

ARTHUR RAY MCCOY

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PROFESSIONAL AFFILIATIONS:

Minnesota State Bar Association

EDUCATION

JD	Law	University of Minnesota	1984
BA	Psychology	Dickinson College	1976

EMPLOYMENT HISTORY

I have served as a labor arbitrator since 2001. I have extensive experience in higher education and labor/employment issues in the public and private sectors. Former positions include interim vice president for student affairs and associate vice president for student affairs at Metropolitan State University, dean of students at the St. Thomas School of Law, executive assistant to the president of Hamline University, staff attorney with Education Minnesota, equity advocate for the Inter Faculty Organization, associate attorney with the law firm of Gordon Miller & O'Brien, director of minority programs and assistant professor of labor studies at the Pennsylvania State University.

ARBITRATION/LABOR RELATIONS EXPERIENCE

More than thirty years of experience in labor relations and higher education. I have been consistently involved in labor education, affirmative action/desegregation/diversity programs in a variety of settings including higher education, private industry and labor unions. I have also assisted unions and employers with establishing policies and procedures governing the employment relationship and for resolving labor disputes.

INDUSTRIES

Clerical, Corrections (state), Education (primary, secondary and higher education), Entertainment, Fire Safety, Food Services (Production, Distribution & Safety), Hospital/Nursing, Law Enforcement (state and local) and Transportation among others. I have served as arbitrator in numerous private sector cases throughout the Midwest.

ISSUES

Affirmative Action, Absenteeism, Arbitrability, Bargaining Unit Work, Conduct, Demotion, Discipline (Non-Discharge), Discipline (Discharge), Discrimination: Age, Disability, Race, Sex, Religion, National Origin, Drug/Alcohol Offenses, Fringe Benefits: Bonus, Holidays, Insurance, Leave, Vacation, Grievance Mediation, Health/Hospitalization, Hiring Practices, Job Performance, Job Posting/Bidding, Jurisdictional Disputes, Layoffs/Bumping/Recall, Management Rights, Past Practices, Promotion, Seniority, Sexual Harassment, Strikes, Slowdowns, Subcontracting/Contracting Out, Tenure/Reappointment, Union Security, Wages: Cost of Living Pay, Holiday Pay, Vacation Pay, Work Hours/Schedules/Assignments, Working Conditions/Work Orders.

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ARBITRATION ROSTERS

Bureau of Mediation Services
Federal Mediation and Conciliation Service
Montana Roster of Arbitrators

FEES:

PER DIEM FEE: \$2000.00

DOCKETING FEE: \$2000.00

CANCELLATION FEE: \$2000.00

Grievance Arbitration: A per diem fee of \$2000.00 will be billed for each day of hearing, study and preparation of the decision and award. The per diem fee is based on an eight hour day. A hearing is any portion of a day up to eight hours. This per diem fee applies to all cases whether fact-finding, mediation, rights or interest arbitration.

A **cancellation fee** of \$2000.00 will be charged per scheduled hearing date if the Parties cancel or continue a hearing within twenty-eight (28) calendar days of the scheduled hearing date or if a continuance is granted from the scheduled hearing date and the case is ultimately resolved without a hearing. If the parties engage the arbitrator to resolve pre-hearing disputes but cancel outside of the twenty-eight (28) period, an hourly rate of \$900.00 per hour will be charged for the time spent on pre-hearing matters.

Docketing fee of \$2000.00

The parties will be responsible for payment of a one-time docketing fee of \$2000.00. The docketing fee is due and payable upon receipt of available hearing dates from the arbitrator. The docketing fee covers the time spent scheduling, rescheduling and all communications with the parties prior to the hearing including responses to subpoena requests. In addition, the docketing fee covers the time spent complying with parties billing requirements and other requests needed to process the arbitrator's payment.

Expenses

The actual cost of reasonable **expenses** will be charged to the parties. Expenses might include airfare, car rental, food, lodging, postage and mileage. Mileage is charged at the applicable IRS expense rate.

Late Fee Charge

Payment is due upon receipt of the invoice. A late fee of 2% will be charged if parties fail to pay within 30 days of receipt of the invoice. The 2% late fee will be added each month the invoice remains unpaid following the initial 30 day period. All Parties are jointly & severally liable for the arbitration fees & expenses.