

**Public Employment Relations Board  
PO BOX 2074, ESP Agency Bldg. 2, Floor 20  
Albany, NY 12220-0074**

**RESUME OF PANEL ARBITRATOR**

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FULL NAME: Michael Capone

CITY, STATE, ZIP: Seaford, New York 11783

OCCUPATION: Labor Arbitrator and Mediator

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**EDUCATION:**

- **Touro College Jacob D. Fuchsberg Law Center**, Huntington, NY  
Juris Doctorate: May 1995 Honors: Academic Excellence Award  
Activities: Alternative Dispute Resolution Club
- **State University of New York**, Old Westbury, NY  
B.A. Economics 1980 Honors: Academic Achievement Award  
Dean's List

**PROFESSIONAL AFFILIATIONS:**

- Essential Mediation Skills Training with the American Arbitration Association, 2016
- Member, New York State Bar Association: Law and Employment Section; Labor Arbitration Committee, and Dispute Resolution Section
- Member, Labor and Employment Relations Association (LERA) – New York City and Nassau County Chapters

**ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:**

Since 2010 I have been selected as a member of the following rosters and panels:

- American Arbitration Association
- Bombardier Transportation (USA) & International Brotherhood of Electrical Workers (IBEW), Local No. 589
- Federal Mediation and Conciliation Service
- Liberty Lines (Westchester County) & Transport Workers Union, Local 100
- National Mediation Board
- New Jersey State Board of Mediation
- New York City's Department of Education & United Federation of Teachers §3020-a Panel
- New York City's Office of Collective Bargaining - Register of Neutrals
- New York City Transit & Transport Workers Union, Local 100 - Expedited Arbitration Panel
- Public Employment Relations Board Voluntary Grievance Arbitration Panel
- Village of Freeport Police Department and Freeport P.B.A.

The issues presented and adjudicated are as follows:

Absenteeism; Arbitrability; Bargaining Unit Work; Conduct (off-duty/personal); Demotion; Discipline (Discharge/Non-Discharge); Differentials; Race, Sex, Drug/Alcohol Offenses; Fringe Benefits; Bonus; Vacation; Holidays; Leaves; Job Performance or Incompetency; Jurisdictional Disputes; Management Rights; Past Practice; Pension and Welfare Plans; Promotions; Retirement; Safety/Health; Seniority; Sexual Harassment; Subcontracting/Contracting Out, Overtime Pay; Work Hours; Scheduling, Assignments; Working Conditions; Job Classification; Violence or Threats; Dishonesty and Theft.

**MEDIATION & FACT-FINDING EXPERIENCE:**

**OTHER RELEVANT OR EQUIVALENT EXPERIENCE:**

As a union representative and as a management labor relations professional, for a combined total of 32 years experience, I developed an in-depth understanding of the arbitration process and its standards. During my tenure as

a union representative I held the position of shop steward, executive board member, and a pension and welfare fund trustee position. I represented employees in grievance/disciplinary hearings, conferences and arbitrations. Later as a labor relations professional, I advised the president of the company on all labor matters, including collective bargaining and contract interpretation. I handled matters that progressed through to and including arbitration and acted as the chief negotiator during collective bargaining. These experiences and the relationships developed over the years made for a smooth transition into the role of arbitrator and hearing officer. The mutual trust I established with the advocates from both labor and management led to scores of arbitration hearings and approximately 100 awards issued over the last four years.

**PER DIEM FEE:** A fee of \$1600 per day for hearing, and for research, preparation, and writing of opinion and award. Additional time for research, preparation and writing is prorated.

**ADJOURNMENT FEE:** In the event of a postponement or cancellation with notice of less than two calendar weeks (14 days), the per diem fee for each day of scheduled hearing shall be charged if another hearing cannot be scheduled in its place. In the event air travel is required, a cancellation will be applied if notice of the change is received less than four calendar weeks (28 days).

**SUBMITTED BY ARBITRATOR Michael Capone ON July 8, 2016**

Public Employment Relations Board  
PO BOX 2074, ESP Agency Bldg. 2, Floor 20  
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BILLING DISCLOSURE STATEMENT

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ARBITRATOR'S NAME: **Michael Capone**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1600 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 7 hours, I charge:

a second full per diem                      x a prorated per diem

no additional charge                       other (describe) :

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$ 1600 for each day spent in preparation of the opinion and award.

(2) This charge x will  will not be prorated for partial days devoted to such preparation.

(3) Additional comments:

C) TRAVEL TIME AND EXPENSES.

(1) When travel time plus hearing time exceeds 12 hours in a calendar day:

Not applicable (no additional charge)

X  I charge as follows (describe): a pro rata per diem

(2) I charge for actual, travel-related expenses incurred in connection with the case x YES  NO.

Where appropriate, a mileage charge for auto travel will be billed at:

x Prevailing IRS rate                       Other (describe):

(3) When the scheduled hearing day(s) requires an overnight stay:

x There is no charge, other than for lodging and subsistence.

I charge as follows (describe):

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ \$1600 will not be charged unless I receive notice of a postponement or cancellation:

Within 14 calendar days of the scheduled hearing date

Other (describe):

E) ADDITIONAL CHARGES. I charge separately for expenses incurred in connection with the following:

Docketing (describe): .....  Yes  No  
\$100

Duplication .....  Yes  No

Fax .....  Yes  No

Finance or late payment charge (describe):  Yes  No

Postage .....  Yes  No

Secretarial .....  Yes  No

Telephone .....  Yes  No

Other (describe):

F) GENERAL TERMS.

(1) Billing for fees and expenses will be divided equally between the parties unless otherwise required by the collective bargaining agreement or the conditions of the appointment.

(2) Other conditions (describe):

G) OTHER INFORMATION/COMMENTS:

**SUBMITTED BY ARBITRATOR Michael Capone ON July 8, 2016**

**IMPORTANT**

**THIS FORM IS NOT INTENDED TO SUGGEST THE SERVICES FOR WHICH AN ARBITRATOR SHOULD OR SHOULD NOT CHARGE. IT PRESENTS THE MOST RECENT INFORMATION PROVIDED BY THE NAMED ARBITRATOR TO THE NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD, WHICH BEARS NO RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED ON THE FORM, OR FOR VARIANCES IN ACTUAL PRACTICE BY THE ARBITRATOR.**