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Company Name Arbitration Agreement

Our company greatly values its relationships with its employees. We realize that no matter how hard we may try, an occasional breakdown in the relationship may occur. The purpose of this Mediation and Arbitration Agreement is to help avoid the time, expense and emotions associated with dragging our problems through the litigation system.

1. **Agreement to Mediate** – You and the Company agree to first attempt a mediation of any dispute covered by this Agreement. Mediation is a non-binding process allowing the parties to resolve claims without extensive cost, time and emotion. This mediation shall be conducted pursuant to the Rules and Procedures of the American Arbitration Association for the resolution of employment disputes, or as otherwise stipulated by the parties.

The parties agree to make a good faith effort at mediating any dispute prior to filing a claim for arbitration.

2. **Agreement to Arbitrate; Designated Claims** - The parties agree that all references to the "Company" in this Agreement shall include and all of its subsidiary and affiliated entities, including all former, current and future officers, directors and employees of all such entities, in their capacity as such or otherwise; all benefit plans and their sponsors, fiduciaries, administrators, affiliates and agents, in their capacity as such and otherwise; and all successors and assigns of any of them. Except as otherwise provided in this Agreement, the Company and the Employee hereby consent to the resolution by binding arbitration of all claims or controversies for which a federal or state court or other dispute resolution body otherwise would be authorized to grant relief, whether or not arising out of, relating to or associated with the Employee's employment with the Company, that the Employee may have against the Company or that the Company may have against the Employee.

Claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant, express or implied; tort claims; claims for discrimination or harassment on bases which include but are not limited to race, sex, sexual orientation, religion, national origin, age, marital status, disability or medical condition; claims for benefits, except as excluded in paragraph 6; and claims for violation of any federal, state or other governmental constitution, statute, ordinance, regulation, or public policy including but not limited to Title VII of the Civil Rights Act, Age Discrimination in Employment Act, The Americans with Disabilities Act, Family and Medical

Leave Act, Equal Pay Act and their state equivalents. The purpose and effect of this Agreement is to substitute arbitration as the forum for resolution of the Claims; all responsibilities of the parties under the statutes applicable to the Claims shall be enforced. We both understand and agree that we are entering into this Agreement voluntarily, and that this Agreement provides for the waiver of our respective rights to a trial by jury on the claims covered by this Agreement.

3. **Neutral Mediator or Arbitrator** – Any mediation or arbitration of disputes shall be conducted by a neutral mediator/arbitrator.
4. **Governing Law** - All arbitrations covered by this Agreement shall be adjudicated in accordance with the state or federal law that would be applied by a United States District Court sitting at [the place of the hearing].
5. **Location of Arbitration** - The parties agree that any dispute shall be held in the _____ offices of _____ pursuant to its [Rules for Arbitration Employment Disputes.]
6. **Rights** - Please understand that by signing this agreement, and except for those matters excluded, the Employee and Company waives any right that it, he or she may possess to have employment related disputes litigated in a court or by jury trial.
7. **Claims Not Covered by This Agreement** - This Agreement does not apply to or cover claims for workers' compensation or unemployment compensation benefits; claims resulting from the default of any obligation of the Company or the Employee under a loan agreement; claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information; or claims based upon an employee pension or benefit plan that either (1) contains an arbitration or other non-judicial resolution procedure, in which case the provisions of such plan shall apply, or (2) is underwritten by a commercial insurer which decides claims. If either the Company or the Employee has more than one claim against the other, one or more of which is not covered by this Agreement, such claims shall be determined separately in the appropriate forum for resolution of those claims. Nothing in this Agreement shall preclude the parties from agreeing to resolve claims other than Claims covered by this Agreement pursuant to the provisions of this Agreement.
8. **Statute of Limitations** - Any claim governed by this Agreement shall be filed no later than one year from the date of discovery, or one year from the last date employment, which ever comes first.