

## CARY MORGEN

**E-mail Address:** cary@labor-arb.com

**Present Occupation:** Arbitrator and Mediator

**Business Address:**

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**PROFESSIONAL AFFILIATIONS:**

Labor and Employment Relations Association (LERA)

Chicago Federation of Musicians – AF of M Local 1028 (1972-1990)

Amalgamated Transit Union – Local 10-2038 (1979-1981)

Adjunct Faculty Member, Oakton Community College, Des Plaines, IL (1993-1994)

**EDUCATION:**

Loyola University Chicago:

School of Law (Aug. 1997 – Dec. 1998) Coursework in: Contracts; Torts; Property; Legal Research and Writing; Employment Law.

Masters of Science Industrial Relations, Jan. 1994

Bachelors of Business Administration, Jan. 1986 (Summa Cum Laude)

Joint Railroad Labor-Management Committee RLA Arbitrator Training Seminar (June, 2015)

FMCS Institute Labor Arbitrator Training (October, 2010)

**ARBITRATION/LABOR RELATIONS EXPERIENCE:**

**2011-present:** Cary Morgen Labor Arbitration & Mediation Services, LLC. Ad hoc arbitrator/mediator; also serves as free-lance writing assistant for other arbitrators.

**2008-2011: General Manager, Labor Relations,** Chicago Transit Authority. Managed staff responsible for grievance handling (average 1,500 cases/year); settlement negotiations with Rail, Bus and Crafts unions' officials; wrote opinions/analysis for pre-arbitration meetings; reviewed all recommendations for discharge (16-24 cases/month) for conformance and compliance with applicable Employer policies, rules, just cause and applicable collective bargaining agreements provisions; consulted by and advised management personnel on matters related to employee discipline, due process and just cause, Agency rules, policies, procedures and dispute resolution; participated in numerous arbitrations as Employer representative and/or expert witness and consultant to legal counsel on case strategies.

**2006-2007: General Manager, Schedules,** Chicago Transit Authority. Responsible to ensure efficient scheduling of agency's Rail and Bus rolling stock and crew resources-within budgetary constraints and collectively bargained-for work rules; developed proposals for collective bargaining and served on negotiating committee for scheduling and work rule changes; inaugurated Labor-Management meetings with union officials regarding innovative scheduling work rules which gave union more input into run cutting/crewing options.

**2004-2005: General Manager, Bus Service Management.** Headed new department with 24/7-responsibility for all aspects of the on-street operation of over 150 bus routes and mobile repair support functions; engaged in development of innovative work rule changes for bargained-for supervisors and mobile repairmen and the negotiations over their effects.

**2002-2004: General Manager, Bus Operations, 103<sup>rd</sup> Street Garage,** Chicago Transit Authority. Responsible for the administration/budget, maintenance and transportation functions of a transit bus garage/terminal facility with over 500 employees operating a fleet of 250 buses; ensured compliance with collective bargaining agreement work rules and HR management policies (promotions, transfers, discharges,

etc.); co-chaired labor-management committees dealing with safety, grievances and due process issues; testified as Employer witness in arbitration cases.

**2000-2002: General Manager, Contract Administration, Policy and Compliance**, Chicago Transit Authority. Managed staff responsible for day-to-day administration of Rail, Bus and Crafts collective bargaining agreements and development of contract proposals; served as member of contract negotiating committee.

**1995-2000: Manager, Drug/Alcohol Policy and Program Compliance**, Chicago Transit Authority. Member of a collective bargaining subcommittee to negotiate necessary changes over the effects of new, comprehensive federal drug/alcohol policy and testing program rules as well as Employee Assistance Program (EAP) terms and conditions; researched and authored all of the necessary policies and procedures to administer and interpret federal drug/alcohol regulations as they related to the collective bargaining agreements; conducted on-going, extensive management and union employee training; served as employer witness in arbitration cases dealing with drug/alcohol issues and EAP contractual provisions.

**1992-1995: Industrial Relations Representative**, Chicago Transit Authority. Handled all activities related to the investigation and preparation of Employer responses to claims filed for unemployment benefits (averaged over 450/year); testified as Employer witness at benefit appeal hearings; created grievance handling guidelines for management personnel.

**1990-1992: Transportation Labor Affairs Analyst**, Chicago Transit Authority. Conducted case investigations, analysis and prepared responses for grievances; served as advocate for Transit Operations Branch at hearings.

**INDUSTRIES:**

Transportation (Railroad and Public Transit); Education; Police; Emergency Management Services; Private Security; Manufacturing.

**ISSUES:**

Absenteeism; Conduct -- Discipline & Termination; Past Practice; Seniority; Work Hours/Schedules/Assignments; Job Classification and Rates; Job Performance; Job Posting/Bidding; Management Rights.

**ARBITRATION ROSTERS:**

American Arbitration Association  
Federal Mediation and Conciliation Service  
National Mediation Board

**FEES:**

**PER DIEM FEE:** \$1,350                      **CANCELLATION FEE:** (See Below)

**Per Diem:** \$1,350 per diem is applied to each day, or any part thereof, spent in hearings or study-opinion preparation. The per diem applies whether arbitrating or mediating.

**NOTE:** Hearings that do not close within thirty (30) days of the first day of hearing will be billed on an interim basis.

**Travel Time:** A flat half-day per diem will be billed for each travel day required.

**Cancellation Policy:** Cancellations less than 30 days but more than 14 days before hearing date are charged at one-half the per diem. Cancellations of 14 days or less are charged at the per diem.

**Expenses:**

**1. Travel:** No charge within the Chicago Metropolitan Area (within 50 miles from Downtown Chicago). Outside the Chicago Metropolitan Area, but within 200 miles of Downtown Chicago, standard car rental fees as incurred will be billed plus a flat half-day per diem for travel time. Beyond 200 miles of Downtown Chicago, car rental or air fare, as determined on a case-by-case basis.

NOTE: When airfare is determined as travel mode, a round-trip, fully-refundable, coach airfare ticket will be purchased along with any related airline charges, unless the parties have expressly agreed to reimburse me for any charges imposed by the airline for cancelling or changing a reservation. If also required to travel to/from airport, lodging and hearing location, car rental fees will also be billed.

**2. Lodging and Meals:** Reasonable hotel and meal expenses (based upon location) will be billed as incurred.

**Invoices:** A detailed invoice of all charges is submitted with the Opinion and Award. If the matter is settled or otherwise withdrawn from arbitration, I will forward a bill for services reflecting charges up to the point of notice of settlement or withdrawal from arbitration.

**Federal Taxpayer ID Number:** 45-2489256