

Mark D. Keyl, Esq.

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Present Occupation: Attorney, Arbitrator, Mediator

Business Address

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1750 St. Charles Ave
#237
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PROFESSIONAL HONORS AND AFFILIATIONS:

Leadership, Midwest City, OK	American Society of Safety Engineers
Oklahoma Bar Association	National Mediation Board
Eagle Scout	Kiwanis Club of Hattiesburg
Mississippi Bar Association	Federal Mediation and Conciliation Service
Board of Regents, Concordia College Alabama	American Legion Post 146

EDUCATION:

B.S.	History/Government	U.S. Coast Guard Academy
Masters Studies	Political Science	University of New Orleans
J.D.	Law	Oklahoma City University

CERTIFICATIONS: Law	Oklahoma	1988
Mediator	Oklahoma	1997
Law	Mississippi	2012
Mediator	Mississippi	2012

SPECIALIZED TRAINING:

Complex Public Education Issues: FMCS-NAA September 16, 2011; Railway Arbitration under the Railway Labor Act: NAA SW/Rockies Conference, Houston, TX March 3, 2016.

ARBITRATION/LABOR RELATIONS EXPERIENCE:

2004 to Present: Labor Arbitrator. Federal Mediation and Conciliation Service. **2004-2011:** Attorney for Federal Government. Served with the Office of Disability, Adjudication, and Review and with DHS/FEMA. **1988-2004:** Attorney. Maintained general practice of law which included advocate for employment cases and consultant in labor relations and labor laws. **1997-2004:** Assistant City Attorney, Midwest City, OK. Responsible for negotiation of collective bargaining agreements between the City and the Fraternal Order of Police and International Association of Firefighters. Also represented the City in arbitration cases and legal advisor on grievances. Risk Manager. **1997:** Environmental Judge, Midwest City, OK. **2001-2004:** Municipal Judge, Forest Park, OK. **1986-1992:** Deputy Commissioner and General Counsel for the Oklahoma Department of Labor. Responsible for reviewing union collective bargaining agreements as it pertained to wage rates throughout the State of Oklahoma. Worked with organized labor to resolve wage/hour and safety issues at the state and local level, as well as with public entities. Regulated all labor compliance activities within the State of Oklahoma. Hearing Officer for all areas of regulatory compliance within the agency. Developed and taught high school students the history of organized labor and its influence on the development of labor laws. **1990-2001:** Adjunct Professor, Rose State College. Taught Business Law and National Government, including labor relations and collective bargaining. **1973-1984:** Lieutenant, U.S. Coast Guard. Specialized in law enforcement, surface operations, regulatory compliance and as a Director of the Coast Guard Auxiliary.

PUBLISHED OPINIONS: Armstrong World Industries, Inc. and United Steelworkers Local 363L, 121 LA 996; Carrier Corporation and United Steel Workers of America, Local 7655, 123 LA 917; Federal Bureau of Prisons and American Federation of Government Employees Local 922, 131 LA 909; Rio Rancho Public Schools and Rio Rancho School Employees Association, 132 LA 918; Rio Rancho Public Schools and Rio Rancho School Employees Association, 132 LA 977, Axial Corporation (Lake Charles, LA) and The Machinists and Aerospace Workers Local Lodge 470, 132 LA 1659; B&W Pantex, LLC and The Metal Trades Council of Amarillo, Texas & Vicinity, 133 LA 503; Albuquerque Public Schools and American Federation of Teachers, Local 1420, 133 LA 860; U.S. Army Corps of Engineers, Little Rock District and American Federation of Government Employees, Local Union No. 953, 135 LA 616; UNM Hospitals and National Union of Hospital and Health Care Employees, District 1199NM Support Staff, Local Lodge 1199, 135 LA 1511.

INDUSTRIES:

Aerospace, airlines, agriculture, banking, brewery, broadcasting, building products, cement, chemicals, coal, communications, construction trades, communications, dairy, education, electrical equipment/appliances, grocery, foundry, furniture, glass/pottery, healthcare, hotels/motels/casinos/resorts, hospitals/nursing homes, iron, lumber, maritime, manufacturing, railway, meat packing, metal fabrication, mining, office workers/clerical, police and fire, organizations, petroleum refining, prison guard, pulp and paper, permanent staffing, private sector, public sector, Federal sector, refrigeration/HVAC, retail stores, rubber/tire, steel, transportation, trucking and storage, utilities.

ISSUES:

Arbitrability, affirmative action, absenteeism, bargaining unit work, conduct, discipline (non-discharge), discipline (discharge), discrimination: age, disability, race, sex, religion, national origin, drug/alcohol offenses, fringe benefits: holidays, insurance, leave, vacation, grievance mediation, health/hospitalization, hiring practices, job performance, job posting/bidding, layoffs/bumping/recall, management rights, official time, past practices, pension and welfare plans, promotion, retirement, safety/health conditions, seniority, sexual harassment, subcontracting/contracting out, tenure/reappointment, union security, cost-of-living pay, holiday pay, incentive pay, job classification and rates, merit pay, overtime pay, severance pay, vacation pay, wages, work hours/schedules/assignments, working conditions/work orders, violence or threats.

FEES:

PER DIEM: \$900.00 DOCKETING FEE: None CANCELLATION FEE: \$300.00

Grievance and Interest Arbitration: The fee is \$900.00 per day for hearing, and for research and preparation of the opinion and award. A hearing day is any portion of a day up to eight hours. Time for research and preparation is prorated.

Cancellation Policy: If the scheduled hearing is postponed or cancelled with notice of less than thirty (30) days, the per diem fee for each day of hearing shall be charged if another matter cannot be set in its place.

Travel Time: Arbitrator charges per diem fee for any portion of a travel day up to eight hours. The fee is prorated for travel time over eight hours.

Expenses: Arbitrator charges actual cost of reasonable expenses, including airfare, train, car rental, food, and lodging. Automobile mileage is charged at the applicable IRS rate. Arbitrator charges actual expenses for copying, phone, and clerical assistance.

Joint Obligation: Fees and expenses are the obligation of both parties. The bill may be divided for the convenience of the parties, but such division does not release the parties' joint obligation for the entire bill. Bills are due and payable thirty (30) days after receipt by the parties. Unpaid bills will accrue interest of 1% per month.