

WISCONSIN EMPLOYMENT RELATIONS COMMISSION
ARBITRATOR'S BIOGRAPHICAL SKETCH

MICHAEL H. LeROY

EMAIL: m-leroy@illinois.edu
arbitrator.michael.leroy@gmail.com

OCCUPATION: Professor of Law, and Labor & Employment Relations (University of Illinois at Urbana- Champaign)

ADDRESS: 3307 Cypress Creek
Champaign, IL 61822-7596

TELEPHONE: (217) 766-5012 (**Text messages related to scheduling are acceptable**)
(217) 244-4092 (Cell)
(217) 244-9290 (Fax)

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); **Appalachian Regional Healthcare/United Steel Workers** (2007-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); **Ironworkers Local 380/Central Illinois Builders Association** (2004-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. Native American 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. Courses include **Labor Law, Alternative Dispute Resolution, Collective Bargaining in Sports and Entertainment, Employment Discrimination, and Immigration, Employment and Public Policy.**

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 Times 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; Health Insurance Portability and Accountability Act of 1996 (HIPAA); 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, Labor and Employment Research Association, and Mediation and Research Education Program

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

RECENT PUBLICATION:

“Are Arbitrators Above the Law? The ‘Manifest Disregard of the Law’ Standard,” **BOSTON COLLEGE LAW REVIEW**, Vol. 52 (2011), 137-187.

PER DIEM FEE: \$1,250 DOCKETING FEE: None

Arbitrator consistently issues decisions within 30 days of close of hearing or receipt of briefs.

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.

Cancellation Fee for Hearings: No charge if cancellation/postponement is more than seven (7) days. If Arbitrator travels to a hearing, and the matter is settled or postponed, one (1) per diem unit is charged for the day, plus travel costs.

Expenses: Arbitrator charges for reasonable expenses (e.g., Fairfield Inn or Hampton Inn). Mileage is charged at applicable IRS rate. Reimbursable expenses also include food, lodging, and car rental (when air travel is necessary). Arbitrator does **NOT** employ 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).

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