
ASK DR. CARL / ATTORNEY

Question: Recently a colleague sent me an article about arbitration. What is arbitration really, and is it something that I should have for my employees?

Answer: Let's start with the basics. Arbitration is a method of resolving disputes between two or more parties with involving the court system. Usually the parties sign an agreement to enter into arbitration. An arbitrator is selected and he or she acts as both the judge and the jury. Unlike the court system there are no rules for arbitration, so many times the parties will agree to use a set of established rules from an organization like The American Arbitration Association.

There are two types of arbitration. Arbitration can be non-binding, which means that the parties are not bound by the decision of the arbitrator. Parties will often use non-binding arbitration as a way to mediate or start the negotiation process prior to litigation. Arbitration can also be "binding". This generally means that the parties must comply with the decision of the arbitrator and courts of law will enforce the decisions.

Why would you pursue arbitration? Arbitration can be faster, easier, and less expensive than litigation. Since arbitration doesn't function with the same rules as the court system, arbitrators can look at evidence excluded by the courts and be more flexible in arriving at their decisions. A distinct advantage to arbitration is that jury awards rarely get to the outlandish level that you sometime see in the courts. Last, when it is over there is finality. Decisions are rarely able to be appealed.

There are some drawbacks. There is no guarantee that the process will have the guaranteed fairness of the court system. You are always subject to the prejudices of the arbitrator and arbitration may actually discourage the development of the settlement attitude that parties feel in the litigation process.

We are all faced with arbitration clauses in many of the documents we sign in today's world. In many cases it is a good thing. Always weigh both sides when you are in a position to negotiate whether or not to use an arbitration clause. The answer to the question about your dental employees having an arbitration clause, is no. Your dental employees are at will employees and you will very rarely, if ever, have a formal employment agreement with non professional staff. To ask an employee to sign an arbitration agreement in lieu of a formal employment agreement might taint the relationship from the start. If you are concerned about your employee relations contact a labor attorney and discuss your HR policies.

By: Michael J. Carl, D.D.S., J.D.

Dr. Carl/JD is a practicing general dentist and attorney, who divides his time between dentistry and legal matters of practice buyouts, corporate matters and disciplinary proceeding with healthcare, and he is a client of Heritage Dental Lab! Please send any legal questions that you may have for the next issue, or e-mail him at mjc@transition works.com

PRACTICING WITH THE VERSAWAVE ERBIUM LASER

By: Sven Erickson, D.D.S.

This morning, I had a patient in the chair with recurrent decay under a gold crown on tooth #19. After numbing the patient, I removed the crown, only to discover that the decay went all the way down to bone. In the past, I would have referred the patient to the periodontist for clinical crown lengthening, and then I would have finished the crown preparation at a later appointment. By having a VersaWave Erbium laser in my office, however, I was able to recontour the soft tissue as well as perform osseous reduction around the roots without laying a flap in order to create healthy biologic width. The procedure took less than 10 minutes, and I was able to take the impression for the crown at the same appointment. My fee for osseous crown lengthening, is \$750, which might seem high for a 10 minute procedure, but compared to the patient having to take time off from work to visit the periodontist at least twice and then having to return to my office for the impression at a later date, the value to the patient becomes apparent.

This is just one of the many procedures that can be accomplished with this laser. It can be used for preparing teeth for most composite restorations, often without the need for anesthesia. I find it particularly useful in class V preps where its use greatly aids in the retention of the restorative material and allows the composite to blend in beautifully with the natural tooth. In the case of marginal leakage, the laser can be used to remove veneers without damage, allowing them to be rebonded. It is also used to remove temporaries, clean cement out of crowns, remove amalgam tattoos, complete flap procedures, as well as pulpotomies. The list of procedures that can be either completed or aided by using this laser goes on and on. I would highly encourage other dentists to look into incorporating this valuable instrument into their daily practice.

Sven Erickson, DDS, is a graduate of the University of Michigan School of Dentistry and the core curriculum at the Las Vegas Institute for Advanced Dental Studies. In addition to practicing general esthetic restorative dentistry, he utilizes neuromuscular instrumentation and techniques to deliver full-mouth restorative cases using all-porcelain restorations. He practices in St. Joseph, Michigan.



