

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

PERMANENT PANELS:

United Airlines/IAM-AMFA (2004-Present); **United Airlines/Association of Flight Attendants** (1996-Present); **Southwest Airlines & AMFA** (2008-Present); **Federal Aviation Administration and NATCA** (2008-Present); **Chicago Board of Education/Chicago Teachers Union** (1993-2010); **Cedar Rapids, Iowa/Public Sector Unions** (1998-Present); **Bituminous Coal Operators Association/United Mine Workers** (1988-1998); **CNH (Case-New Holland)/UAW** (2006-Present); **Alaska Airlines/AMFA** (2009-Present).

ARBITRATION EXPERIENCE:

Arbitrator (1987) and Mediator (1990); handled more than 550 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 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 sexual harassment in Michigan paper mill; racially-themed “doll” at power plant; bankruptcy involving Kentucky coal mine; termination of suicidal sheriff deputy after two co-workers killed themselves. Law Professor for ADR classes at University of Illinois; extensive publications on judicial review of arbitration and mandatory arbitration. Joint-appointment as an Industrial Relations Professor who teaches Labor Law and Employment Discrimination.

INDUSTRIES:

Aerospace Mfg. (Aeronca/Machinists; Textron-Cessna/IAM); **Agriculture** (Cargill/ICWU); **Agricultural Implements** (CNH/UAW); **Airlines** (United/IAM-AMFA-AFA; Southwest Airlines and AMFA); **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** (Albertson’s-Jewel/UFCW); **Heavy Equipment** (Fabick-Caterpillar/IAM); **Hospital** (Indian Health Service/LIUNA); **Hotels** (Holiday Inn/HERE); **News & Media** (Sun Time and Writers’ Guild); **Office & Clerical** (numerous public sector parties); **Package Delivery** (UPS/Teamsters); **Paper** (Green Bay Packaging/PACE); **Plastics** (Owens-Ill./IAM); **Police** (city and county/FOP); **Newspaper** (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; 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); 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 Sexual Harassment; Strikes (Status of Replacements; Wildcat); Shift Start; Subcontract & Re-Subcontracting; Tenure/Non-Reappointment; Title VII; Union Discrimination; Work Day; Work Load; Workers Comp Retaliation; Workplace Violence.

ARBITRATION ROSTERS:

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

PROFESSIONAL AFFILIATIONS:

American Arbitration Association
Mediation and Research Education Program

Labor and Employment Research Association

PUBLISHED CASES: Arbitrator does not submit any decisions for publication.

SIGNIFICANT PUBLICATIONS:

“Reinventing the *Enterprise Wheel*: Court Review of Punitive Awards in Labor and Employment Arbitrations,” **HARVARD NEGOTIATION LAW REVIEW**, Vol. 11, No. 2 (2006), 199-251; “When Is Cost an Unlawful Barrier to ADR?” 50 **UCLA L.REV.** 143 (2002); and “Private Justice in the Shadow of Public Courts,” 17 **OHIO ST. J. ON DISP. RES.** 19 (2001).

PER DIEM FEE: \$925

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 prorated study and travel time. Travel time is charged from office nearest to hearing site. 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 for Hearings: one per diem unit is 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 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, e.g., purchase of airline ticket months before a hearing). **For Parties who select from the Ohio FMCS roster, travel time and mileage is charged from Cincinnati, assuming it results in lower cost for the Parties.**