John Terranova on Privatization—More Half-Truths

JT CLAIM: *"The State has no plans to engage in mass privatization of state employee jobs."*

FACT: First, of course, there is the question of whether this statement can be taken as genuine. If it is the truth, why isn't such wording included in the language of the Rauner Administration's ''last, best and final offer" which would make it legally enforceable? As it is written—with no more than Terranova's personal pledge backing it up—it's not worth the paper it's printed on.

Second, there is the question of what exactly is meant by "mass" privatization? Terranova offers no specifics as to what "mass" might mean. Would 1,000 positions count as "mass" privatization? What about 5,000? Certainly his statement makes very clear that the Rauner Administration does intend to engage in privatization on a significant scale.

JT CLAIM: *"…the State has offered protections against subcontracting…"*

FACT: Terranova never offers any indication of what these "protections" might be. In fact, they are nothing more than a possible opportunity—if allowed by the employer--to bid against private vendors for the ability to perform one's own job. There are no standards that outside bidders must meet regarding fair compensation of employees, nor any requirements that they be based in Illinois or even in the United States.

Moreover, the Employer has sole discretion over which bidder (internal or external) is chosen and is not required to offer any justification or explanation for the choice it makes. And, perhaps most critically, there is no appeal process. Needless to say these fake "protections" are nothing more than a façade of fairness while actually stripping union members of the protections we now have.

The current contract language requires that subcontracting must meet standards of "efficiency and economy"—requirements that seemingly anyone with a genuine concern for either the protections afforded employees or the safeguards afforded the public would be more than willing to embrace. Instead the Rauner Administration eliminates this language in its last, best and final offer—and cited it at the Labor Board as the reason that the parties are at impasse.

Finally, and perhaps most importantly, under current contract language, the union can grieve any privatization scheme that does not meet those standards and take the case to arbitration if needed, as has happened in a number of instances in the past. Under Rauner's last, best and final offer, there would be no legal basis to grieve or to make the case against the privatization plan before an independent arbitrator. The Rauner Administration would be the sole decision-maker.

JT CLAIM: *"….protections that borrow from AFSCME's contracts with other public employers"*

FACT: AFSCME has thousands of contracts with employers all across the country. Some have stronger subcontracting protections than the current state of Illinois contract does; some have weaker language. Just because an AFSCME local somewhere in the U.S. agreed to certain language does not mean that AFSCME members here in Illinois have an obligation to do so—just as the Rauner Administration is not willing to agree to language that other employers have agreed to in other AFSCME contracts.