



Arbitration

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Background

ARBITRATION refers to one of several methods, collectively referred to as "alternative dispute resolution" (ADR), for resolving legal disputes other than through a formal court system. Arbitration is very similar to a trial in court, except that the claims and defenses are presented to a privately-retained neutral party ("arbitrator" or "arbiter") rather than a judge or jury. After listening to summary arguments and considering all the [EVIDENCE](#) presented in a dispute, an arbitrator renders a decision tantamount to a court decision or judgment.

Since it is intended to substitute for a trial, formal arbitration is generally as binding as a court [ADJUDICATION](#). Therefore, like it or not, a decision of an arbitrator may be appealed only under very narrow circumstances and criteria. (In fact, the arbitration agreement may designate that the decision is final and binding and cannot be appealed.) However, some forms of arbitration may be expressly designated as "non-binding." In those circumstances, one may accept or reject the arbitration decision and continue with [LITIGATION](#) in the courts.

Arbitration has become a preferred alternative favored by both courts and parties for resolving disputes. All 50 states acknowledge some form of arbitration for the resolution of certain disputes. A majority of states (48 as of 2002, excepting Georgia and Mississippi) have adopted the Uniform Arbitration Act (UAA) and/or its revised version, published in 2000, or substantially similar legislation. Washington, D. C. and Puerto Rico also have adopted versions of the Act.

The use of arbitration has greatly expanded in recent years, because of the fast resolution of disputes, and the relative consistency and near-uniformity in procedural requirements (thanks to the UAA). The arbitration process also affords the parties a degree of privacy for sensitive or personal matters. Health care providers and insurance companies almost universally favor arbitrations because of the opportunity to avoid the publicity of court trials and jury verdicts.

Contractual versus Compulsory Arbitration

Voluntary arbitration refers to an agreement entered into by two or more parties who choose to arbitrate a matter rather than litigate the matter in court. The agreement is a binding contract, and if a dispute later develops, one cannot choose to ignore the arbitration agreement and file suit instead.

But arbitration is not "compulsory." It simply means that persons have voluntarily agreed in advance to arbitrate any future disputes and cannot back out of that agreement once a dispute arises. Failure to abide with "contractual arbitration" as agreed constitutes a breach of the agreement. If an individual has entered into such an agreement and later decides to file suit instead of arbitrating the dispute, the other person or party may take that individual to court to compel arbitration.

One of the most common circumstances where this situation arises is in the health care and insurance industries. When individuals enter a hospital for treatment or care, or fill out "new patient" forms for a physician, they may be asked to sign a document in which they agree to arbitrate any dispute which may arise. If they later attempt to sue the doctor or hospital for [MALPRACTICE](#) or a billing dispute, the agreement they signed will be presented to the court and their lawsuit will be dismissed and/or the court will order them to arbitrate the matter. The real danger in having their case dismissed is that the time limit for filing a dispute in arbitration may have expired while they were attempting to file a lawsuit in court (in some jurisdictions, a court may "stop the clock" to provide them with enough time to dismiss their court case and file it in arbitration). The lesson to learn is that they should carefully read all documents their health care provider may present to them prior to treatment or care, and they need to be always be certain to retain a copy for their records.

In many states, laws prohibit health care providers from refusing to treat individuals if they will not sign a voluntary arbitration agreement. On the other hand, only in rare circumstances will a court permit them to "set aside" a signed agreement to arbitrate and allow them to file suit instead. Usually, they will have to prove to the court that they did not sign the arbitration agreement "voluntarily." For example, there is some legal precedent for allowing agreements with health care providers to be set aside (making them "voidable") when evidence shows that they were signed while under extreme [DURESS](#) or in pain, semi-conscious, etc. In even more rare circumstances, a court may find an agreement to arbitrate "unconscionable" as against [PUBLIC POLICY](#) and determine it to be null and void.

It is common practice for insurance policies (e.g., automobile, home, health, etc.) to contain language that commits an insured to the use of arbitration in the event of a dispute with the insurer. Many insureds do not realize that such language is contained in the lengthy policy language at the time they apply for insurance coverage. It often remains unknown and unrealized until a dispute arises and the insured attempts to sue his or her insurance provider. In most insurance policies, the agreement to arbitrate is not a separate document, but rather a statement contained in the policy, such as, "You agree to arbitrate any dispute relating to . . ." Individuals who sign the application for insurance coverage and have a policy issued to them have agreed to those terms.

On the other hand, "compulsory arbitration" is generally the result of express [STATUTE](#) or regulation that mandates the arbitration of certain matters. The most common of these is the mandatory arbitration of labor disputes. If individuals are members of a union, the bargaining agreement for their bargaining unit will most likely contain provisions for the arbitration of all disputes.

One of the most compelling reasons for mandating the arbitration of certain matters is that such matters tend to be very complex, specialized, or too time-consuming for a general jury trial. For example, a dispute over a provision in the Internal Revenue Code may be technically complicated. Instead of a jury trial, arbitration will

provide the opportunity for appointment of a neutral arbitrator or panel of arbiters who may be knowledgeable and experienced in tax matters and can more readily understand the arguments presented. The "State Provisions" Section below summarizes key areas where states have mandated compulsory arbitration of certain matters.

Arbitrability

If the subject matter of a particular dispute falls within the scope of subjects that the parties agreed in advance to arbitrate, then the particular dispute is "arbitrable." However, many disputes involve multiple issues, not all of which were contemplated when the arbitration agreement was executed. For example, a claim may state an arbitrable issue of [WRONGFUL DISCHARGE](#) from employment. But the defense may raise an issue of untimely filing of the claim or some other procedural error or [FATAL](#) flaw on the part of the complainant. Who decides that?

Most federal and state [APPELLATE COURT](#) decisions have concluded that the only proper inquiry that a court should make, on a motion to compel arbitration, is (1) whether there exists a valid agreement to arbitrate between the parties, and (2) whether the agreement covers the dispute at hand. All other issues, particularly defenses such as untimeliness, [COLLATERAL ESTOPPEL](#), [RES](#) judicata, etc., should properly be decided by the arbitrator.

If such an event should occur (the raising of an issue not related to the subject matter of the dispute at hand), the arbitrator may render one decision covering all or may be forced to render a separate opinion on the "arbitrability" of the separate claim or defense, without ever reaching the main issue of the dispute. Still, sometimes the arbitrability of the main issue is, in itself, the actual dispute, as often occurs in labor contracts.

Who are the Arbitrators?

The majority of arbitration agreements contain provisions governing the selection and appointment of an arbitrator or arbitration panel. Private arbitration contracts may designate any person or any method for choosing a person or persons as arbitrators. If an arbitration panel is elected (usually comprised of three persons), each party may nominate or appoint one arbitrator, and both sides will decide on a "neutral" third person. Or, the parties will each select one arbitrator, and the two arbitrators will then select a third "neutral." Alternatively, three "neutrals" may be selected by having each party alternately strike names on one list until only three names remain. In single-arbitrator arbitrations, an external source of available arbitrators is often consulted.

The American Arbitration Association (AAA) is the largest full-service ADR provider in the United States. It maintains a National Roster of Arbitrators and Mediators (containing nearly 17,000 names and resumes as of 2002). The persons named on the Roster have been nominated by leaders in their industry or profession. The AAA has strict criteria for its Roster members, and those selected are generally recognized for their standing and expertise in their fields, their integrity, and their dispute resolution skills. Many are attorneys, but being one is not a requirement. Many arbitration agreements expressly designate the use of AAA as the preferred source for arbitrators.

Under the Federal Arbitration Agreement (FAA) (see below), if an arbitration agreement does not contain a provision for the naming or appointing of an arbitrator, "the court shall designate and appoint an arbitrator . . ." (9 USC Section 5).

The Arbitration Process

The arbitration process generally begins with the filing of a request for arbitration. This action may be performed by direct application to the forum designated in the private arbitration agreement or by court order. Parties who simply wish to arbitrate a matter should contact a local entity that offers arbitration services. Often, a local circuit or district court may have information or services available. There are several national organizations that also offer local arbitrations or supply lists of arbitrators (see listings below).

The chosen forum will most likely furnish the parties with a copy of rules and procedures. Attorneys may or may not represent the parties. Generally, an arbitration [HEARING](#) parallels a court trial, in that there is the taking of [TESTIMONY](#) from witnesses and the introduction of evidence. However, many arbitrations are conducted on the basis of "summary briefs" from each party, which outline the issues and the arguments in document form. Arbitration decisions are always in written form. A decision may or may not be appealable, depending on the forum and the agreement of the parties.

The Uniform Arbitration Act (UAA)

The Uniform Arbitration Act, promulgated in 1955, has been overwhelmingly adopted by state legislatures and federal district courts for alternate dispute resolution. Its popularity derives from the advantages of uniformity and thoroughness, and in 2000, the National Conference of Commissioners on Uniform State Laws approved and recommended a revised version of the UAA for enactment in all the states. The UAA provides a structured procedure to be followed in all arbitrations, and, most importantly, includes details addressing matters that are often overlooked in privately drafted arbitration agreements. The revised UAA includes provisions not addressed in the original UAA, but deemed important as a result of the increased use of arbitration. Some of the new provisions address matters such as (1) who decides the arbitrability of a dispute and by what criteria; (2) whether arbitrators have the discretion to order [DISCOVERY](#), issue protective orders, decide motions for [SUMMARY JUDGMENT](#), etc.; and (3) to what extent arbitrators and arbitration organizations are immune from civil lawsuits.

Federal Arbitration

Amendment VII (1791) provides that "In all suits at [COMMON LAW](#), where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved . . ." This provision guarantees individuals their "day in court" unless they either voluntarily choose an alternative dispute resolution, or the subject matter of their dispute falls under a compulsory arbitration mandate by law. Generally, if arbitration is made compulsory, there is a right of appeal through the courts of an arbitration decision.

Arbitration in the federal courts may be the result of a private contractual agreement to arbitrate, a [STATUTORY](#) mandate, or a court-ordered arbitration. A majority of federal courts have authorized or established at least one court-wide ADR program, which may include court-ordered [MEDIATION](#), arbitration, early neutral evaluation (ENE), etc. These measures are the result of the Civil Justice Reform Act of 1990 (CJRA) (28 USC 471 et seq.). The CJRA has changed the use of ADR from being the initiative of individual judges to being part of court-managed, district wide programs.

The Alternative Dispute Resolution Act of 1998 (ADRA) (28 USC 651 et seq.) further expands upon the CJRA by mandating that courts establish and authorize the use of ADR in all civil actions. The federal government also encourages arbitration and mediation within its own ranks. The Administrative Dispute Resolution Act of 1996 provides a mediation forum for handling disputes within agencies or between citizens

and agencies (claims against the government).

Arbitration in the federal court system is governed by the Federal Arbitration Act (FAA), first enacted in 1925 and codified in 1947 under Title 9 of the United States Code. Chapter 1 of Title 9 (General Provisions) contains such directives as the method for naming or appointing an arbitrator (Section 5); for summoning witnesses to [TESTIFY](#) (Section 7); and for remedy and recourse for failing to arbitrate as agreed (Section 4). While the FAA is not in itself a procedural mandate, it provides an authoritative backdrop for arbitrations and commands that arbitration agreements be enforced in accordance with their terms.

Importantly, the FAA "preempts" any state law that conflicts with its pro-arbitration public policy or any state law that renders moot or limits contractual agreements to arbitrate. The rule of preemption applies in both federal and state courts (adjudicating federal claims). However, if the parties clearly express an agreement to conduct their arbitration under state law/rules (under a "choice of law" provision), the FAA will not preempt this.

State Arbitration

The following states provide for ADR (arbitration or mediation) for certain types of disputes:

ALABAMA: Alabama Code, Ch. 25-7-4 applies to labor disputes.

ALASKA: Alaska Statutes 42.40.840 and 23.40.190 address labor disputes. Family disputes are governed by 25.20.080 and 25.24.080. Disputes involving automobile warranties are governed by 45.45.355.

ARIZONA: Arizona has adopted the UAA under Sections 12-1501 to 12-1518 of the Arizona Statutes. Provisions for arbitration/mediation of family disputes is covered under 25-381.01 to 25-381.24. Automobile warranties are covered under 44-1265.

ARKANSAS: The UAA has been adopted under Arkansas Statutes 16-108-201 to 16-108-224. Sections 11-2-201 to 11-2-206 govern labor disputes.

CALIFORNIA: California's Code contains extensive provisions for the arbitration and/or mediation of many types of disputes. Labor disputes are addressed under Sections 65, 66, and 3518. Family disputes are covered in Sections 5180 to 5183. Education matters are covered by 48260.6, 48263, 48263.5 (truancy), and 56503 (special education). There is a special provision for the arbitration of cable TV franchise disputes under 53066.1(n)(1). Environmental regulatory disputes, including issues involving pesticides, are covered under 13127(c)(1). Water rights disputes are handled under 1219. Community disputes of a business or professional nature are covered under 465 to 471.5.

COLORADO: Colorado's statutes provide ADR for labor disputes under 8-3-113. Family matters are covered by 14-10129.5. Agricultural debts are governed by 6-9-101 to 6-9-106. A special statutory provision exists for ADR of disputes involving mobile homes under 38-12-216. The UAA has been adopted under 13-22-201 to 13-22-223. Dispute resolution in general is covered by 13-22-301 to 13-22-310.

CONNECTICUT: Labor disputes are covered under Connecticut Statutes 31-91 to 31-100, 5-276 and 5-276a. Family disputes are resolved under 46b-59a. Public Act 87-316 Section 8 (1987) is covered under 42-182.

DELAWARE: Delaware's Code covers labor disputes under Title 14 Section 4002 and 4014, Title 19 Section 110 and 113, and Title 19 Section 1614. Automobile warranties are covered under Title 6 Section 5007.

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FLORIDA: Florida Statutes Annotated 448.06 and 681.110(4)9d) cover labor disputes. Family disputes are addressed under 44.101, 61.183, 39.42, 39.427 to 39.429, 39.436, 39.44, and 39.442. Automobile [WARRANTY](#) disputes are provided for under 681.108 and 681.111 Mobile home disputes fall under 723.037 and 723.038. The state maintains "citizen dispute [SETTLEMENT](#) centers" for ADR assistance under 44.201.

GEORGIA: Labor disputes are covered under Georgia Code 34-2-6(5), 25-5-1 to 25-5-14, 45-19-32, and 45-19-36. Public employee grievances and "unlawful practices" labor arbitrations are mandated under 45-19-36.

HAWAII: Hawaii Revised Statutes 371-10, 98-11(b)(1)(d), 89-12(a) and (b), 380-8, and 377-3 cover ADR for labor disputes. Automobile warranty disputes are covered under 490-2 and 313-1. Medical [CONCILIATION](#) is addressed by 671-11 to 671-20. There is a special statutory provision for ADR of geothermal resources disputes under 205-5.1. International disputes are covered by 1988 Haw. Sess. Laws, Ch. 186, Sections 1-9.

IDAHO: Idaho Statutes Title 7, Special Proceedings, Chapter 9 adopts the UAA. Idaho Section 44-106 governs labor disputes.

ILLINOIS: Labor disputes are covered by Illinois Compiled Statutes, Ch. 48, paragraphs 1612, v1706, 1712, 1713(b); and Ch. 10, paragraph 26. Family disputes are covered by Ch. 40, paragraph 602.1 and 607.1. Automobile warranty disputes are covered by Ch.121.5, paragraph 1204(4). Disputes involving [PUBLIC UTILITIES](#) fall under Ch. 11, paragraph 702.12a. Illinois operates several nonprofit community dispute resolution centers under the auspices of Ch. 37, paragraph 851.1 to 856.

INDIANA: Labor disputes are covered under Indiana Code 5-14-1.5-6.5(2), 22-1-1-8(d), 22-6-1-7, 20-7.5-1-9 to 20-7.5-1-13. Family disputes are covered under 31-1-24-1 to 31-1-24-9, 31-1-23-5 to 31-1-23-9. Automobile warranties are handled under 24-5-13-19. **CIVIL RIGHTS** disputes are covered under 22-9-1-6. **CONSUMER PROTECTION** disputes are covered under 4-6-9-4(a)(4). There is a special Code provision for water rights disputes under 13-2-1-6(2).

IOWA: Labor disputes are covered under Iowa Code 20.19 to 20.20 and 679B to 679B.27. Family disputes are covered under 598.16 and 598.41(2). Agricultural debts are handled under 654a1 to 654a14. Civil Rights disputes are covered under 601A.15(3)(c). Informal dispute resolution in general is addressed under 679.1 to 679.14.

KANSAS: Kansas Statutes 5-401 to 5-422 expressly adopt the UAA. Labor disputes are covered under Kansas Statutes 44-817, 44-819(j), 44-820(c), 44-826, 44-828, 72-5413(h), 72-5427, 72-5429, 72-5430(b)(7), 72-5430(c)(7), 75-4322, 75-4323, 75-4332, and 75-4333. The ADR provisions for family disputes are covered under 23-601 to 23-607 and 23-701. Automobile warranties are handled under 50-645(e). Civil Rights disputes are covered under 44-1001 to 44-1005. There is a special ADR provision for barbershop business disputes under 65-1824(4).

KENTUCKY: Kentucky has extensive ADR provisions in its Kentucky Revised Statutes (KRS). The UAAA has been adopted under KRS 417.045 to 417.240. Labor disputes are covered under KRS 337.425, 345.080, 336.010, 336.020, 336.140, and 336.151 to 336.156. Family disputes are covered under KRS 403.140(b) and 403.170. Automobile warranties are handled under KRS 367.860 to 367.880. Civil Rights disputes are covered under KRS 344.190 to 344.290 and 337.425. Education matters are covered under KRS 165A.350 and 360. Disputes involving the production and distribution of agricultural products are covered under KRS 260.020.030(e) and 260.020.040(l) There is a special provision for community agency funding at KRS 273.451.

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LOUISIANA: Labor disputes are covered under Louisiana Statutes, Title 23, Section 6. Family disputes are covered under Title 9, Sections 351 to 356. Automobile warranties are handled under Title 23, Section 1944. Housing civil rights matters are addressed under Title 40, Section 597. Barbershop disputes are covered under Title 37, Section 381. There is a special provision for a Medical Review Panel at Title 40, Section 1299-47.

MAINE: Maine's statutes provide ADR for the following areas of dispute: Labor disputes are covered under Title 26, Section 1026, 965, 931 to 936, 979-D, 1281, 1282, and 1285. Family disputes are covered under Title 4, Section 18 (1 to 5), Title 19, Section 214 (1,4), Title 19, Section 518 (1,2, and 4), Title 19, Section 656,665, and Title 19, Section 752(4). Automobile warranties are handled under Title 10, Section 1165. There is a special ADR provision for professional [NEGLIGENCE](#) claims (malpractice) under Title 24, Sections 2851 to 2859.) Disputes involving the production and distribution of agricultural products are covered under Title 13, Sections 1956 to 1959.

MARYLAND: Labor disputes are covered under Maryland Code Article 6, Section 408(d) and Article 89, Sections 3, 9, and 11. Maryland also has an employment agency dispute ADR provision under Article 56, Section 169. The UAA has been adopted in its original text under gcj, Sections 3-201 to 3-235.

MASSACHUSETTS: Labor disputes are covered under Chapter 150, Sections 1 to 3 of the General Laws. There is an ADR provision for cable television disputes under Chapter 166A, Section 16. A Community Mediation provision is covered under Chapter 218, Section 43E.

MICHIGAN: ADR provisions for labor disputes are covered under MCL 432.1, 423.9 to 423.9c, 423.25, and 423.207. Family disputes are covered under MCL 552.64, 552.505, 552.513 to 552.527, and 552.531. Automobile warranties (regarding service) are handled under MCL 257.1327. A special ADR provision for general tort actions is contained under MCL 600.4951 to 600.4969. MEDICAL MALPRACTICE ADR is provided for under 600.4901 to 600.4923, and more generally under 600.4951 to 600.4969. Disputes involving the production and distribution of agricultural products are covered under 290-714. A small claims conciliation statute is contained under MCL 730.147 to 730.155.

MINNESOTA: Minnesota has adopted the UAA under Statute Section 572.08 to 572.30. Labor disputes are covered under Minnesota Statutes 179.01, 179.03, 179.04, 179.06, 179.14, 179.15, and 179.02 to 179.09. Family disputes are covered under 518.167 and 518.619. Automobile warranties are handled under 325F.665. Civil Rights disputes are covered under 63.01 and 63.04 to 63.06. Conciliation Courts are provided for under 487.30. Civil Mediation is outlined under 572.31 to 572.40. Civil litigation ADR is covered separately under 484.74. There is also a statutory ADR provision for community dispute resolution programs under 494.01 to 494.04. A special provision for debtor-creditor mediation is found under 572.41, and worker's compensation disputes under 176.351(2a). Disputes involving the production and distribution of agricultural products are covered under 17.692, 17.695, 17.697 to 17.701. Environmental issues are covered under 40.22, 40.23(3), 40.242, 40.244, 221.035F, 221.036(9), 116.072(1), and 116.072(6) to 116.072(8). Environmental waste management issues are covered separately under 115A.29(2)(a) and 115A.38(2).

MISSISSIPPI: Automobile warranties disputes are handled under Code provisions, 63-17-159 and 63-17-163. Agricultural debt is addressed under 69-2-43 to 69-43-51.

MISSOURI: Labor disputes are covered under Statutes 290.400, 290.420, 290.430, and 295.030 to 290.190, [AS IS](#) 105.525. Civil Rights disputes are covered under 213.010(1), 213.020, and 213.075.

MONTANA: Labor disputes are covered under Montana Code 39-31-307. Family disputes are covered under 26-1-81 and 40-3-111 to 40-3-127. Agricultural debt ADR is handled under 80-13-191 and 80-13-201 to 80-13-214. Civil Rights disputes are covered under 49-2-501(1), 49-2-504 to 49-2-506, and 49-2-601. Worker's compensation disputes are covered under 39-71-2401 to 39-71-2411. There is a special Code

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provision for special education matters under 20-7-462(4). Medical malpractice panels are covered under 27-6-101 to 27-6-704. Disputes involving the production and distribution of agricultural products are covered under 80-1-101 and 80-11-103(9). The UAA has been adopted under MCA 27-5-111 to 27-5-324.

NEBRASKA: The UAA has been expressly adopted under Nebraska Statutes, Sections 25-2601 to 25-2622. Family disputes are covered under 42-801 to 42-823, and 42-360. Agricultural debt is covered under 2-4801 to 2-4816. Civil rights disputes are covered under 20-113.01, 20-114(1)(2).

NEVADA: Nevada has copious provisions for ADR in its statutes. Labor disputes are covered under 288.190, 288.200, 288.205, 288.215, 288.220, 288.270, 614.010, and 614.020. Automobile warranties are handled under 598.761. Civil Rights disputes are covered under 233.020 to 233.210 and 244.161. Consumer credit and civil rights disputes are covered under 598B.150. Educational dispute ADR is found under 394.11, and mobile home disputes are handled under 118B.024, 118B.025, and 118B.260.

NEW HAMPSHIRE: Labor disputes are covered by New Hampshire Statutes 273-A:1, 273-A:12, 273.215, 273.220, 273.270, 614.010 and 614.020. Automobile warranties are handled under 357.0:4.

NEW JERSEY: Labor disputes are covered under 34-13A-4 to 34-13A-16 and 34-13A-15. Civil rights disputes are covered under 52:27E-40, 52:27E-41. A general ADR provision is found at 2A:23A-1 to 2A:23A-19. Disputes involving the developmentally disabled are covered under 52:27E-40 and 41. Home warranties are covered under 46:3 B-9. Radioactive waste issues are handled under 32:31-5.

NEW MEXICO: Family disputes are covered under 40-12-1 to 40-12-6, and 40-4-9.1(B) and (J)(5). Automobile warranties are handled under 57-16A-6. Small claims are handled under 34-8A-10.

NEW YORK: Labor disputes are covered under Sections 205 and 209 for civil service, and Sections 750 to 760 for labor. Family disputes are covered under Sections 911-926. Automobile warranties are handled under Section 198-a (general business) Tax matters fall under Section 170(3a). Community Dispute Resolution Programs are governed by Sections 849-a to 849-g (judicial law).

NORTH CAROLINA: The UAA has been expressly adopted under Statutes Section 1-567.1 to 1-567.20. Labor disputes are covered under Statutes 95-32 to 95-36. Automobile warranties are handled under 20-351.7. Civil Rights disputes are covered under 143-422.3 (unemployment) or 41A-6(6), 41A-7(a), 41A-8 (housing).

NORTH DAKOTA: The UAA is found under Code Sections 32-29.2.01 to 39-29.2.20. Family disputes are covered under Code Sections 14-09.1-01 to 14-09.1-08, and 27-05.1-01 to 27-05.1-18. Automobile warranties are handled under 51-07-18(3). A provision for ADR of agricultural debt can be found at 6.09.10-01 to 10-09. Debtor-creditor disputes are covered under 11-26-01 to 11-26-08.

OHIO: Lengthy provisions under Ohio's Code for labor disputes are covered under 4117.02(A), (E), (H)(7), (N), 4117.14(A) and (C). Family disputes are covered under 3117.01 to 08. Automobile warranties are handled under 1345.75 and 77. Civil rights disputes (housing matters) are covered under 1901.331.

OKLAHOMA: The UAA has been adopted in its original text at Title 15, Sections 801 to 818. Automobile warranties are handled under Statute Title 15, Section 901(f). Civil Rights disputes are covered under Title 25, Sections 1505, 1704, and 1705. 22-9-1-6. General dispute resolution programs are covered under Title 12, Sections 1801 to 1813.

OREGON: Oregon's statutes covering labor disputes are found at 662.405 to 455, 662.705(4), 662.715, 662.785, and 243.650 et seq. Family disputes are covered under 107.510 to 107.615, 107.755 to 107.795, and 107.179(4).

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PENNSYLVANIA: Pennsylvania Statutes, Title 42, Part VII, Chapter 73, Subchapters A, B, and C cover statutory arbitration, common law arbitration, and judicial arbitration respectively. Title 43, Section 211.31 to 39, and Title 43, Section 213.13 cover general labor disputes, as well as Title 43, Section 1101..801,.802, and Title 43, Section 217.3. Automobile warranties are handled under Title 73, Section 1959. Civil Rights disputes are covered under Title 43, Section 957(i) (unemployment) or Title 43, Section 959(a) to (c) (employment). Eminent domain issues are covered under Title 52, Section 1406.15.

RHODE ISLAND: Labor disputes are covered under General Law 28-10-1, 28-9.4-10, 28-9.4-17, and 28-7-10. ADR for consumer issues is found at 42-42-5 to 42-42-7.

SOUTH CAROLINA: Codified laws in South Carolina include [ADOPTION](#) of the UAA under Title 15, Chapter 48. ADR provisions for labor disputes are found under 41-10-70 (wage mediation) and 41-17-10. Civil rights disputes are covered under 1-13-70 and 1-13-90 (employment). Consumer disputes are covered under 37-6-117. Employment grievances are covered under 8-17-360 and 8-17-370.

SOUTH DAKOTA: South Dakota has ADR for labor disputes under 60-10-1 to 60-10-3.

TENNESSEE: The UAA has been adopted under Statutes 29-5-301 to 29-5-320. Bank patrons may resolve their disputes under Tennessee's Code 45-1-301 to 45-1-309.

TEXAS: Labor disputes are covered under Article 5154c-1, Section 9. ADR procedures in general are covered under Article 4590f-1, title 7, 154.001 to 154.073 Section 3.07(d).

UTAH: Family disputes are covered under 30-3-16.2 to 30-3-17.1, 30-3-4.1, and 30-3-4.3. Automobile warranties are handled under 30-20-7. Medical malpractice resolution is provided for under 78-14-1, 78-14-2, and 78-14-12 to 16.

VERMONT: Labor disputes are covered under Vermont Code Title 21, 924 and 925, Title 3, 8.25, and Title 21, 521 to 554. Special education matters are covered by Title 16, Section 2941, 2959.

VIRGINIA: The UAA is found under Code Section 8.01-581.01 to 8.01-581.016. Labor disputes are covered under Virginia's Code, 40.1-70 to 40.1-75. Family disputes are covered under 16.1-69.35 and 16.1-289.1. Automobile warranties are handled under 59.1-207.15. Civil mediation programs are found under 16.1-69.35(d) There is a special Code provision for local government dispute mediation at 15.1-945.1 et seq.

WASHINGTON: Labor disputes are covered under 49.08.010, 41.56.430, 41.56.440, 41.56.450, and 41.59.120. Family disputes are covered under 26.09.015. Automobile warranties are handled under 19.118.150. Civil Rights disputes are covered under 49.60.130. Dispute resolution centers are found at 7.75.010 to 7.75.100

WEST VIRGINIA: West Virginia has an ADR provision for labor disputes at Code Section 21-1A-1. There is also an ADR provision for automobile warranty disputes at 46A-6A-8 and 46A-6A-9.

WISCONSIN: Wisconsin Statutes cover ADR for labor disputes under 101.24, 111.11, 111.39, 111.53-56, 111.70, and 111.77. Family disputes are covered under 753.016 (conciliation), 767.081-82, 767.001(3) and (4), 767.11, and 767.327(1) and (2). Automobile warranties are handled under 218.015(3) to (7). Civil Rights disputes are covered under 118.20 (employment), 230.85 (employment), and 1419 (governor and mediation).

WYOMING: Automobile warranties are handled under Statute 40-17-101(a) and (f). Agricultural debt is covered under 11-41-101 to 110. Environmental issues are handled under 35-11-701(a) to (c).

Additional Resources

"A Brief Overview of the American Arbitration Association." Available at <http://gov.news/press/2001pres/01fsprivacy.html>

Civil Justice Reform Act of 1990. 28 U.S.C. Section 471 et seq.

"Courts Differ on Arbitrability of Time Limitations." Rivkin, David W. Available at http://www.ilr.cornell.edu/alliance/courts_differ_on_arbitr...

How and When to Be Your Own Lawyer. Schachner, Robert W., Avery Publishing Group, Inc., 1995.

Law for Dummies. Ventura, John, IDG Books Worldwide, Inc. 1996.

Uniform Arbitration Act. National Conference of Commissioners on Uniform State Laws. 2000. Available at <http://gov.news/press/2001pres/01fsprivacy.html>

U. S. Code, Title 9, Chapter 1, et seq: The Federal Arbitration Act. Available at <http://www4.law.cornell.edu/uscode/9/>.

Organizations

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