

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

RESUME OF PANEL ARBITRATOR

FULL NAME: Dean L. Burrell

CITY, STATE, ZIP: Morristown, New Jersey 07960

OCCUPATION: Arbitrator/Mediator/Fact-Finder

EDUCATION:

LL.M., Georgetown University Law Center, Labor and Employment Law, 1991
J.D., Washington College of Law, The American University, 1986
B.S., Cornell University, School of Industrial & Labor Relations, 1979

PROFESSIONAL AFFILIATIONS:

American Arbitration Association (Labor Panel), Federal Mediation and Conciliation Service (Panel), New Jersey State Board of Mediation (Panel), New Jersey Public Employment Relations Commission (Panel), SEIU Local 32B-32J and Realty Advisory Board (Permanent Panel), United Federation of Teachers and New York City Dept of Education Panel (Permanent Panel), Port Authority of New York and New Jersey Employment Relations Panel (Hearing Officer), NJ Courts R.1:40 Qualified Mediator (Roster of Court-Approved Civil Mediators), EEOC Outside Mediator, Financial Industry Regulatory Authority (Arbitrator).
Cornell University Industrial & Labor Relations Alumni Assoc. (Past President), LERA (Arizona LERA past president, NJ board member), American Bar Association Labor and Employment and ADR Sections, NJ Bar Association L&E (executive committee member) and ADR Sections, Sidney Reitman Labor and Employment Inn of Court (Master of the Bench), New York Bar Association L&E and ADR Sections, National Bar Association ADR and L&E Section (former board member), Garden State Bar Association (NBA NJ affiliate, former president-elect, board member), NLRB Region 22 Practice and Procedure Committee.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Discharge, discipline, health coverage eligibility, accrual of sick leave and personal time while on Worker's Compensation leave, rehired employees' eligibility for termination pay, corporal punishment and misconduct against students by teachers, teacher incompetence cases, reinstatement rights post-Worker Compensation.

MEDIATION & FACT-FINDING EXPERIENCE:

EEOC Outside Mediator NYC Region (approximately twenty plus successful mediations in New York and NJ), NJ Courts R.1:40 Qualified Mediator (Roster of Court-Approved Civil Mediators)(approximately a dozen plus successful mediations in New Jersey State court under the Law Against Discrimination), Workplace violence, harassment, and racial discrimination fact-finding for agencies of the United States and private sector employers.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Vice President of Labor Relations (Republic Services aka BFI and Allied Waste), Director of Labor Relations (Penske Truck Leasing, First Energy); Fox Rothschild (formerly Grotta Glassman, management-side law firm); National Labor Relations Board (Region 5 and Special Litigation Branch), District of Columbia PERB (attorney-advisor); Adjunct Professor of Labor Law (Arizona Summit Law School)

PER DIEM FEE: \$ 1,400

ADJOURNMENT FEE: \$ 1,400

SUBMITTED BY ARBITRATOR DEAN L. BURRELL ON JANUARY 2, 2018

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **Dean L. Burrell**

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 XX 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 will 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)

XX I charge as follows (describe): Per diem rate if actual travel time exceeds six hours

(2) I charge for actual, travel-related expenses incurred in connection with the case XX YES

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

XX Prevailing IRS rate Other (describe):

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

XX 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 \$ 1,400 will not be charged unless I receive notice of a postponement or cancellation:

Within 21 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): No

Duplication No

Fax No

Finance or late payment charge (describe): Yes
1% per month for amounts more than 30 days overdue*

Postage No

Secretarial No

Telephone 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:

SUBMITTED BY ARBITRATOR DEAN L. BURRELL ON JANUARY 2, 2018

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.