



FEES AND COSTS FOR EMPLOYMENT DISPUTES

These Rules and Procedures and this Fee Schedule shall apply to matters referred to NAM as a result of a **pre-dispute** Arbitration/Mediation contract provision entered into by mutual agreement between the parties. For cases in which there is no pre-dispute agreement/program to utilize dispute resolution to resolve employment matters, NAM's Standard Fee Schedule shall apply.

The following is a description of the types of fees assessed by NAM, the manner in which the fees are calculated and an explanation of the parties responsible for the various fees. NAM's Employment Rules and Procedures incorporate this Fee Schedule and require that the parties pay the fees set forth herein. In the event the pre-dispute agreement/program provides for payment of fees by one or more parties contrary to the fees set forth herein, it is solely within the discretion of the NAM administrator to determine if the agreement/program or the within fee schedule will apply.

The Hourly Arbitrator/Mediator Fees may vary depending upon the Hearing Officer selected for the case. Hearing Officers that command a different fee structure will be designated as such on NAM's roster. Such fee variances are discussed below under **Hourly Arbitrator/Mediator Fees**.

Filing Fee:

The Employee is charged a Filing Fee of \$75* which shall be sent to NAM with the completed Demand for Arbitration/Mediation Request Form, as applicable. If the Employer is initiating the arbitration demand, the Employer shall be responsible for payment of the filing fee.

Administrative Fee:

The Employer is charged an Administrative Fee of \$760* for each Arbitration/Mediation. All Administrative Fees are non-refundable. This fee must be received by NAM prior to scheduling any Arbitration/Mediation proceeding. This fee includes case administration, coordination, scheduling, document handling, faxing and postage.

Hourly Arbitrator/Mediator Fees:

REGULAR HEARING OFFICERS:

For each hour of Arbitrator/Mediator time, the Employer is charged \$660* per hour. Arbitrator/Mediator time refers to the combination of conference/pre-hearing conference/hearing time, travel time (if required), study and review of written submissions and documents from the parties, research and decision preparation time (as applicable). All out-of-pocket expenses incurred by the Arbitrator/Mediator will be billed at cost and without mark-up to the Employer.

SPECIALLY DESIGNATED HEARING OFFICERS:

For each hour of Arbitrator/Mediator time, the Employer is charged \$820* per hour. Each Specially Designated Hearing Officer may have a minimum number of hours to be charged per case heard or conferenced as reflected on NAM's Hearing Officer roster. As such, the Employer will be charged for the minimum number of hours even if the total time spent by such Hearing Officer is less. To the extent that the total Hearing Officer Time is more than the minimum number of hours as designated on NAM's Hearing Officer roster, additional hourly fees of \$820* per hour will be charged. Arbitrator/Mediator time refers to the combination of conference/pre-hearing

conference/hearing time, travel time (if required), study and review of written submissions and documents from the parties, research and decision preparation time (as applicable). All out-of-pocket expenses incurred by the Arbitrator/Mediator will be billed at cost and without mark-up to the Employer.

Other Fees:

Preparation of third panel: If it becomes necessary for NAM to submit a third panel of Arbitrators/Mediators to the parties for whatever reason, the Employer will be charged a fee of \$660* at the time the third panel is submitted to the parties.

Withdrawal/cancellation/settlement fees: In the event that a case is withdrawn/cancelled/settled, the Employer will be responsible for all Hourly Arbitrator/Mediator Fees for the number of hours already expended by the Arbitrator/Mediator (if applicable) in accordance with the above fees, as well as any out-of-pocket expenses incurred (if applicable). The Administrative Fee is always non-refundable. If a case is withdrawn/cancelled/settled after NAM has supplied the parties with an initial roster, the Employer will be charged a fee of \$1,000* in addition to the non-refundable Administrative Fee and the fees for any and all Hourly Arbitrator/Mediator time incurred.

Supplemental administrative fee: In the event that additional time is required to be spent by NAM to address special requests by one of the parties, then NAM, in its sole discretion, may impose a supplemental administrative fee of \$240* per hour. This fee shall be billed to and paid by the Employer.

Adjournment fees: In the event that a case is adjourned with notice to NAM of more than 21 days before the Hearing/Conference date, the adjourning party is responsible for payment of a \$240* adjournment fee. In the event that a case is adjourned with notice to NAM of between 8 days and 21 days before the Hearing/Conference date, the adjourning party is responsible for payment of a \$240* adjournment fee plus payment equal to 25% of the amount of time reserved for the case. In the event that a case is adjourned with notice to NAM of 7 days or less (excluding the scheduled date of the Hearing/Conference), the adjourning party is responsible for payment of a \$240* adjournment fee plus payment equal to the amount of time reserved for the case. In the event that the case is adjourned on the scheduled date of the Hearing/Conference, the adjourning party is responsible for payment of a \$600* adjournment fee plus payment equal to the amount of time reserved for the case. NAM may delay the re-scheduling of the Hearing/Conference until payment of the adjournment fee and payment of the time reserved as explained herein is received.

PAYMENT TERMS

- A. The filing fee is due at the time a Demand for Arbitration/Request for Mediation is filed with NAM.
- B. The Employer shall be billed in advance of the hearing for the Administrative Fee and for 8 hours of Arbitrator/Mediator time. To the extent that the Arbitrator/Mediator time is less than 8 hours, the Employer will receive a refund equal to the pro-rata portion of such unused time. If the Arbitrator/Mediator time exceeds 8 hours, all additional hours will be billed at the applicable hourly rate specified above. Administrative fees and advance hearing time are to be paid before a case is scheduled. All other fees are due within 10 days of invoice date.
- C. NAM may elect not to commence or continue administration of a claim or not to allow the Hearing/Conference to proceed until all outstanding fees are paid. Either party may advance fees for the other party in order for the case to progress; the repayment of such fees is between the parties and not between NAM and one of the parties.

- D. The NAM Employment Administrator may, in his or her discretion, agree to waive any of the fees payable to NAM by an individual who is indigent and unable to pay.
- E. All fees are to be paid in U.S. dollars.
- F. Interest will be charged at a rate of 1.5% per month on balances more than 30 days past due.
- G. Any questions or concerns regarding invoices should be brought to NAM's attention within 30 days of the receipt of the invoice. Any comments received after 30 days cannot be considered.

***Fees and costs are effective as of 07/1/16. All fees are subject to adjustment annually as of July 1st of each year.**