

From: Paul Denham

Sent: Friday, March 11, 2016 10:20 AM

To: 'Larson Randall' <rlarson@fmcs.gov>; 'Christopher Scrol' <christopherscrol@gmail.com>

Subject: RE: picking dates for mediation for contract neg

Chris,

I have attached a March 3, 2016 letter from Governor Rauner to the Mayors that crossed my desk this morning. Obviously, with Springfield again threatening to cut the LGDF, it is extremely pertinent to the wage issue that you again declared impasse on last night.

The City is still willing to continue to meet and discuss our final package offers in the hopes that we can negotiate a mutually acceptable agreement on wages. However, if the Union is still unwilling to compromise on wages during these uncertain times, I suggest that we move towards attempting to schedule a mediated session with an arbitrator off the panel we received last week. Let me know.

Thanks,

Paul Denham PLEASE NOTE THE NEW PHONE NUMBER BELOW

City Attorney

City of Rockford

425 East State Street

Rockford, IL, 61104

779-348-7395

Paul.Denham@rockfordil.gov

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OFFICE OF THE GOVERNOR

207 STATE HOUSE
SPRINGFIELD, ILLINOIS 62706

BRUCE RAUNER
GOVERNOR

March 3, 2016

Dear City Mayor or Village President:

Last month, I proposed two paths for dealing with the fiscal crisis facing our state: working together or executive management. The first is my preferred path: a bipartisan balanced budget alongside structural reforms that make our state more competitive, drive down costs for local governments and lower the total tax burden on all Illinois families.

Under that scenario, we would fully fund the Local Government Distributive Fund, lower workers' compensation costs, provide relief from unfunded mandates, enact pension reform, provide local control of collective bargaining and prevailing wage and invest in our infrastructure. Mayors across the state have advocated for all of these reforms for years.

But this future cannot be achieved if the leaders of the General Assembly refuse to compromise and reject this preferred budget path. If Speaker Madigan, President Cullerton and the members of their caucuses refuse to work together, we must still take action to balance the state budget. That would mean deep cuts. It's not my preferred path, but we cannot keep digging ourselves into a financial hole.

I encourage you to contact your elected officials and urge them to choose the preferred budget path of working together so that we strongly support local governments with reforms and revenue.

Sincerely,

A handwritten signature in black ink that reads "Bruce Rauner".

Bruce Rauner
Governor, State of Illinois

From: Christopher Scrol [mailto:christopherscrol@gmail.com]
Sent: Friday, March 11, 2016 9:57 PM
To: Paul Denham <Paul.Denham@rockfordil.gov>
Cc: Larson Randall <rlarson@fmcs.gov>
Subject: Re: picking dates for mediation for contract neg

Paul,

Thank you for sharing Governor Rauner's letter with me. I trust that Mayor Morrissey will not succumb to the Governor's scare tactics and is wise enough to recognize propaganda when he sees it. Knowing that our Mayor always acts in the best interests of our community, I am sure that he will respond to the Governor's letter by encouraging Mr. Rauner to stop the political gamesmanship, refrain from holding hostage our local funding, put aside partisan politics and ideology, and begin to do the job for which he was elected. I am also quite sure that our Mayor would never support the draconian reform measures that Governor Rauner has foolishly amalgamated with our state budget.

I will touch base with you early next week to discuss the best options we have moving forward. Because our Union has shown the willingness to compromise on wages, I hope that the City will reciprocate but showing a willingness to compromise on our noneconomic proposal.

After our talk on March 10, it became apparent that there was some confusion and misunderstanding about the intent of our proposal. I hope that the attachment will better explain and help to clarify the issue.

Sincerely,
Christopher Scrol
President IAFF Local 413

4.3 TRANSFERS JOB/SHIFT ASSIGNMENTS

~~Transfers will continue to be made to improve the efficiency of the Department's operations.~~

A. TRANSFERS

OFFICERS AND DRIVERS

~~All Officers and Drivers with one (1) year or greater seniority and assigned to fifty-one (51) hours may bid their station and apparatus assignments provided they are properly certified for specialty companies. Positions shall be bid and filled strictly on a seniority in grade basis. Station and apparatus assignments for Officers and Drivers will be selected on a yearly basis and take effect January 1st each year. Selections will be collected by the District Chiefs and delivered to the Fire Chief or his designee for posting by October 31st each year. The Fire Chief shall have the authority to assign employees to a specific shift.~~

Commented [Cs1]: We are open to discussing alternatives to the selection process.

~~The Union and City agree that from time to time modification of station and apparatus assignments may be required to maintain the effective management of departmental operations. Personnel reassignments may be requested by the employee or made by the Fire Chief for the following reasons:~~

Commented [Cs2]: This language is intended to protect the Chief's managerial rights and to allow for flexibility.

~~Training/experience needs of the officer
Personality conflicts
Disciplinary
Shift staffing needs
Employee requests for personal reasons~~

~~Employee requests for reassignment shall not be arbitrarily denied. In the event it becomes necessary to transfer an Officer or Driver, due to reasons listed above, the member being transferred will be switched with the least senior employee of the same rank and shift, unless there is a mutually agreed to transfer with another bargaining unit member of the same rank on any shift. The Fire Chief's decision regarding employee reassignment for the reasons listed above will not be subject to the grievance process. The Union President shall be advised prior to the employee notification of the reassignment. All efforts will be made to accommodate the needs of the individual in case of emergency transfers.~~

Commented [Cs3]: This language is intended to protect the Chief's managerial rights.

~~The intent of this article is not to usurp the right of the Fire Chief to schedule and assign work, but rather to provide a fair and consistent method of bidding station and apparatus assignments for Officers and Drivers on an ongoing basis.~~

Commented [Cs4]: This language is intended to protect the Chief's managerial rights.

FIREFIGHTERS

The Fire Chief or his designee will have the final decision on all other transfers, however, each decision must be made in a fair, just and impartial manner, based upon bona fide operational considerations in the best interest of the City and the Department giving due consideration to seniority.

Transfers shall not be used as punishment or harassment. The burden of proof shall be the responsibility of the complainant.

B. VACANCIES

When an Officer's or Driver's work assignment becomes vacant because a bargaining unit member has quit, been discharged, retired, been promoted or been awarded a disability pension, said opening shall be posted on bulletin boards in all the City's Fire Stations for at least ten (10) calendar days after the vacancy occurs. This does not prohibit the Fire Chief from posting vacancy positions in advance to their becoming available, i.e., advanced signing of retirement papers.

Any bargaining unit member of the appropriate rank may apply to fill the vacancy provided they are properly certified for specialty companies. Applications must be submitted in writing to the Fire Chief during this ten (10) day period. The opening will than be filled by the applicant with the most seniority in grade.

Commented [Cs5]: This language pertains to "firefighters" meaning those members, other than Officers and Drivers, who are not assigned by seniority. It should not be seen as contradicting the language highlighted by Comment [3] which applies only to Officers and Drivers.

Commented [Cs6]: This language would NOT create a "domino effect". This language covers only the INITIAL vacancy created by one of the five reasons listed. Any subsequent vacancies created after this initial move would in fact be created by a transfer. Because this section does not refer to vacancies created due to transfers, those subsequent vacancies are not covered by this agreement and need not be made open for application.