

# Labor Arbitration Rules (Including Expedited Labor Arbitration Rules)

Amended and Effective August 1, 2007

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## Introduction

Every year, labor and management enter into thousands of collective bargaining agreements. Virtually all of these agreements provide for arbitration of unresolved grievances. For decades, the American Arbitration Association (AAA) has been a leading administrator of labor-management disputes.

The American Arbitration Association is a public-service, not-for-profit organization offering a broad range of dispute resolution services to business executives, attorneys, individuals, trade associations, unions, management, consumers, families, communities, and all levels of government. Services are available through AAA headquarters in New York City and through offices located in major cities throughout the United States. Hearings may be held at locations convenient for the parties and are not limited to cities with AAA offices. In addition, the AAA serves as a center for education and training, issues specialized publications, and conducts research on all forms of out-of-court dispute settlement.

Arbitration is a tool of industrial relations. Like other tools, it has limitations as well as advantages. In the hands of an expert, it produces useful results. When abused or made to do things for which it was never intended, the outcome can be disappointing. For these reasons, all participants in the process--union officials, employers, personnel executives, attorneys, and the arbitrators themselves--have

an equal stake in orderly, efficient, and constructive arbitration procedures. The AAA's Labor Arbitration Rules provide a time-tested method for efficient, fair, and economical resolution of labor-management disputes. By referring to them in a collective bargaining agreement, the parties can take advantage of these benefits.

The parties can provide for arbitration of future disputes by inserting the following clause into their contracts:

Any dispute, claim, or grievance arising from or relating to the interpretation or application of this agreement shall be submitted to arbitration administered by the American Arbitration Association under its Labor Arbitration Rules. The parties further agree to accept the arbitrator's award as final and binding on them.

For relatively uncomplicated grievances, parties who use the labor arbitration services of the American Arbitration Association may agree to use expedited procedures that provide a prompt and inexpensive method for resolving disputes. This option responds to a concern about rising costs and delays in processing grievance-arbitration cases. The AAA's Expedited Labor Arbitration Procedures, by eliminating or streamlining certain steps, are intended to resolve cases within a month of the appointment of the arbitrator. The procedures are in the following pages.

## Labor Arbitration Rules

### 1. Agreement of Parties

The parties shall be deemed to have made these rules a part of their arbitration agreement whenever, in a collective bargaining agreement or submission, they have provided for arbitration by the American Arbitration Association (hereinafter the AAA) or under its rules. These rules and any amendment thereof shall apply in the form obtaining when the arbitration is initiated. The parties, by written agreement, may vary the procedures set forth in these rules.

### 2. Name of Tribunal

Any tribunal constituted by the parties under these rules shall be called the Labor Arbitration Tribunal.

### 3. Administrator

When parties agree to arbitrate under these rules and an arbitration is instituted thereunder, they thereby authorize the AAA to administer the arbitration. The authority and obligations of the administrator are as provided in the agreement of the parties and in these rules.

#### 4. Delegation of Duties

The duties of the AAA may be carried out through such representatives or committees as the AAA may direct.

#### 5. Panel of Neutral Labor Arbitrators

The AAA shall establish and maintain a Panel of Neutral Labor Arbitrators and shall appoint arbitrators there from as hereinafter provided.

#### 6. Office of Tribunal

The general office of the Labor Arbitration Tribunal is the headquarters of the AAA, which may, however, assign the administration of an arbitration to any of its regional offices.

#### 7. Initiation under an Arbitration Clause in a Collective Bargaining Agreement

Arbitration under an arbitration clause in a collective bargaining agreement under these rules may be initiated by either party in the following manner:

- a. by giving written notice to the other party of its intention to arbitrate (demand), which notice shall contain a statement setting forth the nature of the dispute and the remedy sought, and
- b. by filing at any regional office of the AAA three copies of the notice, together with a copy of the collective bargaining agreement or such parts thereof as relate to the dispute, including the arbitration provisions. After the arbitrator is appointed, no new or different claim may be submitted except with the consent of the arbitrator and all other parties.

#### 8. Answer

The party upon whom the demand for arbitration is made may file an answering statement with the AAA within ten days after notice from the AAA, simultaneously sending a copy to the other party. If no answer is filed within the stated time, it will be treated as a denial of the claim. Failure to file an answer shall not operate to delay the arbitration.

#### 9. Initiation under a Submission

Parties to any collective bargaining agreement may initiate an arbitration under these rules by filing at any regional office of the AAA two copies of a written agreement to arbitrate under these rules

(submission), signed by the parties and setting forth the nature of the dispute and the remedy sought.

## 10. Fixing of Locale

The parties may mutually agree on the geographic region (locale) where the arbitration is to be held. If the locale is not designated in the collective bargaining agreement or submission, and if there is a dispute as to the appropriate locale, the AAA shall have the power to determine the locale and its decision shall be binding.

## 11. Qualifications of Arbitrator

Any neutral arbitrator appointed pursuant to Section 12, 13, or 14 or selected by mutual choice of the parties or their appointees, shall be subject to disqualification for the reasons specified in Section 17. If the parties specifically so agree in writing, the arbitrator shall not be subject to disqualification for those reasons. Unless the parties agree otherwise, an arbitrator selected unilaterally by one party is a party-appointed arbitrator and is not subject to disqualification pursuant to Section 17.

The term "arbitrator" in these rules refers to the arbitration panel, whether composed of one or more arbitrators and whether the arbitrators are neutral or party appointed.

## 12. Appointment from Panel

If the parties have not appointed an arbitrator and have not provided any other method of appointment, the arbitrator shall be appointed in the following manner: immediately after the filing of the demand or submission, the AAA shall submit simultaneously to each party an identical list of names of persons chosen from the Panel of Labor Arbitrators. Each party shall have ten days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA.

If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall have the power to make the appointment from among other members of the panel without the submission of any additional list.

### 13. Direct Appointment by Parties

If the agreement of the parties names an arbitrator or specifies a method of appointing an arbitrator, that designation or method shall be followed. The notice of appointment, with the name and address of the arbitrator, shall be filed with the AAA by the appointing party. Upon the request of any appointing party, the AAA shall submit a list of members of the panel from which the party may, if it so desires, make the appointment.

If the agreement specifies a period of time within which an arbitrator shall be appointed and any party fails to make an appointment within that period, the AAA may make the appointment.

If no period of time is specified in the agreement, the AAA shall notify the parties to make the appointment and if within ten days thereafter such arbitrator has not been so appointed, the AAA shall make the appointment.

### 14. Appointment of Neutral Arbitrator by Party-Appointed Arbitrators

If the parties have appointed their arbitrators or if either or both of them have been appointed as provided in Section 13, and have authorized those arbitrators to appoint a neutral arbitrator within a specified time and no appointment is made within that time or any agreed extension thereof, the AAA may appoint a neutral arbitrator who shall act as chairperson.

If no period of time is specified for appointment of the neutral arbitrator and the parties do not make the appointment within ten days from the date of the appointment of the last party-appointed arbitrator, the AAA shall appoint a neutral arbitrator who shall act as chairperson.

If the parties have agreed that the arbitrators shall appoint the neutral arbitrator from the panel, the AAA shall furnish to the party-appointed arbitrators, in the manner prescribed in Section 12, a list selected from the panel, and the appointment of the neutral arbitrator shall be made as prescribed in that section.

### 15. Number of Arbitrators

If the arbitration agreement does not specify the number of arbitrators, the dispute shall be heard and determined by one arbitrator, unless the parties otherwise agree.

### 16. Notice to Arbitrator of Appointment

Notice of the appointment of the neutral arbitrator shall be sent to

the arbitrator by the AAA and the signed acceptance of the arbitrator shall be filed with the AAA prior to the opening of the first hearing.

## 17. Disclosure and Challenge Procedure

No person shall serve as a neutral arbitrator in any arbitration under these rules in which that person has any financial or personal interest in the result of the arbitration. Any prospective or designated neutral arbitrator shall immediately disclose any circumstance likely to affect impartiality, including any bias or financial or personal interest in the result of the arbitration. Upon receipt of this information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator. Upon objection of a party to the continued service of a neutral arbitrator, the AAA, after consultation with the parties and the arbitrator, shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

## 18. Vacancies

If any arbitrator should resign, die, or otherwise be unable to perform the duties of the office, the AAA shall, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in the same manner as that governing the making of the original appointment, and the matter shall be reheard by the new arbitrator unless the parties agree upon an alternative arrangement.

## 19. Date, Time, and Place of Hearing

The parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to established deadlines and hearing schedules. Upon the request of either party or the AAA, the arbitrator shall have the authority to convene a scheduling conference call and/or issue a Notice of Hearing setting the date, time and place for each hearing.

The parties will receive a formal written Notice of Hearing detailing the arrangements agreed to by the parties or ordered by the arbitrator at least five days in advance of the hearing date, unless otherwise agreed by the parties.

## 20. Representation

Any party may be represented by counsel or other authorized representative.

## 21. Stenographic Record and Interpreters

Any party wishing a stenographic record shall make arrangements directly with a stenographer and shall notify the other parties of

such arrangements in advance of the hearing. The requesting party or parties shall pay the cost of the record. If the transcript is agreed by the parties to be or, in appropriate cases, determined by the arbitrator to be the official record of the proceeding, it must be made available to the arbitrator and to the other party for inspection, at a time and place determined by the arbitrator even if one party does not agree to pay for the transcript.

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

## **22. Attendance at Hearings**

Persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrator shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other person.

## **23. Postponements**

The arbitrator for good cause shown may postpone the hearing upon the request of a party or upon his or her own initiative and shall postpone when all of the parties agree thereto.

## **24. Oaths**

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if required by law or requested by either party, shall do so.

## **25. Majority Decision**

Whenever there is more than one arbitrator, all decisions of the arbitrators shall be by majority vote. The award shall also be made by majority vote unless the concurrence of all is expressly required.

## **26. Order of Proceedings**

A hearing shall be opened by the filing of the oath of the arbitrator, where required; by the recording of the date, time, and place of the hearing and the presence of the arbitrator, the parties, and counsel, if any; and by the receipt by the arbitrator of the demand and answer, if any, or the submission.

Exhibits may, when offered by either party, be received in evidence by the arbitrator. The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.

The arbitrator may vary the normal procedure under which the initiating party first presents its claim, but in any case shall afford full and equal opportunity to all parties for the presentation of relevant proofs.

## **27. Arbitration in the Absence of a Party or Representative**

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the other party to submit such evidence as may be required for the making of an award.

## **28. Evidence and Filing of Documents**

The parties may offer such evidence as is relevant and material to the dispute, and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. An arbitrator authorized by law to subpoena witnesses and documents may do so independently or upon the request of any party. The arbitrator shall be the judge of the relevance and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the arbitrators and all of the parties except where any of the parties is absent in default or has waived the right to be present.

All documents that are not filed with the arbitrator at the hearing, but arranged at the hearing or subsequently by agreement of the parties to be submitted, shall be filed with the AAA for transmission to the arbitrator or transmitted to the arbitrator directly if the parties agree. All parties shall be afforded the opportunity to examine such documents.

Documents may be filed by regular or electronic mail or telephone facsimile, and will be deemed timely if postmarked or otherwise transmitted to the arbitrator or the AAA on or before the due date.

## **29. Evidence by Affidavit**

The arbitrator may receive and consider the evidence of witnesses by affidavit, giving it only such weight as seems proper after consideration of any objection made to its admission.

## **30. Inspection**

Whenever the arbitrator deems it necessary, he or she may make an inspection in connection with the subject matter of the dispute after notice to the parties, who may, if they so desire, be present at the

inspection.

### 31. Closing of Hearings

The arbitrator shall inquire of all parties whether they have any further proof to offer or witness to be heard. Upon receiving negative replies or if satisfied that the record is complete, the arbitrator shall declare the hearings closed and a minute thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be declared closed as of the final date set by the arbitrator for filing with the AAA. If documents are to be filed as provided in Section 28 and the date for their receipt is later than the date set for the receipt of briefs, the later date shall be the date of closing the hearing. The time limit within which the arbitrator is required to make an award shall commence to run, in the absence of another agreement by the parties, upon the closing of the hearings.

### 32. Reopening of Hearings

The hearings may for good cause shown be reopened by the arbitrator at will or on the motion of either party at any time before the award is made but, if the reopening of the hearings would prevent the making of the award within the specific time agreed upon by the parties in the contract out of which the controversy has arisen, the matter may not be reopened unless both parties agree to extend the time. When no specific date is fixed in the contract, the arbitrator may reopen the hearings and shall have 30 days from the closing of the reopened hearings within which to make an award.

### 33. Waiver of Oral Hearings

The parties may provide, by written agreement, for the waiver of oral hearings. If the parties are unable to agree as to the procedure, the AAA shall specify a fair and equitable procedure.

### 34. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection thereto in writing shall be deemed to have waived the right to object.

### 35. Extensions of Time

The parties may modify any period of time by mutual agreement. The AAA or the arbitrator may for good cause extend any period of time established by these rules, except the time for making the award. The AAA shall notify the parties of any such extension of time and its reason therefore.

### 36. Serving of Notice

Each party to a submission or other agreement that provides for arbitration under these rules shall be deemed to have consented and shall consent that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgment on an award made there under may be served upon the party by mail addressed to the party or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held. The AAA and the parties may also use facsimile transmission, telex, telegram, or other written forms of electronic communication to give the notices required by these rules.

### 37. Time of Award

The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 30 days from the date of closing the hearings as provided in Section 31, with five additional days for mailing if briefs are to be filed or other documents are to be transmitted pursuant to Section 28.

If oral hearings have been waived, the award shall be rendered no later than 30 days from the date of transmitting the final statements and proofs to the arbitrator.

The award shall be deemed to be "rendered" on the date it is postmarked or otherwise transmitted to the AAA by the arbitrator, whether by regular mail, electronically, or by telephone facsimile.

If an award is transmitted electronically or by facsimile, the arbitrator shall promptly deliver an original copy to the AAA.

### 38. Form of Award

The award shall be in writing and shall be signed either by the neutral arbitrator or by a concurring majority if there is more than one arbitrator. The parties shall advise the AAA whenever they do not require the arbitrator to accompany the award with an opinion.

### 39. Award upon Settlement

If the parties settle their dispute during the course of the arbitration, the arbitrator may, upon their request, set forth the terms of the agreed settlement in an award.

### 40. Delivery of Award to Parties

Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to the party at its last known address or to its representative; personal service of the award; or the filing of the award in any other

manner that is permitted by law.

#### **41. Release of Documents for Judicial Proceedings**

The AAA shall, upon the written request of a party, furnish to such party, at its expense, certified facsimiles of any papers in the AAA's possession that may be required in judicial proceedings relating to the arbitration.

#### **42. Judicial Proceedings and Exclusion of Liability**

a. Neither the AAA nor any arbitrator in a proceeding under these rules is a necessary party in judicial proceedings relating to the arbitration.

b. Neither the AAA nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these rules.

#### **43. Administrative Fees**

As a not-for-profit organization, the AAA shall prescribe an administrative fee schedule to compensate it for the cost of providing administrative services. The schedule in effect at the time of filing shall be applicable.

#### **44. Expenses**

The expenses of witnesses for either side shall be paid by the party producing such witnesses. Expenses of the arbitration, other than the cost of the stenographic record, including required traveling and other expenses of the arbitrator and of AAA representatives and the expenses of any witness or the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise, or unless the arbitrator, in the award, assesses such expenses or any part thereof against any specified party or parties.

#### **45. Communication with Arbitrator**

There shall be no direct communication between the parties and a neutral arbitrator on substantive matters relating to the case other than at oral hearings, unless the parties and the arbitrator agree otherwise. Any other oral or written communication from the parties to the arbitrator shall be directed to the AAA for transmittal to the arbitrator.

This rule does not prohibit communications on non-substantive matters such as travel arrangements and driving directions, nor does it prohibit direct communications in special circumstances (such as emergency delays) when the AAA case manager is unavailable.

## 46. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of any such rule, it shall be decided by a majority vote. If that is unobtainable, the arbitrator or either party may refer the question to the AAA for final decision. All other rules shall be interpreted and applied by the AAA.

### Administrative Fees

#### Full Service Administrative Fee

The initial administrative fee is \$225 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.

#### 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.

#### List Only Service

Parties can contact the AAA and request one list of no more than 15 names. Within 48 hours of receipt of the joint request the AAA will submit a list with a return date of ten days. If the parties mutually agree on the selection of an arbitrator, the AAA closes its file. The administrative fee for list only is \$75 per party.

#### List with Appointment

Parties can contact the AAA and request one list of no more than 15 names. Within 48 hours of receipt of the joint request the AAA will submit a list with a return date of ten days, for review

and appointment of the arbitrator based on the parties' mutual selection. The AAA will notify the parties of the selection of the arbitrator. The administrative fee for list with appointment is \$100 per party.

## **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 get 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 has taken advantage of them.

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

These procedures shall apply whenever the parties have agreed to arbitrate under them, 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.

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

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

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

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

No person shall serve as a neutral arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting an appointment, the prospective arbitrator shall disclose any circumstance likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that arbitrator or communicate the information to the parties.

### **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 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**

### **Initial Administration Fees**

**Initial Administrative Fee** The initial administrative fee is \$125 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.

### **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.

Rules, forms, procedures, and guides, as well as information about applying for a fee reduction or deferral, are subject to periodic change and updating.

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