



ADR Systems Due Process Policy for Employment Arbitration and Mediation

1. ADR Systems Right to Refuse Administration Where Due Process Policy Not Met

- a. Except as where a court decides otherwise, ADR Systems reserves the right to refuse to administer an employment-related arbitration or mediation if ADR Systems deems the arbitration or mediation agreement is inconsistent with this due process policy ("Due Process Policy").
- b. If an agreement does not meet the requirements of the Due Process Policy, the parties can agree to the Due Process Policy in writing at the time of the dispute.
- c. ADR Systems acknowledges that the Due Process Policy is designed to protect employees where the employer presented the pre-dispute arbitration agreement to the employee as a condition of employment or continued employment and it may not apply to situations where an employment arbitration agreement was individually negotiated, as in the case of executive and professional compensation contracts.
- d. ADR Systems will comply with all legislation, regulations, court decisions or other law that makes certain types of pre-dispute employment arbitration agreements invalid or unenforceable, including, without limitation, the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021.
- e. ADR Systems will make best efforts to alert staff and neutrals to the requirements of the Due Process Policy.

2. Minimal Cost to Employee

The cost of the arbitration or mediation must not preclude the employee's full participation. ADR Systems may require the employer to pay all fees and costs except a minimal case filing fee paid by the employee.

3. Mutuality

Both the employer and employee must have the same obligation to arbitrate.

4. Location

The arbitration must not be located more than 50 miles from the employee's place of residence, or if agreed, to be held virtually.

5. Same Remedies and Statutes of Limitation

The same remedies that would be available in court under applicable law must be available to employees, including attorney's fees, arbitration fees and costs, and punitive damages. The same statutes of limitation that would be available in court must be available in arbitration.

6. Fair Access to Information

The procedures must at a minimum provide for core information prior to the arbitration hearing. In most cases this will mean an exchange of documents (including electronically stored information) relevant to any party's claim or defense, identification of witnesses, and one or two depositions for each party.

7. Presentation of Evidence

The process must provide for presentation of testimony and documents at a hearing and cross-examination of witnesses.

8. Reasoned Award

The arbitrator's award must be in writing and include the reasons for the award.

9. Qualified and Diverse Neutrals

The arbitrator or mediator must be experienced or trained in employment matters. The roster of available arbitrators and mediators must be diverse by gender, race, ethnicity, and background.