



Top Ways to Avoid Pitfalls in Your Grievance Arbitration

Webinar – August 6, 2013 – 2:00 p.m. ET

PROGRAM SUMMARY

Speakers: Brian Clauss, Esq. and Jeanne C. Wood, Esq.

This webinar will discuss the various pitfalls that can arise between filing the grievance and closing the record during a labor arbitration case. Being unaware of what they are and failing to avoid them can cost you when the arbitration decision is rendered. This webinar will identify some of those pitfalls and provide the parties with best practices for avoiding them. Attendees will learn strategies to implement, best practices to adopt and pitfalls to avoid when preparing for and putting on a labor arbitration cases.

AGENDA

2:00 p.m.	Welcome and Introduction of Speakers	(5 minutes)
2:05 p.m.	Goals for the Session	(5 minutes)
2:10 p.m.	Best Practices to Adopt and Pitfalls to Avoid	(70 minutes)
	<ul style="list-style-type: none">• Obstacles that arise during the grievance steps that could later affect the outcome of the entire case• Best practices for putting on a good hearing that will help the arbitrator understand your side of the story• Key information to include in closing arguments or briefs that will help to persuade the arbitrator to rule in your favor	
3:20 p.m.	Conclusion and Questions	(10 minutes)
3:30 p.m.	Evaluation	(5 minutes)
3:35 p.m.	Adjourn	

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Brian Clauss, Esq.

Current Employer-Title Self-employed - Arbitrator, Mediator and Attorney
John Marshall Law School Veterans Legal Support Center (Pro Bono VA Benefit Law School Legal Clinic) - Director

Profession Arbitrator, Mediator, Attorney

Work History Arbitrator, Mediator, Attorney - self-employed, 2004-present;
Director, John Marshall Veterans Legal Support Center and Clinic, 2007-present;
Assistant State's Attorney representing Cook County, Illinois, 1990-04.

Experience Represented Cook County, Illinois as an Assistant State's Attorney from 1990 to 2004. Began in Criminal Division. Defended numerous employment actions at the state and federal level from initial claim to trial in the Labor and Employment Unit. Defense included claims pursuant to Title VII, ADA, Section 1983 and FMLA and pendant state claims. Clients included the Cook County Sheriff, Cook County Juvenile Temporary Detention, County Assessor and Cook County Hospital (OB Gyn nursing and Pharmacy)

Federal and state court jury trial, bench trial, summary judgment, motion and appellate experience.

Director of a legal clinic that provides pro bono assistance in VA benefit appeals. Training of students and lawyers on VA Benefits. Frequent lecturer and author on the Uniformed Servicemembers Employment and Reemployment Rights Act.

AAA Instructor for arbitration skills. Frequent author and lecturer on labor and employment matters and regularly speaks on the local, state, national and international levels as well as in the media.

Alternative Dispute Resolution Experience Arbitrator and mediator of labor and employment disputes. As a full-time neutral, serves on various arbitration and mediation rosters and panels, including Federal Mediation and Conciliation Service, American Arbitration Association, National Mediation Board, National Railroad Adjustment Board, Illinois Labor Relations Board, Illinois Educational Labor Relations Board, State Universities Civil Service System (factfinder), Illinois State Board of Education, Illinois Department of Labor, Cook County Major Case Civil Mediation. Has also represented Cook County in hundreds of labor arbitrations. Hundreds of awards issued in the following industries/issues:

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INDUSTRIES: police and fire; prison guards; administrative; custodial; construction; education; health care; hospitals/nursing home; pharmaceuticals, manufacturing; office workers/clerical; transportation; trucking and storage; public sector; railroads; steel; utilities.

ISSUES: Public Sector Interest Arbitration; Arbitrability (substantive and procedural); Bargaining Unit Work; Contract Interpretation; Discipline (Discharge); Discipline (Non-discharge); Discrimination (age); Discrimination (disability); Discrimination (national origin); Discrimination (military duty); Discrimination (race); Drug Testing; Federal Sector; Fitness for Duty; FMLA leave; Grievance Mediation; Hiring; Job Bidding/Posting; Job Performance; Layoffs/Bumping; Leave; Management Rights; Medical Leave/On-duty Injury, Military Leave, Minimum Staffing, Off-Duty Conduct; Past Practices; Promotion, Work Hours/ Schedules/ Assignments; Subcontracting/Contracting Out; Working Conditions/Orders; Violence or Threats; Wages and Hours.

Alternative Dispute Resolution Training FACULTY:

AAA Advanced Arbitration Advocacy, 2012

AAA Advanced Arbitration Advocacy, 2011

AAA Webinar, Does the Contract Really Say That: Presenting Contract Interpretation Grievances, 2011

TRAINING:

AAA Arbitration Fundamentals and Best Practices for New Arbitrators, 2011; AAA Labor Arbitrator II Workshop, 2008; AAA - Labor Arbitrator I, 2006; Union Pacific and United Transportation Union, Railroad Arbitration Training, 2006; FMCS, Labor Arbitrator Training, 2004.

Professional Licenses Admitted to the Bar: Illinois, 1990; Federal Trial Bar, Northern District of Illinois.

Professional Associations National Academy of Arbitrators (Central Midwest Region, Regional Chair); Labor and Employment Relations Association (Chicago Chapter, Board of Directors; St Louis Chapter); Veterans Legal Support Center at the John Marshall Law School (Director); Illinois State Bar Association (Military Affairs Committee); Lexis Nexis National Faculty Group.

Education Lake Forest College (BA-1986); John Marshall Law School (JD-1990).

Publications and Speaking Engagements PUBLIC SPEAKING:

Extensive list of speaking engagements - complete list upon request

BOOKS:

SERVICEMEMBERS AND VETERANS RIGHTS, Lexis Nexis (2011)

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MILITARY SERVICE AND THE LAW, Illinois Institute for Continuing Legal Education, (2009).

LAW REVIEW:

Alone in the Country: National Guard and Law Reserve Component Service and the Increased Risk for Homelessness Among Rural Veterans, *The Journal of Law in Society*, Volume 13, No. 2 (2012)

CHAPTERS:

"Employment Rights" in *The American Bar Association's Guide for Military Families*, Random House Publishing, (2013).

"Public Sector Employees" in *The Labor Law Handbook*, Illinois Institute for Continuing Legal Education, 2009.

"Military Activation and Labor Relations," in *Proceedings of the 2008 Meeting of the National Academy of Arbitrators*, Bureau of National Affairs;

"Off-Duty Conduct," in *MANAGING WORKPLACE VIOLENCE*, American Bar Association, 2008 (with Steven M. Bierig and Michelle Camden);

"Public Employees," in *THE LABOR LAW HANDBOOK*, Illinois Institute for Continuing Legal Education, 2006 Supplement (with Steven M. Bierig and Michelle Camden);

ARTICLES:

"When Employees Are Called to Duty," *CHICAGO DAILY LAW BULLETIN*, vol 154 no 216, Oct 31, 2008 (with Joseph Butler);

"Called to Duty in the National Guard and Reserve - an Overview of Federal and Illinois Laws," *ILLINOIS MUNICIPAL REVIEW*, vol. 81 no. 3, February, 2008 (with Margaret Riley Thomas and Lyndsey Kimber);

"Called to Duty - Advising Your Client." in *THE YOUNG LAWYER*, American Bar Association, January 2007;

"Employees Called to Duty in the National Guard and Reserve - an Overview of the Applicable Federal and Illinois Laws," *STATE UNIVERSITIES CIVIL SERVICE SYSTEM*, Summer Quarterly, 2006;

"Res Judicata Implications of Police and Fire Commission Hearings," *ILLINOIS STATE BAR ASSOCIATION LABOR AND EMPLOYMENT LAW NEWSLETTER*, vol. 44 no. 3, September 2006 ;

"Employees Called to Military Duty - an Overview of Military Leave and the Service Member's Rights," *ILLINOIS STATE BAR ASSOCIATION LABOR AND EMPLOYMENT LAW NEWSLETTER*, vol. 44 no. 5, December, 2006 (with James Capparelli and Lyndsey Kimber);

"Privatization of Public Educational Services: The Application of the Doctrine of Successorship in the No Child Left Behind Era," *ILLINOIS PUBLIC EMPLOYEE RELATIONS REPORT*, vol. 22 no. 4, 2005

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Jeanne Charles Wood, Esq.

Current Employer-Title Jeanne Charles Wood, Esq.

Occupation Attorney, Arbitrator, Mediator; Adjunct Professor

Experience Currently serve as a Labor Arbitrator on permanent panels and ADR rosters deciding workplace disputes. Practice also includes private and public mediation in civil, family and workplace disputes. 2005-2011 Worked part time as a Professor for Kaplan University's School of Legal Studies. Taught Alternative Dispute Resolution, Employment Dispute Resolution, Family Law Mediation, Legal Research and Writing, and Legal Ethics. 2003- 2006 As a private attorney, provided advice and counsel to corporate managers on general corporate legal matters including, contract review, shareholder agreements, employment policies and procedures. Developed and drafted employment policies and employee handbooks for profit and not-for-profit corporations. Represented management in employment discrimination cases before the Illinois Commission on Human Rights. Provided training to managers and staff on Title VII discrimination, employee performance standards, hiring, discharge and discipline. 1995-2003 Assistant Counsel for the National Treasury Employees Union. Responsible for representation of collective bargaining units for Federal Government agencies such as ATF, IRS, FDA Department of Health and Human Services and US Customs. On a daily basis, provided advice and counsel to union officials on matters covered by the collective bargaining agreement and federal statutes. Represented employees and/or the union before the FMCS, FLRA, FSIP, arbitrators and administrative law judges. Supervised union elections. Extensive mediation and arbitration practice involving discipline, discharge, performance and promotions. Managed entire litigation process including investigations, witness preparation, direct examinations, cross-examinations, and brief submissions. Lead collective bargaining negotiations for local and regional union offices. Conducted training of union officials routinely and at annual conferences. 1986-1995, worked for Xerox Corporation in Sales and Customer Service organizations, Managed the Chicago District Field Inventory Asset Program. Developed and conducted training of management staff and field personnel regarding effective asset management. Also provided training to staff on various Employee Relations topics. Supervised the Regional Distribution office employees in a union environment.

ARBITRATION/MEDIATION ROSTERS:
American Arbitration Association (Commercial & Labor)
FMCS
Broward, Dade and Palm Beach Counties
FINRA (formerly NASD)

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Cook County Circuit Courts
National Mediation Board (NMB)

Issues AWOL, Absenteeism, Alcoholism, Arbitrability, Awards; Bargaining Impasse Resolutions; Bargaining Unit Certification; Conduct; Contracting Out; Demotion; Disability Discrimination; Discipline (Non-discharge); Discipline (Discharge); Duty of Fair Representation; Excessive Use of Force; Fringe Benefits; Grievance Mediation; Holiday Pay; Interest Arbitration; Leave; Overtime Pay, Past Practice; Race Discrimination; Sexual Harassment; Falsification; FMLA; FLSA; Insubordination; Interest Arbitrations; Work Schedules; Management Rights; Misuse of Employer Property; Office Moves; Official Time; Performance; Promotions; Reduction-In-Force (RIF); Theft; Seniority; Vacation Pay and Violence.

Industries Airlines, Clerical, Communications, Education, Financial, Federal Sector-Grievance; Federal Sector-Interest, Food, Government, Healthcare, Hotels/Resorts, Insurance, Machinery, Non-Profit Organizations, Police and Fire, Prison Guard, Public Sector-Grievance; Public Sector-Interest, Technical, Tobacco, Transportation, Utilities.

Permanent Arbitrator Florida Keys Aqueduct Authority & CWA; Miami-Dade County & IAFF Local 1403; Illinois State Board of Education; IRS & NTEU; State of Florida & AFSCME Council 79; State of Illinois & AFSCME Council 31; State of Florida & Police Benevolent Association.

Work History Arbitrator and Mediator, self-employed, 2005-present; Adjunct Professor, Kaplan University, 2005-present; Attorney, Law Office of Jeanne C. Wood, 2003-present; Assistant Counsel, National Treasury Employees Union, 1995-03; Sales and Service, Xerox Corporation, 1986-95.

Education Northern Illinois University (BS, Personnel and Industrial Relations-1986); DePaul University, College of Law (JD-1994; Dean's Scholarship Recipient).

Professional Associations National Academy of Arbitrators; American Bar Association; Labor & Employment Relations Association (National Chapter; Florida Chapter, Secretary); Illinois State Bar Association.

Professional Licenses Admitted to the Bar, Illinois, 1994; U.S. District Court, Northern District of Illinois, 1994. Supreme Court Certified Family and County Court Mediator (Florida).

Publications and Speaking Engagements Federal Sector Labor Arbitration Conference on the topic of the Telecommuting, Chicago-Kent Law School; Incorporating ADR into Your Law Practice, Minorities in ADR, Capital University School of Law, Columbus, OH. City Colleges of

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Fort Lauderdale, FL, guest speaker on The Fundamentals of Alternative Dispute Resolution. Co-Author Military Service and the Law chapter on Labor and Employment Law (IICLE 2009). The Labor Law Handbook, contributing author (IICLE 2010); Basics of Federal Sector Arbitration, FMCS Arbitrator's Symposium, Chicago, IL (2012).

Alternative Dispute Resolution Training AAA Managing the Arbitration Process for Efficiency & Economy Following the Preliminary Hearing, 2012; AAA Webinar, Disclosures, Depositions and Dispositive Motions in Employment Arbitration, 2012; FMCS/NAA, Complex Public Education Issues, 2011; AAA Labor Arbitrator II Workshop, 2009; AAA Arbitration Fundamentals and Best Practices for New Arbitrators, 2008; AAA - Labor Arbitrator I, 2008; USPS, Transformative Mediation, 2007; FINRA (formerly NASD) Arbitrator Training, 2007; BBB, Arbitrator Training, 2007; FMCS, Becoming a Labor Arbitrator, 2006; Cook County Circuit Courts, Arbitrator Training, 2006; Mediation Training, Inc., Family Mediation, 2005.

Compensation \$1,200.00 Per Day
DOCKETING FEE: \$0
CANCELLATION FEE: \$1200.00

Grievance Arbitration: A full per diem fee will be charged for each hearing day, whether partial or full. A hearing day is any day up to seven (7) hours including travel time. Preparation/study/writing time is prorated on the basis of a seven-hour day.

Cancellation Policy: \$1200 will be charged for each day canceled if notice is provided to the arbitrator less than 15 calendar days before the first scheduled hearing date.

Expenses: Parties will be charged for actual cost of reasonable expenses for postage, long distance calls, airfare, car/taxi rental, food, and lodging. Automobile mileage is charged at the applicable IRS expense rate. Expenses are charged from closest business address. Arbitrator reserves the right to issue interim bills for out of pocket expenses prior to delivery of the award, including those for airfare and hotel.

Travel Time: Arbitrator charges pro-rated per diem fee for any portion of a travel day only if it is more than two (2) hours in travel time from the closest business address.

Citizenship United States of America

Locale Pembroke Pines, FL

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American Arbitration Association

Dispute Resolution Services Worldwide

Grievance Mediation Procedures
Effective September 1, 2007

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Introduction

Parties to collective bargaining agreements routinely provide for grievance steps and arbitration to resolve disputes arising under the contract. At the pre-arbitration step, labor and management have sometimes used mediation as a means of resolving grievances short of arbitration. Mediation is a process in which a neutral assists the parties in reaching their own settlement, but does not have the authority to force the parties to accept a particular decision.

Mediation is completely voluntary and provides assurance to the parties that the settlement will be acceptable. It offers the advantage of informality, with reduced time and expense in resolving grievances. Several grievances may be resolved at a single mediation. In mediation, the neutral may meet with the parties jointly or separately in what is called a caucus, in order to help them reach a settlement.

Parties may agree to use mediation on an informal basis for selected grievances or they may include mediation in their collective bargaining agreement as a step prior to arbitration.

The AAA offers grievance mediation services to parties to collective bargaining agreements wishing to use that method of dispute resolution.

The benefits of successfully mediating a dispute to settlement vary, depending on the needs and interests of the parties.

The most common advantages are:

- Parties are directly engaged in negotiating the settlement.

- The mediator, as a neutral third party, can view the dispute objectively and assist the parties in exploring alternatives that they might not have considered on their own.
- Because mediation can be scheduled early in the dispute, a settlement can be reached much more quickly than in litigation
- Parties generally save money through reduced legal costs and less staff time.
- Parties enhance their relationship under the collective bargaining agreement.
- Creative solutions or accommodations to special needs of the parties may become a part of the settlement.

Parties might also require assistance in establishing a grievance mediation procedure to suit their particular needs. The AAA can assist the parties by tailoring a system to fit their needs and provide staff training in how to prepare and present a grievance in mediation.

M-1. Agreement of Parties

Whenever, by stipulation or in their contract, the parties have provided for mediation or conciliation of existing or future disputes under the auspices of the American Arbitration Association (AAA) or under these procedures, the parties and their representatives, unless agreed otherwise in writing, shall be deemed to have made these procedural guidelines, as amended and in effect as of the date of filing of a request for mediation, a part of their agreement and designate the AAA as the administrator of their mediation.

The parties by mutual agreement may vary any part of these procedures including, but not limited to, agreeing to conduct the mediation via telephone or other electronic or technical means.

M-2. Initiation of Mediation

Any party or parties to a dispute may initiate mediation under the AAA's auspices by making a request for mediation to any of the AAA's regional offices or case management centers via telephone, email, regular mail or fax. Requests for mediation may also be filed online via WebFile at www.adr.org.

The party initiating the mediation shall simultaneously notify the other party or parties of the request. The initiating party shall provide the following information to the AAA and the other party or parties as applicable:

- i. A copy of the mediation provision of the parties' contract or the parties' stipulation to mediate.
- ii. The names, regular mail addresses, email addresses, and telephone numbers of all parties to the dispute and representatives, if any, in the mediation.
- iii. A brief statement of the nature of the dispute and the relief requested.
- iv. Any specific qualifications the mediator should possess.

Where there is no preexisting stipulation or contract by which the parties have provided for mediation of existing or future disputes under the auspices of the AAA, a party may request the AAA to invite another party to participate in "mediation by voluntary submission". Upon receipt of such a request, the AAA will contact the other party or parties involved in the dispute and attempt to obtain a submission to mediation.

M-3. Representation

Subject to any applicable law, any party may be represented by persons of the party's choice. The names and addresses of such persons shall be communicated in writing to all parties and to the AAA.

M-4. Appointment of the Mediator

Parties may search the online profiles of the AAA's Panel of Mediators at www.aaamediation.com in an effort to agree on a mediator. If the parties have not agreed to the appointment of a mediator and have not provided any other method of appointment, the mediator shall be appointed in the following manner:

- i. Upon receipt of a request for mediation, the AAA will send to each party a list of mediators from the AAA's Panel of Mediators. The parties are encouraged to agree to a mediator from the submitted list and to advise the AAA of their agreement.
- ii. If the parties are unable to agree upon a mediator, each party shall strike unacceptable names from the list, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all mediators on the list shall be deemed acceptable. From among the mediators who have been mutually approved by the parties, and in accordance with the designated order of mutual preference, the AAA shall invite a mediator to serve.
- iii. If the parties fail to agree on any of the mediators listed, or if acceptable mediators are unable to serve, or if for any other reason the appointment cannot be made from the submitted list, the AAA shall have the authority to make the appointment from among other members of the Panel of Mediators without the submission of additional lists.

M-5. Mediator's Impartiality and Duty to Disclose

AAA mediators are required to abide by the Model Standards of Conduct for Mediators in effect at the time a mediator is appointed to a case. Where there is a conflict between the Model Standards and any provision of these Mediation Procedures, these Mediation Procedures shall govern. The Standards require mediators to (i) decline a mediation if the mediator cannot conduct it in an impartial manner, and (ii) disclose, as soon as practicable, all actual and potential conflicts of interest that are reasonably known to the mediator and could reasonably be seen as raising a question about the mediator's impartiality.

Prior to accepting an appointment, AAA mediators are required to make a reasonable inquiry to determine whether there are any facts that a reasonable individual would consider likely to create a potential or actual conflict of interest for the mediator. AAA mediators are required to disclose any circumstance likely to create a presumption of bias or prevent a resolution of the parties' dispute within the time-frame desired by the parties. Upon receipt of such disclosures, the AAA shall immediately communicate the disclosures to the parties for their comments.

The parties may, upon receiving disclosure of actual or potential conflicts of interest of the mediator, waive such conflicts and proceed with the mediation. In the event that a party disagrees as to whether the mediator shall serve, or in the event that the mediator's conflict of interest might reasonably be viewed as undermining the integrity of the mediation, the mediator shall be replaced.

M-6. Vacancies

If any mediator shall become unwilling or unable to serve, the AAA will appoint another mediator, unless the parties agree otherwise, in accordance with section M-4.

M-7. Duties and Responsibilities of the Mediator

- i. The mediator shall conduct the mediation based on the principle of party self-determination. Self-determination is the act of coming to a voluntary, uncoerced decision in which each party makes free and informed choices as to process and outcome.
- ii. The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during, and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.
- iii. The parties are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda on issues, including the underlying interests and the history of the parties' negotiations. Information that a party wishes to keep confidential may be sent to the mediator, as necessary, in a separate communication with the mediator.
- iv. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately or, if the parties agree, to all parties jointly.
- v. In the event a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement.
- vi. The mediator is not a legal representative of any party and has no fiduciary duty to any party.

M-8. Responsibilities of the Parties

The parties shall ensure that appropriate representatives of each party, having authority to consummate a settlement, attend the mediation conference.

Prior to and during the scheduled mediation conference session(s) the parties and their representatives shall, as appropriate to each party's circumstances, exercise their best efforts to prepare for and engage in a meaningful and productive mediation.

M-9. Privacy

Mediation sessions and related mediation communications are private proceedings. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

M-10. Confidentiality

Subject to applicable law or the parties' agreement, confidential information disclosed to a mediator by the parties or by other participants (witnesses) in the course of the mediation shall not be divulged by the mediator. The mediator shall maintain the confidentiality of all information obtained in the mediation, and all records, reports, or other documents received by a mediator while serving in that capacity shall be confidential.

The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding the following, unless agreed to by the parties or required by applicable law:

- i. Views expressed or suggestions made by a party or other participant with respect to a possible settlement of the dispute;
- ii. Admissions made by a party or other participant in the course of the mediation proceedings;
- iii. Proposals made or views expressed by the mediator; or
- iv. The fact that a party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

M-11. No Stenographic Record

There shall be no stenographic record of the mediation process.

M-12. Termination of Mediation

The mediation shall be terminated:

- i. By the execution of a settlement agreement by the parties; or
- ii. By a written or verbal declaration of the mediator to the effect that further efforts at mediation would not contribute to a resolution of the parties' dispute; or
- iii. By a written or verbal declaration of all parties to the effect that the mediation proceedings are terminated; or
- iv. When there has been no communication between the mediator and any party or party's representative for 21 days following the conclusion of the mediation conference.

M-13. Exclusion of Liability

Neither the AAA nor any mediator is a necessary party in judicial proceedings relating to the mediation. Neither the AAA nor any mediator shall be liable to any party for any error, act or omission in connection with any mediation conducted under these procedures.

M-14. Interpretation and Application of Procedures

The mediator shall interpret and apply these procedures insofar as they relate to the mediator's duties and responsibilities. All other procedures shall be interpreted and applied by the AAA.

M-15. Deposits

Unless otherwise directed by the mediator, the AAA will require the parties to deposit in advance of the mediation conference such sums of money as it, in consultation with the mediator, deems necessary to cover the costs and expenses of the mediation and shall render an accounting to the parties and return any unexpended balance at the conclusion of the mediation.

M-16. Expenses

All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the parties unless they agree otherwise. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.

M-17. Cost of the Mediation

There is no filing fee to initiate a mediation or a fee to request the AAA to invite parties to mediate.

The cost of mediation is based on the hourly mediation rate published on the mediator's AAA profile. This rate covers both mediator compensation and an allocated portion for the AAA's services. There is a four-hour minimum charge for a mediation conference. Expenses referenced in Section M-16 may also apply.

If a matter submitted for mediation is withdrawn or cancelled or results in a settlement after the agreement to mediate is filed but prior to the mediation conference the cost is \$250 plus any mediator time and charges incurred.

The parties will be billed equally for all costs unless they agree otherwise.

If you have questions about mediation costs or services visit our website at www.adr.org or contact your local AAA office.

Conference Room Rental

The costs described above do not include the use of AAA conference rooms. Conference rooms are available on a rental basis. Please contact your local AAA office for availability and rates.

- [AAA MISSION & PRINCIPLES](#)
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