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## LABOR ARBITRATION RULES

The Arbitration and Mediation Service (AMS) is a for-profit firm which has as part of its dispute resolution mission to assist the labor arbitration process by making available to the labor/management community the following service: *Upon request, to timely send out to the parties in dispute an arbitrator list consisting mostly of very experienced, veteran labor arbitrators for their consideration in making a joint selection.*

### AMS LABOR ARBITRATION RULES

#### I. Administration

When the parties agree to arbitrate under these rules, they accordingly authorize AMS to administer the arbitrator appointment process. The authority and obligations of the administrator are as provided for in the agreement of the parties and these rules.

#### II. Labor Arbitration Panel

AMS has established a national Panel of very experienced labor arbitrators from which an arbitrator shall be appointed.

#### III. Agreement of the Parties

The parties shall be deemed to have made these rules a part of their arbitration agreement whenever, in a collective bargaining agreement or in a written submission, they have provided for arbitration under the auspices of AMS. These rules shall apply in the form obtaining when the arbitration is initiated. By written agreement, the parties may vary what is set forth in these rules.

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

Arbitration under an arbitration clause contained in a collective bargaining agreement which refers to these rules may be initiated by filing with AMS in writing, including a copy of the labor agreement or the arbitration clause portion.

#### V. Initiation under a Submission

Parties to any collective bargaining agreement may initiate arbitration by submitting to AMS a jointly signed, written agreement to arbitrate under these rules.

#### VI. Arbitrator Appointment

Shortly after the filing of a joint submission – or a demand by way of a collective bargaining agreement, arbitration clause naming AMS – AMS will simultaneously send to each party a randomly selected, identical list of nine (9) arbitrators from its national panel. Each party shall then have fourteen (14) days from the day when the list is sent out in which to strike the name of any arbitrator appearing on the list who it objects to, number the remaining arbitrators in order of preference, and return the list to AMS. If either party fails to return the list within the specified time period, all arbitrators on the list will be deemed accepted.

If the first list of arbitrators fails to result in the joint selection of an arbitrator, the above procedure will be repeated. Should the second list not result in a joint selection, AMS will appoint an arbitrator from its national panel of labor arbitrators in accordance with the following:

*AMS shall submit a list of four (4) additional arbitrators from which it will make an appointment.*

In doing so and before an appointment is finalized, the parties will be given an opportunity to raise a factual objection as to why any of the arbitrators appearing on this final list of 4 should not be appointed.

Following completion of the labor arbitrator selection and appointment process, AMS will so inform the parties and the arbitrator. This will complete the involvement of AMS in the matter. In the event the parties on their own make a joint selection after having received a list from AMS, they are to notify both the selected arbitrator and AMS.

If the collective bargaining agreement names AMS and specifies another appointment procedure at variance with these rules, that procedure shall be followed.

#### VII. Vacancies

If an appointed arbitrator should resign, die, or otherwise be unable to perform the duties of the office,

AMS shall declare the office vacant. Vacancies shall be filled in the same manner as that governing the making of the original appointment or in accordance with Rule VI.

#### VIII. 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 thirty (30) days from the date when the hearing record is declared closed; either at the conclusion of the oral hearing or upon receipt of briefs. If the holding of an oral hearing is waived, the award shall be rendered no later than thirty (30) days from the date when the written statements and proofs are submitted to the arbitrator, unless otherwise agreed by the parties or specified by law.

#### IX. Extension of Time

The parties, by mutual agreement, may modify any herein time period. AMS or the arbitrator may for good cause extend any period of time established by these rules, except the time for rendering the award.

#### X. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to his/her powers and duties. Otherwise, these rules shall be interpreted and applied by AMS.

#### XI. Judicial Proceedings and Exclusion of Liability

- (a) Neither AMS nor any arbitrator involved in an AMS arbitration is a necessary party to a related judicial proceeding.
- (b) Neither AMS nor any arbitrator shall be liable to any party for an act or omission in connection with an arbitration conducted under these rules.

#### XII. FEES

##### 1. Administrative Fee

The AMS, administrative fee is \$200 for each party. This is due and payable at the time of filing. There shall be no administrative fee refund in the event of a withdrawal or settlement after filing.

##### 2. Arbitrator Compensation

Unless otherwise agreed, arbitrator compensation and reimbursement for expenses shall be equally shared by the parties in accordance with the fee schedule set forth in the AMS, arbitrator biographical summary submitted beforehand.