

**Public Employment Relations Board
PO BOX 2074, ESP AGENCY BLDG 2, FLS 18 & 20
Albany, NY 12220-0074**

RESUME OF PANEL ARBITRATOR

FULL NAME: Sarah Miller Espinosa

CITY, STATE, ZIP: Glenville, NY 12302

OCCUPATION: Arbitrator. Mediator.

EDUCATION:

JD, Law, University of Connecticut, 1999

BS, School of Industrial and Labor Relations, Cornell University, 1995

PROFESSIONAL AFFILIATIONS:

Association for Conflict Resolution, ACR Ethics Committee Co-Chair; Society of Federal Labor & Employee Relations Professionals, DC Chapter, Treasurer; American Bar Association, Labor & Employment Law & Dispute Resolution Sections; Labor & Employment Relations Association; International Ombudsman Association; Licensed to practice law in the courts of New York State.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

ARBITRATION ROSTERS and PANELS: American Arbitration Association Labor Arbitration Panel; Federal Mediation and Conciliation Service Labor Arbitration Panel; National Mediation Board Arbitration Panel; New York State Public Employment Relations Board Voluntary Arbitration Panel; Pennsylvania Bureau of Mediation, Department of Labor and Industry, Arbitration Panel; New Jersey Public Employment Relations Commission Labor Arbitration Panel; Cornell University Roster of Neutrals; Board of Education of the City School District of the City of New York and the United Federation of Teachers, Local 2, AFT, AFL-CIO §3020-a Teacher Tenure Panel; Maryland Transportation Authority & Amalgamated Transit Union; District of Columbia Public Employee Relations Board; City of Baltimore Civil Service Commission Chief Hearing Officer.

Issues handled include: absenteeism; arbitrability; bargaining unit work; conduct (off-duty); demotion; disability; discrimination; discipline (discharge); discipline (non-discharge); drug/alcohol offenses; fringe benefits; hiring practices; holidays; insurance; layoffs/bumping/recall; leave; management rights; official time; promotion; retirement; safety/health; seniority; sexual harassment; subcontracting; tenure/reappointment; union security; vacation; violence or threats; wages; work hours/schedules/assignments; working conditions.

MEDIATION & FACT-FINDING EXPERIENCE:

Nuclear Regulatory Commission Early ADR Mediation Panel (whistleblower and regulatory issues); mediated numerous workplace issues and grievances; mediated collective bargaining impasses.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

2017-Present: Adjunct Faculty/Instructor: University of Maryland Baltimore County (UMBC) (Public Personnel Management); Montgomery College (Conflict Resolution in the Workplace; Workplace Investigations & Employee Discipline); and Cornell University, Scheinman Institute on Conflict Resolution (Ethics in ADR). **2013-2016:** established the Montgomery College Office of the Ombuds & served as Impartial College Ombuds. **2009-2013:** vice president of human resources and director of labor relations for Montgomery College. **2006-2009:** labor relations manager and chief negotiator for Montgomery County Government. **2004-2006:** Appointed and served as a full-time mediator charged with helping the parties to resolve disputes arising during collective bargaining as well as grievances by the Connecticut Department of Labor State Board of Mediation & Arbitration and as the assistant general counsel for the Connecticut State Board of Labor Relations. **1999-2003:** general counsel and chief negotiator for CEUI, Service Employees International Union Locals 511 & 506; **1996:** Legislative Assistant, AFSCME, District Council 37, Albany Legislative Office.

Labor Arbitrator Certificate, Scheinman Institute, Cornell University, ILR School

PER DIEM FEE: \$ 1500

ADJOURNMENT FEE: \$ 1500

SUBMITTED BY ARBITRATOR Sarah Miller Epinosa ON November 29, 2018

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **Sarah Miller Espinosa**

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 8 hours, I charge:

a second full per diem a prorated per diem

no additional charge other (describe) :

(3) Additional comments: The full per diem rate applies to all or any part of a hearing day. If the hearing day exceeds eight (8) hours, additional pro rata charges for the excess time may be made.

B) STUDY TIME.

(1) I charge \$ 1500 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: The per diem rate (rounded to the nearest half day) is applied pro rata on the basis of an eight (8) hour billed day to actual time spent in pre-hearing matters, in review of the record and briefs, in research, in preparation of the Decision and Award, and in any post-hearing matters.

C) TRAVEL TIME AND EXPENSES.

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

Not applicable (no additional charge) in New York State.

I charge as follows (describe):

(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): lodging.

(4) Additional Comments: Reasonable charges may be made for necessary expenses of travel, mileage, lodging, and incidentals that are incurred from closest business office to hearing.

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 1500 will not be charged unless I receive notice of a postponement or cancellation:

Within calendar days of the scheduled hearing date

Other (describe): The full per diem rate for scheduled hearing dates is payable if notice of cancellation or postponement is received less than fourteen (14) business days prior to scheduled hearing date(s).

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:

SUBMITTED BY ARBITRATOR Sarah Miller Espinosa ON November 29, 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.