

DISCLAIMER

This document has been designed as a "sample" form, and should not be construed as legal advice, or being legally sufficient for all uses. The validity of arbitration agreements between employers and employees depends on various factors, including state laws. Arbitration agreements between employers and employees may only work for certain employers in a state. You are strongly urged to consult with competent legal counsel regarding employment-related matters and issues affecting your business or personnel practices prior to implementing any employment form or policy.

NOTICE

To: South Carolina Employers

RE: Arbitration Agreements in Employment

South Carolina law does not allow employers to condition employment upon signing an agreement to arbitrate employment disputes. Thus, you cannot terminate an employee's employment (or refuse to consider an applicant) solely because the employee (or applicant) refuses to sign the arbitration agreement.

COMPREHENSIVE AGREEMENT
EMPLOYMENT AT-WILL AND ARBITRATION

1. It is agreed by and between _____ (“Employee”) and _____ (“Company”) that the Company or Employee can terminate the employment and compensation of Employee at any time, with or without cause and/or with or without advance notice, at the option of the Company or the Employee.

2. It is further agreed that Employee and the Company will utilize binding arbitration to resolve all disputes that may arise out of the employment context. Both the Company and Employee agree that any claim, dispute, and/or controversy that either Employee may have against the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or the Company may have against Employee, arising from, related to, or having any relationship or connection whatsoever with Employee seeking employment with, employment by, or other association with the Company shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the South Carolina Uniform Arbitration Act. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on the South Carolina Human Affairs Law, Title VII of the Civil Rights Act of 1964, as amended, or any other State, local or federal laws or regulations) equitable law, or otherwise, with exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under state workers’ compensation laws, administrative claims for unemployment benefits, or as otherwise required by law. However, nothing herein shall prevent Employee from filing and pursuing administrative proceedings before the United States Equal Opportunity Commission or an equivalent State agency (although if Employee chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). In addition to requirements imposed by law, any arbitrator herein shall be a retired South Carolina Circuit Court Judge, or U.S. District Court Judge (or other similarly qualified individual with arbitration experience as mutually agreed to by the parties), and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in U.S. District Court, the following shall apply and be observed: all rules of pleading, all rules of evidence, all rights to discovery, and all rights to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings. Resolution of the dispute shall be based solely upon the law governing the claims and defenses set forth in the pleadings, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged. As reasonably required to allow full use and benefit of this agreement, the arbitrator shall extend the times set for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this agreement shall be enforceable. **EMPLOYEE UNDERSTANDS AND**

AGREES TO THIS BINDING ARBITRATION PROVISION, AND BOTH EMPLOYEE AND THE COMPANY GIVE UP THEIR RIGHT TO TRIAL BY JURY OF ANY CLAIM EMPLOYEE OR THE COMPANY MAY HAVE AGAINST EACH OTHER.

3. This is the entire agreement between the Company and the Employee regarding dispute resolution, the length of my employment, and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.

4. It is further agreed and understood that any agreement contrary to the terms of this Agreement must be entered into, in writing, by the President of the Company. No supervisor or representative of the Company, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the terms of this Agreement. Oral representations made before or after you are hired do not alter this Agreement.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Signed at _____, South Carolina, this ____ day of _____, 20__.

Employee's Signature