

Norman Brand, Esq.
Labor-Management Arbitrator

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ARBITRATION/LABOR RELATIONS EXPERIENCE

- 1983 – Present: Full-time Arbitrator/Mediator
- 1993-1997, Adjunct Professor, Hastings College of Law
- 1978-1983, Professor, Albany Law School
- 1976-1978, Labor Counsel, Emergency Financial Control Board for New York City
- 1975-1976, Executive Assistant to the Director, NYS Governor's Office of Employee Relations

PROFESSIONAL AFFILIATIONS

- College of Labor and Employment Lawyers (President 2017, Board of Governors, Secretary, Treasurer, Vice President)
- The American College of Employee Benefits Counsel (Fellow)
- Bar Association of San Francisco, Labor & Employment Law Section, Executive Committee (2010-2020)
- National Academy of Arbitrators, (Past Regional Chair)
- UCSF Medical Center, Institutional Review Board, (Outside member, 2007-present)

EDUCATION

University of California, Davis, J.D., 1975

Arizona State University, Ph.D. (English), 1971

Harpur College, State University of New York Binghamton, B.A. (English, Biology), 1966

CERTIFICATIONS

New York State Bar, 1984

California State Bar, 1976

ROSTERS

- AAA National Employment Disputes Panel
- AAA National Panel of Labor Arbitrators
- AAA Tribal Labor Panel
- National Academy of Distinguished Neutrals
- California PERB
- California State Mediation & Conciliation Service
- Federal Mediation and Conciliation Service
- National Mediation Board
- Oregon Employment Relations Board

PANELS

- AC Transit Retirement Board
- Affiliated Hospitals of San Francisco/CNA
- Anheuser-Busch & IBT 896
- AT&T/CWA/TIU
- AT&T Mobility LLC & CWA District 9
- BART & SEIU Local 1021
- California State University & CSUEU
- California State University & California Faculty Association
- City and County of San Francisco & SEIU
- Clark County, Nevada & SEIU Local 1107
- Clark County School District & Clark County Education Association
- County of Sacramento & Public Employees Union
- County of Santa Clara & CCPOA
- CalHR & SEIU Local 1000
- CalHR & CCPOA
- Directors Guild of America
- Health & Welfare Trust Fund & SEIU Local 22
- International Association of Fire Fighters Local 4437 & University of California Davis
- Kaiser Permanente & CNA
- Lockheed Martin & IAMAW
- National Master United Parcel Service Agreement, the Western Conference of Teamsters Supplemental Agreement & Northern California Package Rider and Northern California Sort Agreement
- Safeway, Inc. & Teamsters Local 439
- Santa Clara Valley Water District & IFPTE Local 21
- Teamsters Local 150 Fluid Milk and Ice Cream Agreement
- Teamsters Local 533 & Disposal Services
- University of California & CUE Teamsters Local 2010
- Walt Disney Parks and Resorts & American Guild of Variety Artists
- Writer's Guild of America & Alliance of Motion Picture and Television Producers
- Yolo County Office of Education & CSEA

SELECTED PUBLICATIONS

- Brand, Norman. Rev. of *Toward a New Federal Law of Arbitration*, by Thomas E. Carbonneau. *Dispute Resolution Magazine* (Summer 2015:24-27). Print.
- Co-Editor in Chief (with M. Biren), [*Discipline and Discharge in Arbitration*](#), 3rd ed. (BNA: 2015). Editor in Chief, 1st ed. (BNA: 1998). Co-Editor in Chief (with M. Biren), 2nd ed. (BNA: 2008).
- *Labor Arbitration: The Strategy of Persuasion*, 2nd ed. (San Francisco: 2006)
- Editor, [*How ADR Works*](#) (Washington: BNA, 2002)
- Co-Author, *Designing Integrated Conflict Management Systems* (Cornell Studies in Conflict and Dispute Resolution: 2001)
- *ADR Personalities and Practice Tips*, Chapter 8, American Bar Association - Section of Dispute Resolution (Washington: 1998)
- "Due Process in Arbitration," in Bornstein and Gosline *Labor and Employment Arbitration*, (Matthew Bender:1994, 2000)

- “Learning to Use the Mediation Process - A Guide for Lawyers,” 47 Arbitration Journal 6 (December, 1992), reprinted in Craver & Brunet eds. *Alternative Dispute Resolution*, (MICHIE: 1997)

PUBLISHED CASES

For Interest Arbitration Cases see:

<http://www.lawmemo.com/arb/arbitrator/brand.norman.htm>

City of Stockton -- December 9, 1996, 108 Lab. Arb. (BNA) 1201

UAW Local 2350 and CSEA, SEIU Local 1000 Grievance: 401(k) Plan Dispute

July 8, 1996, 1996 WL 931806

Z and Lafayette Park Hotel April 25, 1996, 1996 WL 932598 (Arb.)

Salt Lake Police Association and Salt Lake City Corporation, Salt Lake City Police Department

January 23, 1996, 1996 WL 932599 (Arb.)

Paratransit, Inc. -- June 3, 1993, 100 Lab. Arb. (BNA) 981

Webster Central School District -- April 7, 1983, 80 Lab. Arb. (BNA) 1138

Greenwich Central School District (NY) and Greenwich Teachers Association

November 22, 1996, 334 Arb in the Schools, December 1997

DOD, Dependents Schools, Tokyo, Japan and NEA/OEA, 94. FLRR2-1265 LAIRS 21634;

FMCS 94-02109, July 16, 1994

FEES

\$3,500 *per diem* charge applies to all or any part of a hearing day. If a hearing exceeds eight hours in a single day, there will be a second *per diem* charge. *Per diem* charge applies pro rata to actual time spent reviewing testimony, exhibits, and processing Opinion and Award. Two days of study time will ordinarily be charged for a one day hearing. Late cancellation fee: *Per diem* charge applies for all postponed or cancelled dates unless more than 30 calendar days' notice. If three or more consecutive dates scheduled, 50 calendar days' notice required. In computing the calendar days, neither the day notice is given nor the day of the hearing is included. Travel and subsistence expense where applicable. Air fare is the lowest unrestricted fare available for convenient flights at the time of purchase, in coach for flights of less than 2.5 hours, and in business class for longer flights. Bills are due and payable upon receipt by parties. Unpaid bills accrue interest of 1% per month (12.68% APR).