

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 & Mediator

**PROFESSIONAL AFFILIATIONS:** Am. Bar Ass'n.; Lab. Emp. Rel. Ass'n. (Chicago Ch. Pres. 1989); Ass'n. Amer. Law Schools (Lab. Law Sect. Chair 1993); ACR; National Academy of Arbitrators (member Bd of Governors 2006-09); College of Lab. & Emp. Lawyers (Member Bd of Governors 2011-date)

**EXPERIENCE: (Issues & 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 & publishing, office & clerical, police, public utilities (gas & electric), railroads, transportation

Issues arbitrated include: arbitrability, bargaining unit work, class size, discipline & discharge, discrimination (race, sex, disability, union activity), dress codes, drugs & alcohol, fitness for duty (physical & psychological), hours of work, job classification, layoff & 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 & 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 (term expires 2014)  
Permanent arbitrator for AFSCME Council 31 and Cook County (several panels); AFSCME Council 31 and Will County (IL) Sheriff; IAMAW and Amana Div, Whirlpool Corp.; IBEW Local 15 and Midwest generation, LLC; IBEW Local 21 and A T & T Midwest; NNOC and Cook County; SEIU Local 1 and Meridian Mgmt Corp.; SEIU Local 73 and Ill. Sec'y of State.

**FEE AND EXPENSE PRACTICE:**

Grievance arbitration: \$1,350.00 for each day of hearing, study and preparation of Opinion and Award.

Fact Finding and Interest/Arbitration: \$1,500.00 for each day of hearing and study and preparation of Findings of Fact or Opinion and Award.

Mediation: \$1,500.00 per day with an additional charge of \$300.00 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 \$300.00 per hour will apply.

Travel: Travel expenses and travel time will be charged for cases outside the Greater Chicago Metropolitan Area.

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 one week 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.

12/2011