



AAA Mediation.org™

FN-24955 MN-24955 LN-24955, Esq.

St. Louis, Missouri



Current Employer-Title Jerome A. Diekemper, LLC – Arbitrator, Mediator

Now offering virtual arbitration hearings and mediations.

Profession Attorney, Mediator, Arbitrator

Work History Principal, Jerome A. Diekemper LLC, 2006 – Present; President, Diekemper Hammond Shinners Turcotte & Larrew P.C., 1979 – 2006; Partner/Attorney, Private Practice, 1972 – 1979; Field Examiner and Field Attorney, St. Louis Regional Office of the National Labor Relations Board, 1971 – 1972.

Experience Over 40 years specializing in labor and employment law matters. Clients included unions and individual employees, both as plaintiffs and defendants, in labor and civil rights cases. As an advocate, tried 250 arbitration cases. Full time neutral since June 2006.

Mediator Experience Selected as a mediator in over 1,700 disputes, approximately two-thirds of which involve employment related disputes and one-third of which involve a multitude of other types of disputes. Employers involved range from Fortune 500 companies to smaller privately held companies and governmental bodies. Other issues mediated include medical and legal malpractice, personal injury, ERISA benefit denial, civil rights, real estate, and business.

Representative Issues Handled as a Mediator Issues in employment cases include race, handicap, gender, sex harassment, age and national origin discrimination, as well as employment contract disputes involving compensation and non-competition. Civil rights cases have involved retaliation for exercise or free speech rights and police misconduct. Estate and trust cases include breach of fiduciary duty and intra-family disputes.

In addition to mediating the economic and non-economic terms of a collective bargaining agreement renewal, has also mediated cases involving discipline and discharge, contract interpretation, employment discrimination (including race, gender, age, religion, and disability issues), FMLA and overtime.

Mediator Style & Process Preferences As a mediator, I view my role as helping all parties decide whether a settlement is a better resolution to their dispute than their BATNA (Best Alternative to a Negotiated Agreement). I use a caucus-style approach and expect parties and their representatives to participate actively in the joint and

caucus sessions. I generally require parties to exchange draft settlement agreements in advance of the mediation and seek to have a complete settlement agreement executed at the conclusion of the mediation.

Education	St. Louis University (JD, cum laude-1971; AB, cum laude-1968).
Professional Licenses	Admitted to the Bar: Missouri (1972); U.S. District Court: Eastern (1972) and Western (1972) Districts of Missouri; U.S. Court of Appeals: Eighth Circuit, Federal Circuit; U.S. Supreme Court (1977). Certified Neutral, U.S. District Court: Eastern District of Missouri (1994).
Professional Associations	National Academy of Arbitrators, 2015; Bar Association of Metropolitan St. Louis; St. Louis County Bar Association; American Bar Association (Labor Law Section; Litigation Section); Missouri Bar Association (Labor Law Section, Past Chairman); Association of Attorney Mediators, Association for Conflict Resolution. National Academy of Distinguished Neutrals
Recent Publications & Speaking Engagements	Faculty, "Arbitration Prep and Presentation," Utility Workers Union of America Region IV Conference, 2010; Law journal articles; CLE materials, including chapter on ADR in Missouri Bar Employment Discrimination Handbook; papers for presentation at attorneys' conferences.
Locations Where Parties Will Not be Charged for Travel Expenses	Now offering virtual arbitration hearings and mediations. No time or travel expenses will be charged for cases in the St. Louis, Missouri metropolitan area.
Mediation Rate	\$450 Per Hour
Languages	English
Citizenship	United States of America
Locale	St. Louis, MO

The AAA's Rules provide the AAA with the authority to administer a mediation including, mediator appointment, general oversight and billing. Accordingly, mediations that proceed without AAA administration are not considered AAA mediations, even when the parties select an mediator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual mediator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in a mediator's resume. If you have any questions about a mediator's experience or background, you are encouraged to contact your case manager.

Mediators on the AAA Roster are not employees or agents of the AAA.