

**Public Employment Relations Board
80 Wolf Road, Suite 500
Albany, NY 12205-2656**

RESUME OF PANEL ARBITRATOR

JOHN E SANDS

Occupation: ARBITRATOR AND MEDIATOR

Roseland, NJ 07068

EDUCATION:

A.B., PRINCETON UNIVERSITY (1962)

J.D., YALE LAW SCHOOL (1965)

PROFESSIONAL AFFILIATIONS:

Member, National Academy of Arbitrators (Former Chair, Region 2), Former Chair of Labor and Employment Law Sections of these three associations: NYS Bar Association, Association of the Bar of the City of NY, and Association of American Law Schools. Executive Committee, NJSBA Labor and Employment Law Section; Former Chair, American Arbitration Committee of International Foundation of Employee Benefit Plans. Former President, Capital District Chapter of IRRA. President and Governor, The College of Labor and Employment Lawyers. Fellow, American College of Employee Benefit Counsel. Others..

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

I have arbitrated more than 4,000 cases covering the full range of contract, statutory, employee benefit, disciplinary and interest arbitration issues in several hundred private sector industries and public sector operations. Contract designations have included, among others, National Hockey League with NHL Player Association, National Football League with NFL Players Association, Metro North with UTU, DGA and SAG with Entertainment Industry, NYTU with NY Post and Daily News, SIU and MEBA with Maritime Industry, ILA with Longshore Industry, Elevator Constructors with National Elevator Industry, Verizon and ATT with CWA and IBEW, various school districts with AFT and NEA unions, State of NY with various unions, Major League Baseball Salary Disputes, and others.

MEDIATION & FACT FINDING EXPERIENCE:

In New York State since 1972 and in New Jersey since 1976 I have mediated and "fact-found" more than 400 public- and private- sector labor-management collective bargaining impasses pursuant to designations by PERB, PERC, OCB, mini-PERBS in Suffolk and Onondaga counties, NYSERB and New Jersey State Mediation Boards as well as by direct designation of the parties. I have also mediated several hundred contract grievances and employment law disputes.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Former professor of law, Albany Law School; former General counsel, NYC Office of Labor Relations (representing management); former partner, Schulman, Abarbanel, et al. (representing labor).

PER DIEM RATE: \$2,000

ADJOURNMENT FEE: \$2,000 unless cancelled more than three weeks' written notice or six weeks for multiple dates.

PER DIEM FEE: \$4,000 ERISA/MPPAA, Trustee Deadlock, and Interest Arbitrations.

SIGNED AND SUBMITTED BY ARBITRATOR SANDS ON August 14, 2013

Public Employment Relations Board
80 Wolf Road, Suite 500
Albany, NY 12205-2656

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: JOHN E SANDS

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2,000 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 8 hours, I charge:

a second full per diem a prorated per diem

no additional charge other (describe)

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$2,000 for each day spent in preparation of the opinion and award.

(2) This charge will will not be prorated for partial days devoted to such preparation.

(3) Additional comments:

C) TRAVEL TIME AND EXPENSES.

(1) When travel time plus hearing time exceeds _____ hours in a calendar day:

Not applicable (no additional charge)

I charge as follows (describe): MY \$2,000 PER DIEM CHARGE APPLIES ONLY WHEN ACTUAL TRAVEL TIME EXCEEDS SIX HOURS.

(2) I charge for actual, travel-related expenses incurred in connection with the case YES NO.

Where appropriate, a mileage charge for auto travel will be billed at:

Prevailing IRS rate Other (describe): \$.56 PER MILE

(3) When the scheduled hearing day(s) requires an overnight stay:

There is no charge, other than for lodging and subsistence.

I charge as follows (describe): AN ADDITIONAL ONE-HALF DAY'S PER DIEM CHARGE.

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of **\$2,000** will be charged unless I receive notice of a postponement or cancellation:

_____ within _____ calendar days of the scheduled hearing date

 X other (describe): \$2,000 PER DIEM CHARGE APPLIES FOR ALL POSTPONED OR CANCELLED HEARING DATES UNLESS I RECEIVE MORE THAN 3 WEEKS' NOTICE (6 WEEKS FOR MULTIPLE DATES) OR I AM ABLE TO SCHEDULE A REPLACEMENT HEARING.

E) ADDITIONAL CHARGES. I charge separately for expenses incurred in connection with the following:

Docketing (describe): _____ Yes X No

Duplication Yes X No

Fax Yes X No

Finance or late payment charge (describe): _____ X Yes No
1% PER MONTH FOR AMOUNTS MORE THAN 30 DAYS OVERDUE*

Postage Yes X No

Secretarial Yes X No

Telephone Yes X No

Other (describe): _____

F) GENERAL TERMS.

(1) Billing for fees and expenses will be divided equally between the parties unless otherwise required by the collective bargaining agreement or the conditions of the appointment.

(2) Other conditions (describe) *Although my initial bill will note each party's one-half share, applicable law makes both parties jointly and severally responsible for the entire amount due. My bill is payable when rendered. Accounts more than thirty (30) days overdue will be subject to a finance charge of one percent (1%) a month, which is an annual percentage rate of 12.68%.

G) OTHER INFORMATION/COMMENTS.

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IMPORTANT

THIS FORM IS NOT INTENDED TO SUGGEST THE SERVICES FOR WHICH AN ARBITRATOR SHOULD OR SHOULD NOT CHARGE. IT PRESENTS THE MOST RECENT INFORMATION PROVIDED BY THE NAMED ARBITRATOR TO THE NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD, WHICH BEARS NO RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED ON THE FORM, OR FOR VARIANCES IN ACTUAL PRACTICE BY THE ARBITRATOR.