

MICHAEL G. WHELAN

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Present Occupation: Arbitrator/Mediator/Fact Finder

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PROFESSIONAL AFFILIATIONS: The Florida Bar; American Arbitration Association; National Academy of Arbitrators; National Association of Railroad Referees.

EDUCATION: SUNY Buffalo Law School, JD (1986); Cornell University, MILR (1979); SUNY College at Brockport, BS, *summa cum laude* (1977).

CERTIFICATIONS: Law - Florida 1986; Elementary and Secondary Education - New York 1979.

LABOR RELATIONS EXPERIENCE: Ogletree Deakins - Shareholder, 2004 – 2007; Whelan, DeMaio & Kiszkiel, PA - Shareholder, 1994 – 2004; Morgan Lewis & Bockius - Associate Attorney, 1986 – 1994; Moog Inc - Division Personnel Administrator, 1981 – 1983; Arcata Corporation - Labor Relations Manager, 1980 – 1981; Ford Motor Company - Labor Relations Representative, 1979 – 1980.

ARBITRATION ROSTERS: FMCS Arbitration Roster; AAA (Employment); AAA (Labor); FL PERC (Special Magistrate); NMB; NY PERB.

OTHER PANELS: American Airlines and TWU; Rochester Teachers Assn and Rochester City Schools; Wegmans Food Markets and Teamsters.

INDUSTRIES: Aerospace, Agriculture, Airlines, Automotive, Bakery, Banking, Beverage, Brewery, Broadcasting, Building products, Cement, Chemicals, Communications, Construction, Dairy, Education, Electrical Equipment/Appliances, Electronics, Entertainment/arts, Food manufacturing and service, Health care, Hospital/nursing home, Hotels/motels/casinos/resorts, Machinery, Maritime, Metal fabrication, Nuclear energy, Office workers/clerical, Organizations, Packaging, Petroleum/petrochemicals, Pharmaceuticals, Plastics, Police & fire, Printing & publishing, Prison guard, Public sector grievance, Public sector interest, Railroads, Restaurants, Retail stores, Sports, Steel, Textile, Transportation, Trucking & storage, Utilities, Warehousing.

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ISSUES: Absenteeism, Affirmative action, Age, Arbitrability, Bargaining unit work, Bonus fringe benefits, Conduct (off-duty/ personal), Cost-of-living pay, Demotion, Disability, Discipline (discharge), Discipline (non-discharge), Discrimination, Drug/alcohol offenses, Fact finding, Fringe benefits, Gender, Health/hospitalization, Hiring practices, Holiday pay, Holidays, Incentive pay, Insurance, Job classification & rates, Job performance, Job posting/bidding, Jurisdictional dispute, Layoffs/bumping/recall, Leave, Management rights, Merit pay, National origin, Official time, Overtime Pay, Past practices, Pension and welfare plans, Pension claim (fed. statute), Promotion, Race, Religion, Retirement, Safety/health conditions, Seniority, Severance pay, Sexual harassment, Strikes/lockouts/work stoppages/slowdowns, Subcontracting/contracting out, Tenure/reappointment, Unilateral, Union security, Vacation, Vacation pay, Violence or threats, Wages, Work Hours/Schedules/Assignments, Working conditions/work orders.

RATES/POLICIES: Per Diem Fee: \$2,500.00 for each day of hearing (any part of a day up to 7 hours) and research and preparation of the opinion and award. Research and preparation may be prorated at the rate of \$450 per hour.

Cancellation: Per diem fee for each day of hearing scheduled and prepaid travel costs if hearing is postponed or cancelled with notice of less than 30 days.

Expenses: Prorated per diem for travel of more than 50 miles (one-way) if not occurring within a hearing day, and costs for mileage (IRS) or rental vehicle, airfare, lodging, and meals.

General Terms: Per diem fees, cancellation fees, and expenses are split equally between the parties unless provided otherwise by law, the labor agreement, or written agreement of the parties. However, both parties are jointly and severally liable for such fees and expenses. Fees are due upon receipt of the fee statement and if not paid within 60 days of the date of the fee statement will accrue interest at the rate of 1% per month and the costs of collection, including attorneys' fees and expenses.

So that I may serve with impartiality and independence of judgment in cases where I am selected, the parties agree that I am immune from civil liability to the same extent as a judge of a court acting in a judicial capacity in the state where the action is heard. This immunity supplements any immunity under state or federal law and the failure to make any disclosure required by law or the rules of the arbitration organization where I am listed as a panelist does not cause any loss of immunity under this section. The parties further agree that I will not be called to testify in a judicial, administrative, or similar proceeding and will not be required to produce records as to any statement, conduct, decision, or ruling occurring during the arbitration proceeding to the same extent as a judge of a court acting in a judicial capacity in the state where the action is heard, except to the extent necessary to determine a claim by the arbitrator against a party to the arbitration or in a hearing on a motion to vacate an award under Section 23(a)(1) or (2) of the Revised Uniform Arbitration Act, if the moving party establishes prima facie that a ground for vacating the award exists. If an action is commenced against me or I am subpoenaed to testify or produce records, I will not comply and if a court finds that I am immune from civil liability or that I am not competent to testify or produce records, the court shall award me or my representative reasonable attorneys' fees and expenses of the litigation.

I typically take notes and use an audio recording of hearings to prepare awards. After I issue an award, it is my practice to destroy my notes, the audio recording, and all hearing exhibits.