THE ROLE OF ALTERNATIVE DISPUTE RESOLUTION IN RESOLVING WORKPLACE CONFLICTS

By Medhiyaa Ramesh

L.L.M Student

INTRODUCTION

Most of the Multinational Corporations, businesses and corporate offices are well equipped with world class facilities, quality infrastructure and other employee friendly codes and policies as one's workplace is considered to be his second home. When one spends seven to nine hours a day at a place every day, new relationships and bonds are bound to be created, voluntarily or out of their own will, due to which disagreements and misunderstandings may also arise.

The course of action and remedies for such disputes usually include approaching the labour court, tribunal or national tribunal. But these resolution techniques may be very lengthy, costly and tedious. However, alternative resolution methods such as arbitration, conciliation and mediation are very effective in terms of time, cost, confidentiality and methodology implemented. The 2020 managing conflict in the modern workplace research has figured out that 23% of employers use internal mediation by a trained member or staff to resolve workplace issues and disputes that an organisation might face. Wittenberg stated that many disputants, courts, public agencies and legislatures in the USA are welcoming the enforcement of ADR in employment related disputes in the USA[i]. Similarly, the settlement rate for labour and industrial disputes is 85% in the USA as according to slate[ii].

It is very important for employees or the parties to be aware that a dispute is existing or that there is a misunderstanding before proceeding to check if ADR mechanisms could be used to resolve such disputes. Employers must acknowledge and recognise the existence of a dispute the moment his employees raise an issue or bring to his knowledge that the employees are unhappy about some matter. It is also very essential for a boss to check if his employees are having any issues at the office and fix them because the employees in most situations are very

ISSN 2582 8088
Volume 4 Issue 5 [September October 2023]

reluctant to bring up these issues fearing the consequences and that the issue will then affect the employee, his functioning and others in different ways.

Once issues are identified by employers and superiors, necessary measures must be taken to nip it in the bud, before it reaches a peak. It is never too late to use other dispute resolution techniques to be to mitigate disputes. In fact, ADR must be enforced as a pre-requisite for litigation. ADR in workplace disputes not only helps in determining the dispute and adjudicating it or providing the benefits of the outcome to the right parties, but also in getting a clarity on the dispute and understanding the issue at hand to easen the litigation process. The most apt form of ADR will depend on the kind and nature of the dispute.

EMPLOYMENT OF DIFFERENT ADR MECHANISMS

Mediation

Mediation, as we know is a voluntary or a court mandated process where the parties decide the issues and attempt to resolve these differences by themselves with the help of a mediator. While the mediator offers advice and solution ideas, the ultimate decision is upto the parties[iii].

There are mediation techniques that could be enforced in an office environment such as facilitative mediation, evaluative mediation, settlement mediation and therapeutic mediation.

Types Of Mediation Enforceable For Employment Disputes

In facilitative mediation, a professional mediator aids in bringing about a settlement between the parties. Instead of giving suggestions and advising, the mediator actually persuades the parties to adjudicate the dispute themselves by understanding the parties ultimate interests. In facilitative mediation, mediators usually have their own opinions about the hidden conflict[iv].Since workplace disputes require a definite settlement and verdict, issues could be comprehended better using this method.

Evaluative mediation though being a little technical in nature, is a process where negotiations take place between parties in a manner in which the perks and positive results of the dispute are examined and better resolution techniques are recommended through the mediators own experience in this domain with respect to the dispute.

The mechanism is given a timeframe or period of three or four hours[v]. The process starts with the parties voicing out their takes on the legal claim. The Professional appointed will then work with both the parties separately and come out with a possible set of solutions that are acceptable to both parties before assisting the parties to join hands on the ultimate decision. In Evaluative mediation, the private session is followed by a joint session.

A therapeutic mediation on the other hand is a process for less technical and legal issues. It not only relieves the parties of any kind of emotional stress but also helps in bringing about an agreement or a plan that both the parties could consent to. This mechanism could be very beneficial in solving issues that employees face among themselves or any personal rivalry or vendetta that colleagues may have for one another. The parties must be very strong to take part in such a process that relies heavily on co-operative problem solving[vi].

Judicial mediation is a mechanism provided by employment tribunals in cases where proceedings have already begun. Cases which could be adjudicated by mediation and negotiation are selected by the tribunal and the parties are given the option of attending a mediation. If the mediation does not result in a decision, the concerned judge will not proceed to further hearings[vii]. One plus of judicial mediation is that since it is administered by a body, it is perceived as a neutral process by a claimant who is otherwise not willing to work with the respondent or the party on the other side.

The most effective mediation technique however is settlement mediation wherein the mediator works to bring the parties off their positions to a compromise. When it comes to labour disputes the mediator will turn the win-lose negotiation into a solution focussed negotiation to help parties to achieve the best result that is to their satisfaction.

The Process

The mediation process for such disputes must begin with conducting a background study for understanding the purpose of choosing this process, whether the parties got into it willingly or not, clearly marking the issues that need to be resolved, relevant laws, necessary parties, finding the best place for solving the conflict, the appropriate jurisdiction and the consequences of non-adjudication.

Additionally, another important aspect that must be taken into consideration before proceeding is classifying the dispute into a right based dispute or an interest dispute . A rights based dispute would mean emphasising on the rights of the parties from a legal eye and attempting to bringing about a settlement that is not only in compliance with the court system but also the relevant legal criteria of the dispute[viii]. Examples of such disputes would be based on fair working conditions such as payment of fair wages, working atmosphere and the existing opportunities. An interest based approach on the other hand focusses on the basis needs and demands of the parties and proposes a wider set of solutions to the dispute which again ensures that the interests of the parties are met without giving importance to legal barriers and restrictions. Examples of such disputes are issues relating tp bonuses, vacation pay etc.

The next step of the process is hearing both sides, asking necessary questions, clearly comprehending the issues ,evaluating each other's attitude after which private confidential sessions are conducted beginning with the complainant and followed by joint sessions. During the joint sessions negotiations take place and the viability and scope of negotiation is determined. In case the negotiations are such that a settlement can be arrived at, an agreement is prepared and once both the parties consent to the terms and conditions mentioned in it, it is ratified and the parties get a copy of the agreement.

When it comes to the Indian scenario, even though there is not a separate act for mediation, a few provisions have been included in enacted legislations in which leeway has been granted for disputes to be resolved through the process of mediation.

Certain provisions of companies act, empowers the Central Government to have a panel of experts referred to as the mediation panel with the motive of instituting mediation between parties during any proceedings pending before central Government or NCLT or NCLAT[ix].

Mediation Strategies By Employers

There are some mediation strategies that could be used by employer against the employee. They include providing rewards and other kinds of compensation for workers. This could be done through providing bonuses or increasing the salary of the employees. While it is easy for employers or organisational heads to create extra funds for projects and approve projects to keep the employees in a good frame of mind, it is not the best way to approach the system.

Forcing and threatening to take away certain perks and rewards provided to the employees in order to get the work done is another technique used by employers.

As the great saying goes 'experience speaks', distinguished field experts and high level authorities always have a good hold over their subordinates. It is very easy for top level officials to convince and employees understand the ground realities of certain situations and the compelling circumstances than the aggrieved employee's immediate managers.

Lastly, seeking advice from a third party or another employee of the company but from a different team gives the aggrieved employees a clarity on how to proceed with the issue.

ARBITRATION

The UK ELA's report suggested the use of arbitration to resolve employment related disputes across Europe. This report also led to the birth of European employment Lawyers Association, including EELA'S bespoke arbitration rules, a sample arbitration clause and a submission agreement which could be used to solve already persisting disputes[x]. In epiq systems Corp v Lewis, it was held that arbitration agreements containing class and collective action waivers of wage and hour disputes were valid under the Federal Arbitration Act[xi]. Similarly, there are a number of general domestic and international institutions which may be appropriate to deal with employment related issues. National and International Arbitral organisations can help with communications and interactions between parties and the arbitrators appointment, their selection, the necessary finances and the decisions regarding the declaration of awards.

The case of vijay drolia emphasises on the need to shift to arbitration and alternative dispute resolution over litigation, in order to reduce the burden of courts[xii]. At the same time, the necessity to keep certain issues away from arbitration taking note of the gravity of a few subject matters was also addressed. Even though the Arbitration and Conciliation Act does not explicitly mention as to which issues or the kind of disputes could be arbitrated and which cannot be arbitrated, the high court in several instances and cases have highlighted the same.

In the case of kingfishers airlines limited vs Residing[xiii], Where the issue was with reference to recovery of unpaid wages and other salary benefits. Kingfisher airlines challenged the jurisdiction of the labour court trying to enforce the arbitration clause mentioned in the employment agreements. When section 8 of the arbitration and conciliation act, was invoked, the labour court and the Bombay high court held that the labour disputes are not amendable to arbitration under the arbitration and conciliation act, but under the procedure provided under the industrial disputes act.

Under the Industrial Disputes Act, only voluntary arbitrations are permitted i.e where disputes could be resolved provided the parties consent to the resolution process under section 10A of the Industrial disputes act.

Types Of Arbitration

Mandatory Arbitration

Mandatory arbitration is that type of arbitration where the law requires the parties to arbitrate or resolve an issue. The mandate or compulsion to resolve such issues through arbitration may be in relation to the type of dispute or nature of the dispute or the gravity of the dispute. When the law mandates arbitration for those issues, it is also very essential for the legislation to lay down the process of arbitration to be followed and the appointment of such qualified arbitrators [xiv] .Usually mandatory arbitration in employment agreements are enforceable. Agreements to arbitrate employment -related disputes, as mentioned above, is enshrined under the Federal Arbitration Act, for issues between employees and employer.

There are some exceptions for arbitration agreements. Firsty, a case could be filed before the equal employment opportunity commission, regardless of whether an arbitration agreement is in place or not. Employees are required to file a claim with the EOC for discrimination claims before they can file with the courts, even if there is no arbitration agreement[xv].

Secondly, arbitration agreements are also restricted by the National Labor Relations Board. Individual but not collective agreements are enforceable. Agreements that prohibit employees from following their rights under the NLRA are still not accepted[xvi].

Arbitration agreements could also be restricted by the federal and state government. In 2022, the ending forced arbitration of sexual assault and sexual harassment was ratified by the president of United states. The act makes it illegal to mandate arbitration for sexual misconduct claims[xvii]. It is to be noted that, as per a survey conducted by economic Policy Institute, more than half of non-union private sector employers have procedures mandating arbitration procedures. Among private sector nonunion employees, 56.2 percent are subject to mandatory employment arbitration procedures[xviii].

However India is quite reluctant on providing for mandatorily binding arbitration mechanism. India is of the opinion that due to national sovereignty, mandatory arbitration cannot be imposed.

If this mechanism is imposed a certain sense of fear and confidence that was in the minds of these employers and industry owners, will vanish. Litigation or cases filed against a company or organisation usually affects the name, goodwill and reputation of the same. Now, with mandatory arbitration, the confidentiality nature of the process may give leverage to the employers.

Similarly, mandatory arbitration could eliminate the possibility of resolution through the judicial or courts system altogether, without giving an option to the parties for choosing their mode of dispute resolution mode.

ISSN 2582 8088
Volume 4 Issue 5 [September October 2023]

Rights Arbitration

Under this kind of arbitration, the parties present the arbitrator with a dispute involving the terms and conditions of an already existing collective bargaining agreement. The arbitrator's function is to determine the issue by enforcing the T&C of the agreement[xix]. This works best for both the parties as the agreement is one that is entered into by both the parties and employee-employer bias is not present. This kind of arbitration deals with allegations and complaints related to collective agreements that has been violated or misinterpreted[xx].

Interests Arbitration

Interest arbitration depends on issues arising from the terms and conditions of employment that is laid down in the collective agreement. When contractual issues like strike and lock out are an issue, an attained ruling will form a part of the contract agreement[xxi].

Arbitration Over Litigation

Arbitration Procedure in the authors opinion in order to resolve issues arising out of workplace. One may face many kinds of disputes in his or her workplace. While some could be mentioned out loud, some are trivial in nature, while some are full blown disputes, some are still in the pre-dispute stage. Since arbitration maintains confidentiality and is a more formal form of alternative dispute resolution, it not only protects the parties but also ensures justice to them in an effective and a time bound manner.

When it comes to comparing the costs involved in adjudicating the disputes under the conventional courts manner way and arbitration, arbitration always has a upper hand. While the average cost of an employment arbitration is $20,000, pursuing a lawsuit in a court or a tribunal for the same would at least cost $200,000[xxii].

Furthermore, arbitration in the US, helps enforce and lay down a system of equality that both labour union and employer can accept and acknowledge over a period of time for disputes that

could end up in strike or drag on in the courts for years. Similally, the arbitrator applies and comprehends the general orders of the employer and the union as given in the agreement between the parties.

Arbitration is also preferred and enforced by employers in general because of how beneficial and effective it is for them. Firstly, the hearings and the procedure is informal, thus making the entire environment more comfortable and convenient. The Whole process is not only confidential, but is also very affordable. When employees are to file suits in courts, the process is never ending and puts the parties in a tough spot. Litigation also creates a very hostile environment and the same could be very easily overcome by arbitration as the place where such hearings take place are usually the workplace of the parties or a private setting decided by both the parties. Disputes are also resolved in a timely manner without much delay and confusion. When it comes to arbitrating employment issues, talks and negotiations come a long way in resolving the disputes over courts and arguments. With negotiating, parties could come to an understanding that could result in an amicable settlement. Workplace disputes prefer arbitration because very often these parties have to work together or continue in the same organisation.

While this is the case for employers and organisational heads, the workers and employees are not a huge fan of the process because they feel that unlike the judicial system, there is not much scope for appeals and review in arbitration. The employees usually tend to feel like the settlement would not be to their favour because of the fact that the employers usually have a higher standing financially and status wise[xxiii]. Until, the judgement in Sprunk v. Prisma LLC confirmed that an employers right to compel arbitration is not absolute, employees perception on arbitration was not very appreciative of the same[xxiv].

ARBITRATION CLAUSES IN AGREEMENTS

Employment agreements must mandatorily include a dispute resolution clause specifying the enforcement of arbitration in case any disputes arise. Again it is also very important to specify the kind of disputes that would be resolved by arbitration in the clause. For example, inappropriate work culture or sexual harassment at workplace.

The next part of the clause must focus on the types pf claims that are to be covered by the employer and the claims arising out of the master-servant or employer employee relationship shared between the parties. It is a given to mention the names of persons or kinds of entities and designations who are involved in the agreement.

It is also pertinent to firmly state that the arbitrators award is final in order to prevent the parties from even attempting to seek other remedies through other dispute resolution methods.

The seating of the arbitration, appointment of arbitrators and the language of arbitration is to be pre-determined and agreed upon by both the parties before the clause is drafted, so that there are no confusions and misunderstandings regarding the same.

In order to prevent the courts from administering the clause and adjudicating the issue, the arbitration clause must be drafted in a manner wherein the courts cannot be involved even if arbitral award does not satisfy either parties.

The employees on the hand must read through every clause and every word of the clause to catch loopholes if any and to ensure that they are not singing up for anything other than what was agreed upon by both the parties. The employees must make sure that they also have a say in choosing the arbitrator and the seat of arbitration in case any disputes and the same has been mentioned in the said clause of the agreement.

CONCILIATION

Conciliation is a type of ADR in which the parties look for a settlement outside the court with the help of a third party, called the conciliator. Even though there is a very thin line of difference between mediation and conciliation, conciliation is preferred for industrial and workplace disputes as the conciliator is more involved in the process and ensures that the parties come to an agreement on the issue. In conciliation, the conciliation is more like a middleman who provides good solutions to the aggrieved parties to settle disputes.

India

Conciliation is very prevalent and widely practised in India. Industrial and employment disputes fall under two categories i.e. rights and interest disputes. Matters with respect to legality and validity of orders passed by the employers, interpretation of standing orders, discharge or dismissal of employees, withdrawal of any customary concession or privilege and the legality of a strike or a lockout fall under rights. [xxv] . Disputes pertaining to economic interests of workmen with respect to wages, compensatory and other allowances, leave with bonuses, provident fund and retrenchment of workmen come under the interests disputes category dealt with under third schedule of the Industrial Disputes Act.

Since the above-mentioned kind of disputes fall under the exclusive domain of Industrial Disputes Act, conciliation is tailor made for its resolution and is laid down in the act. On the other hand conciliation is also provided by the arbitration and conciliation Act,1996.

Under Arbitration Conciliation act, the process starts with the understanding the scope of the agreement of the parties. Once the issue is understood, a notice is sent to the other party, informing and seeking their permission for initiating the conciliation process[xxvi]. If the other party agrees to the offer, proceedings would begin, otherwise the matter is sent back to the court. If no reply is received within thirty days of such a notice being sent to the other party, the invitation for conciliation will not be considered for dispute resolution.

When the conciliator is decided, the conciliator asks for a written statement from the parties seeking for information about the dispute and the reason for resolving the dispute at hand. The conciliators main duty under the act is to mediate the differences, hear the wishes and arguements of both the parties and aid in the parties coming to a consensus. The conciliator helps the parties reach a middle ground during the negotiation[xxvii]. Like mediation, the conciliator can help the parties in reaching a settlement and agreement, but cannot impose the same on the parties. The process ends successfully with the parties signing the agreement.

Voluntary and compulsory conciliation are the two forms of conciliation. Under the former, both or either party goes for conciliation on their own will. But under the compulsory or mandatory conciliation, the parties are directed by the court to conciliate the differences. With respect to issues relating to work and labour, the latter is preferred and practised more widely.

Section 4 of Industrial Disputes Act, 1947 states that the appropriate government selects and appoints a number of conciliation officers who are given the duty of mediating and settling disputes[xxviii]. A conciliation officer or the presiding officer of a labour court or a forum on the other hand under section 11 of the Industrial Disputes Act, 1947 can examine the issue in detail, enter the premises and conduct investigations after giving a prior notice. A conciliation officer under this act could also look for any relevant documents necessary to carry out the proceedings and pronounce orders.

One difference in the designation given to conciliators between both the acts is that under the industrial disputes act, the conciliators appointed are construed to be public servants and government workers, whereas on the other hand, conciliators appointed privately under the arbitration act would represent the parties separately.

In spite of conciliation being a very quick and an affordable process than the traditional judicial mechanism, the process provides full discretion to the parties to choose their proceeding and their conciliator or adjudicator to resolve disputes. Furthermore, having a third party who plays a vital role in settling disputes and aiding in the dispute resolution process, is a boon to the parties and their dispute resolution.

NON-CONVENTIONAL ADR MECHANISMS

There could be situations where companies do not formally go through any alternative dispute resolution mechanism or include any clause in their agreements. Sometimes, even formal dispute resolution mechanism such as arbitration and mediation may not have worked out well for the parties in dispute and thus the dispute remains unsettled.

The research paper by Professor Ariel Avgar addresses and proposes few other dispute resolution mechanisms from the usual in his research paper and they will also be dealt with in this article.

Avoidance configuration is when the firms decide to not conduct any kind of conflict resolution for parties and the let the parties decide for themselves. Although this approach gives a lot of freedom and authority to the parties, it also hands the task of settling a dispute to parties who

are not sufficiently qualified or experienced to handle the same. Field experts on the other hand can tackle the disputes and issues in a better manner[xxix].

Protective configuration is a technique that enforces defensive dispute resolution mechanism over formal procedures. This approach is best for certain kinds of disputes that may be faced in an organisation such as misunderstandings and ego clashes between colleagues. Such techniques not only protect the confidentiality of the issue and the privacy of the disputes, they also keep the cost of conflict resolution to a minimum.

Comprehensive configuration is one technique that discusses and takes into account the needs, concerns and perceptions of the employees and workers. Once all these are consolidated, an appropriate mechanism or strategy is decided upon.

The Thomas-Kilmann conflict mode instrument developed by researchers Kenneth thomas and ralph Kilmann who designed a set of practises that informal mediators in an organisation must follow. Compromising, collaborating, competing, avoiding and accommodating are some practises that are required to be followed in order to bring about a peaceful and an amicable settlement[xxx]. When these acts are followed vigilantly in a workplace conflict resolution, enhanced communication, leadership development, employee satisfaction, performance improvement, stress management, negotiations skills training are just some of the perks and privileges enjoyed as outcomes[xxxi].

Apart from the above mentioned there are other informal ways to resolve issues. Suspension is one such method where the whole issue is staged and kept on hold for a while to understand the emotions of both the parties and then proceeding further. When enough time is given to assess a situation, the parties and the adjudicating body have a better idea of the issue at hand.

Similarly, evaluating the issue from another perspective is another way to comprehend the issue better. Perspectivism is a view that there is not one correct theory to evaluate conflict but can instead be assessed by several viewpoints[xxxii].

Listening is another very important trait that is very crucial in a conflict resolution. It involves being attentive, carefully listening and scrutinizing the discussions that are tabled during the course of proceedings. This technique will help the parties know that

they are being heard well and their opinions and arguments are being taken into consideration.

REFORMATORY SUGGESTIONS

1. Disputes and issues in workplace are increasing by the day and are always on the rise. Issues under this domain need specialized experts and tailor made resolution techniques for effective resolution. Trained mediators and persons specialised in the field of adjudicating such issues, out of court must be employed by the organisation. Training for these resolution professionals must be provided by the organisation as the organisation knows best about the nature of disputes that usually arise in their organisation.
2. Non-conventional forms of out of court settlements must be incorporated more into offices and workplace settings thereby reducing the stress on the minds of the aggrieved parties and the formal nature of these settlement proceedings. Once the employees are at ease, they would be more willing to open up about their true emotions on the matter.
3. An organisation could also have a team of members or a review panel that comprises of the management and the employees or workers where the panel reviews the case first, understands its gravity and then decides upon the kind of resolution mechanism to go with. For example, if the issue is just one due to miscommunication, then the Thomas-kilmann settlement technique could be tried first which only involves listening and discussing the issue at length. If the above-mentioned technique does not work then other formal mechanisms such as mediation and arbitration could be used.
4. A comprehensive, elaborate act containing provisions on dispute resolution at workplace could be enacted by states. The act should contain the procedure and the manner in which the conflict management and its resolution ,the appointment of these resolution experts, their training procedure and awards or outcomes of the process.
5. Arbitration could be used as a pre-requisite to the dispute resolution to assist with the complexities involved in dealing with the internal processes. Additionally, the con-arb(conciliation-arbitration) that is more prevalent these days could be enforced by the

parties. Under the conciliation-arbitration, a third party tries to bring about a neat settlement through conciliation, but if this does not work out, arbitration is used.

CONCLUSION

Employment disputes has only been increasing in the recent past and with increase in organisations and companies, the issues just keep getting more complex and technical in nature. In order to settle these disputes, it is very important to enforce out of court settlements and choose the appropriate ADR mechanism after taking into consideration the nature and kind of disputes that has to be adjudicated. The effectiveness of these out of court settlements must be stressed more and the society needs to be more informed about ADR as it not just reduces the burden of courts but is also the foreseeable future.

ENDNOTES

[i]Wittenberg, C.A., Mackenzie, S.T. & Shaw, M.L., ADR Flexibility in Employment D1sputes, Vol. 26, Part 2, Journal of Collective Negotiations in the Public Sector, 1997.

[ii] Slate, W .K , The Mediation Solution, Vol. 53, Part 2 Dispute Resolution Journal of the American Arbitration Association, American Arbitration Association, New York, 1998.

[iii]ADR in the workplace:When to use it and why?,Case IQ, ADR in the Workplace: When to Use it and Why | Case IQ

[iv] Katie Shonk, types of mediation:Choose the type best suited to your conflict,Harvard law school,August,7th,2023, Types of Mediation: Choose the Type Best Suited to Your Conflict - PON - Program on Negotiation at Harvard Law School

[v]Shirli Kirschner,Alternative dispute resolution at workplace,Resolve,July,3rd,2019, Alternative dispute resolution in the workplace | Resolve Advisors

[vi] Susan Heitler,Therapeutic Mediation: An alternative to costly litigation, Therapyhelp.com,September 16th, 2010,Therapeutic Mediation: An Alternative to Costly Litigation (therapyhelp.com)

[vii]Alternative dispute resolution in the workplace ,LEWIS SILKIN, Alternative dispute resolution in the workplace - Oct 15.pdf

[viii]Rights based vs Interest based mediation, Employment Relations Centre, Employment Relations Centre

[ix] Section 422,Companies Act, 2013,No 18 of 2013, Acts of parliament,2013(India),

[x] Inside Arbitration: The role of arbitration in employment-related disputes, Herbert Smith Freehills, Inside arbitration: The role of arbitration in employment-related disputes | Herbert Smith Freehills | Global law firm

[xi]Epic systems Corp v. Lewis, No. 16–285, 823 F. 3d 1147, and No. 16–300, 834 F. 3d 975, reversed and remanded; No. 16–307, 808 F. 3d 1013, affirmed.

[xii] Vidya Drolia v. Durga Trading Corporation, AIR (2019) SC 3498 (India)

[xiii]Kingfisher Airlines Limited vs Residing At A-702, WRIT PETITION NO. 2585 OF 2012,India(2012)

[xiv] Jason Gordon, Voluntary and Mandatory arbitration -Explained, The Business Professor, April 3rd, 2023,Voluntary & Mandatory Arbitration - Explained - The Business Professor, LLC

[xv]Abbie Britton, Mandatory Arbitration Agreements in Employment-Related disputes: What are they, when to use them, and when are they enforceable?- Legal Updates: Entrepreneur Edition, March 25,2023 Mandatory Arbitration Agreements in Employment-Related Disputes: What Are They, When to Use Them, and When Are They Enforceable? – Legal Updates: Entrepreneur Edition (psu.edu)

[xvi] id

[xvii] Ending forced arbitration of sexual assault and sexual harassment act of 2021, Public Law No. 117-90 (03/03/2022)

[xviii] Alexander.JS. Colvin, The growing use of mandatory arbitration, Economic Policy Institute, September 27, 2017, The growing use of mandatory arbitration: Access to the courts is now barred for more than 60 million American workers | Economic Policy Institute (epi.org)

[xix] The difference between Grievance and Interest Arbitration-, Arbitration Info, January 7,206,The Difference Between Grievance and Interest Arbitration – Arbitration Info (missouri.edu)

[xx] Cecilia Iro-Cunningham, Comparing arbitration and mediation as ADR tool for workplace conflict,Mediate.com,July 29,2015, Comparing Arbitration and Mediation as ADR tool for Workplace Conflict - Mediate.com

[xxi] Id

[xxii]Should Employers Require that Workplace disputes be arbitrated?,IMORSE, June 24,2008, Should Employers Require that Workplace Disputes Be Arbitrated? - Morse

[xxiii]Alternate Dispute resolution in employment cases, Wilson Elser, Alternative dispute resolution in employment cases (wilsonelser.com)

[xxiv] Sprunk v. Prisma LLC,14 Cal,App.5th 785(2017)

[xxv] Industrial relations, Industrial Relations- FAQs (labour.gov.in)

[xxvi] Arbitration and Conciliation Act, No 26 of 1996 , Act of Parliament (1996)

[xxvii]Debapriya Biswas, Role of Conciliation in Labour Law and Industrial Disputes, Law Column, Role of Conciliation in Labour Law and Industrial Disputes | Law column

[xxviii] Industrial Disputes Act, 1947, No 14 of 1947,

[xxix] Julie Greco, Understanding workplace dispute resolution and voice, Cornell Chronicle Understanding workplace dispute resolution and voice | Cornell Chronicle

[xxx] What is the Thomas Kilmann Conflict Management Model?(With examples),mtd,What is the Thomas Kilmann Conflict Management Model? (With examples) (mtdtraining.com)

[xxxi]Thomas-Kilmann Conflict Mode Instrument(TKI),USGS, Thomas-Kilmann Conflict Mode Instrument (TKI) | U.S. Geological Survey (usgs.gov)

[xxxii] Kimberley Okyere, Advantages of Alternative dispute resolution in Workplace, sultan Lawyers,What is Alternative Dispute Resolution in the Workplace? (sultanlawyers.com)