



## Montgomery County Lodge 35, Inc.

18512 Office Park Drive  
Montgomery Village, MD 20886

Phone: (301) 948-4286

Fax: (301) 590-0317

### Response to the Washington Post Editorial

On September 11, 2012, the 11<sup>th</sup> anniversary of the darkest day in American public safety history, the Washington Post chose to attack the efforts of working police officers to preserve the right to collectively bargain over conditions of employment arising from management decisions. None of it is true.

Post claim	Truth
<i><b>“notoriously, the union disputed and delayed even departmental rules requiring that officers read their e-mail”</b></i>	The FOP never disputed or delayed any departmental rule requiring officers read their email. Until December of 2011, <b>FIVE MONTHS</b> after the passage of the legislation, the FOP had received no communication from the County about email. To this date, no one has claimed that there was any problem with employees checking email, just a complaint that they <u>believe</u> that couldn't make employees check email. All that it required to have employees check County provided email was to give the employee the time and means to do so. ( <i>See Attachment A</i> )
<i><b>“The FOP delayed for years the installation of cameras in police cruisers, insisting that the department be barred from using footage to hold police officers accountable for their actions in most situations.”</b></i>	The Washington Post knows this is false. In 2000, the Montgomery County police department installed cameras in police cars. Shortly after, they stopped the program and removed them. The issue was never brought up again until 2006. The FOP never challenged the use of “footage” from video cameras in cars. The FOP challenged the use of the audio under strict Maryland wiretap laws. The FOP challenge did not delay or prevent the installation of video cameras in cars. ( <i>See Attachment B</i> )

Post claim	Truth
<p><b><i>“The union has objected to and forced changes in the deployment of basic equipment such as electronic ticketing devices and semi-automatic weapons, insisting they be distributed according to seniority rather than operational need.”</i></b></p>	<p>The FOP has never forced changes in the deployment of electronic ticket devices. The police department can put the devices in any unit. There is an agreement that if two officers in a unit want the device, the more senior officer will get it. (<i>See Attachment C</i>) In regards to semi-automatic weapons, every single officer in Montgomery County is issued a semi-automatic pistol and the question of how they are distributed has never been at issue. Everyone needs one. Everyone gets one.</p>
<p><b><i>“Amazingly, it tried to obstruct efforts to beef up patrols in Silver Spring last year to address a spike in crime; “</i></b></p>	<p>The FOP never obstructed any effort to beef up patrols. The FOP accepted the County’s plan to temporarily assign volunteer officers to Silver Spring. The FOP agreed that the transfers would proceed unhindered despite the absence of a signed agreement. Police Chief Manger testified that the resolution was reached after the transfers programs had successfully ended. (<i>See Attachment D</i>)</p>
<p><b><i>“The FOP has even challenged the introduction of new technology intended to ensure officers’ security. A case in point: It insisted on assurances that tracking devices to monitor the location of police cruisers could not be used in disciplinary proceedings.”</i></b></p>	<p>This is a reference to the Automatic Vehicle Locator System (AVL) in police cars. It is the outcome of a 2003 arbitration award for the County. It was the County’s final language not the FOP’s.</p>

## **Montgomery voters should approve limits on police union**

**By Editorial Board, Published: September 11**

MOST UNIFORMED POLICE forces function with a clear chain of command. Montgomery County's police department functions more like a new-age collective, where management's most workaday directives can be challenged by the police union, endlessly debated and negotiated into oblivion.

That arrangement has given rise to such abuse — notoriously, the union disputed and delayed even departmental rules requiring that officers read their e-mail — that politicians finally intervened. Last year, the all-Democratic County Council, traditionally pro-union, voted unanimously to scrap the 30-year-old law empowering the Fraternal Order of Police (FOP) to negotiate over the effects of practically any management decision.

The FOP, determined to preserve the status quo, is pushing back. It has forced the issue onto the county ballot this fall and is lobbying Democratic officials to urge voters to overturn the council's sensible law. It is vital that the law be upheld to ensure Montgomery's police force is professionally managed. Voters should mark "yes" on Question B.

The FOP has launched an expensive and misleading public relations campaign, alleging that the law would roll back collective-bargaining rights for the police. This is false. Like every other union that represents public employees in Montgomery County, including firefighters and general government workers, the FOP would continue to negotiate salary, benefits and basic working conditions such as hours and holidays.

What would be eliminated is an additional power, known as "effects bargaining," that gives the union practically unlimited power to substitute its druthers for management's prerogatives. No other police force in Maryland has such arrangement, and for good reason: It makes the force all but ungovernable.

The FOP delayed for years the installation of cameras in police cruisers, insisting that the department be barred from using footage to hold police officers accountable for their actions in most situations. The union has objected to and forced changes in the deployment of basic equipment such as electronic ticketing devices and semi-automatic weapons, insisting they be distributed according to seniority rather than operational need. Amazingly, it tried to obstruct efforts to beef up patrols in Silver Spring last year to address a spike in crime; that move, to the FOP, was a "prohibited practice" subject to negotiation. (Some officers simply ignored the union and volunteered for the temporary assignment anyway.)

The FOP has even challenged the introduction of new technology intended to ensure officers' security. A case in point: It insisted on assurances that tracking devices to monitor the location of police cruisers could not be used in disciplinary proceedings.

Police chiefs elsewhere react with stunned amazement when they learn of the rules under which the department functions, or doesn't, in Montgomery. The effect of those rules is to handcuff management, subjecting basic directives to protracted bargaining. County voters have a chance to end these abuses, and they should.

# Attachment

## A



12-13-2011  
City  
1145 hrs

## Appendix H

### Internet, Intranet, & Electronic Mail Use By FOP Bargaining Unit Members

#### I. PURPOSE

This is Montgomery County's policy (hereafter referred to as the "Policy") for proper use of Internet/Intranet access and electronic mail (e-mail) systems provided by the County for the use of FOP bargaining unit members) hereafter referred to "employees).

"Employer" means the County Executive and designees.

Nothing in this policy is intended to imply or constitute a waiver of an employees constitutional, contract, or statutory rights.

Internet/intranet access and e-mail systems are provided for the employees and persons legitimately affiliated with the business of the County government for the efficient exchange of information and the completion of assigned responsibilities that are consistent with the County's purpose.

#### II. APPLICABILITY

The provisions of this policy apply to all employees in the FOP bargaining unit.

#### III. POLICY

Internet/intranet access and e-mail systems are provided to bargaining unit employees for the use in conducting the County's official business. Unless an exception is specifically approved by the employer, **employees will check their county provided e-mail account at least once while on duty**, employees are expected to use these resources responsibly and professionally, and must not use Internet/intranet access or e-mail systems in a manner that violates any federal, State of Maryland, or Montgomery County law, County regulation applicable to the bargaining unit, or departmental directive applicable to the bargaining unit. Although the use of County provided Internet/intranet access or e-mail systems for personal use is discouraged, it is recognized that circumstances arise that necessitate personal use of these systems. Such use is to be kept to a minimum and should not disrupt the conduct of service or performance of official duties. Employees are to devote their entire working time to the performance of their duties. A County employee may make reasonable and limited personal use of County provided Internet/intranet access or e-mail systems in accordance with this Policy.

County employees who violate this policy may be subject to disciplinary and other actions under subsection III. D. of this policy.

.....

(Rest of this appendix stays the same)

Appendix H

Internet, Intranet, & Electronic Mail Use  
By FOP Bargaining Unit Members

1:46  
1-3-2012  
CHY  
**I. PURPOSE**

This is Montgomery County's policy (hereafter referred to as the "Policy") for proper use of Internet/Intranet access and electronic mail (e-mail) systems provided by the County for the use of FOP bargaining unit members) hereafter referred to "employees). "Employer" means the County Executive and designees.

Nothing in this policy is intended to imply or constitute a waiver of an employees constitutional, contract, or statutory rights.

Internet/intranet access and e-mail systems are provided for the employees and persons legitimately affiliated with the business of the County government for the efficient exchange of information and the completion of assigned responsibilities that are consistent with the County's purpose.

**II. APPLICABILITY**

The provisions of this policy apply to all employees in the FOP bargaining unit.

**III. POLICY**

Internet/intranet access and e-mail systems are provided to bargaining unit employees for the use in conducting the County's official business. **The employer shall provide bargaining unit members with the means and opportunity to check their County e-mail once per shift, while on duty. Bargaining unit members will be responsible for any information conveyed by the employer through the County e-mail system.** ~~Internet/intranet access and time during work hours for employees to check County provided e-mail accounts.~~ Unless an exception is specifically approved by the employer, employees are expected to use these resources responsibly and professionally, and must not use Internet/intranet access or e-mail systems in a manner that violates any federal, State of Maryland, or Montgomery County law, County regulation applicable to the bargaining unit, or departmental directive applicable to the bargaining unit. Although the use of County provided Internet/intranet access or e-mail systems for personal use is discouraged, it is recognized that circumstances arise that necessitate personal use of these systems. Such use is to be kept to a minimum and should not disrupt the conduct of service or performance of official duties. Employees are to devote their entire working time to the performance of their duties. A County employee may make reasonable and

County Counter-proposal  
FOP Negotiations  
1/3/12

1:00 pm

limited personal use of County provided Internet/intranet access or e-mail systems in accordance with this Policy.

County employees who violate this policy may be subject to disciplinary and other actions under subsection III. D. of this policy.

.....

(Rest of this appendix stays the same)



205  
1-3-2012  
FOP

## Appendix H

### Internet, Intranet, & Electronic Mail Use By FOP Bargaining Unit Members

#### III. POLICY

Internet/intranet access and e-mail systems are provided to bargaining unit employees for the use in conducting the County's official business. **The employer shall be provide intranet/internet access and time during work hours for employees to check county provided email accounts. Failure in checking email shall not be used as a basis for discipline.** Unless an exception is specifically approved by the employer, employees are expected to use these resources responsibly and professionally, and must not use Internet/intranet access or e-mail systems in a manner that violates any federal, State of Maryland, or Montgomery County law. County regulation applicable to the bargaining unit, or departmental directive applicable to the bargaining unit. Although the use of County provided Internet/intranet access or e-mail systems for personal use is discouraged, it is recognized that circumstances arise that necessitate personal use of these systems. Such use is to be kept to a minimum and should not disrupt the conduct of service or performance of official duties. Employees are to devote their entire working time to the performance of their duties. A County employee may make reasonable and limited personal use of County provided Internet/intranet access or e-mail systems in accordance with this Policy.

**Unless prohibited by court order, the employer shall notify the FOP, upon receipt of a request for email or email records, including, but not limited to, an MPJA request, a subpoena, summons, court order or request by any Montgomery County employee acting on behalf of the county. The employer will provide the date, time, and nature of the request and the name of the requester if known.**

County employees who violate this policy may be subject to disciplinary and other actions under subsection III. D. of this policy.

## Appendix H

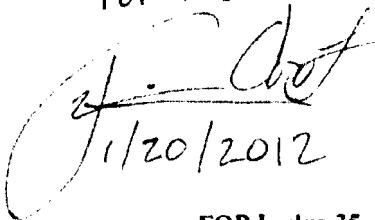
### Internet, Intranet, & Electronic Mail Use By FOP Bargaining Unit Members

\* \* \*

#### III. POLICY

Internet/intranet access and e-mail systems are provided to bargaining unit employees for the use in conducting the County's official business. **Each employee shall be accountable to check email while on-duty and at work, and the employer shall be accountable to ensure that each employee governed by this appendix is provided the time and means to adequately access and process employer provided email.** Unless an exception is specifically approved by the employer, employees are expected to use these resources responsibly and professionally, and must not use Internet/intranet access or e-mail systems in a manner that violates any federal, State of Maryland, or Montgomery County law, County regulation applicable to the bargaining unit, or departmental directive applicable to the bargaining unit. Although the use of County provided Internet/intranet access or e-mail systems for personal use is discouraged, it is recognized that circumstances arise that necessitate personal use of these systems. Such use is to be kept to a minimum and should not disrupt the conduct of service or performance of official duties. Employees are to devote their entire working time to the performance of their duties. A County employee may make reasonable and limited personal use of County provided Internet/intranet access or e-mail systems in accordance with this Policy.

\* \* \*

For the FOP  
  
1/20/2012

FOP Lodge 35  
January 20, 2012  
Counter proposal

For County  


4:30pm

# Attachment

## B

## **Statement of FOP Lodge 35 Concerning In-Car Video Cameras**

**As explained below, despite several opportunities, from 2001 until December 2006, Montgomery County demonstrated no interest in in-car video cameras. In December 2006, the County and FOP discussed these cameras and agreed to set aside time to address them. We have addressed them and have signed an agreement with the County. The Mobile Video System ["MVS"] may be implemented at any time without delay.**

---

In late 1999, the County informed us that they wanted to discuss a pilot in-car video program. A civil agreement required that the County Executive request an appropriation from the County Council of \$1,000,000 for four programs: (1) training, (2) public relations, (3) minority recruitment, and (4) a pilot video program. We agreed and talks began shortly thereafter. Several legal issues were raised during the discussions and one was presented to the Maryland Attorney General who responded on August 11, 2000. Three cameras were placed into service and evaluated.

At about the same time -- October 1999 through January 2000 -- the County and FOP were engaged in negotiations with the United States Department of Justice in an attempt to reach agreement in lieu of litigation after DOJ was unable to establish that any individual police officer had done anything wrong, but alleging that the ratio of tickets issued to black motorists was disproportionate to the population, characterizing the number as questionable. The programs subject to the \$1,000,000 appropriation were addressed during the negotiations with DOJ and an extensive, comprehensive agreement was signed by DOJ, FOP Lodge 35, and Montgomery County. That agreement did not require MVS. It was sent to and reviewed by the Montgomery County Council.

The County raised the issue of video cameras again in late 2000 and, in early 2001, proposed that the FOP meet with them by May 1, 2001 to reach agreement on in-car video cameras, but records indicate that the County did not pursue the matter, although, importantly the County could have declared impasse and obtained final resolution under law. Instead, the former police chief called the then-FOP president stating that cameras had been purchased and asked if the FOP was still interested in the video program. The president told the police chief that it was the County's proposal and if the County is not interested, the County could withdraw. The police chief implied he wanted to use the money for some other project which may have been DOJ agreement items, such as handheld computers for all police officers. He also expressed concern about storage of an enormous amount of tapes.

The County had full opportunity to finally resolve the issue through negotiations or binding arbitration in 2001, February 2003 and February 2004, and other times but did not do so. We have never been critical of that decision, but it was the County's decision. However, we do note that the terrorist acts of September 11, 2001, the sniper attacks of October 2002, and the perceived threat of an anthrax attack in early 2003 required immediate action and unanticipated expenditure of funds as well as a caused a shift in priorities.

The issue was not presented again by anyone until December 2006. In response, it was agreed, in February 2007, that the FOP and County would meet by April 1, 2007 to work out details of an in-car video program. At the FOP's suggestion, we met in late March before the April 1 date. The County stated its desire to work out an in-car video program focused on "officer

safety.” FOP 35 suggested to the County that the discussions be audio and video taped, but the County declined.

During talks, FOP 35 raised the issue of cost and expressed concern that funds not be diverted from other public and safety projects such as cage cars and life-saving Tasers (non-lethal weapons available to some officers for use as appropriate in lieu of lethal firearms). We also expressed concern that funds be used for life-saving Automated External Defibrillators in all police vehicles.

FOP 35 has been consistent in expressing its concerns to the County about public and officer privacy, (particularly as relate to the audio portion of the system *vis a vis* Maryland law) the potential for misuse of audio and video, the rights of owners of and those present upon private property, and extensive government surveillance of taxpayers.

After detailed negotiations, the parties were in near total agreement with only a few issues separating us. Those issues were submitted to binding arbitration and an award was issued in favor of the County.

FOP 35 accepts the award with the exception of the single issue of **audio** taping under certain circumstances. It appears to us that this single provision violates Maryland law and would violate the rights of citizens, witnesses, crime victims, as well as County employees. Accordingly, we have appealed that single provision to the circuit court. **We have not challenged any provision requiring videotaping.**

The court appeal does not delay or stall the program in any way.

Jane A. Milne  
Secretary

FOP, Montgomery County Lodge 35, Inc.  
18512 Office Park Drive  
Montgomery Village, MD 20886

301-948-4286

July 2008

# Attachment

## C

**Marc Zifcak**

---

**From:** Humphries, James [James.Humphries@montgomerycountymd.gov]  
**Sent:** Monday, April 14, 2008 4:07 PM  
**To:** FOP35Mail@aol.com; Mzifcak@Verizon.net  
**Cc:** Lacy, George; LaRocca, Jacqueline; Milewski, Jeremy  
**Subject:** ECitation

**President Zifcak:**

As a result of a grant from the State of Maryland, the Department of Police will conduct a feasibility study of an E-Citation program on a limited basis. E-Citation allows officers to scan Maryland driver's licenses into a license reader which will then automatically populate fields on an electronic version of a traffic citation. The citation is then printed out for the officer and violator to receive copies. It also allows for multiple charges to be placed on one citation. The legislation covering E-Citation does not require signatures by the offender on the citation. Benefits of the program include:

The Maryland State Police have studied the time it takes to issue a paper citation versus an E-Citation and determined issuing E-Citations can take half the time. Multiple charges via traffic citations can save even more time.

Legibility issues decrease and errors in filling out citations are reduced.

Officer safety is enhanced through the reduction in time to make the traffic stop and the reduction in potential confrontations associated with requiring a signature by the traffic violator.

Fraud associated with fake licenses is reduced since replicating the scan bar on driver's licenses is difficult.

If a copy of the citation is lost by the officer, it can easily be replicated via the electronic E-Citation system.

Information sharing among participating agencies in Maryland will increase and be faster which will enhance officer safety. This program allows for faster sharing of information associated with intra and inter-agency events (such as the sniper event) and can enhance the requirements under Article 32 Section H of the Collective Bargaining Agreement. Participating agencies include the Maryland State Police, New Carrollton and Chevy Chase Village Police Departments. Gaithersburg, Rockville and Takoma Park Police Departments have plans to participate as well.

Sometime in the summer or fall of 2008 the Department plans to obtain, train and issue a limited number of these devices and supporting systems to officers who frequently write traffic citations such as traffic unit officers and to study the feasibility of expanding the program within the Department at a future time. Let me know if you would like to bargain the effects of this program and provide a proposal to the Department for that purpose. Feel free to contact me should you have any questions concerning this issue.

Lt. James Humphries  
Legal and Labor Relations Division  
240-773-5003

THE INFORMATION CONTAINED IN THIS E-MAIL IS PRIVILEGED AND CONFIDENTIAL, AND IS INTENDED ONLY FOR THE USE OF THE NAMED INDIVIDUAL(S) TO WHOM IT IS ADDRESSED. ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION BY ANYONE OTHER THAN THE INTENDED ADDRESSEE(S) IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER. THANK YOU FOR YOUR COOPERATION.

4/23/2008



**Marc Zifcak**

---

**From:** Torrie Cooke [bluesman1190@verizon.net]  
**Sent:** Tuesday, April 15, 2008 4:26 PM  
**To:** James.Humphries@montgomerycountymd.gov  
**Cc:** Marc Zifcak; Dana Brown; WBader35@aol.com  
**Subject:** E-citations

Jim,

As described, we have no immediate concerns regarding E-citations; however, we would like to see the following:

1. A more full description of the device.
2. Information on how it is mounted in a vehicle (our concern is that it be mounted in a safe location)
3. Any other pertinent information.

How long the pilot is expected to last? What procedures are planned to ensure that technological failure does not result in loss of arrest information?

Please respond promptly as we do not want to have any delay in implementation. If it is going to be more than five working days, please advise.

Are you the Employer's designee in this matter?

Torrie Cooke

4/23/2008

**Marc Zifcak**

---

**From:** Cooke, Torrie [Torrie.Cooke@montgomerycountymd.gov]  
**Sent:** Friday, April 18, 2008 12:25 PM  
**To:** bluesman1190@verizon.net  
**Subject:** FW: E-Citation

*T. L. Cooke*  
Montgomery County Department of Police  
Family Crimes Division  
Child Abuse/Sex Assault, Shift #2  
240.773.5423



-----Original Message-----

**From:** Humphries, James  
**Sent:** Friday, April 18, 2008 9:53 AM  
**To:** Cooke, Torrie  
**Cc:** Lacy, George  
**Subject:** FW: E-Citation

Torrie:

1. A more full description of the device.  
**E-Citation is a software application that will be loaded on and be operated from the current Mobile Data Computers. Attached to the computer via cables will be a scanner that reads the stripe or bar code on a driver's license and a printer.**
2. Information on how it is mounted in a vehicle (our concern is that it be mounted in a safe location)  
**The exact location of the scanner and printer has not been determined. Technology, Fleet, Radio Shop personnel will determine possible locations and check with officers and work with the safety committee for a functional and safe configuration.**

How long the pilot is expected to last?

**No determination has been made yet. The program will be evaluated periodically in order to make that determination.**

What procedures are planned to ensure that technological failure does not result in loss of arrest information?

**The data will be backed up in a County controlled data system so if the State loses it, the data is**

4/23/2008

**Marc Zifcak**

---

**From:** Torrie Cooke [bluesman1190@verizon.net]  
**Sent:** Sunday, April 20, 2008 2:27 PM  
**To:** James.Humphries@montgomerycounty.gov  
**Cc:** Dana Brown; WBader35@aol.com; Marc Zifcak  
**Subject:** E-Citations

Jim,

After reviewing the information you forwarded, I see only loss of data by the state has been addressed. Given its history with technology, we have reason to be more concerned about failures at the county level. I have further inquiry which you will find below:

What fail safes are in place to prevent the loss of the county data Collection and storage?

What procedures/technology are planned to ensure complete and undistorted data is received by the receiving computer system(s)?

The response to who the Employer [County Executive] has appointed as designee in this matter was not made clear. Who has been designated by the Employer to bargain this matter?

Torrie

4/23/2008

**Marc Zifcak**

---

**From:** Humphries, James [James.Humphries@montgomerycountymd.gov]  
**Sent:** Monday, April 21, 2008 2:34 PM  
**To:** Torrie Cooke  
**Cc:** Dana Brown; WBader35@aol.com; Marc Zifcak; Lacy, George; Milewski, Jeremy  
**Subject:** RE: E-Citations

Torrie:

In response to your questions below first the County will maintain a data base of the information which will be backed up by the County. With respect to the procedures/technology used we have provided the information we have regarding the E-Citation System. This system will be part of the State system and will have to meet requirements which the State imposes. Should you have any specific labor concerns, please advise. In addition on April 14, 2008 we informed the Union of our desire to implement E-Citation and invited to comment and or provide a proposal regarding effects. As you are aware, I have been designated as the contact person and we have yet to receive any notice of your intent to bargain or a proposal. Should the Union decide to bargain and provide notice, then we shall appoint a representative for that purpose.

Lt. James Humphries  
 Legal and Labor Relations Division  
 240-773-5003

THE INFORMATION CONTAINED IN THIS E-MAIL IS PRIVILEGED AND CONFIDENTIAL, AND IS INTENDED ONLY FOR THE USE OF THE NAMED INDIVIDUAL(S) TO WHOM IT IS ADDRESSED. ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION BY ANYONE OTHER THAN THE INTENDED ADDRESSEE(S) IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER. THANK YOU FOR YOUR COOPERATION.

-----Original Message-----

**From:** Torrie Cooke [mailto:bluesman1190@verizon.net]  
**Sent:** Sunday, April 20, 2008 2:29 PM  
**To:** Humphries, James  
**Cc:** Dana Brown; WBader35@aol.com; Marc Zifcak  
**Subject:** E-Citations

Jim,

After reviewing the information you forwarded, I see only loss of data by the state has been addressed. Given its history with technology, we have reason to be more concerned about failures at the county level. I have further inquiry which you will find below:

What fail safes are in place to prevent the loss of the county data Collection and storage?

What procedures/technology are planned to ensure complete and undistorted data is received by the receiving computer system(s)?

The response to who the Employer [County Executive] has appointed as designee in this matter was not made clear. Who has been designated by the Employer to bargain this matter?

Torrie

4/23/2008

**Marc Zifcak**

---

**From:** Torrie Cooke [bluesman1190@verizon.net]  
**Sent:** Wednesday, April 23, 2008 6:59 AM  
**To:** James.Humphries@montgomerycountymd.gov  
**Cc:** Dana Brown; WBader35@aol.com; Marc Zifcak  
**Subject:** E-Citations

Jim,

1. Based upon the limited info provided, we continue to have concerns about officer safety. Please provide us all the information you have. The information that has been provided is limited to the E-Citation design, we need full disclosure in order to expedite this matter through good faith disclosures.
2. We do not want this program to be delayed so do not continue to withhold information or otherwise fail to be forthcoming.
3. Given your reluctance to inform us that you are the Employer's designee, we will presume that you are not, and will work in the manner that is most expeditious to getting this project going.

Torrie

4/23/2008

Date: April 23, 2008

Time: 1215hrs

Ref: E-Citations

Jim Humphries called and asked if I had a minute. I told him that I did. Jim asked what was going on with the e-mails. I asked him what he meant. Jim said that he did not understand why I was using the language that was used in the e-mails. I asked him what he meant. He said he had given me all the information that he had and there was not any more to it. I told him that was not enough to bargain because all he gave was the design of the device. Jim said he was trying to give the FOP a heads up and all he wanted to know is we wanted to bargain the effects. I told him there is nothing to bargain because there was not enough information (i.e. who gets the device, how many are there, what is the policy). Jim went on to say that the Police dept. was in the process of getting a grant to buy the E-Citation device but was unsure as to how many they would get. I told Jim that there was more than one device offered to operate the E-Citation software. Jim said he did not know what model they would get. Jim went on to say that they were looking to do this in the summer or early fall, and that the safety committee has not taken a look at the device yet. I told Jim that his memo sounded like the county was looking to bargain right away, like today or tomorrow. Jim said, no, we don't even have the equipment and the safety committee has not taken a look yet. I told him that we have plenty of time then and he said yes and that he was just giving us a heads up. I ended the conversation by telling him we would get back to him. Jim asked if the union was considering reserving the right to bargain after the safety committee makes their recommendation. I told him I would see after I spoke with Mark and Walt and that I would send him an e-mail soon.



**Montgomery County Lodge 35, Inc.**

18512 Office Park Drive  
Montgomery Village, MD 20886

Phone: (301) 948-4286

Fax: (301) 590-0317

July 16, 2008

**RECEIVED**

JUL 16 2008

MONTGOMERY COUNTY LODGE 35 FOP  
LOG # \_\_\_\_\_

George Lacy  
Legal and Labor Relations  
Montgomery County Department of Police  
2350 Research Boulevard  
Rockville, Maryland 20850

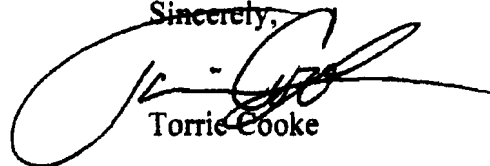
Dear George:

At the last Labor Management Relations Committee meeting there were several discussions which ended in agreement between the County and the FOP.

1. The police department will proceed with E-citation. E-citation devices will be issued within units to volunteers by seniority. If there are more devices than volunteers, the devices will be assigned by inverse seniority. All reports and communications regarding the project and all evaluations of program will be shared with the FOP. Before further implementation, the Joint Health and Safety Committee will review the safety issues involved.
2. The department will comply with the requirements of Article 61 Section A by providing current and proposed directive and indicating all changes.
3. The FOP and the County will reconstitute the Joint Study Committee provided for in Article 60. The county will provide copies of documents already required under that article as they exist. Please note that we are in receipt of your representatives on the committee.

If any of this is incorrect please contact me.

Sincerely,



Torrie Cooke



# Attachment

## D

**Marc Zifcak**

---

**From:** D'Ovidio, Steve [Steve.D'ovidio@montgomerycountymd.gov]  
**Sent:** Wednesday, December 15, 2010 3:10 PM  
**To:** Marc Zifcak

Dear President Zifcak:

We have reviewed the FOP's proposal on the temporary transfer program for the Silver Spring District. It is the Department's position that temporary assignments are already agreed to in the collective bargaining agreement under Article 12 Seniority, Article 15 Hours and Working Conditions, Section P. *Assignments to Temporary Units and Temporary Assignments*, Article 25 Transfers, and the Department Directive 325 Position Vacancies and Transfers. Therefore, the Department does not have an interest at this time in entering into a separate MOU for one district station. However, if the FOP has an interest in pursuing this matter, this could be brought up at term bargaining. Feel free to call me or e-mail me this if you would like to discuss further. Thanks Steve

**Marc Zifcak**

---

**From:** D'Ovidio, Steve [Steve.D'ovidio@montgomerycountymd.gov]  
**Sent:** Friday, January 14, 2011 10:08 AM  
**To:** Marc Zifcak  
**Subject:** RE: Silver Spring Transfers

Can you call me to discuss some concerns I have about this agreement? 240-876-1879. Thanks Steve

-----Original Message-----

**From:** Marc Zifcak [<mailto:president@foplodge35.com>]  
**Sent:** Friday, January 14, 2011 9:49 AM  
**To:** D'Ovidio, Steve  
**Cc:** [tcooke35@verizon.net](mailto:tcooke35@verizon.net); [fop35mail@aol.com](mailto:fop35mail@aol.com); [danabrown242@verizon.net](mailto:danabrown242@verizon.net)  
**Subject:** Silver Spring Transfers

Steve,

Despite the absence of any agreement, unit members are being sent transfer notices for assignment to Silver Spring. I thought the employer wanted to discuss this further.

The FOP is willing to agree to the program as proposed and it is the Employer currently withholding signatures. Why will you not agree to your own proposal.

FOP Lodge 35 is the exclusive representative of all police officer candidates, PO1s, PO2s, PO3s, MPOs and Sgts. We have sent you an agreement. We are waiting for your response. What are you going to do?

Marc

*Connected by DROID on Verizon Wireless*

## Marc Zifcak

---

**From:** D'Ovidio, Steve [Steve.D'ovidio@montgomerycountymd.gov]  
**Sent:** Tuesday, March 01, 2011 4:00 PM  
**To:** Marc Zifcak  
**Subject:** RE: 3D Temp  
**Attachments:** 3D temp aggrement FOP version final.doc

Marc, I added one sentence to the end. If that's ok we have an agreement. Let me know then you can send me a signed copy and I will have it signed and send back to you. Is this ok? Steve

-----Original Message-----

**From:** Marc Zifcak [<mailto:president@foplodge35.com>]  
**Sent:** Tuesday, March 01, 2011 2:23 PM  
**To:** D'Ovidio, Steve  
**Cc:** fop35mail@aol.com; Lacy, George  
**Subject:** RE: 3D Temp

Steve,

I've attached what I hope will be the agreed final draft.

We agree in principle to all points, it is just hammering out the language.

In regards to stripping a shift, we understand that if a shift's complement is adversely affected by utilizing seniority to determine who on that shift goes on a temporary assignment to Bethesda, the Employer wants to delay the subsequent temporary transfer and "stagger" those temps to avoid the adverse impact. We agree to that, and offer the language consistent with that idea.

In regards to officers already on a temporary assignment, if someone is already on a temporary assignment we can agree that they are not eligible for this program, or if they participate, they must forgo the current temporary assignment. But this must be consistent for all similarly situated employee.

To avoid disputes over the term "recently," we suggest that anyone who has had a temp within the past six months not receive a temporary under this program over anyone who has not had a temp within the past six months.

In regards to precedent, the precedent was set in 1982. We understand your position and that by agreeing to this you are not waiving your position. Neither are we.

I think we're there.

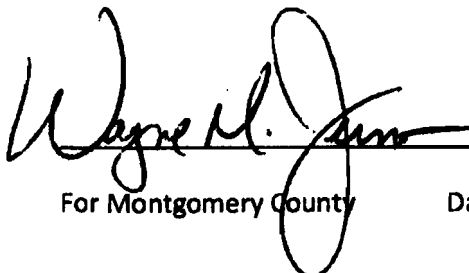
Marc

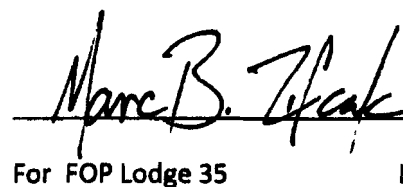
Marc Zifcak  
Fraternal Order of Police  
Montgomery County Lodge 35

**MEMORANDUM OF AGREEMENT**

Due to the reduction in the complement of officers in the Third District - Silver Spring, additional officers are needed to maintain officer safety and service to the community. This agreement governs the Silver Spring/Third District Voluntary Temporary Transfer Program. The purpose of the program is to augment the Silver Spring District complement of officers voluntarily, by offering an opportunity for officers assigned elsewhere in the County a temporary assignment in Silver Spring as a patrol officer. The Silver Spring/Third District voluntary temporary transfer program will be administered in the following manner:

- Interested officers shall send an email or memorandum of interest to the FSB Administrative Lieutenant- [Darren.francke@montgomerycountymd.gov](mailto:Darren.francke@montgomerycountymd.gov).
- The initial suspense date is 1500 hrs on Wednesday 12/8/2010. The employer may publish requests for applicants in the future and shall provide a minimum of ten (10) days for employees to respond.
- A list will be compiled by seniority in accordance with Article 12 of all officers volunteering. If more officers volunteer than available positions, assignments will be made by seniority. In the event volunteer assignments by seniority results in a shift complement being impacted by more than one transfer, the Employer will stagger these voluntary assignments during the course of this program. The Employer will also consider volunteer officers currently in a temporary assignment, or officers who have completed a temporary assignment within the past 6 months outside of the seniority list. Officers volunteering after the initial suspense date will be placed on the list by seniority after the last officer on the list compiled from the initial solicitation.
- Any voluntary transfer under this program is temporary and shall be no fewer than 4 weeks and no greater than 6 months in duration. The length of commitment is at the discretion of the volunteering officer. The length of initial assignment shall be set and made known to participating officers before any assignment begins. Once the officer reaches the end of the initial assignment, s/he may, at her/his option, either end their temporary or extend it for an agreed upon period of time.
- Upon completion of any temporary assignment under this agreement, the officer will return to the assignment from which they were transferred. Officers will not forfeit or otherwise lose their original assignment by participating in this program.
- By volunteering for this program, employees are not waiving any rights under the Collective Bargaining Agreement.
- In entering into this agreement, neither party waives any rights.
- This agreement shall expire June 30, 2012.

 03/25/11  
For Montgomery County      Date

 3/4/11  
For FOP Lodge 35      Date

**MONTGOMERY COUNTY COUNCIL PUBLIC HEARING JULY 12, 2011**

**Testimony of J. Thomas Manger, Chief of Police**

**Transcribed by:**

**Robin C. Comotto, Notary Public**

J. THOMAS MANGER: We put a memo out asking for volunteers to transfer to Silver Spring, temporarily, to assist in our crime fighting efforts. In the memo that we put out, we advised that any volunteer would be able to return to his or her current assignment, at the conclusion their temporary assignment, in 3D.

We did get several volunteers and the FOP insisted that we have a written agreement on this voluntary transfer. And, certainly, transferring employees is absolutely a management right. By the time we reached an agreement on this, the temporary assignment in 3D was pretty much over. In fact, I think there was just one officer left in 3D. Everybody else had actually done their assignment and had returned back to their original assignments.