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

#### **RESUME OF PANEL ARBITRATOR**

FULL NAME: Ira Steven Cure

CITY, STATE, ZIP: Brooklyn, New York 11201

OCCUPATION: Attorney/Arbitrator

**EDUCATION:** BA SUNY Binghamton, 1975; MS Labor Studies, University of Massachusetts 1977; JD Brooklyn Law School 1983

<u>PROFESSIONAL AFFILIATIONS:</u> Member of the National Academy of Arbitrators 2016; Member of the New York Bar 1984; Member of the New Jersey Bar 1989; New Jersey Bar Association Labor and Employment Committee, New York State Bar Association Labor and Employment Section; New York LERA; Association of the Bar of the City of New York.

# ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Full time Arbitrator and Mediator in both public and private sector cases. Resolution of disputes arising under collective bargaining agreements, and individual employment contracts. Member of the following panels: New York State Public Employment Relations Board (Public and Private Sectors); New Jersey Public Employment Relations Commission (Interest Arbitration Panel and Grievance Panel); FMCS; AAA's Labor Panel; AAA's Employment Panel; New York City Office of Collective Bargaining Arbitration Panel; New Jersey State Mediation Board; National Mediation Board's Roster of Arbitrators; the FINRA panel; UPS and IBT Local 177 Discipline Panel; and Verizon New Jersey and IBEW Local 827. Public sector cases include experience with a number of bargaining units including those working in: public transportation, fire, police and public safety, education, supervisory units and town blue collar employees. Private sector experience includes bargaining units in the following industries: entertainment, construction, public utilities, garment, insurance, finance, trucking, manufacturing, building services, health and others.

Issues include: interest arbitration, application and interpretation of contracts, discharge and discipline, arbitrability, bargaining unit work, benefits, compensation, contracting out, insubordination, job performance, jurisdiction, management rights, off-duty conduct, sexual harassment, seniority, theft, time and leave issues, workplace threats and violence, and working conditions.

<u>MEDIATION & FACT-FINDING EXPERIENCE:</u> Member of the New Jersey Public Employment Relations Commission's Interest Arbitration Panel. Mediated a number of collective bargaining agreements.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE: Prior to becoming a full time arbitrator: Senior Counsel, Writers Guild of America, East, (2008-2010); Counsel Broach & Stulberg, LLP (2005-2008); Member of Kennedy Schwartz & Cure, PC (1995-2005); Member & Associate of Lewis Greenwald Kennedy Lewis Clifton & Schwartz, PC (1984-1995). Extensive experience in all aspects of labor and employment law.

Adjunct Professor, St. John's University School of Law, taught class entitled: "Labor and Employment Arbitration", Spring 2012 and Fall 2014.

Panelist, New Jersey Public Employment Relations Commission Arbitration Symposium - Issues in Disciplinary Terminations, October 16, 2015.

Moderator, Brooklyn Bar Association Panel, "Court Mandated Mediation", March 31, 2014.

Faculty Member, United States District Court, SDNY program "Employment Law Training for Mediators", February 27, 2014.

Panelist, American Arbitration Association program "Introduction to Labor Arbitration Advocacy", October 3, 2012. Panelist, Association of the Bar City of New York: "The National Labor Relations Act: Recent Developments & Issues before the NLRB", March 2011.

Panelist at Brooklyn Law School's Entertainment and Sports Law Society "Developments in Entertainment Law",

November 2009Panelist at Cardozo Law School's program entitled "Strike Up the Band; When Entertainment Unions Go on Strike", February 2009Moderator of Panel at the Association of the Bar of the City of New York entitled: "Ethics in Labor & Employment Law; Issues for Attorneys and Arbitrators"; presented paper "Labor Arbitration" v. Employment Arbitration", June 2006Co-author, Employment Law Handbook for Non-Lawyers, Association of the Bar of the City of New York, August 2006

PER DIEM FEE: \$ 1500.00 per day

**ADJOURNMENT FEE:** \$ 1500.00 Full per diem for postponement or cancellation within ten full business days of the hearing.

SUBMITTED BY ARBITRATOR CURE ON June 27, 2016.

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# **BILLING DISCLOSURE STATEMENT**

| ARBITRATOR'S NAME: Ira Steven Cure   |
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| The following is a description of my fees and expenses:  |
| A) HEARING TIME.   |
| (1) My per diem is \$_1500 for each day or any part thereof spent hearing a case.  |
| (2) If a hearing day exceeds hours, I charge:  |
| no additional charge other (describe) :  |
| (3) Additional comments:   |
| B) STUDY TIME.   |
| (1) I charge \$ 1500 for each day spent in preparation of the opinion and award.   |
| (2) This charge will be prorated for partial days devoted to such preparation after the initial day of study time.                   |
| (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)  |
| (2) I charge for actual, travel-related expenses incurred in connection with the case YES if outside the New York Metropolitan area. |
| Where appropriate, a mileage charge for auto travel will be billed at:   |
| Prevailing IRS rate  |
| (3) When the scheduled hearing day(s) requires an overnight stay:  |
| There is no charge, other than for lodging and subsistence.  |
| (4) Additional Comments:   |

# D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 1500 will be charged unless I receive notice of a postponement or cancellation:

Within calendar days of the scheduled hearing date

Other (describe): ten full business days

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

| Docketing (describe):                      | No |  |
|--|----|--|
| Duplication                                | No |  |
| Fax  | No |  |
| Finance or late payment charge (describe): | No |  |
| 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):
- G) OTHER INFORMATION/COMMENTS:

### **SUBMITTED BY ARBITRATOR CURE ON June 27, 2016**

### **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.