

**BARRY WINOGRAD**  
**Arbitrator & Mediator**  
875-A Island Drive, No. 144  
Alameda CA 94502  
Tel: 510-393-7283 [Cell/Text]  
Email: [winmedarb@aol.com](mailto:winmedarb@aol.com)

[Jan. 2022,  
rev. Jan. 2024]

**PROFESSIONAL PRACTICE:**

Service as an arbitrator and mediator for labor, employment and other business and civil disputes. Current practice under collective bargaining agreements is limited to pre-approved submissions and panels.

**PROFESSIONAL EXPERIENCE:**

January 1988 to present, Arbitrator and Mediator; 1980-1987, Administrative Law Judge, California Public Employment Relations Board; 1979-80, Counsel to the Chairman, California Public Employment Relations Board; 1978, Of Counsel, Farnsworth, Denison and Saperstein; 1973-77, Attorney, United Farm Workers of America.

**AFFILIATIONS:**

Member and past president, National Academy of Arbitrators; California State Bar, Labor and Employment Law Section; College of Labor and Employment Lawyers.

**EDUCATION:**

LL.M., University of California, Berkeley; J.D., University of California, Berkeley; B.A., University of California, Santa Barbara.

**TEACHING AND TRAINING** [Partial listing]:

Adjunct Law Faculty: University of California, Berkeley, 1985 to present (labor law, arbitration, and mediation); University of Pennsylvania, 2023 to present (employment arbitration). University of Michigan, 2004 to 2009 (labor law and arbitration); Faculty and participant in many ADR educational sessions, including co-development of nationwide FMCS arbitration training programs.

**ARBITRATION PANELS** [Past, partial listing]:

AT&T & CWA; BART & ATU; Chevron & USW; Comcast & CWA; Director's Guild of America & AMPTP; Endeavor & ALPA; Envoy & CWA; Kaiser & CNA; Kaiser & NUHW; Maersk-APM & ILWU; Mesa & ALPA; Oakland & SEIU; Oakland & POA/ IAFF; NV Energy & IBEW; PG&E & IBEW; Providence Medical & CNA; San Francisco & SEIU; UC & AFSCME; UC & UPTC-CWA; UC & CNA; Rio Tinto Minerals-US Borax & ILWU; UPS & Teamsters; Verizon & CWA; Writer's Guild of America & AMPTP.

**PUBLICATIONS** [Partial listing]:

The Coinbase Arbitration Decision: Sensible Procedural Correction or Court Invention? (Verdict, 2023); Clear Skies or Stormy Weather? The FAA's Transportation Worker

Exception After *Southwest Airlines v. Saxon* (Verdict, 2022); What's Next for DR Horton and Class Action Waivers (Lab. L.J., 2016); The Future of Labor and Employment Arbitration: The View From the Bench (NAA-BNA, 2014); Senior Editor, ADR in Employment Arbitration (BNA, 2015); Revisiting the Elements of Just Cause (NAA-BNA 2011, 2013); The Steelworkers Trilogy at 50 Years (Ca. Lab. & Emp. Rev., 2010); An Introduction to the History of Interest Arbitration in the United States, (Lab. L.J., 2010); The Pyett Decision (Ca. Lab. & Emp. Rev., 2009); Make Your Next Arbitration More Efficient (Ca. Lab. & Emp. Rev., 2007); Evidence in Labor Arbitration (NAA-BNA, 2005); A Glossary of Basic Terms for Labor Arbitration Advocates (CPER, 2004); Arbitration in the Union Workplace (co-author), in *California DR Practice* (Shepards, 1993); *California Public Employees and the Developing Duty of Fair Representation*, 9 Ind. Rel.L.J. 410 (1987); *San Jose Revisited; A Proposal for Negotiated Modification of Public Sector Bargaining Agreements Rejected Under Chapter 9 of the Bankruptcy Code*, 37 Hast. L.J. 231 (1985).

**FEES** [Effective Jan. 1, 2022]:

For **grievance arbitration**, the fee is \$3,600 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 \$4,600.) A hearing day is any portion of a day up to eight hours. Time for research and preparation is prorated. For **interest arbitration, factfinding and labor mediation**, the fee is \$4,800 per day (for up to eight hours). Time for research and preparation is prorated. For **hourly assignments**, the fee is \$680 per hour. The fee applies to civil litigation and non-collective bargaining arbitration, neutral evaluations, election administration, union fee determinations, and labor arbitrations of unusual length or complexity. (A separate fee schedule applies to mediation of civil cases.)

**EXPENSES:**

There is no charge for phone, copying, clerical or incidental office expenses. For cases outside the Oakland/ San Francisco or Philadelphia areas, parties are charged for the actual cost of reasonable travel and related expenses, whichever is closer, including airfare, car rental, food and lodging. Auto mileage is charged at the IRS rate. Air travel over two hours will be booked at the next class of service above coach, if available.

**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.

**TRAVEL CHARGES:**

There is no charge for travel time unless an hourly retainer applies, or 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.

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**[January 2022]**

## FEES AND CHARGES - Collective Bargaining and Labor Relations Cases

### Grievance Arbitration

Practice limited to pre-approved submissions. The fee is \$3,600 per day for hearing, and for research and preparation of the opinion and award. (For two or more expedited grievances in a single day, the fee is \$4,600.) 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 \$4,800 per day (for up to eight hours). Time for research and preparation is prorated.

### Hourly Assignments

The fee is \$680 per hour, to be specified in a retainer agreement. The fee applies to civil litigation and non-collective bargaining arbitration or mediation, judicial reference proceedings, 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 Oakland/San Francisco or Philadelphia areas, whichever is closer, parties are charged for the actual cost of reasonable travel and case-related expenses, including airfare, car rental, food, and lodging. Automobile mileage 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.