# Jocelyn Yvon LaBove, J.D.

Arbitrator + Mediator + Counselor at Law Board Certified in Labor and Employment Law Board Certified in Aviation Law FMCS 2024 BALA Graduate

### PRIMARY BUSINESS ADDRESS

JOCELYN Y. LABOVE, PLLC 1300 W. 19<sup>th</sup>, #7534 Houston Texas 77008 PH: 346-509-9810 Jocelyn@Labovelaw.com

### LABOR RELATIONS EXPERIENCE

Jocelyn Y. LaBove, PLLC (available in person or by video)

Full Time – Private Arbitrator/Neutral, Labor and Employment Law – 2024

Managing Counsel and Partner, Dec. 2005 – Civil Rights, Training, Investigations, Aviation
Regulatory Compliance

ADR Mediator, 2015 - Present

Labor and Employment and Litigation Counsel – 1991-2005, City of Houston (COH)

Director, Labor Relations – 2005-2015, United Airlines (Continental Airlines)

Assistant Director, Policy and HRBP –2015-2020, Houston Airport System and Houston Spaceport, (COH)

Deputy Director, Aviation Risks and Regulatory Compliance – 2020-2024, (COH) (Compliance, Audit, Policy, Contract and Employee and Labor Relations Service Agreement Manager)

### EDUCATION, LICENSES, BOARD MEMBERSHIPS AND CERTIFICATIONS

Federal Mediation and Conciliation Service-Arbitrator, October 2024

Board Certified by The Texas Board of Legal Specialization, Aviation Law 2025

Board Certified by The Texas Board of Legal Specialization Labor, and Employment Law, 2004

Certified Mediator, Alternative Dispute Resolution Center, Houston 2015

SHRM – SCP, Society for Human Resource Management, 2015

International Airport Professional, "IAP," AMPAP (ICAO, ACI and IATA), Nov. 2021

Bar Membership - Texas Bar, 1991

University of Houston Law Center, Doctor of Jurisprudence, 1991

Houston Baptist University, Bachelor of Science, Biology and Chemistry, 1986

### ASSOCIATIONS AND PROFESSIONAL ACCOMPLISHMENTS

Labor and Employment Relations Association (LERA), HR Committee-Neutral Resource – 2024-2025 Houston Bar Association, Labor, and Employment Law Chair – 2002-2006 (400 local members) The Houston Lawyer, Editorial Board Member – 2005-2008

Appointed ACI Risk Management Committee - 2024-2027
Appointed to TBLS - Aviation Law Exam Commission - 2023-2027
Received inaugural Champion of Inclusion by the Mayor's Office for People with Disabilities - Oct. 2023
Recognized as one of Houston's 50 Most Influential Women of 2022, Houston Woman Magazine
ACI Risk Management Professional of the Year - 2022

**Awarded 2022 Breakthrough Woman,** the Greater Houston Women's Partnership **Eagle Award for Municipal Attorney Excellence,** 1998

### SELECTED PUBLICATIONS AND PRESENTATIONS

HR in the Age Artificial Intelligence: Efficiency and Exploitation – June- 2025 LERA

Aviation Accessibility Highlights – 2025 Aviation Bar Texas

Recent Developments in Airport Law – 2023 Aviation Bar Texas

Urban Air Mobility – Legal and Regulatory Considerations – 2023 AAAE

Biased? Not me, J. LaBove and D. Joseph, The Houston Lawyer, Oct. 2005 (Juror bias discussed)

Labor and Employment Roundtable, Texas Lawyer, Oct. 2010, Vol. 26, No. 17 (FMLA and ADA)

### **INDUSTRIES**

Public/Government: Civil Service (clerical, civil, public works, sanitary, fleet and, health care workers, professionals) Law Enforcement, Police and Fire, and Construction Private: (Aviation – agents, mechanics, sim-techs, flight attendants, and pilots); Healthcare and Oil and Gas

#### **ISSUES**

## **Labor and Employment:**

- Scope, subcontracting, seniority, employee and retirement benefits, ERISA, employee incentives, scheduling, field trips, elections, investigations, training, compensation, health and safety, security, promotion, testing, working conditions, biometrics, CISA business continuity measures, accommodations, reduction in force, recall, workweek, craft, shift bid, overtime, uniform, appearance, productivity, OSHA and DOL complaints, donning and doffing, workers compensation, discipline (termination, indefinite suspension, demotion, suspension, drug and alcohol testing), unemployment benefits and misconduct; severance, settlement, and "last chance" agreements, union avoidance, system board of adjustments under the Railway Labor Act, Title VII (discrimination, retaliation, and harassment), ADA, ADEA, FMLA, ERISA, drug and alcohol testing including DOT requirements, and medical fitness-for-duty/selection standards; executive compensation, employment contracts, and non-competes, nondisclosure agreements;
- Civil rights representing police, fire and management at trial, and Chapter 143, police and fire medical and discipline labor cases;

### **Construction Contract Life Cycle Administration and Counsel:**

• Cost, scope, delays, penalties, creep, payment, change order, breach, claims, latent defect and regulatory compliance, subpoenas, discovery and production

Land use: inverse condemnation, oil and gas, product liability counsel

**Commercial and General Aviation:** tort (personal injury), Public, Private Partnerships (P3) contract alternative dispute resolution boards, transactional and regulatory audit counsel:

• Grant assurances. Part 13 complaints, environmental/noise regulations, TDLR and TCEQ, travel equity, ACAA, ADA, Rehab Act, safety, safety management systems, and training security, agency (FAA, DOT, CBP, TSA, and NTSB) requests for information, and investigations

**Recent Panels:** Labor Relations Connections

### ARBITRATION-MEDIATION FEES AND POLICIES

Per Diem: \$ 1200.00

A \$1200.00 per diem fee is charged per 8-hour day for hearing, mediation, settlement discussions and draft of settlement agreements, study, and writing days, with fee pro-rated for study and writing time, and for portions of a hearing or mediation day that exceeds 8 hours (\$250/hour).

Cancellation Fee/Policy: 30 days' notice or the matter is subject to a full per diem charge for each setting date, along with any non-refundable travel fees already incurred. Cancellation fees may be waived if another matter is set in the same setting.

**Interim billing:** for out-of-pocket expenses and interim per diem fees prior to issuance of a final award, either after issuing any significant pre-hearing rulings or in cases for which the record cannot be closed at the conclusion of the setting.

Late fees: \$50.00/month for invoices not paid within 30 days.

**Travel Time & Expenses:** full per diem is charged for over 4 hours, half per diem for up to 4 hours, plus reasonable expenses (with receipt unless meals or mileage, then per GSA or IRS rates). Payment by credit card may result in service charge of 2% of the transaction price, or (ii) the actual costs (as permitted by Texas law).