

# *R. DOUGLAS COLLINS*

## *Labor Arbitrator & Mediator*

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## RÉSUMÉ

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### AVAILABILITY

I am available to conduct grievance arbitrations, interest arbitrations, factfindings, civil service hearings, unfair practice hearings, boards of inquiry, and mediations either in person or by videoconference.

### EMPLOYMENT HISTORY

- 1978 to present: Private practice as arbitrator, mediator, fact finder, & hearing officer in the resolution of more than 3,400 labor-management disputes in the public and private sectors.
- 1972 to 2000: Executive Director, Los Angeles City Employee Relations Board. Administrative head of neutral agency responsible for resolving disputes between the City of Los Angeles and unions of its employees. Areas of responsibility included representation issues, mediation, fact finding, unfair labor practice charges, grievance arbitration, budget, personnel, supervision of staff, and general administration.
- 1982 to 1990: Instructor for UCLA Extension and for the Los Angeles Community College District's Labor Center, teaching courses in public sector labor-management relations.

### PROFESSIONAL AFFILIATIONS

- National Academy of Arbitrators; Member, 1989 – Present; Board of Governors, 2001 – 2004
- Association of Labor Relations Agencies; President, 1991 – 1992
- UCLA Institute of Industrial Relations Association; President, 1989 – 1991
- Industrial Relations Research Association; Chapter Board of Directors, 1986 – 1990

### EDUCATION

- Occidental College, Los Angeles, California; Bachelor of Arts, Political Science, 1968
- UCLA Institute of Industrial Relations; Certificate, Public Sector Labor Relations, 1974

### PUBLIC SERVICE

- 2009 to present: Board Member, Los Angeles City Employee Relations Board; Board Chairman, November 2012 to present. The ERB is the neutral agency responsible for administering, interpreting, and applying the city's Employee Relations Ordinance, which governs labor-management relations between the city, unions, and individual employees, including representation, meeting and conferring, mediation, fact finding, unfair labor practices, and grievance arbitration.
- 2010 to 2013: Commissioner, Los Angeles County Employee Relations Commission; Chairman, October 2010 to September 2013. ERCOM is the neutral agency responsible for administering, interpreting, and applying the county's Employee Relations Ordinance, which governs labor-management relations between the county, unions, and individual employees, including representation, meeting and conferring, mediation, fact finding, unfair labor practices, and grievance arbitration.
- 2007 to present: Commissioner, City of Hermosa Beach Civil Service Board; Chairman 2019; neutral agency responsible for review of matters arising under the city's Civil Service Rules and Regulations.

## AGENCY PANELS

• American Arbitration Association • California Public Employment Relations Board • California State Mediation & Conciliation Service • Federal Mediation & Conciliation Service • Hawaii Labor Relations Board • Los Angeles City Employee Relations Board • National Mediation Board • Nevada Local Government Employee-Management Relations Board • Nevada State Labor Commissioner • Oregon Public Employment Relations Board • Washington Public Employment Relations Commission.

*Please note that at my request, I have been in inactive status on most of the above panels since January 2010 due to my heavy workload.*

## ISSUES ARBITRATED

• Affirmative Action • Absenteeism • Arbitrability • Bargaining Unit Work • CCW Permits • Conduct (Off Duty/Personal) • Demotion • Discipline (Non-Discharge) • Discipline (Discharge) • Discrimination (Age, Disability, Race, Sex, Religion, National Origin) • Drug/Alcohol Offenses • Fringe Benefits (Bonus, Holidays, Insurance, Leave, Vacation) • Excessive Force • Grievance Mediation • Health/Hospitalization • Hiring Practices • Job Performance • Job Posting/Bidding • Layoffs/Bumping/Recall • Management Rights • Past Practices • Pension and Welfare Plans • Promotion • Retirement • Safety/Health Conditions • Seniority • Sexual Harassment • Strikes • Work Stoppages • Slowdowns • Subcontracting/Contracting Out • Tenure/Reappointment • Union Security • Wages (Cost-of-Living Pay, Holiday Pay, Incentive Pay, Job Classification & Rates, Merit Pay, Overtime Pay, Severance Pay, Vacation Pay) • Work Hours/Schedules/Assignments • Working Conditions/Work Orders • Violence & Threats

## INDUSTRIES & GOVERNMENT

• Aerospace • Airlines • Agriculture • Automotive • Bakery • Beverage • Broadcasting • Cement • Chemicals • Cities • Communications • Community Colleges • Construction • Counties • Education • Electronics • Entertainment/Arts • Federal Government • Food (Manufacturing/ Processing/Service) • Furniture • Grain Mill • Health Care • Higher Education • Hotels/Motels/ Casinos/Resorts • Hospitals/ Nursing Home • Maritime • Meat Packing • Mining • Office Workers/ Clerical • Organizations • Petroleum/ Petrochemicals • Plumbing • Police and Fire • Postal • Printing and Publishing • Prison Guard • Railroads • Refrigeration/HVAC • Restaurants • Retail Stores • Rubber/Tire • Schools • Shipping • Special Districts • State Government • Transportation • Trucking & Storage • Unions • Utilities • Warehousing

## PERMANENT ARBITRATION PANELS

*I currently serve or have served on the permanent arbitration panels established by the following parties:*

• AHMC Healthcare & Service Employees International Union/United Healthcare Workers – West  
• Alliance of Motion Picture and Television Producers & Directors Guild of America • Alliance of Motion Picture and Television Producers & Writers Guild of America, West • Alliance of Motion Picture and Television Producers & Screen Actors Guild – American Federation of Television and Radio Artists  
• APL & International Longshore and Warehouse Union • AT&T & Communications Workers of America  
• American National Can & United Steelworkers of America • California State University & California Faculty Association • California State University & Academic Professionals of California (Sole Permanent Umpire 2000 – 2011) • California State University & California State University Employees Union  
• California State University & State Employees Trades Council United • California State University & United Automobile Workers • California Teachers Association & California Associate Staff • California Teachers Association & California Staff Organization • City of Beverly Hills & Management and Professional Employees Association • City of Beverly Hills & Municipal Employees Association • City of Costa Mesa & Costa Mesa City Employees Association • City of Costa Mesa & Costa Mesa Police Association • City of Torrance & Torrance Police Officers Association • City of North Las Vegas & Teamsters • Clark County, Nevada, & International Association of Fire Fighters • Coca Cola Bottling Company of San Diego & Teamsters • Community and Mission Hospital & Service Employees International Union/United Healthcare Workers West • County of Riverside & Laborers International Union of North America • County of Riverside & Riverside Sheriff's Association • County of Riverside & Service

Employees International Union • County of Yolo & Yolo County Deputy Sheriff's Association • Disneyland Resort & UNITE HERE • Disneyland Resort & Workers United • Eagle Marine Services & International Longshore and Warehouse Union • Encino Hospital Medical Center & Service Employees International Union 121RN • Hill Air Force Base & American Federation of Government Employees • Hollywood Presbyterian Medical Center & Service Employees International Union 121RN • Hollywood Presbyterian Medical Center & Service Employees International Union, United Healthcare Workers – West • Hughes Aircraft & Electronic and Space Technicians • Integrated Healthcare Holdings & Service Employees International Union/United Healthcare Workers – West • Kaiser Permanente & Service Employees International Union • Kaiser Permanente & Office and Professional Employees International Union • KCOP Television & International Alliance of Theatrical and Stage Employees • Los Angeles Area Race Tracks & International Brotherhood of Teamsters • Los Angeles County Metropolitan Transit Authority & Amalgamated Transit Union • Los Angeles Unified School District & Los Angeles School Police Association • Los Angeles Unified School District & United Teachers of Los Angeles • Metropolitan Water District of Southern California & American Federation of State, County & Municipal Employees • National Electrical Contractors Association & International Brotherhood of Electrical Workers • National Fire Sprinkler Association & Sprinkler Fitters • NBC Universal & National Association of Broadcast Employees and Technicians • Olympia Medical Center & Service Employees International Union/United Healthcare Workers – West • Pacific Bell & Communications Workers of America • Pasha Stevedoring and Terminals International Longshore and Warehouse Union • Pepsi Cola Bottling Company of San Diego & Teamsters • Providence Tarzana Medical Center & Health Care Workers United • Raytheon & Electronic and Space Technicians • Rexam & United Steelworkers of America • Rio Tinto Minerals, U.S. Borax & International Longshore and Warehouse Union • San Diego Gas and Electric & International Brotherhood of Electrical Workers • San Joaquin Regional Transit District & Amalgamated Transit Union • Santa Clara County Transit District & Amalgamated Transit Union • San Joaquin Regional Transit District & Amalgamated Transit Union • Social Security Administration & American Federation of Government Employees • Southern California Edison & International Brotherhood of Electrical Workers • Southern California Gas & Utility Workers Union of America • State of California & California Correctional Peace Officers Association • State of California & California State Employees Association • State of California & International Union of Operating Engineers • State of California & Professional Engineers in California Government • Sysco Food Services of Los Angeles & Teamsters • Tenet Healthcare California & Service Employees International Union/United Healthcare Workers • Tenet Healthcare Systems & American Federation of State, County and Municipal Employees • Tenet Healthcare Systems & Service Employees International Union/United Healthcare Workers – West • United States Navy, San Diego, & American Federation of Government Employees • United States Postal Service & American Postal Workers Union • United States Postal Service & National Postal Mail Handlers Union • University of California Irvine & State Employees Trades Council United • University of California, Los Angeles, & International Union of Operating Engineers • University of California & American Federation of State, County and Municipal Employees • University of California & American Federation of Teachers • University of California & Federated University Police Officers Association • University of California & United Auto Workers • University of California & University Professional and Technical Employees • Verizon California & Communications Workers of America • Walt Disney Enterprises & UNITE HERE • Walt Disney Enterprises & Office and Professional Employees International Union • West Coast Terminal and Marine Services & International Longshore and Warehouse Union • White Pine County School District & Nevada School Employees Association • Various Others.

*Please note that “permanent” arbitration panels frequently change without notice to the arbitrators.*

## PUBLICATIONS

- *Factfinders Resource Manual*, (co-author) California Public Employment Relations Board, 1987;
- “Forum: Some More Views On The Use Of Factfinding,” *California Public Employee Relations*, December 1986;
- “Arbitrating Agency Fee Disputes: The Courts Set the Stage,” (co-author) *California Public Employee Relations*, June 1986; • “Agency Shop In Public Employment,” *Public Personnel Management*, Summer 1986;
- “Reflections of an Arbitrator,” *Discipline and Grievances*, October 1988.

<i>Per Diem Fee</i>	<p><b>Grievance Arbitration, Grievance Mediation, Disciplinary Appeals: \$2,800</b> for each day of hearing, study, award preparation, and travel;</p> <p><b>Interest Mediation, Fact Finding, Interest Arbitration, Facilitation of Negotiations, Boards of Inquiry, Agency Fee Arbitration: \$3,000</b> for each day of hearing, study, award preparation, and travel;</p> <p>Full per diem fee charged for each hearing day; fee prorated for partial days of study and travel.</p> <p>If a hearing is continued, postponed, or rescheduled for any reason other than at my request, my per diem fee in effect as of any new or additional hearing date(s) will apply to said date(s). Study and award preparation time billed at per diem rate in effect on final day of hearing.</p>
<i>Cancellation/Postponement</i>	<p>A full per diem fee will be charged for each day reserved for hearing or travel if the hearing is canceled or postponed by any party for any reason with less than <b>30 calendar days' notice</b> prior to each such date (travel dates may be prorated); <b>if three or four days are reserved</b> for hearings and/or necessary travel, <b>45 calendar days' notice</b> of cancellation or postponement will be required; <b>if five or more days are reserved</b> for hearings and/or necessary travel, <b>60 calendar days' notice</b> will be required. <u>However, if the same matter is postponed or cancelled twice without payment of a late-cancellation fee, a full per diem fee will be charged for each date that is subsequently reserved for that matter if the date is canceled or postponed by any party for any reason regardless of when notice of such cancellation or postponement is received.</u></p>
<i>Travel Expenses</i>	<p>Mileage will not be charged in the greater Los Angeles area except in unusual circumstances. All other actual expenses will be billed to the parties, including fully refundable unrestricted air fare (direct nonstop flights where possible, business or first class for flights longer than three hours, "Business Select" on Southwest Airlines); car rental; cab fare; mileage @ 90¢ per mile for use of personal vehicle; tolls; parking (including airport parking); lodging where deemed necessary and reasonable due to location of hearing; and any cancellation fees or change fees charged by airlines, hotels, rental car companies, etc. Meals are not charged to parties.</p>
<i>Travel Time</i>	<p>Travel on hearing dates exceeding two hours one way may be charged on a prorated per diem basis. Necessary travel on days other than hearing dates (e.g., due to location or starting time) will be billed as follows: half a day for trips up to 4 hours, a full day for trips between 4 and 8 hours, and an additional half day for each additional 4 hours; parties will not be charged for travel that in my judgment is discretionary. Days reserved for necessary travel are subject to cancellation fees as noted above.</p>
<i>Clerical Fee</i>	<p>A clerical fee will be charged based on the length of any written opinion or award @ \$15.00 per page; additional clerical fees may be charged in unusual circumstances.</p>
<i>Other Expenses</i>	<p>Other necessary expenses, including any applicable taxes and fees, may be billed to the parties.</p>
<i>Invoices</i>	<p>An invoice will be issued with my award or following the late cancellation or postponement of a scheduled hearing date. Interim invoices may be issued at my discretion after each day of hearing or after the late cancellation or postponement of any scheduled hearing date.</p> <p>In "loser pays" cases, interim invoices may be issued at my discretion; in such cases each party will be required to pay half of all charges when billed, and the losing party will be required to reimburse the prevailing party for such interim payments upon my issuance of the final award.</p>
<i>Advance Payment</i>	<p>Advance payment is required if an individual is personally responsible for payment of any portion of these fees; in such cases, each party will be required to pay its respective share of all estimated fees and expenses at least 30 and up to 60 days prior to the commencement of the hearing; any excess payment will be refunded at the conclusion of the proceeding.</p>
<i>Interest</i>	<p>Simple interest at 1½ percent per month (18 percent per annum) may be added to any account that remains unpaid for more than 30 days after issuance of any invoice.</p>
<i>Liability</i>	<p>All fees and expenses charged in accordance with this schedule will be split evenly between the parties unless controlling legislation or the parties' agreement provides otherwise (e.g., employer pays, loser pays, etc.); however, if any party fails or refuses to pay its share in accordance with such provision(s), both parties will be held jointly and severally liable for all fees and expenses.</p>
<i>Acceptance</i>	<p>Unless I agree in writing to terms different from those herein, the utilization of my services constitutes a party's acceptance of these terms regardless of the provisions of any agreement between the parties.</p>