prescription drug plan  
Specific travel paid  
Optical Plan  
Overtime compensation for continuing education requirements for paramedics  
Special pay differentials on promotion  
Crediting of special pay differentials toward fringe benefits  
Shirts – short sleeve golf shirts, short sleeve and long sleeve – 5 each  
Shoes – Uniform,  
Pro Boots  
Jackets  
2 pairs of fire fighting gloves  
Large gear bag  
Sweaters  
Dress pants

These items are needed for the safety, protection and proper functioning in the service yet the LFRDs budgets do not allow for the majority of these items and primarily go to PPE gear. The Executive is now taking out the safety and protection of the boots from volunteers.

We have listed all of the money benefits provided for the service personnel yet the Executive has the nerve to say that the meager nominal fee that was also approved in

our budget is to be taken away. Volunteers in addition to not received pay, additional pay, and major benefits are paying for various expenses in order to be able to serve that are not covered by either the LFRD or the County. The nominal fee comes nowhere near what it would cost the County if that volunteer was not serving and it is unacceptable and we believe reprisal for our stand on the ambulance fee that we are being attacked.

While we do not have COLAs or raises we do have LOSAP that requires earning 50 points and mainly 25 years of service we gave up negotiations on LOSAP to help the financial situation.

Additionally administrative volunteers perform various functions within that LFRD that otherwise would require more paid administrative staffing.

The Auxiliaries in addition to other tasks run the canteen rehab for the County. These canteens are purchased by the LFRD not County taxes. In addition to the 24/7 rehab for all fire/rescue/EMS personnel, they assist to meet various police needs and other needs of both the county and the LFRDs.

#### **Land:**

The volunteer fire and rescue corporations own the majority of stations in Montgomery County. These stations are not only used for providing the County's service but providing offices for career personnel, fitness rooms for all personnel, are used for community needs, multitude of meetings and training, etc.. The LFRDs have never asked for compensation or rent from the County and the LFRDs provide the majority of funding for upkeep and maintenance on the buildings.

The fact that the renovations to volunteer's stations are also for the benefit of the personnel both career and volunteers as well as to accommodate vehicle changes and needed increase service to the county. By law these the County has control over the sale and use of these buildings and any investment in these building will ~~be~~ be for the County's benefit. Here to the volunteers save the County millions upon millions of dollars

In addition the LFRD's though donations and grants continually put money into their stations.

In comparison to the overall MCFRS costs the LFRD's including the MCVFRS are only about one half of a percent of the overall fire and rescue budget, which in no way compares to the millions upon millions of dollars that volunteers save the County.

#### **Capital:**

There is even more volunteer savings than the ownership of the land and stations, operating costs, labor cost, administrative, and auxiliary costs.

Let's look at just some other savings and purchases made by the LFRD's using no County tax dollars or funding:

Kensington VFD

\$63,225 – AFG Wellness Equipment

\$105,883 – fire/rescue equipment (2005 alone)

\$396,500 – Fire engine

\$105,000 –AFG gear and equipment

\$961,000 KME Aerial Tower

\$323,540 = Federal SAFER grant for tuition & training

Germantown VFD

2009 Crimson Fire Engine \$600,000 (donations & federal grants)

Damare Rescue Boat and trailer \$40,000

Remodeled kitchen \$60,000 with only 16,000 from the County

Security System \$30,000

Boat support unit \$40,000 grant funds

Cabin John Park VFD

Pumper – \$600,000

These are just a few of the items purchased from community donations and in recent years supplemented by various Federal grants. Otherwise these items that go into millions of dollars that would have to come out of Montgomery County tax funds.