

BARRY WINOGRAD

October 2014

Arbitrator and Mediator

1999 Harrison St., Ste. 1400, Oakland, CA 94612

Tel: (510) 465-5000 [Direct Dial/Voice Mail: (510) 273-8755]

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LABOR ARBITRATION RESUME

Practice: Labor and employment arbitration, factfinding and mediation. (Additional service in civil and commercial dispute resolution.)
Member, National Academy of Arbitrators.

Labor Relations Rosters: Federal Mediation and Conciliation Service, National Mediation Board.

Labor-Management Arbitration Panels (Partial Listing): Alliance of Motion Picture and Television Producers/Director's Guild; Alliance of Motion Picture and Television Producers/Writers Guild; AT&T/CWA; APM-Maersk/ILWU; Bay Area Rapid Transit District/ATU; Bay Area Rapid Transit District/SEIU; Compass Air/ALPA; Endeavor Air/ALPA; Envoy Air (American Eagle)/AFA; LA Metro/ATU; LA Metro/ATU; Mesa Airlines/ALPA; Metropolitan Water Dist. So Cal./AFSCME; National Express/ATU; NV Energy/IBEW; Oakland/Oakland POA; Oakland/SEIU; Pacific Gas & Electric/IBEW; San Francisco/Deputy Sheriffs Assn./DSA; San Francisco/SEIU; San Francisco Chronicle/Media Workers Guild; Santa Clara County Superior Court/SEIU; Smith's Food & Drugs/UFCW; Tenet Healthcare/CNA; University of California/AFSCME; University of California/UPTE-CWA; Rio Tinto Minerals-US Borax/ILWU; UPS/Independent Pilots Assn.; UPS/Teamsters (NorCal); Verizon/CWA; Washoe County School District/Washoe Educ. Assn.

Employment: Arbitrator and Mediator, 1988 to present; Administrative Law Judge, California Public Employment Relations Board, 1980-87; Counsel to Chairman, California Public Employment Relations Board, 1979-80; Staff Attorney, United Farm Workers of America, 1973-77; private, self-employed law practice, 1972-73, and 1978.

Education: LL.M., University of California, Berkeley, School of Law; J.D., University of California, Berkeley, School of Law; B.A., University of California, Santa Barbara.

Teaching: University of California, Berkeley, School of Law, 1985 to present (labor law, public sector labor relations, arbitration, mediation); University of Michigan Law School (labor law, labor and employment arbitration), 2004 to 2009; Additional service as arbitration training instructor for FMCS, 1999-2010.

Publications (Partial Listing): The Pyett Decision (Ca. Lab. & Emp. Rev., 2009); Arbitration in the Union Workplace (co-author), in California ADR Practice (1993); California Public Employees and the Developing Duty of Fair Representation, 9 Ind.Rel.L.J. 410 (1987); San Jose Revisited: A Proposal for Public Sector Agreements Rejected Under Chapter 9 of the Bankruptcy Code, 37 Hast.L.J. 231 (1985).

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FEES AND CHARGES - Collective Bargaining and Labor Relations Cases

Grievance Arbitration

The fee is \$2,800 per day for hearing, and for research and preparation of the opinion and award. (For multiple grievances heard in a single day, the fee is \$3,600.) A hearing day is any portion of a day up to eight hours. Time for research and preparation is prorated.

Interest Arbitration, Factfinding and Labor Mediation

The fee is \$4,000 per day (for up to eight hours). Time for research and preparation is prorated.

Hourly Assignments

The fee is \$580 per hour, to be specified in a retainer agreement. The fee applies to civil litigation and non-collective bargaining arbitration, mediation, neutral evaluations, election administration, union fee determinations, and labor arbitrations of unusual length or complexity.

Expenses

There is no charge for phone, copying, postage, clerical or incidental office expenses. For cases outside the San Francisco Bay Area, parties are charged for the actual cost of reasonable travel and case-related expenses, including airfare, car rental, food, and lodging. Automobile mileage outside the Bay Area is charged at the applicable IRS expense rate. Air travel over two hours will be booked at the next class of service above coach, if offered by the carrier.

Travel Time

There is no charge for travel time unless an hourly retainer agreement specifies the amount, or, absent such an agreement, unless a substantial portion of a workday - more than two hours - is used to attend the hearing and return. If more time is needed, travel time is prorated at the per diem rate.

Postponement and Cancellation

If a hearing or other proceeding is postponed or canceled with notice of less than 28 days (42 days for hearings or proceedings of two or three days, and 56 days for hearings or proceedings of four days or more), the per diem fee will apply for each scheduled day if another matter cannot be set in its place.

[Effective March 1, 2014]