

## IAFF Local 2000 – State Senate/Delegate Questionnaire – 2014

1. Collective Bargaining Rights – In recent years various states have stripped public employees of collective bargaining rights (Wisconsin & Michigan) or are still attempting to pass legislation that would eliminate collective bargaining (Oregon, Ohio, Arizona, Maine, Florida).

The State of Maryland long ago passed legislation that permits local jurisdictions to allow collective bargaining for public employees.

Do you support or oppose collective bargaining for public employees in Maryland? Please explain.

The Contract that our firefighters have with Howard County is relatively straightforward to read and understand, and strikes me as fair to both parties. However, I began my legal career as a labor relations attorney in a large law firm, and have generally been fighting on the side of management. One of the reasons I look forward to talking with you on Friday is to give me more perspective on the issue of collective bargaining for public employees.

Unfortunately, my most hands-on experience with collective bargaining for public employees was with the Maryland Transit Administration's (MTA) contract with Local 1300 of the Amalgamated Transit Union. This experience did *not* make me more supportive. The MTA contract is 324 pages -- ten times longer than your contract (34 pages). The collective bargaining history of the MTA and Local 1300 is problematic. For example:

The contract between MTA and ATU Local 1300 was originally negotiated many years ago. Each 3-year negotiation seems to have just added onto the underlying document. What exists now, in those 324 pages, is a labyrinth of work rules. And because management executives come and go with the political winds, only the union really understands the benefits hidden in those work rules. Although I don't recall the specifics at this time, I know that one example is the rule for shift work that allow drivers to create schedules that optimize overtime, not because of need, but in order to maximize take-home pay.

I was also deeply concerned by the results of MTA's binding arbitration for its 2009-2012 contract. In 2009 the whole country was in the midst of a serious economic downturn. Everyone, including the State, was trying to find ways to minimize or cut expenditures. Nonetheless, when negotiations came to a stalemate, and the proposals at issue went to arbitration, the arbitration board, whether by choice or by existing contract provisions, awarded the 2,500 union employees:

- An 11.5% hourly wage increase, and
- A 40% increase in their pension benefits.

The increases catapulted the union wage and benefit costs from 34% of MTA's operating budget up to 40%. These increases are so far out of the norm that they aren't appropriate even in better times -- and they are completely inappropriate for an organization that has objectively underperformed for years.

- 2. Agency Fee/Service Fee/Shop Fee** – Maryland law does not prohibit the existence of union shops. In cases where a union exists in a workplace but employees are not required to join, State law allows a labor organization to assess a fee. This fee – sometimes called a service fee, shop fee, or agency fee – is charged to non-member employees who receive the same wage increases and/or additional benefits resulting from a collective bargaining agreement. The fee is charged to help cover the expenses incurred in negotiating, maintaining, and preserving the collective bargaining agreement.

**Do you support the right of labor organizations to collect a service fee, and would you oppose any law that would be introduced to repeal it? Please explain.**

I believe there is some merit in having non-union members pay for the services and benefits the Union is providing them. However, the amount of the fee is not discussed other than in Article 2, Section 2.3 of the Memorandum of Agreement currently in effect. That provision caps the fee as "*an amount not to exceed the then current Union dues in order to defray costs...*"

Beyond the cap, it's unclear how the amount is determined. Is there a formula or some other objective means of establishing the fee? This question made me curious, and so I went through the MOU and took note of what provisions applied to "employees" (members and non-members) and what provisions applied only to Members. I must say that I was impressed with the fairness of the MOU. It appeared to me that only a few benefits were offered only to Members. (I've listed the provisions I found that seem to be limited to Members at the end of the document)

With respect to the second part of the question, I almost never take a position based on the title of a law, or a "concept." For example, the "No Child Left Behind" law sounds like something you could not oppose; but the law did not perform. I have found that the title and even the intent of legislation is often at odds with what the legislation actually does. In making laws, the details really do count. For example, the 2,000+ Affordable Care Act is a perfect example of what happens when the details are ignored.

- 3. Maintenance of Effort (MOE) & Effect on Municipal Budgets** – The Maryland Legislature passed what is commonly referred to as the Maintenance of Effort law in 1984. The law was intended to require local governments to provide public schools a constant level of per-pupil funding as a prerequisite for receiving state aid. As enrollment has increased, the portion of county budgets provided to education funding has increased. With more recent legislation requiring level funding from one year to the next – without regard to state-wide revenue shortages – it is the other areas of critical government funding that have felt the brunt of the lagging economy.

In many municipalities, fire/rescue and police funding has declined because the law requires consistent and level funding for education. With less total revenue available for spending, and level funding for education a requirement, municipalities are balancing their budgets on the backs of fire fighters, police officers, and other government workers. Some jurisdictions, like Howard County, have been able to fund education at levels beyond the MOE requirement, but have not received “credit” for those efforts when the economy suffered.

**Would you support or oppose legislative changes that would ease the MOE burden placed on the states municipalities? Please explain.**

**I would strongly support legislation to ease the MOE burden placed on the state's counties and municipalities. Much of the answer below is taken from my answer to the MSEA questionnaire.**

**In 2002, the State passed the Thornton Plan (Bridge to Excellence) as what was no doubt the largest "unfunded mandate" ever passed. Governors had to raid the Transportation Trust Fund, among other dedicated sources of funds, in order to fund Thornton, year after year. In an effort to ensure that local jurisdictions did not simply reduce their own education spending by the amount of the State aid, the State passed "Maintenance of Effort" (MOE) -- legislation that *required* county education budgets to be at least as large or larger than they were the year before regardless of circumstances within the individual jurisdictions.**

**When this legislation was passed, Howard County spent about half of its budget on education. Today, 13 years later, education funding comprises about 70% of the County's budget. This leaves less and less money to fund other priorities within the County, and very little leeway when cuts are required.**

4. **Lobbying Rules and Registration** - The Maryland Association of Counties (MACo), the Maryland Municipal League (MML), and other similar organizations are exempt from regulations under the lobbying provisions of the Maryland Public Ethics Law. As such, appearances, interactions, and expenses incurred by the representatives/employees of these groups in the process of meeting with elected officials in Maryland are not required to be disclosed. It is our opinion that these groups should be subject to the same registration and reporting requirements that apply to lobbyists.

**Would you support or oppose amendments to the law that would require MACo, the MML and other similar organizations to register with the State Ethics Commission? Please explain.**

This is the first time I've encountered this issue so I am unaware of the background as to why the issue has come up. Apparently Delegate Tom Hucker has introduced a bill to require MACo and the MML to register as lobbyists. It's an interesting idea, but I'd have to learn more before I could take a position for or against this particular legislation.

I will say, however, that during the four years I worked for the Ehrlich Administration, I spent a great deal of time sitting in the Lowe House Office Building and the Miller building, waiting to be called to testify on behalf of the interests of the Transportation Department. I often thought that there was something not quite right about citizens being taxed to pay one branch of its government to lobby another branch.

I will be interested to hear your thoughts on this bill . . . which I hope you will share with me.

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<sup>1</sup> As CEO of the Maryland Transportation Authority, I was the civilian head of a police force of 450 sworn officers, including the Maryland Transportation Authority Police Lodge # 34 of the Fraternal Order of Police, Inc. ("FOP")

In 2006, the FOP convinced a receptive member each of the Maryland House of Delegates and of the Senate to introduce legislation in their respective chambers authorizing collective bargaining for the FOP's members.

The leaders of the FOP contacted me to urge my support of the bill. I met with them, listened, and then voiced some concerns about collective bargaining. I said I believed that we have great relationships between the FOP and the Authority -- with every division of the agency. I enjoyed the opportunity to meet and talk with the FOP and with individual members of the force as I went to our different facilities. I objected to an imposed collective bargaining law because the rules regarding "bargaining/negotiating" are strict and would essentially put us into an adversarial position and regiment how we talked with one another.

In lieu of Collective Bargaining, I suggested an alternate option. The police had been wanting take-home cars for some time and had put together a comprehensive three-year plan for implementing such a program. I proposed that the Authority would implement the take-home car program over the three years shown in their plan, and they would refrain from seeking or advocating for collective bargaining for those three years. That proved to be an acceptable compromise for both sides. I drafted and we signed a one-page contract, and implemented the first year of the agreement.

The first year, everything went as scheduled. However, when Governor O'Malley's administration took over, they decided not to fund the car take-home program. The FOP fought them, and the issue of our 1-page contract went to court. The court of special appeals ruled against the FOP, but the Court of Appeals said the Court of Special Appeals was wrong on virtually every issue -- except, there was a federal regulation we were unfamiliar with that required the Administration's position to win. (*Maryland Transportation Authority v. Maryland Transportation Authority Police Lodge #34*, 420 Md. 141 (2011))

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Below are the provisions that confer a right or a benefit on Union Members, but not Non-Members (referred to as employees).

*Page 4 no less than 33 unit members will be eligible for selection to receive a \$1000 flat rate heavy vehicle operation pay."*

*Page 13 -*

- members who complete 252 months of Howard County fire service shall begin receiving longevity pay of \$2,500*
- ...the member being detailed shall be entitled to receive \$20 each shift the member is detailed*

*Page 15 - When field overtime vacancies exist, the following order shall be utilized. The contract then lists the order for 11 separate groups; The first (1) - (7) are limited to "Members." Group # (8) is the first offer for "employees."*

*Page 20 - Section 15.3 - Personal Leave. Each of the provisions specifies "unit members"*

*Page 26: Section (c) within Section 15.13 reads "The county shall provide a line of duty death benefit in the amount of ten thousand dollars...to a bargaining unit member's beneficiary..."*

*Page 26: Uniform allowance, "Members . . . shall receive a clothing allowance of \$1,000 per person"*

Your signature: Trent Kittleman

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