



NAM (National Arbitration and Mediation)
Employment Rules and Procedures
990 Stewart Avenue, First Floor
Garden City, NY 11530
Telephone: 1-800-358-2550
Fax: 516-794-8971
www.namadr.com

NAM EMPLOYMENT RULES AND PROCEDURES
DEMAND FOR ARBITRATION/ARBITRATION REQUEST FORM FOR EMPLOYEES

EMPLOYEE (CLAIMANT) INFORMATION

Name(s): _____
Social Security #: _____
*Contact Person or Counsel: _____
Address: _____

Phone: _____
Fax: _____
Email Address: _____

EMPLOYER (RESPONDENT) INFORMATION

Name(s): _____
*Contact Person or Counsel: _____
Address: _____

Phone: _____
Email Address: _____
Fax: _____

*if applicable

RESPONDENT(S): Please take notice that pursuant to NAM's Employment Rules and Procedures which provide for Arbitrations of disputes arising there under, the Claimant identified above **hereby demands Arbitration of a claim against you.** These Rules and Procedures shall apply to all matters referred to NAM as a result of a **pre-dispute** Arbitration contract provision entered into by mutual agreement between the parties. **You have twenty-one (21) days to serve the Claimant and NAM with a Reply to this Demand for Arbitration/Arbitration Request Form** by messenger service, overnight delivery service by a nationally recognized courier company or by certified mail. **If you do not serve the Claimant and NAM with a Reply within 21 days of service of this Notice, the Arbitrator may enter an award against you.**

This matter is to be resolved by arbitration. Such arbitration is to be conducted as an oral, in-person arbitration.

*The cost of the Arbitration is as follows: the filing fee is \$300. The Employee is responsible for the filing fee which shall be sent to NAM with the completed Demand for Arbitration/Arbitration Request Form. The Employer shall be responsible for all other fees relating to the administration and hearing of this matter. The administrative fee is non-refundable. As such, NAM's Fees and Costs for Employment Disputes Schedule is a part of this agreement. **ALL FEES ARE SUBJECT TO ADJUSTMENT ANNUALLY AS OF JULY 1ST OF EACH YEAR.**

EMPLOYEE SECTION:

Please fill out the information requested below.

Position: _____

Status: (full or part time)_____

Date of Hire: _____ Date of Incident: _____

Location of Employment: _____

Please state the dispute you wish to have decided by an Arbitrator. Please explain why you believe the other Party's actions were unlawful and state the basis for your claim. Please attach additional sheets if necessary.

Please include the names of witnesses to the Party's alleged unlawful action:

Please state how you would like your dispute to be resolved. Please attach additional sheets if necessary.

If you will be represented by an attorney, please identify that person and his/her firm in the Employee (Claimant) Information space on the first page of this form.

I hereby submit the above-described dispute for Arbitration. I agree that the decision and award of the Arbitrator will be final and binding as to all claims relating to my employment relationship with the Employer or its affiliates that have been or could have been raised under my Arbitration Agreement with the Employer. I understand that I am responsible for NAM's filing fee and, unless the Arbitrator rules otherwise, for the fees of my own attorney, should I retain one, subject to the limitations in these Rules. I also understand the following: (a) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators shall be liable for any act or omission in connection with any arbitration or mediation conducted under these Rules or any other rules of procedure mutually agreed upon by the parties; (b) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at

any subsequent proceeding and (c) the parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause of action or other remedy against NAM, its employees, arbitrators/mediators, agents, etc. (d) NAM reserves the right to withhold release of the Arbitrator's award, or any decision of the Arbitrator, until all outstanding fees due to NAM from all parties have been paid.

EMPLOYEE by: (signature)

Name: _____

Date ____/____/____

EMPLOYER SECTION: REPLY TO DEMAND FOR ARBITRATION/ARBITRATION REQUEST FORM

The Employer hereby responds to the demand made by the Employee as follows (the Employer should provide a response herein and attach any evidence to support such position):

If the Employer will be represented by an attorney, please identify that person and his/her firm in the Employer (Respondent) Information space on the first page of this form.

The Employer hereby submits its/my response to the above-described dispute for Arbitration. The Employer agrees that the decision and award of the Arbitrator will be final and binding as to all claims relating to the employment

relationship with the Employee that have been or could have been raised under our Arbitration Agreement with the Employee. The Employer understands that it/he/she is responsible for the fees billed to it/me by NAM. In the event the Employee does not pay fees billed to him/her by NAM (if any), the Employer agrees to pay same to NAM. The Employer also understands the following: (a) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators shall be liable for any act or omission in connection with any arbitration or mediation conducted under these Rules or any other rules of procedure mutually agreed upon by the parties; (b) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding and (c) the parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause of action or other remedy against NAM, its employees, arbitrators/mediators, agents, etc. (d) NAM reserves the right to withhold release of the Arbitrator's award, or any decision of the Arbitrator, until all outstanding fees due to NAM from all parties have been paid.

EMPLOYER by: (signature)

Name: _____

Title: _____

Date ____/____/____

The parties are hereby notified that the Employee has filed copies of the Arbitration Agreement and this Demand for Arbitration/Arbitration Request Form at NAM's headquarters.

Either party may contact the NAM Employment Administrator indicated below in writing at NAM, 990 Stewart Avenue, First Floor, Garden City, New York 11530 or by telephone with questions regarding the Arbitration process or NAM's Employment Rules and Procedures or to request a copy thereof.

Contact the NAM Administrator, _____ at

1-800-358-2550 ext. _____.