

RICHARD BALES

Mobile: 859-442-8837

Email: r-bales@onu.edu

Website: <https://balesarbitration.com/>

EDUCATION

J.D. Cornell Law School (1993), *magna cum laude*, *Order of the Coif*

B.A. (political science), Trinity University (1990), *cum laude*

WORK HISTORY

- **Ohio Northern University Law**, 2013-present.
 - Dean, 2013-17.
 - Visiting Professor.
 - St. Louis University Law School, spring 2025.
 - University of Akron Law School / 2018-20.
 - Peking School of Transnational Law / 2020-21, 2024 (Shenzhen, P.R. China).
- **Northern Kentucky University Chase College of Law**, 1998-2013. Assoc. Prof since 2001; Prof. & Tenure since 2003.
- **Visiting Assistant Professor**, U. Montana (1998), Southern Methodist University (1996-97).
- **Law practice**: Baker & Hostetler, 1995-96; Baker & Botts, 1993-95.

ARBITRATION/LABOR EXPERIENCE

- Labor arbitrator, since 2010.
 - 100+ awarded cases
 - Public & private sectors
 - Grievance & interest arbitration; factfinding
 - Adept at running **online hearings**. Prefers Zoom, but also proficient with Teams and VooV.
- National Academy of Arbitrators, since 2019
- Arbitration panels include FMCS, AAA, State Employment Relations Board (Ohio), National Mediation Board, Houston Police Department, City of Columbus & Fraternal Order of Police, Michigan Employment Relations Commission, Michigan Civil Service Commission Ad Hoc Hearing Officer, Minnesota Bureau of Mediation Services, Lockheed-Martin/IAM (Fort Worth).
- College of Labor & Employment Lawyers, since 2020.
- Labor Law Group, 1999-present (Treasurer 2011-19); Executive Committee 2010-19).
- Training provided
 - Ohio Education Association, Evidence Issues in Labor Arbitration Hearings; Burdens of Proof in Grievance Resolution; Opening Statements; Post-Hearing Briefs; Exhibits; Witness Credibility; Preparing for a Hearing (2022-23).
 - American Arbitration Association

- Cambodia Arbitration Council, Evidence in U.S. Labor Arbitration; Proving Discrimination (Dec. 2022).

OTHER HONORS

Peer Reviewer

- Cambridge University Press
- Relations Industrielles / Industrial Relations
- Yale Law Journal

Fulbright Specialist

- Monash University, Kuala Lumpur, Malaysia, 2010.
- University of Tarumanagara, Jakarta, Indonesia, 2013.

PUBLICATIONS

Books (most are co-authored)

- ADR in the Workplace (West Publishing, 1st ed. 2000, 2d ed. 2005, 3d ed. 2014, 4th ed. 2020).
- Arbitration Law (West Publishing, 2d ed. 2010, 3d ed. 2015, 4th ed. 2021).
- Cambridge Handbook of US Labor Law: Reinventing Labor Law for the 21st Century (Cambridge University Press 2020).
- Compulsory Arbitration: The Grand Experiment in Employment, Cornell University ILR Press 1997.
- Employment Law (West Publishing, 5th ed. 2023).
- The Federal Arbitration Act: Successes, Failures, and a Roadmap for Reform (Cambridge University Press, 2024).
- Labor & Employment Arbitration in a Nutshell (West Publishing, 3d ed. 2017, 4th ed. 2020).
- Labor Law: Collective Bargaining in a Free Society (West Publishing, 6th ed. 2009, 7th ed. 2018, 8th ed. 2024).
- Understanding Employment Law (Carolina Academic Press, 1st ed. 2007, 2d ed. 2013, 3d ed. 2019), 4th ed. 2024.
- Workplace ADR Simulations and Teaching Guide (West Publishing 2020).

Selection of Recent Articles

- *Writing Effective Labor Arbitration Briefs*, __ Detroit-Mercy L. Rev. __ (forthcoming 2025).
- *Using AI in Arbitrating Labor & Employment Disputes in China and the United States*, __ California Western International L.J. __ (forthcoming 2025 (co-authored with Wenwen Ding).
- [COVID-Related Arbitration Awards in the United States and Canada: A Survey and Comparative Analysis](#), 37 Ohio St. J. Disp. Resol. 1 (2022).
- [Novel Issues in Canadian Labour Arbitration Related to COVID-19](#), 13 Arbitration L. Rev. (2021).
- *The Invisible Web at Work: Artificial Intelligence and Electronic Surveillance in the Workplace*, 41 Berkeley J. Lab. & Employ. L. 1 (co-authored with Kathy Stone (UCLA)) (2020).
- *The Worldwide Response to Covid-19 Through a Labor/Employment Law Lens*, 51 Cumberland L. Rev. 147 (2020-21) (co-authored with Christopher Elko).

- *What Makes a "Reasoned" Arbitration Award?, 12 Arbitration L. Rev. 81 (2020) (co-authored with Steven Hooten), available at <https://elibrary.law.psu.edu/arbitrationlawreview/vol12/iss1/3>.*

BILLING & TERMS

- **Per diem:** \$2000 per day of hearing not to exceed eight hours. \$250 per hour for all excess hearing time, all case administration and study time, and travel time from nearest office. Time spent to comply with one party's unilateral requirement of forms for payment (other than W-9), or for time attempting to collect unreasonably late payment, charged only to that party.
- **Cancellation:** One day's per diem for each scheduled hearing day postponed or canceled with less than 30 calendar days' notice.
- **Expenses:** No charge for routine office expenses. Mileage fees will be at the U.S. Government rate calculated from nearest office (see Travel below).
- **Travel:** All travel will be calculated from the Minneapolis-St. Paul Airport.
- **Payment responsibility:** All parties are jointly and severally liable for arbitration fees and expenses. Payment terms: Net 30 days from the date of the invoice regardless of any appeals. Interest compounds at 2.0% per month thereafter. If a collection action becomes necessary, the defaulting party will be responsible for all collection costs including reasonable attorney's fees.
- **Special Billing/Payment Procedures:** If a party has special billing requirements, including filling out forms or registering as a vendor, please let me know immediately so I can complete the process before the hearing. If a party fails to so inform me at the inception of the case, or if it is impossible for me to complete the process before I issue the award, or if the process takes more than a total of 1 hour, I will separately bill that party \$350/hour for time spent complying.
- **Subpoenas:** Testifying subpoenas should be emailed to both the Arbitrator and the opposing representative. Any objection should be prompt, by reply email. A subpoena to a non-employee should ordinarily include a Zoom option. Subpoenas to produce documents should be emailed to both the Arbitrator and the opposing representative and should explain why, given the 8(a)(5) duty to exchange relevant information, the formality of a subpoena is necessary. I will then ordinarily schedule a Zoom call to discuss.