



Montgomery County Lodge 35, Inc.

18512 Office Park Drive
Montgomery Village, MD 20886

Phone: (301) 948-4286

Fax: (301) 590-0317

Taxpayers Fund Smear Campaign against Police Collective Bargaining

"Shame on you, Ike Leggett!"

After spending over a quarter million dollars in taxpayer money in a vain attempt to prevent the issue of police collective bargaining from going to Montgomery County voters, Montgomery County Executive Ike Leggett has committed more taxpayer money and taxpayer funded resources to launch an attack on police officers' collective bargaining rights. Ike Leggett is intentionally deceiving voters on the issue of Question B. Leggett's lies do not stand in light of facts and history.

<i>Leggett claim</i>	<i>Truth</i>
<i>"Under "effects bargaining," Police Chief Tom Manger has to bargain <u>everything</u> about running his department with Police Union leaders."</i>	<p>This is a bald-face lie. In fact, 95% of all police department operations are not subject to ANY bargaining. Under existing law, the County must bargain over ONLY the effect on employees of an exercise of a management right. Most management decisions do not have an effect. Without triggering effects bargaining FOP members in Montgomery County have been able to effectively perform their jobs, including:</p> <ul style="list-style-type: none">• Responding to the Beltway sniper• Responding to Discovery Channel bomber• Relocating MCP Headquarters and Rockville District Station.• The investigation of 62,944 crimes reported in 2010• The investigation of 58,081 crimes reported in 2011, realizing a 7.7% reduction in crime from the previous year.
<i>"That includes the distribution of critical police equipment,..."</i>	<p>Critical police equipment is not an effects issue. The law as it is provides that when there is a significant effect on the safety of the public, the employer may implement before resolving effects bargaining. The police department has never had to do so. Agreement has always been reached.</p>

<p><i>“the redeployment of officers to crime hot spots,...”</i></p>	<p>Effects bargaining has never delayed or obstructed the deployment of officers. In 2011 the FOP cooperated with and agreed to a police department program to temporarily assign additional officer to Silver Spring. Issues were resolved after the program was successfully completed. [See <i>Attachment A</i>]</p>
<p><i>“...and even the revised policy on “Use of Force” – important to protecting the public and officers alike – which was sent to the Police Union for their “approval” on June 27, 2008.”</i></p>	<p>This is an attempt to confuse the issue. It is individual officers who make life and death decisions under strict guidelines set forth by the US Supreme Court and the Maryland Court of Appeals. Under the law “Use of Force” is not an effects issue. In 2008, the FOP agreed to address the issue outside of the provisions of the law even though the FOP could have waited. During the following two years the FOP offered to deal with the issue in contract negotiations. The County declined both times. The FOP has agreed to three versions of the policy already, which the police department keeps changing. [See <i>Attachment B</i>]</p>
<p><i>“In all, 15 Police Department policies are awaiting union leaders' “approval” – 12 of them for over two years. Under effects bargaining, police officers still don’t have to sign their time cards.”</i></p>	<p>The FOP has responded to every policy submission made by the police department. Police Chief Tom Manger confirms this in a letter. Since 2008, the FOP has repeatedly asked the County for outstanding issues for resolution and never received a response. [See <i>Attachment C</i>]</p> <p>By agreement, if the FOP fails to respond to a proposed change in policy, “such failure to respond shall indicate agreement by the FOP .” In the event the County and FOP are unable to agree on the categorization of a directive, the matter may be resolved in accordance to the provisions of the Police Labor Relations Act (PLRA). This process, which could be triggered by the police department at any time, would force the resolution of any dispute within 50 days. The County has never used this provision of the law.[See <i>attachment D</i>]</p> <p>Until the recent transition to a computer based time keeping system, police officers completed and signed a biweekly timesheet. The computer system has made the time sheet obsolete. There are currently no time cards for police officers.</p>

<p><i>The Police Chief could not even require that police officers have County email accounts – or check their email. It took <u>months</u> to negotiate that.</i></p>	<p>Police Chief Tom Manger never communicated any concern about police officers checking email to the FOP prior to the repeal of effects bargaining. He never proposed any policy requiring that officers check email until December 13, 2011. An agreement was signed on January 20, 2012. The entire exchange, which occurred during the bargaining of other proposals, took 37 days. [See Attachment E]</p>
<p><i>No other Police Union in the entire State has “effects bargaining”. Neither does any other County union have it in their contract.</i></p>	<p>Every union employee in the private sector who lives in Montgomery County has the right to bargain the effects and impact of the implementation of management right. All federal employees bargain over similar conditions of employment. Other Montgomery County union employees bargain the effects of management rights. Police officers should not have fewer rights than the community they serve. [See Attachment F]</p>
<p><i>A “FOR” vote on Question B is a vote that lets the Police Chief run the department in the most efficient and productive way and still protects the full range of collective bargaining enjoyed by all other Police unions across the State and all other County unions.</i></p>	<p>Question B is NOT A STEP FORWARD but is a step back. It is the REPEAL of rights granted to the police officers who actually do the job by Montgomery County voters over 30 years ago. This change has been advanced by a police chief who retired from a right-to-work Virginia police department.</p>
<p><i>An “AGAINST” vote preserves Union leaders’ power over the ability of the Police Chief to run the Police Department, impairing the effective and productive running of the Police Department in its mission to protect County residents’ lives and property and to protect police officers.</i></p>	<p>A vote “AGAINST” Question B is a vote to preserve a 30 year law that has protected police officers from the adverse impact of operational decisions, and to allow management to make those decisions.</p> <p>A vote “AGAINST” Question B is a vote to preserve the rights of management to manage, but to include those effected in dealing with the impact.</p> <p>A vote “AGAINST” Question B is a vote to support the police officers who respond to your home when you call for help. It isn’t the police chief risking his life at 2:00 a.m. while his children are at home, yet he has a Montgomery County salary of \$216,000, while drawing a Fairfax public pension of well over \$100,000 with health care.</p>

The only thing this Ike Legget has right is that the ***County Council and the County Executive unanimously repealed “effects bargaining.”*** Not one of them has worked as police officers. They do not know the job. Police officers know the job, police officers do the job and police officers deserve the right to collectively bargain to the same extent as the union members in the community they serve. It was FOP members in Montgomery who responded to the Beltway Sniper, crippling storms and extreme weather. It is FOP members who investigate crime and work 24/7. This is an attack on collective bargaining, and an attack on working police officers. Please back up your police officers – Vote NO on Question B.

Attachment

A

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; fop35mail@aol.com; 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 agreement 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.

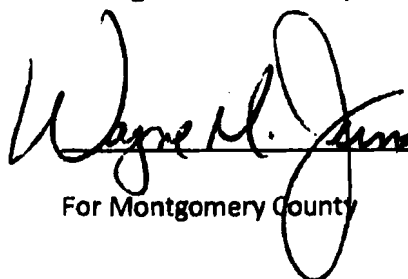
Marc

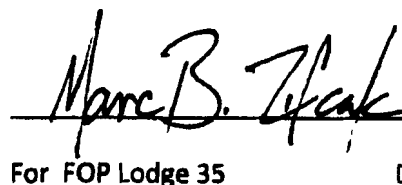
Marc Zifcak
Fraternal Order of Police
Montgomery County Lodge 35

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.
- 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.

Attachment

B



Montgomery County Lodge 35, Inc.

18512 Office Park Drive
Montgomery Village, MD 20886

Phone: (301) 948-4286

Fax: (301) 590-0317

RECEIVED

JUL 7 2008

MONTGOMERY LODGE 35 FOP
1091

RECEIVED

JUL 7 2008

MONTGOMERY LODGE 35 FOP

July 7, 2008

Captain Diane M. McCarthy
Policy and Planning Division
Montgomery County Department of Police
2350 Research Boulevard
Rockville, Maryland 20850

Dear Diane:

FOP 35 does not agree with the Employer's categorization.

FOP 35 has received a draft of Function Code 131, Use of Force, and disagrees with the categorization applied by the Employer. Matters affecting the health and safety of employees are a mandatory subject of bargaining. (PLRA 33-75, *et seq.*)

Sincerely,

Jane A. Milne
Secretary

This response is not a waiver of any rights or future positions.



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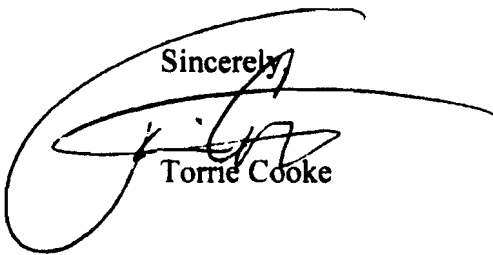
July 21, 2008

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

Dear George:

The police department recently sent the FOP draft proposed changes to Departmental Directive FC 131 Use of Force. Although FOP 35 and the County are in disagreement over the categorization of this issue, it remains an important issue. Resolution should not unnecessarily be delayed. We are available to meet and discuss this with the county's designated representative.

Sincerely,



Torrie Cooke

Michael Willis

From: tcooke35@verizon.net
Sent: Monday, August 10, 2009 1:55 PM
To: Anderson, David
Cc: Mike Willis; Marc Z
Subject: Re: FC 131

That is fine.

Sent from my Verizon Wireless BlackBerry

From: "Anderson, David"
Date: Mon, 10 Aug 2009 13:50:36 -0400
To: tcooke<tcooke35@verizon.net>
Subject: FC 131

Torrie,

I am following up on our brief conversation last week regarding FC 131. The Department has more work to do on revisions to the FC so I need to postpone our meeting that we tentatively set for Thursday.

Take care-Dave

***Lieutenant David Anderson
Montgomery County Police Department
Legal and Labor Relations
240 773-5003 desk
240 876-8019 cell***

tcooke

From: wbader35@aol.com
Sent: Monday, October 11, 2010 5:06 PM
To: Torrie Cooke; 'Marc Zifcak'
Subject: Re: FC 131

Was that the last time we hear from them on this? (2009!)

Sent from my Verizon Wireless BlackBerry

From: "tcooke" <tcooke35@verizon.net>
Date: Mon, 11 Oct 2010 16:59:49 -0400
To: 'Marc Zifcak' <president@foplodge35.com>; <wbader35@aol.com>
Subject: FW: FC 131

From: Anderson, David [<mailto:David.Anderson@montgomerycountymd.gov>]
Sent: Monday, August 10, 2009 1:51 PM
To: tcooke
Cc: Lacy, George; LaRocca, Jacqueline
Subject: FC 131

Torrie,
I am following up on our brief conversation last week regarding FC 131. The Department has more work to do on revisions to the FC so I need to postpone our meeting that we tentatively set for Thursday.

Take care-Dave

***Lieutenant David Anderson
Montgomery County Police Department
Legal and Labor Relations
240 773-5003 desk
240 876-8019 cell***

Michael Willis

From: D'Ovidio, Steve [Steve.D'ovidio@montgomerycountymd.gov]
Sent: Monday, November 15, 2010 11:21 AM
To: rockvillesteward@yahoo.com
Cc: Cole, Bruce
Attachments: Directives at the FOP.htm

Mike here is the list. Disregard FC 131 we are currently working on a new one and should have that to you soon. Thanks
Steve

From: Cole, Bruce

Sent: Thursday, October 07, 2010 2:05 PM

To: Pierce, Terrence

Cc: Manger, Tom; D'Ovidio, Steve; Anderson, David; Lacy, George; Yamada, Marc

Subject: Directives at the FOP

Captain,

Here is the list of directives that are at the FOP.

Directive	Date sent to FOP
131 Use of Force	06//27/08
390 Equipment Turn In	10/07/08
305 Firearms and Accessories	10/18/08
414 Clothing Allowance	11/11/08
380 Restricted Duty	07/24/09
711 Raids	10/20/09
712 Search Warrants	10/20/09
1121 Interpreters/Language Services	09/08/09
425 Mobile Video System	01/13/10
343 Field Training and Evaluation Program	02/01/10
341 Training Selection Committee Procedures for Requesting Travel	06/08/10
950 Emergency Response Team/Other High Risk Incidents	06/16/10

Officer Bruce Cole
 Policy and Planning Division
 Montgomery County Police Department
 2350 Research Boulevard, Rockville, Maryland 20850
 240-773-5017

From: Cole, Bruce

Sent: Thursday, October 07, 2010 2:05 PM

To: Pierce, Terrence

Cc: Manger, Tom; D'Ovidio, Steve; Anderson, David; Lacy, George; Yamada, Marc

Subject: Directives at the FOP

Captain,

Here is the list of directives that are at the FOP.

Directive	Date sent to FOP	FOP Responses Sent
131 Use of Force	06//27/08	Delayed pending MCPD Draft
390 Equipment Turn In	10/07/08	10/07/2008
305 Firearms and Accessories	10/18/08	10/10/2008
414 Clothing Allowance	11/11/08	5/27/2009
380 Restricted Duty	07/24/09	7/24/2009
711 Raids	10/20/09	10/20/2009
712 Search Warrants	10/20/09	10/20/2009
1121 Interpreters/Language Services	09/08/09	10/12/2009 & 11/11/2009 & 12/20/2009
425 Mobile Video System	01/13/10	1/14/2010
343 Field Training and Evaluation Program	02/01/10	2/9/2010
341 Training Selection Committee Procedures for Requesting Travel	06/08/10	Responded back on June 18 th with request for MCP form. No category dispute, no response required.
950 Emergency Response Team/Other High Risk Incidents	06/16/10	6/27/2010

Officer Bruce Cole
Policy and Planning Division
Montgomery County Police Department
2350 Research Boulevard, Rockville, Maryland 20850
240-773-5017

Michael Willis

From: Nicole Frasca [nicole.frasca@yahoo.com]
Sent: Tuesday, February 22, 2011 12:31 PM
To: mzifcak@verizon.net; danabrown242@verizon.net; Tcooke35@verizon.net
Cc: Jane Milne; Nicole Frasca; Mike Willis
Subject: IMPORTANT - Article 61 - 10 Day Follow Up
Attachments: ATT01373.eml (806 KB); FC 131 letter.dat; FC 131.Use of Force.fop 02-09-11.doc; FC131.Use of Force.05-11-98.AFK.doc

All-

10 business days from Feb 14th, is this FRIDAY.

Please let me know if this requires anymore reminders from me.

Thanks,
Nicole

----- Forwarded Message -----

From: "FOP35Mail@aol.com" <FOP35Mail@aol.com>
To: NFrasca@foplodge35.com
Sent: Tue, February 22, 2011 12:13:40 PM
Subject: Fwd: (no subject)

Note: Forwarded message is attached.

In a message dated 2/14/2011 2:30:40 P.M. Eastern Standard Time, Terrence.Pierce@montgomerycountymd.gov writes:

Jane,

Attached is a copy of draft directive FC 131, dealing with use of force, the memo, and the current version.
Please let me know if you have any questions.

Thanks,

Terry

Captain Terrence Pierce
Executive Officer to the Chief of Police

Montgomery County Police

240-773-5026



18512 Office Park Drive
Montgomery Village, MD 20886

Phone: (301) 948-4286

Fax: (301) 590-0317

February 22, 2011

Captain Terry Pierce
Policy and Planning Division
Montgomery County Department of Police
2350 Research Boulevard
Rockville, Maryland 20850

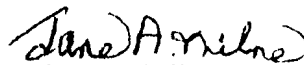
Dear Terry:

FOP 35 does not agree with the Employer's categorization.

FOP 35 has received a draft of Function Code 131, Use of Force, and disagrees with the categorization applied by the Employer. Matters affecting the health and safety of employees are a mandatory subject of bargaining. (PLRA 33-75, *et seq.*)

Although FOP 35 and the County are in disagreement over the categorization of this issue, it remains an important issue. Resolution should not be unnecessarily delayed. We are available to meet and discuss this with the County's designated representative.

Sincerely,


Jane A. Milne
Secretary

This response is not a waiver of any rights or future positions.

Michael Willis

From: Michael Willis [rockvillesteward@yahoo.com]
Sent: Tuesday, July 05, 2011 8:30 AM
To: Walt Bader; fop35mail@aol.com; Michael Willis; Marc Zifcak
Subject: Fwd: Directives at the FOP

*Terry's response to request for FOPs on 411
New no response on 3 other FOPs
on FC3*

I have contacted Terry and proposed a meeting on FC414 (clothing allowance) at his earliest convenience. Will let you know when he calls to set the meeting.

Told him it was the county obligation to indicate why they believe we are incorrect in the classification not us. In reference to 414 I advised him that there were many sections of the policy which directly conflicted with the CBA and that any policy they put out must comply with all parts of the CBA as we were not in a position to bargain a change to Article 6 at this time.

Mike

--- On Wed, 6/29/11, fop35mail@aol.com <fop35mail@aol.com> wrote:

From: fop35mail@aol.com <fop35mail@aol.com>
Subject: Fwd: Directives at the FOP
To: mzifcak@verizon.net, tcooke35@verizon.net, rockvillesteward@yahoo.com
Date: Wednesday, June 29, 2011, 2:42 PM

Please advise as to what I should respond with.

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

From: Pierce, Terrence <Terrence.Pierce@montgomerycountymd.gov>
To: fop35mail@aol.com
Cc: D'Ovidio, Steve <Steve.D'Ovidio@montgomerycountymd.gov>; Lacy, George <George.Lacy@montgomerycountymd.gov>; Davis, Betsy <Betsy.Davis@montgomerycountymd.gov>
Sent: Wed, Jun 29, 2011 1:33 pm
Subject: Directives at the FOP

Jane,
I have listed the directives we have sent over to the FOP. Although you have responded that you disagree with the categorization under Art. 61 you have not informed us if you wish to bargain these directives. If you do wish to bargain any/all of these directives please let us know which directive you want to bargain and what issues in each directive you want to bargain. I know we both want to move forward.

Thanks,
Terry

Captain Terrence Pierce
Executive Officer to the Chief of Police
Montgomery County Police
240-773-5026

Directive	Date sent to FOP
131	06/27/08
390	10/07/08

305	10/18/08
414	11/11/08
380	07/24/09
711	10/20/09
712	10/20/09
1121	09/08/09
425	01/13/10
343	02/01/10

Michael Willis

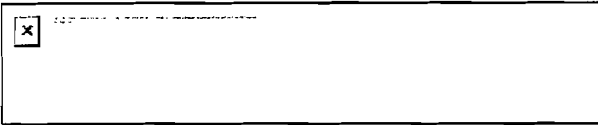
From: D'Ovidio, Steve [Steve.D'ovidio@montgomerycountymd.gov]
Sent: Monday, July 11, 2011 10:30 AM
To: Michael Willis; tcooke; Gillespie, David; staffb2@verizon.net
Subject: Use of Force

Gentleman, unfortunately I have to cancel our meeting for today regarding Use of Force. I will send some dates and times for next week or the week after next. Thanks Steve

Michael Willis

From: D'Ovidio, Steve [Steve.D'ovidio@montgomerycountymd.gov]
Sent: Wednesday, November 30, 2011 12:00 PM
To: Michael Willis; tcooke; FOP35Mail@aol.com; staffb2@verizon.net
Subject: FW: fc 131
Attachments: FC 131 Use of Force 11-30-11.pdf

Gentleman, here is the final version of FC 131. Please review and let me know if you see any differences. I don't believe that policy and planning made any but I want to make sure. Thanks Steve



Michael Willis

From: Lanham, Laura [Laura.Lanham@montgomerycountymd.gov]
Sent: Friday, June 08, 2012 4:11 PM
To: Mike Willis
Cc: fop35mail@aol.com; tcooke; D'Ovidio, Steve; Gillespie, David
Subject: UOF FC 131
Attachments: FC 131 UOF Draft County 6-5-12.doc; Needwood.pdf

Mike,

Sorry this took longer than I expected. Have a good weekend.

Laura

Lieutenant Laura Lanham
Montgomery County Police
Legal and Labor Relations
2350 Research Blvd
Rockville, MD 20850
240-773-5003

Michael Willis

From: rockvillesteward@yahoo.com
Sent: Monday, May 14, 2012 3:17 PM
To: Lanham, Laura
Cc: OFFICE; Willis Mike
Subject: Re: Use of Force

Laura,
What authority is the county citing for the refusal to issue a retired I'd card?

Mike
Sent from my Verizon Wireless BlackBerry

From: "Lanham, Laura" <Laura.Lanham@montgomerycountymd.gov>
Date: Mon, 14 May 2012 15:13:26 -0400
To: Michael Willis<rockvillesteward@yahoo.com>
Subject: RE: Use of Force

Mike,

The department is declining to issue [REDACTED] an ID card.

FC 131 is still under review. I will get it to you as soon as possible.

← FC 131

Thanks,
Laura

Lieutenant Laura Lanham
Montgomery County Police
Legal and Labor Relations
2350 Research Blvd
Rockville, MD 20850
240-773-5003

From: Michael Willis [mailto:rockvillesteward@yahoo.com]
Sent: Monday, May 14, 2012 10:19 AM
To: Lanham, Laura
Subject: Use of Force

Laura,
Any word on status of 131?

Also any word on [REDACTED]

Thanks Mike

Michael Willis

From: Lanham, Laura [Laura.Lanham@montgomerycountymd.gov]
Sent: Thursday, May 17, 2012 1:41 PM
To: Mike Willis
Subject: Id Card/UOF

Mike,

In reference to the Id card. The Department made a decision based on Management's right to run the Department which includes our right to determine the services rendered and the operations to be performed.

In reference to UOF it is taking longer than I anticipated. The removal of some of the language with the FOPs last proposal has initiated the need for more review. I will get it to you as soon as I can.

I asked LaTisha Lyons about the pay stub you asked for the clothing allowance review but she does not have it yet.

Thanks,
Laura

Lieutenant Laura Lanham
Montgomery County Police
Legal and Labor Relations
2350 Research Blvd
Rockville, MD 20850
240-773-5003

From: Mike Willis [<mailto:rockvillesteward@yahoo.com>]
Sent: Monday, May 14, 2012 4:46 PM
To: Lanham, Laura
Cc: OFFICE; Willis Michael
Subject: Re: Use of Force

Laura,

It was obvious from prior email that the dept had decided not to issue the card. My question was who made the decision and under what authority, rule, regulation, policy or procedure were they relying.

Mike
Sent from my iPhone

On May 14, 2012, at 3:44 PM, "Lanham, Laura" <Laura.Lanham@montgomerycountymd.gov> wrote:

Mike,

The decision has been made that the department isn't going to issue him an ID card. The FOP can proceed as it feels is appropriate.

Laura

Lieutenant Laura Lanham
Montgomery County Police

Michael Willis

From: Michael Willis [rockvillesteward@yahoo.com]
Sent: Thursday, June 14, 2012 12:18 PM
To: 'Lanham, Laura'
Cc: 'fop35mail@aol.com'; 'tcooke'; 'D'Ovidio, Steve'; 'Gillespie, David'; 'rockvillesteward@yahoo.com'
Subject: RE: UOF FC 131

Laura,

It is the county that is seeking a change and who has the burden of persuading us to agree to any change. We were not interested in a change but agreed to meet with you midterm to hear your concerns related to a mandatory subject of bargaining.

You have proposed language which requires the waiving of basic rights of our members. We will not and cannot bargain away member's statutory and constitutional rights.

In an effort to address your concerns we took language produced by the department, totally unedited, and placed it in the document. You now choose to reject your own language. The last submission by the FOP is our last best offer to resolve your desire for a change.

Thanks Mike

From: Lanham, Laura [mailto:Laura.Lanham@montgomerycountymd.gov]
Sent: Friday, June 08, 2012 4:11 PM
To: Mike Willis
Cc: fop35mail@aol.com; tcooke; D'Ovidio, Steve; Gillespie, David
Subject: UOF FC 131

Mike,

Sorry this took longer than I expected. Have a good weekend.

Laura

Lieutenant Laura Lanham
Montgomery County Police
Legal and Labor Relations
2350 Research Blvd
Rockville, MD 20850
240-773-5003

Attachment C



DEPARTMENT OF POLICE

Chief Eggett
Chief of Police

Thomas Manger
Chief of Police

June 15, 2011

Martha L. Handman, Attorney at Law
17604 Parkridge Drive
Gaithersburg, Maryland 20878

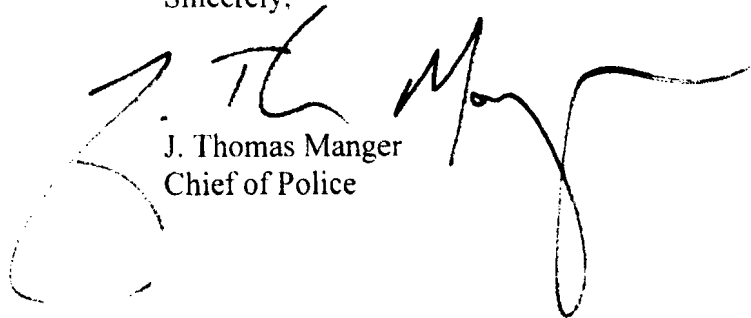
Dear Ms. Handman:

Thank you for your letter identifying possible untruthful statements by a member of this department. The Organizational Reform Commission's report does state: *The FOP has recently delayed the implementation of all directives by refusing to respond to them.* This statement was not reflected within a quotation nor was it attributed to anyone. The basis for our meeting with the ORC was solely to discuss the possible reorganization of the M-NCCPC Park Police and the Montgomery County Police Department. I did not, nor did any member of my staff, discuss FOP Lodge 35 or any issues regarding directives during our testimony with the ORC.

If a comment were made to the ORC by any member of this Department in respect to FOP Lodge 35, it was not made during any meeting with the ORC and my staff. To be clear, FOP Lodge 35 has, to date, never failed to respond to any directive sent to them for review.

Again, thanks for bringing this matter to my attention. I look forward to working with FOP Lodge 35 on issues related to keeping our officers and community safe.

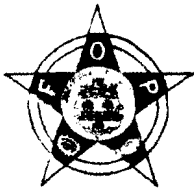
Sincerely,


J. Thomas Manger
Chief of Police

JTM:mam

Office of the Chief of Police

2350 Research Boulevard • Rockville, Maryland 20850 • 240.773.5000 • 301.762.7019 (TTS)
www.montgomerycountymd.gov



Montgomery County Lodge 35, Inc.

18512 Office Park Drive
Montgomery Village, MD 20886

Phone: (301) 948-4286

Fax: (301) 590-0317

March 21, 2008

Joseph Adler
Director
Office of Human Resources
Montgomery County Executive Office Building
101 Monroe Street, 7th Floor
Rockville, Maryland 20850

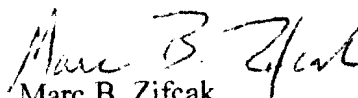
Dear Joe:

In the interest of identifying and promptly resolving outstanding matters, excluding PLP charges and grievances in progress between the union and employer, please provide any and all unresolved issues the county believes should be processed, or desires to be processed, with Lodge 35.

This is a good faith request to resolve all unresolved issues, and we desire to identify all of them. In the event there are any proposals in our court, it would be helpful if you would provide as much information on them as possible.

Your prompt attention to this matter will be greatly appreciated.

Sincerely,


Marc B. Zifcak
President



Montgomery County Lodge 35, Inc.

18512 Office Park Drive
Montgomery Village, MD 20886

Phone: (301) 948-4286

Fax: (301) 590-0317

April 18, 2008

Joseph Adler
Director
Montgomery County Office of Human Resources
101 Monroe Street, 7th Floor
Rockville, Maryland 20850

Dear Joe:

Thank you for your April 4, 2008 response to our request for outstanding issues. Please note the following regarding your list:

Mobile AFIS - Mobile AFIS has been resolved and an agreement signed. Our concern had been an officer's exposure to liability for potential violations of citizens' civil rights associated with use of the technology.

E-Citation - this was the first that we heard of this issue. Please forward us a proposal so we may promptly respond. We first heard from MCP on April 15, 2008, and responded to that e-mail on April 16. We understand that Humphries is the employer's designee.

Canine schedule bargaining - This is ninety percent resolved and involves leave, leave buffers, and hours of work.

Packet Writer negotiations - If you have declared us at impasse on this issue, you have not provided prior notice. For a very long time, we have been asking the county to discuss this. If there has been substantive discourse on this issue, please provide the dates. Our record provides that we have been asking to talk about this since May of last year. This is the county's initiative, not ours. Before we mediate we should engage in *bona fide* dialogue in an attempt to come to an agreement.

Rifle sights bargaining - We do not agree that this is effects bargaining. It is an officer safety issue. Since the February 6, 2008 distribution of the Joint Health and Safety Committee recommendation, there has been no response from the county. The county has made no proposal to accept, reject, or amend the Committee recommendation. Please let us know your position on that recommendation.

Holsters agreement – There is nothing more clearly a safety issue than whether an officer can get a firearm out of the issued holster. This is not effects bargaining. This Safety Committee recommendation was agreed to by both parties at the January 16, 2008 Labor Management Relations Committee meeting and was to be drafted by police management. If that had changed, why were we not informed?

Cruiser accident study funded by risk management – This is a safety committee issue.

Technology subcommittee LMRC – Our representatives on the subcommittee are Dana Brown, Matthew Frasca and Dana Way. Please contact Matthew Frasca for further questions at (301) 948-4286.

Replacement Vests – This is a safety committee issue. This is also the first we have heard of it.

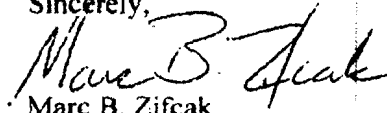
Motor Britches – This is an ongoing safety committee issue.

Directive process – We are unaware of any procedure for making negotiability determinations. Ninety-five percent of all directives are of no bargaining interest to us. We have a new provision that took effect on July 1, 2007 which was designed to address directives in a timely manner. Are you claiming either party is in violation of that provision? Please inform us as to: How many are outstanding? What are they?

You have failed to mention over thirty grievances awaiting arbitration for which the county has failed to assign counsel and get them heard. Despite its obligation, the county consistently drags its feet in moving grievances along. You should be working with us to get them moving.

We are disappointed at the factual inaccuracy of your response.

Sincerely,

A handwritten signature in dark ink, appearing to read "Marc B. Zifcak". The signature is fluid and cursive, with the first name "Marc" and last name "Zifcak" clearly distinguishable.

Marc B. Zifcak
President



Montgomery County Lodge 35, Inc.

18512 Office Park Drive
Montgomery Village, MD 20886

Phone: (301) 948-4286

Fax: (301) 590-0317

September 10, 2008

Joseph Adler
Director
Office of Human Resources
Montgomery County Executive Office Building
101 Monroe Street, 7th Floor
Rockville, Maryland 20850

Dear Joe:

On March 20, 2008, in the interest of identifying and promptly resolving outstanding matters, excluding PLP charges and grievances in progress between the union and employer, Fraternal Order of Police, Montgomery County Lodge 35 requested that the employer provide any and all unresolved issues the county believed should be processed or desired to be processed with Lodge 35. This was a good faith request to resolve all outstanding issues. We received your response on April 4, 2008, and have responded to the matters included in that letter.

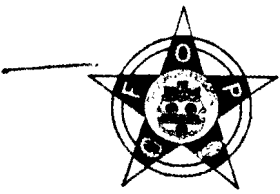
Again we request from the county any and all outstanding issues and any matter the employer seeks to address which is subject to bargaining, including effects.

We also ask you to identify all, if any, problems or concerns on the part of management regarding bargaining, including effects bargaining, Article 61 issues or any other unresolved matters. If there are any, we would like to identify them, address them and ensure that this process is working. We desire to identify all unresolved issues. In the event there are any issues or problems, it would be helpful if you would provide as much information on them as possible.

Your prompt attention to this matter will be greatly appreciated.

Sincerely,

Marc B. Zifcak
President



Montgomery County Lodge 35, Inc.

18512 Office Park Drive
Montgomery Village, MD 20886

Phone: (301) 948-4286

Fax: (301) 590-0317

June 4, 2009

Joseph Adler
Director
Office of Human Resources
Montgomery County Government
101 Monroe Street, 7th Floor
Rockville, Maryland 20850

Dear Joe:

In the interest of identifying and promptly resolving outstanding matters, excluding PLP charges and grievances in progress, between the union and employer, please provide any and all unresolved issues the county believes should be processed or desires to be processed with Lodge 35.

This is a good faith request to resolve all unresolved issues. We desire to identify all unresolved issues. In the event there are any proposals in our court, it would be helpful if you would provide as much information on them as possible.

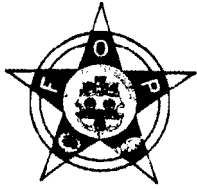
Your prompt attention to this matter will be greatly appreciated.

Sincerely,

Marc B. Zifcak

Marc B. Zifcak

President



Montgomery County Lodge 35, Inc.

18512 Office Park Drive
Montgomery Village, MD 20886

Phone: (301) 948-4286
Fax: (301) 590-0317

June 10, 2009

Joseph Adler
Director
Montgomery County Office of Human Resources
101 Monroe Street, 7th Floor
Rockville, Maryland 20850

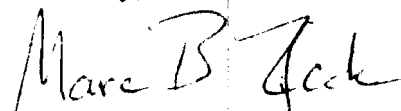
Dear Joe:

It is our understanding that police management is currently claiming there is a "backlog" of issues under Article 61. Two years ago, the police department blamed its own mismanagement and failure to comply with the requirements of the contract on the FOP during the CALEA inspections. At term bargaining in 2006 the parties addressed mutual concerns in adopting changes to Article 61 language in the current agreement.

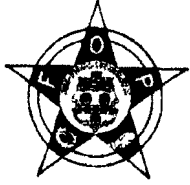
The police department has had two years since then to get its act together. We have documented the communications between the union and the employer in regard to these issues. If there is any blame to be placed, it is on the police department for not responding to our frequent inquiries to resolve these issues. We will share these documents should it be necessary.

Police management cannot insist on ignoring their obligations under the Police Labor Relations Article and disregarding the agreed procedures in the Collective Bargaining Agreement then blame the union for hampering their ability implement policy.

Sincerely,


Marc B. Zifcak

cc: Tom Manger



Montgomery County Lodge 35, Inc.

18512 Office Park Drive
Montgomery Village, MD 20886

Phone: (301) 948-4286

Fax: (301) 590-0317

September 25, 2009

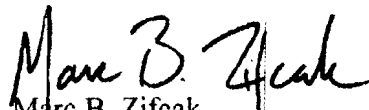
Joseph Adler
Director
Montgomery County Office of Human Resources
101 Monroe Street, 7th Floor
Rockville, Maryland 20850

Dear Joe:

We have not received a response from you regarding our June 4, 2009 request to identify, and attempt to promptly resolve, outstanding matters, excluding PLP charges and grievances in progress, between the union and employer. We are still awaiting any and all unresolved issues the county believes should be processed, or desires to be processed with Lodge 35, to include any policy and planning issues in the police department the employer wishes to address.

Again, this is a good faith request to resolve all unresolved issues. Your prompt attention to this matter will be greatly appreciated.

Sincerely,


Marc B. Zifcak
President





Montgomery County Lodge 35, Inc.

April 22, 2011

VIA FACSIMILE & U.S. MAIL

The Honorable Valerie Ervin, President
Montgomery County Council
100 Maryland Avenue
Rockville, MD 20850

Re: Montgomery County Organizational Reform Commission Final Report

Dear Ms. Ervin:

In its Final Report, the Montgomery County Organizational Reform Commission ("ORC") attacked effects bargaining by falsely accusing Fraternal Order of Police, Montgomery County Lodge #35 (FOP 35) of "recently delay[ing] the implementation of all [police department] directives by refusing to respond to them." ORC made this false allegation without providing any supporting facts or attribution as to its source of information and without asking FOP 35 about its validity. Apparently ORC was either very slipshod in its work or more interested in attacking effects bargaining than in obtaining accurate information on which to base its recommendations.

This is not first time the County has attempted to blame FOP 35 for the County's failure pursue implementation of department directives. In fact, in a good faith effort to resolve all outstanding issues, FOP 35 has repeatedly and fruitlessly asked the County to identify all outstanding matters between the parties, including directives. We have documented these communications with the County and are willing to share them should it be necessary.¹

Not all directives implicate effects bargaining. The collective bargaining agreement specifies the procedures for reviewing directives. It requires the County to send the union draft copies of proposed changes to directives and to categorize whether the subject matter involves a mandatory subject of bargaining, the effects on employees of the exercise of a management right, or a procedural change which involves neither.

By agreement, FOP 35 must notify the County if it disagrees with the categorization within ten (10) business days. If FOP 35 does not respond, the County must follow-up in writing. If FOP 35 fails to respond within ten (10) business days of the follow-up, the failure will

¹ Copies of some of FOP 35's correspondence with the County are enclosed.



accordance with the Police Labor Relations Act ("PLRA"), Montg. County Code, §§ 33-75 *et seq.*

Mid-term changes to directives involving mandatory subjects of bargaining can be made only if both FOP 35 and the County agree to bargain and then reach agreement. The parties must negotiate all mandatory subjects during term bargaining. Changes involving the effects on employees of the exercise of a management right must be bargained pursuant to Montg. County Code § 33-81. Either the County or FOP 35 can propose the directive for bargaining. If FOP 35 and the County agree that proposed changes involve a procedural matter which is not a mandatory subject of bargaining and does not trigger effects bargaining, no response is required, but the FOP has 21 days to submit comments to the County for consideration. If FOP 35 fails to respond, the County must follow-up in writing to the FOP. The FOP's failure to respond within 14 days of the follow-up waives the FOP's opportunity to submit comments for consideration.

As of October 7, 2010, the County claimed that twelve directives were "at the FOP." Of the twelve, one required no response because FOP 35 and the County agreed that it involved a mandatory subject of bargaining. To date, the County has not asked the FOP to bargain it. Another one of the twelve is a use of force directive. FOP 35 offered on July 21, 2008 and on October 27, 2008, to meet with the County's representatives to discuss it midterm. Some discussions occurred, but further discussions were repeatedly delayed because the County was working on a new draft of the directive. FOP finally received the new draft proposal on February 16, 2011, and six days later, we responded to the County, again offering to meet and discuss the directive with County representatives despite the disagreement over the categorization.²

In accordance with the procedures in the collective bargaining agreement, FOP 35 informed the County that it disagrees with the County's categorization of ten of the other directives that the County claimed were "at the FOP."³ The County categorized two of them as involving the effects of management's exercise of a management right. FOP 35 categorized all ten as involving mandatory subjects of bargaining. To date, the County has not proposed any of them for bargaining or other resolution pursuant to the PLRA.

²The use of force directive which FOP 35 received on February 16, 2011, is the only proposed directive FOP 35 has received from the County since June 16, 2010. Use of force is a fundamental element of officer survival and self-defense and should never be taken lightly.

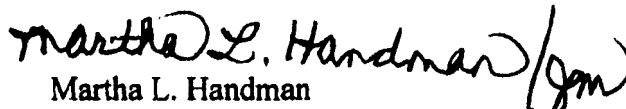
³Two of the proposed directives incorporated agreements between the County and FOP 35 that were contained in the collective bargaining agreement. To avoid confusion and conflict in such cases, FOP 35 has suggested that the County issue the directives as they apply to employees who are not covered by the collective bargaining agreement and refer bargaining unit members to the contract.

Valerie Ervin
April 22, 2011
Page 3

The PLRA provides an expedited process for resolving a dispute over the effects on employees of the County's exercise of a management right. The process is triggered by the County notifying the union that it intends to exercise a management right which will have an effect on members of the bargaining unit. If after good faith bargaining, the parties cannot agree, either party may declare an impasse, and the dispute must be submitted to an impasse neutral who must issue his decision within ten days after receiving the parties' final offers. If the effect of the exercise of the management right has "a demonstrated, significant effect on the safety of the public," the County may implement its last offer before engaging in impasse procedure.

The delay in the implementation of directives is due to the County's failure to pursue their implementation after FOP 35 responded to them. If and when the County notifies FOP 35 of its intent to pursue implementation, FOP 35 will continue to fulfill its obligations under the collective bargaining agreement.

Very truly yours,


Martha L. Handman
Lodge Attorney

enc.

cc: Isiah Leggett
Vernon H. Ricks, Jr.
Richard Wegman
Scott Foster
Daniel Hoffman
Len Simon
M. Cristina Echavarren
Joan Fidler
Susan K. Heltemes

Attachment

D

Effects Impasse Process § 33-81(c)

The law provides for an expedited resolution when the police officers and the County cannot reach agreement in matters involving effects bargaining.

The below process assumes that the County is pursuing or implementing a change that is a management right which has an effect or impact on police officers. The procedure in this paragraph must not be used for a matter that is a mandatory subject of bargaining, only for the effects of the exercise of an employer right. This process only applies if the County and the FOP cannot come to an agreement to deal with the impact of a management change:

The County must notify the FOP that it intends to exercise a management right listed in the law.

The FOP and the County must first agree to an arbitrator to resolve any impasse during negotiations, called an impasse neutral. An impasse exists when the County and the FOP cannot come to terms over a matter requiring an agreement. If the FOP and the County cannot agree on an arbitrator, the parties use the process of the American Arbitration Association to obtain an impasse neutral.

The arbitrator must agree to be available for impasse resolution within 30 days.

The County and the FOP must engage in good faith bargaining, if they have not already. If, after good faith bargaining, the County and the FOP are unable to agree on how to address the effect on police officers of the employer's exercise of its right, either the County or the FOP may declare an impasse.

Once either the County or the FOP declare an impasse, if the change or implementation sought by the County has a demonstrated, significant effect on the safety of the public, the County may proceed with its last offer before engaging in the impasse procedure. Neither the County nor the FOP may exceed a time requirement of the impasse procedure.

The parties must submit the dispute to the impasse neutral no later than 10 days after either party declares an impasse under subparagraph (B).

The impasse neutral must resolve the dispute by selecting from either the FOP or County final offer only on the effect on employees of the employer's exercise of its right.

The impasse neutral must select the most reasonable of the parties' final offers no later than 10 days after the impasse neutral receives the final offers and, if appropriate, must provide retroactive relief.

If the impasse neutral has not issued a decision within 20 days after the impasse neutral receives the parties' final offers, the employer may implement its final offer until the impasse neutral issues a final decision.

Total time from notice to implementation is no greater than fifty (50) days.

Sec. 33-81. Impasse procedure.

(c) An impasse over a reopener matter or the effects on employees of an exercise of an employers right must be resolved under the procedures in this subsection. Any other impasse over a matter subject to collective bargaining must be resolved under the impasse procedure in subsections (a) and (b).

* * *

(2) Bargaining over the effects of the exercise of an employer right.

(A) If the employer notifies the employee organization that it intends to exercise a right listed in Section 33-80(b), the exercise of which will have an effect on members of the bargaining unit, the parties must choose by agreement or through the process of the American Arbitration Association an impasse neutral who agrees to be available for impasse resolution within 30 days.

(B) The parties must engage in good faith bargaining on the effects of the exercise of the employer right. If the parties, after good faith bargaining, are unable to agree on the effect on bargaining unit employees of the employer's exercise of its right, either party may declare an impasse.

(C) If the parties bargain to impasse over the effects on employees of an exercise of an employer right that has a demonstrated, significant effect on the safety of the public, the employer may implement its last offer before engaging in the impasse procedure. A party must not exceed a time requirement of the impasse procedure. A party must not use the procedure in this paragraph for a matter that is a mandatory subject of bargaining other than the effects of the exercise of an employer right.

(D) The parties must submit the dispute to the impasse neutral no later than 10 days after either party declares an impasse under subparagraph (B).

(E) The impasse neutral must resolve the dispute under the impasse procedures in subsection (b), except that:

(i) the dates in that subsection do not apply;

(ii) each party must submit to the impasse neutral a final offer only on the effect on employees of the employer's exercise of its right; and

(iii) the impasse neutral must select the most reasonable of the parties' final offers no later than 10 days after the impasse neutral receives the final offers and, if appropriate, must provide retroactive relief.

(F) If the impasse neutral has not issued a decision within 20 days after the impasse neutral receives the parties' final offers, the employer may implement its final offer until the impasse neutral issues a final decision.

Agreement between Fraternal Order of Police Montgomery County Lodge 35, Inc.

and

Montgomery County Government Montgomery County, Maryland

July 1, 2012 through June 30, 2014

Article 61 Directives and Administrative Procedures

*** * ***

Section E. In the event the FOP receives a draft administrative procedure, department directive, or rule and disagrees with the categorization applied by the employer, the FOP shall notify the employer within ten (10) business days. If the FOP does not respond, the employer shall follow-up in writing to the FOP. If the FOP does not respond within ten (10) business days of the follow-up, such failure to respond shall indicate agreement by the FOP to the categorization, but not the substance, of the administrative procedure, department directive, or rule. In the event the parties are unable to agree on the categorization of a directive, the matter may be resolved in accordance to the provisions of the Police Labor Relations Act (PLRA).

*** * ***

Attachment

E

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
CH
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 MPA 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

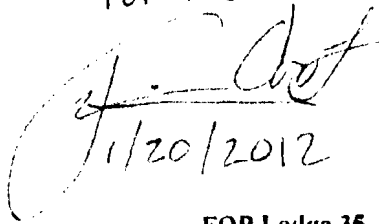
* * *

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

Fox County




Attachment

F

MONTGOMERY COUNTY COUNCIL PUBLIC HEARING JULY 12, 2011

Exchange between Councilmember Mark Elrich and MCGEO President Gino Renne

Transcribed by:

Robin C. Comotto, Notary Public

COUNCILMEMBER ELRICH: I had a question for Gino. You talked about having effects bargaining.

MR. RENNE: Yes.

COUNCILMEMBER ELRICH: And it has been asserted, of course, that you don't have effects bargaining.

MR. RENNE: I get blamed for a lot of things, Mr. Elrich.

COUNCILMEMBER ELRICH: (Laughing.) So, I guess -- and the other thing, Mr. Manger, Chief Manger asserted that whatever process you do have works well in the police department, between your union and between the police management. And I wondered whether you could elaborate on what constitutes our version of effects bargaining and how it's different than what's in the law?

MR. RENNE: Certainly. It's not a -- the effects bargaining that we believe we have a right to is not highlighted as clearly in the law as it is in the FOP law. But let me tell you how it works, in practice. When management makes a decision in any of our bargaining units or any department -- we have members in virtually every department -- they notice us. We decide whether or not there's a potential for any type of impact on working conditions or any mandatory subjects of bargaining. And if we make that determination, we'll send a demand for bargaining. And ninety-nine point five percent of the time, management and OHR meet us at the table and we work things out. If we don't, we deem impasse and we go from there.

There have been occasions, so it's clear, and that is the problem of -- I'm going to be a little critical, here -- of promulgating legislation to change things without doing your research. I don't fault you for that but you do have a staff that should have done a little more homework. In the handful of cases where management felt they were not compelled to bargain with us, they told us so. And if we felt strongly that it was something we did want to bargain about, we have filed unfair labor practices. And guess what? The labor relations administrator has ordered the parties to bargain.

So we do have effects bargaining. It's just done a little differently. And we've won each and every one of those cases. There's probably about four or five of them. There's one to do with seniority. There was one to do with transfers, so forth, and so on.

MONTGOMERY COUNTY COUNCIL PUBLIC HEARING JULY 14, 2011

Exchange between Councilmember Mark Elrich and MCGEO President Gino Renne

Transcribed by:

Robin C. Comotto, Notary Public

COUNCILMEMBER ELRICH: Could I ask Gino, because he's shaking his head? Would you care to contribute to this?

MR. RENNE: I would take exception to what's being said and I would appreciate it if people wouldn't categorize what our union does or doesn't do without having the courtesy of asking us. Because this is public record.

The police department management's position is not totally accurate. We have a different demographics in our union. We represent people in virtually every county department. We have about two hundred and fifty job. We represent about seven thousand people that work for this government. We pick and choose what things we want to bargain over, not because we're restricted by the law, it's really a matter of resources with us on whether or not we have the capacity to get involved in every management decision and every change that goes on.

But I can assure you that when it comes to issues that are similar to effects bargaining demands that the FOP makes -- scheduling, the use of equipment, the assignment of equipment, all subject matter, we make those demands. There's virtually no difference in practice.

And the County, over the years, has taken a position that they did not have to bargain with us and they were found to be wrong, by the umpire. So over the years, we have dramatically expanded the scope of bargaining, and I would submit to you that there's very little difference, in practice, in engages in, on a daily basis.

The MC Time matter, we were given the courtesy of having a complete, detailed briefing on how it was going to work. And as a result of that briefing, we chose to restrict the bargaining to the overtime matter because we didn't have any other issues. It does not mean -- do not interpret that as meaning that we could have -- we chose not to bargain the implementation. It's just that that was the only issue we had concerns about.

... We have bargained the same issues with this police department that the FOP has bargained with -- scheduling, equipment, assignment of equipment, (inaudible) signed off by myself and the Chief.

COUNCILMEMBER ELRICH: You bargained --

MR. RENNE: Absolutely.

COUNCILMEMBER ELRICH: -- assignment of equipment?

MR. RENNE: Absolutely.

COUNCILMEMBER ELRICH: Did they bargain assignment of equipment with you?

CHIEF MANGER: If he could give me an example. I'm not aware of any (inaudible).

MR. RENNE: Animal rescue. We've gone through negotiations and have MOU's on assigned equipment, who gets what, when, under what conditions. We have these MOU's out there. And for you guys to come in and suggest that you haven't bargained these issues with us is disingenuous.



LOCAL 1664

Montgomery County Career Fire Fighters Association

September 18, 2012

Dan Adcock, Chair
Montgomery County Democratic Central Committee
3720 Farragut Ave. #303
Kensington, MD 20895

Re: Montgomery County Ballot Question B (Effects Bargaining for County Police Officers)

Dear Mr. Adcock:

I understand that the MDCC Precinct Organization will be meeting on Wednesday evening this week to adopt a position on each ballot question that will be considered by County voters in the November election. I am writing, as President of the Montgomery County Career Fire Fighters Association, to urge the Montgomery County Democratic Central Committee to take a position strongly **OPPOSING** Question B.

As you know, Question B involves the issue of “effects bargaining” for members of the County police force. For decades, the duly certified representative of County police officers had been legally authorized to engage in effects bargaining with management representatives of Montgomery County, that is until the County Council amended the County collective bargaining law applicable to police officers in 2011.

There has been a lot of *misinformation* published by the County and the media to date about effects bargaining. Effects bargaining does *not* diminish management’s operational decision-making authority. Management always retains the undiluted ability to make decisions affecting the workings of local government, such as what services to provide, how many people to hire to provide those services, which individuals to hire, where to assign employees, whether layoffs are necessary and a host of other core decisions — even when effects bargaining is in place. Effects bargaining simply allows the employees’ chosen representative to discuss with management (and perhaps ameliorate to a certain degree) any adverse impact on employees of management’s decisions involving operational matters.

Another significant piece of misinformation that the County has been circulating is that in eliminating the provision on effects bargaining from the police collective bargaining law, the scope of bargaining for police officers has merely been brought into conformity with the bargaining rights of other groups of County employees, i.e.: (1) career fire fighters and paramedics (represented by the MCCFFA) and (2) general County government employees (represented by MCGEO). In fact, this statement is totally inaccurate.

Dan Adcock, Chair
September 18, 2012
Page 2

Although the collective bargaining law applicable to fire fighters and paramedics has never expressly addressed the issue of effects bargaining, it has continuously been an *implied* right ever since collective bargaining for fire fighters and paramedics took effect over twenty years ago. In fact, effects bargaining has been recognized and confirmed by the County's Labor Relations Administrator, the quasi-judicial authority empowered to resolve collective bargaining-related disputes between the union and management. The MCCFFA has always engaged in effects bargaining with the County whenever it has been appropriate to do so (and we are certain that the same is true as to MCGEO and the general County Government employees that it represents).

While the police collective bargaining law may have contained certain refinements on the effects bargaining process that did not apply to the other groups of employees, it is altogether untrue to contend that the County Council action eliminating effects bargaining for police simply put those employees on an equal footing with the other employee groups. We are extremely concerned that the County Council and the County Executive are practicing this form of deception in an attempt to influence County voters.

The MCCFFA therefore urges the Democratic Central Committee to demonstrate publicly that it is not anti-employee and/or anti-union by adopting the position of OPPOSING Question B on the November ballot. Thank you.

Sincerely,



John J. Sparks, President
MCCFFA

cc: Torrie Cook, President, FOP Lodge 35
Gino Renne, President, MCGEO