

**Public Employment Relations Board
PO BOX 2074, ESP Agency Bldg. 2, Floor 20
Albany, NY 12220-0074**

RESUME OF PANEL ARBITRATOR

HOWARD STIEFEL

Occupation: LABOR & EMPLOYMENT ARBITRATOR

FRESH MEADOWS, NY 11365

EDUCATION:

QUEENS COLLEGE - B.A., 1977

NEW YORK UNIVERSITY SCHOOL OF LAW - J.D., 1980

NEW YORK UNIVERSITY SCHOOL OF LAW - LL.M. LABOR LAW, 1984

PROFESSIONAL AFFILIATIONS:

Member: LERA, New York State Bar Association Labor and Employment Section, SFLERP

Panels: AAA, FMCS, NYPERB, NYS Department of Education 3020-a Panel, NJ State Mediation Board, NYC OCB, NMB, NJ Public Employment Relations Commission, FINRA.

Permanent Panels: Social Security Administration and American Federation of Government Employees Regular and Expedited Panels, New York State/CSEA Disciplinary Panel.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Conducted labor arbitration hearings since 1987. Arbitrability, management rights, holidays, overtime, personal leave, sick days, seniority and promotion and out-of-title work, work rules, NY GML Section 207, resignation, absenteeism and tardiness, poor performance, off-duty misconduct, insubordination, theft, drug & alcohol abuse and sexual harassment are among the issues that have arisen in cases I have decided.

Have heard wide variety of NYS Education Law Section 3020-a cases in NYC as well as other downstate and upstate school districts involving allegations such as verbal abuse, corporal punishment, sexual harassment, insubordination, conduct unbecoming, neglect of duty and immoral character. In addition, since 2010, have served as panel chairperson on employment-related arbitrations in the securities industry.

MEDIATION & FACT FINDING EXPERIENCE:

Mediated cases involving claims of race, sex, age, religion and national origin discrimination by federal government employees for EEOC, 1997-98; Member of United States Postal Service panel for mediation of EEO disputes 1998-2000.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Editor, Employment ADR, Employee Benefits and Corporate Law Publications, Law Journal Press, 2000-June 2013; Editor, Publication Manager and Staff Author of labor-management relations publications at Matthew Bender Co., 1981-95. Associate General Editor, *Labor and Employment Arbitration*, 1988-95. Author, "The Labor Arbitration Process: NYSBA Survey," *Labor Lawyer*, 1992. Speaker and participant in labor arbitration panel, New York State Bar Association Labor and Employment Law Section Meeting, October 1991. Author, "Miscellaneous Employee Benefits," *Labor and Employment Arbitration* (Bornstein & Gosline, eds.). Published decisions, *AAA Labor Arbitration in Government*, July 2000; 111 LA 733 (1998).

PER DIEM FEE: \$1,400

ADJOURNMENT FEE: One day's fee if case cancelled or postponed within two (2) weeks of scheduled hearing date.

SIGNED AND SUBMITTED BY ARBITRATOR STIEFEL ON August 28, 2014

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: HOWARD STIEFEL

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1,400 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 ___x___ a prorated per diem

___ no additional charge _____ other (describe)

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$1,400 for each day spent in preparation of the opinion and award.

(2) This charge X 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 ___10__ hours in a calendar day:

___ Not applicable (no additional charge)

X I charge as follows (describe): TRAVEL TIME CHARGED FOR CASES OUTSIDE OF THE NEW YORK CITY METROPOLITAN AREA WHEN NO OVERNIGHT STAY IS INVOLVED.

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

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

X 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.

X I charge as follows (describe): ONE-HALF DAY'S FEE PLUS FOOD AND LODGING.

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of **\$1,400** will be charged unless I receive notice of a postponement or cancellation:

within **14** calendar days of the scheduled hearing date

_____ other (describe):

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 STIEFEL ON August 28, 2014

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.