

Antioch University

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June 2020

### 4.627 Mutual Employee Arbitration Policy

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# ANTIOCH UNIVERSITY

Type of Policy <input checked="" type="checkbox"/> <b>University</b> <input type="checkbox"/> <i>Campus</i> <input type="checkbox"/> <i>Department/Unit</i> <input type="checkbox"/> <i>Interim</i>		<b>Mutual Arbitration of Employment Disputes</b>  <b>Policy 4.627</b>	
<b>Human Resources Policies</b>		Effective date: June 6, 2020	
<b>Policy History:</b>	<b>Approved by:</b>	<b>Resolution #</b>	<b>Date:</b>
<b>Approved</b>	Board of Governors	06.06.20:19	June 6, 2020
<b>Revised</b>	Chancellor	N/A	October 2, 2023
<b>Responsible Office:</b>	<b>Responsible Administrator:</b>	<b>Contact information:</b>	<b>Applies to:</b>
Human Resources	Chief Human Resources Officer	937-769-1375	All employees

## I. Introduction

Antioch University is committed to sustaining a workforce of highly qualified and motivated faculty and staff who are dedicated to achieving the educational and social justice missions of the University. Toward that end, the University strives to provide a work environment that is respectful, collegial and fair.

Antioch University recognizes that from time to time employees may experience problems or have conflicts or concerns related to their employment. The University has adopted employee grievance policies that provide opportunities for informal resolution of employee issues as well as a formal grievance process for those issues that cannot be resolved informally. When the formal grievance process does not provide an employee’s desired outcome, an employee may look outside the University for redress. In some cases, this results in litigation, which is time-intensive, lengthy and costly for all parties. In general, protracted litigation depletes resources and expends energy that the University would prefer to devote to the support of its students and fulfillment of its mission.

## II. Mutual Mandatory Arbitration of Employment Claims

In recognition of the costs and risks of litigation for all parties, the University has adopted a mandatory arbitration policy applicable to all employees, except where it conflicts with a Collective Bargaining Agreement (“CBA”) which contains its own arbitration language, or where prohibited by law. All employees, as a condition of employment and continuing employment with the University agree to binding arbitration of claims related to their employment and termination of employment including but not limited to, discrimination, harassment, breach of contract, defamation, wrongful discharge, and wage and hour claims and all other claims based in the common law or federal, state or local laws. This agreement to arbitrate includes claims brought under the California Private Attorney General Act to the extent the action seeks compensation for violations of the law which you allege you personally suffered. The University also agrees to arbitrate any claims it has against employees related to their employment or termination.

- A. Benefits of Arbitration.** The University recognizes that arbitration has multiple advantages over court litigation, including faster time to resolution, more control over the proceedings, enhanced privacy and lower cost.
- B. Legal Ramifications of Arbitration.** Arbitration is a form of alternative dispute resolution (“ADR”) in which parties to a dispute agree, as an alternative to a lawsuit, to bring the case before a single neutral, private arbitrator, and agree in advance on the finality and binding nature of the arbitrator’s decision. Agreeing to arbitration means waiving the right to a trial by jury.
- C. Class Action Waiver.** Under this policy, employees must bring their claims to arbitration only as individuals. There is no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action (“Class Action Waiver”), except where prohibited by other law.
- D. Appointment Agreements.** Because agreeing to arbitration before a single neutral arbitrator means waiving the rights to a jury trial and a class or collective action, the University will include an explicit acceptance of arbitration and these waivers in each employee’s appointment agreement. Should an employee fail to return a signed copy of the appointment agreement to the Office of Human Resources, the University will deem the employee to have agreed to the terms of the arbitration agreement, jury trial waiver and class action waiver if the employee begins work during the term covered by the appointment agreement.
- E. Arbitration Process.** Employees and the University agree to submit their claims to arbitration under the Federal Arbitration Act (9 U.S.C. §1-16), which provides that an arbitrator's decision may bind the parties unless the arbitration or the arbitrator was fundamentally unfair. In order to ensure a fair arbitration process, arbitration will be conducted in accordance with the JAMS (Judicial Arbitration and Mediation Services)

*General Arbitration Rules & Procedures*, which can be found online at <https://www.jamsadr.com/rules-download/>. The parties are entitled to the same remedies as they would have been entitled to if the case had been brought in court.

**F. Arbitration Costs.** The University will pay the arbitration fees and costs in excess of the filing fees an employee would have incurred if the case had been filed in court. Each party will pay their own attorneys' and expert witness' fees and costs.

**G. Alternative Dispute Resolution.** Nothing in this policy will prevent the parties from agreeing to use other methods of alternative dispute resolution (*e.g.*, mediation) at any time prior to arbitration.

**H. Complaints to Government Agencies.** Nothing in this policy will prevent an employee from filing a complaint with an applicable federal or state agency.