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January 19, 2017

John Terranova
Deputy Director, Labor Relations
Illinois Dept. of Central Management Services
Room 501, Stratton Office Building
Springfield, IL 62706

Dear Mr. Terranova:

AFSCME and the State of Illinois have a long history of collective bargaining going back more than 40 years, spanning the terms of seven different governors. Although the parties have not infrequently had serious disagreements with one another, both parties have historically understood the need to conduct themselves with integrity. Employer representatives therefore have had a high degree of credibility with employees and with the Union. Unfortunately, that is no longer the case.

State employees have now learned that, as a general rule, when their employer makes a statement, it is more than likely false. Your most recent missive (1/13/17) is but another shameful example.

You told employees that the Labor Board "approved" the governor's "reasonable proposals." There is nothing in the Board's decision that approved the proposals or found them reasonable. Your statement is blatantly false.

You claimed that in the new framework our union put forth employees would not really forego a wage increase for four years, while your boss called that painful decision "superficial." The Union was very clear that the framework provided for no "base wage increase," and that it provided for step increases in only the last two years for those 40% of employees who have not yet reached the full rate of pay for their classification. Surely you are familiar enough with the collective bargaining agreement to understand the distinction between "steps" and "base wages."

You implied that there is something wrong with letting the judicial system determine whether or not Governor Rauner broke the law by unilaterally deciding to deny employees step increases after the expiration date of the contract. As you are fully aware, the union did not include steps for the first two years of the contract as part of the settlement framework.



If the courts determine that the governor did not break the law, then he has nothing to worry about. If the courts determine that he did break the law, then the courts will also decide on the remedy for that violation. Again, the framework does not propose that the state agree to pay steps in the first two years.

You belittle the offer to pay an additional 8.5% in health insurance premiums, plus increased out of pocket costs, while going four years with no base wage increase. That may seem “tiny” to someone like your boss who makes 188 million dollars in one year, but it is not “tiny” for the average state employee.

You make the outrageous and patently false claim that AFSCME refuses to compromise even though the Union has been telling you for a year now that we have new proposals that provide for further compromise on our part. It is the governor who has refused to allow you to meet with our bargaining committee to receive and discuss those new proposals, thus foreclosing any opportunities for further compromise.

You continue to falsely claim that other unions have agreed to offers similar to the one the governor is seeking to impose on AFSCME members even though the truth is that those unions have not agreed to forego wage increases for four years and also to pay significantly more for insurance.

You attempt to mislead employees by saying that the Administration will offer them health insurance plans with the same or lower premiums while failing to say that all of those plans would cost the average employee thousands of dollars more in out of pocket costs. And you do this even though you know that all of the plans the Administration wants to impose on employees would require the same shift in costs from the State onto the employees. Either way, the average employee would have to lose \$10,000 over the term of the contract.

You try to frighten employees by suggesting that a strike could be illegal because the Tolling Agreement might still be in effect, even as you continue to assert in court that it is not in effect. Fortunately, the union has top flight attorneys, so state employees do not have to rely on your distortions and scare tactics. If the Tolling Agreement is in effect, then the governor cannot impose his terms on employees. If it is not in effect, then employees have the right to strike. There is no valid legal argument that the governor can impose with impunity, while employees have no right to resist. If there is a strike, it will be a lawful one, and employees’ legal right to strike will be protected.

You go to great lengths to describe the cost of a strike that would last a month. I don’t know how you came up with a month, nor do I know how you arrived at the figure you presented, but we do not believe it is accurate. Moreover, there is still ample opportunity for the Administration to avoid a strike by returning to the bargaining table.

You suggest that if there is a strike, the state will somehow be able to maintain services by hiring strikebreakers. The idea that the Administration could readily replace 28,000 skilled,

knowledgeable, and dedicated employees is demonstrative of this administration's lack of respect for the work that state employees do.

Finally, I urge you to immediately cease and desist from using the state's email system to spread your falsehoods and fear-mongering.

I will close by reiterating that our union is doing everything possible to avert a strike and reach a fair contract settlement. If the Rauner Administration has any genuine interest in those goals, you can return to the bargaining table and work constructively with us to find common ground.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Newman". The signature is written in a cursive, flowing style.

Mike Newman
Deputy Director