

**IN THE CIRCUIT COURT FOR THE ELEVENTH JUDICIAL DISTRICT
McLEAN COUNTY, ILLINOIS**

American Federation of State, County)
and Municipal Employees, Council 31;)
Charles Carver; Krystle Able; Owen)
McGreger, Sidney Davis,)
)
)
Plaintiffs,)
)
vs.)
)
The Board of Trustees of Illinois)
State University, Aondover Trahule,)
Glen Nelson, Janice Bonneville, and)
Angie Doolin,)
)
)
Defendants.)

Complaint for Declaratory and Injunctive Relief

The Plaintiffs complain against the Defendants as follows:

I. Introduction

1. Plaintiff American Federation of State, County and Municipal Employees is on strike against Illinois State University (“ISU” or “the University”). For, a union and its members, a strike is always a “last resort,” because its members lose income when they are not working. For the University, however, the “cost” of a strike is not lost production (and lost income), it is the loss of services needed for regular operations. To gain leverage to “win” the strike, the University has contracted with companies that have hired temporary employees to cross picket lines and perform the work of the strikers. This action is illegal. It violates the 2004 amendments to the Employment of Strikebreakers Act, which prohibit employers from replacing strikers by entering into contracts with companies in the business of providing day and

temporary labor. 820 ILCS 30/2. This lawsuit seeks to enjoin University officials from their illegal actions.

II. Parties

2. Plaintiff American Federation of State County and Municipal Employees, Council 31, (“AFSCME” or “Council 31”) is a labor union. Along with AFSCME Local 1110, AFSCME is the exclusive bargaining representative of building services, grounds and dietary employees of Illinois State University.

3. Plaintiff Charles Carver is the President of AFSCME Local 1110. Plaintiff is classified as a building service worker by the State University Civil Service System.

4. Plaintiff Owen McGreger is a student at ISU. He lives in a dormitory maintained by building service workers of the University and eats meals in dining halls that are prepared by dietary employees of ISU.

5. Plaintiff Sidney Davis is a student at ISU. He lives in a dormitory maintained by building service workers of the University and eats meal in dining halls that are prepared by dietary employees of ISU.

6. Plaintiff Krystle Able is the Supervisor of Normal Township.

7. Defendant, the Board of Trustees of Illinois State University (“Board of Trustees”) is a public corporation established by 110 ILCS 675 to "operate, manage, control and maintain Illinois State University in accordance with the rights, powers and duties now or hereafter vested by law in the Board." Pursuant to the governing documents of the Board of Trustees, the “Board has been given by statute the usual powers and duties of public corporations, including the power to contract; to sue and be sued; to acquire property by purchase, eminent domain or otherwise; to hold and convey real property for the benefit of the people of the State of Illinois and for the use

of Illinois State University; and to expend funds appropriate to Illinois State University, with the proviso that the Board shall not create any liability or indebtedness of funds from the State Treasury in excess of the funds appropriated to Illinois State University.” Board of Trustees Governing Documents, Section A1.

8. Defendant Aondover Trahule is the President of Illinois State University (“ISU”).

9. Defendant Glen Nelson is the Vice President of Finance and Planning of ISU.

10. Defendant Janice Bonneville is the Associate Vice President for Human Resources at ISU.

11. Defendant Angie Doolin is the Assistant Director, Labor Relations & Academic Employee Relations at ISU and has been the Chief Spokesperson for ISU in collective bargaining negotiations.

III. The Strike

12. Council 31 and Local 1110 represent approximately 350 employees of ISU that work in building services, grounds, and dietary. AFSCME has represented civil service employees at ISU for well over 50 years. Council 31 and AFSCME Local 1110 were parties to a collective bargaining agreement with the Board of Trustees that was effective from July 1, 2021 to June 30, 2025. Notwithstanding the expiration of the contract on June 30, 2025, the parties continued to negotiate. They have been unable to reach an agreement.

13. After giving 10 days notice as required by the Illinois Educational Labor Relations Act, AFSCME began a strike on April 8, 2026. Since the beginning of the strike, ISU has refused to change its overall economic offer.

14. ISU has hired at least five contractors to perform the work normally performed by AFSCME members.

15. Four contractors are cleaning contractors. They are:

Rozalado & Co.

Go Green Commercial Cleaning

4 M Building Solutions

Reiko

16. All four companies have hired temporary workers to work during the duration of the strike. The workers have been told that their work will be for the duration of the strike. See Exhibit A 1-4, attached hereto.

17. The Employment of Strikebreakers Act (“Strikebreakers Act”) states that “no person shall knowingly contract with a day and temporary labor service agency to provide a replacement” for striking or locked out employees. 820 ILCS 30/2.

18. The Strikebreakers Act defines “person” as “any individual, partnership, association, firm, corporation, union or group of employees.” 820 ILCS 30/1(b). The Board of Trustees is a “body politic and corporate,” 110 ILCS 675/20-10, and is a public corporation as defined by the University’s governing documents. Accordingly, it falls within the definition of both “person” and “corporation.” The Illinois Courts have held that similar definitions include governmental bodies that are public corporations. *Seidel v. White*, 2015 IL App (1st) 141630-U, ¶ 11.

19. The Strikebreakers Act incorporates the definition of “day labor and temporary service agency” used in the Day and Temporary Labor Services Act. 820 ILCS 30/1(e). That Act defines a day and temporary labor service agency as “any person or entity engaged in the business of employing day or temporary laborers to provide services for a fee, to or for any third

party client pursuant to a contract with the day and labor service agency and the third party client.” 820 ILCS 175/5. The companies who are employing temporary labor to replace the work done by the strikers at ISU are “engaged in the business of employing day or temporary laborers to provide services.”

20. On April 15, 2026, counsel for plaintiff AFSCME wrote to the President and General Counsel of ISU to inform them that the contractors hired to perform work previously performed by the strikers were using temporary employees in violation of the Strikebreakers Act. That letter is attached as Exhibit B.

21. AFSCME has received no response to the letter. Accordingly, ISU is in knowing violation of the Strikebreakers Act.

22. The plaintiffs have a clear legal right defined by the provisions of the Employment of Strikebreakers Act. Governmental employers have greater power in strikes if they can easily replace striking employees with temporary labor hired by contractors. The purpose of the Strikebreakers Act is to ensure a balance of power in labor disputes between employer and their employees and unions. The University’s illegal conduct has disrupted the balance of power in this labor dispute by eliminating the legal protections in the Employment of Strikebreakers Act. Moreover, maintaining a balance of power between the parties to a labor dispute actually leads to more settlements without strikes because all parties must then be reasonable in their proposals. In addition to the clear legal rights created by the Employment of Strikebreakers Act, AFSCME and its members have a fundamental right to engage in collective bargaining under the Workers Rights Amendment to the Illinois Constitution. Ill. Const., Art. I, Sec. 25. Allowing the

University to use illegal means to procure temporary replacement workers is antithetical to that fundamental right.

23. Plaintiffs will suffer irreparable harm from defendants' violations of the Strikebreaker Act. Defendants illegal conduct could increase the power ISU has in the labor dispute and force the AFSCME to accept a less advantageous collective bargaining agreement. Defendants' illegal conduct will also prolong the labor dispute because ISU can more easily maintain its operations notwithstanding the strike. A longer labor dispute will harm the greater University and local community and the students who attend ISU.

24. Plaintiffs have no adequate remedy at law for defendants' violations of the Strikebreaker Act. Defendants' conduct in violation of the law is continuing. In addition, there are no damage remedies for the conduct that defendants are engaging in.

25. The balance of equities favors the injunctive relief in this case. Injunctive relief is supported by the statutory and constitutional provisions that support collective bargaining for public educational employees. It will also increase the likelihood of a prompt settlement to the dispute and ensure that the ISU provides the services that students and their families pay for with their tuition. ISU will not be harmed by the enforcement of the Strikebreakers Act and will not be harmed by reaching a collective bargaining agreement with AFSCME and its members.

26. An actual controversy exists between the parties in this case. Plaintiff AFSCME has demanded that the University cease its illegal conduct in violation of the Strikebreakers Act and the University has continued this conduct.

Wherefore, Plaintiffs request the following relief:

a) that the Court issue a declaratory judgment that the University's actions violate the Strikebreakers Act;

b) that the Court issue preliminary relief restoring the last peaceable, uncontested, status quo between the parties and that enjoins the University from continuing to violate the Strikebreakers Act while this case is heard on the merits;

c) that the Court issue a permanent injunction barring the University from violating the Strikebreakers Act; and

d) that the Court enter any other relief it deems equitable and just.

Respectfully submitted

/s/Stephen A. Yokich

Dowd, Bloch, Bennett, Cervone
Auerbach & Yokich
8 South Michigan, 19th Floor
Chicago, Illinois 60603

312-372-1361 (office)
312-286-6723 (cell)
312-372-6599 (fax)

syokich@laboradvocates.com