

AMERICAN DISPUTE RESOLUTION CENTER, INC. RULES OF LABOR ARBITRATION

1. RULES

The Rules set forth herein shall be binding upon the parties whenever, in a collective bargaining agreement or submission, they have provided or mutually agreed in writing for arbitration to be administered by the American Dispute Resolution Center, Inc. (hereinafter "ADR Center"). The parties may, by agreement, agree to modify these Rules or to utilize alternative rules, administered by ADR Center.

2. INITIATION

Upon the parties initiating arbitration pursuant to these Rules, ADR Center shall assign a Case Manager to administer the arbitration proceedings. The request for arbitration (demand) may be filed with ADR Center by either party, in triplicate, with a copy of the collective bargaining agreement, including the arbitration provisions. Once the hearings have commenced, any requests for modifications, amendments, additions or deletions shall be granted only upon the arbitrator's consideration of a written motion in which the basis for the modification is fully set forth and after the other party has had an opportunity to respond.

3. ANSWER/JURISDICTION

The respondent may, in its discretion, choose to file an answering statement within ten (10) business days after notice from ADR Center, with a copy to the opposing party. If no answer is filed by the stated time, such shall be treated as a denial of the claim. A party must object to the jurisdiction of the arbitrator, or the arbitrability of a claim, no later than the filing of the answer to the claim that gives rise to the objection. The arbitrator has the power to rule on any such objections as a preliminary matter or as part of the award.

4. LOCALE

The site of the hearing shall be as required by the collective bargaining agreement or submission, or as the parties may agree. Should no contract requirement exist and should the parties be unable to agree, ADR Center shall have the authority to set the hearing site, such decision to be final and binding. Alternatively, the parties may agree to waive oral hearing and make a written submission to the arbitrator.

5. ARBITRATOR APPOINTMENT

If the parties have not appointed an arbitrator and have not provided another method of appointment, the Case Manager, immediately after the filing of the demand or

submission, shall provide the parties with an identical list of arbitrators from ADR Center's panel of labor arbitrators, and any arbitrator who is not acceptable to a party shall be stricken. The parties shall return such listing to the Case Manager within ten (10) business days unless any party requests a 7 day extension of time to respond within the initial 10 day period to strike names they object to then numbering the remaining names in order of preference, and return to ADR Center. The Case Manager shall thereafter select the arbitrator from the remaining acceptable names. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

Should the parties be unable to agree upon an arbitrator, ADR Center shall appoint the arbitrator. Alternatively, the parties may agree to submit the matter to an arbitrator of the parties own choosing. Once selected, the arbitrator shall serve unless a conflict of interest exists. Should an arbitrator resign during the pendency of a hearing, the Case Manager shall appoint a substitute arbitrator.

6. DIRECT APPOINTMENT BY PARTIES

If the parties' agreement identifies a particular arbitrator or a method of appointing an arbitrator, such will be honored. If the parties' agreement specifies a period of time by which an arbitrator shall be appointed by a party, and any party fails to comply with such time period, ADR Center shall be authorized to appoint an arbitrator. If no time is specified in the parties' agreement, ADR Center shall notify the appropriate party to appoint an arbitrator within ten (10) business days. If no arbitrator is appointed within that time, ADR Center shall be authorized to appoint an arbitrator.

Once an arbitrator is selected, the arbitrator shall have the authority to conduct the hearing and render the award. At no time shall either party or representative thereof contact an arbitrator directly during the pendency of the case.

7. APPOINTMENT OF NEUTRAL ARBITRATOR BY PARTY-APPOINTED ARBITRATORS

If the parties have appointed their arbitrators in accordance with Section 6 of these Rules, and have authorized the appointed arbitrators to select a neutral arbitrator within a specified time and no arbitrator is appointed within that time, ADR Center shall be authorized to appoint the neutral arbitrator to serve as the chairman.

If no time is specified in the parties' agreement to select the neutral arbitrator and the neutral arbitrator is not selected within ten (10) business days from the date of the appointment of the last party-appointed arbitrator, ADR Center shall be authorized to appoint the neutral arbitrator to serve as the chairman.

If the parties have agreed that the party-appointed arbitrators shall appoint a neutral from ADR Center's panel of labor arbitrators, as set forth in Section 5 of these Rules, then such will apply.

8. NUMBER OF ARBITRATORS

If the arbitration agreement does not specify the number of arbitrators, the dispute shall be heard and determined by one arbitrator, unless the parties agree otherwise. If the arbitration agreement does specify the number of arbitrators, such shall be honored, unless the parties agree otherwise.

9. OATH AND DISCLOSURE

A notice of arbitration appointment shall be mailed to the arbitrator for signature and notarization and returned to ADR Center prior to the commencement of the first hearing. The arbitrator must immediately disclose any circumstances that may affect his or her impartiality, and ADR Center will advise the parties of any such disclosure. If any one party files an objection to the continued service of the neutral arbitrator, ADR Center, after consulting with the parties and the arbitrator, shall be authorized to determine whether the arbitrator will be disqualified and the parties will be informed of such decision, which shall be binding.

10. DATE, TIME AND PLACE OF HEARING

ADR Center shall endeavor to administer and schedule hearings as swiftly as practicable, and the parties agree to exercise good faith in cooperating with and responding to requests from the Case Manager. Any parties' failure to do so on request of either party the arbitrator shall have the authority to set the date, time and place of the hearings. The parties shall receive a formal Notice of Hearing with the details and arrangements set forth at least 7 days prior to the hearing date, unless agreed otherwise by the parties.

11. REPRESENTATION

The parties hereto may be represented by legal counsel or an authorized representative. Such person must be identified to the Case Manager not later than seven calendar days prior to the commencement of the initial hearing.

12. STENOGRAPHIC RECORD

Either party may request a stenographic record directly with the stenographer, at its expense and for its sole use, however, such shall not be the official record of the case and shall not be submitted to the arbitrator for his or her use unless the arbitrator determines that such record, or a portion thereof, shall be considered the official record, in which case that portion of the record so designated shall be made available to the other party. Alternatively, the parties may agree to a joint stenographic record and to split the cost thereof. In that event, the parties shall arrange for a copy of the record to be provided to the arbitrator as the official record of the proceeding. Nothing herein shall prevent a party who has arranged for a stenographic record at its sole or joint expense from introducing a portion of such record as may be relevant to its direct examination or cross-examination of a witness, or as an exhibit. In such cases, that portion of the record shall be made available to the other party and to the arbitrator.

13. REQUEST FOR POSTPONEMENTS

An arbitrator may grant the postponement of a hearing upon the request of a party for good cause shown or upon his or her own initiative, and shall grant a request for postponement when the parties agree thereto.

14. ARBITRATION IN THE ABSENCE OF A PARTY OR REPRESENTATIVE

If either party or representative fails to appear or request a postponement after due notice of the hearing, the hearing will proceed ex parte and the arbitrator shall have the authority to render an award.

15. EVIDENCE

The filing party shall present evidence to support its demand through the use of direct examination of witnesses. The opposing party shall have the right to cross examination of the filing party's witnesses. The opposing party shall thereupon present evidence to support its position. The filing party shall have the right to cross examine the opposing party's witnesses. Redirect and recross examination shall be permitted in the arbitrator's discretion. All witnesses' testimony shall be under oath. Opening statements, closing statements and post-hearing briefs may be requested by the parties, or as the arbitrator may require. Requests for a subpoena may be submitted to the arbitrator and/or may be sought in accordance with applicable state law. The arbitrator shall have broad discretion throughout the proceedings as to rulings on procedural matters, objections, admissibility, relevance, materiality, requests for sanctions and any other matters which may arise.

Evidence of witnesses by affidavit and objections to its admissibility may be received and considered by the arbitrator.

16. CLOSING OF HEARINGS

Once the hearings are completed and all briefs received, if applicable, the hearing shall be declared closed, and a decision shall be rendered within thirty (30) days, unless the parties mutually agree to an extension of that time.

17. REOPENING OF HEARINGS

Any party may move to reopen the hearings, or the arbitrator may reopen the hearings on his or her own initiative, at any time prior to the final award being rendered. If the reopening of the hearings prevents the arbitrator from making the award within the specific time agreed to, the matter may not be reopened unless the parties agree to extend the due date of the award.

18. REQUEST FOR EXTENSIONS OF TIME

The parties, by mutual agreement, may modify any time period. ADR Center or the arbitrator may for good cause grant or extend any period of time, with the exception of the rendering of the award. ADR Center will notify the parties of any extensions.

19. TIME AND FORM OF AWARD

The arbitration award shall be fully binding upon the parties, except that enforcement may be limited pursuant to applicable federal and state law. In the case of a three person arbitration panel, a majority decision shall be required. A written opinion shall be filed with the award, unless the parties agree otherwise.

20. AWARD UPON SETTLEMENT

If the parties' dispute is settled during the course of the arbitration, upon request of the parties, the arbitrator may attach the terms of the settlement in a "consent award".

21. MODIFICATION OF THE AWARD

Any party, may within 20 days after the transmittal of an award upon notice to the other parties, request that the arbitrator, through ADR Center correct any clerical, typographical, technical, or computational errors in the award. The arbitrator does not have the authority to redetermine the merits of any claim already decided. The other party shall have 10 days to respond to the request. The arbitrator shall have 20 days after receiving the request and responses from ADR Center to dispose of this issue.

22. JUDICIAL PROCEEDINGS

Upon written request of a party, ADR Center will furnish to such party, at its expense, any certification of documents in its possession that may be required in a judicial proceeding relating to the arbitration. Neither ADR Center, its officers, directors, employees or any arbitrator is a necessary party in any judicial proceedings, nor shall any such person or entity be liable in any way whatsoever to any party, person or entity for any act or omission arising under or in connection with any arbitration conducted under these Rules.

23. INTERPRETATION/APPLICATION OF RULES

The arbitrator shall have the authority to interpret and apply these Rules. In the case of a three person arbitration panel, a majority decision shall be required. If a majority decision is unobtainable, ADR Center will make the final determination.

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