

MICHAEL H. LeROY

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Occupation: Professor of Law and Labor & Industrial Relations (University of Illinois)

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EDUCATION:

J.D., University of North Carolina at Chapel Hill
M.A., in Labor and Industrial Relations, University of Illinois at Urbana-Champaign

PROFESSIONAL AFFILIATIONS:

American Arbitration Association	Industrial Relations Research Association
Mediation and Research Education Program	National Mediation Board Roster of Arbitrators

ARBITRATION EXPERIENCE:

Arbitrator (1987) and Mediator (1990); handled more than 585 workplace disputes in private and public sectors (details below); *issued timely awards in all cases*. Experience includes grievance, interest, and expedited procedures, as well as individual employment discrimination. Range of cases includes allegation of disability fraud for airline baggage handler in Boston, MA; workplace violence on S.D. Indian reservation; termination for e-mail transmission of sexually explicit material in Iowa and Missouri; wildcat strike by craft workers at an Illinois university; industry setting precedent on reverse metabolism for low-level alcohol tests at nuclear power plants; same-sex harassment in Michigan paper mill; bankruptcy involving Kentucky coal mine; discharge of deputy with post-traumatic stress syndrome after two co-workers used service revolvers to commit suicide; and discharge of airline mechanic in California. Law Professor for ADR classes at University of Illinois; extensive publications on judicial review of arbitration and mandatory arbitration. Also, Industrial Relations Professor for Labor Law and Employment Discrimination.

INDUSTRIES:

Airlines (United Air Lines & IAM/AMFA/AFA); **Agriculture** (Cargill/ICWU); **Aluminum** (Indalex/USWA); **Automotive** (Kus Zollner/UAW); **Bakery** (Interstate Brands/Teamsters); **Beverages** (Coca Cola/Teamsters); **Building Products** (USG/IAM); **Cement** (EFCO/Structural Workers); **Chemicals** (BASF/PACE); **Coal** (Fluor/UMW); **Communications** (Verizon/CWA); **Construction** (ITM/IUOE); **Education** (higher [Illinois State University/BT Unions], and primary & secondary [Chicago Public Schools and CTU]); **Electric Utility (Coal)** (Ameren/CIPS & IBEW); **Electric Utility (Nuclear)** (First Energy/IBEW); **Electrical Equipment** (Thomson/IBEW); **Electronics** (Williams/IBEW); **Food Processing** (ADM/BCT-GM); **Foundry** (Mueller Brass & PACE); **Groceries** (Jewel Food Stores/UFCW; Dillons/UFCW); **Heavy Equipment** (Bobcat-Ingersoll Rand/USWA; Fabick-Caterpillar/IAM); **Hospital** (Indian Health Service/LIUNA; Michael Reese Hosp./SEIU); **Hotels** (Holiday Inn/HERE); **Office & Clerical** (numerous public sector parties); **Overnight Delivery** (UPS/Teamsters); **Paper & Packaging** (Smurfit/GCIU; Weyerhaeuser/IUE-CWA; Green Bay Packaging/PACE); **Plastics** (Owens-Ill./IAM); **Police** (numerous city and county departments and agencies/FOP & Police Ben. Ass'ns); **Newspaper** (Chicago Sun-Times/Writers' Guild; State J. Reg./Teamsters); **Restaurant** (Eurest Dining & HERE); **Rubber** (Dayco/URW); **Telecommunications** (Verizon/IBEW); **Steel** (Robinson Steel/USWA); **Textiles** (HSM/UNITE HERE); **Trucking** (MII/Teamsters); **Warehousing** (Sysco/Teamsters).

ISSUES:

Absenteeism; Alcohol Violation (Under .04 BAC); ADA; Arbitrability (Time Limits and Subject Matter); Assault Pay; Bargaining Unit Work; Benefits Discrimination (HIV-Status); Clothing Allowance; Discharge and Lesser Forms of Discipline; Disability Benefit Fraud; Discrimination (Age; Sex; Race; Disability); Dress Code (Ku Klux Klan T-Shirt); Drug Possession; Education Reimbursement; E-mail Policies (Transmission of Graphic Materials); Excessive Force (Police Shooting at Civilian Suspect); FMLA; Fertility Care; Guns at Work; Health Insurance; Job Posting/Bidding; Jurisdictional Disputes; Layoff/Bumping/Recall; Lunch; Management Rights; Past Practice and Custom; Pay (Bonus; COLAs; Vacation; Holiday; Incentive); Performance-Based Termination; Physical Fitness Testing; Pornography at Work; Residency; Same-Sex Harassment; Strikes (Status of Replacements; Wildcat); Shift Start; Subcontract; Tenure/Non-Reappointment; Title VII; Union Discrimination; Work Day; Work Load; Workers Comp Retaliation; Workplace Violence.

PERMANENT PANELS:

United Airlines/Association of Flight Attendants (1996-Present); United Airlines/Int'l Ass'n of Machinists, and AMFA (2004-Present); Chicago Board of Education/Chicago Teachers Union (1993-Present); Bituminous Coal Operators Association/ United Mine Workers (1988-1998); Cedar Rapids, Iowa/Public Sector Unions (1998-Present); Morton Grove School Dist. and Ill. Federation of Teachers (2006-Present)

ARBITRATION ROSTERS:

American Arbitration Association; Federal Mediation and Conciliation Service; Illinois State Labor Relations Board; Wisconsin Employment Relations Commission.

PUBLISHED CASES: Arbitrator does not seek publication of arbitration decisions.

SIGNIFICANT PUBLICATIONS:

"Reinventing the *Enterprise Wheel*: Court Review of Punitive Awards in Labor and Employment Arbitrations," 11 HARVARD NEGOTIATION LAW REVIEW 199 (2006); "As the *Enterprise Wheel* Turns: New Evidence on the Finality of Labor Arbitration Awards, 18 STANFORD LAW & POLICY REVIEW __ (2007); "When Is Cost an Unlawful Barrier to ADR?" 50 UCLA LAW REVIEW 143 (2002); "Private Justice in the Shadow of Public Courts," 17 OHIO STATE JOURNAL ON DISPUTE RESOLUTION 19 (2001).

PER DIEM FEE: \$850 DOCKETING FEE: None

Arbitrator consistently issues decisions within 30 days of close of hearing or receipt of briefs (sooner with expedited cases). Fee is based on eight hour day. Charges are for **actual** hearing time (e.g., half-day hearing is charged as .50 per diem units), and actual study and travel time. Travel time is charged from office nearest to hearing site (Ohio cases are billed from Cincinnati office for mileage and travel time). Arbitrator is willing to accept stipulated record or conduct conference call hearings to expedite procedures and reduce costs. Fees are same for grievance or interest arbitration.

Cancellation Fee: One per diem unit charged for hearings that are postponed or canceled with less than thirty (30) days notice; *however*, fee is waived if hearing is rescheduled and a party provides a reason for postponement. **Expenses:** Arbitrator charges actual cost of reasonable expenses. Mileage is charged at applicable IRS rate. When air travel is less expensive to the parties than mileage and travel time, this transportation is used. Reimbursable expenses also include food, lodging, and car rental. Arbitrator does **NOT** use, nor charge for, paralegals or similar. **Billing:** Parties are usually billed when decision is issued or case is otherwise closed, but interim statement is sent on occasion (e.g., multiple hearing dates, or for reimbursement of substantial out-of-pocket expenses).