

WISCONSIN EMPLOYMENT RELATIONS COMMISSION
ARBITRATOR'S BIOGRAPHICAL SKETCH

NAME: Martin H. Malin

MAILING ADDRESS: Chicago-Kent College of Law, 565 West Adams Street, Chicago, IL 60661-3691

TELEPHONE: Business: (312) 906-5056 **E-mail:** mmalin@kentlaw.edu

DATE OF BIRTH: May 2, 1953

EDUCATION: JD 1976 - George Washington University
BA 1973 - Michigan State University

OCCUPATION: Principal: Professor of Law and Director, Institute for Law and the Workplace
Secondary: Labor Arbitrator and Mediator

PROFESSIONAL AFFILIATIONS:

American Bar Association; Note: Arvid Anderson Award was presented by ABA; Labor Employment Relations Association. (Chicago Ch. Pres. 1989); Association. American Law Schools (Labor Law Section Chair 1993); National Academy of Arbitrators Vice President 2015-17; (member Board of Governors 2006-09); College of Labor and Employment Lawyers (Member Board of Governors 2011-16)

EXPERIENCE: (Issues and Sector/Industry)

Law Professor specializing in labor law since 1980. Labor arbitrator and mediator since 1984.

Industries arbitrated include banking, chemicals, communications, construction, county government, electronics, education, federal government, firefighters, food processing, foundry, health care, higher education, longshoring, manufacturing, metals, municipal government, newspaper and publishing, office and clerical, police, public utilities (gas and electric), railroads, transportation

Issues arbitrated include arbitrability, bargaining unit work, class size, discipline and discharge, discrimination (race, sex, disability, union activity), dress codes, drugs and alcohol, fitness for duty (physical and psychological), hours of work, job classification, layoff and recall, legal defense, medical insurance, overtime, performance appraisal, promotions, rates of pay, reductions in force, report-in pay, seniority, sick leave, subcontracting, telecommuting, tenure, transfers, tuition reimbursement, union security, vacation, wage rates, work assignments, work rules, work schedules, work stoppages, working conditions

Published extensively on labor law and arbitration in scholarly and professional journals
Has served as consultant to Illinois State, Local and Educational Labor Relations Boards and as special hearing officer for Illinois Human Rights Commission. Appointed by President Obama as member, Federal Service Impasse Panel, Oct. 2009, served until removed by President Trump in

May 2017. Permanent arbitrator for AFSCME Council 31 and Cook County (several panels); AFSCME Council 31 and Will County (IL) (several panels); IAMAW and Amana Division, Whirlpool Corporation; IBEW Local 15 and Midwest generation, LLC; IBEW Local 21 and AT&T Midwest; NNOC and Cook County; SEIU Local 1 and Meridian Management Corp; SEIU Local 73 and Ill. Secretary of State; Unite Here Local 1 and Chicago Area Hotels; ALPA and United Airlines; CWA District 4 and AT&T Midwest; NTEU and IRS.

FEE AND EXPENSE PRACTICE:

Grievance arbitration: \$1,700.00 for each day of hearing, study and preparation of Opinion and Award

Fact Finding and Interest/Arbitration: \$1,800.00 for each day of hearing and study and preparation of Findings of Fact or Opinion and Award

Mediation: \$1,800.00 per day with an additional charge of \$350.00 per hour for each hour in excess of eight in one day. For time spent other than in in-person sessions, such as telephone caucuses and conference calls, a charge of \$350.00 per hour will apply.

Travel: Travel expenses and travel time will be charged for cases outside the Greater Chicago Metropolitan Area. Where the arbitrator incurs cancellation fees due to late cancellation by the parties, such as a hotel which requires cancellation of reservations prior to the scheduled date of arrival, such cancellation fees will be billed to the parties in addition to the arbitrator's cancellation fee.

Cancellation Fee: one-half day if notice of cancellation of any particular hearing date or mediation session is given less than four weeks before the scheduled start of the hearing or mediation; one day if notice is given less than two weeks prior to the scheduled start of the hearing or mediation (regardless of whether the date is rescheduled).

Joint and Several Liability: As a courtesy, the arbitrator will bill the parties in accordance with their agreement allocating responsibility between them for the fee, but both parties remain jointly and severally liable for the entire fee.

Interim Billing: In his discretion, the arbitrator may submit an interim bill, particularly where a hearing has been held and the arbitrator has incurred significant out-of-pocket travel expenses.

NOTE: The arbitrator shall not charge any fee other than the above stated fees.