

# Labor Management Law Answer Book 2016

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Brian&#x2019;s practice is focused on labor-management relations, and he has extensive experience representing employers throughout the United States in collective bargaining, union organizing and decertification proceedings, unfair labor practice proceedings, strikes and picketing disputes, corporate campaigns, neutrality and card check agreements, arbitration proceedings, and labor litigation. Brian frequently assists employers with labor and employment aspects of domestic and cross-border mergers and acquisitions, and advises distressed employers with respect to labor and employment issues in bankruptcy proceedings. His traditional labor practice includes employers in the manufacturing, oil and gas, energy, mining, automotive, aerospace, railroad, transportation, private equity, media, retail, telecommunications, technology, hospitality, health care, and construction industries. Brian&#x2019;s practice also includes trial and appellate litigation of employment disputes, including representing employers in employment litigation before federal and state courts throughout the United States. He also represents employers in class action litigation pertaining to wage-and-hour compliance, employee benefits, affirmative action, and other employment issues. In addition to his litigation practice, he counsels employers regarding labor and employment issues, including hiring issues, compensation and benefit practices, reductions in force, mergers and acquisitions, employment and severance agreements, non-competition agreements and trade secrets, wage-and-hour compliance, occupational safety, and other labor and employment issues. Brian is a member of the American Bar Association (Labor and Employment Section and the subcommittees on Practice and Procedure Under the NLRA, Development of the Law Under the NLRA, Employee Rights and Responsibilities, and Employee Benefits), the State Bar of Illinois, the Chicago Bar Association (Labor and Employment Section), and the State Bar of Texas (Labor and Employment Section). Brian is board-certified in labor and employment law by the Texas Board of Legal Specialization. Brian has been named an Illinois Super Lawyer and is listed in *The Best Lawyers in America 2013*. In addition to his work on PLI&#x2019;s *Labor Management Law Answer Book*, Brian is a contributing author to the labor law treatises *The Developing Labor Law* and *How to Take a Case Before the NLRB*. He is a frequent lecturer on labor and employment law issues and has spoken on such diverse topics as labor-management relations, international labor and employment law, union organizing and corporate campaigns, arbitration, strikes and picketing, decertification and de-authorization proceedings, Railway Labor Act issues, employment discrimination, religious discrimination and accommodation, sexual harassment, affirmative action, wage-and-hour compliance, the Family and Medical Leave Act, and federal record-keeping requirements. **DAVID S. BIRNBAUM** (Editor in Chief) represents employers in connection with a broad range of labor and employment issues. A substantial portion of David&#x2019;s practice focuses on labor relations matters including collective bargaining, union organizing and decertification proceedings, unfair labor practice cases, strikes and picketing disputes, corporate campaigns, arbitrations, and section 301 litigation. He also has experience advising Railway Labor Act employers in connection with disputes under the Federal Railroad Safety Act and in other adversarial proceedings. David recently played a significant role on a team representing a multi-employer bargaining coalition consisting of thirty freight rail carriers at a hearing before Presidential Emergency Board 243. The board, which was tasked with developing recommendations for a collective bargaining settlement to avoid a national strike, adopted the vast majority of the railroads&#x2019; arguments, facilitating a settlement that saved the carriers billions of dollars relative to the unions&#x2019; proposals. David also recently served as second

chair trial counsel for a leading tire manufacturer at an arbitration hearing resulting in the denial of a grievance seeking \$40 million in plant closure benefits. David's litigation experience includes cases brought pursuant to the Employee Retirement Income Security Act, the Fair Labor Standards Act, Title VII, and a variety of state law statutes. Additionally, he frequently counsels employers regarding compliance with employment laws, hiring and firing, compensation and benefits, non-compete agreements, reductions in force, employment and severance agreements, and business transactions, including mergers and acquisitions. David is also a contributing editor to *The Developing Labor Law*. **DONALD J. MUNRO** (Editor in Chief) is a litigator with a particular focus on labor, employment, and transportation issues. He represents companies and individuals in federal trial and appellate courts and before federal agencies in cases involving collective bargaining, union representation disputes, wage-and-hour issues, employee safety, discrimination, wrongful discharge, restrictive covenants, Family and Medical Leave Act, health and welfare plans, contract disputes, executive compensation, and similar matters. He also has extensive experience in labor negotiations and arbitrations. In the transportation industry, Don is a nationally known authority on the Railway Labor Act and represents a number of national, regional, and short-line railroads in all aspects of labor, employment, and related regulatory issues. He has appeared on behalf of all of the nation's major freight railroads in matters of significant concern to the rail industry as a whole, including matters before the National Mediation Board and the Surface Transportation Board, and has argued more than a dozen cases for various railroads in the U.S. courts of appeal across the country. He is a frequent speaker at airline and railroad labor law conferences and is an active member of the ABA Railway and Airline Labor Law Committee. Don is also an editor of *The Railway Labor Act* treatise and a member of the National Association of Railroad Trial Counsel. Don maintains a substantial pro bono practice, providing advice to charities and nonprofits in various employment matters. Don also taught employment law for many years as an adjunct professor at The George Washington University School of Law. \* \* \* **ANDREW G. MADSEN** (Managing Editor) works with clients on formidable labor-management relations issues and employment litigation matters. Andrew has been involved in litigation in federal and state courts and in administrative proceedings before federal and state administrative agencies. Andrew counsels and represents clients in issues arising under the National Labor Relations Act, including arbitration proceedings, unfair labor practice proceedings, and corporate campaigns. He also represents clients in employment litigation matters brought under various statutes, including Title VII of the Civil Rights Act, the Americans with Disabilities Act, and the Fair Labor Standards Act. In addition, he represents clients in labor and employment issues that arise in mergers and acquisitions and other business transactions. **SAMANTHA C. WOO** (Managing Editor) focuses her practice on labor relations matters, including collective bargaining and unfair labor practice cases. Samantha has also been involved in litigation in federal and state courts, as well as in administrative proceedings before federal and state administrative agencies involving wage-and-hour disputes arising under the Fair Labor Standards Act, and in discrimination disputes arising under Title VII of the Civil Rights Act, the Americans with Disabilities Act, and the Family and Medical Leave Act. Additionally, Samantha counsels clients in connection with labor and employment issues that arise in business transactions including mergers and acquisitions. Samantha recently assisted in the development and implementation of the City of Detroit's labor strategy in connection with its historic Chapter 9 bankruptcy and other restructuring matters. In that role, Samantha assisted in the drafting and negotiation of collective bargaining agreements with numerous unions and in the reorganization of the city's police, fire, transportation, and law departments. [Acknowledgments](#) The editors would like to thank the following Jones Day attorneys for their hard work, dedication, and tremendous contribution to this publication: Kathryn T. Armistead (Chicago), Alice V. Brathwaite (Chicago), Thomas R. Chiavetta (Washington, D.C.), Delilah L. Clay (Chicago), Benjamin J. Coleman (Chicago), Natalia Delaune (Dallas), Brandon L. Dixon (Chicago), Eddie Hasdoo (Chicago), Blake T. Pulliam (San Francisco), and Jonathan Sack (San Francisco). [Table of Chapters](#) [Chapter 1 Overview of U.S. Labor Law](#) [Chapter 2 Enforcement of the National Labor Relations Act](#) [Chapter 3 Protected and Unprotected Activity](#) [Chapter 4 Representation Cases](#) [Chapter 5 Duty to](#)

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