

Course Detail

800305 - Arbitration of Workplace Legal Disputes

Detail

Course Code: 800305
Course Name: Arbitration of Workplace Legal Disputes
Knowledge Area: Enterprise
Course Type: WBT/Online
Target Transcript Status: Finished
Course Duration: 10 Minutes
Target Audience: All CVS Health colleagues

Current Activity for this Course

There is no activity recorded for this course at this time.

Transcripts for this Course

No transcripts for this course have been recorded at this time.

Objectives

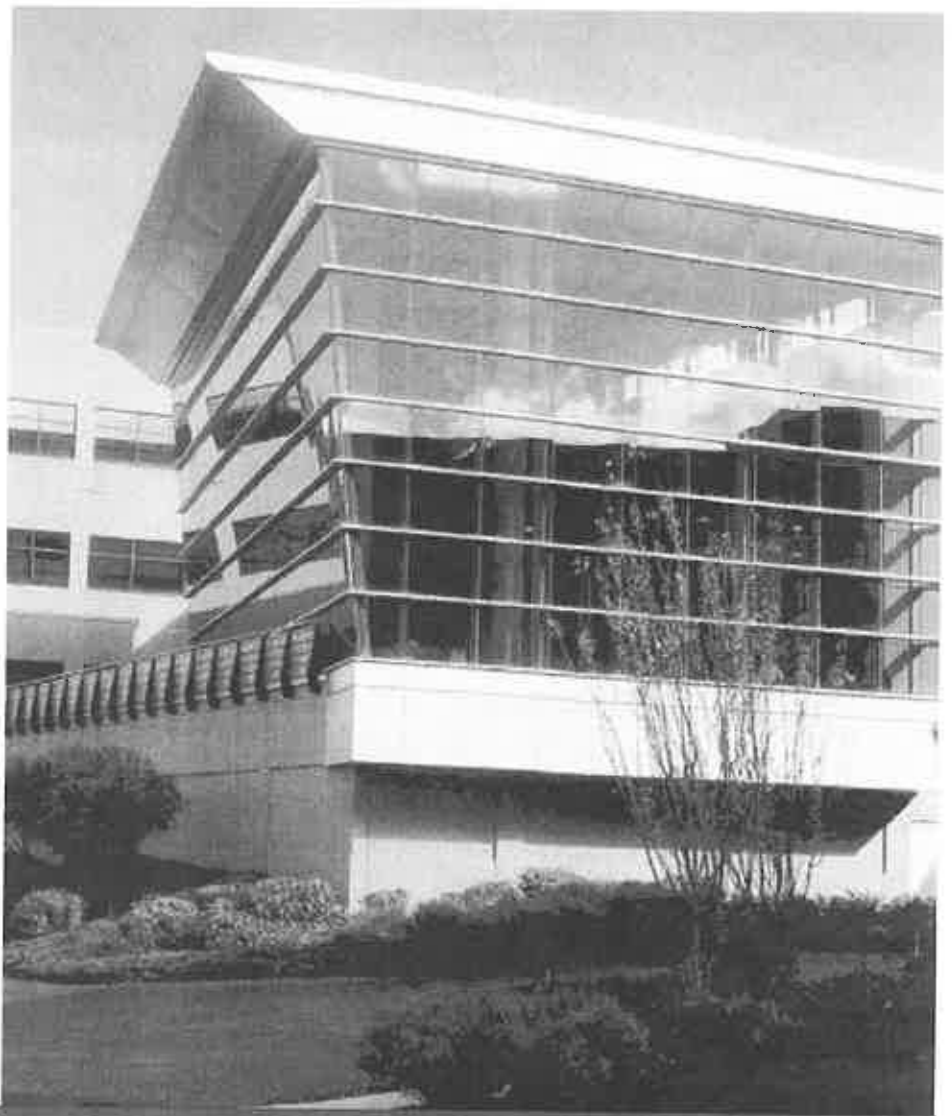
Upon completion of this course, you will have a general understanding of arbitration and will have reviewed the CVS Health Arbitration of Workplace Legal Disputes Policy.

Actions

- [Launch This Course](#)
- [Add to My Learning Plan](#)

Description

This course is designed to provide a general introduction to the subject of arbitration and educate you about CVS Health's policy regarding arbitration of workplace legal disputes.



CVS Health Colleague Guide to Arbitration

Course #800305

October 2014

Table of Contents

Introduction	3
Course Objectives	3
Arbitration.....	4
What is Arbitration?.....	4
Rules of Arbitration.....	4
How Does Arbitration Work?.....	5
How is Arbitration Different than Court?	5
CVS Health’s Arbitration Policy	6
Class Action Waiver.....	6
What is covered by the CVS Health Arbitration Policy?	6
Colleagues’ Rights	7
How to Opt Out.....	7
Conclusion.....	8
Next Steps	8

Introduction

Welcome to the CVS Health Colleague Guide to Arbitration.

In this document, we'll introduce you to the subject of arbitration and show you why CVS Health has chosen arbitration as the exclusive method to resolve legal disputes that may arise with our colleagues.



Course Objectives

Upon completion of this course, you will have a better understanding of:

- What arbitration is
- The CVS Health Arbitration of Workplace Legal Disputes Policy

Arbitration

What is Arbitration?

Arbitration is a way to resolve disputes where two parties present their cases to an independent, neutral third party called the "arbitrator." The arbitrator listens to both sides' arguments and evidence and then makes a decision about the issue that is binding on the parties. Arbitration and court are quite similar, but arbitration is less formal, and the arbitrator presides over and decides the case, rather than a judge or jury.

Arbitration is being used more and more as an alternative to the traditional court system. Businesses in many industries frequently include arbitration language in contracts with their consumers. In fact, it is likely that there is an arbitration clause in a contract you already have with your personal bank, your mobile phone or internet provider, your utility company, your credit card issuer or your insurer. Arbitration is also being increasingly used for disputes between companies and their employees.

Rules of Arbitration

Arbitration gives both parties the opportunity to gather and present evidence in support of their case to challenge the other side's evidence and to make arguments about why they should win. The parties can be represented by an attorney if they would like, but it is not required. The arbitrator is an objective, impartial third party who is familiar with the area of law and trained to make a reasoned decision. These are all of the ingredients for what is called "due process" of law.

Since the 1920s, arbitration has been endorsed by the U.S. Congress as a viable and fair alternative to traditional court litigation, and arbitration agreements have been enforced by courts all the way up to the U.S. Supreme Court.

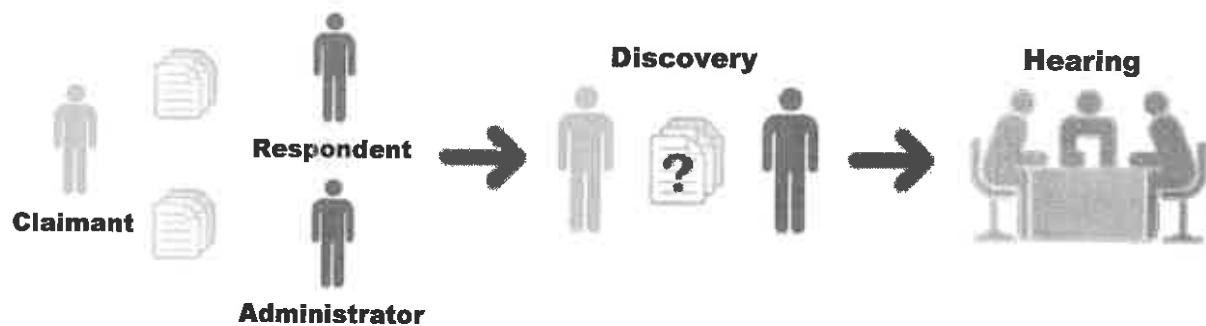
In designing our arbitration program, CVS Health has worked hard to make sure that an individual's rights are protected. What that means is if you have a personal legal claim that could have been heard by a court, you can bring that same claim in arbitration and be awarded the same remedies you could have received in court. We have also chosen a nationally-recognized and respected organization, the American Arbitration Association (or AAA), to administer our arbitrations.



Arbitration, continued

How Does Arbitration Work?

Arbitration begins when one party (the “Claimant”) gives written notice to the other party (the “Respondent”) and to the administrator (the American Arbitration Association) that the Claimant has a legal complaint and is asking for damages or other relief from the Respondent. The Respondent submits a written response to the Claimant’s demand. From there, the administrator works with the parties to identify and assign a suitable arbitrator. Next, the parties engage in a “discovery phase,” where they can ask each other written questions, ask each other for documents and take depositions of each other’s witnesses. Following the discovery phase, the arbitrator conducts a hearing (unless he or she determines first that a hearing is not necessary). The hearing is like a court trial, but it is much less formal and can be tailored by the arbitrator to the parties’ schedules and other needs. After the hearing, the arbitrator will issue a written decision (sometimes called an “award”), which is legally-binding on the parties. If the Claimant wins, the arbitrator will describe the damages and other relief that must be paid to the Claimant. If the Respondent wins, no damages or relief will be awarded. Arbitration decisions can only be appealed in limited circumstances.



How is Arbitration Different than Court?

Arbitration allows individual colleagues to make the same legal claims and recover the same remedies as they could in court, but arbitration is designed to be faster, less expensive and a more comfortable experience. For example, instead of the case being heard in a courthouse, ordinary arbitrations are held in a less formal setting, such as an office conference room.

CVS Health's Arbitration Policy

CVS Health has many useful tools in place for addressing workplace issues, including the Ethics Line and the Open Door Policy. We believe that most workplace issues can be addressed quickly and satisfactorily if colleagues turn to their supervisor or Human Resources Department to discuss their concerns openly and honestly. The arbitration program is not meant to be the first place someone with a concern goes for help. For example, a colleague cannot use the arbitration program to review a personnel decision that the colleague believes was generally unfair or contrary to CVS Health policy but that did not violate the law. The program is intended only for disputes that involve the violation of laws and would otherwise be filed in court.



What is covered by the CVS Health Arbitration Policy?

The CVS Health Arbitration of Workplace Legal Disputes Policy applies to all legal disputes between CVS Health and a colleague related to the colleague's employment with CVS Health or the termination of the colleague's employment. The policy does not apply to general day-to-day workplace concerns or complaints that do not involve a violation of law. A small group of legal claims are also excluded, including claims for unemployment insurance, workers compensation benefits and claims under an employee benefit plan. More detail on the claims that are covered and not covered can be found in the policy.

Class Action Waiver

In court, most cases are brought on an individual basis, meaning the plaintiff is asking for damages for himself or herself only and the focus of the proceeding stays on the plaintiff's situation. Sometimes, depending on the facts, a plaintiff will bring a lawsuit as a "class action" or "collective action" or as a "private attorney general representative action." While this area of the law is complicated, in general, these terms mean that the plaintiff is trying to represent and recover damages not just for himself or herself but also other individuals who have claims in common with the plaintiff.

CVS Health believes that the arbitration process gives all potential plaintiffs the opportunity for a fair result without the need to resort to class, collective and representative actions (which can have downsides of their own, namely greater expense and an even longer wait for resolution). For this reason, the CVS Health Arbitration of Workplace Legal Disputes Policy contains a "class action waiver." This means that you and CVS Health are committing not just to go to arbitration instead of court, but to go to arbitration as a single individual party (where the focus will be on your claim) and not as part of a class or collective or representative action. To be clear, even with the class action waiver, you will still be entitled to seek the same individual relief you could have sought if you had brought your individual claims in court.

CVS Health's Arbitration Policy, continued

Colleagues' Rights

The arbitration policy is not meant to discourage or prevent colleagues from filing a complaint with or participating in an investigation by any federal, state or local office or agency, including but not limited to the U.S. Department of Labor, Equal Employment Opportunity Commission or National Labor Relations Board. (Indeed, to bring certain legal claims, a colleague must file a complaint with one of these agencies first. The arbitration policy does not affect that obligation.) CVS Health recognizes and respects colleagues' rights to engage with these public authorities, and, as always, we will not retaliate against any colleague who exercises these legal rights.

Arbitration is a matter of contract between the colleague and CVS Health. Colleagues accept the policy by continuing their employment with CVS Health after becoming aware of the policy. With that being said, we want colleagues' participation to be voluntary. Colleagues will be asked to acknowledge and agree to the policy, but from the time that a colleague first views or receives the policy, he or she has thirty days to opt out of the policy. If a colleague opts out, he or she will not be obligated to go to arbitration and can continue to use the traditional court system as before. Likewise, if a colleague opts out, CVS Health will not be required to arbitrate any disputes it has with that colleague.

How to Opt Out

In order to opt out, a colleague must mail a written, signed and dated letter stating clearly that he or she wishes to opt out of the CVS Health Arbitration of Workplace Legal Disputes Policy. The letter must be mailed to CVS Health, P.O. Box 969, Woonsocket, RI 02895. In order to be effective, the colleague's opt out notice must be postmarked no later than 30 days after the date the colleague first views or receives the policy. Please note, sending in a timely notice is the **only** way to opt out. A colleague cannot opt out by refusing to complete training or attend meetings about the policy.

CVS Health will not tolerate retaliation against any colleague who decides to opt out.



Conclusion

Thanks for taking the time to review this guide. We hope that it has broadened your understanding of arbitration in general and has given you an introduction to CVS Health's arbitration program. Chances are, you will never need to take advantage of the program, but, if you ever do, we are confident that you will find it to be a fair and reliable dispute resolution method.

A copy of the CVS Health Arbitration of Workplace Legal Disputes Policy can be found on the Policy and Procedure Portal via myLife.

Next Steps

In order to receive credit for the completion of this training, you will need to review the CVS Health Arbitration of Workplace Legal Disputes Policy and then complete the acknowledgement.

Additional Questions?

CVS Health Arbitration of Workplace Legal Disputes Policy involves important rights and we want you to be fully informed. If you have additional questions, please feel free to go to your supervisor or your Human Resources Business Partner.

Document No:	TITLE:	Arbitration of Workplace Legal Disputes		
Parent Document(s): N/A				
Effective Date: See Review and Revision History	Last Review Date:	Business Unit/Department Owner: David Jaffe, VP & Senior Legal Counsel		
		Reviewed and Approved By: David Jaffe, VP & Senior Legal Counsel		
Exhibit(s): N/A				
Document Type:	<input checked="" type="checkbox"/> Policy and Procedure	<input type="checkbox"/> Standard	<input type="checkbox"/> Work Instructions / Training Manual	

POLICY

It is the position of CVS Health that binding, single-party arbitration is a better means for resolving workplace legal disputes between the company and employees than the traditional court system, which many find to be slow, inefficient and expensive. Arbitration permits employees to pursue the same individual claims and seek the same individual remedies as in court but in a less formal, more personalized forum. Therefore, through this Policy, CVS Health is implementing an arbitration program for the resolution of workplace legal disputes.

SCOPE

This Policy applies to and forms a mutually-binding contract between CVS Health and all of its employees, except those employees subject to a collective bargaining agreement (“CBA”) unless the CBA contains language recognizing the applicability of policies like this one. Covered employees are referred to in this policy as “Employee” or “Employees.”

PROCEDURES

- 1. Mutual Obligation to Arbitrate.** Under this Policy, CVS Health (including its subsidiaries) and its Employees agree that any dispute between an Employee and CVS Health that is covered by this Policy (“Covered Claims”) will be decided by a single arbitrator through final and binding arbitration only and will not be decided by a court or jury or any other forum, except as otherwise provided in this Policy. This Policy is an agreement to arbitrate disputes covered by the Federal Arbitration Act (9 U.S.C. §§ 1-16). Employees accept this Policy by continuing their employment after becoming aware of the Policy.
- 2. Claims Covered by This Policy.** Except as otherwise stated in this Policy, Covered Claims are any and all legal claims, disputes or controversies that CVS Health may have, now or in the future, against an Employee or that an Employee may have, now or in the future, against CVS Health, its parents, subsidiaries, successors or affiliates, or one of its employees or agents, arising out of or related to the Employee’s employment with CVS Health or the termination of the Employee’s employment.

Covered Claims include but are not limited to disputes regarding wages and other forms of compensation, hours of work, meal and rest break periods, seating, expense reimbursement, leaves of absence, harassment, discrimination, retaliation and termination arising under the Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in

Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (“ERISA”) (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by ERISA or funded by insurance), Genetic Information Non-Discrimination Act, and other federal, state and local statutes, regulations and other legal authorities relating to employment.

Covered Claims also include disputes arising out of or relating to the validity, enforceability or breach of this Policy, except as provided in the section below regarding the Class Action Waiver.

3. **Claims NOT Covered by This Policy.** This Policy does not apply to claims by an Employee for workers compensation, state disability insurance, unemployment insurance benefits or claims for benefits under an employee benefit plan. This Policy does not prevent or excuse an Employee (either individually or together with others) or CVS Health from using the company's existing internal procedures for resolution of complaints, and this Policy is not intended to be a substitute for the use of such procedures.

This Policy applies only to legal claims. Thus, it would not apply to a claim by an Employee that CVS Health acted improperly or unfairly or inconsistently, if the company's alleged actions did not also violate the Employee's rights under a particular law.

This Policy does not apply to claims raised in litigation pending as of the date an Employee first receives or views this Policy.

This Policy does not prohibit an Employee or CVS Health from filing: a motion in court to compel arbitration; a motion in court for temporary or preliminary injunctive relief in connection with an arbitrable controversy; or an administrative charge or complaint with any federal, state or local office or agency, including but not limited to the U.S. Department of Labor, Equal Employment Opportunity Commission or National Labor Relations Board. Also excluded from this Policy are disputes that may not be subject to a pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act or any other binding federal law or legal authority.

4. **Arbitration Proceedings**

- a. **Initiation of a Claim.** All claims in arbitration are subject to the same statutes of limitation that would apply in court. To initiate a claim in arbitration, an Employee or CVS Health must make a written demand for arbitration and deliver it (i) by hand or first class mail to the other party and (ii) by hand or first class mail or electronically to the American Arbitration Association (“AAA”) within the applicable statute of limitations period. Otherwise, the claim will be waived as provided for by applicable law. An Employee may seek assistance from the AAA regarding the initiation of a claim by calling 877-495-4185 or sending an email to casefiling@adr.org.
- b. **The Written Demand.** The written demand for arbitration must: identify the parties; state the legal and factual basis of the claim(s); and state the specific remedy or damages sought. Any written demand for arbitration made to CVS Health must be

directed to the CVS Legal Department (ATTN: VP, Employment Law), One CVS Drive, Woonsocket, RI 02895. Any written demand for arbitration to the Employee will be sent to the last home address on file with the Company. The arbitrator will resolve all disputes regarding the timeliness of the demand for arbitration.

- c. **Rules and Procedures.** The arbitration will be administered by the American Arbitration Association (“AAA”) and will be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the AAA (“AAA Rules”) then in effect. The AAA Rules can be found at the AAA website (www.adr.org), by calling the AAA at 800-778-7879, or by requesting a copy in writing from the CVS Health Human Resources Department. Pursuant to the AAA Rules, the parties will select the arbitrator by mutual agreement and will have the opportunity to conduct discovery, bring dispositive motions, be represented by attorney(s) (or not, as they prefer) and present witnesses and evidence at a hearing. Unless the Employee and CVS Health agree otherwise, the location of the arbitration hearing will be no more than 45 miles from the place where the Employee is or was last employed by CVS Health. The Federal Rules of Evidence will apply. The arbitrator will follow the substantive law applicable to the case and may award only those remedies that would have been available had the matter been heard in court. Judgment may be entered on the arbitrator’s decision and enforced in any court having jurisdiction.
- d. **Costs and Fees.** CVS Health will pay all costs and expenses charged by the AAA or the arbitrator, including but not limited to the arbitrator’s fees, except that, for claims an Employee initiates, the Employee will be responsible to pay the claim initiation fee charged under the AAA Rules; however, if the Employee’s claim initiation fee exceeds what a court in the jurisdiction would have charged the Employee for filing a lawsuit based on the Employee’s claims, then the Employee will be responsible only for the amount that the court would have charged, and CVS Health will pay the remaining amount to the AAA. Each party will pay its own litigation costs and attorneys’ fees, if any. However, if any party prevails on a claim which affords the prevailing party attorneys’ fees and litigation costs, the arbitrator is authorized to award attorneys’ fees and/or litigation costs under the same standards a court would apply under applicable law.
5. **Pre-hearing Mediation.** Prior to the arbitration hearing of any Covered Claim, the Employee and CVS Health are encouraged to engage in non-binding mediation under the employment mediation procedures of the AAA. If the parties agree to participate in mediation, CVS Health will pay all fees and costs charged by the AAA or the mediator.
6. **Waiver of Class, Collective and Representative Actions (“Class Action Waiver”).** Employee and CVS Health will bring any Covered Claims in arbitration on an individual basis only; Employee and CVS Health waive any right or authority for any Covered Claims to be brought, heard or arbitrated as a class, collective, representative or private attorney general action. This Class Action Waiver does not apply to any claim an Employee brings as a private attorney general solely on the Employee’s own behalf and not on behalf of or regarding others. Notwithstanding any other provision of this Policy or the AAA Rules,

disputes regarding the validity, enforceability or breach of this Class Action Waiver will be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If, despite this Class Action Waiver, an Employee files or participates in a class, collective or representative action in any forum, the Employee will not be retaliated against, disciplined or threatened with discipline. However, CVS Health will seek enforcement of this Policy and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

7. **Severability.** If any portion of this Policy is adjudged to be unenforceable, the remainder of this Policy will remain valid and enforceable. In any case in which (a) a dispute is filed as a class, collective, representative or private attorney general action and (b) there is a final judicial determination that part (but not all) of the Class Action Waiver is unenforceable, the action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable will be enforced in arbitration. If the Class Action Waiver is adjudged completely unenforceable, Employees and CVS Health agree that this Policy is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

8. **Non-Retaliation.** It is against CVS Health policy for any Employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Policy or to challenge this Policy. If an Employee believes that he or she has been retaliated against, the Employee should immediately report the issue to the CVS Human Resources Department or Ethics Line. This Policy does not in any way alter the at-will employment status between Employees and CVS Health.

REVIEW AND REVISION HISTORY

Date	Revision No.	Reason for Change	Sections Affected
7/6/14	n/a	New Policy Effective Date	All
10/5/14	1	Clarification of Company Name, Policy Owner and Other Provisions	All

Complete the Acknowledgement

Now that you have read the training guide and the policy, you can complete the acknowledgement.

When completing the acknowledgement, you will be acknowledging and agreeing to the below:

- that you have carefully read the CVS Health Policy, "Arbitration of Workplace Legal Disputes" (the "Policy") and understand that it applies to you;
- that you will raise any questions you may have about the Policy to your supervisor or Human Resources and may seek independent legal advice as well;
- that you can obtain copies of the Policy from your supervisor, Human Resources or the CVS Health Policy & Procedure Portal;
- that you have the opportunity, for a limited time only, to opt out of the Policy and, by doing so, not be bound by its terms;
- that, to opt out, you must mail a written, signed and dated letter, stating clearly that you wish to opt out of this Policy to CVS Health, P.O. Box 969, Woonsocket, RI 02895, which must be postmarked no later than 30 days after the date you first received or viewed a copy of this Policy;
- that by being covered by the Policy and not opting out, you and CVS Health are obligated to go to arbitration instead of court to resolve legal claims covered by the Policy;
- that by being covered by the Policy and not opting out, you and CVS Health are giving up the right to bring or participate in a class, collective or representative action brought on behalf of or regarding others to decide claims covered by the Policy;
- that this electronic communication satisfies any requirement that such communication be in writing; and
- that your click of the "Yes" button creates an electronic signature that is legally binding.

In order to complete the acknowledgement and receive credit for this course, close out of this PDF via the "X" on the red bar (do not close out of the entire course window) and click "Next" to access the acknowledgement.