

*TR: d m uc  
8-5-09  
Wesley  
8/5/09*

**ACKNOWLEDGEMENT AND WAIVER OF RIGHTS FOR DISCRIMINATION COMPLAINTS**

The undersigned CX employee, hereafter "Grievant," acknowledges that he or she is aware of the terms of Article 21 of the Memorandum of Understanding ("MOU") between his or her exclusive representative, the Coalition of University Employees ("CUE"), and the Regents of the University of California ("University"). The grievant, after full opportunity for consultation with his or her representatives or advisors, does, by signature to this ACKNOWLEDGEMENT AND WAIVER OF RIGHTS, irrevocably and forever waive, give up and forego the rights to seek redress of his or her discrimination claims, grievance, or complaint (collectively "claims") in a forum or forums outside the grievance/arbitration process that he or she might otherwise have in the absence of this ACKNOWLEDGEMENT AND WAIVER OF RIGHTS, as more fully set forth below. The discrimination claims affected by this ACKNOWLEDGEMENT AND WAIVER OF RIGHTS are those stated in Grievance No. \_\_\_\_\_, a copy of which is attached to this ACKNOWLEDGEMENT AND WAIVER OF RIGHTS.

1. Grievant understands that by signing this ACKNOWLEDGEMENT AND WAIVER OF RIGHTS, the Grievant is making a voluntary and knowing waiver of the Grievant's right to pursue his or her discrimination claims in any alternative forum (e.g. DFEH, EEOC, state and federal court) , other than the forum or forums provided for in the provisions of the MOU.
2. By signing this ACKNOWLEDGEMENT AND WAIVER OF RIGHTS, Grievant grants permission to CUE to process his or her discrimination claims according to the provisions of the MOU. If the Grievant chooses not to sign this ACKNOWLEDGEMENT AND WAIVER OF RIGHTS, the Grievant's discrimination claims will not be processed according to the provisions of the MOU.
3. Grievant understands the procedural and substantive differences between arbitration and the other remedial forums or forums in which the Grievant's discrimination claims might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums.
4. Grievant understands that election to use the grievance/arbitration process of the MOU is irrevocable; that is, once signed and delivered to the University, this ACKNOWLEDGEMENT AND WAIVER OF RIGHTS cannot be withdrawn or modified.
5. Grievant understands that his or her ACKNOWLEDGEMENT AND WAIVER OF RIGHTS will apply not only to the pending discrimination claims, but also to any future grievance he or she might wish to pursue based on the facts alleged in Grievance No. \_\_\_\_\_. However, this ACKNOWLEDGEMENT AND WAIVER OF RIGHTS will not apply to any incidents or claims that occur after the date of the Grievant's signature below.
6. Grievant acknowledges that he or she has read and understood the forgoing provision of this ACKNOWLEDGEMENT AND WAIVER OF RIGHTS FOR DISCRIMINATION COMPLAINTS and certifies that he or she wishes to waive, and by signing this form does waive, any and all rights to prosecute the discrimination claims in any forum other than the grievance/arbitration procedure of the MOU.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_ Witnessed: \_\_\_\_\_