

**Public Employment Relations Board
PO BOX 2074, ESP AGENCY BLDG 2, FLS 18 & 20
Albany, NY 12220-0074**

RESUME OF PANEL ARBITRATOR

FULL NAME: Michael Capone

CITY, STATE, ZIP: Seaford, New York

OCCUPATION: Labor Arbitrator and Mediator

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:

- Member, National Academy of Arbitrators
- 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
- Essential Mediation Skills Training with the American Arbitration Association, 2016

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)
- Federal Mediation and Conciliation Service
- Liberty Lines (Westchester County) & Transport Workers Union, Local 100
- Metropolitan Transportation Authority Defined Pension Plan – Disability Applications (includes Police)
- National Mediation Board
- New Jersey State Board of Mediation
- New York State (NYS) Education Department §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
- NYS Public Employment Relations Board ("PERB") Voluntary Grievance Arbitration Panel
- U.S. Postal Service/National Association of Letter Carriers: Regular and Impasse Panels

The issues presented and adjudicated are as follows:

Absenteeism; Arbitrability; Bargaining Unit Work; Conduct (off-duty/personal); Seniority; Demotion; Discipline (Discharge/Non-Discharge); Differentials; Race, Sex, Drug/Alcohol Offenses; Fringe Benefits; Medical Benefits, Disability Pensions, Bonus; Vacation; Holidays; Leaves; Grievance Mediation; Job Performance; Jurisdictional Disputes; Management Rights; Past Practice; Benefits; Promotions; Retirement; Safety/Health; Sexual Harassment; Subcontracting/Contracting Out, Overtime Pay; Scheduling, Working Conditions; Job Classification; Workplace Violence, Social Media Policy.

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. I started my career as an arbitrator in 2010 and have presided over hundreds of hearing, predominately in the Northeast, but also across the country. For the most part, parties have continuously chosen to call upon my services. I am available for in-person or virtual hearings. or and hearing officer.

PER DIEM FEE: A per diem fee of \$2,200 for each hearing day and for research, preparation, and writing of the opinion and award. Additional time of less than one day for research, preparation and writing is prorated. Non-payment penalty: Disputes over non-payment shall render both parties joint and severally liable. Per diem rate shall apply to time spent on dispute.

Travel Time: One-third of the per diem fee is charged for any portion of a travel day up to eight (8) hours. Such charge is assessed where travel time exceeds two hours. A travel day will not be charged on a hearing day.

Expenses: The charge is the actual cost of reasonable expenses, including airfare, car rentals, food, lodging, and transportation. Automobile mileage is per applicable rate. Additional fees for copying, phone and clerical assistance will apply.

ADJOURNMENT FEE: In the event of a postponement or cancellation with notice of less than thirty (30) days, the per diem fee for each day of a scheduled hearing shall be charged if another hearing cannot be scheduled in its place. Unless there is a mutual agreement to share the fee, the party requesting the postponement or cancellation is responsible for the total amount.

SUBMITTED BY ARBITRATOR CAPONE ON DECEMBER 5, 2025

Public Employment Relations Board
PO BOX 2074, ESP AGENCY BLDG 2, FLS 18 & 20
Albany, NY 12220-0074

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **Michael Capone**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2200 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 \$ 2200 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 I charge as follows (describe): Travel Time: One-third of the per diem fee is charged for any portion of a travel day up to eight (8) hours. Such charge is assessed where travel time exceeds two hours. A travel day will not be charged on a hearing day.

Expenses: The charge is the actual cost of reasonable expenses, including airfare, car rentals, food, lodging, and transportation. Automobile mileage is per applicable rate. Additional fees for copying, phone and clerical assistance will apply.

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ \$2200 will not be charged unless I receive notice of a postponement or cancellation:

x Within 30 calendar days of the scheduled hearing date

xOther (describe): In the event of a postponement or cancellation with notice of less than thirty (30) days, the per diem fee for each day of a scheduled hearing shall be charged if another hearing cannot be scheduled in its place. Unless there is a mutual agreement to share the fee, the party requesting the postponement or cancellation is responsible for the total amount.

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

- Docketing (describe): Yes X No
\$100
- Duplication Yes x No
- Fax Yes x No
- Finance or late payment charge (describe): Yes x No
- Postage Yes x No
- Secretarial Yes x No
- Telephone Yes x 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. Disputes over non-payment shall render both parties joint and severally liable. Per diem rate shall apply to time spent on dispute.

(2) Other conditions (describe):

G) OTHER INFORMATION/COMMENTS:

SUBMITTED BY ARBITRATOR CAPONE ON DECEMBER 5, 2025

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.