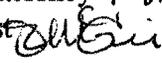


MEMORANDUM

TO: County Council

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

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)

Public Safety Committee recommendation (3-0): approve each provision of the Agreement requiring an appropriation of funds.

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, 2015, the Executive submitted a negotiated agreement between the Executive and the MCVFRA, effective July 1, 2014 through June 30, 2017, for Council review and action. The Council must review and act on each provision that requires an appropriation of funds in FY2016.

The attached draft resolution is necessary for the Council to take action on the economic provisions in the Agreement for FY2016.

Public Safety Committee Worksession

Acting Fire Chief Scott Goldstein represented the Executive Branch. Eric Bernard represented the MCVFRA. The Committee discussed the provisions in the MCVFRA Agreement that required an appropriation of funds for FY16. The Committee also discussed whether some of the items should be paid for by the estimated \$2.5 million the LFRDs are going to receive from their 15% share of the EMST fee. The Committee wanted to consider this policy question after the budget. The Committee recommended (2-0, Hucker absent) funding each of the provisions of the Agreement as recommended by the Executive.

The Agreement

The following provisions are subject to Council review for FY16:

1. *Association Operating Funds.* The Agreement required the County to transfer \$235,000 to the MCVFRA to serve as the LFRD's authorized representative on July 1, 2014. The Agreement requires the transfer of \$238,525 in FY16 to the MCVFRA on July 1, 2015.
2. *Upgraded Uniforms and Equipment.* The Agreement requires the County to provide uniforms and equipment for volunteers at an estimated cost of \$69,000. MCFRS Policy No. 06-10 specifies standard issue uniforms and equipment issued to all volunteer personnel with County funds. This item in the Bargaining Agreement provides enhancements or additional items that are not standard issue under the MCFRS policy.
3. *Nominal Fee.* Article 12 of the Agreement raises the nominal fee payable to each eligible volunteer in FY16 from \$300 to \$350 for tier 1 and \$500 to \$600 for tier 2. OMB estimated the cost of the nominal fee in FY16 at \$543,740, an increase of \$87,196 over the FY15 amount of \$456,544.
4. *Volunteer Basic Orientation Course.* Article 22 of the Agreement requires the County to fund a volunteer basic orientation course in FY16 at a total cost of \$18,000.
5. *Training.* Article 16 of the Agreement requires the County to provide \$15,000 for volunteer training in FY16.

6. *LOSAP*. Article 25 of the Agreement requires the Executive and the MCVFRA to bargain over changes to the Length of Service Awards Program beginning on June 1, 2015.

In total, the FY16 budget includes a total of \$1.986 million in County funding specifically designated for the MCVFRA and other volunteers. Of this amount, \$1.1 million is for the Length of Service Awards Program (LOSAP). The rest is detailed in the table below:

Association Operating Funds	\$238,525
Uniforms & Equipment	\$69,000
Nominal Fee	\$543,740
Volunteer Basic Orientation Course (VBOC)	\$18,000
Training and Pro Board Education	\$15,000
Total	\$884,265

What other County funding is available to the MCVFRA?

At this juncture, the LFRDs have two steady and significant sources of publicly funded revenue: the EMST funding and the State Senator Amoss Grant funds. Between the two, the LFRDs as a group receive approximately \$4.0 million per year. As noted above, the FY16 budget also includes a total of nearly \$2 million in County funds earmarked for volunteers. The practice of MCFRS budgeting for these items predates the EMST Reimbursement Program law and the subsequent distribution to the LFRDs. It is important to note that in addition to these designated funds, County general funds support station operations, such as fuel, utilities, and vehicle maintenance, and basic personal gear and equipment needs, regardless of personnel status.

LFRD EMST funding

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

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

- (i) replacement or augmentation of apparatus owned by a local fire and rescue department;
- (ii) facilities owned by a local fire and rescue department;

- (iii) training for volunteers;
- (iv) gear and equipment for volunteers;
- (v) administrative staff to support a local fire and rescue department;
- (vi) volunteer recruitment and retention; and
- (vii) volunteer stand-by support.

The FY16 EMST funding table above assumes a payment of \$2.44 million to the LFRDs. The law specifies that the LFRDs receive 15% of actual receipts, net, of program implementation costs, so this amount is a budget estimate only.

MCFRS reports each October and April on the EMST distributions to the LFRDs as well as the projects and expenditures and encumbrances for each LFRD. The most recent report from October 2014 details projects for a total of \$1.85 million EMST funds distributed as of that report. Council staff tallied the funded projects according to categories:

Project category	% of funds
Command & Utility Vehicles	26%
Administrative staff	21%
Facilities	21%
Apparatus & Equipment	15%
Standby food	7%
MCVFRA	7%
EMS Supplies	1.6%
PPE & Equipment	0.2%

Council staff notes that over one-third, approximately 36%, of the EMST funds are supporting apparatus and facilities, which benefit the infrastructure of the fire service as a whole. The other categories of expenditures address issues more specific to operations of the LFRDs and the volunteer personnel, such as expenditures for administrative staff, the MCVFRA, and standby food.

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

The Executive's transmission of the Agreement this year did not explain why he agreed to increase the MCVFRA funding in the Agreement for FY15 by 40.7% over FY14 and again by 8% in FY16. In light of the additional projected \$2.44 million earmarked for LFRDs from the EMST revenue in FY16, the funding under the agreement is more difficult to understand. The associated County funding is slated to increase again in FY17 for the MCVFRA expenses and the Nominal Fee, in addition to the requirement to bargain over LOSAP in FY16.

This is the second year of a 3-year agreement with the MCVFRA and the second full year of earmarked EMST revenue for the LFRDs. The Committee discussed how the recurring EMST revenue earmarked for the LFRDs should affect the funding decisions under the collective bargaining agreement, but did not recommend any changes at this time. 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.

In light of ongoing fiscal constraints and other reductions in the MCFRS budget, Council staff recommends that the Council ask MCVFRA to begin to address some of the items recommended for County funding through the upcoming EMST distribution. Council staff offers the following options for steps to begin this transition:

Options:

1. **Retain all recommended funding at this point** and ask the MCVFRA and the Executive to restructure the County funding in the next bargaining agreement. Council staff cautions that this option would not achieve savings until FY18, and would result in increased County funding in FY16 and FY17, as this is the second year of the three year agreement.
2. **Retain \$1.56 million in County funding in FY16 to support the current LOSAP amount and the FY15 Nominal Fee rates. This would reduce \$427,721 from the Executive's FY16 recommendation**, including the FY16 increase for the Nominal Fee; the MCVFRA funding; uniforms and equipment; and two training items. It is Council staff's expectation that these funding items are consistent with and reasonably accommodated in the EMST distribution to the LFRDs in FY16 and beyond.
3. **Retain \$1.65 million County funding in FY16 to support the current LOSAP amount and the FY16 Nominal Fee rates.** This option is the same as option 2 but funds the FY16 increase in the Nominal Fee and reduces only \$340,525 from the Executive's FY16 budget recommendation.
4. **Roll back MCVFRA funding in the Agreement to the funding provided in FY13.** At the Committee worksession, Eric Bernard, representing the MCVFRA, argued that Code §21-23A requires that EMST revenue be used only to supplement, and not supplant, FY13 expenditures appropriated for fire and rescue services. Mr. Bernard argued that the Council could not reduce the funding under the Agreement with the expectation that the MCVFRA could make up the difference with its EMST revenue. Council staff disagrees with this analysis. The Council retains full

authority to reject any provision in the Agreement that requires an appropriation of funds under Code §21-6 *for any reason*. Council staff believes that the MCVFRA can fund any of the items in the Agreement with its share of the EMST revenue. However, even the “must not supplant” language in Code §21-23A only restricts supplanting funds appropriated in FY13. If the Council wanted to reduce funding under the Agreement to the level appropriated for the MCVFRA in FY13, the Council could reduce funding in the Agreement by \$371,875. Here is a breakdown of the funding levels in FY13 and the Executive’s recommended FY16 budget:

	FY13	FY16	Difference (16-13)
Nominal Fee	213,750	543,740	329,990
MCVFRA operating expenses	211,500	238,525	27,025
Uniforms/Equipment	71,140	69,000	(-2,140)
Training	16,000	33,000	17,000
Total	512,390	884,265	371,875
EMST Distribution	0	\$2.5 million	

Committee recommendation (2-0, Hucker absent): approve each provision of the Agreement requiring an appropriation of funds as recommended by the Executive.

This packet contains:	circle#
MCVFRA Memo from County Executive	1
MCVFRA Proposed Resolution	2
MCVFRA Agreement	4
Summary of Agreement	12
Fiscal Impact Statement	13



OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Isiah Leggett
County Executive

MEMORANDUM

April 1, 2015

TO: George Leventhal, President
Montgomery County Council

FROM: Isiah Leggett, County Executive 

SUBJECT: Current Collective Bargaining Agreement between the County and
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 and Rescue Association (MCVFRA) for the years July 1, 2014 through June 30, 2017 (MCVFRA Contract). For FY16, the MCVFRA Contract calls for nominal fee improvements and Association funding. Additionally, there will be reopener negotiations beginning June 1, 2015, on modifications to LOSAP that may have a fiscal impact in Fiscal Year 2016.

I have attached a summary of the components of the MCVFRA Contract that would take effect for the first time in FY16 and have a fiscal impact in FY16.

Attachments

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

Resolution No.: _____
Introduced: April 14, 2015
Adopted: _____

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

Lead Sponsor: 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, 2015, the Council received from the County Executive the attached Memorandum of Agreement between Montgomery County Government and Montgomery County Volunteer Fire and Rescue Association for the period from July 1, 2014, until June 30, 2017.
4. Code Section 21-6(p) requires the Executive to submit to the Council any element of an agreement that requires an appropriation of funds, may have a future fiscal impact, is inconsistent with any County law or regulation, or requires the enactment or adoption of any County law or regulation. Section 21-6(q) directs the Council to notify the parties within 60 days if it disapproves an agreement in whole or in part. The Council may by resolution extend the time for action.
5. The Public Safety Committee reviewed and made recommendations on each of the portions of the Memorandum of Agreement requiring an appropriation of funds for FY16 on April 13.

Action

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

The County Council approves the following provisions of the Agreement:

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

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

This is a correct copy of Council action.

Linda M. Lauer, Clerk of the Council

F:\LAW\TOPICS\Collective Bargaining\MCVFRA\FY16 MVFRA colbar\FY16 MVFRA resolution after PS.docx

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

* * *

**Article 12
NOMINAL FEE**

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

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

OR

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

* * *

**Article 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 \$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 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. 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 Association agrees to continue to provide the Fire Chief or his designee with a quarterly accounting detailing the expenditure of said funds.

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

Sincerely,

Steve Lohr
Fire Chief
MCFRS

* * *

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

The Montgomery County Government (County) and the Montgomery County Volunteer Fire Rescue Association (MCFVRA) agree that their existing directly negotiated agreement will be amended effective July 1, 2014, through June 30, 2017 with the following agreed upon items.

Please use the key below when reading this document:

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

* * *

Article 5

ORGANIZATIONAL SECURITY

Section One. The County agrees to provide ~~[50]~~ 75 copies of the contract in booklet form to be provided to the Association within ninety days of the effective date of this Agreement for each LFRD and the MCFVRA Office. An electronic copy shall also be maintained on the MCFRS and OHR website. The cover page of the Agreement shall be designed by mutual agreement between the parties.

* * *

Article 7

DISCIPLINARY ACTION PROCEDURES FOR LFRD VOLUNTEERS

* * *

Section Four. Fire Chief's Discipline.

* * *

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

* * *

Section Five. Disciplinary Process.

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

a. Statement of Charges.

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

* * *

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

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

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

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

* * *

d. Access to Records:

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

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

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

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

All information shall be provided timely and free of charge.

* * *

Section Nine. Disciplinary Examinations

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

* * *

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

* * *

Section Eleven. MCFRS/ Internal Affairs Division Investigations

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

1. IAD must maintain strict confidentiality of all investigations.

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

Sincerely,

[Thomas W. Carr, Jr.]

Steve Lohr
Fire Chief
MCFRS

Side Letter

NOTIFICATION OF INVESTIGATIONS

To: President MCVFRA

FROM: Chief Lohr

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

Side Letter

To: President MCVFRA

FROM: Chief Lohr

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

Side Letter

Volunteer Uniform and PPE Advisory Committee

To: President MCVFRA

FROM: Chief Lohr

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

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

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

Section One. Effective 1/1/2014, the County's Wellness Program has 55 hours annually for wellness-specific product delivery through its 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 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.] Additionally, funding for a new Association vehicle will not be paid during the length of this contract.

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

* * *

Article 11

UNIFORMS AND EQUIPMENT

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

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

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

Section One. Personal Property Replacement

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

Article 12

NOMINAL FEE

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

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

OR

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

* * *

Article 14

DURATION OF AGREEMENT

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

* * *

Article 16

TRAINING

* * *

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

Section Nine.

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

* * *

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

Summary of Economic Impact Items in the Labor Agreement with MCVFRA Effective FY 2016

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	12	Nominal Fee	Increase to the nominal fee as follows: July 1, 2015 - Tier One: \$350/ Tier Two: \$600	Yes	Yes	No	No	See fiscal impact statement
2	16	Training	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.	Yes	Yes	No	No	See fiscal impact statement
3	16	Training	Expenditures for training opportunities to be funded by the County to a maximum of \$10,000	Yes	Yes	No	No	See fiscal impact statement
4	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
5	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	No	No	No	No	Fiscal impact will be dependent on outcome of negotiations
6	Side Letter	Association Funding and Vehicle	On July 1, 2015 funding will increase by 1.5% to \$238,525	Yes	Yes	No	No	See fiscal impact statement

**Montgomery County Volunteer Fire and Rescue Association
Fiscal Impact Summary***

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

* Estimates reflect the impact to all funds.

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