

MEMORANDUM

TO: Public Safety Committee

FROM: Robert H. Drummer, Senior Legislative Attorney 
Essie McGuire, Senior Legislative Analyst 

SUBJECT: **Worksession:** 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. 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.

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 1, 2014, the Executive submitted a new negotiated agreement between the Executive and the MCVFRA, effective July 1, 2014 through June 30, 2017, for Council review

and action. The Executive included full funding for each economic provision in the agreement in his FY15 Recommended Budget.

The draft resolution necessary for the Council to take action on the economic provisions in the Agreement is at ©2.

Discussion Issues

1. What are the economic provisions in the agreement that require a Council appropriation for FY15?

Although the agreement covers 3 years, the Council must approve or reject only the provisions that require an appropriation of funds for FY15. Each of the 6 provisions in the agreement subject to Council review this year includes an appropriation of funds greater than the FY14 appropriation. *Total funding for the MCVFRA would increase 40.7% over FY14, from \$581,250 to \$817,944.* The following chart shows the proposed increase in funding for each item:

Budgeted Funding for MCVFRA			
Description	FY14	FY15	Increase
Association Funding	223,250	235,000	11,750
75 Printed Contracts	0	300	300
Uniforms & Equipment	0	93,100	93,100
Nominal Fee	342,000	456,544	114,544
Volunteer Basic Orientation Course (VBOC)	16,000	18,000	2,000
Training	0	15,000	15,000
Totals	581,250	817,944	236,694

Association Funding – These funds must be used by the MCVFRA for expenses related to the Association’s “fulfillment of its function as the LFRD authorized representative.” The Association agreed to provide the Fire Chief with a quarterly accounting of its expenditures. The agreement requires a 5.3% increase over FY14, from \$223,250 to \$235,000.¹

75 Printed Contracts – These funds are necessary to print copies of the new agreement for Association members.

Uniforms and Equipment – The Council did not appropriate funds for volunteer uniforms and equipment in the FY14 Budget. The FY15 Recommended Budget includes \$93,100 for volunteer uniforms and equipment. The Agreement to provide uniforms and equipment for volunteers in FY15 is contained in MCFRS Policy No. 06-10. See the April 21 email from Corey Orlosky in OMB at ©20 and Policy No. 06-10 at ©22. The equipment includes 150 leather jackets, 80 turnout boots, and 482 gearbags.

¹ The prior agreement required the County to transfer an additional \$40,000 to the Association for the purchase of a new vehicle for Association business. The Council did not appropriate funds for the new vehicle under the prior agreement. However, the Association plans to purchase a new vehicle for recruiting with some of the funds they will receive from their share of the EMST fee revenue. See the April 15 EMST Revenue Report at ©15.

Nominal Fee - The nominal fee is an annual amount given to volunteers at two levels of active participation. The Council appropriated funds to provide a nominal fee at \$240/\$400 per volunteer in FY14. The agreement would raise the nominal fee to \$300/\$500 for FY15. The total appropriation for the nominal fee would rise 33.4% over FY14, from \$342,000 to \$456,544.

Volunteer Basic Orientation Course (VBOC) – The Council appropriated \$16,000 for the VBOC in FY14. The agreement requires an additional \$2,000 for a total appropriation of \$18,000 in FY15.

Training – The Council did not appropriate any additional training funds in FY14. The agreement requires \$15,000 for additional training funds. A total of \$5,000 of this money is earmarked to pay certification fees charged by the Maryland Fire Service Professional Qualifications Board. The remaining \$10,000 would be used to offer training opportunities focusing on volunteers to improve performance, build cohesiveness, and advance promotion.

2. What other County funding is available to the MCVFRA?

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 most recent report on EMST revenues indicates that the 15% allocation for the LFRDs for the 6 months from July 2013 to December 2013 was \$1,393,535. See the April 15, 2014 Report at ©15. The LFRD portion of the EMST revenue can be used for any of the items funded in the agreement.

3. Should the Council approve full funding for the agreement in addition to the EMST revenue earmarked for the LFRDs?

The Executive's transmission did not explain why he agreed to increase the MCVFRA funding in the agreement by 40.7% over FY14. In light of the additional projected \$2.17 million earmarked for LFRDs from the EMST revenue in FY15, the 40.7% increase in funding under the

agreement is more difficult to understand. This is the first year of a new 3-year agreement with the MCVFRA and the first full year of earmarked EMST revenue for the LFRDs. It appears that the Executive and the MCVFRA did not consider the additional EMST funding during the negotiations for this agreement. However, the Committee may want to discuss how the recurring EMST revenue earmarked for the LFRDs should affect the funding decisions under the collective bargaining agreement. The agreed-upon funding for uniforms, training, the nominal fee, and the Association operating funds would be useful public safety expenditures. The relevant question is the appropriate source for these funds – the EMST revenue, the County general fund, or a combination of the two.

<u>This packet contains:</u>	<u>circle #</u>
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MCFRS Policy No. 06-10	22

GOVT



OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Isiah Leggett
County Executive

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CC
SBF
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MEMORANDUM

April 1, 2014

TO: Craig Rice, President
Montgomery County Council

FROM: Isiah Leggett, County Executive 

SUBJECT: Memorandum of Agreement between the County and MCVFRA

I have attached for the Council's review the agreement resulting from the recent collective bargaining 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 Collective Bargaining Agreement effective July 1, 2014 through June 30, 2017.

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.

cc: Joseph Adler, Director, Office of Human Resources
Jennifer Hughes, Director, Office of Management and Budget
Marc Hansen, County Attorney, Office of the County Attorney

RECEIVED
MONTGOMERY COUNTY
COUNCIL

2014 APR -1 PM 4:33

Resolution No.: _____
Introduced: April 8, 2014
Adopted: _____

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

By: Public Safety 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, 2014, 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 part. The Council may by resolution extend the time for action.
5. The Public Safety Committee is tentatively scheduled to review and make recommendations on each of the portions of the Memorandum of Agreement requiring an appropriation of funds for FY14 on April 23.

Action

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

The County Council disapproves/approves the following provisions of the Agreement:

1. Article 11 – Uniforms and Equipment for active volunteers.
2. Article 12 – Option 1 nominal fee of \$300 and an Option 2 nominal fee of \$500 for active volunteers, effective July 1, 2014.
3. Certification fee reimbursement up to \$5000.
4. Funding for training sessions up to \$10,000.
5. Volunteer Basic Orientation Course funding up to \$18,000.
6. Side letter/MOU - \$235,000 for MCVFRA operating expenses.
7. Personnel property replacement for lost, stolen, or damaged items.

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 (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:

Underlining

[Single boldface brackets]

* * *

Added to existing agreement

Deleted from existing agreement

Existing language unchanged by parties

* * *

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.

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.

* * *

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

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.

Sincerely,

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

* * *

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.

Summary of Proposed Labor Agreement with MCVFRA Effective 01/01/2015

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	5.1	Organization Security/Printed Copies of Contract	The County agreed to increase the number of printed contracts from 50 to 75	Yes	Yes	No	No	See fiscal impact statement
2	7.4	Disciplinary Actions/ Fire Chief's Discipline.	Discipline must be taken for cause	No	No	No	No	
3	7.5	Disciplinary Actions/ Disciplinary Process	<p>IAD investigations will be completed in a timely manner and when the determination to taken no action has been made, the volunteer will receive notification that the investigation has been closed</p> <p>The volunteer may be represented when responding to a Statement of Charges and has the right to request a Pre-Disciplinary Settlement Conference</p> <p>Statement of Charges shall be delivered in-hand when reasonable</p> <p>The volunteer will have reasonable access to information giving rise to disciplinary action; timely and free of charge</p>	No	No	No	No	
4	7.9	Disciplinary Actions/ Disciplinary Examinations	The volunteer subject to investigation will be notified in writing/in email of alleged charges or conduct for which the volunteer is being investigated	No	No	No	No	
5	7.11	Disciplinary Actions/MCFRS-IAD Investigations	All investigations will be completed with confidentiality and in a timely manner; appropriate information will be shared with the LFRD prior to discipline	No	No	No	No	

Summary of Proposed Labor Agreement with MCVFRA EXECUTIVE FI 2015

o.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
6	11	Uniforms and Equipment	<p>The parties agree that uniforms and equipment will be issued to volunteers in accordance with MCFRS Policy 06-10: Personal Protective Equipment and On-Duty Apparel Policy for LFRD Personnel</p> <p>Volunteers will be reimbursed by the County for personal property that is lost, damaged and/or stolen while in the performance of their job duties</p>	Yes	Yes	No	No	See fiscal impact statement
7	12	Nominal Fee	<p>Increase to the nominal fee as follows:</p> <p>July 1, 2014 - Tier One: \$300/ Tier Two: \$500</p> <p>July 1, 2015 - Tier One: \$350/ Tier Two: \$600</p> <p>July 1, 2016 - Tier One: \$425/ Tier Two: \$625</p>	Yes	Yes	No	No	See fiscal impact statement
8	14	Duration of Agreement	July 1, 2014 through June 30, 2017	No	No	No	No	
9	16	Training	<p>The County agrees to provide up to \$5,000 per each year of this agreement, to pay certification fees charged by the Maryland Fire Service Professional Qualifications Board; to be paid on a first come, first served basis to eligible volunteers until the \$5,000 allocation is depleted.</p>	Yes	Yes	No	No	See fiscal impact statement
10	16	Training	<p>The County will offer training opportunities focusing on volunteers to improve performance, build cohesiveness in the volunteer ranks and advance volunteer promotion in rank.</p> <p>Each session must meet minimum participation levels</p> <p>Expenditures to be funded by the County to a maximum of \$10,000</p>	Yes	Yes	No	No	See fiscal impact statement

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Summary of Proposed Labor Agreement with MCVFRA EXECUTIVE PI 2015

o.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
11	22	Volunteer Basic Orientation Course	Increase funding for VBOC to \$9,000 Additional funding up to \$9,000 will be available upon request	Yes	Yes	No	No	See fiscal impact statement
12	23	Wellness Program	The County's Wellness program is extended to volunteers	No	No	No	No	
13	24	Impasse/Fact Finding	Impasse may be declared during negotiations by either party or by both parties in accordance with Montgomery County Code Chapter 21	No	No	No	No	
14	25	LOSAP	The parties will bargain on length of service modifications beginning on or before June 1, 2015 and if necessary declare impasse by July 31, 2015	Yes	Yes	No	No	Future fiscal impact to be determined after negotiations
15	Side Letter	Association Funding and Vehicle	\$235,000 will be transferred by the County on July 1, 2014 On July 1, 2015 and July 1, 2016 funding will increase by 1.5% each year No funding will be provided for a new Association vehicle	Yes	Yes	No	No	See fiscal impact statement
16	Side Letter	Notice of Investigations	The Fire Chief will continue practice of notifying MCVFRA of incidents/investigations that involve any LFRD	No	No	No	No	
17	Side Letter	Installation of Appliances	The County will notify and seek input from affected LFRDs prior to provisions collectively bargained with other bargaining units regarding appliance installation	No	No	No	No	

Summary of Proposed Labor Agreement with MCVFRA EFFECTIVE FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
18	Side Letter	Volunteer Uniform and PPE Advisory Committee	<p>The parties agree to create a joint committee to review the safety of the uniform and PPE worn by volunteers</p> <p>Any recommendations shall be submitted to the Fire Chief and MCVFRA president</p>	No	No	No	No	

Montgomery County Volunteer Fire and Rescue Association Fiscal Impact Summary*

Article	Item	Description	Annual Cost		
			FY15	FY16	Beyond FY16
5	Printed Contracts	75 printed contracts in FY15	\$300	\$0	\$0
11	Uniforms & Equipment	Include leather boots and jacket as new gear, provide gear bags in FY15	\$93,100	\$69,000	\$69,000
12	Nominal Fee	Nominal fee of \$300/\$500 in FY15, \$350/\$600 in FY16, and \$425/\$625 in FY17**	\$114,544	\$201,740	\$249,241
16	Training	Provide \$10,000 funding for training and \$5,000 for Pro-Board certification	\$15,000	\$15,000	\$15,000
22	Volunteer Basic Orientation Course	Training fee not to exceed \$18,000 each year of the agreement	\$2,000	\$2,000	\$2,000
Side Letter	Association Operating Funds	Association funding effective July 1 each year of the agreement	\$11,750	\$15,275	\$18,853
Total			\$236,694	\$303,015	\$354,094

* Estimates reflect the impact to all funds.

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

Montgomery County Fire and Rescue Service

Emergency Medical Services Transport Insurance Reimbursement Program Report

The Fire Chief must report to the Council not later than October 15, 2013 and April 15, 2014: the total amount of funds in the restricted account; the total amount to be distributed to the LFRD's; each project and LFRD allocation; and the amounts distributed to and spent or encumbered by each LFRD to date, by project and fiscal year.

The Emergency Medical Services Transport Insurance Reimbursement Program which started on January 1, 2013 has processed 70,819 transports as of February 28, 2014. As part of the legislation establishing the program, 15% of net program revenue must be allocated and distributed to the local fire and rescue departments (LFRDs) to be used to replace or augment apparatus owned and staffed by local fire and rescue departments and training, gear, and equipment for the local fire and rescue departments.

As of December 31, 2013, the EMST program had net revenue of \$12,300,904. Of this amount, \$1,845,137 was allocated and available for distribution to the LFRDs. The first distribution of \$451,599 went to the LFRDs in March 2014. The remaining \$1,393,538 will be distributed in the coming weeks after projects are approved and agreements are signed.

Period	Gross Revenue	Program Expenses	Net Revenue	15% Allocation to the Local Fire Departments
FY13 (Jan to June 2013)	\$ 3,431,187	\$ 420,507	\$ 3,010,680	\$ 451,602
FY14 (July to December 2013)	\$ 9,858,715	\$ 568,481	\$ 9,290,234	\$ 1,393,535
	\$ 13,289,902	\$ 988,988	\$ 12,300,914	\$ 1,845,137

The following table shows the LFRD and MCVFRA projects that are being funded through EMST reimbursement distributions. The initial distribution of \$451,599 covered about one-third of the cost of each project. The upcoming distribution of \$1,393,538 will not only fund the remaining two-thirds of each project, but will also provide \$663,859 for additional projects. These projects are in the development and approval process. When the projects are approved and agreements signed, the full \$1,393,538 will be distributed.

Department	Project	Total Project Cost	First FY14 Distribution	Second FY14 Distribution
Bethesda Fire Department	Fund administrative staff	\$15,000	\$5,734	\$9,266
		\$15,000	\$5,734	\$9,266
Bethesda-Chevy Chase Rescue Squad	NONE			
		\$0	\$0	\$0
Burtonsville Volunteer Fire Department	Fund administrative staff 1 year	\$32,000	\$12,234	\$19,766
	Replace Amkus hydraulic rescue tools on RS715	\$19,000	\$7,264	\$11,736
	Standby-by food	\$8,000	\$3,058	\$4,942
		\$59,000	\$22,556	\$36,444
Cabin John Park Volunteer Fire Department	Replace command vehicle	\$50,000	\$19,115	\$30,885
	Fund administrative staff	\$20,000	\$7,646	\$12,354
	Standby food	\$5,000	\$1,911	\$3,089
		\$75,000	\$28,672	\$46,328
Chevy Chase Fire Department	Fund administrative staff	\$7,500	\$2,867	\$4,633
	Replace worn and broken window shades	\$5,500	\$2,103	\$3,397
		\$13,000	\$4,970	\$8,030
Damascus Volunteer Fire Department	Build out building for storage	\$5,000	\$1,912	\$3,088
	Surveillance camera purchase and installation	\$2,500	\$956	\$1,544
	Fund part-time administrative staff	\$20,000	\$7,646	\$12,354
	(5) Garmin GPS for apparatus	\$1,000	\$382	\$618
	Standby food	\$5,000	\$1,911	\$3,089
		\$33,500	\$12,807	\$20,693

Department	Project	Total Project Cost	October 2013 Distribution	Project Balance in April 2014 Distribution
Gaithersburg-Washington Grove Vol. Fire Dept.	Replace A708C	\$70,000	\$26,761	\$43,239
	Standby food	\$5,000	\$1,911	\$3,089
		\$75,000	\$28,672	\$46,328
Germantown Volunteer Fire Department	Replace staff vehicle	\$47,000	\$17,968	\$29,032
	Stand-by food - 12 months	\$8,000	\$3,058	\$4,942
		\$55,000	\$21,026	\$33,974
Glen Echo Fire Department	Fund Administrative Staff	\$15,000	\$5,735	\$9,265
	Station renovations	\$41,000	\$15,674	\$25,326
		\$56,000	\$21,409	\$34,591
Hillandale Volunteer Fire Department	Fund administrative staff	\$15,000	\$5,734	\$9,266
	Standby food	\$3,000	\$1,147	\$1,853
		\$18,000	\$6,881	\$11,119
Hyattstown Vounteer Fire Department	Administrative support Staff	\$5,000	\$1,912	\$3,088
	Standby food	\$1,000	\$382	\$618
		\$6,000	\$2,294	\$3,706
Kensington Volunteer Fire Department	Command vehicles (2) loan payoff	\$66,365	\$25,371	\$40,994
	Replace utility 705 pick-up	\$45,000	\$17,204	\$27,796
	Fund administrative staff	\$35,000	\$13,381	\$21,619
	Standby food	\$8,000	\$3,058	\$4,942
		\$154,365	\$59,014	\$95,351
Laytonsville District Volunteer Fire Department	Renovation/addition to station 17	\$100,000	\$38,230	\$61,770
	Volunteer stand-by support	\$8,000	\$3,058	\$4,942
		\$108,000	\$41,288	\$66,712

Department	Project	Total Project Cost	October 2013 Distribution	Project Balance in April 2014 Distribution
Rockville Volunteer Fire Department	Command vehicle replacement	\$47,820	\$18,282	\$29,538
	Administrative staff	\$15,000	\$5,734	\$9,266
	Stand-by food	\$18,000	\$6,881	\$11,119
	Command vehicle replacement	\$47,820	\$18,282	\$29,538
	Training props	\$10,000	\$3,823	\$6,177
	New roof S-33	\$20,000	\$7,646	\$12,354
	AED purchase (10)	\$14,000	\$5,352	\$8,648
		\$172,640	\$66,000	\$106,640
Sandy Spring Volunteer Fire Department	Stand-by food - volunteer support	\$10,000	\$3,823	\$6,177
		\$10,000	\$3,823	\$6,177
Silver Spring Fire Department	Clean, treat and paint St-16 engine bays	\$29,000	\$11,086	\$17,914
	Replace St-16 kitchen cabinets	\$10,800	\$4,129	\$6,671
	Standby food	\$3,000	\$1,147	\$1,853
		\$42,800.00	\$16,362	\$26,438
Takoma Park Volunteer Fire Department	Lighting for chief's vehicle	\$3,573	\$1,366	\$2,207
	Standby Food	\$5,000	\$1,911	\$3,089
		\$8,573	\$3,277	\$5,296
Upper Montgomery County Volunteer Fire Department	Administrative staff support	\$10,000	\$3,823	\$6,177
	Re-grading of exterior parking lot	\$11,900	\$4,549	\$7,351
	Install safety railing on roof of newly constructed addition	\$12,500	\$4,779	\$7,721
	Standby food	\$3,000	\$1,147	\$1,853
		\$37,400	\$14,298	\$23,102

Department	Project	Total Project Cost	October 2013 Distribution	Project Balance in April 2014 Distribution
Wheaton Volunteer Rescue Squad	Command vehicle replacement	\$43,000	\$16,439	\$26,561
	Utility vehicle replacement	\$49,000	\$18,733	\$30,267
	Stand-by food	\$18,000	\$6,881	\$11,119
	Administrative staff	\$15,000	\$5,734	\$9,266
		\$125,000	\$47,787	\$77,213
MCVFRA	Tuition assistance program	\$50,000	\$19,115	\$30,885
	Volunteer Basic Orientation Course (VBOC) support	\$10,000	\$3,823	\$6,177
	Administrative support staff	\$10,000	\$3,823	\$6,177
	Rent for recruiting center	\$12,000	\$4,588	\$7,412
	Recruiter vehicle	\$35,000	\$13,380	\$21,620
		\$117,000	\$44,729	\$72,271
	TOTAL	\$1,181,278	\$451,599	\$729,679

Funds available for distribution		\$451,602	\$1,393,535
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Available for additional projects		\$3	\$663,859
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Drummer, Bob

From: Orlosky, Corey
Sent: Monday, April 21, 2014 11:12 AM
To: Drummer, Bob
Cc: Del Pozzo, Dominic; Adler, Joseph; Sluchansky, Steven; Cook, Sarah; Radcliffe, Edward; O'Brien, Lori; McGuire, Essie
Subject: RE: MCVFRS Agreement
Attachments: MCFRS Policy 6-10 Council Format.docx

Bob,

Please let me know if you have any further questions.

1. Article 11 in the Agreement that the Executive sent over (see attached file) does not mention funding for uniforms and equipment. Can you send me a copy of the provision that requires this funding? Where does the \$93,100 for equipment and uniforms come from?

The \$93,100 for equipment and uniforms is listed in Policy 06-10, Personal Protective Equipment and On-Duty Apparel Policy for LFRD Personnel (attached), and comes from 3 components:

- 150 leather jackets at \$300/jacket (\$45,000)
- 80 turnout boots at \$300/pair of boots (\$24,000)
- 482 gearbags at \$50/bag (\$24,100)

2. Article 11 has a new provision requiring the County to reimburse volunteers for personal property lost, damaged, or stolen during performance of duties. Why is there no fiscal impact for this provision?

This provision has no fiscal impact because it is currently contained within a County's insurance policy. These actions are already being done; the provision simply codifies this practice.

Corey B Orlosky
Management & Budget Specialist
Montgomery County OMB
101 Monroe St, 14th Fl.
Rockville, MD 20850
240.777.2762
corey.orlosky@montgomerycountymd.gov

From: Drummer, Bob
Sent: Friday, April 18, 2014 5:14 PM
To: Orlosky, Corey
Cc: Del Pozzo, Dominic; Adler, Joseph; McGuire, Essie
Subject: MCVFRS Agreement

Corey,

I understand that you prepared the fiscal impact statement for this Agreement. I have the following questions:

1. Article 11 in the Agreement that the Executive sent over (see attached file) does not mention funding for uniforms and equipment. Can you send me a copy of the provision that requires this funding? Where does the \$93,100 for equipment and uniforms come from?

2. Article 11 has a new provision requiring the County to reimburse volunteers for personal property lost, damaged, or stolen during performance of duties. Why is there no fiscal impact for this provision?

The packet for the Public Safety Committee worksession on this Agreement is due to go to print on Monday. I need these answers on Monday morning.

Robert K. Drummer
Senior Legislative Attorney
Montgomery County Council
100 Maryland Ave
Rockville, MD 20850
240-777-7895

MONTGOMERY COUNTY FIRE AND RESCUE SERVICE

**PERSONAL PROTECTIVE EQUIPMENT AND
ON-DUTY APPAREL POLICY FOR LFRD PERSONNEL**

Issued by: Fire Chief

Policy No: 06-10

Authority: Montgomery County *Code* Section 21-2.(d)(2)

Effective Date:

Section 1. Purpose: To establish a policy and standard procedure for issuing personal protective equipment (PPE) and on-duty apparel to the volunteer personnel/members of the Local Fire and Rescue Departments (LFRDs) of the Montgomery County Fire and Rescue Service (MCFRS). Requirements are also provided for acquiring, marking, maintaining, altering, replacing, and returning the PPE and on-duty apparel.

Section 2. Applicability. This policy and procedure applies to the LFRDs and their volunteer members/personnel. Personal protective equipment also may be purchased using other funding sources, if the PPE meets or exceeds the applicable minimum MCFRS safety specifications available through the MCFRS Logistics Section.



This policy was developed in cooperation with the Montgomery County Volunteer Fire-Rescue Association (MCVFRA).

Section 3. Definitions.

- a. **Administrative Personnel.** Individuals, including auxiliary members, who provide non-emergency support to the LFRDs.
- b. **American National Standards Institute (ANSI).** The non-profit organization formed in 1918 by the American Institutes and Societies of: Electrical Engineers; Mechanical Engineers; Civil Engineers; Mining Engineers; and the American Society for Testing and Materials, collectively. ANSI http://en.wikipedia.org/wiki/ASTM_International oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel in the United States and internationally, and coordinates them to ensure that the characteristics, performance, definitions and terms of products are consistent, and that products are tested identically.
- c. **Integrated Emergency Command Structure (IECS).** The operational chain of command and rank structure that integrates all fire and rescue services personnel, both career and

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- volunteer, who have met the applicable training, experience, certification, and credentialing requirements.
- d. **Local Fire and Rescue Department (LFRD).** An individual fire or rescue squad corporation authorized under *Code* Section 21-5 to provide fire or rescue services, and is a component of MCFRS.
 - e. **National Fire Protection Association (NFPA).** The trade association whose mission it is to reduce the burden of fire and other hazards on the quality of life. The NFPA researches, establishes, and publishes standards and consensus codes on subjects including building codes and firefighting gear and equipment used/worn for hazmat, rescue, and firefighting responses. The NFPA develops and publishes more than 300 codes and standards intended to minimize the risk, occurrence, and effects of fire.
 - f. **Negligence.** An individual's failure to exercise reasonable care, under a given circumstance.
 - g. **On-Duty Apparel.** Garments worn by LFRD personnel when they:
 - 1. are involved with the assigned service, business, activity, or work of MCFRS, or participate at a fire, rescue or emergency medical incident;
 - 2. act or represent MCFRS in an official capacity, or provide direct emergency care or services to the public;
 - 3. work during scheduled hours, and are present at, on, or in any MCFRS premises, apparatus/vehicle, or activity; or,
 - 4. attend any official MCFRS event.
 - g. **Personal Protective Equipment (PPE).** Protective clothing and turnout gear ("gear") worn by IECS-certified personnel when engineering controls cannot minimize the risk that exists while they are performing fire suppression, rescue, and emergency medical services. These issued items are indicated in **Appendix B**.
 - h. **Personnel/member.** For purposes of this policy, this term refers to a volunteer member of the Local Fire and Rescue Department of the Montgomery County Fire and Rescue Service.

Section 4. Policy. Requirements for PPE and On-Duty Apparel.

All IECS-certified personnel must wear appropriate PPE that meets or exceeds NFPA and ANSI standards, as applicable, when engaged in the delivery of fire suppression, rescue, and emergency medical services (EMS), when hazards exist that could cause harm to them while they perform the activities required to mitigate the incident to which they have responded.

- a. All Montgomery County tax-funded PPE and on-duty apparel will be selected, purchased, issued, and accounted for by the Logistics Section of the MCFRS Administrative Services Division. PPE and on-duty apparel will be selected in consultation with the Montgomery County Volunteer Fire-Rescue Association

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- (MCVFRA), but the final decision on their purchase rests with the Montgomery County Fire Chief or designee.
- b. All PPE must meet or exceed NFPA or ANSI Standards, or both, for that type of garment, as appropriate.
 - c. The standard MCFRS' PPE and on-duty apparel complement issue for volunteer LFRD personnel is listed in *Appendix B*.
 - d. **Required Marking of PPE and On-duty Uniform Apparel.**
 1. **Coat.** All tax-funded PPE firefighting and EMS coats will be marked "MONTGOMERY COUNTY FIRE/EMS" on the top half of the coat back, and the LFRD name will be marked on the center panel, as shown in *Appendix C*. The member's last name will also be marked on a panel and attached with Velcro and a snap panel to the very bottom area of the coat back. The size of the lettering will be proportionate to the space available on that area of the coat. All lettering must be completed and furnished by the approved MCFRS contractor.
 2. **Uniform Shirts.** All button-down uniform shirts are issued with *no patch*; the LFRD will provide the shoulder patch. MCFRS will provide tax funding to apply the shoulder patch.
 3. **Other Shirts.** All other shirts are provided with the LFRD name/logo (shown in *Appendix D*) imprinted on the left front chest in a single color as a patch, with the LFRD name printed across the back. The LFRD logo may be changed *only* at five-year intervals, or when the LFRD changes its official patch. When this occurs, MCFRS will continue issuing the printed shirts until its stock is exhausted, before shirts with the LFRD's new logo are created and distributed.
 - e. All PPE for firefighting activities *must* be a matching set regarding its manufacturer and specifications, i.e., a *Globe Extreme* fire coat *must* be paired with *Globe Extreme* fire pants.
 - f. PPE/on-duty apparel will be issued *only* after MCFRS has issued a fire service identification number to the member, and the member has successfully passed the entrance physical examination at FROMS.
 - g. At the request of the LFRD, MCFRS' Logistics Section will issue to volunteer personnel, including auxiliary members and administrative personnel, on-duty apparel that displays the LFRD-approved logo.
 - h. An LFRD may use another funding source available to it to purchase PPE/on-duty apparel, providing that PPE/on-duty apparel meets or exceeds MCFRS' minimum safety specifications. These safety specifications are available through the MCFRS Logistics Section.

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- i. The LFRD may design, purchase, and issue uniform striping, and breast and hat badges for all rank levels for its personnel at the LFRD's expense.
- j. The LFRD will issue and store all LFRD-purchased PPE/on-duty apparel.
- k. MCFRS will issue and store all tax-purchased MCFRS PPE/on-duty apparel.
- l. All IECS-certified minimum staffing volunteers will be issued two sets of PPE, as available. The issuance of the second set of PPE will be phased in at a time to be determined by the MCFRS Fire Chief.

Section 5.A. Procedure. *Obtaining PPE and On-Duty Apparel.*

- a. To obtain PPE/on-duty apparel from the MCFRS Logistics Section, LFRD personnel *must* complete all required sections of the PPE/on-duty apparel *Property Request* form, including rank, affiliation, and MCFRS ID number (see *Appendix A*). The Request Form must then be approved and signed by the LFRD Chief, LFRD President, or other LFRD-authorized designee on file with MCFRS' Logistics Section. The member *must bring the completed and signed* Property Request form when reporting to the Logistics Section.
- b. The LFRD member must report to the Logistics Section to be fitted for PPE/on-duty apparel, and will receive the approved items that are in stock. Personnel must remember that there may be delays in receiving issued items. The Logistics Section will order out of stock items, and will notify the LFRD-authorized designee when they are delivered. The LFRD designee will notify the LFRD member when the items are available, and the member will return to the MCFRS Logistics Section, sign the *Issue Sheet*, and receive the remaining items.
- c. **Photo ID Requirement.** All personnel *must* present a photo identification (MCFRS/LFRD ID, or valid driver's license or any government-issued photo ID) when reporting to the Logistics Section to be fitted for and issued PPE/on-duty apparel.
- d. **Replacement/Loaner Gear.** When PPE becomes contaminated or is condemned while a member is on-duty, MCFRS must ensure that replacement/loaner gear is available immediately, with access to its Logistics Section provided by an authorized MCFRS officer, 24 hours a day, seven days a week.

Section 5.B. Procedure. *Inspecting, Cleaning, and Repairing PPE; Altering and Replacing On-Duty Apparel.*

All PPE must be cleaned, periodically inspected, and repaired as necessary. The cost of repairs is provided for in the LFRDs' County tax-funded budget. The repairs must be reviewed and approved by the MCFRS Logistics Section. However, PPE will *not* be repaired if the cost to repair them is greater than 51% of the cost of a new PPE garment.

- a. **Inspection.** All PPE must be periodically inspected by a trained PPE inspector. The results of the inspection must be documented and sent to the MCFRS Safety Section.

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- b. **Cleaning.** All PPE must be cleaned, repaired, or altered only as specified under the authorized MCFRS cleaning and repair contract, with the approval of the MCFRS Logistics Section.
- c. **Replacing and Altering On-Duty Apparel and Dress Uniforms.** On-duty apparel will be replaced 24 months after being issued, or on an as-needed basis after the approval of the LFRD chief, president, or authorized LFRD designee, for personnel who are IECS-ranked at Firefighter II or EMS Provider I, or higher rank, except for chief officers' dress uniforms. For dress uniforms, sizing adjustments will occur annually. Dress uniform components may be replaced for wear and tear issues, as necessary. Dress uniforms are position-specific; those that are returned in good condition may be cleaned and re-issued. **Three season jackets will be issued according to the matrix in appendix B. Three season jackets will be replaced on a case by case basis where the damage to the jacket has exceeded 51% of the cost of a new jacket to make repairs.**
- d. The on-duty apparel of auxiliary and administrative members are eligible for replacement at 48-month intervals, or on an as-needed basis, after the approval of the LFRD chief, president, or authorized LFRD designee. **Replacement of three season jackets will be done in accordance with paragraph 5.B. c. of this policy.**
- e. **Lost, Stolen, or Damaged On-Duty Apparel, Dress Uniforms, or PPE Components.** Members are responsible to safeguard and secure their uniform components. When a member discovers that an item of on-duty apparel, uniform, PPE component, or official equipment has been lost, stolen, or damaged, the member must report it to their supervisor. The supervisor must then notify the appropriate LFRD Chief, who must investigate the circumstances and determine who is responsible. If the loss or damage is the result of a member's negligence, as defined in Sec. 3.e. of this policy, the member must be notified in writing of their responsibility for the expense of replacement. The item must then be replaced at that individual's expense.
- f. The member must complete the "Volunteer Statement" section of the Property Request form if an article of PPE/on-duty apparel is lost, stolen, or damaged. Stolen items valued at \$100 or more must be reported to the police department having jurisdiction. A copy of that report must be attached to the Property Request form (***Appendix A***).

Section 5.C. Procedure. Returning PPE/Uniform Apparel.

When a member terminates their affiliation with an LFRD, they *must return all PPE/uniform apparel* to the issuing agency (i.e., the LFRD or the MCFRS Logistics Section). The MCFRS Logistics Section will issue a return receipt for all property returned by a volunteer member or an LFRD. **The LFRD must alert MCFRS, Division of Volunteer Services via the Personnel Information System (PIMS) of any member that terminates with MCFRS and must assure that Uniforms and PPE issued by MCFRS are returned. DVS will audit PIMS monthly and provide Logistics with a list of volunteers who have terminated with MCFRS.**

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Failure to return these items will result in civil or criminal action.

Section 6. Implementation and Enforcement. The Fire Chief is the implementation and enforcement authority for all policies and regulations of the Montgomery County Fire and Rescue Service.

Section 7. Effective Date. This policy is effective on

Approved:

Steven E. Lohr, Fire Chief
Montgomery County Fire and Rescue Service

Date

Attachments:

- Appendix A. PPE and On-Duty Apparel: Property Request form:** From MCFRS Quicklinks,
Go to *Division of Volunteer Services*, and click on *Property Request form*
- Appendix B. MCFRS Std. PPE/On-Duty Apparel Complement Issued to Vol. Personnel**
- Appendix C. LFRD Name on Lower Panel of PPE Coat Back**
- Appendix D. LFRD Names/Logos/Emblems**

LFRD PPE-UNIFORM POLICY WH-bf wp 2-25-13

Appendix A- PPE/On-duty Apparel Property Request form

The Property Request form is viewable on MCFRS *Quick Links*.
(Go to the *Office of the Fire Chief* webpage, and click on the
DRAFT Policies and Procedures page. Click again on *Appendix A*.)

* * *

**Appendix B- MCFRS Standard PPE and On-duty Apparel Complement Issued to Volunteer
Personnel**

On-Duty Apparel will be LFRD-specific where Applicable

New Members Complement: Issued *ONCE*

- Two tee shirts
- One polo shirt
- One pair of pants
- Belt

Firefighter I or EMS Provider I Rank through Firefighter III

- Four tee shirts
- Any 4, combination of:
 - long-sleeve button down shirt
 - short-sleeve button down shirt
 - midnight blue polo shirt
- Two pairs of pants, cargo/regular
- One pair of oxford shoes
- [One- three-season jacket]
- Two sweat shirts
- One pair of sweat pants
- One silver or gold name plate, depending on LFRD requirements
- One pair workout shorts
- One set of collar brass

Master Firefighter, Line Officer, Lieutenant and Captain

- Two long-sleeve button down shirts
- Two short-sleeve button down shirts
- Two pairs of pants, cargo/regular
- Gold name plate
- Collar brass
- One gold badge, LFRD specific
- [One- three-season jacket if contract requirements are met.]

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Chief-Level Officers/Sr. Admin. Officers- President and Vice President

- Dress uniform
- Three long-sleeve button down shirts
- Three short-sleeve button down shirts
- Four pairs of pants, cargo/regular
- Collar brass
- Name tag
- One gold badge, LFRD specific
- One pair dress shoes
- Belt

Administrative and Auxiliary Members

- Two tee shirts
- One polo shirt
- One pair of pants
- Belt
- One three season jacket after two years of active service in MCFRS

PPE for New Fire/Rescue Members

The gear immediately below is issued for the duration of the class and can be used for responses during the class period.

- Red helmet
- Fire coat
- Fire pants
- Protective hood
- Fire gloves
- Utility gloves
- Rubber fire boots
- Eye protection
- Hearing protection
- Suspenders
- Gear bag

Firefighter I:

New Firefighter candidates/recruits will retain the gear issued to them as they progress in rank. However, the initial helmets issued will be exchanged *from red to yellow* when the individual completes the Firefighter I program.

- Yellow helmet
- Fire coat
- Fire pants

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- Protective hood
- Fire gloves
- Utility/rescue gloves
- Rubber fire boots
- Eye protection
- Hearing protection
- Suspenders
- Rank rocker

Firefighter II

- **One pair of leather boots (if rubber boots were issued by MCFRS they must be returned to Logistics to receive the leather boots)**
- **One three season jacket**

New EMS Provider Member:

- *Red* helmet
- EMS coat
- EMS pants
- Utility/rescue gloves
- Suspenders
- Hearing protection
- Eye protection
- Rank rocker
- Gear bag

EMS Provider I through EMS Provider Master:

- *Blue* helmet
- EMS coat
- EMS pants
- Protective hood
- 6" Side zip-up Station boot
- Rescue gloves
- Suspenders
- Hearing protection
- Eye protection
- Rank rocker
- **One three season jacket**
- **One pair of leather boots (if rubber boots were issued by logistics, they must be returned to get leather boots)**

* * *

Appendix C- LFRD NAME ON THE LOWER PANEL OF PPE COAT BACK

- Bethesda = **BETHESDA**
FD
- Burtonsville = **BURTONSVILLE**
VFD
- Cabin John = **CABIN JOHN**
VFD
- Damascus = **DAMASCUS**
VFD
- Gaithersburg = **GWGVFD**
- Germantown = **GERMANTOWN**
VFD
- Hillandale = **HILLANDALE**
VFD
- Hyattstown = **HYATTSTOWN**
VFD
- Glen Echo = **GLEN ECHO**
VFD
- Kensington = **KENSINGTON**
VFD
- Laytonsville = **LAYTONSVILLE DIST**
VFD
- Rockville = **ROCKVILLE**
VFD
- Sandy Spring = **SANDY SPRING**
- Silver Spring = **SILVER SPRING**
VFD
- Takoma Park = **TAKOMA PARK**
VFD
- Upper Montgomery = **UMCVFD**
- Wheaton = **WHEATON**
RESCUE

APPENDIX D- LFRD NAMES/EMBLEMS/LOGOS

Appendix D is viewable from MCFRS *Quick Links*.
From the *Office of the Fire Chief* webpage, click on the
DRAFT Policies and Procedures page. Click again on *Appendix D*.