

2026 IL App (1st) 252278-U
No. 1-25-2278
Order filed October 20, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23 and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT
SECOND DIVISION

CHICAGO FIREFIGHTERS UNION, LOCAL NO. 2, and JAMES VOVES, Petitioners-Appellants,

v.

CITY OF CHICAGO and CHICAGO FIRE DEPARTMENT, Defendants-Appellees.

Appeal from the Circuit Court of Cook County.
Honorable Allen P. Walker, Judge, Presiding.
No. 23 CH 8773.

JUSTICE VAN TINE delivered the judgment of the court.
Presiding Justice D.B. Walker and Justice Pucinski concurred in the judgment.

ORDER

- ¶ 1 *Held:* We affirm the circuit court's judgment denying plaintiffs' petition to vacate an arbitration award, which upheld James Voves's employment termination, where the arbitrator acted within his contractual authority and the award drew its essence from the collective bargaining agreement.
- ¶ 2 Plaintiffs Chicago Firefighters Union, Local No. 2 (Union) and James Voves appeal from the circuit court's order denying their petition to vacate an arbitration award. The arbitrator found that the City of Chicago (City) and the Chicago Fire Department (CFD) had just cause to discharge

Voves based on his off-duty use of his deceased father's supervising electrician license to obtain electrical permits. On appeal, plaintiffs contend that the arbitrator exceeded the authority granted by the parties' collective bargaining agreement (CBA) and that the award does not draw its essence from that agreement. For the following reasons, we affirm.

¶ 3

I. BACKGROUND

¶ 4 Voves began working as a CFD firefighter in June 2004. Before the events at issue in this case, he had no disciplinary history and was regarded by supervisors and coworkers as a valued firefighter. Voves also had experience in the electrical field and was involved in Chicagoland Electri-Comm, an electrical contracting business that he operated with his father.

¶ 5 Voves's father, who held a City of Chicago supervising electrician license, died in March 2017. After his father's death, Voves continued renewing his father's license and used it to obtain electrical permits for Chicagoland Electri-Comm and others. The Office of Inspector General (OIG) later determined that Voves had obtained more than 40 permits in this manner. Voves testified that he did not profit from obtaining permits for others, and that he had not received complaints or citations concerning the quality of the electrical work.

¶ 6 The OIG began investigating Voves in 2020 after receiving an anonymous complaint. The OIG interviewed Voves in August 2021 with a Union representative present. At the outset, Voves acknowledged that he was advised that he was required to answer questions truthfully, that refusal could lead to discipline, that his statements could be used in an administrative disciplinary proceeding but not in a criminal proceeding, and that he had the right to a Union representative or legal counsel of his choice.

¶ 7 The OIG issued a report in December 2021 concluding that Voves had violated, among other provisions, the Illinois identity theft statute, several provisions of the Chicago Municipal

Code governing electrical contractors and supervising electricians, the CFD Code of Professional Conduct, and the City’s personnel rules. Based on these findings, the OIG recommended discharge. The fire commissioner agreed with the findings and recommendation. After Voves submitted a rebuttal, the CFD discharged him effective March 2, 2022.

¶ 8 Several CBA provisions are relevant to the parties’ dispute. Section 16.2 provides that employees “shall be disciplined and discharged only for just cause” and, when just cause exists, gives the City the option to impose an oral reprimand, written reprimand, suspension, or discharge. Section 10.4 provides that an arbitrator may not amend, modify, nullify, ignore, add to, or subtract from the CBA; may decide only the specific issues of contract interpretation or application appealed to arbitration; and must base the decision solely on interpretation or application of the CBA. Section 17.1 requires employees to comply with all CFD rules, regulations, practices, and procedures. The CFD Code of Professional Conduct, in turn, provides that acts prohibited by Personnel Rule XVIII or by the City Code are subject to discipline up to and including discharge, and Personnel Rule XVIII identifies conduct prohibited by the Municipal Code and Illinois statutes as grounds for discipline.

¶ 9 The dispute proceeded to arbitration. The parties submitted the following issue: “Did the City of Chicago have just cause to discharge Grievant James Voves and, if not, what is the appropriate remedy?” They also stipulated that the arbitrator “shall not consider, make a finding concerning, or decide” whether Voves violated Personnel Rule XVIII, section 1, subsection 43, which concerns secondary employment.

¶ 10 The arbitrator issued his decision on July 17, 2023. He found that Voves had violated several provisions of the Chicago Municipal Code concerning false statements, permit privileges of both electrical contractors and supervising electricians, and that Voves’s use of his deceased

father's identifying information to renew the supervising electrician license violated the Illinois identity theft statute. The arbitrator also concluded that the OIG conducted a thorough investigation and that Voves had an opportunity to respond.

¶ 11 Because the misconduct occurred off duty, the arbitrator considered whether there was a nexus between the misconduct and Voves's employment. He found no evidence that Voves's conduct harmed the CFD's reputation or caused coworkers to refuse or be reluctant to work with him. He nevertheless found the necessary employment connection because electrical safety bears directly on the CFD's fire prevention and public safety missions, and because Voves's conduct enabled electrical work to proceed without the required supervising electrician.

¶ 12 The arbitrator acknowledged Voves's approximately 18 years of commendable service and the personal difficulties he experienced after his father's death. He also reasoned, however, that the conduct was not an isolated lapse: Voves repeatedly renewed and used his father's license over a period of years and ceased only after the conduct was discovered. The arbitrator concluded that the City had just cause to discharge Voves and denied the grievance.

¶ 13 The Union and Voves petitioned to vacate the award. On October 10, 2025, the circuit court denied the petition. The court concluded that the award drew its essence from the CBA, that progressive discipline was not mandatory, that a sufficient nexus existed between the off-duty conduct and Voves's employment, and that the arbitrator had not exceeded his authority.

¶ 14 Plaintiffs appeal.

¶ 15 II. ANALYSIS

¶ 16 On appeal, plaintiffs contend that the arbitrator exceeded the authority the CBA granted him and that his award fails to draw its essence from that agreement. They advance three arguments, all relating to the arbitrator's decision: (1) he improperly adjudicated whether Voves

violated the identity theft statute and municipal ordinances; (2) he applied a nexus standard found nowhere in the CBA; and (3) mishandled the discipline imposed and the investigation that preceded it.

¶ 17

A. Standard of Review and the CBA

¶ 18 On appeal from a judgment on a petition to vacate a labor arbitration award, we review the arbitrator's award rather than the circuit court's reasoning. *City of Chicago v. Fraternal Order of Police, Lodge No. 7*, 399 Ill. App. 3d 707, 711 (2010). Judicial review of a labor arbitration award is "extremely limited." *Griggsville-Perry Community Unit School District No. 4 v. Illinois Educational Labor Relations Board*, 2013 IL 113721, ¶ 18. We must enforce the award if the arbitrator (1) acted within the scope of the authority granted by the parties, and (2) the award draws its essence from the CBA. *Forest Preserve District of Cook County v. Illinois Fraternal Order of Police Labor Council*, 2017 IL App (1st) 161499, ¶¶ 19-20. Whether the arbitrator exceeded that authority or the award failed to draw its essence from the agreement presents a question of law that we review *de novo*. *Id.* ¶ 19.

¶ 19 An award draws its essence from the CBA where the arbitrator limits the decision to interpreting and applying the agreement. *Griggsville-Perry*, 2013 IL 113721, ¶ 19. An arbitrator may consult other sources for guidance but may not base the award on a body of policy or law untethered to the agreement. *Forest Preserve District*, 2017 IL App (1st) 161499, ¶ 20. It is not enough, however, to identify an error, even a serious one. Vacatur is warranted on this ground only when there is no interpretive route from the agreement to the award. *Griggsville-Perry*, 2013 IL 113721, ¶ 20.

¶ 20 Plaintiffs argue that the arbitrator exceeded section 10.4 by independently adjudicating whether Voves violated the identity theft statute and municipal ordinances. We disagree. Section

17.1 requires compliance with CFD rules and regulations. The CFD Code of Professional Conduct makes conduct prohibited by Personnel Rule XVIII or the City Code subject to discipline, and Personnel Rule XVIII expressly identifies violations of the Municipal Code and Illinois statutes as disciplinary offenses. Thus, the arbitrator had an interpretive route through the CBA for considering whether the conduct charged by the CFD constituted violations of those incorporated disciplinary standards.

¶ 21 Plaintiffs characterize the arbitrator’s findings as a “faux conviction” because no court, prosecutor, or licensing authority had previously determined that Voves violated the identity theft statute or the electrical-licensing ordinances. But the arbitrator did not impose criminal punishment or purport to enter a criminal conviction. He determined whether the charged conduct, as measured against standards the CBA itself made grounds for discipline, provided just cause for employment termination. That an arbitrator resolves an incorporated legal standard in the first instance, without a prior adjudication by another tribunal, does not place his decision outside the agreement. Whether the arbitrator correctly found each element of those violations is a merits question, and even a serious error of law on that finding would not warrant vacatur. See *Griggsville-Perry*, 2013 IL 113721, ¶ 20 (it is “not enough to show that the arbitrator committed an error—or even a serious error”).

¶ 22 There is an additional reason to reject this challenge. During the arbitration, the Union invited the arbitrator to decide whether Voves violated the charged statutes and ordinances: its post-hearing brief argued that the City had not satisfied its burden to establish that Voves committed the charged offenses. A party that asks an arbitrator to decide an issue, and loses, may not obtain vacatur by arguing that the arbitrator should not have decided it. See *First Health Group Corp. v. Ruddick*, 393 Ill. App. 3d 40, 49 (2009); *Butler Manufacturing Co. v. United Steelworkers*

of America, 336 F.3d 629, 635 (7th Cir. 2003). The Union responds that it merely mounted a defense to the City's charges and did not enlarge the arbitrator's authority. But whatever the label, the Union litigated the statutory and ordinance questions on their merits without contending that they fell outside the arbitrator's authority; it cannot raise that contention now because it received an adverse judgment.

¶ 23 Plaintiffs' reliance on *Forest Preserve District* does not compel a different result. There, the CBA was silent on the disputed salary-placement issue, the governing personnel rule supplied the applicable method, and the arbitrator disregarded that rule in favor of a different criterion. *Forest Preserve District*, 2017 IL App (1st) 161499, ¶¶ 20-24. Here, by contrast, the CBA itself required compliance with CFD rules, and those rules expressly made violations of state and municipal law disciplinary grounds. Whether the arbitrator correctly applied every element of those laws is a merits question that does not establish an absence of contractual authority. See *Griggsville-Perry*, 2013 IL 113721, ¶ 20.

¶ 24 B. The Stipulation and Nexus Finding

¶ 25 Plaintiffs next contend that the award disregarded the parties' stipulation removing Personnel Rule XVIII, section 1, subsection 43, from the arbitrator's consideration. The record does not support that contention. The stipulation excluded a specific charge concerning compliance with secondary-employment requirements. The award did not find that Voves violated subsection 43 or uphold discharge on that ground. Instead, it addressed the separate statutory, municipal, and professional-conduct provisions charged by the City. The arbitrator therefore did not decide the matter the parties expressly removed from the submission.

¶ 26 We likewise reject plaintiffs' argument that the arbitrator exceeded his authority by using an extra-contractual nexus standard. The parties asked the arbitrator to determine whether just

cause existed, and the CBA does not define “just cause.” Where a CBA leaves that term undefined, the parties have entrusted its application to the arbitrator. *Village of Posen v. Illinois Fraternal Order of Police Labor Council*, 2014 IL App (1st) 133329, ¶ 43. In applying that contractual standard, the arbitrator could look to arbitral sources for guidance without rendering the award “external” to the agreement. See *Griggsville-Perry*, 2013 IL 113721, ¶ 19. Consulting a treatise that surveys how arbitrators have applied the nexus requirement is not the same as basing an award on a body of policy or law untethered to the CBA. See *Forest Preserve District*, 2017 IL App (1st) 161499, ¶ 20. Moreover, the standard the arbitrator applied was materially the one the Union proposed in its own post-hearing brief, which described the nexus inquiry as whether the off-duty conduct harmed the City’s reputation, affected the employee’s job performance, or affected coworkers’ willingness to work with him. Having urged that framework below, the Union cannot complain that the arbitrator applied it.

¶ 27 The nexus analysis remained tied to the employment relationship and drew its essence from the CBA. Applying the just-cause standard, the arbitrator asked whether Voves’s off-duty conduct harmed CFD’s reputation, rendered him unable to perform his duties, or caused coworkers to refuse or be reluctant to work with him.¹ He found the first and third considerations unsupported but found the second satisfied, reasoning that the misconduct concerned electrical permitting and supervision and that preventing and responding to fires caused by electrical hazards is central to CFD’s mission. That reasoning construes the CBA’s just-cause requirement in light of the employer’s function; the arbitrator did not “dispense his own brand of industrial justice.”

¹The parties do not dispute that these are the appropriate considerations for assessing nexus. The arbitrator articulated them in the disjunctive, and the Union advanced a materially identical formulation in its post-hearing brief. We therefore take the framework as a given and address only the question the parties join: whether the arbitrator permissibly found it satisfied here.

Griggsville-Perry, 2013 IL 113721, ¶ 19. Because an interpretive route runs from the CBA's just-cause standard to the arbitrator's nexus finding, the award draws its essence from the agreement, and our review is at an end. *Id.* ¶¶ 18-19.

¶ 28 However, plaintiffs urge that, having found two of the three considerations unmet, the arbitrator could sustain the third only by invoking the American Bar Association's *Preventing and Managing Workplace Violence: Legal and Strategic Guidelines* for the proposition that the nexus required of firefighters "may be lowered" and shown through a connection "between the conduct of the employee and the mission of the employer." See *Preventing and Managing Workplace Violence: Legal and Strategic Guidelines*, "Discipline for Off-Duty Conduct," 130-31 (2008). That standard, plaintiffs say, appears nowhere in the CBA. But that does not alter our conclusion. The three considerations are not contractual elements. The arbitrator framed them in the disjunctive: conduct that harmed the employer's reputation, rendered the employee unable to perform his duties, *or* caused coworkers to refuse to work with him. By its own terms, that formulation allowed a nexus finding on any one of the three. Neither the CBA nor the arbitrator's framework required all three to be met, and he was free to rest his determination on the consideration he found supported. That the arbitrator drew on a mission-based understanding of nexus for a public-safety employee does not import a foreign standard into the agreement. Rather, it merely gives content to the very term the parties left for him to construe. An arbitrator "may of course look for guidance from many sources," and does not exceed his authority by consulting external material in the course of interpreting the CBA, "so long as [the award] draws its essence from the collective bargaining agreement." *Griggsville-Perry*, 2013 IL 113721, ¶ 19.

¶ 29 What remains of plaintiffs' argument is a disagreement with the weight the arbitrator gave the evidence. They emphasize Voves's unblemished firefighter performance and the absence of

any showing that his electrical work failed inspection or caused a fire. But those points ask us to reevaluate the strength of the arbitrator's nexus finding, and it is "not enough to show that the arbitrator committed an error—or even a serious error." *Griggsville-Perry*, 2013 IL 113721, ¶ 20. Having identified an interpretive route from the CBA to the award, we may not set the award aside because we might have weighed the evidence differently. *See Village of Posen*, 2014 IL App (1st) 133329, ¶ 43.

¶ 30 C. Discipline and Investigative Process

¶ 31 Finally, plaintiffs argue that the arbitrator effectively treated discharge as automatic. But section 16.2 does not require sequential discipline; when just cause exists, the City may choose among an oral reprimand, written reprimand, suspension, or discharge. The arbitrator also considered Voves's lengthy service and the personal difficulties after his father's death but found the repeated nature of the conduct outweighed them. Whether a lesser penalty was preferable is not for us to decide.

¶ 32 Nor does Voves's continued employment during the investigation compel a different result. The OIG issued its report on December 29, 2021, and the CFD discharged Voves on March 2, 2022, after the disciplinary process and his rebuttal. In any event, the timeline concerns the weight of the City's nexus and penalty evidence, which the arbitrator considered.

¶ 33 Finally, plaintiffs challenge the OIG interview. The record shows that Voves was told he had to cooperate, that his statements could be used administratively but not criminally, and that he could have a Union representative or counsel of his choosing. He acknowledged those rights, and a Union representative attended. Plaintiffs identify no CBA provision requiring independent counsel or making these procedures a basis to vacate. The arbitrator found the investigation fair; we may not reweigh that determination. *See Griggsville-Perry*, 2013 IL 113721, ¶ 18.

¶ 34

III. CONCLUSION

¶ 35 For these reasons, we affirm the judgment of the circuit court of Cook County.

¶ 36 Affirmed.