

## ACCORD ARBITRATION DEMAND PROCEDURES

Pursuant to the

### AGREED SETTLEMENT ORDER AND ACCORD (“ACCORD”)

Entered in *Shakman, et al. v. Democratic Organization of Cook County, et al.*  
(the “Shakman Case”)

The Arbitration Demand Form (Form 5) must be received by the City of Chicago’s Law Department within **30 days** after the date of the Inspector General’s Case Report. Completed Arbitration Demand Forms should be sent to:

Tracey R. Ladner  
City of Chicago  
Department of Law  
121 North LaSalle Street  
Room 600  
Chicago, IL 60602

**Important Note:** Relief available through the Arbitration Process is limited to monetary awards. No injunctive relief, such as reinstatement or promotion, is available through the Arbitration Process. Such injunctive relief may be available through a legal action filed in a court of law.

For details regarding the Accord Arbitration Process, please review Section IV of the Accord, which is posted on the Inspector General’s Office’s website, [www.chicagoinspectorgeneral.org](http://www.chicagoinspectorgeneral.org), and the Shakman Decree Monitor’s website, [www.shakmanmonitor.com](http://www.shakmanmonitor.com). A summary of the Accord Arbitration Process is set out below.

You have **30 days** after receiving the IGO Case Report to file an Arbitration Demand Form (Form 5) with the City’s Law Department. You must submit a written demand for arbitration on the Arbitration Demand Form (Form 5). The Arbitration Demand should include as much detail as possible to inform the City of Chicago of the claim being asserted and the conduct that is alleged to violate the Accord and the relief sought. The Arbitration Demand must also include:

- (1) a copy of the Accord Complaint Form you submitted to the Inspector General to start the investigation **and**
- (2) a copy of the Inspector General’s Case Report you received at the end of the investigation.

**Settlement Offer.** Within **28 days** of receiving an Arbitration Demand Form, the City of Chicago’s Law Department must either provide a written settlement offer to you or notify you in writing that the City of Chicago has decided not to make a settlement offer (the “Settlement Period”).

You and the City of Chicago may agree in writing to extend the Settlement Period. The decision about whether to make a settlement offers is solely at the discretion of the Law Department. If you accept the settlement offer, the parties will execute a settlement agreement.

Timing of Arbitration. If the you and the City are unable to reach a settlement, within **17 days** of the end of the Settlement Period, the Arbitrator will send you and the City of Chicago's Law Department notice of her or his selection and a proposed arbitration schedule. Arbitrators shall be selected on a rotating basis from an established panel of 10 arbitrators approved by the Court. The proposed arbitration schedule will provide time for the parties to exchange documents and information through discovery and the arbitration should be completed within **120 days** of the selection of the Arbitrator. You and the City, with the Arbitrator's approval, can agree to extend the time for completing the arbitration. The arbitration hearing will be scheduled at a time mutually selected by you, the City of Chicago and the Arbitrator. Failure to complete the arbitration within 120 days, however, will not affect the validity of the Arbitrator's award.

Arbitration Costs. The Arbitrator's fees and any costs of administration will be paid by the City of Chicago. The proceeding shall be electronically recorded. Either party may order a copy of the transcripts at its own expense. Each party is responsible for the costs of compensating its own witnesses and the costs of any transcript, if desired. You may appear on you own behalf, be represented by an attorney, or be represented by any other representative of your choice.

Governing Rules. The arbitration shall be governed by the National Rules for Employment Disputes of the American Arbitration Association, except as modified by the Accord. These rules can be found at the American Arbitration Association's website [www.adr.org](http://www.adr.org).

Arbitrator's Decision. The Arbitrator will issue a written decision within **30 days** of the completion of the arbitration hearing. Remedies are limited to monetary awards. The Arbitrator has no authority to modify any provision of the City of Chicago's Hiring Plan or the Accord.

Attorney's Fees. If you are found to be the prevailing party, the Arbitrator's award will include your reasonable attorneys' fees and costs as determined by the Arbitrator.

Collective Bargaining Agreements. The City of Chicago has collective bargaining relationships with unions representing City of Chicago employees that are governed by the Illinois Public Labor Relations Act, 5 ILCS 315, et. seq. ("Act"). The Accord will be construed and administered consistent with the Act, to the extent that the construction or administration does not conflict with the United States Constitution or federal civil rights laws. If the Arbitrator's decision is based on a conclusion that conflicts with a provision of an existing collective bargaining agreement, either party may file an appeal with the Court concerning the effect of the Act and/or a collective bargaining agreement on the Arbitrator's decision. Any appeal must be filed with the Court within **7 days** of the Arbitrator's decision. The Court will decide the appeal within **28 days** of the filing of the appeal.

Finality of Decision. The Arbitrator's decision is final and binding upon all parties. The federal court overseeing the Shakman Case has sole jurisdiction to review and enforce the Arbitrator's decision. In reviewing and enforcing the decision, the Court will apply the procedures and

standards set forth in Sections 5/11-5/15 of the Illinois Uniform Arbitration Act, 710 ILCS 5/11-5/15, inclusive, and applicable court decisions under those provisions of that Act.

Waiver. If you proceed under the Arbitration Process described herein, you waive any and all rights you may otherwise have arising from the alleged violations of the Accord set forth in your written Arbitration Demand Form.

These statements should not be construed as legal advice. You may consult with a lawyer of your choice about what decisions to make in this area. Neither the Shakman Decree Monitor nor Class Counsel in the *Shakman* Case (that is, the lawyers who represent the named plaintiffs and classes of plaintiffs in this case) are able to provide legal advice about whether an individual should pursue any remedies under the Accord or in a court of law.

Class Counsel recommend that you send your completed Arbitration Demand Forms to the City of Chicago's Law Department via certified mail, return receipt requested, and keep a copy of the Arbitration Demand Form and of any documents that are sent with it.