

Per Gour 9/23/02 J.E.J.

**JAMES E. JONES, JR.**

**Email:** [jejones@facstaff.wisc.edu](mailto:jejones@facstaff.wisc.edu)

**Present Occupation:** Nathan P. Feinsinger Professor of Labor Law & Professor of Industrial Relations Emeritus

**First Business Address:**  
University of Wisconsin Law School  
975 Bascom Mall  
Madison, WI 53706-1399  
(608) 262-2440  
Fax: (608) 262-5485

**Second Business Address (Home):**  
5042 La Crosse Lane  
Madison, WI 53705  
(608) 233-2948

**PROFESSIONAL AFFILIATIONS:**

National Academy of Arbitrators; Industrial Relations Research Association; National Bar Association; American Bar Association; American Arbitration Association

**EDUCATION:**

J.D. Law, University of Wisconsin, 1956; M.A. Labor & Industrial Relations, University of Illinois at Urbana-Champaign, 1951; B.A. Political Science, Lincoln University, Jefferson City, MO, 1950

**CERTIFICATIONS:**

Law Wisconsin 1956

**ARBITRATION/LABOR RELATIONS EXPERIENCE:**

**1975-present**, Labor Arbitrator (part-time). Arbitrate labor and employment cases (see Industries and Issues below) listed by FMCS and AAA, I believe still listed by the National Mediation Board.

**1951-1953**, served as an Industrial Relations Analyst for the U.S. Wage Stabilization Board. Joining the U.S. Dept. of Labor upon graduating from law school as a legislative attorney in **1956**, progress to Counsel for Labor Relations, Director of the Office of Labor Management Policy Development, and Associate Solicitor, Division of Labor Relations and Civil Rights in the Office of the Solicitor of Labor.

Professor of Law, University of Wisconsin Law School and Professor of Industrial Relations from **1969 until retirement in 1993**. Taught labor relations law, employment discrimination law, arbitration of labor disputes, and administrative law at various times during a 28 year career. Author of various articles on labor law and related matters and casebooks in employment discrimination law. Appointed by the President of the United States to the Federal Service Impasses Panel (**1978-1982**); Fact-Finding Panel, U.S. Postal Service and Mail Handlers Dispute (**1984**).

Since **1970** a member of the United Auto Workers Board of Public Review which has jurisdiction over matters concerning union's duty of fair representation up to and including its role in arbitration and negotiation of collective bargaining agreements. As a matter of policy, members of the UAW/PRB do not accept arbitration cases involving that union.

**INDUSTRIES:**

Airlines; communications; construction; education; electrical; food (manufacturing/processing/service); grain mill; health care; hospital/nursing home; machinery; steel metal fabrication; nuclear energy; paper; packaging; plumbing; police and fire; trucking.

**ISSUES:**

Affirmative Action; Absenteeism; Arbitrability; Off-Duty Conduct; Discipline and Discharge; Race Discrimination; Disability Issues; Family Medical Leave Act; Sex Discrimination and Sexual Harassment; Drug and Alcohol Offenses; Bonuses; Holiday Pay; Layoff/Bumping/Recall; Management Rights; Past

Practices; Promotions; Safety and Health Conditions; Seniority; Job Classifications; Conflict of Interest; Weingarten Rights; Deferral from the NLRB to Arbitration.

**PUBLISHED CASES:**

66 LA 135 (1976); 66 LA 145 (1976); 76-1 ARB ¶ 8230 (1976); 76-2 ARB ¶ 8435 (1976); 76-1 ARB ¶ 8043 (1975).

**Significant Publications:**

Author of more than 50 articles and book chapters in labor law and employment discrimination; principal co-author of a casebook on employment discrimination law editions 1 through 5, including statutory supplements and covering years 1970 to 1990. Author of chapters in the *Duty of Fair Representation*, Jean McKelvey editor, Cornell University Press on the "Origins of the Concept of the Duty of Fair Representation." Author of Chapter 12 "Time for a Mid-Course Correction?" and "The Changing Law of Fair Representation," J. McKelvey editor, Cornell University Press, 1985; "An Introduction to the Union Duty of Fair Representation," 32 *Practical Lawyer* 2 (March 1986); and co-author/editor of *Race in America*, University of Wisconsin Press, 1993. Co-author with Del'Omo, "Disparate Treatment in Labor Arbitration: An Empirical Analysis," 41 *Lab. L.J.* 751 (Nov. 1990).

**PER DIEM FEE: \$700**

**CANCELLATION FEE: (See below)**

**Grievance Arbitration:** \$700 per day for a hearing and for research and preparation of the opinion and the award. A hearing day is any portion of a day up to seven hours. A hearing that extends over seven hours is subject to be billed at a proportion of the daily per diem. Time for research/preparation is also prorated.

**Travel Fee:** Travel requiring departure from home base on the day before a hearing and staying over a day after a hearing for a return is charged. Normally, only a half day charge is assessed in such cases. For example, leave home on the 9<sup>th</sup> and spend a day getting to a hearing which commences on the 10<sup>th</sup> and departing on the 11<sup>th</sup> in order to get back home but to provide parties at least a full day in between, the arbitrator is likely to charge two one-half days. Where a hearing lasts, for example, 12 hours, the arbitrator will assess a pro-rata five hours for the extra time which goes into what would ordinarily be a second day of hearing.

**Cancellation Policy:** If the scheduled hearing is postponed or cancelled after a date has been selected by the parties, the arbitrator will assess a cancellation fee unless waived for good cause shown. If less than 14 days notice is provided (14 calendar days) to the arbitrator, a full hearing day or hearing days if more than one day has been selected for hearing will be charged. More than 14 days notice, unless waived, the arbitrator will charge one-half day cancellation fee.

**Interest Arbitration, Fact-finding and Labor Mediation:** The arbitrator is not available for other than labor management arbitration or employment disputes between labor and management.

**Expenses:** The arbitrator charges actual cost of reasonable expenses, including airfare, car rental, food and lodging, automobile mileage if applicable at the Wisconsin state rate. Arbitrator charges actual expenses for copying, phone and clerical assistance and car rental costs if applicable.

The arbitrator provides a copy of his fee schedule to the parties upon selection and their requests for available dates for hearing. Additionally, the arbitrator advises the parties when selection is likely to involve substantial travel expenses and suggests that they may wish to consider choosing an arbitrator more conveniently located.