

LUELLA E. NELSON

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PROFESSIONAL EDUCATION AND AFFILIATIONS

Harvard Law School, Cambridge, Massachusetts, J.D. 1976; **Macalester College**, St. Paul, Minnesota, B.S. *cum laude*, Economics and Political Science (Honors in Economics) 1973.

National Academy of Arbitrators (Regional Chair 2008-2010; Legal Rep. Coordinator); **College of Labor & Employment Lawyers** (Board of Governors 2017-); **Bar Assn of San Francisco**, Labor & Employment Law § (Chair 2002-2004), ADR §; **Oregon State Bar**, Labor & Employment Law § (Chair 1999-2000), ADR §; **Labor Education & Research Assn** (President 1998-99, Oregon Chapter IRRRA); **State Bar of California**, Labor & Employment Law § (Chair 1991-92); **Assn for Conflict Resolution** (Vice President 1988-89, Board of Directors 1987-91, Northern California Chapter SPIDR); **American Bar Assn**, Labor & Employment Law § (Labor Arbitration and the Law of Collective Bargaining Agreements Committee; Committee on Development of the Law Under the NLRA), Dispute Resolution §, Law Practice Management §; **Oregon Women Lawyers**; **Multnomah Bar Assn**; **Prof'l Org of Women in Employment Relations**

ARBITRATION/MEDIATION/LABOR RELATIONS EXPERIENCE

Arbitrator, Mediator, Factfinder, Special Master (1986-present). Neutral dispute resolution, primarily in labor and employment cases from panels, rosters and ad hoc appointments

Member of the Oregon Employment Relations Board (2003-2004). Administered statute governing employment relations in state and local government entities.

Counsel, Senior Counsel, and Field Attorney with the National Labor Relations Board in Washington, D.C., headquarters (1976-81) and Oakland, California, Region (1981-86). Drafted decisions, dissents, and speeches for Board Member; investigated intra-agency EEO charges; bargaining committee and shop steward, NLRBPA. Investigated unfair labor practice and representation cases at regional office; litigated and settled unfair labor practices; held elections and hearings.

Hearing Officer for UMWA Health & Retirement Funds, under settlement in *Blankenship v. Mine Workers Fund*, 82 LRRM 3071 (DC DC 1973). Counseled pension applicants; investigated appeals of pension denials; conducted eligibility hearings.

New York City Urban Fellow, City Commission on Human Rights. Investigated charges of discrimination in employment, housing, and public accommodations; drafted recruitment guidelines for architecture schools; drafted reorganization plan for Commission staff; organized hearings on Vietnam-era veterans.

PANELS • INDUSTRIES • ISSUES

AGENCY: AAA; FMCS; National Mediation Board; Oregon ERB; Washington PERC and MEC; California Mediation and Conciliation Service and PERB; Los Angeles City ERB; Montana BPA; Nevada Labor Commissioner; Marin County Superior Court Panel of Mediators; U.S.D.C., Northern California, Federal Panel; Hearing Officer for Election Appeals, International Brotherhood of Teamsters Delegate and Officer Election; Office of Senate Fair Employment Practices; North American Agreement on Labor Cooperation; Marion County (Oregon) Appeals Panel; City of Portland (Oregon) Civil Service Hearing Officer.

PERMANENT PANELS: Kaiser Permanente/UFCW, Local 555; Pacific Bell/CWA; Simpson Paper/UPIU; Pope & Talbot/USWA; East Bay Hospitality Ind Assn/HERE Local 28; Parc Oakland Hotel/HERE Local 28; Santa Clara Hospitality Ind Assn/HERE Local 19; AT&T Mobility/CWA; Marion County/SEIU Local

CalPELRA Labor Relations Academy II: *The Arbitration Process* (multiple times 1996-2009)
CalPELRA Advanced Labor Relations Academy IV: *Binding Interest Arbitration* (2/2001)
American Bar Association, Labor and Employment Law Section, Arbitration Subcommittee:
Privileges in Arbitration (2/1998)

American Arbitration Association:

Arbitration Case Preparation and Presentation (2/1996); *Evidentiary Issues in Arbitration* (3/1991)

Third Oregon Governor's Conference on Labor-Management Cooperation (10/1995)

State Bar of California, Labor and Employment Law Section:

Ask the Arbitrator (4/1997); *Ethics for Labor and Employment Lawyers* (1/1997); *Identifying Unconscious Bias in the Legal Profession* (5/1993); *Binding Arbitration of Common Law and Statutory Employment Claims* (5/1993); *IRCA for Employment Attorneys* (10/1990); *Special Industry Issues: Banks and Other Financial Institutions* (10/1989); *Employment Discrimination Update* (5/1989)

California Association of Affirmative Action Officers: *Alternative Dispute Resolution* (5/1993)

Northwest Alternative Dispute Resolution Conference: *Public vs. Private Justice* (9/1992)

State Bar of California, Annual Meetings:

Wrongful Termination: Alternatives to Litigation (9/1989); *Wrongful Termination Update* (9/1988)

Instructor, **Golden Gate University, Graduate School, Labor Relations, and CEBS** (1987, 1988, 1990)

SELECTED MEDIATION TRAINING

Advanced Employment Mediation (5-day program co-sponsored by the Alliance for Education in Dispute Resolution and Cornell/PERC Institute on Conflict Resolution), November 5-9, 2001; Advanced Mediation (3-day program sponsored by the United States Arbitration & Mediation Service), January 2001; Resourceful Mediation (Warren Associates), April 1995; Mediation: Training the Trainer (5-day program sponsored by the San Francisco Community Boards Program), July 1990

SELECTED PUBLICATIONS

Co-Author, *Did He Do It?: Employer Handbook "Just Cause" Meets the Collective Bargaining Agreement*, 17 LERC Monograph Series 17 (2003)

Contributor to *Discipline and Discharge in Arbitration* (BNA, 1998; 2000 supplement), and *The Developing Labor Law: the Board, the Courts, and the National Labor Relations Act*, Third Edition (BNA, 1992)

Editor, *Ask the Arbitrator* column, California Labor & Employment Law Quarterly (1997-99)

One Arbitrator's Thoughts on SB 1638, California Labor & Employment Law Quarterly, Summer 1994

Public Policy and Arbitration Awards -- The Continuing Saga, 84 CPER 10, March 1990

Vacating Arbitration Awards on Public Policy Grounds: The Continuing Saga, California Labor & Employment Law Quarterly, Summer 1990

The Case of the Missing Party: USCA Approves "Ex Parte" Arbitration, 76 CPER 11, March 1988

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FEE SCHEDULE

POLICIES

Compensable Work: The rates below apply to (a) arbitration hearings and mediation sessions; (b) telephone calls and conferences; (c) executive sessions; (d) review of documents, correspondence, briefs and legal authority; (e) preparation of correspondence, orders, rulings, opinions and awards; and (f) such other work as may be required by the parties. I do not charge for the first hour of pre-hearing telephone conferences on a matter. All other time spent on pre- and post-hearing/session matters (e.g., telephone conferences, motions, review of documents accompanying motions, analysis and preparation of rulings on motions) is billed at the hourly rate. Time spent correcting insufficient purchasing documents required by a party is billed at the hourly rate to that party.

Labor Arbitration: The per diem fee for labor arbitration applies to each scheduled hearing day. A hearing day is any portion of a day up to eight hours (e.g., 10 a.m. to 6 p.m.). A day for analysis of evidence and preparation of Opinion and Award is four to eight hours, with any period under four hours charged as one-half day.

Labor Mediation, Med-Arb or Arb-Med: If the parties elect to pursue either a mediation, med-arb, or arb-med process on the day of hearing, the hourly fee is charged for any portion of the day spent in mediation, in addition to the per diem fee for any day(s) spent in arbitration.

Travel: One day's per diem is charged for travel days, only if more than 4 hours' travel time is required from my nearest office. Travel costs are billed at actual cost for transportation, food, lodging, and incidental expenses. Any non-refundable airline or lodging fees resulting from cancellations are billed to the parties. Mileage is billed at 60 cents per mile for use of my personal vehicle. If a hearing or mediation session is more than one time zone away from my local (Pacific) time, I arrive at least two days before the hearing/session to reduce jet lag. In such instances, I do not charge per diem for the intervening days, but do bill for food, lodging, and incidental expenses.

Billing: Interim bills are issued for fees and expenses after multiple consecutive days of hearing or mediation sessions, between and after non-consecutive days on the same matter, and after days requiring air or rail travel. Advance deposits may be required in certain cases. Simple interest at 1.5% per month (18% per annum) may be added to accounts remaining unpaid after 30 days.

FEES:

Labor Arbitration. Arbitration of individual grievances arising under collective bargaining agreements, memoranda of understanding, personnel policies, or civil service procedures. \$2,800 per diem

Expedited Arbitration and Class/Group Grievances: Cases requiring expedited hearing and/or decision, the hearing of multiple cases on the same hearing day, and/or bench awards, as well as complex cases in which multiple grievances are consolidated for arbitration. \$3,600 per diem

Mediation, Interest Arbitration, Employment (non-Labor) Arbitration, Fact-Finding, Neutral Evaluation, Facilitation, other pre- and post-hearing time spent as described above \$600 per hour

CANCELLATION OR POSTPONEMENT

If a hearing or mediation session is postponed or canceled within 28 days of the first scheduled day, per diem or 4 hours' fee, as applicable from above, for each scheduled day is charged. For matters scheduled for 5 or more hearing days or mediation sessions, cancellation fee applies to scheduled day(s) removed from calendar at any time. The cancellation fee is divided equally between the parties unless they mutually agree otherwise. Per diem and travel time and costs are payable if I have begun travel to the hearing location prior to receiving notice of the cancellation. Because of the vagaries in delivery of e-mail correspondence, an email advising me of a cancellation will not suffice as notice unless I confirm receipt of that e-mail.