

EMPLOYMENT DUE PROCESS PROTECTIONS SUPPLEMENT TO THE FORUM CODE OF PROCEDURE 2019

EMPLOYMENT relationships usually are rewarding to the employer and the employee, however, disputes can and do occur. These disputes are often resolved through out-of-court resolution processes, including Mediation and Arbitration. Employees and Employers are encouraged to engage in dialogue and Mediation prior to Arbitration.

In order to ensure a level playing field between the parties, special protections are conferred on Employees who have agreed to use arbitration to resolve disputes with their Employers. This Supplement governs all Employment-related cases filed after September 1, 2015 under the FORUM CODE OF PROCEDURE 2015. Where an Employer's Arbitration Agreement provides greater protections or benefits to the Employee, the Agreement will apply for those terms. FORUM provides all Employees with due process protection, regardless of their status and imposes cost-shifting obligations to Employers where an Employee was required to agree to a pre-dispute arbitration agreement in order to start or continue employment. These protections include:

- Right of Representation
- Convenient Locales
- In-person Hearings at the Employee's election
- Arbitration costs borne for the most part by the Employer
- Waiver of FORUM costs for Employees with qualifying income level
- Availability and ready exchange of necessary information
- Reasoned Awards
- FORUM's affordable fees
- Arbitrators who are former judges or lawyers with active law degrees

DUE PROCESS PROTECTIONS

The FORUM Code of Procedure for Resolving Employment Disputes requires a number Due Process safeguards designed to ensure a fair process for all parties. FORUM reserves the right to reject case filings that do not provide Due Process safeguards for Employees.

1. The Right of Representation provides that parties have the right to be represented by the individual(s) of their choosing.
2. Convenient Locales requires that the locale be the Employee's home state or the state in which the Employee last worked for the Employer.
3. In-person Hearings are available at the election of the Employee without the Employee bearing any additional Arbitrator Hearing Fees.
4. The Arbitration costs borne for the most part by the Employer according to the following fee allocation:
 - a. Employee Claimants will pay a maximum of \$400 in fees toward the arbitration costs and fees, including the cost of a single Arbitrator's

compensation and expenses. If either Party requests a panel of three or more Arbitrators, that party will bear the added expense of the additional Arbitrators' compensation. Parties may agree to a different allocation of fees and expenses post-dispute by informing the FORUM in writing.

- b. The Employer is required to pay the balance of the FORUM and Arbitrator fees, costs, compensation and expenses, including in-person hearings.
 - c. Employer Claimants will pay the filing fee and all the subsequent administration fees and Arbitrator compensation and expenses for claims and counterclaims filed against Employee Respondents.
5. Waiver of FORUM costs for Employees with qualifying incomes of less than 300% of the federal poverty guidelines by submitting a declaration of household income.
 6. Availability and ready exchange of information needed for the dispute. The Arbitrator has the authority to require the production of information deemed necessary to the resolution of the matter.
 7. All Employment Awards are required to be written Reasoned Awards, stating at a minimum the facts, applicable law and the Arbitrator's reasoning.
 8. The FORUM Employment Arbitration panel is restricted to Arbitrators who are former judges or lawyers with active law degrees and employment law expertise.
 9. Arbitrators have the authority to award the same relief that is available in a court.
 10. Arbitrators must comply with all of the ethical standards included in the FORUM Code of Ethical Conduct for arbitrators including an on-going duty to disclose all conflicts of interest.

FORUM CASE ADMINISTRATION

The FORUM administers Mediation and Arbitration procedures using its sophisticated technology, knowledgeable case management teams, and skilled and neutral Mediators and Arbitrators. The result is a predictable, efficient, and affordable proceeding that allows employees and employers to focus on building and maintaining successful relationships.

Employment disputes governed by an arbitration agreement naming FORUM or its CODE, or those naming any other provider or rules and accompanied by a FORUM Submission to Arbitration form may be filed for immediate processing.

To include FORUM and this Code of Procedure in agreements, you may insert one of the clauses below or may customize using the FORUM Clause Guide.

Standard Mediation Clause

The parties agree that any claim or dispute relating to this agreement, or any other matters, disputes, or claims between us, shall be subject to non-binding mediation if agreed to by you and us within 30 days of you or us making a request to the other by letter. Any such mediation will be held in the federal

judicial district in which you reside, and shall be conducted according to the mediation rules of the FORUM.

Standard Arbitration Clause

We agree that any claim or dispute between us shall be resolved by arbitration administered by the FORUM under the Code of Procedure for Resolving Employment Disputes in effect when the claim is filed. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

FORUM SUBMISSION FILING To MEDIATION OR ARBITRATION

Parties may agree to modify an existing arbitration or mediation agreement that names an administrator other than the FORUM to instead call for the arbitration or mediation to be administered by FORUM and/or conducted in accordance with the FORUM rules.

Please complete and submit this form along with the appropriate filing fee to:

FORUM CODE OF PROCEDURES Case Coordinator
6465 Wayzata Blvd., Suite 470
Minneapolis, MN 55426
Phone: 800-474-2371
Fax: 952-345-1160