

DAVID W. STITELER

FMCS-3754

Email: d.w.stiteler@comcast.net

Present Occupation: Arbitrator

First Business Address:
4676 Commercial Street SE, No. 364
Salem OR 97302-1902

Second Business Address:
2588 El Camino Real, F241
Carlsbad CA 92008

Phone: 503.949.5681

PROFESSIONAL AFFILIATIONS:

Labor and Employment Relations Association, Oregon Chapter
Association for Conflict Resolution
Labor & Employment Section, Oregon State Bar
Wyoming Bar Association (inactive)
Montana Bar Association (inactive)

EDUCATION:

JD	Law	University of Wyoming, 1975
BA	Political Sci.	University of Wyoming, 1972

CERTIFICATIONS:

Law	Wyoming	1975
Law	Montana	1976

ARBITRATION/LABOR RELATIONS EXPERIENCE:

2003-Present: Arbitrator. **1996 - 2003:** Member/Chair, Oregon Employment Relations Board. Conducted hearings and wrote decisions in labor and employment disputes arising under public sector bargaining law, civil service law, and limited private sector bargaining law. Under public sector law, contract violations are unfair labor practices, so board serves as arbitrator of contract violation disputes. **1992 to 1996:** Administrative law judge, Oregon Employment Relations Board. Investigated complaints, conducted hearings, and issued recommended decisions. **1980 to 1991:** Staff attorney, Montana Public Employees Association. Represented the union and its members in grievance arbitrations, fact-findings, proceedings before Montana's labor board, and in court. Negotiated collective bargaining agreements for several of the union's bargaining units. **1975 to 1980:** Attorney/Labor Relations Specialist, Montana Department of Administration. Negotiated contracts and handled grievances. Represented state agencies in arbitration, administrative hearings, and court.

INDUSTRIES: Education; entertainment/arts; health care; hospitals/nursing home; local government; office workers/clerical; police and fire; prison guard; state government; transportation; utilities.

ISSUES: Absenteeism; arbitrability; assignment of work; bargaining unit work; conduct (off duty/personal); demotion; discipline (non-discharge); discipline (discharge); fair share fee; fringe benefits (bonus, holidays, insurance, leave, vacation); health/hospitalization; hiring practices; job performance; job posting/bidding; layoffs/bumping/recall; management rights; past practices; promotion; retirement; safety/health conditions; seniority; strike/lockout; subcontracting/contracting out; wages (holiday pay, job classification & rates, vacation pay); work hours/schedules/assignments; working conditions/work orders.

ARBITRATION ROSTERS:

Federal Mediation and Conciliation Service
American Arbitration Association
Oregon Employment Relations Board
California State Mediation and Conciliation Service
Montana Board of Personnel Appeals
Washington Public Employment Relations Commission
Hawaii Labor Relations Board
Nevada Local Government Employee Management Relations Board
Alaska Labor Relations Agency

FEES:

PER DIEM FEE: \$1,200/day **DOCKETING FEE:** None **CANCELLATION FEE:** (See below)

Grievance Arbitration: \$1,200 per day of hearing, study, and writing. Study and writing days are prorated.

Interest Arbitration, Fact-finding and Labor Mediation: Same as above.

Cancellation Policy: \$1,200 for each date scheduled if the hearing is canceled less than 21 days before the first scheduled date. No charge if hearing is postponed and rescheduled for a date certain and not subsequently canceled.

Travel Time: Travel time charged at per diem rate prorated.

Expenses: Actual reasonable costs for transportation, meals, and lodging. Personal vehicle mileage billed at IRS rate.

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Schedule of Fees and Charges

Per Diem

My per diem rate is \$1,200 per day. This rate is applied to time spent in hearings, for study and writing time, and for travel time. Study, writing, and travel time are prorated, based on an eight-hour day.

Cancellation Policy

One full day's per diem (\$1,200) will be charged for each day of hearing scheduled unless a hearing is canceled at least 21 days before the first scheduled hearing date,. Each party is liable for half of any cancellation fees, absent an express agreement to the contrary between the parties. Cancellation fees may include expenses incurred in connection with a case (e.g., non-refundable lodging fees).

Expenses

Travel in my own car is charged at the prevailing IRS rate. All other transportation (airplane, rental car, taxi, etc.) is charged at actual cost. I generally buy refundable airline tickets, unless other arrangements are made with the parties. Travel expenses to hearings in Oregon are charged from Salem. Travel expenses (other than mileage) to hearings outside Oregon are charged from Portland or my California address. Meals and lodging are charged at actual reasonable cost.

Billing

Payment in full is due on presentation of the invoice. Late fees may be added to bills unpaid after 60 days. Interim billing may be used in prolonged cases.

Liability

All parties are jointly and severally liable for the above fees and expenses. Each party will be billed for one-half the listed fees and expenses, unless they specifically agree to a different arrangement or the governing arbitration provision provides otherwise.

Acceptance

Scheduling a case constitutes acceptance of these terms.

Effective 12/1/17