

JAMES R. CARR

E-mail Address rankath99@gmail.com

Present Occupation: Arbitrator/Mediator

First Business Address:

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PROFESSIONAL AFFILIATIONS:

American Arbitration Association
National Association of Security Dealers
Federal Mediation and Conciliation Service
State of Montana Roster of Arbitrators

EDUCATION:

B.A., Fine Arts, Eastern Washington State College, 1972
M.A., Human Relations, Pacific Lutheran University, 1975

CERTIFICATIONS:

Administrative Law/Fair Hearing, University of Nevada, Reno, 1984

ARBITRATION/LABOR RELATIONS EXPERIENCE:

AAA Panelist since 1985. FMCS Panelist since 1989. NASD panelist since 1991. Neutral experience includes service as a panelist for a "mini-NLRB" with jurisdiction over political subdivisions of Alaska chairing hearings to decide unit clarification, unit determination/certification, and unfair labor practice charges. Management experience as Director of Division of Labor Relations for State of Alaska. Management duties included negotiating and administering 11 major contracts with nine unions. Labor experience includes service on contract negotiations team for 8000 employees in Alaska Public Employee's Association's General Government Unit. Adjunct Professor at Chapman College, Alaska Pacific University, and University of Alaska at Anchorage. Conducted hearings in Administrative Law. Past Faculty (1988) and Past Faculty Advisor (1984, 1987) in Administrative Law at National Judicial College, University of Nevada, Reno, AAA instructor in Arbitration for Advocates, Anchorage, 1990.

INDUSTRIES: Bakery, Communications, Construction, Corrections, Law Enforcement, Dairy, Distillery, Education, Health Care, Hotels/Motels/Casinos/Resorts, Hospital/Nursing Home, Housing, Manufacturing, Office Workers/Clerical, Organizations, Petroleum/Petrochemicals, Plumbing, Police and Fire, Prison Guard, Public Sector Grievance, Public Sector Interest, Railroads, Securities, Transportation, Utilities, Wholesale and Retail Foods, Federal, State and Local Governments, Military Contracts, Universities,

ISSUES:

Absenteeism, Arbitrability, Bargaining Unit Work, Conduct, Discipline (Non-Discharge), Discipline (Discharge), Drug/Alcohol Offenses, Fact Finding, Fringe Benefits: Bonus, Holidays, Insurance, Leave, Vacation, Grievance Mediation, Health/Hospitalization, Holiday Pay, Job Performance, Job Posting/Bidding, Jurisdictional Disputes, Layoffs/Bumping/Recall, Management Rights, Past Practices, Pension and Welfare Plans, Promotion, Seniority, Subcontracting/Contracting Out, Wages: Cost-of-Living Pay, Holiday Pay, Job Classification and Rates, Overtime Pay, Assignment of Overtime, Severance Pay, Vacation Pay, Work Hours/Schedules/Assignments, Working Conditions/Work Orders.

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ARBITRATION ROSTERS:

Presently
Federal Mediation and Conciliation Service
American Arbitration Association
State of Montana

Formerly
National Association of Securities Dealers
United States Postal Office
Social Security Administration

PUBLISHED CASES:

96 LA 592; 98 LA 1072; 101 LA 1127; 103 LA 313; 147 LRR 328; 106 LA 1; 107 LA 1949

SIGNIFICANT PUBLICATIONS:

Recent Arbitral Decisions on Drug and Alcohol Abuse; Arbitration Quarterly of the Northwest, 1992
Conflicts between Cost-cutting and Wage and Hour Laws; Council on Education in Management, 1992
Defending Yourself Before Government Agencies; Council on Education in Management, 1991

FEES:

PER DIEM FEE: \$1100.00 **DOCKETING FEE:** None **CANCELLATION FEE:** (See Below)

Hearing, study and writing time: \$1100.00 per diem for up to six hours of hearing per day. Additional hours are billed at \$275.00 per hour. Study and writing time is billed at the same rate as hearings.

Cancellation Policy: Full fee for each hearing day scheduled if cancelled or postponed with less than 48 hours notice. \$550.00 is charged for each scheduled day of hearing cancelled or postponed with less than 30 days notice. The fee is \$275.00 for each scheduled day of hearing cancelled or postponed with 30 days or more notice. There is no charge for cases settled or withdrawn before a hearing date is scheduled.

Travel time: One half the per diem rate up to a maximum of \$1100.00 per day.

Expenses: Actual cost of all reasonable and necessary travel expenses, including airfare (booked at lowest fully refundable fare available for convenient flights at time of purchase), hotel, parking, ground transportation and meals.

Liability: All fees and expenses charged in accordance with this schedule will be split equally between the parties unless the parties' agreement or controlling legislation provides otherwise. However, if either party refuses or fails to pay its share in accordance with such provision(s), all parties will be held jointly and severally liable for payment of all fees and expenses.

Acceptance: Unless I agree in writing to terms different from those described herein, the utilization of my services constitutes acceptance by the parties of these terms regardless of the provisions of any agreement between the parties.