



A NATIONWIDE FULL SERVICE CONFLICT MANAGEMENT FIRM

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MEDIATION LAW GROUP™ RESOURCES **Sample Streamlined Contractual** **Employment Dispute Resolution Program**

The following is a sample Three-Step Employment Dispute Resolution Program for inclusion in an organization's employment contracts. You are advised to seek independent legal advice from a qualified attorney as to the ramifications of including such alternate dispute resolution language in your contracts.

NOTE: If you incorporate these clauses into a contract, please advise Mediation Law Group™ at 1-866-403-8690 or by email to admin@mediationlawgroup.com

Employer and employee recognize that resolving workplace disputes through processes alternate to the courts is often faster, more economical and confidential than the traditional court process, and tends to preserve relationships between the disputing parties. Therefore, in the event a dispute arises between the parties out of this agreement, or in the event any workplace dispute arises involving Employee, such dispute(s) shall be resolved through the following Streamlined Employment Dispute Resolution Program:

Step 1 - Employee shall first try to resolve the dispute internally, by discussing the matter informally with Employee's _____ (*i.e., department head, vice president, vice president of human resources, etc.*). If the dispute involves claims of sexual or workplace harassment, the informal resolution requirement set forth in this Step 1 shall *not* require Employee to interact with an alleged aggressor. Instead, Employer shall appoint another executive with decision-making authority to work with Employee to attempt to informally resolve the dispute at this Step 1 level. In the event disputes involving termination or legally-protected rights are not resolved through this Step 1 informal process, such disputes shall be required to go to Step 2, as provided below.

Step 2 - Employee and the parties to the dispute shall participate in mediation administered by Mediation Law Group™ (MLG), under its Mediation Rules. In the event settlement of the dispute does not occur at this stage, the parties may proceed to Step 3 (binding arbitration) at the option of Employee.

Step 3 - Employee, at employee's option, shall submit the dispute to binding arbitration administered by MLG, under its Employment Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

In all instances (after Steps 1 and 2 have been exhausted by Employee), Employer shall be required to arbitrate the matter if Employee so elects under this provision. Should Employee elect to voluntarily submit to binding arbitration, Employer shall provide a one-time \$1,000.00 reimbursement for Employee's (or former Employee's) attorney's fees for the mediation or arbitration of each matter. Additionally, all mediator and arbitrator expenses, unless the law provides to the contrary, shall be paid by Employer. Employee may, however, elect to pay up to one-half of the neutral's compensation and expenses.

The parties further acknowledge that where emergency interim relief is required by a party to this agreement, including but not limited to injunctive relief and orders for the protection or conservation of property and/or disposition of disposable goods, such relief may be granted by an MLG arbitrator upon application under the MLG Employment Arbitration Rules, even when the dispute is still in the Step 2 mediation phase. The parties acknowledge and agree that an application for such emergency interim relief shall not constitute a waiver or breach of mediation requirements under this provision.

IF ANY PARTY HERETO INITIATES AN ARBITRATION OR COURT PROCEEDINGS BASED UPON A DISPUTE TO WHICH THIS PROVISION APPLIES, WITHOUT FIRST PARTICIPATING IN STEPS 1 AND 2 ABOVE, THEN IN THE DISCRETION OF THE ARBITRATOR(S) OR JUDGE, SUCH PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES, EVEN IF FEES WOULD OTHERWISE BE RECOVERABLE BY THAT PARTY IN ANY SUCH ARBITRATION OR COURT PROCEEDING.