



Committee: PS
Committee Review: At a future date
Staff: Robert H. Drummer, Senior Legislative Attorney
Purpose: To introduce agenda item – no vote expected
Keywords: #FRSVolunteerBenefits

AGENDA ITEM 10E
May 18, 2021
Introduction

SUBJECT

Expedited Bill 21-21, Fire and Rescue Services - Length of Service Awards Program For Volunteers - Amendments

Lead Sponsor: Council President Hucker at the request of the County Executive

EXPECTED ATTENDEES

None

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- To introduce Bill – no vote expected

DESCRIPTION/ISSUE

- Expedited Bill 21-21 would increase the amount of the length of service benefits to certain local fire and rescue department volunteers and provide points for activities cancelled due to COVID-19 in the length of service benefits to certain local fire and rescue department volunteers.

SUMMARY OF KEY DISCUSSION POINTS

NA

This report contains:

Expedited Bill 21-21	©1
Legislative Request Report	©5
May 2020 Agreement with the MCVFRA	©6

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MEMORANDUM

May 13, 2021

TO: County Council

FROM: Robert H. Drummer, Senior Legislative Attorney

SUBJECT: Expedited Bill 21-21, Fire and Rescue Services - Length of Service Awards Program For Volunteers - Amendments

PURPOSE: Introduction – No Council vote required

Expedited Bill 21-21, Fire and Rescue Services - Length of Service Awards Program For Volunteers - Amendments, sponsored by Lead Sponsor Council President at the request of the County Executive, is scheduled to be introduced on May 18, 2021. A public hearing is tentatively scheduled for a later date.¹

Expedited Bill 21-21 would increase the amount of the length of service benefits to certain local fire and rescue department volunteers and provide points for activities cancelled due to COVID-19 in the length of service benefits to certain local fire and rescue department volunteers.

Background

History of the Volunteers' Representation. The current structure of the Montgomery County Fire and Rescue Association was established by Bill 36-03, which took effect on January 1, 2005. One of the most innovative changes in Bill 36-03 was the establishment of a process for Local Fire and Rescue Departments (LFRDs) 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 LFRDs and their volunteers. The rules for the selection of the representative and the direct negotiation process are included in County Code Section 21-6. The process was intended to be like collective bargaining with career employees.

The LFRDs selected the Montgomery County Volunteer Fire and Rescue Association (MCVFRA) as their representative. On January 30, 2007, the Council approved the first agreement between the County Government and MCVFRA.

¹ #FRSVolunteerBenefits

On April 16, 2021, the Executive submitted a negotiated agreement between the Executive and the MCVFRA, effective July 1, 2020 through June 30, 2023, for Council review and action. The Council must review and act on each provision that requires an appropriation of funds in FY22 or a change in law. One of the provisions subject to Council review in the Agreement is an increase in the benefits paid to volunteers under the Length of Service Awards Program (LOSAP). Last May, the Council rejected the provisions that would have increased the nominal fee, increased the benefits under the LOSAP, and increased the Association Funding in FY21 as part of the Council's same services budget. The Executive submitted Expedited Bill 21-21 to the Council on April 30, 2021 to implement the changes in the LOSAP Agreement. On May 4, 2021, the Council indicated its intent to approve the LOSAP increases for FY22.

The LOSAP provides a monthly pension for members of a Local Fire and Rescue Department who have provided volunteer fire and rescue service for a certain number of years. It is similar to the defined benefit pension for career fire and rescue employees, although the amount of the pension is significantly lower. The County pays for these benefits in an annual appropriation instead of establishing a trust fund. The total cost in FY22 to pay these benefits with the increases is estimated to be \$1.447 million.

The Bill, as introduced, includes payment for LOSAP benefit increases of 3% for all participants that was originally rejected by the Council in May 2020 beginning on June 20, 2021. The Council would have to approve a supplemental appropriation for FY21 to pay the increases on June 20, 2021. The Bill would also increase the benefits by an additional 2.5% for certain participants on July 1, 2021. Finally, the Bill would permit a volunteer to earn additional service credits in calendar year 2021 for canceled meetings, drills, standbys, or other collateral duties during the pandemic.

OMB estimated the increased benefits in the Bill to be \$4652 in FY21, \$60,047 in FY22. The increased benefits are projected to increase slightly each year beyond FY22. The 6-year cost of the increases is projected to be \$317,210.

This packet contains:	<u>Circle #</u>
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Expedited Bill No. xx-21
Concerning: Fire and Rescue Services -
Length of Service Awards Program
For Volunteers - Amendments
Revised: 5-4-2021 Draft No. 2
Introduced: May 18, 2021
Expires: November 18, 2022
Enacted: _____
Executive: _____
Effective: _____
Sunset Date: _____
Ch. _____, Laws of Mont. Co. _____

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

Lead Sponsor: Council President at the request of the County Executive

AN EXPEDITED ACT to:

- (1) increase the amount of the length of service benefits to certain local fire and rescue department volunteers;
- (2) provide points for activities cancelled due to COVID-19 in the length of service benefits to certain local fire and rescue department volunteers; and
- (3) generally amend the length of service benefits program for certain local fire and rescue department volunteers.

By amending

Montgomery County Code
Chapter 21, Fire and Rescue Services
Section 21-21

Boldface	<i>Heading or defined term.</i>
<u>Underlining</u>	<i>Added to existing law by original bill.</i>
[Single boldface brackets]	<i>Deleted from existing law by original bill.</i>
<u>Double underlining</u>	<i>Added by amendment.</i>
[[Double boldface brackets]]	<i>Deleted from existing law or the bill by amendment.</i>
* * *	<i>Existing law unaffected by bill.</i>

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

Sec. 1. Section 21-21 is amended as follows:

21-21. Length of service award program for volunteers

* * *

(c) *Length of service benefits.*

- (1) Volunteers Who Qualified Before 1985. Effective January 1, 1985, any volunteer who qualified for a monthly award payment before January 1, 1985, must receive monthly award payments equal to 150 percent of the pre-1985 monthly award payment. Effective June 20, 2021, any volunteer who receives a monthly award payment under this subsection must receive a 3% increase in the amount of the monthly award.

- (2) Volunteers Who Qualify in 1985 or Later – 25 Years of Service.

* * *

- (B) A volunteer who qualifies under this paragraph must receive an award payment of:

- (i) \$240 [~~\$233~~] per month for life; and
- (ii) \$12.05 [~~\$11.70~~] per month for life for each year of service as an active volunteer over 25 years (up to \$120.51 [~~\$117~~] per month). The maximum total benefit is \$360.51 [~~\$350~~] per month.

- (3) Volunteers Who Qualify in 1985 or Later – 15 Years of Service.

* * *

- (B) A volunteer who qualifies under this paragraph must receive an award payment of \$9.60 [~~\$9.32~~] per month for life for each year of service as an active volunteer.

- (4) Volunteers who Qualify in 1985 or Later – 10 Years of Service.

* * *

(B) A volunteer who qualifies under this paragraph must receive an award payment of \$9.60 [\$9.32] per month for life for each year of service as an active volunteer.

* * *

(6) A volunteer must receive a [3.5%] 2.5% increase, for a maximum benefit of no more than [\$362.00] \$382.18 per month, to his or her LOSAP benefit payment effective June 20, 2021, and a 2.5% increase effective July 1, 2021 for a maximum LOSAP monthly benefit payment of no more than \$391.73 if he or she:

(A) received LOSAP benefit payments as of December 31, 2015; and

(B) qualified for the higher nominal fee as described in Article 12 of the fire and rescue volunteers collective bargaining agreement, for calendar year 2015 by:

(i) being on the Integrated Emergency Command Structures (IECS) certified list;

(ii) receiving 30 LOSAP points for department and station responses; and

(iii) receiving 20 LOSAP points for sleep-in or stand-by service.

* * *

(k) *Point system.* To qualify as an active volunteer under subsection (a), a volunteer accumulates points under this subsection during each calendar year that are not transferable to another year. An individual

must not receive points for any activity performed as a County employee.

* * *

(9) A volunteer who does not accumulate 50 LOSAP points for calendar year 2021 may submit a list consisting of canceled meetings, drills, standbys or other collateral duties during 2021 that the volunteer was not able to attend or complete. The volunteer's President and the Division Chief of Volunteer Services must certify this list and award points.

Sec. 2. Expedited Effective Date.

The Council declares that this legislation is necessary for the immediate protection of the public interest. This Act takes effect on the date on which it becomes law.

Approved:

Tom Hucker, President, County Council	Date
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Approved:

Marc Elrich, County Executive	Date
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This is a correct copy of Council action.

Selena Mendy Singleton, Esq., Clerk of the Council	Date
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LEGISLATIVE REQUEST REPORT

Expedited Bill XX-21

Fire and Rescue Services – Length of Service Awards Program for Volunteers - Amendments

DESCRIPTION:	Expedited Bill XX-21 would amend the County Code to increase the amount of the length of service awards program (LOSAP) benefits to certain local fire and rescue department volunteers.
PROBLEM:	Changes to LOSAP require legislation to take effect.
GOALS AND OBJECTIVES:	Provide the changes necessary in the Code to allow a certain provision in the negotiated collective bargaining agreement between the County and Montgomery County Volunteer Fire and Rescue Association to take effect.
COORDINATION:	Office of Labor Relations Montgomery County Employee Retirement Plans
FISCAL IMPACT:	Office of Management and Budget
ECONOMIC IMPACT:	Office of Legislative Oversight
RACIAL EQUITY AND SOCIAL JUSTICE IMPACT:	Office of Legislative Oversight
EVALUATION:	N/A
EXPERIENCE ELSEWHERE:	N/A
SOURCE OF INFORMATION:	Steven Blivess, Office of Labor Relations Linda Herman, Montgomery County Employee Retirement Plans
APPLICATION WITHIN MUNICIPALITIES:	N/A
PENALTIES:	N/A

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

The Montgomery County Government (County) and the Montgomery County Volunteer Fire-Rescue Association (Association) conducted negotiations pursuant to Chapter 21 of the Montgomery County Code for the term July 1, 2020 through June 30, 2023. As a result of those negotiations, the County and Association agree that the Agreement shall be amended according to the terms set forth below.

On May 5, 2020, the Montgomery County Council rejected all or part of Articles 12 and 25 and a side letter addressing operating funds of the submitted agreement. Pursuant to Section 21-6 and 33-153 of the Montgomery County Code, the parties returned to negotiations and have reached a subsequent Agreement.

Please use the key below when reading this document:

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

The parties agree to amend the contract as follows:

PREAMBLE

On May 5, 2020, the County Council rejected three terms in the proposed agreement between the County and the Association. The parties agree that, if the County Council rejects the renegotiated agreement for FY21, the County Executive will timely submit a supplemental appropriation to the County Council under the following circumstances:

- The County's total revenue and revenue projections for FY21, as determined by the Montgomery County Department of Finance and Office of Management and Budget, are in excess of the FY21 Council approved revenue figures by at least \$20 million. The County will review the revenue and revenue projections at the end of each quarter for the conditions above. This review will be completed no later than one month after the conclusion of each quarter and the results will be shared with the Association;
- The County Executive submits a supplemental appropriation request for a general wage adjustment and/or differential pay adjustment increase to bargaining unit represented career fire fighters in FY21; or

- The Council approves tax-supported spending in excess of the approved FY21 tax-supported budget (excluding spending related to a response to COVID-19) by at least \$200,000.

Article 1 - RECOGNITION

* * *

Section Two. For the purpose of this Agreement, a volunteer means any person who is a member of an LFRD and has completed [a probationary period of at least one calendar year] the previous six (6) months as a member of any LFRD.

* * *

Article 5 - ORGANIZATIONAL SECURITY

Section One. The County agrees to provide [75] 100 copies of the contract in booklet form to be provided to the Association within ninety days of the effective date of this Agreement for each LFRD and the MCVFRA Office. An electronic copy shall also be maintained on the MCFRS and OHR website. The cover page of the Agreement shall be designed by mutual agreement between the parties.

* * *

Section Three. Semi-annually MCFRS will provide the MCVFRA with a word file with all the following information for all LFRD/MCFRS volunteers: name, address, telephone number, LFRD, date of membership, date of removal, current years of active (LOSAP) service, and status of nominal fee for the previous fiscal year. These semi-annual lists will be provided to the MCVFRA by approximately March 1 and September 1 each calendar year.

* * *

Article 7 - DISCIPLINARY ACTION PROCEDURES FOR LFRD VOLUNTEERS

* * *

Section Six. Immediate Removal of LFRD Volunteer

* * *

(a) Administrative Status: Administrative status is a non-punitive status to relieve a member from duty and participation in MCFRS activities, which the Fire Chief or designee and/or LFRD department head or designee may grant when there is an investigation of incidents or charges when immediate removal is necessary.

Administrative status is for allegations of serious violations only.

The parties recognize the importance of completing an investigation of a volunteer in as timely a manner as possible. This is especially true for investigations in which the volunteer has been placed in a non-punitive Administrative status. The member or their representative may request a reevaluation of the need to remain on Administrative status every 60 days or whenever there is a substantive change in the investigation.

While on administrative status, a member is prohibited from all MCFRS work sites and activities. At the discretion of the Fire Chief, a member may be permitted to attend training, attend meetings, and accumulate time in service, rank and LOSAP.

* * *

Section Eleven. MCFRS/Internal Affairs Division Investigations

Section 11 (b):

1. Where MCFRS and/or the Fire Chief request an investigation of an LFRD member, their LFRD department head must be notified of the investigation, reason, and receive a copy of the final report within 24 hours of submittal to requestor.

2. The LFRD Department Head shall be notified by the Fire Chief or designee within 24 hours of initiation of an investigation involving a member of their LFRD.

3. Any volunteer may have up to two (2) representatives present during any investigation interview, meeting, or exam at the members choice and in accordance with Section 9 of this Article.

4. The Fire Chief will annually submit a written report to the MCVFRA President of the number of investigations conducted by IAD involving volunteers. The report shall include time frame allegation was reported, type of allegation and findings, involving LFRD personnel.

If during the course of an investigation it is determined that an LFRD member who has been removed under MCC Section 21-3(g) did not committed a serious violation, the member must be placed back into service within 24 hours.

Any newly developed or revised forms pertaining to the investigatory and disciplinary process shall be developed in accordance with Article 20 of this Agreement.

At the conclusion of any administrative status, a member shall be made whole for any lost LOSAP points/categories if the findings are unfounded.

* * *

Article 8 - CONTRACT GRIEVANCE

* * *

Section One. A grievance is any complaint by the Association arising out of a misinterpretation, application or violation of this agreement, policies and procedures subsumed in this Agreement, changes to existing policies and procedures, and future policies and procedures that may violate this Agreement. However, Article 7, Disciplinary Action Procedures for Volunteers, is the exclusive procedure for any appeal of disciplinary action.

* * *

Section Three.

- a. Step 1: Except in circumstances involving LOSAP, a written grievance must be presented by the Association within thirty (30) calendar days of the date the aggrieved knew or, with reasonable diligence, should have known of the event giving rise to the grievance. The Fire Chief, or his designee, and representatives of the Association shall discuss the grievance within twenty (20) calendar days after it is presented to the Fire Chief. The Fire Chief shall respond in writing to the grievance within twenty (20) calendar days of the meeting.
 2. Both parties may agree to extend the written response of the Fire Chief not to exceed thirty (30) calendar days by mutual written agreement before the expiration of the initial twenty (20) calendar days.
- b. Step 2: The Association may appeal the decision of the Fire Chief to the Chief Administrative Officer (CAO) by presenting a written notice to the [Office of Human Resources (OHR)] CAO or his designee via the Chief Labor Relations Officer (CLRO) within twenty-one (21) calendar days of the Association's receipt of the Fire Chief's decision. Upon receipt of a written appeal from Step 2, OHR shall request the services of a Federal Mediation and Conciliation Service mediator. Such mediation services are provided at no cost to the parties. Any mediated resolution shall be reduced to writing. The CAO or designee and representatives of the MCVFRA shall meet and discuss the grievance within fourteen (14) calendar days after presentation of the appeal to the CAO. The CAO or designee shall respond, in writing, to the grievance within thirty (30) days of the meeting.

* * *

Article 9 - VOLUNTEER RECORDS

* * *

Section Two. MCFRS Operating Record

* * *

- b. The operating record may include records of a volunteer's training, including selection for training or apprenticeship, for the entire period of a volunteer's service for the County and must be kept for [6 months] 5 years after the volunteer separates from MCFRS volunteer service.
- c. The documents in the MCFRS operating record are limited to:
 - 1. home address and phone number.
 - 2. current volunteer assignment, which may include the assignment description and location.
 - 3. emergency contact information.
 - 4. training records.
 - 5. LOSAP records including beneficiary information.
 - 6. separation information.
 - 7. IECS history.
 - 8. background check information.
 - 9. I.D. Card information; and
 - 10. Maryland EMT and expiration information

* * *

Section 8 – Separation Information

- 1. A LFRD, or the Fire Chief or designee, shall make an entry into the PIMS data base explaining why or under what circumstances a volunteer separated from their LFRD.
- 2. Documentation as to what led to the separation must be kept on file at the LFRD or MCFRS and must be made available for inspection by a requesting LFRD if the separated member applies for or expresses interest in joining that LFRD as a volunteer member.

* * *

Article 12 - NOMINAL FEE

(1) a nominal fee of: [four hundred thirty-five (\$435) dollars on July 1, 2017, four hundred forty-five (\$455) dollars on July 1, 2018, and four hundred fifty-five (\$455) dollars on July 1, 2019.] five hundred (\$500) dollars on July 1, 2020, five hundred and twenty-five (\$525) dollars on July 1, 2021, and five hundred and fifty (\$550) dollars on July 1, 2022.

OR

(2) a nominal fee of: [six hundred fifty (\$650) dollars on July 1, 2017, six hundred seventy-five (\$675) dollars on July 1, 2018, and seven hundred (\$700) dollars on July 1, 2019;] eight hundred

(\$800) dollars on July 1, 2020, and nine hundred (\$900) dollars on July 1, 2021, and one thousand (\$1000) dollars on July 1, 2022; if the active volunteer:

* * *

If an event described in the Preamble occurs, the County Executive shall submit a supplemental appropriation request to the County Council to fund the FY21 nominal fee increase described in this Agreement. If the County Council approves the supplemental appropriation for the FY21 nominal fee, it shall be paid within 45 days after the appropriation is approved, but not later than June 30, 2021.

* * *

Article 14 - DURATION OF AGREEMENT

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

* * *

Article 25 - LOSAP

1. Increase in LOSAP Benefits

Effective July 1, 2020 amend County Code Section 21-21 (c) to increase the dollar amount of the LOSAP benefit payments by 3 % for all members.

2. Increase for Certain Individuals Currently Receiving LOSAP Benefit Payments

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

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

3. If an event described in the Preamble occurs, the County Executive shall submit a supplemental appropriation request to the County Council to fund the FY21 LOSAP benefit increase described in this Agreement. If the Council approves the supplemental appropriation for the LOSAP benefit increase, the increase shall be effective on a date to be negotiated with the Association before the supplemental appropriation is submitted for the Council's review.

* * *

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

Montgomery County Volunteer
Fire Rescue Association




Marcine D. Goodloe Date
President




Eric Bernard Date
Executive Director

Montgomery County Government
Montgomery County, Maryland


Marc Elrich
County Executive Date



Scott Goldstein 05/14/2020
Fire Chief Date




Signed on behalf of 05/14/2020
William F. Scott Date
Chief Negotiator



Signed on behalf of 05/14/2020
Steven Sluchansky Date
Chief Labor Relations Officer

Approved for form and legality by:



Edward E. Haenftling, Jr. 05/14/2020
Associate County Attorney Date

Side Letter - ASSOCIATION OPERATING FUNDS

To: President Goodloe
From: Chief Goldstein

The County agrees to transfer [235,000 to the MCVFRA on July 1, 2014] \$312,789 to the MCVFRA on July 1, 2020. On July 1, [2015] 2021, the County agrees to fund \$281,178 and July 1, [2016] 2022 the County agrees to fund \$295,237. ~~increase the funding to the MCVFRA by [1.75%] 5% in 2023.~~ The MCVFRA agrees to utilize the funds in the payment of expenses related to the Association's fulfillment of its functions as the LFRD authorized representative. The Associations agree to continue to provide the Fire Chief or his designee with a quarterly accounting detailing the expenditure of said funds.

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

If an event described in the Preamble occurs, the County Executive shall submit a supplemental appropriation request to the County Council to fund the increased operational funds described in the this side letter. The supplemental appropriation will be limited to the prorated amount of the increase over the FY20 appropriation for the remainder of FY21. If the Council approves the supplemental appropriation for the increased operating funds, the funds shall be made available on a date to be negotiated with the Association before the supplemental appropriation is submitted for the Council's review.

Side Letter - CODE OF ETHICS AND ON-DUTY PERSONAL CONDUCT POLICY

TO: MCVFRA
FROM: Scott Goldstein, Fire Chief

The Department agrees to initiate a revision to MCFRS Policy #22-00 AM: Code of Ethics and On-Duty Personal Conduct not later than September 1, 2020. The revision shall be conducted in accordance with Chapter 21 of the County Code and Article 20, Section 3 of this Agreement.

Side Letter - REPAIR AND MAINTENANCE OF LFRD APPARATUS

To: President Goodloe

From: Chief Goldstein

The County agrees that issues pertaining to the repair and maintenance of LFRD-owned, apparatus are important to all parties. To ensure ongoing opportunities for input, the Fire Chief or designee and 3 members appointed by the MCVFRA will meet on a quarterly basis to discuss issues pertaining to apparatus repair and maintenance. Subjects of discussion shall include but not be limited to:

- A. Vehicle purchases, specifications, selections, contracts and weights:
- B. Noise levels.
- C. Testing procedures.
- D. Tire specifications.
- E. Contractor issues related to apparatus purchases and repairs; and
- F. Processes and repairs, scheduling and services at CMF.

Side Letter - EMERGENCY MEDICAL SERVICES QUALITY IMPROVEMENT

Dear Ms. Goodloe,

The County agrees to add appointment to the Medical Review Committee to the existing list of LOSAP-approved positions.

Sincerely,
Scott Goldstein