

CHARLES H. PERNAL, JR.

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ARBITRATION/MEDIATION/FACTFINDING [2001 to present]

Arbitration: Federal Mediation & Conciliation Service; Oregon Employment Relations Board; Washington Public Employment Relations Commission; Montana Board of Personnel Appeals; Los Angeles City Employee Relations Board [*ad hoc* hearing officer for unfair practices].

Industries: Police and Fire Glass/Pottery State and Local Government Healthcare Services. Nuclear Energy Transportation

Issues: Absenteeism, Arbitrability, Discipline (discharge and non-discharge), Management Rights, Past Practices, Work Hours/Schedules/Assignments, Working Conditions/Work Orders, Disability Pay, Wages (overtime and on-call)

Publications: *City of Snoqualmie, WA and IBT Loc 763 05-2 ARB ¶3272 (2005); Benton County (OR) and Benton County Deputy Sheriffs' Association, 35 LAIS 1 (2007); Dept of Veterans Affairs and AFGE Loc 2241, 107 LRP 37877 (2007)*[electronic publication number]

Mediation: ADR panelist, Superior Court, County of Contra Costa, California; State of Nevada Local Government Employee-Management Relations Board

LABOR-MANAGEMENT RELATIONS EXPERIENCE

National Labor Relations Board Region 32, Oakland, California [1977-1995; 1999-Sept. 2000]; National Labor Relations Board Region 34, Hartford, Connecticut [1995-1999]; National Labor Relations Board Region 20, San Francisco, California [1971-1977].

Hearing Officer [1971-2000]

Acted as hearing officer in pre-election representation hearings Negotiated election agreements. Acted as hearing officer in post-election hearings on challenged ballots and objections, and prepared findings, conclusions, and recommendations as to the disposition of each issue. Acted as hearing officer in 10(k) [jurisdictional dispute] hearings.

Supervisory Attorney, Labor [1983 to 1999]

Supervised trial and related legal work, unfair labor practice investigations, and representation case work of attorneys and examiners assigned to casehandling team. Supervised the drafting of RD decisions in representation cases Supervised injunction litigation in U.S. District Courts under Section 10(l) and Section 10(j) of the NLRA, and other miscellaneous District Court litigation Reviewed written materials, i.e., proposed pleadings, trial briefs, and similar documents for legal sufficiency, and directed revision, further research, changes in approach or line of argument, and other action as necessary. Trained employees in Board representation and unfair labor practice casehandling, representation case hearing officer duties, and trial practice

Concurrently performed trial attorney and field examiner duties enumerated below

Trial Attorney, Labor [1978 - 1983; 1999 - Sept 2000]

Trial Specialist level Tried unfair labor practice cases before NLRB Administrative Law Judges. Prepared briefs and exceptions. Prepared and presented injunction cases under Section 10(l) of the NLRA in U.S. District Court. Negotiated pre-trial settlements Drafted Regional Director's decisions in representation cases.

Labor Management Relations Examiner [1971 to 1978]

Attained "expert" Examiner level. Obtained affidavits from charging party and charged party witnesses Selected and analyzed charged party's pertinent records Made recommendations to Regional Director as to the merit of cases and recommended to charging parties that charges be withdrawn in cases, which did not meet the requirements of the law, policy and/or procedure In merit cases, negotiated with respondent to enter into settlement agreements.

TEACHING EXPERIENCE

California State University at Hayward, Hayward, California

Adjunct Instructor: 1983-89; Taught IR 3680- basic course in Industrial & Labor Relations

University of San Francisco, San Francisco, California

Guest Lecturer: 2001; Human Resource Management and Organizational Development

EDUCATION

Golden Gate University, San Francisco, CA

-- School of Law: Doctor of Jurisprudence [1978]

Cornell University, Ithaca, NY

-- Master In Industrial and Labor Relations [1971]

Boston University, Boston, MA

-- Bachelor of Arts, Government and History [1966]

MEMBER : Oregon and Northern California LERA; Labor & Employment Section, State Bar of California

SCHEDULE OF ARBITRATION FEES
CHARLES H. PERNAL, JR., ARBITRATOR

I. PER DIEM

My per diem rate for hearing and research and writing is \$1,100.00

The per diem rate is applied to any day or substantial part of a day spent at hearing. A minimum of one day per diem will be charged for a hearing exceeding four hours; a hearing under four hours will be charged as a half day per diem. For per diem purposes, a day is eight hours. Time spent on pre- and post-hearing matters [conferences and rulings] will be applied toward the total hours spent at hearing.

Billings are payable within thirty days of mailing. Interim billings may issue for per diem and expenses incurred as the result of non-consecutive days of multi-day hearings.

My practice is to divide costs in my Statement of Fees equally between the parties, since there has been a joint selection made under this roster. If the collective bargaining agreement provides for some other fee-payment arrangement, I generally regard this as a matter for the parties to adjust between themselves.

II. EXPENSES

(A.) Transportation: There are no costs of travel associated with hearings in the Portland area. Otherwise, travel by car to a hearing outside the Portland area is charged at the currently applicable IRS mileage rate. Necessary air travel from Portland, car rental and parking is charged at actual cost. (B.) Other Expenses: [1.] Lodging (outside Portland). Depending on starting/ending time and geographical location, necessary overnight lodging the night before hearing, between days of hearing, and the night of the last day of a hearing is charged at cost. [2.] Travel Time. Outside the Portland area, travel time is charged at the per diem rate. [3.] There is no charge for the cost of meals.

III. CANCELLATION FEE

(A.) A cancellation charge of a day's per diem is effective two weeks before the scheduled date of hearing. In circumstances wherein consecutive days of hearing are scheduled and untimely cancelled, a cancellation fee will be charged for each day of scheduled hearing. (B.) Since collective bargaining agreements rarely provide for costs associated with untimely requests for rescheduling of the hearing date, my practice is to assess an untimely rescheduling fee of one day's per diem entirely on the party making the untimely request. This will be in the nature of an interim billing.

IV. A Statement of Fees and a completed IRS Form W-9 will be mailed in each case.

V. I would be pleased to answer any questions regarding my fees.

Charles H. Pernal, Jr.