

ARBITRATOR MICHAEL T. LOCONTO, ESQ.

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ARBITRATOR, MEDIATOR AND HEARING OFFICER EXPERIENCE

Labor and Employment Arbitrator/Mediator, Boston, MA

June 2021 – Present

Neutral and independent arbitrator, mediator, facilitator, fact finder and hearing officer in labor and employment disputes between unions, employers and employees. Provides election and certification processes ("card check") services and training on interest-based bargaining techniques. In-person and remote hearing capabilities; satellite offices in Ft. Lauderdale, FL, Lancaster, PA and Minneapolis, MN.

- **Industries and Issues:** Include trades and clerical workers, construction, K-12 and higher education, public safety, dining services, athletics, public sector, financial services, and beverage and technology workers. Discipline and discharge; contract interpretation; pay and wage differentials; benefits; disability; discrimination and harassment; FLSA; FMLA; USERRA; project labor agreements; and Title IX matters.
- **Training:** "Becoming a Labor Arbitrator" (2021) and "Federal Sector Arbitration" (2022), FMCS Institute. Apprentice to National Academy of Arbitrators members Mark Irvings and David Gaba.
- **Rosters:** *Labor arbitrator* - Federal Mediation and Conciliation Service (regions 3, 6, 7 and 8, virtual, federal and international); Labor Relations Connection (New England); Los Angeles County (CA) Employee Relations Commission; Maine Labor Relations Board; New Jersey Board of Mediation; Pennsylvania Bureau of Mediation. *Mediator, fact finder and labor arbitrator* – New Hampshire Public Employees Labor Relations Board; New Jersey Public Employment Relations Board. *Interest arbitrator and fact finder* – Pennsylvania Labor Relations Board. *Mediator and fact finder* - Kansas Department of Labor. *Employment/Commercial* – FORUM ADR.
- **Publications:** *Board of Editors* - Will Aitchison, David Gaba & Jonathan Downes, *Interest Arbitration* (Miller, Vannoy and Scott 3d ed., LRIS Books, forthcoming 2022).

PROFESSIONAL LEGAL EXPERIENCE

Fenway Law LLC, Boston, MA

December 2020 – Present

- Solo specialized counsel focused on commercial contract reviews, data and website privacy, and general compliance issues. My practice specifically excludes advocacy in labor and employment-related disputes.

Curry College, Milton, MA

General Counsel

February 2016 – November 2020

- Led multiple contract negotiations with faculty (AAUP) and trades. Arbitration work included discipline and discharge, policy implementation and shift differentials. Practical experience with U.S. Department of Education and Massachusetts Attorney General. Key policy work on remote operations, pandemic response, student mental health supports, Title IX, data security, and surveillance cameras.

Harvard University, Office of Labor & Employee Relations, Cambridge, MA

Deputy Director for Policy and Compliance and Youth Protection Officer

August 2006 – January 2016

- (Previous title: Associate Director of Labor & Employee Relations). Negotiated Project Labor Agreements with construction trades unions, campus police union CBA, and multiple contracts with 4,500-member clerical-technical union. Mediation and arbitration work included discipline and discharge, overtime, uniforms, shift differentials and policy implementation.
- Led policy development and compliance efforts on whistleblowing, independent contractors, FLSA compliance, leave requirements for illnesses, new parents and domestic violence victims, nursing mother accommodations, social media use and transgender rights. Oversaw campus-wide youth program safety standards and assisted on implementation of Title IX regulations.

City of Boston, Office of Labor Relations, Boston, MA

November 2002 – August 2006

Labor Relations Counsel: Negotiated collective bargaining agreements, policy implementation and interim issues with more than a dozen large civilian, police and fire employee labor unions. Counseled department heads on management issues and reduced sick leave abuse in a large department. Arbitration work included discipline and discharge; overtime and police details; shift differentials; pay incentives; and work assignments.

TEACHING, RESEARCH AND SPEAKING EXPERIENCE

The Labor Guild School of Labor-Management Relations, Boston, MA 2022 - present
Instructor: Courses include “Drafting Contract Language” and “Interest-Based Bargaining.”

Northeastern University School of Law, Boston, MA 2008 - 2010
Adjunct Lecturer: Legal writing and research program for first-year law students.

Various Professional Organizations

Labor and Employment Relations Association (LERA): Executive Board member, Boston chapter. Member, national organization and Central Pennsylvania, Maine, New Jersey, Rhode Island and Virginia chapters. Co-Chair, Higher Education Industry Council (2008-2013). Annual Conference speaking: Best Papers Discussions on Organized Voice (2022) and Wages (2021); Labor-Management Collaboration in K-12 Education (2016); Higher Education Labor & Employment Law (2013); Public Sector Labor Law Issues in Higher Education (2012); and Negotiation, Collective Bargaining, and Workplace Dispute Resolution (2011).

National Center for the Study of Collective Bargaining in the Higher Education Professions (NCSCBHEP): Annual Conference speaking: Collective Bargaining and Shared Governance (2022); Labor and Education in the Biden Administration (2021); Legal Update (2019); Multi-Employer Negotiations in Higher Education (2016); Comparing Public- and Private-Sector Bargaining (2015); Adjunct/Part-Time Faculty Unions & Graduate Student Organizing (2013); and Impact of Electronic Media on Negotiations, Protected Activity, and Privacy in the Modern Workplace (2011, 2012 & 2014).

National Association of College & University Attorneys: Committee on Legal Education (2018 - 2020).

Massachusetts Continuing Legal Education (MCLE): The Legislative & Drafting Processes (2018 - 2019).

Boston Bar Association: Co-Chair, Traditional Labor Law subcommittee (2010 - 2011).

College & University Professional Association for Human Resources (CUPA-HR): Conference speaking: Economics at the Bargaining Table (2013) and Regulating Social Media in the Workplace (2011).

RELEVANT COMMUNITY SERVICE

Boston School Committee 2014 - 2020
Member and Chairperson: Appointed by Mayor Martin J. Walsh; liaison to Boston Teachers Union. Co-Led the District Capacity Project in the AFT-Massachusetts Education Partnership (2014 - 2017).

City of Boston 2017
Facilitator: Dialogues to Action on Race series.

EDUCATION

Northeastern University School of Law, Boston, MA 2002
Juris Doctor

The Florida State University, Tallahassee, FL 1999
Bachelor of Arts in History and Political Science, Minor in Economics

BAR ADMISSION: Massachusetts (2002); U.S. Dist. Ct. (MA, 2003); U.S. Ct. of Appeal (1st Cir., 2003).

ARBITRATION AND MEDIATION FEES; CANCELLATION

Fees: \$1,850 *per diem* for labor arbitration. \$350 per hour for employment matters and mediation.

Expenses: writing, research, conferences and travel time in excess of two hours per day billed at hourly rate. Reasonable travel and administrative expenses to be reimbursed as incurred.

Cancellations: seven (7) calendar days prior to scheduled hearing date or less will incur one day hearing fee.



Michael T. Loconto, Esq.
Labor Arbitrator
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2022 FEE SCHEDULE, CANCELLATIONS, HEARING PROCEDURES AND BILLING

PER DIEM

My *per diem* rate is \$1,850 per day, not to exceed 7 hours. The *per diem* rate may include up to 2 hours of travel time. Study, writing, excess conference time, and travel will be charged at \$200 per hour. There is no charge for administrative overhead.

CANCELLATION FEE

I will charge a cancellation fee equal to the *per diem* rate times the number of days reserved for the arbitration for any cancellation made within 7 calendar days of the scheduled start of the arbitration hearing. Actual expenses incurred (required guaranteed reservations, for example) are also billed. Cancellation fees shall be split between union and management unless some other arrangement has been agreed upon and communicated to me at the time of the cancellation (including “loser pay” provisions).

TRAVEL, MILEAGE, AND OTHER EXPENSES

Automobile travel is charged at the Internal Revenue Service rate. Mileage is calculated from Boston, Massachusetts, unless an alternative applicable panel address is used to schedule the hearing. Lodging is charged at cost; meals are not billed. In the event that air or train travel is necessary, I will purchase the lowest cost refundable airline tickets available at the time and on the carrier of my choosing.

PANDEMIC / RELATED HEARING ISSUES

I am available for hearings on an in-person or remote/virtual basis. I will travel for hearings and am fully vaccinated. Any hearing on a remote basis will require a pre-hearing conference to confirm the parties’ readiness for the use of video conferencing software (e.g., Zoom). Parties shall endeavor to exchange exhibits and resolve hearing issues at least 1 day in advance of a scheduled hearing.

SUBPOENAS / EXHIBITS / OFFICIAL RECORD

Any requests for subpoenas shall be directed to me, with copy to the opposing advocate. I encourage agreement on the utilization of joint exhibits between advocates prior to hearing and to the extent those can be agreed upon, I welcome receipt of those prior to the hearing. Should the parties agree to share the costs of a transcript via the use of a court reporter, a copy of the transcript shall be provided to the arbitrator at no cost. Should the parties wish to record a remote hearing via Zoom video conferencing software, the arbitrator shall make and control such recording and make such record available to each party at the conclusion of the hearing (unless otherwise agreed by the parties). Please note that I will not voluntarily appear as a witness in any litigation associated with enforcement of, or a challenge to, any award or in any other litigation associated with a case. As a standard practice, I do not retain case files following the issuance of the Award or the expiration of any retained jurisdiction.

BRIEFS / ISSUANCE AND PUBLICATION OF AWARDS

Post-hearing briefs shall be submitted to the Arbitrator electronically as a PDF *and* as a Word document. Any citations to arbitral precedents or case authorities shall be appended to the brief as a separate attachment. Transmission of the Award shall be via email, and the parties shall acknowledge receipt thereof. It is my practice to occasionally submit Awards for publication by established reporting services. I will inform the parties at the time of the Award if am considering submitting the case for publication, with a request that the parties advise me within 30 days after issuance of the Award if they object to publication.

BILLING

Bills and W-9s are typically issues via email with the Award; however, in complex or prolonged matters I reserve the right to issue bills on a monthly basis for outstanding work or out-of-pocket expenses incurred to date. Please advise me if there is a particular person to whom bills should be directed. Otherwise, the bill and award will be sent to the person entering an appearance on behalf of the party at the hearing. Payment by check, credit card or ACH transfer is accepted.