

Dispute Resolution Process FAQs
(as of January 1, 2023)

- Why does Turner [sometimes referred to as the “Company”] have a Dispute Resolution Agreement (“DRA”)?
 - The DRA was created to promote an effective and efficient way to improve the employment relationship, and to fairly address issues involving legal rights that cannot be resolved internally and directly. The DRA is also on-line at <https://www.turner-industries.com/careers/employee-documents/>
- Do I have to use the DRA for every problem I have?
 - No. We encourage you to continue to work out any issues with your foreman, supervisor, or manager. If that does not work, you should continue to engage your Human Resources manager, or the corporate Employee Relations Department. It is only when you feel, or the Company feels that filing a claim is the last and only option. At that point, the DRA (with certain exceptions explained below) will then govern your claim, as well as any claim that Turner has.
- Are there any exceptions to the DRA?
 - Yes. The DRA does not apply to –
 - Workers’ compensation claims
 - Employee benefits claims that have other dispute resolution provisions
 - Some other types of legal relief
 - Collective bargaining agreements.
 - In addition, there is a new law that applies to claims for sexual harassment and/or sexual assault arising on or after March 3, 2022. Such claimant may elect at his or her option to pursue such dispute in the courts or by arbitration under the DRA. All other claims and disputes addressed in the DRA other than sexual harassment and/or sexual assault shall continue to be subject to mandatory arbitration as provided in the DRA to the fullest extent allowed by law.
- Will I still be able to go to the Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board, the U.S. Department of Labor, the U.S. Department of Justice, OSHA, MSHA, or any other government agency with a complaint?
 - Yes. You are still free to file charges with or seek relief from the appropriate state Human Rights Commission, the EEOC, the National Labor Relations Board, the U.S. Department of Labor, the Department of Justice, OSHA, MSHA, or any other state or federal government or regulatory agency. Nothing in the DRA in any way precludes you from filing charges or complaints or seeking relief with these agencies. In fact, for certain [but not all] types of claims, you are required to exhaust administrative remedies with these agencies before pursuing claims.

- What if a supervisor makes work difficult for me after I use the DRA to file a complaint?
 - Turner forbids retaliation against employees or applicants for using the DRA. If you feel you are being retaliated against for using the DRA, you should contact jobsite management, if appropriate, or the Human Resource/Employee Relations Department[s].
- How do I start an arbitration under the DRA?
 - The Employee Relations Department can assist you in contacting the American Arbitration Association (the “AAA”) on how to begin an arbitration. It is not a difficult process, and the Company can provide you with a copy of the AAA’s rules or you can obtain a copy from the AAA website (www.adr.org).
- How does the DRA arbitration work?
 - Both you and Turner choose a neutral arbitrator from a list provided by the AAA. The DRA requires that the arbitrator have some level of expertise based on the type of claim you file. Once the Arbitrator is appointed, he or she will set deadlines for the arbitration including discovery, which involves an exchange of documents and other information. Then the Arbitrator will set a date for the arbitration hearing, which is similar to a court room trial in the sense of having witnesses and reviewing evidence.
- Where does the DRA arbitration take place?
 - To the extent practical, and subject to available venues with the AAA, the arbitration shall be held in or near the city in which you work, or where you were last employed by the Company. If you worked outside of the United States of America and/or the claim arose outside of the United States of America, the arbitral venue will be Baton Rouge, Louisiana to the maximum extent allowed by law.
- Do I have to pay anything as part of the DRA arbitration?
 - Yes. Subject to the AAA’s rules on employment disputes, you must pay an initial filing fee of \$300.00.¹ The Company pays most other fees associated with the arbitration – all as more fully described in the AAA’s rules relative to employment disputes. However, the Company does not pay for your attorneys’ fees or costs incurred by your attorney or you, unless ordered to do so pursuant to an arbitration award. In all respects, the final arbitration ruling will determine which party is responsible for payment of attorneys’ fees and/or costs.
- How is DRA arbitration different from a court trial?

¹ Fees change according to AAA’s rates in effect. See https://www.adr.org/sites/default/files/Employment_Fee_Schedule.pdf

- DRA arbitration is generally faster and less formal, and therefore generally costs less. After the Arbitrator makes an award, it is usually final and binding, with limited rights to appeal. The award is enforceable in a court in accordance with the Federal Arbitration Act.
- Is the Arbitrator limited in what kinds of damages he or she can award?
 - No. An Arbitrator can award any kinds or types of damages that a judge or jury could based on the type of claim that you file.
- Can I still have my own lawyer?
 - Absolutely. Nothing in the DRA limits your right to legal representation, but you must pay for your own lawyer and costs, unless the arbitrator awards you those costs.
- How long does a DRA arbitration take from filing to final award?
 - That depends on the Arbitrator and the AAA's scheduling of issues such as discovery and filing of briefs, but most arbitrations should be resolved within 180 days after the Arbitrator's appointment. The Company believes it is in everyone's best interests to get a final arbitration ruling as quickly and expediently as possible.