



THE ARCHDIOCESE OF SAN FRANCISCO
OFFICE OF HUMAN RESOURCES

ACKNOWLEDGMENT AND AGREEMENT TO ARBITRATE

I acknowledge that in the event that a serious employment dispute arises between me and the Archdiocese, the parties involved will make all efforts to resolve these disputes through informal means. If these informal attempts at resolution fail, the parties involved will submit the dispute to final and binding arbitration, if the dispute arises out of or is related to the termination of my employment, any allegation of discrimination or sexual or other harassment or retaliation.

I acknowledge that by accepting or continuing in employment with the Archdiocese I agree to submit to final and binding arbitration, pursuant to the Archdiocese's Alternative Dispute Resolution Policies which I have received a copy, any dispute between me and the Archdiocese arising out of or related to the termination of my employment, alleged discriminatory conduct, alleged sexual or other harassment or retaliation. Arbitration is the exclusive remedy for all such disputes; no other action may be brought in any other forum. Disputes related to workers' compensation, unemployment insurance, and wage and hour issues are not arbitrable. THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO A CIVIL COURT ACTION FOR A DISPUTE RELATING TO TERMINATION OF EMPLOYMENT, ALLEGED DISCRIMINATORY CONDUCT, OR ALLEGED SEXUAL OR OTHER HARASSMENT; ONLY THE ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE.

Such arbitration is the exclusive remedy for both me and the Archdiocese. However, this agreement to arbitrate does not undermine the fact that I am an "at-will" employee and can therefore be terminated for any reason, or no reason at all.

I understand that employment disputes arising out of or related to termination of employment, discriminatory conduct, alleged sexual or other harassment or retaliation include, but are not limited to, the following: alleged violations of federal, state and/or local constitutions, statutes or regulations; claims based on any purported breach of contractual obligation, including breach of the covenant of good faith and fair dealing; and claims based on any purported breach of duty arising in tort, including violations of public policy.

I agree that if any court of competent jurisdiction declares that any part of this arbitration provision is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts of this arbitration agreement, and the illegal, invalid or unenforceable part will no longer be part of this agreement.

Employee signature

Employee's name [Printed]

Date

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]