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CHARLENE MACMILLAN
ARBITRATOR

12224 NE Bel Red Road, #3133, Bellevue, WA 98005 (Primary)

> 2931 Cañon Street, #60086, San Diego, CA 92106

Arbitrator Charlene MacMillan brings more than three decades of labor relations experience and leadership to her work as an arbitrator, and has earned the trust of both labor and management for her integrity, fairness, competence, and professionalism. She has served as advisor, advocate, and chief negotiator in the private and public sectors, and is skilled in interpretation, negotiation and administration of collective bargaining agreements. Arbitrator MacMillan possesses a deep understanding of the dynamics of collective bargaining, and applies this understanding when deciding matters brought to arbitration.

Arbitrator MacMillan is a member of the National Academy of Arbitrators (NAA). She also performs academic peer review in matters of domestic and international labor-management relations, human resources, and dispute resolution; and continues to develop and deliver training for management and labor advocates alongside her arbitration practice.

# PANEL APPOINTMENTS

Arbitrator MacMillan serves on several national and regional arbitration panels, and holds permanent panel appointments in the federal, public and private sectors, including:

# National & Regional 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)
- Virgin Islands Public Employees Relations Board (VIPERB)
- Washington State Public Employment Relations Commission (PERC)

# Permanent Panels

- AEA-ASD Panel of Arbitrators
- ATU 587-KC Metro Transit
- Drivers Union-HopSkipDrive (TNC)
- UFCW & Western Washington Grocery Employers
- USPS-APWU: Alaska, California, Idaho, Montana, Oregon, Washington
- USPS-NALC: Alaska, Washington, Idaho, Montana, Oregon
- USPS-NPMHU: Alaska, California, Colorado, Portland, Seattle, Wyoming

### **INDUSTRIES**

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

#### **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 · Theft · Unfair Labor Practices · Wage & Hour

### **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 AND CANCELATION POLICY

Per diem: \$2,200

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

Parties are advised that this fee schedule is reviewed periodically, and is subject to change. Fees in effect at the time of my appointment will apply to initial hearing dates scheduled; subsequent dates may be charged at a higher rate.

Once confirmed on my schedule, matters are subject to the following cancellation fees:

—With 20 calendar days' notice, or less: \$2,200 per hearing day scheduled

—With more than 20 calendar days' notice: \$1,100 per hearing day scheduled

Travel expenses 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.