

FRANCIS "FRANK" E. KAPSCH, JR.

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Present Occupation: Arbitrator and Mediator

Business Address

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ARBITRATION ROSTERS:

Federal Mediation and Conciliation Service
Bureau of Mediation Services, State of Minnesota

PROFESSIONAL AFFILIATIONS:

Labor and Employment Relations Association (LERA)
Member, Minnesota State Bar Association (non-attorney)
Member, Labor and Employment Law Section, MN State Bar Association
Member, North Star Chapter LERA

EDUCATION

Undergrad: University of Minnesota, Major: Psychology, Minors: Economics and Journalism
Graduate: University of Minnesota, Major: Industrial Relations, Minor: Sociology

QUALIFICATIONS:

Qualified Arbitrator - Mediator, Rule 114 - State of Minnesota, 2000

PERMANANT PANELS:

I currently serve on two Panels handling contractual disputes at the US Dept. of Energy National Nuclear Security Administration's Y-12 National Security Complex in Oak Ridge TN.
I also serve on several Minnesota-based Panels in the public sector.

LABOR RELATIONS AND PROFESSIONAL EXPERIENCE:

2003 to Present: Self-employed as a Labor Arbitrator and Mediator providing services to both private and public-sector employers and unions, involving both Rights and Interest disputes.

1971-2002: Employed by the National Labor Relations Board as a Senior Labor-Management Relations Specialist and as a Compliance Officer. I worked in the Minneapolis Regional Office of the Board, serving Minnesota, Iowa, North and South Dakota and western Wisconsin. As a Labor-Management Specialist, I was responsible for the investigation and determination of questions concerning collective bargaining representation of employees and the investigation of Unfair Labor Practice Charges involving Employers and Unions. As a Compliance Officer, I was responsible for insuring that parties fulfilled remedial requirements of Settlement Agreements and Board and Court Orders, such as bargaining orders, reinstatements, make-whole remedies, cease and desist instructions, etc. Additionally, during my career with the Board, I was a member of the National Labor Relations Board Union, the independent labor organization that represents the Agency's professional and support employees. Over the years I served as an elected Local Union Officer in various positions including President, Vice President, Treasurer and Grievance Committee Chairperson. **2000-2015**, Volunteer mediator and arbitrator with Conflict Resolution Center, a non-profit, Minneapolis community-based dispute resolution

organization. I performed mediations and arbitrations involving business, neighborhood, Conciliation Court and public housing disputes. **1969-1971**, worked as a Graduate Research Assistant in the Labor Education Service, Industrial Relations Center, University of Minnesota, under Director/Professor John "Jack" Flagler. Performed field research, analysis and drafting for publication of "Profiles of the Minnesota Labor Movement", Industrial Relations Research Bulletin #56, Jan. 1972. "Jack" subsequently served as my Mentor early in my arbitration career.

INDUSTRIES: During the course of my career as an Arbitrator and with the NLRB and, I have handled dispute situations involving the following industries:

Aerospace, Automotive, Bakery, Banking, Beverage, Building Products, Brewery, Broadcasting, Canning, Cement, Clothing, Communications, Construction, Dairy, Education, Electrical Equipment/Appliances, Electronics, Entertainment/Arts, Federal Government, Feed & Fertilizer, Food, Foundry, Glass/Pottery, Grain Mill, Health Care, Hotels/Motels/Resorts, Hospital/Nursing Home, Iron, Lumber, Machinery, Maritime, Meat Packing, Metal Fabrication, Mining, Nuclear Energy, Office Workers/Clerical, Packaging, Paint & Varnish, Petroleum/Petrochemicals, Pharmaceuticals, Plastics, Plumbing, Printing, and Publishing, Prison Guard, Pulp and Paper, Refrigeration/HVAC, Restaurants, Retail Stores, Rubber/Tire, Sports, State, County and Municipal departments and agencies, Steel, Stone/Quarry, Textile, Transportation, Trucking and Storage, Utilities and Warehousing.

ISSUES: During the course of my career as an Arbitrator and with the NLRB I have been involved in the following issues:

Absenteeism, Bargaining Unit Work, Conduct, Demotion, Discipline (Non-Discharge), Discipline (Discharge), Discrimination: Union membership/activities, Drug/Alcohol Offenses, Fringe Benefits: Bonus, Holidays, Insurance, Leave, Vacation, Grievance Mediation, Health/Hospitalization, Hiring Practices, Job Performance, Job Posting/Bidding, Jurisdictional Disputes, Layoffs/Bumping/Recall, Management Rights, Official Time, Past Practices, Pension and Welfare Plans, Promotion, Retirement, Safety/Health Conditions, Seniority, Strikes, Lockouts, Work Stoppages, Slowdowns, Subcontracting/Contracting Out, Tenure/Reappointment, Union Security, Wages, Cost-of-Living Pay, Holiday Pay, Incentive Pay, Job Classification and Rates, Merit Pay, overtime Pay, Vacation Pay, Work Hours/Schedules/Assignments, Working Conditions/Work Orders and Violence or Threats in the workplace.

FEES:

PER DIEM FEE: \$1,600.00. **DOCKETING FEE:** None. **CANCELLATION FEE** (See Below)

Grievance and Interest Arbitration: The fee is \$1,600 per day for hearing and for research and preparation of the Decision. A hearing day is any portion of a day up to eight (8) hours. Time for research and preparation is prorated.

Mediation and Fact Finding: Arbitrator charges \$200.00/hour.

Travel Time: There is no charge for travel time within a scheduled 8 hour hearing day. There is no charge for the first hour of travel time outside of a scheduled hearing day. Thereafter, the prorated per diem rate applies. Travel time is charged from initial location to destination location.

Expenses: Arbitrator charges actual cost of reasonable expenses, including airfare, car rental, food and lodging. Arbitrator charges actual expenses for copying, phone, office supplies and clerical assistance. POV automobile mileage is charged at the applicable IRS business expense rate. I do seek out discounts wherever possible to keep costs down for the parties

Cancellation Policy: Cancellation or postponement more than 21 days prior to a scheduled hearing date(s) shall incur no charges. If the scheduled hearing is postponed or cancelled with more than 14 days, but 21 days or less notice, the cancellation charge shall be one-half the per diem fee for each hearing day scheduled. Cancellation or postponement with notice of 14 days or less shall be the full per diem fee for each hearing day scheduled. The applicable fee, if any, shall be based upon the date the arbitrator receives such notice.

Video Hearings and Conferences: Since about 2020 and COVID, I have become a veteran remote video arbitrator. While not a "techie", I do have experience with most of the popular platforms, such as Microsoft Teams, Zoom, WebEx, etc. Personally, I find that remote video hearings are particularly well-suited to cases involving contract interpretation - application issues. In such cases there is generally little or no controversy regarding the basic facts of the situation and virtually no credibility issues.

Revised 11/30/25