


F R O M	Name & Title	Niles R. Ford, Fire Chief	CITY OF BALTIMORE MEMO	
	Agency Name & Address	Baltimore City Fire Department 401 E. Fayette Street, Mezzanine		
	Subject	BCFD Follow-Up Items from PSGO Hearing -September 1, 2021		

**TO: The Honorable Mark Conway, Chair
And All Members of the Public Safety and
Government Operations Committee
City Hall, Room 408**

September 22, 2021

Following the September 1, 2021 hearing of the Public Safety and Government Operations (PSGO) Committee, the Baltimore City Fire Department (BCFD) was requested to provide information in response to the following questions:

1. How many fire suppression and emergency medical services personnel are terminated each year for disciplinary charges?

- 2018 – 4
- 2019 – 2
- 2020 – 5
- 2021 – 4

**This data represents those personnel that were terminated by the BCFD. Within these numbers, there will be terminations that were reversed on appeal or grievance challenge.*

2. A list to include dates, times, and emergency incident type that each current individual with a take-home vehicle has had to report back to work to respond to while they were off-duty over the last 24-months.

BCFD still is in the process of compiling this information, as it needs to be collected from a number of different databases and sources. We anticipate being able to finalize this data collection within 1-2 weeks.

3. On average what is your department's daily medical vacancy rate, and what type of medical abuse monitoring program do you have in place.

For FY20, the daily average of employees (sworn only) that are off-duty sick was 8.0% and an additional 7.9% employees off on FMLA.

The daily average of employees (sworn only) that are off-duty each day is closer to 30%, which includes all non-working categories (Sick, FMLA, Terminal Leave, non-working Impacts, and Earned Leave like Vacation/Personal/Holidays).

This rate generally is consistent from FY16-FY21.

BCFD is in the process of updating language with a goal to manage leave abuse.

4. Can you provide the committee with a breakdown of the type of leave that fire/ems personnel receive each year, and what the accrual totals are at various stages of their career.

Please see Attachment 1.

5. Chief Ford committed to share the parameters of the FACETS report with the committee.

Please see Attachment 2, which contains the scope of services for the FACETS engagement with the City to conduct an operational and management assessment of BCFD.

6. Chief Ford committed to sharing both current MOUs.

The MOU between MCCB and Baltimore Fire Fighters Local 734, IAFF is available on the Office of the Labor Commissioner's website at:

[Fire Fighters Local 734 MOU FY 2021.pdf \(baltimorecity.gov\)](#)

The MOU between MCCB and Baltimore Fire Fighters Local 964, IAFF is available on the Office of the Labor Commissioner's website at:

[Local 964 MOU 2018-2020 \(full document\).pdf \(baltimorecity.gov\)](#)

7. Request from Chair Conway – breakdown of percentage of calls (for Truck 5 only?) that are fire suppression, EMS, etc.

From 7/1/21 through 6/30/21 for Truck 5:

EMS Calls: 3900

Suppression Calls: 1315

Box Responses: 429

ATTACHMENT 1

Work Schedules & Leave

Suppression

Members assigned to suppression companies are scheduled to work an average of approximately 46.8 hours a week. The base schedule is they work a 24 hr shift followed by 24 hrs off followed by a 24 hr shift followed by 5 consecutive days (24 hrs) off. In addition, every member assigned to suppression will work 1 additional 24 hr shift on average every 36 days (Local 734) every 32 days (Local 964) that falls in one of the 5 consecutive days off.

This schedule when totaled up amounts to members of 734 scheduled to work 2433 hrs per year and members of 964 scheduled to work 2457 hrs per year.

EMS

Members assigned to EMS (medic units, ems district officers, EMS Battalion Chief) are scheduled to work an average of 42 hrs per week. The base schedule is they work 2 10 hr days followed by 2 14 hr nights followed 4 consecutive days off.

This schedule when totaled up amounts to members scheduled to work 2190 hrs per year.

Members in suppression are paid a higher yearly salary then members in EMS based on hours worked.

Leave Accrual and Access

Members accrue 3 categories of vacation, holiday and personnel leave (PL). For the purpose of leave accrual and those are automatic accruals. They also accrue compensatory time but they generally have to work extra hours and choose comp time at 1 ½ times instead of overtime.

Members accrue on average 12 holidays or 144 hrs per year. Members accrue a total of 4 personal leave days a year. Accrual of vacation is determined by years of service and that table is below. For the purposes of leave accrued or taken for members assigned to suppression a "day" consists of 12 hours. So for example a member of suppression will use 2 days vac, holiday or PL to get the entire 24 hour shift off.

Vacation Accrual Table

Members with less than 6 years accrue 1 day a month or 12 total for year

Members with more than 6 but less than 11 years of service accrue 1 ¼ day per month or 15 yearly

Members with more than 11 but less than 14 years of service accrue 1 ½ day per month or 18 yearly

Members with more than 14 but less than 19 years of service accrue 1 ¾ day per month or 21 yearly

Members with more than 19 years of service will receive 2 days per month or 24 yearly

Based on those numbers the total amount of all leave accrued (vac, Hol, PL) is as follows

1-6 years 28 days or 336 hours

6-11 years 31 days or 372 hours

11-14 years 34 days or 408 hours

14-19 years 37 days or 444 hours

Over 19 years 40 days or 480 hours

Members are allowed to access 1st choice vacation that cannot be denied approximately 30 days or 360 hrs a year. So as you can see once a member has reached the 6 years of service members accrue more leave than they have the opportunity to take.

NLOD/ LOD Sick/Injured Policy

- Pursuant to the applicable MOUs, sworn members receive up to 6 months paid non-line of duty (NLOD) sick / injury leave per occurrence.
- Pursuant to the applicable MOUs, sworn members receive up to 1 year paid line of duty (LOD) sick/injury leave per occurrence.

Retirement/Terminal Leave

- Pursuant to the applicable MOUs/ MOPs, sworn members receive up to 9 months of leave prior to retirement, although this leave is going through potential modifications at this point in time.

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grievance under Article 6 of this Agreement, except when granting such leave would adversely affect delivery of emergency services.

E. Nothing shall abridge the right of any duly authorized representative of the Union to present the view of the Union to the citizens on issues which affect the welfare of its members, or inhibit or hamper any employee's constitutional right of free speech.

F. The President of the Union shall be detailed to Fire Department headquarters for the duration of this Agreement, and shall be granted reasonable leave with pay as may be required for the purpose of discharging his official duties as Union President. The Union shall submit to the Office of the Labor Commissioner the name of one employee who, on behalf of the Union, shall be assigned on a full time basis to perform labor relations duties, process grievances, and to assist in monitoring the IAFF/IAFC wellness program. Once the assignment is approved by the Employer, which approval shall not be unreasonably withheld, the employee shall be compensated by the Employer at the employee's regular rate of pay, and without loss of the benefits that are associated with the employee's regular job class.

G. Officers of the Union shall not be disciplined for conduct while acting in their official capacity as officers of the Union and shall have the right to file a grievance and arbitration procedure herein for any disciplinary action taken against them for conduct while acting in their official capacity as officers of the Union.

H. The Union shall be granted access as scheduled by the Fire Academy to address each Fire Academy class shortly before the class graduates. Sufficient time shall be given for the Union to review its contract, City employee programs, dues or service fee check-off procedures and similar matters with the class. The Union recognizes that the rights of "probationary" employees are defined in Baltimore City Code (2009 as published by the Baltimore City Department of Legislative Reference), Article 12, Section 1-1(d).

ARTICLE 8: HOURS OF WORK

A. The following terms shall remain in effect through December 31, 2013:

1. The regularly scheduled workweek for all fire suppression and Emergency Medical Services ("EMS") personnel shall average approximately 42 hours per week, the aggregate of which shall be approximately 2190 hours annually. The present procedure of scheduling 10- and 14-hour shifts shall be maintained.

2. Each employee's day of work shall be 10 hours on day shift and 14 hours on night shift. The basic order of shift rotation shall consist of two 10-hour day shifts followed by two 14-hour night shifts, followed by 4 days off work. Employees shall be scheduled to work in accordance with Addendum C-1 Work Schedule, attached hereto, which is intended to represent the schedule set forth herein. The Department shall continue to observe its current practices and procedures with regard to the start and end of shifts and shift relief.

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B. The schedule and hours of work for the Fire Suppression Division shall be as follows:

1. Effective January 1, 2017, Fire Suppression Division shift employees (but not day work employees) shall be assigned to a four (4) platoon, 24-hour shift work schedule for a regularly scheduled average of approximately 46.8 work hours each week, the aggregate of which shall be 2,433.3 hours per year, on a nine (9) number system (for a total of 10.1 impact days annually).

2. The base schedule of 47 hours per week for Fire Suppression will be one 24 hour shift of work, followed by one day off, followed in turn, by a second 24-hour shift of work (the "24/24/24"). After the second work shift of 24 hours, there will be five consecutive regularly scheduled days off. This pattern completes an eight calendar day cycle. The next eight calendar days repeat that same pattern, with the vacation option day falling every forty-eight days within a six number system. The complete 8-day pattern shall be: W-0-W-0-0-0-0-0. (W) Work and (0) Off. Personnel assigned to the Fire Suppression Division will be assigned to a 24-hour "impact" day rotation that will alternate every 34th and 38th day for an average of one impact day every 36 calendar days. This schedule shall yield the option of a thirteen day break from work every 48 calendar days, except when an impact day falls within a member's first choice vacation. The calendar template for the 24-hour schedule that is to be implemented as of January 1, 2017 is appended to this Agreement as Addendum C.

3. On and after January 1, 2014, personnel assigned to the Fire Suppression Division will remain on the six-number vacation system, and will receive approximately 15 first choice vacation options per year, as provided in Section 30.C.

4. An impact day cannot result in the assignment of two days or forty-eight hours of work consecutively. An impact day may be exchanged or swapped between employees, in 10, 14, and/or 24 hour blocks as elected by the employee.

5. Employees may not take vacation, personal, holidays or compensatory leave on impact days. Notwithstanding the preceding sentence, upon the effective date of this Agreement, the Chief of Department shall issue a new MOP (in the MOP 322 series) which will allow employees to use a first choice vacation option of another member on their own regularly scheduled impact day, subject to certain agreed-upon restrictions.

It is further understood by and between the parties that the MOP to be issued by the Chief of Department as referenced in Article 8.B.5 above shall include the following restrictions:

- a. The procedures in MOP 322 (in the MOP 322 series) concerning "Vacation Received" shall be applicable to using first choice vacation options on impact days as set forth herein.
- b. Under no circumstances shall this use of first choice vacation options on impact days create any additional cost, through overtime, acting out of title, or

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reasonable leave with pay as may be required for the purpose of discharging his official duties as Union President.

G. Officers of the Union shall not be disciplined for conduct while acting in their official capacity as officers of the Union and shall have the right to file a grievance pursuant to the grievance and arbitration procedure herein for any disciplinary action taken against them for conduct while acting in their official capacity as officers of the Union.

ARTICLE 8: HOURS OF WORK

A. The following terms shall remain in effect through December 31, 2013:

1. The regularly scheduled workweek for all Fire Suppression and Emergency Medical Services ("EMS") personnel shall average approximately 42 hours per week, the aggregate of which shall be approximately 2,190 hours annually.

2. Each employee's day of work shall be 10 hours on day shift and 14 hours on night shift. The basic order of shift rotation shall consist of two 10-hour day shifts, followed by two 14-hour night shifts, followed by 4 days off work. Employees shall be scheduled to work in accordance with Addendum C1 Work Schedule, effective July 1, 2013, attached to the FY 2014-16 MOU. The Department shall continue to observe its current practices and procedures with regard to the start and end of shifts and shift relief.

B. Effective January 1, 2014, the schedule and hours of work for the Fire Suppression Division shall be as follows:

1. Fire Suppression Division shift employees (but not day work employees) shall be assigned to a four (4) platoon, 24 hour shift work schedule for a regularly scheduled average of approximately 47 work hours each week, the aggregate of which shall be 2,463 hours per year, on an eight (8) impact day system.

2. The base schedule of 47 hours per week for Fire Suppression will be one 24 hour shift of work, followed by one day off, followed in turn, by a second 24-hour shift of work (the "24/24/24"). After the second work shift of 24 hours, there will be five consecutive regularly scheduled days off. This pattern completes an eight calendar day cycle. The next eight calendar days repeat that same pattern, with the vacation option day falling every forty-eight days within a six number system. The complete 8-day pattern shall be: W-O-W-O-O-O-O-O. (W) Work and (O) Off. Personnel assigned to the Fire Suppression

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B. A first choice vacation option must be exercised at least 7 days in advance of the vacation opportunity. If members do not exercise such option, the opened dates will be considered available to any member in the unit upon request. First choice vacation as provided for in this Article shall not be subject to cancellation.

C. The practice of numbering first choice vacation opportunities shall be continued. In order to assign first choice vacation opportunities, all Fire Suppression and EMS employees who are members of the Group System, as provided in Article 8, shall be assigned to 6 number groups. An EMS employee shall be entitled to a first choice vacation opportunity consisting of 4 consecutive shifts when the employee's number appears on the work schedule. Each employee shall receive approximately 30 first choice vacation opportunities within the year. The 6 number system shall remain in effect for a determined period of time, of no less than Fiscal Year 2008 and Fiscal Year 2009, through June 30, 2009 during which period the Baltimore City Fire Department and the Fire Unions shall jointly study the staffing and scheduling of the Baltimore City Fire Department, to determine through negotiations, whether or not any changes may be necessary.

D. Second choice vacations will be permitted if sufficient personnel are available; however, once granted, said vacation shall not be canceled unless a 24-hour notice is given.

E. Regulations pertaining to vacation under Manual of Procedure (MOP) 322 shall remain in effect for employees hired into the Fire Service prior to July 1, 1979.

For those employees hired into the Fire Service after July 1, 1979, vacation leave is accrued in relationship to the length of continuous service with the Employer as follows:

1. Employees with less than 5 years of service shall earn vacation leave of 1 working day for each month of completed service, or a total of 12 days per year.
2. Employees who have 5 but less than 11 years of service shall earn vacation leave of $1\frac{1}{4}$ days for each month of completed service, or a total of 15 days per year.
3. Employees who have 11 but less than 14 years of service shall earn vacation leave of $1\frac{1}{2}$ days for each month of completed service, or a total of 18 days per year.
4. Employees who have 14 but less than 19 years of service shall earn vacation leave of $1\frac{3}{4}$ days for each month of completed service, or a total of 21 days per year.
5. Employees who have completed 19 or more years of continuous service shall earn vacation leave of 2 days for each month of completed service, with a maximum of 24 days per year.
6. Employees will be allowed to accumulate vacation up to the maximum number of days earnable as provided in Addendum L.

ATTACHMENT 2

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall perform the following services in accordance with this Agreement:

BCFD, with input from the Department of Finance, has selected FACETS Consulting to conduct the study of its operational and management practices. FACETS specializes in the public safety, emergency management and homeland security disciplines. Their principals and associates include current and former fire chiefs, city managers, technology specialists, law enforcement officials, emergency managers, military officers, project managers and public policy experts. They come to the table with experience working with large metropolitan fire departments, including on the East Coast which has unique challenges compared to other parts of the country. The FACETS team identified to work with BCFD will include, but is not limited to, former and current metro Fire Chiefs as well as the former Budget Director for Phoenix, Arizona. Additional information about FACETS Consulting is available at: <https://www.facetsllp.com/>

SCOPE OF WORK: Operational and Management Assessment of BCFD

BCFD, with input from the Department of Finance, has delineated the scope of the study as follows:

FACETS Consulting will conduct an operational and management assessment of BCFD that includes:

- An assessment of the efficiency of current fire station locations and apparatus/unit assignments including but not limited to engine, ladder, rescue, ambulance, medic, and command officers.
- An assessment of the department's current staffing methods for emergency response and personnel assignments including but not limited to work schedules.
- An assessment of the department's current policies and practices on time-keeping, sick leave, vacation, terminal leave, and off-duty and on-duty-related temporary and long-term disability.
- An assessment of the efficacy of the department's current dispatch and emergency response policies.
- An assessment of the utilization of overtime for staffing.
- An assessment of the department's policies, schedules and compensation plan for uniformed staff assignments.

- An assessment of the current labor agreements between the City and fire department members.
- An analysis of the department's level and type of support staff in non-operational areas such as training, administration, logistics, and fire prevention.
- A review of BCFD management and operational procedures.
- An analysis of the contributing factors to civilian fire deaths in Baltimore for the previous ten years.
- An assessment of the level and type of fees currently collected by BCFD for services performed.

This assessment will be undertaken with the opportunity for involvement on the part of labor organizations representing BCFD members, any BCFD-related affinity organization, individual BCFD officers and other sworn members, the fire department medical director, and other fire department employees.

The opportunity will also be provided for fire department emergency and non-emergency customers, and members of the community to be part of the process through targeted and public meetings.

The consulting team will also meet with elected and appointed officials and employees of the City of Baltimore, as appropriate, in a forum that complies with any applicable open meetings laws or policies of the City.

The final report on the assessment shall include:

- Recommendations on changes, as appropriate, to collective bargaining agreements as well as department and city policies and practices on staffing, schedules, time-keeping, leave accrual and use, and other areas that can provide efficiencies and/or operational advantages.
- Recommendations, as appropriate, regarding the emergency response policies, staffing, station locations, apparatus and other resources of the department. Any recommendation for changes to the emergency response system will include information on the potential impact, if any, of the change to the BCFD's Insurance Services Office (ISO) rating, which currently is a "1" representing "superior property fire protection."
- Recommendations on the level of full-time sworn positions to be maintained by the City and the fire department to minimize the use of overtime while avoiding the expense of over-staffing.

- A benchmarking comparison of the BCFD to similarly situated fire departments in the United States. Components of this comparison shall include resources, fees assessed for services, management approaches to appropriate issues, and other information that may be illustrative to the observations or conclusions of this report.
- Recommendations on strategies to limit unnecessary use of BCFD emergency resources.
- Suggestions for changes, as appropriate, to policies and procedures related to the assignment of uniformed members versus civilian employees for particular functions.
- Recommendations, as appropriate, to the level and type of fees and other revenue that can be realized by the fire department, and the methodology for the collection of such fees and revenue.
- Recommendations, as appropriate, to prevent fire deaths and efficiently address the demand for emergency medical services.

The report on this assessment will be provided in a written format. Presentations, as desired, will also be provided to Baltimore elected officials, City and Fire Department staff, labor and affinity organizations, community members and others, as appropriate.