

Hearing Date: 3/10/2022 10:00 AM - 10:00 AM  
Courtroom Number: 2302  
Location: District 1 Court  
Cook County, IL

12-Person Jury

FILED  
11/10/2021 2:44 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL

15552096

Chancery Division Civil Cover Sheet  
General Chancery Section

(12/01/20) CCCH 0623

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

CHICAGO FIRE FIGHTERS UNION, LOCAL No. 2, etc.

Plaintiff

v.

CITY OF CHICAGO, et al.

Defendant

2021CH05715

Case No: \_\_\_\_\_

CHANCERY DIVISION CIVIL COVER SHEET  
GENERAL CHANCERY SECTION

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

Only one (1) case type may be checked with this cover sheet.

- |      |  |      |   |
|------|--|------|---|
| 0005 | Administrative Review                          | 0017 | Mandamus  |
| 0001 | Class Action                                   | 0018 | Ne Exeat  |
| 0002 | Declaratory Judgment                           | 0019 | Partition                                       |
| 0004 | <input checked="" type="checkbox"/> Injunction | 0020 | Quiet Title                                     |
| 0007 | General Chancery                               | 0021 | Quo Warranto                                    |
| 0010 | Accounting                                     | 0022 | Redemption Rights                               |
| 0011 | Arbitration                                    | 0023 | Reformation of a Contract                       |
| 0012 | Certiorari                                     | 0024 | Rescission of a Contract                        |
| 0013 | Dissolution of Corporation                     | 0025 | Specific Performance                            |
| 0014 | Dissolution of Partnership                     | 0026 | Trust Construction                              |
| 0015 | Equitable Lien                                 | 0050 | Internet Take Down Action (Compromising Images) |
| 0016 | Interpleader                                   |      | Other (specify) _____                           |

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CHICAGO FIRE FIGHTERS UNION, )  
LOCAL NO. 2, INTERNATIONAL )  
ASSOCIATION OF FIRE FIGHTERS A.F.L – )  
C.I.O. – C.L.C., )

Plaintiff, )

v. )

Case No.: 2021CH05715

CITY OF CHICAGO, CHICAGO FIRE )  
DEPARTMENT, CITY OF CHICAGO )  
DEPARTMENT OF HUMAN RESOURCES )  
LORI LIGHTFOOT, in her official capacity as )  
MAYOR of the CITY OF CHICAGO, )  
ANNETTE NANCE HOLT, in her )  
official capacity as Commissioner of the Fire )  
Department, CHRISTOPHER OWEN, in his )  
Official capacity as Commissioner of the City )  
Of Chicago Department of Human Resources, )

Defendants. )

**VERIFIED COMPLAINT  
FOR DECLARATORY AND INJUNCTIVE RELIEF**

Plaintiff, the Chicago Fire Fighter’s Union, Local No. 2, International Association of Fire Fighters A.F.L.-C.I.O.-C.L.C. (“Union” or “Local No. 2”), hereby file this Verified Complaint against Defendants, City of Chicago (“City”), the Chicago Fire Department (“CFD”), The City of Chicago Department of Human Resources (“HR Department”); Lori Lightfoot, in her official capacity as the Mayor of the City of Chicago; Annette Nance Holt, in her official capacity as the Commissioner of the Chicago Fire Department; and Christopher Owen, in his capacity as the Commissioner of the City of Chicago Department of Human Resources (collectively, the “Defendants”), to seek injunctive relief in aid of arbitration of Union grievances challenging the unilateral implementation of new terms and conditions of employment imposed on Local No. 2

members by the City's COVID-19 Vaccination Policy ("C-19VP). See Exhibit 1, C-19VP.

Similar to the Unions representing thousands of other City employees, Local No. 2 is seeking injunctive relief and a declaration from this Court that the City must maintain the status quo in the collective bargaining agreement ("CBA") and resolve the dispute regarding the COVID-19 Vaccination Policy, most critically, the City's December 31, 2021 deadline for fire fighters to be fully vaccinated, through interest arbitration, which is required as part of the City's obligation to bargain in good faith with the Union over mandatory subjects of bargaining.

The requested injunction will be consistent with this Court's recent orders and will prevent the irreparable harm to the Local No. 2 members who, absent an injunction, will be forced to receive vaccinations to which they have significant objections. An arbitration award after the fact for more than 20% of the CFD members, would not remedy the harm caused to them by the forced vaccination. An injunction in aid of arbitration is therefore necessary "in order to protect the integrity of the arbitral process," *Am. Fed. State County & Mun. Ess. Council 31 v. Schwartz*, 343 Ill. App.3d 553, 561 (5<sup>th</sup> Dist. 2003), and to preserve the availability of "an effective arbitral remedy." *Id* at 567.

### **NATURE OF THE ACTION**

1. This suit is filed pursuant to the provisions of the Illinois Code of Civil Procedure 735 ILCS 5/2-701 (declaratory relief), 735 ILCS 5/11-101 (temporary restraining order), the Illinois Public Labor Relations Act, 5 ILCS 315/1, et. seq., the Uniform Arbitration Act 710 ILCS 5/1, et. Seq., and the Municipal Code of the City of Chicago to: (a) declare the City's COVID-19 vaccination policy void ab initio; or, in the alternative (b) enjoin Defendants' non-compliance with the terms of the parties CBA based on their unilateral implementation of a COVID-19 vaccination policy that changed the terms and conditions of the fire fighters' employment and refusal to

bargain with the Union regarding the same; (c) declare, order, and compel the Defendants to preserve the status quo pending resolution of the parties' dispute regarding the COVID-19 vaccination mandate; and (d) order and compel the Defendants to proceed with arbitration prior to mandating the vaccination.

2. This case presents a justiciable matter over which this Court has original jurisdiction pursuant to: (1) Article VI, Section 9 of the Constitution of the State of Illinois; (2) Section 16 of the Illinois Uniform Arbitration Act, 710 ILCS 5/16; (3) Section 8 of the Illinois Public Labor Relations Act (which states that the grievance and arbitration provisions of any CBA shall be subject to the Illinois Uniform Arbitration Act), 5 ILCS 315/8; and (4) Section 16 of the Illinois Public Labor Relations Act, 5 ILCS 315/16.

3. Venue is proper in this judicial circuit pursuant to 735 ILCS 5/2-101 and 2-103 and 710 ILCS 5/17 as one or more of the Defendants reside in or have a principal place of business in Cook County, Illinois. Moreover, all or part of the acts or transactions complained of in this matter occurred in Cook County, Illinois.

#### **THE PARTIES**

4. The Union is a "labor organization," as that term is defined by § 3(i) of the Illinois Public Labor Relations Act ("the Labor Act"), 5 ILCS 315/3(i). Local No. 2 serves as "exclusive representative," as defined by the Labor Act §3(f), for those career service and uniformed employees of defendant, City of Chicago, who are assigned to the Chicago Fire Department (CFD), and who hold positions below the CFD ranks of Deputy District Chief and Assistant Deputy Chief Paramedic. The Union is a party to a CBA with the City with a term of July 1, 2017 through June 30, 2021. *See Exhibit 2*, Labor Contract between Local No. 2 and the City.

5. Defendant, the City, is an incorporated municipality under the Illinois Municipal Code, 65 ILCS 5/1-1-2 and 5/1-1-3. It operates and has a principal place of business in Cook County, Illinois. The City is also a "public employer" within the meaning of the Illinois Public Labor Relations Act. 5 ILCS 315/3(o).

6. Defendant Lori Lightfoot is the Mayor of the City of Chicago. Mayor Lightfoot has the obligation and authority to follow and comply with the ordinances of the City of Chicago and statutes of the State of Illinois, and any other order that may be issued by this Court. Mayor Lightfoot also has the authority and responsibility to comply with the terms of the CBA between the parties.

7. Defendant, Chicago Fire Department ("CFD"), is an executive department of the municipal government of the City and operates in Cook County.

8. Defendant, Annette Nance-Holt is the Commissioner of the CFD and the chief executive officer of the CFD. Commissioner Nance-Holt has responsibility for the general management of the CFD. She has the authority and the responsibility to comply with the terms of the CBA between the parties.

9. Defendant, City of Chicago Department of Human Resources ("HR Department") is an executive department of the municipal government of the City and operates in Cook County.

10. Defendant, Christopher Owen is the Commissioner of the HR Department. Commissioner Owen has responsibility for overseeing compliance with the City's personnel policies, including compliance with the COVID-19 vaccination policy at issue in this Complaint.

### **FACTS**

11. For the past 40 years, the City and Local No. 2 have participated in collective bargaining negotiations resulting in a series of collective bargaining agreements ("CBAs"). The

current agreement between the City and the Union is attached as Exhibit 2.

12. On January 21, 2021, timely notification was sent to the City by Local No. 2, pursuant to Article XX, Section 20.1 of the CBA, requesting the parties commence negotiations for a successor agreement, as the current CBA was set to expire in June 2021. *See* Exhibit 3, 1/21/21 Letter from Local No. 2 to City. During the pendency of negotiations and impasse resolution procedures, the terms of the CBA continue to bind the Union and the City. 5 ILCS 315/14(I).

13. Thereafter, having heard no response from the City in six months, Local No. 2 sent another letter to the City, requesting that the parties begin negotiations over a successor agreement. *See* Exhibit 4, 7/16/21 Letter from Local No. 2 to City.

14. The City did NOT reply to Local No. 2's July 16, 2021 bargaining demand.

15. On or about August 20, 2021, in an announcement by Mayor Lightfoot, certain City employees, including the CFD bargaining unit members represented by Local No. 2, were notified that the City intended to issue a mandate that each such employee – as a condition of continued paid active duty employment – would have to become vaccinated by one of the COVID-19 vaccinations and an employee's failure to satisfy the vaccination mandate would result in the employee being placed on a non-disciplinary unpaid leave of absence.

16. In response to the City's announcement as described in ¶16, and in a letter dated August 23, 2021, Local No. 2's President, James Tracy, III, sent letters to Mayor Lightfoot and Commissioner Nance-Holt, demanding "bargaining over the City's announced intention to mandate Local 2 Members receive COVID-19 vaccinations . . ." *See* Exhibit 5, 8/23/2021 letter to City from Local No. 2.

17. The City did NOT reply to Local No. 2's August 23, 2021 bargaining demand.

18. On September 24, 2021, members of Local No. 2 were notified that they were being required by the City to be fully vaccinated against COVID-19 no later than October 15, 2021. *See Exhibit 6, 9/24/21 City Announcement Email Correspondence.*

19. In response, on the same date, Local No. 2 renewed its demand that the City bargain over this “mandate.” *See Exhibit 7, 9/24/2021 letter to City from Local No. 2.*

20. On October 8, 2021, the City’s COVID-19 Vaccination Policy was unilaterally implemented by the City without ever bargaining regarding the change in the terms and conditions of the fire fighters’ employment with the Union. *See Exhibit 1.*

21. Specifically, C-19VP imposed several new rules and terms of employment that the City did not negotiate with the Union regarding, including the following:

- A. A requirement that fire fighters report their COVID19 vaccination status to the City on or before October 15, 2021;
- B. A rule requiring that fire fighters who fail to report their vaccination status on or before October 15, 2021 shall be placed in a non-disciplinary, no-pay status until they have reported their vaccination status;
- C. A requirement that fire fighters become fully vaccinated against COVID-19 by October 15, 2021 or test twice weekly in accordance with the requirements of the policy;
- D. A requirement that the testing be done on the employees own time at their own expense; and
- E. A rule requiring non-exempted employees who have not become fully vaccinated by December 31, 2021 to be placed on non-disciplinary, no pay status until they have become fully vaccinated.

22. Immediately thereafter, Local No. 2 filed an unfair labor practice charge complaining that the City’s announcements on August 20, 2021, and September 24, 2021, of its intention to place on a non-disciplinary unpaid leave of absence any CFD bargaining unit employee who failed to receive one of the COVID-19 vaccinations by December 31, 2021, constituted an unfair labor practice because the City had failed to bargain over these COVID-19 issues with Local No. 2. *See Exhibit 8, ILRB Complaint, Case No. L-CA-22-006.*

23. On October 12, 2021, the Union again reached out to the City and demanded to bargain for a third time over the now implemented COVID-19 vaccination policy. *See Exhibit 9*, 10/12/21 letter to City from Local No. 2.

24. Likewise, on the same date, Local No. 2 filed another unfair labor practice charge complaining that C-19VP amounted to a change in the conditions of employment and the City's unilateral implementation of the policy on October 8, 2021, occurred after Local No. 2 had initiated arbitration proceedings over the C-19VP and commenced negotiations for a successor agreement and after Local No. 2 had demanded to bargain on multiple occasions regarding the policy. *See Exhibit 10*, ILRB Complaint, Case No. L-CA-22-007

25. Having received no response from the third demand to bargain on October 12, 2021, Local No. 2 filed a grievance with the CFD challenging the City's unilateral implementation of the C-19VP as a violation of Articles 16.2 (discipline and discharge), 17.2 (rules and regulations), 17.3 (rules and regulations), XIX (guarantee of terms), and all other applicable provisions of the CBA. *See Exhibit 11*, 10/19/21 Grievance. The grievance alleges that the Local No. 2 members were not provided their due process rights, that the C-19VP was not bargained over or resolved through appropriate impasse resolution procedures after negotiations over a successor agreement were initiated and after the Union demanded to bargain, that the Local No. 2 members were treated differently than other City employees, and that the City was violating the collective bargaining rights of the fire fighters with its unilateral implementation of this policy. *Id.*

26. The City has NOT responded to this grievance.

27. On October 14, 2021, the Fraternal Order of Police Chicago Lodge No. 7, as representative for the City's police officers, and additional plaintiffs filed a Verified Compliant



for Declaratory and Injunctive Relief in Circuit Court challenging the City's unilateral implementation of the C-19VP policy. Thereafter the Plaintiff's filed an emergency motion for injunctive relief.

28. Despite the filing of that Complaint by the FOP, the City remained steadfast in its implementation of C-19VP.

29. Beginning on October 15, 2021, the City has placed more than forty (40) plus fire fighters on non-disciplinary no pay status for alleged violations of C-19VP.

30. Local No. 2 also filed grievances on behalf of individual fire fighters placed on non-disciplinary no pay status pursuant to C-19VP. *See Exhibit 12*, Sample of Additional grievances filed by Local No. 2. These grievances allege that individual fire fighters were placed on unpaid leave for noncompliance with the City's C-19VP in violation of the CBA.

31. The City has NOT responded to these grievances.

32. On November 1, 2021, Judge Raymond Mitchell issued an Order granting Plaintiff's motion for temporary restraining order in aid of arbitration in part, specifically staying the bargaining unit members' mandate to comply with the vaccination requirement by 12/31/21 until such time as the grievance can be arbitrated and denying the motion in regards to other aspects of the C-19CP policy. *See Exhibit 13*, 11/1/21 Court Order.

33. Despite the Court's ruling, on November 4, 2021 the City of Chicago issued a vaccination policy reminder reiterating the policy that for those employees not vaccinated, the deadline to be fully vaccinated pursuant to the policy remains 12/31/21. *See Exhibit 14*, 11/4/21 City Announcement.

34. On November 5, 2021, twenty-three (23) Unions representing multiple different classifications of City employees filed a Complaint for Temporary Restraining Order and

Injunctive Relief in aid of arbitration of grievances challenging the City's unilaterally imposed, mandatory C-19VP.

35. To date, the City has refused to formally negotiate and bargain in good faith with Local No. 2 regarding C-19VP and has refused to arbitrate the Unions grievances relating to the same. There were informal discussions regarding arbitration of the C-19VP issues; but those discussions were abruptly halted by the City on or around November 8, 2021 with no resolution.

36. The CBA between the parties requires that "any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner. *See Exhibit 2*, Article X, Grievance Procedure, Section 10.1. Further, if a grievance remains unresolved, either party may, by written notice to the other party, invoke arbitration. *Id* at Section 10.2. The Union has requested the parties arbitrate the disputes concerning the policy and, to date, the City has declined to pursue arbitration. Therefore, the exclusive remedy for settling grievances is final and binding arbitration as set forth in the agreement. *Id.*

37. Further, pursuant to the Illinois Labor Relations Act § 14(l), once Local No. 2 initiated arbitration proceedings over the C-19VP and commenced negotiations for a successor agreement, then "during the pendency of proceedings before the arbitration panel, existing wages, hours, and other conditions of employment shall not be changed by action of either party without the consent of the other . . ." 5 ILCS 315/14(l).

38. The City's unilateral implementation of a policy that mandates bargaining, without bargaining with the Union regarding same, requires Local No. 2 to seek this Court's intervention.

**COUNT I**  
**VIOLATION OF THE CHICAGO MUNICIPAL CODE**

39. Plaintiffs re-allege and incorporate by reference Paragraphs 1-38 as if fully alleged

herein.

40. The City's C-19VP was adopted by the Mayor and/or the City's Department of Human Resources without authorization as required by the Municipal Code of Chicago.

41. The City of Chicago, through its Department of Human Resources, has promulgated and implemented C-19VP.

42. Pursuant to the Municipal Code of Chicago, the commissioner of human resources, Christopher Owen ("Owen") is the chief executive officer of the Department of Human Resources. Municipal Code of Chicago §2-74-020.

43. Owen is responsible for issuing human resource rules, which are also referred to in the Municipal Code as personnel rules.

44. In accordance with the Municipal Code of Chicago, Owen is required to give public notice in one or more newspapers of general circulation, prior to the effective date of any such personnel rule, and in no case shall such publication occur less than ten days before the effective date of the proposed rule or amendment to the rule. Such public notice shall include information concerning where the rules can be reviewed and where comments may be directed. Municipal Code of Chicago §2-74-050.

45. Owen failed to publish the C-19VP in accordance with §2-74-050 of the Municipal Code of Chicago. The failure to follow the procedures set forth in the code renders the C-19VP null and void.

46. Owen does not have the authority to promulgate rules which circumvent the CBA between the Union and the City. Yet, the implementation without notice of C-19VP bypassed the parties agreed to disciplinary procedure and stripped the members of their right to have disputes regarding mandatory subjects of bargaining resolved through arbitration.

47. Employee obligations, such as those set forth in C-19VP, must be ordained by the corporate authorities in the City of Chicago. That did not occur.

48. Acts taken without authority or in contravention of Department regulations are a nullity. *Scanlon v. Faitz*, 57 Ill.App.3d 649, 15 Ill.Dec. 268, 373 N.E.2d 614 (1978) (improperly issued permits were nullities); *Metromedia, Inc. v. Kramer*, 152 Ill.App.3d 459, 105 Ill.Dec. 599, 504 N.E.2d 884 (1987) (unauthorized permit is a nullity and confers no rights).

49. The Defendants' unauthorized issuance and implementation of the COVID-19 Vaccination Policy, while failing to adhere to notice and procedural requirements under the Municipal Code, constitute *ultra vires* acts on the part of the Mayor and Owen; therefore, the policy must be declared *void ab initio*.

**WHEREFORE**, Plaintiff Chicago Fire Fighters Union Local No. 2 respectfully prays that this Honorable Court enter an order:

a. Declaring, pursuant to 735 ILCS 5/2-701, that the implementation of the COVID-19 Vaccination Policy is in violation of the Municipal Code of Chicago;

b. Declaring, pursuant to 735 ILCS 5/2-701, that the COVID-19 Vaccination Policy is *ultra vires* and *void ab initio*;

c. For each CFD bargaining unit employee who has been placed on an unpaid leave of absence for purported non-compliance with the COVID testing and reporting requirements, to be reinstated by the City to his or her active duty rank in the CFD, and compensated in accordance with the CBA salary schedule in effect on the date of reinstatement;

d. The City shall reimburse each employee placed on an unpaid leave of absence in the amount such employee would have earned in accordance with the CBA salary schedule in effect during the time each such employee remained on an unpaid leave of absence;

e. In connection with the so called "non-disciplinary" unpaid leave of absence served by any CFD bargaining unit employee because of his or her purported non-compliance with the COVID testing and reporting requirements, the circumstances of an employee's placement on the unpaid leave shall have no bearing on such employee's continued employment with the City and the unpaid leave shall be disregarded by the City – except with respect to the relief required by this complaint – in connection with such employee's tenure with the City.

**COUNT II**  
**INJUNCTION IN AID OF ARBITRATION**

50. Plaintiffs re-allege and incorporate by reference Paragraphs 1-38 as if fully alleged herein.

51. The Illinois Appellate Court has recognized the authority of the circuit court to issue an injunction in aid of arbitration “against an employer when the injunction is necessary to maintain the status quo in order to protect the integrity of the arbitral process.” *Am. Fed. of State, County & Mun. Ees., Council 31 v. Schwartz*, 343 Ill. App. 3d 553, 561 (5th Dist. 2003), and to ensure “an effective arbitral remedy will be preserved while the arbitration procedure is exhausted,” *id.*, at 567.

52. The Union has filed grievances alleging violations challenging the unilateral implementation of the COVID-19 vaccination policy. Those grievances are subject to mandatory, final and binding arbitration under the Union’s collective bargaining agreement with the City.

53. The Union has requested expedited arbitration so that arbitration of the grievances may be completed before the December 31, 2021 deadline for all employees to be fully vaccinated under the Defendants’ mandatory Covid-19 Vaccination Policy.

54. The Union has also requested the City to stay the December 31, 2021, deadline for all employees to be fully vaccinated, pending arbitration of the grievances. The City has failed or refused to negotiate with the Union about its request, let alone agree to it.

55. Each of the grievances filed by the Union is subject to the mandatory, final and binding arbitration procedures of the respective collective bargaining agreement.

56. By unilaterally imposing the C-19VP the City has violated the Union’s respective collective bargaining agreement. The City’s breach of agreement is continuous and ongoing.

57. In addition, the Union is likely to prevail on its grievances.

58. To date, the City has failed to respond formally and has refused to agree informally to an expedited arbitration procedure relating to the Union's challenge of the December 31, 2021 deadline for vaccination of all members.

59. If the Defendants are permitted to enforce the December 31, 2021 deadline for all employees to be fully vaccinated before the Union's grievances can be resolved through arbitration the Union and the members of its bargaining unit will suffer irreparable harm.

60. Further, Local No. 2 itself, will suffer irreparable harm because the unilateral changes made by the City have eroded the morale of employees in the bargaining unit. The City's unilateral action has diminished support for the Union as the exclusive bargaining representative of the employees in its respective bargaining unit.

61. Hundreds of employees in the Union's bargaining unit report being unvaccinated. As of November 8, 2021, the City of Chicago Vaccination portal reports that 92.64% of fire fighters have provided vaccination responses and of that amount 1,049 have reported being unvaccinated. This number represents over 20% of the City Fire Department.

62. For the large percentage of objecting bargaining unit members, no arbitration award after the fact can undo the harm caused as a result of an individual being forced to receive a vaccination to which they have deeply held concerns or objections.

63. In a November 1, 2021, order granting an injunction in aid of arbitration enjoining enforcement of the December 31, 2021 vaccination deadline with respect City police represented by other unions, Judge Raymond W. Mitchell addressed the identical question of the irreparable harm caused by the City's enforcement of its December 31, 2021 vaccination deadline before union arbitration could be completed, as follows:

But what of the December 31, 2021 vaccination requirement? "Obey now, grieve later" is not possible. If every union member complied and was

vaccinated by December 31 (or otherwise exempt), they would have no grievance to pursue and there would be no remedy an arbitrator could award. An award of back pay or reinstatement cannot undo a vaccine. Nothing can. If that aspect of the City's policy was found to violate the collective bargaining agreements, the arbitral process could not restore the parties to their original positions. An award in favor of the police unions would be an "empty victory." Schwartz, 343 Ill. App. 3d at 561. "Obey now, grieve later" would be transformed into "obey now and forever"—without a meaningful opportunity to arbitrate. That constitutes irreparable injury.

This absence of meaningful arbitration is not just an injury to members, it is also an injury to the union itself. It undermines the unions' collective bargaining power and risks diminishing the union in the eyes of its members. *Cf. Duffy Tool & Stamping L.L.C. v. NLRB*, 233 F.3d 995, 998 (7th Cir. 2000) (Posner, J.). The policy underpinning labor law is the promotion of labor peace by encouraging negotiation and bargaining and providing a meaningful forum to resolve disputes.

A copy of Judge Mitchell's November 1, 2021, Order in *Fraternal Order of Police Lodge No. 7 v. City of Chicago*, Case No. 2021 CH 05276, is attached as Exhibit 13.

64. Equity strongly favors granting the Union's requested, narrowly tailored injunction staying only the City's enforcement of the December 31, 2021 deadline for all employees to be fully vaccinated pending arbitration of the Union's grievances. While the Union objects to the City's unilateral implementation of the mandatory reporting and testing elements of the policy, they do not seek to enjoin enforcement of those portions of the City's policy pending arbitration because arguably the members can be made whole by an arbitration award after the fact. Therefore, if the Court grants the Plaintiffs' requested, narrow injunction staying only the December 31, 2021 mandatory vaccination deadline, unvaccinated employees will still be subject to twice-weekly testing for Covid-19. This continuing testing alternative is sufficient to meet the health and safety concerns of the City.

65. Moreover, on information and belief, despite the purported requirements of C-19VP, the City is not currently requiring the personnel of contractors or vendors who have regular direct contact with, or regularly work in close proximity to, City employees, to report their

vaccination status or undergo Covid-19 testing. That the City is not enforcing that part of its policy applicable to individuals working side-by-side with employees in the Union suggests there is no urgent need for all employees to be vaccinated.

66. If the requested injunction is not granted, the Union’s — and its member’s— fundamental rights under their labor agreement and labor law will be irreparably harmed. See 5 ILCS 315/2.

**WHEREFORE**, Plaintiff Chicago Fire Fighters Union Local No. 2 respectfully prays that this Honorable Court enter an order:

a. Declaring that the Union has the right to maintain the status quo to prevent unilateral changes in the terms and conditions of its collective bargaining agreement pending the expedited arbitration of grievances filed to challenge the City’s COVID-19 Vaccination Policy;

b. Restraining Defendants from enforcing, pending arbitration of the Union’s grievances, the December 31, 2021, deadline for all employees to be fully vaccinated under the Defendants’ challenged mandatory Covid-19 Vaccination Policy;

c. Compelling Defendants to proceed to an expedited arbitration of the Union’s grievances challenging the Defendants’ unilateral implementation of the mandatory Covid-19 Vaccination Policy; and

d. Ordering such other appropriate relief which the Court deems equitable and just.

**COUNT III**  
**VIOLATION OF THE LABOR ACT § 14(l) and CBA § 20.2**

67. Plaintiffs re-allege and incorporate by reference Paragraphs 1-66 as if fully alleged herein.

68. On October 12, 2021, the City informed Local No. 2 that the City intended to implement C-19VP because the City and Local No. 2 had reached an impasse in bargaining over that issue. On October 14, 2021, Local No. 2 responded that its demands – dated August 23 and September 24, 2021 – that bargaining commence with respect to the City’s proposed COVID-19 vaccination mandate had been ignored by the City.

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69. When, on October 15, 2021, the City put into effect its COVID-19 Vaccination Policy (dated October 8, 2021) with respect, inter alia, to the CFD bargaining unit represented by Local No. 2, the Defendants did so without affording Local No. 2 the opportunity to bargain and negotiate with the City concerning the terms and conditions – or very existence – of any plan dealing with COVID-19 procedures within the CFD, including the risks posed by COVID-19 to the 5,000 CFD bargaining unit work force represented by Local No. 2. (including vaccinations and/or other treatments). Nor have Defendants agreed to bargain in good faith with the Union over the terms of a COVID-19 policy at any time since Defendants issued C-19VP on October 8, 2021.

70. Pursuant to C-19VP, the Defendants, on or about October 15, 2021, began notifications to CFD bargaining unit members that they were being placed on unpaid leaves of absence because of their failures to use the COVID-19 Employee Testing Portal and/or make twice weekly reports about their COVID-19 testing results.

71. Pursuant to The Labor Act §14(j), the notification to the City on October 14, 2021, that Local No. 2 was requesting that mediation commence concerning the dispute over the City's COVID-10 mandate, constituted the initiation of interest arbitration proceedings. Section 14(j) provides in part, "Arbitration procedures shall be deemed to be initiated by the filing of a letter requesting mediation..." 5 ILCS 315/14(j).

72. Local No. 2's bargaining demands of January 21, July 16, August 23 and September 24, 2021, and in particular Local No. 2's notification to the City on October 14, 2021, that it was requesting mediation, foreclosed the City's unilateral imposition of COVID mandates during the pendency of mediation and interest arbitration, as provided for in § 14(l) of the Labor Act. "During the pendency of proceedings before the arbitration panel, existing wages, hours, and other conditions of employment shall not be changed by action of either party without consent of the

other...” 5 ILCS 315/14(l).

73. The City has ignored the proscriptions of § 14(l) of The Labor Act by its unilateral imposition of C-19VP. The unilateral changes made by Defendants change the status quo and alter the terms and conditions of the fire fighters` employment.

74. Furthermore, the City`s unilateral imposition of C-19VP, along with its ongoing refusal to bargain with Local No. 2 on that issue, constitute a recurring and ongoing breach of the parties` CBA, namely, § 20.2., entitled “Impasse Resolution – Binding Arbitration Board.” By its terms, when the parties have not resolved items in dispute that are subject to negotiations, then pursuant to § 20.2. such “disputed items shall be referred to a three-person (3) Arbitration Board.”

Section 20.2(a) goes on to provide as follows:

- (a) regardless of when or if any demand for mediation or interest arbitration is served by one party or the other, or when the parties mediate or when any service of a demand for interest arbitration is made, the Arbitration Board shall have express authority and jurisdiction to award changes in wages, benefits and all forms of compensation retroactive[ly]...
- (b) \*\*\* The terms of the current Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures . . .(See Exhibit No. 2)

75. Just as the City`s unilateral imposition of C-19VP is in violation of 14(l) of The Labor Act, the unilateral imposition of C-19VP is in derogation of the interest arbitration process of the agreed to dispute resolution procedures in CBA §20.2.

76. The City`s unilateral imposition of C-19VP was and is prohibited by statute (ILRA § 14(l)), and contract (CBA § 20.2), and therefore violates each of these status quo provisions. The fact that the two unfair labor practice charges that Local No. 2 filed with the Illinois Public Labor Relations Board, Case No.. L-CA-22-006, dated October 8, 2021, and Case No. L-CA-22-007, dated October 12, 2021, which, respectively, accuse Defendants of failing to bargain about

COVID-19 procedures and of implementing COVID-19 procedures in violation of §14(l)'s status quo requirements, have yet to be resolved does not diminish the contractual and statutory violations described in this complaint.

77. Arbitration is necessary and appropriate according to the plain language of the CBA and The Labor Act. If the parties were not able to arbitrate this matter, the Defendants could introduce a number of new personnel policies, quickly declare impasse and implement the policies unilaterally.

78. The Illinois Appellate Court has upheld that unions who are not entitled to strike are entitled to arbitration to address disputes, even if the disputes are midterm in their respective contracts. "In reaching impasse in a typical negotiation, an employer has the right to unilaterally implement its final offer and an employee has the right to strike in support of its bargaining demands. *Local Union No. 47 v. National Labor Relations Board*, 927 F.2d 635, 640 (D.C. Cir. 1991); *Hydrologies, Inc.*, 293 N.L.R.B. 1060, 1062 n.13. A union's right to strike provides each party – employer and union – with an economic weapon, and puts the parties on more equal footing. *Local Union No.47*, 927 F.2d at 643, citing *National Labor Relations Board v. Lion Oil Co.*, 352 U.S. 282, 290-91, (1957). The language in the Illinois Labor Relations Act recognizes that employees who were not allowed to strike needed equitable dispute resolution. That resolution was the right to arbitrate disputes, even midterm disputes, such as the one between the City and Local No. 2.

79. Refusal by the Defendants to participate in the interest arbitration process constitutes a breach of the Defendants' contractual and statutory-based collective bargaining obligations.

**WHEREFORE,** Plaintiff Chicago Fire Fighters Union Local No. 2 respectfully prays

that this Honorable Court enter an order:

A. Declaring that the Union has the right to maintain the status quo and prevent unilateral changes in the terms and conditions of its collective bargaining agreement pending interest arbitration of contractual grievances arising, *inter alia*, from any unpaid leaves of absence that Defendants impose on a bargaining unit member allegedly in violation of the C-19VP;

B. Restraining the Defendants from, in any manner, failing and refusing to perform their obligations under the parties' collective bargaining agreement;

C. Restraining the Defendants from implementing a COVID-19 policy – including C-19VP – until the interest arbitration process has been completed;

D. Compelling the Defendants to proceed to arbitration;

E. Ordering such other appropriate relief which the court deems to be equitable and just.

Respectfully Submitted

/s/ Matthew M. Welch  
Attorney For Chicago Fire Fighters Union Local 2

/s/ Erin E. Blake  
Attorney For Chicago Fire Fighters Union Local 2

/s/ John W. Wise  
Attorney For Chicago Fire Fighters Union Local 2

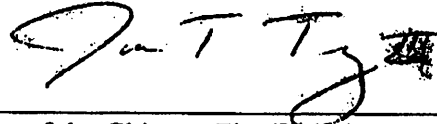
s/ George R. Robinson  
Attorney For Chicago Fire Fighters Union Local 2

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**VERIFICATION**

Under penalties as provided by law pursuant to 735 ILCS 5/1-109 of the Illinois Code of Civil Procedure, the undersigned certified that the statements set forth in the foregoing instrument are true and correct, except as to the matters therein stated to be on information and belief and, as to such matters, the undersigned certifies as aforesaid that I verily believe the same to be true.

A handwritten signature in black ink, appearing to read "J. T. Ty" with a stylized flourish at the end.

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President of the Chicago Fire Fighters Union Local

Date: November 10, 2021

FILED DATE: 11/10/2021 2:44 PM 2021CH05715

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

CHICAGO FIRE FIGHTERS UNION, )  
LOCAL NO. 2, INTERNATIONAL )  
ASSOCIATION OF FIRE FIGHTERS A.F.L – )  
C.I.O. – C.L.C., )

Plaintiff, )

v. )

Case No.:

CITY OF CHICAGO, CHICAGO FIRE )  
DEPARTMENT, CITY OF CHICAGO )  
DEPARTMENT OF HUMAN RESOURCES )  
LORI LIGHTFOOT, in her official capacity as )  
MAYOR of the CITY OF CHICAGO, )  
ANNETTE NANCE HOLT, in her )  
official capacity as Commissioner of the Fire )  
Department, CHRISTOPHER OWEN, in his )  
Official capacity as Commissioner of the City )  
Of Chicago Department of Human Resources, )

Defendants. )

**12 PERSON JURY DEMAND**

Plaintiff, the Chicago Fire Fighters Union, Local No. 2, International Association of Fire  
Fighters A.F.L-C.I.O.-C.L.C., demands trial by jury of twelve (12).

Respectfully Submitted

/s/ Matthew M. Welch  
Attorney For Chicago Fire Fighters Union Local 2

/s/ Erin E. Blake  
Attorney For Chicago Fire Fighters Union Local 2

/s/ John W. Wise  
Attorney For Chicago Fire Fighters Union Local 2

s/ George R. Robinson  
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