

DAVID W. STITELER

ARBITRATOR

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ARBITRATION PRACTICE (2003 to present)

Industries: Bakery; clothing; communications; container/packaging; corrections; education; entertainment/arts; federal sector; food processing; hospitals; hotel/motel; laundry; local government; mass transit; office workers; organizations; police and fire; retail; sanitation/waste management; shipyard/drydock; state government; telephone; transportation; utilities; warehouse.

Issues: Ability; absenteeism; arbitrability; assignment; bargaining unit work; benefit denials; crew size; demotion; differential pay; discipline; discharge; dishonesty/theft; drug testing; fair share fee; fights/altercations; fringe benefits; insurance; hiring; holidays/holiday pay; incompetence; insubordination; insurance; job classification; job performance; job posting; jurisdiction; layoff/recall; longevity; management rights; negligence; off-duty conduct; overtime; past practice; pay rates; personal conduct; posting/bidding; premium pay; promotion; retirement; safety; seniority; subcontracting; temporary employees; transfers/reassignment; union security; vacancies; vacation; wages; work hours/schedules; working conditions.

LABOR RELATIONS EXPERIENCE

1996-2003 – Chair/Member, Oregon ERB; 1992-1996 – Administrative Law Judge, Oregon ERB; 1980-1991 – Attorney, Montana Public Employees Association; 1975-1980 – Attorney/Labor Relations Specialist, Montana Personnel Division

AGENCY PANELS

AAA (Labor panel, Employee benefits panel); FMCS; Oregon ERB; California SMCS; Montana BPA; Washington PERC; Hawaii LRB; Nevada Local Government EMRB; Alaska LRA; Los Angeles City ERB; National Mediation Board

PROFESSIONAL AFFILIATIONS

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

EDUCATION

J.D., College of Law, University of Wyoming (1975)
B.A. (Political Science), University of Wyoming (1972)

FEES

Per Diem: \$1,200 per day for hearing, study, writing, and travel. Study, writing, and travel time prorated.

Cancellation: \$1,200 for each date scheduled if the hearing is canceled 21 days or less before the first scheduled date. (Longer cancellation period may apply to multi-day hearings.)

Expenses: Actual costs for transportation, meals, lodging. 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 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.