

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JIMMY DOE, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
)	No. 99 C 3945
v.)	
)	Judge John A. Nordberg
COOK COUNTY, <i>et al.</i> ,)	
)	
)	
Defendants.)	

ORDER

Currently pending before the Court is the Emergency Motion of the Transitional Administrator (“TA”), Earl L. Dunlap, asking this Court to approve the TA’s request to retain a private company to provide temporary security staffing and for other relief. Also pending are Objections to the Emergency Motion filed by Teamsters Local Union No. 714 (the “Union”), the collective bargaining representative of many of the employees of the Cook County Juvenile Temporary Detention Center (“JTDC”).

1. On April 23, 2008, the TA testified in support of his Emergency Motion. On May 2, 2008, Aurelio Garcia and Demetrius Bright were called as witnesses by the Union and Brenda Welch, Deputy Transitional Administrator, was called by the plaintiffs.

2. This Court placed no restrictions on the number of witnesses that either side could call, nor did it restrict the length of time given to each side to question these four witnesses. Both sides were allowed to, and did, file legal briefs. No page limitations were imposed on

either side.

3. After hearing the testimony and observing these witnesses, and after reviewing the briefs submitted by the parties, the Court finds that the JTDC is dangerously understaffed and that, as a result of this understaffing, the health and safety of the residents is at risk. This situation constitutes an emergency. The Court also finds that Mr. Dunlap's proposed plan to hire temporary security staff and to shift the assignments of some permanent staff to use them more effectively is a reasonable and narrowly-tailored response to the crisis at the JTDC and that it is necessary to bring about compliance with (i) this Court's order of December 2002, approving the Memorandum of Agreement negotiated by the parties; (ii) the Agreed Supplemental Order entered in May 2006; and (iii) the Agreed Order Appointing A Transitional Administrator entered in August 2007. This Court finds that the Union's proposed alternative of putting temporary staff workers into existing vacancies on the day shifts would unnecessarily increase the danger to both residents and staff because the new workers have not worked at this facility and do not have personal relationships with residents. As Brenda Welch credibly testified, the Union's proposed alternative would be "very dangerous" to both staff and residents.

4. In making these findings, this Court has relied heavily on the testimony of Mr. Dunlap and Ms. Welch. Both are highly qualified individuals in this field and have spent many hours at the JTDC working on these problems and considering alternative solutions. Both individuals were appointed by this Court, and they have submitted to this Court thorough, detailed, and credible reports about the operations and conditions at the JTDC. The Union offered no testimony to undermine the testimony of these two court-appointed experts. Mr. Garcia, the Union representative, is not an expert in the field and it was clear from his testimony

that his sole focus was on the Union's rights under the Collective Bargaining Agreement and he had not seriously addressed the larger problems created by this staffing crisis.

5. The Court, with the agreement of the TA and the plaintiffs, and without objection from the defendants, therefore grants the TA's Emergency Motion, overrules the Union's objections, and awards the following relief:

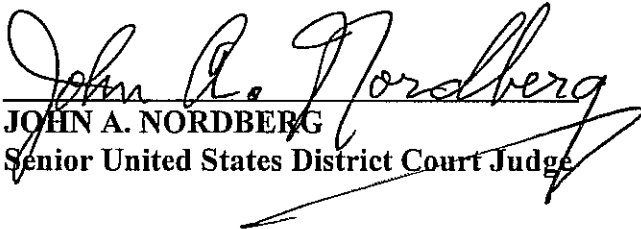
a. Pursuant to Paragraph 5(f) of this Court's August 14, 2007, Agreed Order Appointing A Transitional Administrator, the Court orders that any and all laws of the State of Illinois and Cook County Ordinances that may in any manner, restrain, hinder or prevent the Transitional Administrator from contracting for the temporary services of a private security firm, including Ordinances §§ 34-121, 34-151, and 34-155, are hereby suspended in order to carry out the relief sought in the Emergency Motion.

b. Cook County shall pay all invoices relating to the contract for temporary security services described in the TA's Emergency Motion within 30 days after submission to Cook County.

c. The Court hereby suspends any and all laws of the State of Illinois and ordinances of the County of Cook that require compliance with any provision of the current Collective Bargaining Agreement ("CBA") between Cook County and the Union, as well as said provisions of the CBA itself, including Section 4.11 of the CBA, to the extent necessary and appropriate in the TA's judgment to provide adequate security and safe conditions at the JTDC.

6. Within six months from the date of this Order, the TA will report in writing to the Court, the parties, and the Union on the conditions and status of the issues raised in the TA's Emergency Motion.

ENTER:



JOHN A. NORDBERG
Senior United States District Court Judge

DATED: May 8, 2008