



Guide Dogs for the Blind

ARBITRATION AND FORMAL DISPUTE RESOLUTION POLICY

This policy applies to any employment-related dispute between an employee and GDB or any of GDB's agents or employees, whether initiated by the employee or by GDB. A person who has previously applied for employment but not been hired and/or applied for and actually or allegedly been employed with GDB but whose employment has been terminated (either voluntarily or involuntarily) and who wishes to initiate formal dispute resolution proceedings is an employee under this policy. This policy requires all such disputes to be resolved only by an arbitrator through final and binding arbitration.

Such disputes include without limitation disputes arising out of or relating to interpretations or applications of this policy or the employment relationships and disputes about trade secrets, unfair competition, compensation, termination, or harassment and claims 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, and state statutes, if any, addressing the same subject matters, and all other state statutory and common law (excluding workers compensation claims).

There are no judge or jury trials permitted under this policy. GDB and the employee expressly waive any right that they may have to a judge or jury trial of any dispute(s) arising out of or in any way related to any actual or alleged employment or application for employment with GDB, to have any formal dispute resolution proceedings concerning any such dispute(s) take place in a local, state or federal court, and to have any formal dispute resolution proceedings concerning any such dispute(s) be heard or presided over by an active local, state or federal judge or judicial officer. This policy requires all such disputes to be heard, determined, and resolved only by an arbitrator through final binding arbitration.

This policy is governed by the Federal Arbitration Act, 9 U.S.C., 1 et seq. The neutral arbitrator shall be selected by mutual agreement from an association or listing of arbitrators or retired judges in the general geographical vicinity of the place where the dispute arose or where the Employee last worked for GDB. Nothing in this policy shall be deemed to preclude an employee from filing or maintaining a charge with the Equal Employment Opportunity Commission or National Labor Relations Board.

A demand for arbitration must be in writing and delivered by hand or first class mail to the other party with in the applicable statute of limitations period. Any demand made to GDB shall be delivered to GDB's HR Department.

In arbitration, the parties will have the right to conduct civil discovery and bring motions as provided by the Federal Rules of Civil Procedure. However, there will be no right or authority for any dispute to be brought, heard or arbitrated as a class action, private attorney general, or in a representative capacity on behalf of any person.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, GDB will pay all arbitration fees, less an amount equivalent to the filing fee for a civil complaint in any court (1) that, but for this policy, would have had jurisdiction over the parties, and (2) where venue would have been proper. The employee shall pay that portion of the arbitration fees equivalent to the civil court filing fee. If two or more courts would have had jurisdiction over the parties and would have been a proper venue for the claims asserted by the employee, the employee's portion of the arbitration fees shall be equal to the lowest of all potential filing fees.

Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be required by law, neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

This policy is the full and complete policy relating to the arbitration and formal resolution of employment-related disputes.

EMPLOYEE'S NAME: _____ DATE: _____

EMPLOYEE'S SIGNATURE: _____