



***Uber v. Heller* – Can Unconscionability Principles Answer When Not to Enforce Arbitration Agreements?**

**1 – 3:30 pm  
January 22, 2021**

**Opening remarks**

1:00 – 1:05 pm.

**1. When Should Employment Law Claims be Subject to Mandatory Arbitration?**

1:05 pm to 2:05 pm

Can arbitration provide an accessible and effective means of resolving employment-related claims, including claims that a relationship is employment? When should arbitration agreements be enforced in the employment context? Can the law of unconscionability adequately govern this issue? Or should the application of mandatory arbitration clauses be limited by legislation?

**2. What are the Implications of *Uber v. Heller* for Commercial Arbitration?**

2:10 pm – 2:55 pm

Does the Supreme Court's delineation of how courts should decide whether to stay proceedings in favour of arbitration respect the reasons for the competence-competence principle in commercial law? How should public policy interests such as protection of weaker parties in unequal bargaining relationships be reconciled with those reflected in the UNCITRAL Model Rules, to which Canada subscribes? What can Canada learn from experience in the United States and Europe?

**3. Employment Issues in Commercial Arbitration – Are Bad Facts Going to Make Bad Law?**

3:00 - 3:25 pm

A roundtable discussion involving panelists and the audience, based on issues identified in the previous two panels.

**Closing remarks**

3:25 – 3:30