

**DAVID M. BLAIR**  
**Blair Vestigo & Hamilton**

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**OCCUPATION:** Attorney, Arbitrator and Mediator.

**ARBITRATION EXPERIENCE:** Arbitration advocate and presenter from 1975 to 2002. Labor Arbitrator since 2002.

**Panel Memberships:** Federal Mediation & Conciliation Service (FMCS # 3880)  
Oregon Employment Relations Board  
California Department of Industrial Relations  
Washington State Public Employment Relations Commission

**Industries:** Communications, Education, Health Care, Hospital/Nursing Home, Police and Fire, Emergency Services, Correctional Institutions/Prisons, Stone/Quarry, Mining, Transportation, Steel Mills, Water Control and Electrical Generation, Utilities, Newspaper, Community College, Public School District, City, County and Federal Government.

**Issues:** Arbitrability, Bargaining Unit Work, Demotion, Discipline (Non-Discharge), Discipline (Discharge), Job Performance, Job Posting/Bidding, Layoffs/Bumping/Recall, Management Rights, Past Practices, Seniority, Contracting Out, Wages, Work Hours/Schedules/Assignments, Working Conditions/Work Orders, Contract Interpretation, and Interest Arbitration.

27 years experience representing both management and labor in the area of labor and employee relations.

Member of Oregon State Bar since 1987.

**EMPLOYMENT EXPERIENCES:**

**CURRENT:** Attorney and Partner in the law firm of Blair Vestigo & Hamilton, with emphasis on Arbitration and Workplace Mediation, as well as Estate Planning, Probate and Real Estate matters.

**1993 - 2002:** Director of Labor & Employee Relations, Oregon Health & Sciences University, Portland, Oregon. Responsible for all contract negotiations and contract administration including grievance processing and labor arbitrations for employees represented by AFSCME Local Union No. 328 and the Oregon Nurses Association.

**1992 - 1993:** Sole practitioner specializing in Labor and Employment Law on behalf of management, Portland, Oregon. Assisted employers with the grievance and

arbitration process and provided workplace trainings for supervisors. Authored legal fact sheet, "Oregon's New Family Leave Act," and a number of other informational documents.

1990 - 1992: Director of Professional Health Care Services, United Food and Commercial Workers Union Local 555, Tigard, Oregon. Responsible for all contract negotiations and contract administration for technical and professional health care employees. Responsibilities also included labor arbitrations and covered private and public sectors in Oregon and Washington. Served as Trustee on the Local 555 Pharmacists' Pension Plan.

1981 – 1990: Labor Relations Representative, Oregon Nurses Association, Tigard, Oregon. Responsible for organizing new public and private sector bargaining units within Oregon as well as contract negotiations and contract administration for existing bargaining units. Also responsible for labor arbitrations and representation before the National Labor Relations Board, State of Oregon Employment Relations Board and Employment Division.

1975 – 1981: President, Blair Services Inc., Portland, Oregon. Provided a full range of labor relations services on behalf of management throughout the Pacific Northwest. Served as Executive Director for two building trades organizations and Broker of Record for Health Insurance Trust.

**EDUCATION:** J.D. (1986), Northwestern School of Law, Lewis and Clark College, Portland, Oregon; B.S. (1975), Western Oregon University, Monmouth, Oregon.

**OTHER EXPERIENCE:** Member, Oregon State Bar since 1987; Member, Oregon State Bar Labor and Employment Law Section since 1987; Member and former Program Vice President, Oregon Chapter, Labor and Employment Relations Assn. (LERA) formerly Industrial Relations Research Assn. (IRRA).

#### **FEES:**

**Arbitration and Fact-finding:** \$ 1,200.00 per day (includes travel time, study, research & writing), plus reasonable travel costs and expenses. Significant travel expenses may be required in advance as noted below.

**Mediation and Facilitation:** \$ 200.00 per hour (includes preparation, travel and contact time), plus travel costs and expenses.

**Cancellation or Postponement:** One day's fee if notice of cancellation or postponement is received thirty (30) or more days prior to hearing. Notice of cancellation or postponement within thirty (30) days of the hearing will be assessed per diem fee for each scheduled hearing day. The parties shall also be responsible for all non-refundable and customary expenses incurred by the arbitrator on behalf of the parties.

**Advance Travel Payments:** The arbitrator reserves the right to require advance travel payments from the parties where the assignment requires significant travel commitments and the necessity to arrange for such travel in a timely manner in order to secure favorable travel costs.