Shadur ADR, LLC

Ellen J. Shadur

LABOR RELATIONS ARBITRATOR AND MEDIATOR

EDUCATION

YALE LAW SCHOOL – J.D., 1985
WELLESLEY COLLEGE – B.A. WITH HONORS, 1982

FEDERAL MEDIATION AND CONCILIATION SERVICE — BECOMING A LABOR ARBITRATOR, 2024

LOS ANGELES COUNTY BAR ASSOCIATION — MEDIATOR TRAINING, 2001

EXPERIENCE

Before becoming an arbitrator, I spent more than twenty years working in labor relations as a chief spokesperson in collective bargaining and as an advocate in grievance arbitrations and unfair labor practice proceedings. I have trained supervisors and managers in contract administration and grievance processing, and pre-deprivation due process hearing officers (*Skelly* officers). I also worked in Europe for a Swiss-based multinational manufacturer of textile equipment, with manufacturing operations in Switzerland, Germany, and the U.S.

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INDUSTRIES

Healthcare

Hospitality

K-12 education

Higher education (universities and community colleges -- faculty and staff)

Community redevelopment

Municipal government

Public safety – public and private (police, fire, EMS)

Construction/skilled trades

Manufacturing

ISSUES

Arbitrability (substantive and procedural)

Contracting out/transfer of bargaining unit work

Discipline (discharge & non-discharge)

- Progressive discipline
- Performance
- Misconduct
- Privacy violations (HIPAA)
- Title IX violations/sexual violence sexual harassment
- State and federal civil rights laws
- Attendance
- Bullying

Layoff/reorganization

Medical separation

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Out of classification/reclassification

Hours of work (*e.g.*, alternate work schedules, shift differentials, holiday pay, comp time, scheduling)

Remote work/return to work

Appointments (limited, career, per diem)

Performance management/performance evaluations

Modification of performance standards

Promulgation of work rules

Bilingual pay

Discrimination/harassment

Failure to accommodate/failure to engage in interactive process

PROFESSIONAL EXPERIENCE

Arbitrator & Mediator, Shadur ADR, LLC, Salem, MA February 2026 - present

Labor Relations Advocate, University of California (UCLA Health), Los Angeles, CA November 2019 – January 2026

Of Counsel, Gipson Hoffman & Pancione, Los Angeles, CA 2014-2019

Partner, Baker Hostetler, Los Angeles, CA, 2011 – 2014

Partner, Burke, Williams & Sorensen, Los Angeles, CA 2003-2011

Associate, Gipson Hoffman & Pancione, Los Angeles, CA 1996 - 2003

Associate General Counsel, North Atlantic Societe d'Administration, Monte Carlo, Monaco 1991-1996

PROFESSIONAL ORGANIZATIONS

State Bar of California

Labor and Employment Relations Association (LERA) (Boston and Southern California chapters)

ROSTERS AND PANELS

The Labor Relations Connection (LRC)

LANGUAGES SPOKEN

English and French

LABOR ARBITRATION FEES AND POLICIES

FEES: The per diem rate for labor arbitrations is $1800 for each day of eight hours or any part thereof spent at hearing or in study and preparation of the award.

TRAVEL EXPENSES: No travel per diem fee or travel expenses will be charged for virtual hearings. For in-person hearings in MA, RI, and parts of NH, no travel per diem fee will be charged for in-person hearings. For single-day hearings within 100 miles of Salem, MA, I will charge for mileage only and not seek reimbursement for travel expenses, unless it is necessary for me to obtain hotel accommodations due to weather. For hearings more than 100 miles outside of Salem, MA, I require reimbursement for reasonable travel expenses and a per diem travel fee. I reserve the right to ask the parties to agree to a virtual hearing to avoid potential weather or public health concerns, particularly between November 15 and March 1. If the parties cannot agree, I may withdraw and waive any cancellation fee if my request for a virtual hearing arises within the cancellation period.

CANCELLATION FEE: For any hearing canceled within thirty days of the first day of the scheduled hearing, I charge a cancellation fee of my per diem rate for each day within thirty days of the first day. If the parties reschedule the hearing, I may waive the cancellation fee.

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