

CPR EMPLOYMENT DISPUTE ARBITRATION PROCEDURE

Statement of Consideration and Joint Agreement *(Delete this statement in a Voluntary Post-Dispute Arbitration Program.)*

IN CONSIDERATION AND AS A MATERIAL CONDITION OF THE EMPLOYMENT AND CONTINUATION OF EMPLOYMENT OF THE EMPLOYEE AS OF THE DATE THIS EMPLOYMENT DISPUTE ARBITRATION PROCEDURE BECOMES EFFECTIVE, THE EMPLOYEE AND THE EMPLOYER (as defined in Section 1.3 below) (each a "Party" and collectively the "Parties") AGREE TO SUBMIT FOR RESOLUTION PURSUANT TO THIS EMPLOYMENT DISPUTE ARBITRATION PROCEDURE ANY DISPUTE (as defined in Section 1.2 below), IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

Article One: Disputes (and Parties) Subject to the Procedure

1.1. All Disputes (as defined in Section 1.2 below) are subject to this Employment Dispute Arbitration Procedure. *(Delete this section 1.1 if the Program is voluntary or covers only disputes that have already arisen.)*

1.2. The term "Dispute," whether in the singular or plural, means (a) any and all claims, disputes or issues of which the Employee (including former Employee) is or should be aware during the employment relationship or after termination thereof, and which relate to or arise out of the employment of the Employee by the Employer (including without limitation any claim of constructive termination, any benefits-related claim or any related claim against an individual Employee of the Employer), and (b) all Employer claims against that Employee. The term "Dispute" includes, without limitation, contractual and common law claims, as well as statutory or constitutional claims, arising out of or related to any of the following subjects:

- Compensation or other terms or conditions of employment;
- Application or enforcement of any program or policy of the Employer;
- Any disciplinary action or other adverse employment decision of the Employer; or any statement related to an Employee's employment, performance or termination;
- Any agreement between the Employer and the Employee;
- Disputes over the arbitrability of any controversy or claim which arguably is or may be subject to this Employment Dispute Arbitration Procedure;
- Any claim arising out of or related to any current or future federal, state or local civil rights laws, fair employment laws, wage and hour laws, fair labor or employment standards laws, laws against discrimination or harassment, equal pay laws, wage and salary payment laws, plant or facility closing or layoff laws, laws in regard to employment benefits; laws in regard to employment or job protections, family and medical leave laws, laws in regard to privacy, laws against retaliation, and whistleblower laws, including by way of example, but not limited to, the federal Civil Rights Acts of 1866, 1871, 1964 and 1991, the Pregnancy Discrimination Act of 1978, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Corporate and Criminal Fraud Accountability (Sarbanes-Oxley) Act of 2002, and the Employee Retirement Income Security Act of 1978, as they have been or may be amended from time to time;
- Any other dispute arising out of or related to an Employee's employment or its termination.

The term "Dispute" excludes statutory claims for worker's compensation or unemployment insurance, other claims that are expressly excluded by statute, and claims that are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan or the rules of a national securities exchange (*e.g.*, NASD; NYSE). ***(Delete this section 1.2 in a voluntary post-dispute arbitration Program and insert the nature of the dispute in the Post-Dispute Arbitration Submission Agreement, at Appendix 3).***

1.3. The term "Employer" means the employer of the Employee and/or its parent Company, subsidiaries and affiliates and/or their respective directors, officers, employees, or agents and/or affiliated benefits plan administrators and/or plan fiduciaries and their respective employees or agents.

Article Two: Exclusivity, Exhaustion, Waiver and Binding Effect, Provisional Remedies

2.1. All Disputes shall be presented for resolution pursuant to this Employment Dispute Arbitration Procedure.

2.2. This Employment Dispute Arbitration Procedure is the sole and exclusive means for the resolution of any and all Disputes.

2.3. Resolution of any Dispute pursuant to this Employment Dispute Arbitration Procedure is final and binding on the Parties to the fullest extent permitted by law.

2.4. Even if judicially determined not to be final and binding, the Award of the Arbitrator shall be accorded the fullest weight permitted by law.

2.5. The Employee and Employer expressly waive any right to resolve any Dispute through any other means, including by filing a lawsuit in court for trial by the court or before a jury or by becoming or participating as a class member in a class or collective action that would encompass any Dispute. The Parties shall be precluded from bringing or raising in court or before another forum any Dispute which could have been brought or raised pursuant to this Employment Dispute Arbitration Procedure, unless the right to pursue a statutory claim or remedy is preserved by law. In this regard, **nothing in this Employment Dispute Arbitration Procedure is intended to prevent the Employee from filing a complaint or charge with any governmental administrative agency**, including, but not limited to, the Equal Employment Opportunity Commission, the U.S. Department of Labor, and the National Labor Relations Board.

2.6. To the fullest extent permitted by applicable law, any Party may file a complaint or commence an action in a court of competent jurisdiction to obtain an injunction to enforce the provisions of this Employment Dispute Arbitration Procedure or to seek a temporary restraining order, preliminary injunction or other provisional relief to maintain the status quo or in aid of or pending the application or enforcement of this Employment Dispute Arbitration Procedure. Despite such complaint or action, the Parties shall continue to participate in good faith in this Employment Dispute Arbitration Procedure.

2.7 *(Add this Section 2.7 only if it is intended by the parties that class or collective actions will be barred.¹)* To the fullest extent permitted by law, (i) only Disputes between the Employer and the individual Employee are cognizable pursuant to this Employment Dispute Arbitration Procedure; and (ii) this Employment Dispute Arbitration Procedure excludes class and collective actions.

Article Three: Pre-Arbitration Dispute Resolution

3.1. The Parties are encouraged to pursue mediation of a Dispute. If the Dispute is submitted to mediation, the Parties shall attempt in good faith to resolve the Dispute pursuant to the CPR Employment Dispute Mediation Procedure, unless the Parties agree otherwise.

3.2. Voluntary use of other dispute resolution mechanisms is also encouraged.

¹ *The inclusion of this optional section in the CPR Employment Arbitration Procedure is not an endorsement by CPR or by all Committee members of waiver of class or collective claims.*

Article Four: Effective Date and Modification of Employment Dispute Arbitration Procedure

4.1. A continuing Employee is bound by this Employment Dispute Arbitration Procedure one hundred and twenty (120) days after the date of its receipt by that Employee, unless that Employee notifies the Employer, in writing, within ten (10) business days of such receipt, that he/she elects to opt out of this Employment Dispute Arbitration Procedure. A new Employee is bound by this Employment Dispute Arbitration Procedure as of the date of its receipt by that Employee, unless that Employee notifies the Employer, in writing, within ten (10) business days of such receipt, that he/she elects to opt out of this Employment Dispute Arbitration Procedure. The respective date upon which each such continuing or new Employee is so bound is referred to herein as the "Effective Date." Any Dispute arising from an operative event occurring on or after such Effective Date shall be subject to this Employment Dispute Arbitration Procedure.

4.2. Any termination or modification of this Employment Dispute Arbitration Procedure will be effective no less than one hundred and twenty (120) days following written notice. The Employment Dispute Arbitration Procedure in effect prior to such termination or modification shall still apply to any Disputes arising before the termination or modification takes effect.

4.3. A receipt signed and dated by the Employee or a contemporaneous notation signed and dated by the Employer memorializing the receipt by the Employee of a copy of this Employment Dispute Arbitration Procedure shall be presumptive evidence of such receipt by the Employee on said date. *(Delete all of Article 4 in a voluntary post-dispute arbitration program.)*

Article Five: Representation

5.1. The Parties may be (but is not required to be) represented by any individual of their choice. The Employer will not be represented by its inside or outside counsel if the Employee is not represented by counsel and does not consent to having counsel represent the Employer. Regardless of whether the Employee is represented by counsel, the Employer always may be represented by any executive, administrator or professional who happens to be a lawyer so long as that representative does not normally serve in the position of legal counsel to the Employer.

Article Six: Time Limit to Initiate Arbitration

6.1. An Employee shall initiate an arbitration in accordance with the applicable statute of limitations.

6.2. A written agreement between the Parties to submit the Dispute to mediation shall toll the time limit period of paragraph 6.1 until fifteen (15) days after the date on which either Party gives written notice to the other Party that the mediation has concluded.

6.3. The failure of a Party to initiate this Employment Dispute Arbitration Procedure within the time limits set forth in this Article Six shall be deemed a waiver and release of that Dispute, unless the right to pursue a statutory claim or remedy is expressly preserved by law.

6.4. Once a Party initiates this Employment Dispute Arbitration Procedure to adjudicate a Dispute, the failure of the other Party to assert, within the time limit of Article Seven, a related counterclaim of which the other Party knows or should have known, shall be deemed a waiver and release by the other Party with respect to that counterclaim, unless the right to pursue a statutory claim or remedy is expressly preserved by law.

Article Seven: Initiation of Employment Dispute Arbitration Procedure and Time Limit for Counterclaims

7.1. To initiate this Employment Dispute Arbitration Procedure, the initiating party shall give written notice to the other Party and to any person who is alleged to be personally liable in the Dispute.

7.2. The notice shall include a statement of the nature of the claim together with the relevant facts, the remedies being sought, and the address that the claimant will use for the purpose of the Employment Dispute Arbitration Procedure. The statement of claim should be in sufficient detail to permit those to whom notice is given to investigate the merits of the claim and to prepare a response.

7.3. Within thirty (30) days after the claimant's notice is delivered, the respondent shall give the claimant its answer. The answer shall state all available defenses, relevant facts thereto and any related counterclaims then known to the respondent.

7.4. Within thirty (30) days after the respondent's counterclaims, if any, are delivered, the claimant shall give the respondent its answer to those counterclaims, including a statement of the claimant's defenses and relevant facts thereto.

7.5. Claims and counterclaims may be amended before selection of the Arbitrator, and may be amended thereafter with the Arbitrator's consent. Statements in reply to amended claims or counterclaims shall be delivered within thirty (30) days after the addition or amendment.

Article Eight: Timing and Method of Giving Notice

8.1. Any notice, commencing with notice given pursuant to Article Seven, shall be deemed given for the purposes of this Employment Dispute Arbitration Procedure upon delivery by hand or, if mailed, by depositing the notice in a postage-paid envelope, return receipt requested, in a U.S. Postal Service deposit box regularly maintained for this purpose.

8.2. Delivery by hand shall be to a person of suitable age and discretion at the office or address specified in paragraph 8.3. Delivery by hand shall include delivery (i) by a non-U.S. Postal Service package delivery service which provides written proof of delivery or (ii) by electronic facsimile transmission ("fax") which provides an electronically generated proof of fax transmission.

8.3. The Employer shall use the address listed by the Employee with the Employer unless the Employee has given a different address pursuant to Paragraph 7.2. The Employee shall use the Employer's address at his/her work site, to the attention of the executive in charge of employee relations, or such other address as the Employer may designate.

8.4. The production of (i) an affidavit of service, (ii) a signed and dated acknowledgment of receipt, (iii) a signed and dated return receipt, or (iv) an electronically generated proof of fax transmission, shall be adequate proof to presume delivery.

Article Nine: The Arbitrator

9.1. Each Dispute will be decided by a single decision-maker, called the "Arbitrator."

9.2. The Parties will attempt to agree on the selection of the Arbitrator. If the Parties do not promptly agree on an Arbitrator, either Party may request CPR Institute for Dispute Resolution ("CPR") in writing to nominate candidates. The candidates nominated by CPR may reflect any special background characteristics that are desired by the parties or qualified neutral candidates proposed by the parties.

9.3. Upon receiving a request pursuant to paragraph 9.2, CPR shall first attempt to reach agreement between the Parties on the selection of an Arbitrator. Failing agreement, CPR shall submit to the Parties a list of not fewer than five (5) candidates who have been admitted to the bar for not less than ten years, who have had considerable experience in employment law, and who have been screened for potential conflicts of interest. Such list shall include qualified and neutral candidates proposed by the parties (if any) and shall be accompanied by a brief statement of each candidate's professional background, qualifications and rate of compensation. Each Party shall number the candidates in order of preference and shall deliver the list so marked to CPR. Any Party failing without good cause to return the candidate list so marked within ten (10) days after receipt shall be deemed to have assented to all candidates listed thereon. CPR shall designate as Arbitrator the candidate for whom the Parties collectively have indicated the greatest preference (i.e., by receiving the lowest combined score), who does not appear to have a conflict of interest and who is willing to serve. If a tie should result between two candidates, CPR may designate either candidate. If this procedure for any reason should fail to result in designation of the Arbitrator, or if the Arbitrator after appointment is disqualified or becomes unable to serve, CPR shall appoint a person whom it deems qualified.

9.4. The Arbitrator shall be independent and impartial. The Arbitrator shall promptly disclose in writing to the Parties and CPR any circumstances that might cause doubt regarding the Arbitrator's independence or impartiality. The Arbitrator may be challenged for cause if circumstances exist or arise that give rise to justifiable doubt regarding the Arbitrator's independence or impartiality. The fact that the Arbitrator's practice consists predominantly of representing employers or employees shall be disclosed in the statement of professional background but shall not be a basis for a cause challenge. When an Arbitrator has been challenged for cause by a Party, the other Party may agree to the challenge or the Arbitrator may voluntarily withdraw. If neither agreed disqualification nor voluntary withdrawal occurs, the challenge shall be decided by CPR and CPR's decision shall be final and binding on the Parties.

9.5. The services of CPR shall be limited to the selection of the Arbitrator in accordance with this paragraph. If CPR ceases to provide the services set forth in this Article Nine, the Parties shall agree expeditiously to substitute the services of another organization in the selection of the Arbitrator so as to effectuate the purpose and spirit of this Article Nine.

9.6. Unless the Parties agree otherwise, all Disputes related to the Employee shall be submitted in the same proceeding to the Arbitrator.

9.7. Neither CPR nor the Arbitrator shall be liable to either Party for any act or omission in connection with the proceeding. Neither Party shall join, subpoena, or in any manner otherwise involve in any action or proceeding, CPR, anyone affiliated with CPR or the Arbitrator, unless the right to so involve any of them is expressly preserved by law.

9.8. The Arbitrator may hold a management conference with the parties and/or their representatives, in person or by telephone, to resolve matters that will expedite the proceedings.

Article Ten: Venue and Place of Hearing

10.1. The venue of any Dispute shall be the county in which the Employee performed the principal duties of his or her job.

10.2. Unless the Parties otherwise agree or the Arbitrator otherwise directs for good reason, any hearing shall be conducted and deemed held in that county of venue, at a place convenient to the Parties and so designated by the Arbitrator.

Article Eleven: Pre-Hearing Discovery

11.1. The Parties shall cooperate in the voluntary exchange of such documents and information as will serve to expedite the resolution of the Dispute in arbitration.

11.2. Discovery shall be conducted in the most expeditious and cost-effective manner practicable, and shall be limited to that which is relevant and material to the Dispute and for which each Party has a substantial, demonstrable need.

11.3. Upon request, either Party shall be entitled to receive, at least thirty (30) days in advance of the hearing, information and copies of documents that meet the criteria for discovery. Upon request, the Employee shall also be entitled to a true copy of his or her personnel records kept in the ordinary course of business (including without limitation any and all performance evaluations), other than records relating to pre-employment procedures and any reference checks, subject to any condition or limitation imposed by the Arbitrator upon a showing of good cause.

11.4. Upon request, the Employee shall be entitled, at least thirty (30) days in advance of the commencement of the hearing, to take one deposition of an Employer representative designated by the Employee. Upon request, the Employer shall be entitled, at least thirty (30) days in advance of the commencement of the hearing, to take the deposition of the Employee. The Arbitrator upon a showing of good cause may direct that other depositions be taken.

11.5. The Parties shall exchange all discovery requests not later than forty-five (45) days following the date upon which the procedures referenced in Article Seven have been completed. All discovery, including submission of information requested, exchange of copies of documents requested and taking of depositions, shall be concluded at least thirty (30) days in advance of the hearing. The Arbitrator, upon a showing of good cause, may modify the timing of discovery.

11.6. Any disputes relative to discovery shall be presented to the Arbitrator for final and binding resolution.

11.7. The Arbitrator may grant, upon good cause shown, either Party's request for discovery in addition to or limiting that for which this Article Eleven expressly provides.

Article Twelve: Subpoenas

12.1. Counsel may issue subpoenas of witnesses or documents to the extent permitted by applicable law. A party not represented by counsel may request that the Arbitrator issue a subpoena on his or her behalf.

12.2. The Arbitrator may subpoena witnesses or documents to the extent permitted by applicable law, upon his or her own initiative or the request of a Party.

12.3. Unless the Arbitrator directs otherwise pursuant to Article Twenty or Twenty-One, the Party requesting by subpoena the production of any witness or documents shall bear the costs of such production.

Article Thirteen: Order of Presentation

13.1. The order of presentation of evidence at the hearing shall be determined by the Arbitrator.

Article Fourteen: Applicable Law and Burden of Persuasion

14.1. The principles of applicable substantive common, decisional and statutory law shall control the disposition of each Dispute.

14.2. Each Party bears the burden of persuasion on any claim or counterclaim raised by that Party in accordance with the principles of applicable common, decisional and statutory law.

Article Fifteen: Evidence and Argument

15.1. The Arbitrator shall afford each Party a full and fair opportunity to present any proof relevant and material to the Dispute, to call and cross-examine witnesses and to present its argument.

15.2. The Parties shall produce such evidence as the Arbitrator deems necessary to an understanding and determination of the Dispute.

15.3. The Arbitrator shall not be bound by formal rules governing the admissibility of evidence with the exception of applicable law with respect to attorney-client privilege, work product and compromise and offers to compromise.

15.4. The Arbitrator shall be the judge of the relevancy, materiality and admissibility of the evidence offered, and the Arbitrator's decision on any question of evidence or argument shall be final and binding.

15.5. All testimony shall be under oath or affirmation.

Article Sixteen: Confidentiality

16.1. All aspects of the arbitration, including without limitation the record of the proceeding as defined in paragraph 18.3, are confidential and shall not be open to the public, except (a) to the extent both Parties agree otherwise, (b) as may be appropriate in any subsequent proceedings between the Parties, or (c) as may be required in response to a formal request of a governmental agency or legal process, provided that the Party upon whom such formal request or process is served shall give immediate notice of such process to the other Party and afford the other Party an appropriate opportunity to object to such process.

16.2. At the request of a Party or upon the Arbitrator's initiative, the Arbitrator shall issue protective orders appropriate to the circumstances and shall enforce the confidentiality of the arbitration as set forth in this article.

Article Seventeen: Expenses

17.1. Subject to applicable decisional or other law, the Employee shall pay the reasonable expenses of the Arbitration up to an amount equivalent to the court filing fee applicable if the Employee's claim instead had been filed in federal court. The Employer shall bear the remainder of these expenses.

17.2. The "expenses of the arbitration," to which this Article Seventeen refers, shall mean the Arbitrator's professional fees and out-of-pocket disbursements, if any, and the fee for CPR's services in the Arbitrator selection process. Such expenses shall exclude the Parties' own expenses such as their respective attorneys' fees and disbursements, transcripts, or other record of the proceedings, expenses of witnesses and costs of producing other evidence.

17.3. Unless precluded by decisional or other law in the jurisdiction where venue lies for the Arbitration, the Arbitrator's rate of compensation shall be determined at the time of appointment and shall apply to all time spent in connection with the proceeding.

Article Eighteen: Record of Proceeding

18.1. A record of the hearing may be made by audio or video taping or by verbatim transcription. If the Employer elects not to make that record, the Employee may have it made at the Employee's own expense. Any such record shall be made available to all Parties and the to Arbitrator.

18.2. The Arbitrator shall be responsible, in cooperation with the Parties, for assembling the record of the proceeding and shall maintain possession of that record for at least one (1) year after issuing the Award, unless the Parties, with the Arbitrator's consent, agree otherwise.

18.3. The record of the proceeding shall include at a minimum the following: (a) evidence of receipt by the Employee of a copy of this Employment Dispute Arbitration Procedure pursuant to Article Four; (b) the notice, answer and any other materials required by Article Seven; (c) any documents and depositions exchanged pursuant to Article Eleven; (d) any evidence and argument (including any briefs) submitted pursuant to Article Fifteen; (e) the record of the hearing (if any) pursuant to paragraph 18.1; and (f) the Award pursuant to Article Twenty-One.

Article Nineteen: Damages and Relief

19.1. The Arbitrator shall have the authority to decide at any stage in the arbitration a party's request to dismiss a claim or counterclaim, in whole or in part.

19.2. Upon a finding that a Party has sustained his or her burden of persuasion, the Arbitrator shall have the same power and authority as would a judge in a non-jury court

trial to grant any relief that a court could grant, as may be in conformance with applicable principles of common, decisional and statutory law in the relevant jurisdiction.

19.3. Subject to applicable law, both Parties have a duty to mitigate their damages by all reasonable means. The Arbitrator shall take into account in granting relief pursuant to Articles Twenty and Twenty-One the extent of a Party's mitigation or a Party's failure to mitigate.

19.4. The Award of any damages or relief provided for in Articles Twenty and Twenty-One is left to the discretion of the Arbitrator, in accordance with applicable law, and may be made in a bifurcated proceeding.

Article Twenty: Sanctions

20.1. The Arbitrator may award either Party its reasonable attorneys' fees and costs, including reasonable expenses associated with production of witnesses or proof, upon a finding that any claim or counterclaim was frivolous or brought to harass the Employee, the Employer or the Employer's personnel.

20.2. The Arbitrator may award either Party its reasonable attorneys' fees and costs, including reasonable expenses associated with production of witnesses or proof, upon a finding that the other Party (a) engaged in unreasonable delay, (b) failed to cooperate in discovery, or (c) failed to comply with requirements of confidentiality.

Article Twenty-One: The Award

21.1. The Arbitrator shall render a decision and award (collectively the "Award") based solely on the evidence presented, the applicable law and the provisions of this Employment Dispute Arbitration Procedure as interpreted by the Arbitrator.

21.2. The Arbitrator is expected to issue an Award within thirty (30) days after the date set for the final submissions of the Parties. The Award shall be in writing and signed and dated by the Arbitrator and shall be accompanied by a reasoned decision containing express findings of fact (including findings on each issue or fact raised by a Party), the rationale for any grant of (or refusal to grant) monetary damages or other relief and, if necessary to dispose of any issues of law, conclusions of law, discussions of legal authorities and the application of the law to the facts. The Arbitrator shall deliver simultaneously to both parties signed duplicate original copies of the Award.

21.3. The Award may be entered as a judgment in any court of competent jurisdiction.

(Add this section 21.4 if the Award is not to be binding on the Employee:)

21.4. Any other provision of these Rules notwithstanding, the Employee may elect not to be bound by the Award, by written notice to the Company given not more than thirty (30) days from the Employee's receipt of the Award. If the Employee makes such an election, the Employee may assert the claims asserted in this arbitration in a court of law

having jurisdiction. Such action shall be commenced by the Employee not later than the latest of (i) the expiration of the statute of limitations for the cause of action and (ii) 60 days from the date of the written notice to the Company that the Employee elects not to be bound. The Company shall not raise any statute of limitations defense if the Employee commences such action within that 60 day period. In any such action the Award may be introduced in evidence and shall be accorded such weight as the court sees fit.

Article Twenty-Two: Arbitration Statute

22.1. Any proceeding pursuant to this Employment Dispute Arbitration Procedure is deemed to be an arbitration proceeding subject to the Federal Arbitration Act, 9 U.S.C. §§1-16, if applicable, to the exclusion of any state law inconsistent therewith; or, if the FAA is not applicable, to the law of the state of venue.

22.2. The Arbitrator shall have all powers generally granted to arbitrators, except as modified by or otherwise expressly provided in this Employment Dispute Arbitration Procedure. The Arbitrator's Award shall be enforceable as would an arbitrator's award pursuant to the applicable statute.

22.3. If any part of this Employment Dispute Arbitration Procedure is in conflict with any mandatory requirement of applicable law, the statute shall govern, and that part shall be reformed and construed to the maximum extent possible in conformance with the applicable law. This Employment Dispute Arbitration Procedure shall remain otherwise unaffected and enforceable.

22.4. The Award may be vacated or modified only on the grounds specified by the applicable statute.

Article Twenty-Three: Court and Administrative Proceedings

23.1. Nothing in this Employment Dispute Arbitration Procedure shall prevent a Party from pursuing a statutory right which is expressly preserved by law or from bringing a proceeding pursuant to the applicable statute to vacate or enforce an Award or to compel arbitration or seek temporary equitable relief in aid of arbitration.

23.2. Subject to paragraph 23.1, the Parties agree not to commence or pursue any litigation or administrative proceeding on any Dispute, claim or issue subject to the Employment Dispute Arbitration Procedure to the extent that such litigation or proceeding is inconsistent with this Employment Dispute Arbitration Procedure.

Article Twenty-Four: Revision of Employment Dispute Arbitration Procedure

24.1. The Parties to a Dispute for which this Employment Dispute Arbitration Procedure has been initiated may agree in writing to vary the Employment Dispute

Arbitration Procedure at any time before the Arbitrator gives copies of the Award to both Parties.

Article Twenty-Five: CPR Institute for Dispute Resolution

25.1. In preparing and disseminating this Employment Dispute Arbitration Procedure, in designating the Arbitrator or in participating in any other capacity, the CPR Institute for Dispute Resolution is not rendering any legal advice or opinion and is not responsible or liable to either Party for the application or enforcement of this Employment Dispute Arbitration Procedure to specific situations.

Article Twenty-Six: Effectuation of Purpose

26.1. This Employment Dispute Arbitration Procedure shall be broadly interpreted and applied so as to effectuate its purpose and spirit.

26.2. Should any provision of this Employment Dispute Arbitration Procedure be held invalid, illegal or unenforceable, it shall be deemed to be modified so that its purpose can lawfully be effectuated and the balance of this Employment Dispute Arbitration Procedure shall remain in full force and effect. The provisions of this Employment Dispute Arbitration Procedure shall be deemed severable and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

APPENDIX 1

Pre-Dispute Agreement to Abide by Arbitration Procedure Binding on Both Parties for All Future Disputes

[CPR Note: Consider using this form for a pre-dispute arbitration program that mandates employees to use arbitration when disputes arise in the future, with the outcome binding on both parties.]

AGREEMENT ON ALTERNATIVE DISPUTE RESOLUTION

- **THIS IS A VERY SIGNIFICANT DOCUMENT**•
- **THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS**•
- **READ CAREFULLY BEFORE SIGNING**•

I understand that any employment-related dispute that I may have with my Employer, including, but not limited to, any dispute concerning my application for employment and my employment and its termination if I am hired, must be resolved exclusively through the Company's Employment Dispute Arbitration Procedure.

I agree to submit for final and binding resolution pursuant to the Company's Employment Dispute Arbitration Procedure any employment-related dispute, including, but not limited to, common law, contract or tort claims and state and federal statutory discrimination and all other statutory and constitutional claims.

I understand that by signing this agreement, I am waiving any right that I may have to a jury trial or a court trial of any employment-related dispute and any right that I may have to become or participate as a class member in a class or collective action that would encompass my dispute.

I further understand that I am responsible for becoming familiar with the Employment Dispute Arbitration Procedure which more fully defines the employment-related disputes covered by this Agreement, describes the procedures governing the dispute resolution process, and sets forth the remedies that I may obtain.

I acknowledge that I have received the Employment Dispute Arbitration Procedure. If I do not understand or agree with any provisions of the Employment Dispute Arbitration Procedure, I will discuss the provisions with the [Human Resources Department] within the ten (10) business days from the date of my signing of this Agreement. In the absence of notice to the contrary within 10 business days, I agree that I will be deemed to have consented to the terms of the Employment Dispute Arbitration Procedure.

This Agreement is a material term and condition of my employment and is made in exchange for the Company's consideration of my employment application *[or, for current*

employees: in consideration of my continued employment as of this date]. I understand that my application will not be considered [or, for current employees: my employment will not be continued] until I have signed and dated this Agreement. I understand that I may opt out of this Agreement only during a 10-day period following my employment [or, for current employees: my signing and dating this Agreement].

I further understand that, if I am hired by the Company or if my employment is continued by the Company, I will be and remain an employee-at-will and, as such, my employment may be terminated by me or the Company at any time, for any or no reason, with or without notice. Nothing in this Agreement or in the Alternative Dispute Resolution Procedure alters my at-will employment status.

The right to trial and to a trial by jury in court is of value. I understand that I may want to consult an attorney prior to signing this Agreement. However, I understand that I will not be offered employment [or, for current employees: my employment will not be continued] if this Agreement is not signed and returned by me within ten (10) business days of its receipt.

Agreed:

Date _____

Signature

Employee's or Applicant's Typed or Printed Name

Agreed:

[Company Name]

Date _____

Title _____

APPENDIX 2

Pre-Dispute Agreement to Abide by Arbitration Procedure not Binding on the Employee for All Future Disputes

[CPR Note: Consider using this form if the Company decides to implement a pre-dispute arbitration program that mandates employees to use arbitration when disputes arise, with the outcome binding on the employer only.]

I have received and read carefully the Employment Dispute Arbitration Procedure ("the Arbitration Procedure"). In consideration for and as a material condition of my employment and the continuation of my employment with the Company, I agree as follows:

- (a) I will abide by the terms of the Arbitration Procedure.
- (b) If I have questions about the Arbitration Procedure, I will discuss the Arbitration Procedure with the [Human Resources Department] within ten business days of today.
- (c) Arbitration pursuant to the Arbitration Procedure is the exclusive procedure for the resolution of claims by me against the Company; provided, however, that I may elect not to be bound by the arbitrator's award, by written notice to the Company given not more than 30 days from my receipt of the award. If I timely make such an election, I may assert the same claims as asserted in the arbitration in a court of law having jurisdiction in an action commenced not more than 60 days from the date of the written notice to the Company by which I elect not to be bound. In any such action the award may be introduced in evidence.
- (d) THIS AGREEMENT DOES NOT CREATE A CONTRACT OF EMPLOYMENT FOR ANY PERIOD OF TIME, AND MY EMPLOYMENT STATUS IS NOT AFFECTED THEREBY.
- (e) This Agreement and the Arbitration Procedure constitute the entire agreement between me and the Company regarding the resolution of Disputes by arbitration.

I UNDERSTAND THAT I MAY CONSULT AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.

_____ Date: _____
Employee's Signature

[Employee's typed or printed name]

[Company Name]

By: _____ Date: _____
[Title]

APPENDIX 3

ARBITRATION SUBMISSION AGREEMENT FOR EXISTING DISPUTE

[CPR Note: Consider using this form if the Company decides to implement an arbitration program that offers employees the opportunity to use arbitration when disputes arise, but does not require them to do so.]

AGREEMENT made _____, 20__ by and between _____ of _____ ("Employee"), represented by _____; and _____ of _____ ("Company"), represented by _____.

In brief, the employee's claim is as follows _____.

The employee seeks _____.

The Company's response _____.

The employee and the Company both wish to have the differences described above finally adjudicated. The parties hereby agree to private and confidential arbitration of their dispute pursuant to the *CPR Employment Dispute Arbitration Procedure* (the "*Procedure*"), a copy of which is attached to this Agreement. Both parties and their representatives have read the *Procedure*. The parties hereby agree to all provisions of the *Procedure*, except as expressly modified in an exhibit appended to this Submission Agreement and initialed by the parties. We further agree that we will abide by and perform any award rendered by the Arbitrator and that a judgment of a court having jurisdiction may be entered upon the award.

[If the parties have agreed on an arbitrator add:]

The procedure shall be conducted before _____, who shall serve as Arbitrator, who has agreed to serve, and whose compensation has been agreed to between the parties and the Arbitrator. Neither party knows of any circumstances which would cause reasonable doubt regarding the impartiality of the person named as Arbitrator.) The Employee hereby affirms that he/she is entering into this Submission Agreement voluntarily, knowingly, and after full consultation with a representative or counsel of his/her own choosing.

Signed by: _____ Date: _____
Employee

Signed by: _____ Date: _____
Representative of our Counsel for Employee

Signed by: _____ Date: _____
For Company

Signed by: _____ Date: _____
Representative of or Counsel for Company