

CHARLES F. AMMESON, ESQ.
Arbitrator/Mediator Biography

EMAIL: cammeson@tpalaw.com

PRESENT OCCUPATION: Attorney and Arbitrator

BUSINESS ADDRESSES:

Michigan Business Address:

Troff Petzke & Ammeson
811 Ship Street, Ste. 202
St. Joseph, MI 49085
Phone: 269-983-0161 xt 105
Facsimile: 269-983-0166

Illinois Business Address:

The Monadnock Building
53 W. Jackson, Ste. 25
Chicago, IL 60604
Phone: 269-983-0161 xt 105
Facsimile: 269-983-0166

PROFESSIONAL AFFILIATIONS:

Member - State Bar of Michigan; Member - Berrien County Bar Association; Member - LERA (Labor & Employment Relations Association).

EDUCATION:

Cornell University, B.S., New York State School of Industrial & Labor Relations, B.S., Collective Bargaining, 1975.
Notre Dame Law School, J.D., Cum Laude, 1982;

CERTIFICATIONS:

Law	Texas	1982
Law	Michigan	1983

LABOR EXPERIENCE

ADVOCACY: None.

INDUSTRIES:

Automotive, Canning, Chemicals, Communications, Construction, Education, Electrical Equipment/Appliances, Electronics, Food, Foundry, Health Care, Hospital/Nursing Home, Machinery, Metal Fabrication, Office Workers/Clerical, Organizations, Police and Fire, Prison Guard, Public Sector-Grievance; Public Sector-Interest; Pulp and Paper, Real Estate, Steel, Transportation, Clerical, Manufacturing, Miscellaneous, Insurance, Uninsured Motorist.

ISSUES:

Absenteeism, Arbitrability, Bargaining Unit Work, Conduct, Demotion, Discipline (Non-Discharge), Discipline (Discharge), Discrimination: Age, Disability, Race, Sex, Religion, National Origin, Drug/Alcohol Offenses, Fringe Benefits: Bonus, Holidays, Insurance, Interest Arbitration, Leave, Vacation, Health/Hospitalization, Job Performance, Job Posting/Bidding, Jurisdictional Disputes, Layoffs/Bumping/Recall, Management Rights, Past Practices, Pension and Welfare Plans, Promotion, Retirement, Safety/Health Conditions, Seniority, Sexual Harassment, Subcontracting/Contracting Out, Union Security, Wages: Cost-of-Living Pay, Holiday Pay, Incentive Pay, Job Classification and Rates, Overtime Pay, Vacation Pay, Work Hours/Schedules/Assignments, Working Conditions/Work Orders, Timeliness, Discipline, Union Seniority, Administrative Leave, Payment Error, Negligence, Injury, Insurance Negligence, Past Practice/Lone Layoff, Reassignment, Luncheon.

PERMANENT PANELS:

UAW Local 6000/State of Michigan, Michigan State Employees Association/State of Michigan, United Steel Workers/Graphic Packaging International,

ARBITRATION ROSTERS:

Federal Mediation and Conciliation Service
American Arbitration Association National Labor Panel
Michigan Employment Relations Commission Arbitration Panel,
Michigan Employment Relations Commission Act 312 Arbitration Panel,
Fact Finder for Michigan Employment Relations Commission,

PUBLICATIONS:

Ammeson, Charles & Van Auken-Haight, Carol, Unilateral Offers of Reemployment in Employment Litigation, p772, August 1989.

REPORTED EMPLOYMENT CASES:

Adkerson v. MK-Ferguson, 191 Mich. App 129 (1991)
Sellers v. Hauch, 183, Mich. App 1 (1990)
Township of Clay v. Stone, Unpublished Michigan Court of Appeals Case Number 256326 (January 10, 2006)

SUMMARY: Mr. Ammeson has been appointed an Arbitrator in over 300 matters and has authored over 100 awards, opinions or reports as a neutral. Prior to ceasing advocacy, Mr. Ammeson represented both employers and unions on a broad variety of labor and employment matters from arbitration, election campaigns, wage and hour, worker’s compensation, unemployment compensation, and discrimination matters to straight-forward employment counseling. Prior to receiving his law degree, Mr. Ammeson was a front-line administrator of the basic steelworker collective bargaining agreement in both the basic steel and chemical industries.

Mr. Ammeson has also litigated to jury trial conclusion, on behalf of both employees and employers, in both state and federal courts, regarding employment discrimination, disability discrimination, whistle-blower and at-will/employment contract matters.

LABOR FEES:

PER DIEM FEE: \$900 per day.
DOCKETING FEE: \$100 (Except for American Arbitration Association files or other Third-Party Administrated files)
CANCELLATION FEE (See Below)

Grievance Arbitration:

PER DIEM FEE: \$900 per day for hearing, research and preparation of opinion and award.
Cancellation Policy: \$900 if less than 72 hours notice by both representatives.
Docketing Fee: The docketing fee is waived if the case goes to a full hearing.

TRAVEL TIME: Travel time is not charged if less than 3 hours travel one way. Otherwise, travel time is charged at \$50 per hour from the Arbitrator’s closest business location.

EXPENSES: The Arbitrator charges the actual cost of reasonable expenses, including airfare, car rental, food and lodging. The Arbitrator does not charge for clerical assistance. Copying and overnight mail charges are charged. Automobile mileage is charged at the applicable IRS expense rate.

REAL ESTATE/CONDOMINIUM EXPERIENCE

ADVOCACY: Mr. Ammeson regularly represents individuals and condominium associations in a wide variety of real estate and association matters, both in negotiations and litigation, primarily in the second-home market along the southwestern shore of Lake Michigan. Mr. Ammeson also has experience as a real estate developer, his most prominent development being Grand Boulevard Condominium adjacent to Lake Michigan and the Golf Club at Harbor Shores. Mr. Ammeson is also a licensed real estate broker.

ISSUES:

PUBLICATIONS:

Follow the Rule: Condominium Association Boards and the Business Judgment Rule, Michigan Real Property Review, Summer 2010, vol 37, No. 2 at page 67.

REPORTED CASES:

Risk v. Lincoln Charter Township Board of Trustees, 279 Mich. App 389 (2008)

SUMMARY: Mr. Ammeson has closed a large number of real estate transactions, drafted a large number of real estate and condominium documents and has litigated to conclusion a wide variety of real estate matters, including boundary disputes, adverse possession, acquiescence, brokerage, breach of contract, construction, collection, foreclosure, lien and condominium rule enforcement matters.

Mr. Ammeson also has experience as a real estate developer, his most prominent development being Grand Boulevard Condominium adjacent to Lake Michigan and the Golf Club at Harbor Shores. Mr. Ammeson is also a licensed real estate broker.

Mr. Ammeson has been appointed Arbitrator in over 300 matters and has authored over 100 awards, opinions or reports as a neutral.

REAL ESTATE/CONDOMINIUM ADR FEES:

PER DIEM FEE: \$900

DOCKETING FEE: \$100 (Except for American Arbitration Association or other Third Party administered matters)

CANCELLATION FEE (See Below)

Arbitration:

PER DIEM FEE: \$900 per day for hearing, research and preparation of opinion and award.

CANCELLATION POLICY: \$900 if less than 72 hours notice by both representatives.

DOCKETING FEE: The docketing fee is waived if the case goes to a full hearing.

TRAVEL TIME: Travel time is not charged if less than 3 hours travel one way. Otherwise, travel time is charged at \$50.00 per hour from the Arbitrator's closest business address to the mediation location.
Expenses: The Arbitrator charges actual cost of reasonable expenses, including airfare, car rental, food and lodging. The Arbitrator does not charge for clerical assistance. Copying and overnight mail charges are charged. Automobile mileage is charged at the applicable IRS expense rate.

Mediation:

OPTION 1: \$1,500 flat fee per full day of mediation (up to 10 hours mediation, 12 hours portal to portal).

OPTION 2: \$800 flat fee per one-half day of mediation at Mr. Ammeson's office (4 hours mediation commencing either at 9 a.m., 2 p.m., or otherwise by agreement with Mr. Ammeson).

CANCELLATION POLICY: \$1,500/\$800 if less than 72 hours notice by both representatives.

DOCKETING FEE: The docketing fee is waived if the case proceeds to a full day of mediation.

TRAVEL TIME: Travel time is not charged if less than 3 hours travel one way. Otherwise, travel time is charged at \$50.00 per hour from the Mediator's closest business location.

EXPENSES: The Mediator charges actual cost of reasonable expenses, including airfare, car rental, food and lodging. The Mediator does not charge for clerical assistance. Copying and overnight mail charges are charged. Automobile mileage is charged at the applicable IRS expense rate.

GENERAL ADR EXPERIENCE

ADVOCACY: Mr. Ammeson engages in the practice of law, primarily focusing on real estate and litigation, as a partner with the law firm of Troff, Petzke & Ammeson located in Saint Joseph, Michigan, which dates its formation to 1870. Mr. Ammeson has been associated with the law firm since 1983.

EXPERIENCE: Mr. Ammeson has had a wide variety of private practice experience, having gained his initial experience litigating accident, personal injury and insurance claims primarily as a defense attorney, but with a large number of plaintiff's cases as well. At the same time, Mr. Ammeson continued his labor and employment practice, and in the mid 1990s changed his focus from accident/insurance to real estate matters involving the second-home market along the southwestern shore of Lake Michigan, representing a large number of Chicago-area clients with property interests in Southwestern Michigan. Ever since his graduation from law school, Mr. Ammeson has been actively involved in alternative dispute resolution, and has served on the ADR Committee for the State Bar of Texas in the early 1980s, the original ADR Committee (the predecessor of the ADR Section) for the State Bar of Michigan in the mid 1980s, and was one of the founding members of the original Mediation Panel of United States District Court for the Western District of Michigan.

Over the years, Mr. Ammeson has successfully prosecuted and defended multi-million dollar claims and verdicts, primarily in Southwestern Michigan. Mr. Ammeson has also evaluated, arbitrated and mediated scores of general disputes from contract claims, accident/injury claims, real estate claims, employment claims, association matters involving as many as 30 or more stakeholders, and having sat as an individual mediator/arbitrator or as a member of three arbitrator panels.

SUMMARY: Mr. Ammeson dedicates significantly more than half his professional time to his ADR practice, of which his primary focus is employment and labor matters. Mr. Ammeson has strong and

significant experience in real estate and condominium matters, which is his second most significant practice and ADR area. Finally, Mr. Ammeson has significant litigation experience in a broad variety of matters ranging most extensively from employment, property damage/personal injury and real estate matters to a wide variety of business, contract, insurance and other civil matters.

Mr. Ammeson has been appointed as Arbitrator/Mediator in over 300 matters and has authored over 100 awards, opinions or reports as a neutral.

GENERAL ADR FEES

PER DIEM FEE: \$900

DOCKETING FEE: \$100 (Except for American Arbitration Association and Other Third Party Administrated Matters)

CANCELLATION FEE (See Below)

ARBITRATION:

The fee is \$900 per day for hearing, research and preparation of opinion and award.

CANCELLATION POLICY: \$900 if less than 72 hours notice by both representatives.

DOCKETING FEE: The docketing fee is waived if the case proceeds to a full hearing.

TRAVEL TIME: Travel time is not charged if less than 3 hours travel one way. Otherwise, travel time is charged at \$50.00 per hour from the Arbitrator's Michigan business address (if the arbitration is held in Michigan) or from the Arbitrator's Illinois business address (if the arbitration is held in Illinois). Expenses: The Arbitrator charges actual cost of reasonable expenses, including airfare, car rental, food and lodging. The Arbitrator does not charge for clerical assistance. Copying and overnight mail charges are charged. Automobile mileage is charged at the applicable IRS expense rate.

MEDIATION:

OPTION 1: A flat fee \$1,000 per a full day of mediation (up to 10 hours mediation, 12 hours portal to portal).

OPTION 2: A flat fee of \$600 for one-half day of mediation at Mr. Ammeson's office (4 hours mediation commencing either at 9 am, 2 pm, or otherwise by agreement with Mr. Ammeson).

CANCELLATION POLICY: \$1,000/\$600.00 if less than 72 hours notice by both representatives.

DOCKETING FEE: The fee is waived if the case goes to a full day of mediation.

TRAVEL TIME: Travel time is not charged if less than 3 hours travel one way. Otherwise, travel time is charged at \$50.00 per hour from the Arbitrator's closest business location.

EXPENSES: The Mediator charges actual cost of reasonable expenses, including airfare, car rental, food and lodging. The Mediator does not charge for clerical assistance. Copying and overnight mail charges are charged. Automobile mileage is charged at the applicable IRS expense rate.