

NLRB Enforces Strict Requirements for Savings Clauses in Employee Arbitration Agreements

“The National Labor Relations Board ... has recently issued a half-dozen decisions addressing the lawfulness of employee arbitration agreements. Employers should not ignore this body of law, which applies to union and non-union employers alike,” warn Jeffrey K. Brown and Tyler B. Runge in *Payne & Fears’ Insights*.

“Under longstanding Board law, an employer may not maintain or enforce an agreement with its employees that interferes with their right to file unfair labor practice charges with the NLRB. Broadly worded arbitration provisions, however, often cover the types of claims employees may bring before the NLRB. For this reason, well-drafted arbitration agreements usually contain a “savings clause,” i.e., a clause providing that employees retain the right to file charges with the Board, even if the agreement otherwise includes claims arising under the National Labor Relations Act ... within its scope.”

Read the article.