

ARBITRATION POLICY

You and Fusion Staffing & Executive Search agree to submit certain types of employment related disputes to binding arbitration. The terms and condition of arbitration are as follows:

- Any claim, controversy, or dispute you may have with Fusion Staffing & Executive Search or any of its past, present or future employees, agents, directors, trustees or shareholders, or which Fusion Staffing & Executive Search may have with you, arising from or relating to your application for employment, employment, the termination of your employment, or any post-employment conduct or events, excluding claims for workers' compensation benefits, unemployment compensation benefits, and claims, controversies, or disputes arising out of or relating to restrictive covenants and job elimination, will be finally settled by binding arbitration. Claims which must be settled by binding arbitration include, but are not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the American With Disabilities Act, the Age Discrimination In Employment Act, the Pregnancy Discrimination Act, the Family And Medical Leave Act, the Fair Labor Standards Act, any amendments to these acts, and any state or local employment related statute or ordinance, and any future federal, state or local employment related statutes or ordinances.
- The arbitration will be conducted in accordance with the terms of this agreement and the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The American Arbitration Association ("AAA"), founded in 1926, is a not-for-profit public service organization dedicated to the resolution of disputes through voluntary dispute resolution procedures, including arbitration and mediation. Million of workers are covered by alternative dispute resolution plans administered by the AAA.
- Fusion Staffing & Executive Search selected the AA as the administration of its arbitration program because the AAA has set the standards for fair and equitable dispute resolution procedures. The National Rules were developed by a committee which included retired judges and arbitrators, as well as plaintiff and management attorneys. The rules included procedures which ensure due process in the arbitration of employment disputes. Fusion Staffing & Executive Search strongly encourages you to review the National Rules carefully. A copy can be obtained from Human Resources or the Legal Department and may also be found on the AAA website at www.adr.org.
- If you or Fusion Staffing & Executive Search wish to submit to arbitration a claim, controversy, or dispute of the types covered by this agreement, you/Fusion Staffing & Executive Search must initiate the arbitration in accordance with the procedures specified in the National Rules. If you/Fusion Staffing & Executive Search fails to do so, any right to contest the act, omission, or event or to seek compensation for it will be forever lost. Filing and administrative fees of the arbitration will be paid by Fusion Staffing & Executive Search, as will the fees and other expenses of the arbitrator, unless the arbitrator directs otherwise in the award. Please note that this arbitration agreement does not prohibit you from filing a charge or complaint with an administrative agency at the federal, state, or local level which has responsibility for investigating alleged statutory violations. It is the intention of this agreement, however, to preclude the filing of a judicial proceeding arising from the acts, omissions, or events referred to in or relating to such charge or complaint. Both you and Fusion Staffing & Executive Search are giving up the right to have disputes covered by this agreement resolved in court and/or by a jury. This agreement also expressly prohibits any arbitration from proceeding as a class action or other representative suit.
- The provisions of this agreement shall survive your employment and shall remain in full forces and effect thereafter. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected. You and Fusion Staffing & Executive Search agree that in such instance a court or arbitrator, as the case may be, shall disregard the invalid or unenforceable provisions and enforce so much of the Agreement as is valid and enforceable

Employee Signature: _____ Date: _____



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AQUISITION"

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