

Arbitration of Employment Disputes: Who Pays?

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In *Circuit City Stores, Inc. v. Adams*, 532 U.S. 105 (2001), the Supreme Court affirmed that the Federal Arbitration Act ("FAA") applies to nearly all employment contracts except for a narrow category of transportation workers. Moreover, *Circuit City* reaffirmed that state law discrimination claims, like their federal statutory counterparts, are properly subject to binding arbitration under the FAA. Although *Circuit City* resolved some issues left unsettled in the wake of the Supreme Court's landmark decision *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20 (1991), other questions remain unanswered. One such question is whether employers may require their employees to share the costs associated with the mandatory arbitration process. This article reports that courts are divided in their approach to this issue.

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