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**COLLECTIVE BARGAINING IN  
SPORTS AND ENTERTAINMENT:  
Professional Skills and Business Strategies**



**Wolters Kluwer**

Law & Business

ASPEN SELECT SERIES

# **COLLECTIVE BARGAINING IN SPORTS AND ENTERTAINMENT**

**PROFESSIONAL SKILLS AND BUSINESS STRATEGIES**

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*For constant and unconditional encouragement, I drew upon the strength and love of my mother, Carol LeRoy, and my wife, Janet LeRoy. This book is dedicated to their irrepressible optimism and faith in me.*

# Preface

Do unions matter today? Certainly, although their influence is declining. However, in a large array of sports and entertainment industries, unions are robust. Indeed, they are necessary institutions for regulating labor-market competition in professional sports, major theater productions, and other talent-driven businesses. There are courses and casebooks on labor law, sports law, entertainment law, and sports management—but nothing that specifically examines the intersection of these areas in collective bargaining in sports and entertainment. This book has been developed to fill that void.

In a small but tangible way, this book also addresses a crisis in legal education. As some law schools contemplate a major shift from a three-year to two-year degree program, *Collective Bargaining in Sports and Entertainment* offers “mini-courses” on antitrust, labor law, and dispute resolution. The topic of the book is nearly ideal for presenting these substantive areas in equal measures. Federal jurisdiction—another subject that is part of a three-year curriculum—is also prominently featured here. *Collective Bargaining in Sports and Entertainment* serves another important purpose by offering several mock arbitration cases. Five simulations are available here—two in professional sports and three in entertainment. Some involve discipline, while others raise an issue of contract interpretation. A practical discussion is embedded in the mock cases, with tips and pointers on presenting a case at arbitration that address the following questions:

- How do you conduct a direct examination?
- What are common objections at an arbitration hearing?
- How does a cross examination differ from a direct examination?
- What are the effective elements of an opening statement?
- How should a closing argument differ from an opening statement?

Students receive concise and concrete answers to these questions to assist them in preparing their cases. Thus, students have an opportunity for a capstone experience—one that integrates their doctrinal knowledge and their introduction to techniques in oral advocacy. (The course can be offered for two credit hours, with little or no use of the arbitration cases, or three or more credit hours, with some of or all the arbitration cases.)

Some instructors and students might shy away from this book and course out of concern for knowing little or nothing about the intricacies of football, opera, a circus, theater productions, symphonies, script writing, stage work, and so forth. This was a personal concern as I started to develop the course and casebook. I soon realized that when judges hear critical disputes from these diverse entertainment venues, they may have little or no personal understanding of the work of these exceptionally talented litigants and the unique business conditions of these employers. In four years of development at the University of Illinois College of Law and School of Labor and Employment Relations, and two years at the University of Chicago Law School, several hundred students have embraced this casebook and mock cases. The fact that many had no idea about the work of choristers, costumers, music technicians, lion handlers, projectionists, cartoonists, offensive linemen, goalies, relief pitchers, point guards, news producers, broadcasters, script writers, copy editors, and so forth did not interfere with their learning experience.

I owe a debt of gratitude to my students, especially to those who offered concrete suggestions for improving these materials. I am also grateful to Ann Perry and David Zarfes (University of Chicago Law School) and Elizabeth Barker (School of Labor and Employment Relations, University of Illinois at Urbana-Champaign), who made the course possible in its experimental phases. Carol McGeehan, Richard Mixter, and Steve Silverstein (Aspen Publishers) were intellectual partners in envisioning this book and shaping its contours.

Michael H. LeRoy  
January, 2014

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