

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

RESUME OF PANEL ARBITRATOR

FULL NAME: MARTIN HENNER
CITY, STATE, ZIP: ROSLYN HEIGHTS, NY 11577
OCCUPATION: ATTORNEY-ARBITRATOR-MEDIATOR

EDUCATION:

UNIVERSITY OF CHICAGO SOCIOLOGY AND ECONOMICS
UNIVERSITY OF WISCONSIN LAW SCHOOL, JURIS DOCTOR, 1969
COLUMBIA UNIVERSITY POLICY PLANNING AND ORGANIZATION

PROFESSIONAL AFFILIATIONS:

LABOR ARBITRATION PANELS: US Federal Mediation & Conciliation Service and US National Mediation Board (Airline & RR Disputes); American Arbitration Assoc. PUBLIC PANELS: NY, CA, RI, OR, WA, MT, HI, NYC, LA.
PERMANENT PANELS: FAA/National Air Traffic Controllers Assoc. First Student, Inc./Teamsters Local 959; State of AK/Alaska State Employees Employees Assoc.(AFSCME) State of AK/Alaska Correctional Officers Assoc.; US Postal Service/APWU; Social Security Admin./AFGE; Kaiser-Permanente/SEIU, Local #49

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Allegro Carting-Teamsters 813, 111 LA 152; Anchorage Mun Power-IBEW 1547, 105 LA 840; Capital Med Center-United Staff Nurses 141, UFCW, 123 LA 325; City of Boulder-IAFF 900, 03-1 ARB ¶3417; Clark Co PUD-IBEW 125, 103 LA 404&105 LA 325&115 LA 1691; Columbia Aluminum Corp-United Steelworkers 8147, 102 LA 274; Connetquot Central School Dist-Connetquot Clerical Assn, 00-2 ARB ¶3620; Copper Valley Elec Assn-IBEW 1547, 98-1 ARB ¶5126; First Student-Teamsters 959, 31 LAIS 174; Gaylord Container Corp-Teamsters 326, 107 LA 431; Honolulu Police Dept-SHOPO, 127 LA 148; Kaiser Permanente-SEIU 49, 99 LA 490; King Broadcasting-AFTRA, 114 LA 146; Lake Wash School Dist-Lake Wash Ed Assn 120 LA 1081; Lane Co-AFSCME 2831, 127 LA 739; Lockheed Martin-Machinists Lodge 709, 97-1 ARB ¶3027; City of LA-SEIU 347, 114 LA 1064; City of LA-LA Police Protective League, 122 LA 104; Matanuska Elec Assn-IBEW 1547, 98-1 ARB ¶5014&109 LA 508; Montana Power Co-IBEW 1638, 112 LA 818; NYC-AFSCME Council 37, 106 LA 255&109 LA 45&118 LA 132; NYC-Teamsters 237, 116 LA 1074; NYC-IBEW 3, 118 LA 961; Oregon Real Estate Agy-AFSCME 3581, 119 LA 436; Ossining-Ossining Police Assn, 114 LA 1761; Portland-Portland Police Commndng Off. Assn, 93-1 ARB ¶ 3076; Portland-Portland Police Assn, 104 LA 647; US Bureau of Prisons-AFGE 1302, 102 FLRR 2-1046; US Army-AFGE 1834, 111 LA 737; US Navy-Machinists Local 282, 116 LA 662; Virgin Islands Dept of Justice-Seafarer's Int'l Union 125 LA 627; Washington-UFCW 365, 123 LA 413; Washington-Washington Fed of State Emp 126 LA 665; 126 LA 970; XPEDX International Paper-Teamsters 206, 127 LA 1524; Yakima School Dist-Yakima Ed Assn, 122 LA 1094

MEDIATION & FACT FINDING EXPERIENCE:

United States District Court Mediation Panel; US Department of Agriculture, (Migrant Labor & Environmental Mediation); US Post Office REDRESS Program (EEO mediation); OR Dept of Education: Special Ed Mediation.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Professor of Law, Management-Labor Relations, Health Care Administration, University of Connecticut, 1977-1979; Cal State University, Long Beach, 1979-1982; On leave, 1980-81, to the University of Paris (Fulbright Lecturer); Oregon State University, 1986-1988.
Labor Law/Labor Relations, Oregon, AFSCME, 1981-1986; General Legal Practice: Palo Alto, CA 1970-1971;

PER DIEM FEE: \$1,200

ADJOURNMENT FEE: \$1,200 with less than 15 business days notice; \$600 Otherwise

SIGNED AND SUBMITTED BY ARBITRATOR HENNER ON JANUARY 17, 2012

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

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: MARTIN HENNER

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1,200 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 7 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 \$1,200 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 7 hours in a calendar day:

Not applicable (no additional charge)

I charge as follows (describe): HALF RATE FOR TRAVEL TIME

(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):

(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):

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of **\$1,200** will be charged Per Scheduled Day unless I receive notice of a postponement or cancellation:

X Other (describe): WITH LESS THAN 15 BUSINESS DAYS NOTICE

If the scheduled hearing is postponed or canceled with notice of less than 15 business days, the per diem fee for each day of hearing will be charged. With notice of more than 15 business days but less than 2 calendar months, one-half the per diem fee for each day of hearing shall be charged if another matter cannot be set in its place.

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

- Docketing (describe): _____ Yes No
- Duplication Yes No
- Fax Yes No
- Finance or late payment charge (describe): _____ Yes No
- Postage Yes No
- Secretarial Yes No
- Telephone Yes 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):

G) OTHER INFORMATION/COMMENTS.

SIGNED AND SUBMITTED BY ARBITRATOR HENNER ON JANUARY 17, 2012

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.