

Q & A: ESS DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

1. What is this document?: The Company promotes open and honest discussion with its employees to resolve any concerns or disputes. However, if a dispute cannot be resolved through direct discussions, this agreement provides that the employee and Company will resolve their dispute one-on-one through an arbitration.
2. What is arbitration?: Arbitration is a common form of dispute resolution. Arbitration is the private, judicial determination of a dispute, by an independent third party. The disputing parties hand over their power to decide the dispute to the arbitrator. Arbitration is an alternative to court action (litigation), and generally, just as final and binding (unlike mediation, negotiation and conciliation which are non-binding).
3. Why arbitration?: Litigation through the court system, especially class or collective actions, can be very costly and time consuming. Arbitration is an efficient, timely and cost effective way for the employee and the company to resolve a dispute which cannot be resolved through direct discussions.
4. Who would serve as the arbitrator?: The arbitration would be conducted by the American Arbitration Association (AAA). The AAA is a not-for-profit organization with offices throughout the U.S. AAA has a long history and experience in the field of alternative dispute resolution, providing services to individuals and organizations who wish to resolve conflicts out of court. The arbitrator would be mutually agreed upon by the employee and Company from a list of arbitrators provided from AAA. The arbitration rules of procedure can be found on the AAA website (adr.org/employment).
5. Where would the arbitration occur: Unless the employee and the Company otherwise agree, the arbitration will be conducted in the county and state where the employee last worked for the Company.
6. Can the employee be represented by an attorney in the arbitration?: Yes.
7. Can the employee have an attorney review the arbitration agreement itself?: Yes, and that opportunity should be offered to an employee before they sign. However, the employee may not begin work until the document is signed.
8. Must the employee sign the document? Yes, but the employee may opt out of the Agreement by sending written notice to Company within 30 days of signing via email to HR@pcmiservices.com or regular mail to Human Resources at ESS Midwest, Inc. f.k.a. PCMI, P.O. Box 516, Portland, MI 48875.