



## Expedited Labor Arbitration Procedures

In response to the concern of parties over rising costs and delays in grievance arbitration, the American Arbitration Association has established expedited procedures under which cases are scheduled promptly and awards rendered no later than seven days after the hearings. In return for giving up certain features of traditional labor arbitration, such as transcripts, briefs, and extensive opinions, the parties using these simplified procedures can obtain quick decisions and realize certain cost savings.

Leading labor arbitrators have indicated a willingness to offer their services under these procedures, and the Association makes every effort to assign the best possible arbitrators with early available hearing dates. Since the establishment of these procedures, an ever increasing number of parties have taken advantage of them.

### **E1. Agreement of Parties**

The Streamlined Labor Arbitration Rules, or the Expedited Labor Arbitration Rules of the American Arbitration Association, in the form obtaining when the arbitration is initiated, shall apply whenever the parties have agreed to arbitrate under them.

These procedures shall be applied as set forth below, in addition to any other portion of the Labor Arbitration Rules not in conflict with these expedited procedures.

### **E2. Appointment of Neutral Arbitrator**

The AAA shall appoint a single neutral arbitrator from its National Roster of Labor Arbitrators, who shall hear and determine the case promptly.

### **E3. Qualifications of Neutral Arbitrator**

Any person appointed or to be appointed as an arbitrator shall disclose to the AAA any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration. The prospective arbitrator shall also disclose any circumstance likely to prevent a prompt hearing. The disclosure obligations in this section shall remain in effect throughout the arbitration. Upon receipt of such information, the AAA shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

### **E4. Vacancies**

The AAA is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to serve promptly.

### **E5. Date, Time, and Place of Hearing**

The arbitrator shall fix the date, time, and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally, electronically or by facsimile.

### **E6. No Stenographic Record**

There shall be no stenographic record of the proceedings.



### **E7. Proceedings**

The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing to be held within seven days.

### **E8. Post-hearing Briefs**

There shall be no post-hearing briefs.

### **E9. Time of Award**

The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than seven days from the date of the closing of the hearing.

### **E10. Form of Award**

The award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.

## **Administrative Fees**

### **Expedited Administrative Fee**

The initial administrative fee is \$150 for each party, due and payable at the time of filing. No refund of the initial fee is made when a matter is withdrawn or settled after the filing of the demand for arbitration or submission.

An additional fee of \$25.00 for each party shall apply if a list of arbitrators is requested.

### **Arbitrator Compensation**

Unless mutually agreed otherwise, the arbitrator's compensation shall be borne equally by the parties, in accordance with the fee structure disclosed in the arbitrator's biographical profile submitted to the parties.

### **Hearing Room Rental**

Hearing rooms are available on a rental basis at AAA offices. Please check with your Case Management Center or local AAA office for specific availability and rates.

### **Postponement Fees**

A fee of \$150 is payable by a party causing a postponement of any scheduled hearing that is subsequently rescheduled by the AAA.

### **Fees for Additional Services**

The AAA reserves the right to assess additional administrative fees for services performed by the AAA that go beyond those provided for in the AAA's rules, but which are required as a result of the parties' agreement or stipulation.