

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
ALEXANDER COUNTY, ILLINOIS**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 31,**

Plaintiff,

v.

Case No. \_\_\_\_\_

**MALCOLM WEEMS**, Director of the Illinois  
Department of Central Management Services,  
in his official capacity; **SALVADOR A.  
GODINEZ**, Director of the Illinois Department  
of Corrections, in his official capacity;  
**ARTHUR BISHOP**, Director of the Illinois  
Department of Juvenile Justice, in his official  
capacity; and **STATE OF ILLINOIS,  
DEPARTMENT OF CENTRAL  
MANAGEMENT SERVICES, DEPARTMENT  
OF CORRECTIONS, and DEPARTMENT OF  
JUVENILE JUSTICE,**

Defendants.

**VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF**

The Plaintiff complains against Defendants as follows:

1. Plaintiff brings this lawsuit to protect its members that are at risk of injury and death due to the decisions of the Governor of the State, the Illinois Department of Corrections (“DOC”) and the Illinois Department of Juvenile Justice (“DJJ”) to close multiple correctional facilities and to absorb the inmates at those facilities into an already overcrowded and overburdened correctional system. Defendants have stated that almost 5,000 inmates and youth will be transferred due to these closings. Many of the inmates that will be moved are those who have been intentionally segregated

in the correctional system because of the danger they pose to guards and to other inmates. Almost a thousand maximum security female inmates will be moved, and several hundred maximum security youth will be moved as well. The insertion of these inmates into the overcrowded prisons of the State will inevitably foment unrest that will put employees, other inmates, and the general community at risk.

2. The closures which are being implemented by the Defendants include the following:

(a) the closure of the “super maximum” facility located in Tamms. The 197 maximum security inmates at Tamms will be moved to the maximum security prisons at Menard, Pontiac, and Stateville. This closure is scheduled to occur by August 31, 2012. Representatives of the Illinois Department of Corrections (“DOC”) have recently indicated that the Department may begin moving the inmates imprisoned at Tamms as early as the first week in August. In fact, the DOC has recently transferred 14 former Tamms inmates from Menard Correctional Center to Stateville Correctional Center.

(b) the closure of the maximum security prison for women in Dwight, Illinois. Due to this closure, almost one thousand maximum security female inmates will be moved to Logan Correctional Center. Logan will send approximately 1,000 male inmates to Lincoln Correctional Center and approximately 1,000 inmates to numerous other correctional centers in the State. Lincoln will send approximately 1,000 medium security female inmates to Logan. Three prisons will thereby be consolidated into two. This closure is also scheduled to occur by August 31.

(c) the closure of the Adult Transition Centers (“ACTs”) in Decatur, in southern Illinois, and on the west side of Chicago.

(d) the closure of the Illinois Youth Center at Joliet and the transfer of 257 maximum security youth to Youth Centers in Kewanee and St. Charles, Illinois.

(e) the closure of the Illinois Youth Center in Murphysboro, Illinois.

3. The facilities slated for closure occupy unique positions within the State correctional system.

(a) The maximum security unit at Tamms houses inmates who are unfit to be among the general prison population because they have a history of assaulting staff, preying on other inmates, or creating serious prison disturbances. Inmates in the maximum security unit at Tamms must remain in their cell for virtually the entire day. This security system ensures that the inmates cannot carry out their dangerous activities and has proven to be a potent deterrent to such activities to the inmates at other correctional centers. The Defendants have informed AFSCME that the maximum security inmates at Tamms will be transferred to the maximum security prison in Pontiac, Illinois, where they will be single-celled. This means that many prisoners at Pontiac will now be double-celled in order to make space. This domino effect will make Pontiac a much more dangerous place to work, because the inmates at Pontiac are in single cells either as a disciplinary measure for assaulting guards or for assaulting other inmates.

(b) The prison at Dwight is currently the system's only maximum security institution for female inmates. This means that the correctional centers which will be accepting those inmates must be upgraded in order to accommodate those individuals and that these institutions will become dangerously overcrowded. The reduction of correctional centers for females from three to two also means that the system will not have sufficient capacity if there is a surge of female offenders and that maximum security inmates will be mixed with medium security inmates. Also,

the transfer of 1,000 male inmates from Logan to other correctional centers will further increase the overcrowding at those centers and aggravate the problems those prisons already have from understaffing. Finally, the DOC has yet to articulate a plan to safely execute the mass switch of female inmates to Logan from Dwight and Lincoln, and the male inmates to Lincoln from Logan.

(c) Similarly, the Youth Center in Joliet houses maximum security youth. Many have deep gang affiliations. Some have already been transferred to less secure settings. These transfers and the “domino effect” caused by the need to make space for them have already created unrest at the Youth Centers in the State.

4. The Defendants’ plan to close multiple correctional facilities has been implemented over the will of the General Assembly. In the recently enacted budget for the current State fiscal year, the General Assembly appropriated sufficient funds to operate these facilities for this year. Governor Quinn has reduced or vetoed most of the funds which were appropriated and has announced the closure of the facilities by the end of August. The closures and the transfer of inmates and staff will therefore occur before the General Assembly has the opportunity to consider the issue in the fall veto session.

5. Plaintiff AFSCME Council 31 is a labor organization that represents State employees with respect to their wages, hours, and other terms and conditions of employment. Council 31 represents the employees of the DOC and DJJ in several bargaining units with the State of Illinois: RC-6, which contains front-line security employees, including Correctional Officers, Correctional Sergeants, and Juvenile Justice Specialists; RC-14, which contains clerical and administrative professional employees; CU-500, which contains Correctional Lieutenants and Juvenile Justice Supervisors; and RC-28, RC-62, and RC-63, which contain professional and paraprofessional

employees who provide services to the Departments and their inmates. Council 31 is a labor organization within the meaning of Section 3 (i) of the Illinois Labor Relations Act, 5 ILCS 315/3(I).

6. Defendant State of Illinois, Department of Central Management Services (“CMS”), is a public employer within the meaning of Section 3(o) of the Illinois Labor Relations Act, 5 ILCS 315/3(o). The Defendant State of Illinois operates the Illinois Department of Corrections, which is responsible for the care, custody, and control of the inmates committed to the state penal system. The Defendant State of Illinois also operates the Illinois Department of Juvenile Justice, which is responsible for the care, custody, and control of the minors who have been committed to the state penal system. Defendant CMS represents the Department of Corrections and the Department of Juvenile Justice in labor relations matters related to the master and the CU-500 contracts between AFSCME Council 31 and the State of Illinois.

7. Defendant Malcolm Weems is the Director of the Illinois Department of Central Management Services. This lawsuit is brought against him in his official capacity.

8. Defendant Salvador A. Godinez is the Director of the Illinois Department of Corrections. This lawsuit is brought against him in his official capacity.

9. Defendant Arthur Bishop is the Director of the Illinois Department of Juvenile Justice. This lawsuit is brought against him in his official capacity.

10. Plaintiff and Defendant CMS are parties to a collective bargaining agreement that is effective from September 5, 2008, to June 30, 2012. A true and accurate copy of this agreement is attached as Exhibit A hereto. This contract covers the employees in the RC-6, RC-14, RC-28, RC-62, and RC-63 bargaining units. They are also parties to the CU-500 agreement, which covers

Correctional Lieutenants. Plaintiff and Defendant CMS have temporarily extended these agreements.

11. This court has jurisdiction over this case, under the Illinois Uniform Arbitration Act, 710 ILCS 5/1, *et seq.*, and under Sections 8 and 16 of the Illinois Labor Relations Act, 5 ILCS 315/8, 16.

12. Article V of the collective bargaining agreement between the Plaintiff and Defendants contains a grievance procedure culminating in final binding arbitration. (Exh. A, pp. 12-20.) This contract broadly defines a grievance as “any difference, complaint or dispute between the Employer and the Union or any employee regarding the application of this agreement or arising out of other circumstances or conditions of employment.” (Exh. A, p. 12.)

13. Article I of the collective bargaining agreement provides that the Employer recognize Council 31 as the exclusive bargaining representative for the employees covered by the contract with respect to their wages and salaries, hours, and other conditions of employment. (Exh. A, p. 5.)

14. Section 1 of Article XXV of the collective bargaining agreement obligates the parties to meet promptly and regularly to identify and correct unsafe or unhealthy working conditions, including inadequate personal security for employees. (Exh. A, p. 141.)

15. Section 2 of Article XXV of the collective bargaining agreement obligates the Employer to “provide a safe work environment consistent with the standards set by the Illinois Department of Labor.” It also obligates the Employer and Union to act “cooperatively to develop workplace violence programs designed to eliminate violence in the work place.” (Exh. A, p. 142.)

16. In addition to the main collective bargaining agreement, Council 31 and CMS are parties to a Memorandum of Understanding regarding facility closure. This MOU provides:

It is understood by the parties that within 60 days of the Employer's announcement of the closure or conversion of a facility (facility as defined in the Definition of Terms d) 2)), the parties agree to negotiate over such matters that may impact upon employees covered by this agreement on questions of wages, hours and terms and conditions of employment.

17. Article I of the contract and the MOU both require the parties to negotiate the impact of a facility closure or a departmental reorganization prior to the implementation of that facility closure or departmental reorganization. This has been the practice of the parties until the current dispute.

18. Governor Quinn originally announced the closure of the correctional facilities on February 22, 2012. These plans were communicated to the Commission of Governmental Forecasting and Accountability, which held public hearings on the proposed closings. The Commission rejected the proposals to close the facilities in May 2012.

19. After the Commission made its recommendations, the General Assembly voted to maintain the appropriations for the facilities.

20. On June 30, 2012, Governor Quinn announced that the State was proceeding with the plans to close the facilities and that he was exercising his constitutional authority to reduce the appropriations for each of these institutions. At that time he announced that Tamms, Dwight, and the Adult Transition centers would close on August 31, 2012. He also announced that the DJJ facility in Murphysboro would be closed on August 31, 2012, and that the Illinois Youth Center in Joliet would be closed by October 31, 2012.

21. While negotiations regarding the closures pursuant to the collective bargaining agreement and the MOU began after the closures were first announced, they ceased after the actions of the General Assembly and pending the Governor's amendatory vetoes and reductions.

22. Negotiations regarding the closures resumed after the State announced it was proceeding with the closures. The issues to be negotiated include the process by which employees affected by the closings can bid on vacancies within the DOC and DJJ and the ability of the Departments to maintain safe working environments in the State's correctional system.

23. Negotiations have not yet been concluded.

24. Despite the fact that negotiations have not yet concluded, the State has begun to transfer inmates from the institutions slated for closure.

25. On July 26, 2012, the State transferred 30 inmates from the minimum security unit at Tamms to the Hardin County Work Camp. According to the website of the Illinois Department of Corrections, the work camp has a rated capacity of 200. The transfer of inmates from Tamms increased the number of inmates at the Hardin County Work Camp from 200 to 230.

26. The DOC has assigned no new staff to the Work Camp to oversee the additional inmates. It has also not implemented any new additional security members, even though it has conceded that such measures are necessary to ensure the safety of the inmates and staff at the Work Camp.

27. On July 30, 2012, the State transferred 14 former Tamms inmates from Menard Correctional Center to Stateville Correctional Center. Seven of these inmates had isolation status, but Stateville did not have a sufficient number of single cells available. Accordingly, the State changed the status of at least one inmate in order to make the transfer comply with its regulations.



28. According to the most recent quarterly report of the DOC to the General Assembly the “rated capacity” for the adult prison system in Illinois is 33,704 inmates. According to the same report, the current number of inmates in the system is 48,305, which means that the system is operating at 143% of capacity. This quarterly report is attached hereto as Exhibit B.

29. The State has also transferred youth from IYC Joliet to IYC Kewanee and IYC Harrisburg. The transfer of these maximum security youth to IYC Kewanee will disrupt the treatment programs at Kewanee, because the treatment programs at Kewanee are unsuitable for the maximum security youth who are being transferred. The transfer of youth from Joliet to Harrisburg has already resulted in an increase in gang activities at Harrisburg.

30. On July 23, 2012, AFSCME Council 31 filed a grievance alleging that the DOC had begun the process of closing correctional facilities without bargaining over the impact of the closure as required by the recognition clause of the contract and the MOU. It also filed a grievance alleging that the Defendants’ actions violated Article XXV of the contract because the movement of inmates pursuant to the closure of Tamms, Dwight, IYC Joliet, and the ACTs imperils the safety of union members who work at other correctional centers. These grievances are attached as Exhibit C and D respectively. At the same time, Plaintiff requested that Defendants cease the implementation of the closing and inmate transfers, that the Defendants give expedited consideration to the grievance, and that the parties proceed to expedited arbitration if they could not agree. These requests are attached as Exhibit E.

31. Defendants have not responded to Plaintiff’s request that the transfers and closure be halted while the grievances are resolved.

32. Defendants' decision to proceed with the movement and reclassification of inmates violates the collective bargaining agreements between the parties. It violates the recognition clause and the MOU, because Defendants have proceeded without first completing bargaining about the impacts of its decisions. It also violates Article XXV of the contract, because Defendants have their contractual duty to maintain a safe workplace for its employees. Plaintiffs are likely to succeed with the claims that the Defendants have violated the contract. The parties have reached the arbitration stage of the grievance procedure, and Plaintiff has offered to conduct the arbitration on an expedited basis. Nonetheless, Defendants have refused to suspend the movements and reclassifications pending negotiations about their impact or an arbitration regarding their effect on the safety of DOC and DJJ employees.

33. One of the purposes of the contractual provisions set forth in the preceding paragraph is to prevent unilateral actions by the Defendants that increase the risk of injury and death to AFSCME members. Defendants' decision to proceed with inmate reclassifications and transfers completely undermines the protections of these provisions. Defendants' unilateral actions will therefore make a later arbitration award in favor of Plaintiff meaningless. This is especially true if an AFSCME member is injured or killed by the unsafe conditions that Defendants' have created in the State correctional system.

34. Defendants' conduct will continue unless stopped by this Court.

35. Defendants' actions have increased the risk that AFSCME members will be injured or killed while providing security in the State correctional system.

36. There is no good reason for Defendants' precipitous unilateral decision to implement the closures and to begin the movement and reclassification of inmates. The inmates who will be

moved must be fed and housed regardless of where they are incarcerated. Defendants must also expend state funds in order to safely transfer inmates. Moreover, Defendants have claimed that correctional personnel will be able to avoid layoffs by transferring into existing vacancies in the correctional system. Thus, enjoining the implementation of the closures, the reorganization, and the movement of inmates until the Defendants have complied with their duties under the collective bargaining agreement will not cause any burden on the Defendants and will reduce the risk that Plaintiff's members will be injured or killed by Defendants' actions.

WHEREFORE, the Plaintiffs seek the following relief from the Court:

- (a) restoration of the *status quo ante*;
- (b) the issuance of an injunction prohibiting the implementation of the closure of the correctional facilities and the movement and reclassification of inmates pursuant to these closures until an arbitrator has determined whether Defendants' action have violated the collective bargaining agreement; and
- (c) any other relief this court deems equitable and just.

Respectfully submitted,

CORNFIELD AND FELDMAN

Dated: August 1, 2012

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