

# Jane R. Wilkinson, Esq.

*Arbitrator, Mediator and Fact-Finder*  
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## BIOGRAPHICAL INFORMATION

### EXPERIENCE AND INFORMATION AS A NEUTRAL:

Nearly three decades' experience as a neutral in labor relations disputes as chairperson of a state labor relations agency (1980 - 1989) and as an arbitrator, mediator and factfinder (1986 - 1989 part-time, full-time starting 1989); works exclusively as a labor arbitrator.

**Arbitration, Mediation and Factfinding Experience** has covered a broad variety of contract interpretation and disciplinary issues, grievance mediation, and determining or recommending terms of contract (interest arbitration). Experienced in all the principle industries of the private sector and all areas of the public sector. Has conducted hundreds of formal, adversarial hearings and issued written decisions in labor and employment disputes throughout the Western United States. Has served as the neutral arbitrator in numerous interest arbitration cases, particularly in Washington state.

**Past Chairperson, Washington Public Employment Relations Commission, 1980 - 89:** Primary duty was to hear and decide appeals from hearing examiner decisions in unfair labor practice, representation and other cases. Authored or participated in several hundred published decisions on such issues as: duty to bargain, discrimination, union security, unilateral changes, deferral to arbitration, interference, job classification, and appropriate bargaining units.

**Panel Listings:** American Arbitration Association, Federal Mediation and Conciliation Service, National Mediation Board, and the labor relations boards of Washington and Oregon. Listed also on a number of permanent panels in the private and public sectors, including Boeing Co. and IAM&AW; Albertson's, Inc. and Teamsters Local 38, Clarkston and WSCCCE/AFSCME; State of Alaska and Public Employees Local 71; Pacificorp and IBEW; Alaska Railroad Corporation and United Transportation Union. Frequent arbitrator in the wood products, pulp, paper, and grocery industries and with local and state governments and school districts.

**Professional Affiliations/Activities:** Member of the National Academy of Arbitrators (past Region 17 Chairperson ); Washington State Bar Association (admitted in 1974), Oregon State Bar Labor & Employment Section, Multnomah County Bar Association, American Arbitration Association.

Editor, *Washington Public Employment Relations Review*, 1992-2006. Conference Chair, Public Sector Collective Bargaining conferences in Washington and Idaho, 1990 -1992; CMI-IRRA Spokane Conference, 1991. Speaker or panel member at numerous labor-management conferences and training sessions. Neutral resource on "Harassment Hotline" for Bonneville Power Administration; neutral factfinder on sexual harassment complaints. Former technology editor for the National Academy of Arbitrators' *Chronicle*.

**Special Interests and skills:** Computer technology on Windows OS; Proficiency in Spanish

### EDUCATION:

J.D., *summa cum laude* (first in class), Gonzaga Univ. Law School, 1974. Awarded the Dean's Medal for Outstanding Senior, 1974. Member, Law Review Board of Editors.

A.B., University of Michigan, 1968. Received President's Commendation for Scholastic Achievement, 1967 & 1968, and Michigan Higher Education Award.

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## FEE SCHEDULE FOR NEUTRAL LABOR ARBITRATION SERVICES

**Per Diem Fee:** \$1300.00 for grievance arbitration cases, \$1600 for interest arbitration. This per diem fee is applicable to labor case hearings, study time, and travel. Hearing and travel time are based on an eight-hour day; study time is based on a seven-hour day. Billing time for study and travel is broken into fractions of a day to the nearest quarter hour.

**Hourly Rate for Motions, Conference Calls, Etc.:** \$190.00

**Cancellation and Postponement Fee:** The above per diem (\$1300/\$1600) applies to each day scheduled and then canceled or postponed within 21 calendar days of the date set for hearing. A one-half per diem charge (\$650/\$800) will be assessed for each day scheduled but later canceled or postponed 22 to 45 calendar days in advance of the hearing. If applicable, airline change fees (approximately \$100) and hotel cancellation (some require 48 hours or more notice) will be assessed. Ordinarily, fully refundable airline tickets will be purchased. Any prehearing time spent on the case (not including scheduling and similar administrative matters) will be billed at the above-quoted hourly rate.

**Travel Expenses:** Charges to parties will include reasonable travel expenses, with automobile mileage at the current IRS rate. Meals and incidentals will be assessed at \$50 per day when outside of the Portland area. There is no charge within the Portland metro area.

**Office Expenses:** Reasonable costs for secretarial service, computerized or other research assistance, photocopying, telephone, fax and postage will be charged.

**Interim Billing:** For hearings of four days or more or when the gap between the hearing date and the submission of briefs or further proceedings exceeds 45 days, the Arbitrator may, at her discretion, submit an interim billing for fees and expenses incurred to that point. An interim billing for travel expenditures over \$300 also may be submitted. These items will be billed jointly to the parties.

**Responsibility:** Parties are jointly and severally liable for all arbitrator fees and expenses. Unless the parties otherwise mutually agree (and the arbitrator is so notified), each party will be billed for one-half of the arbitrator's fees and expenses. Invoices that are not paid within 30 days will be assessed the greater of \$25 or 1% per month rebilling fee.

**Acceptance:** The scheduling of a case will constitute the acceptance of these terms. If one or more of the above fees or conditions are unclear or unsatisfactory, please advise the arbitrator prior to scheduling the hearing date(s).