



CATHOLIC DIOCESE OF SAGINAW ARBITRATION AGREEMENT

The parties, _____ (“Employee”) and the Catholic Diocese of Saginaw (“Diocese”), including all of its parishes, schools and other affiliated institutions, in consideration of employment and for other valuable consideration, hereby agree to arbitrate any disputes between them under the terms and conditions identified below.

Any claim or controversy arising out of Employee’s employment relationship with the Diocese, including any of its parishes, schools or other affiliated institutions, which would otherwise be litigated in state or federal court, including but not limited to any claims for wrongful discharge, employment discrimination or defamation, shall be settled by binding arbitration under the Michigan Arbitration Act, MCL 600.5001, *et seq.* Arbitration shall represent the exclusive remedy with respect to any such claim, controversy or dispute.

Arbitration under this agreement will be governed under the employment dispute resolution rules of the American Arbitration Association in effect at the time the request for arbitration is made. Each party shall have an independent right to choose to be represented by a lawyer in arbitration. The parties shall have the ability to obtain reasonable discovery including the taking of depositions. The parties shall have the right to summon witnesses. The arbitrator shall have the power to issue subpoenas.

The arbitrator's award shall be in writing and shall contain findings of fact and conclusions of law. The arbitrator’s award must comport with applicable law. Any resulting award shall be filed by the successful party with the clerk of the 10th Judicial Circuit Court for the State of Michigan and judgment shall be rendered upon the award by that Court. The arbitrator's award will also be subject to judicial review in accordance with Michigan law.

All demands for arbitration must be filed with the American Arbitration Association within One Hundred Eighty (180) days from the date of the incident giving rise to any claim. If either party fails to file for arbitration within the One Hundred Eighty (180) Day period, the party shall be deemed to have waived the right to dispute the underlying claim.

The parties agree to be bound as set forth above and have executed this Arbitration Agreement on this _____ day of _____, 20__.

EMPLOYEE:

DIOCESE OR OTHER EMPLOYING UNIT:

Signature Date

Signature Date

Printed Name of Employee

Title