

CHARLENE MACMILLAN

Labor Arbitrator

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Arbitrator MacMillan has worked in labor relations since 1994. She brings years of leadership in the public and private sectors to her work as a Labor Arbitrator, having performed the roles of advisor, advocate, chief negotiator and liaison between employers and unions. Arbitrator MacMillan demonstrates a deep understanding of the dynamics of collective bargaining and the labor-management relationship, and is skilled in interpretation, negotiation and administration of collective bargaining agreements.

Arbitrator MacMillan continues to develop and deliver training in collective bargaining and labor relations to management and labor advocates, and is herself trained and certified in arbitration, labor & employment law, contract law, and mediation. She is trusted by both labor and management for her integrity, fairness, competence, and professionalism.

In addition to permanent panel appointments in the federal, public and private sectors, she currently sits on the following nationwide and state labor arbitration panels:

- American Arbitration Association (AAA)
- Federal Mediation & Conciliation Service (FMCS)
- National Mediation Board (NMB)
- California State Mediation & Conciliation Service (CSMCS/PERB)
- Montana Board of Personnel Appeals
- Nevada Employee-Management Relations Board (EMRB)
- Oregon Employment Relations Board (ERB)
- Washington State Public Employment Relations Commission (PERC)

ISSUES

Contract Administration & Interpretation · Classification · Compensation · Decision Bargaining · Effects Bargaining · Discipline · Discharge · Interest Arbitration · Jurisdiction · Just Cause · Last-Chance Agreements · Layoff & Recall · Leaves · Performance Management · Policies · Random Drug Testing · Safety · Unfair Labor Practices · Wage & Hour

INDUSTRIES

Automotive · Communications · Customer Service (incl. Call Center) · Education · Emergency Management · Energy · Engineering · Federal Sector · Healthcare · Human & Social Services · Information Technology · Land Use & Planning · Law Enforcement · Local Government · Oil & Gas · Public Administration · Public Health · Public Safety · Public Works · Retail · Securities · Transit · Transportation · Utilities

QUALIFICATIONS

Masters, Public Administration (MPA)

Business Management & Labor Law, City University, Tacoma, WA

Bachelor of Science, Business Administration (B.Sc.)

Human Resources Management, City University, Tacoma, WA

Bachelor of Arts (inc.)

International Studies, York University, Toronto, CA

Federal Sector Arbitration Certification – FMCS, 2020

Advanced Labor Arbitrator Certification – AAA, 2019

Advanced Arbitrator Training, FINRA – 2017

Arbitrator Certification, FINRA – 2016

Becoming a Labor Arbitrator Certification (BALA), FMCS – 2015

Certified Labor Relations Professional (CLRP), NPELRA – 2015

Senior Professional in Human Resources (SPHR), HRCI – 2013

Labor-Management Negotiations Workshop, FMCS – 2012

Mediator Certification, King County ILCRG – 2010

PUBLICATIONS

Labor-Management Relations: A Handbook for Labor Relations Professionals (2021)

The 7 Tests of Just Cause: Arbitral Standard or Labor-Management Tool? (2016)

FEE SCHEDULE

Per diem: \$2,000

Cancellation or Continuance:

Once confirmed on my schedule, matters are subject to cancellation fees.

— Within 20 calendar days of hearing date: \$2,000 per hearing day scheduled

— More than 20 calendar days prior to hearing date: \$1,000 per hearing day scheduled

Note:

Per diem rate applies to travel, study and award writing time, billed in half-day increments.

For hearings outside the Seattle area, reasonable travel expenses including airfare, hotel, meals, ground transportation, mileage, etc., will be billed for reimbursement at actual cost.

Invoices are due on receipt. Unpaid invoices will be re-billed every thirty (30) days. The second and each subsequent re-billing of an invoice will be subject to a re-billing fee of \$200.00. Parties are ultimately jointly and severally liable for all fees and expenses, although as between the parties, CBA provisions, or case-specific agreements, on how responsibility for the Arbitrator's fees and expenses should be allocated will be taken into account.

This fee schedule is reviewed periodically, and is subject to change. Fees in force at the time of appointment will apply to initial hearing dates scheduled; subsequent dates may be charged at a higher rate.