Employer’s Notice of Mandatory Arbitration Program May Be Insufficient to Compel Arbitration

A Sixth Circuit ruling in a recent case shows that an employer’s notice of its institution of a mandatory arbitration policy or program is, without more, insufficient to compel an employee to arbitrate a subsequent dispute, writes **Gilbert Samberg** in Mintz Levin’s **ADR: Advice From the Trenches** blog.

He explains that something more is required in order to be able to infer the employee’s knowing assent to the new term of employment. The new “Employment Dispute Resolution Process” (EDRP) was promulgated after the plaintiffs had commenced employment.

Samberg writes that the appellate court “determined that the employer’s failure to notify the employees expressly that ‘they would accept the terms of the EDRP by continuing their employment’ was a critical omission, and thereupon held that the employees had not manifested knowing assent merely by continuing to work at FCA.”

Read the article.