

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

RESUME OF PANEL ARBITRATOR

JOHN E SANDS

Occupation: ARBITRATOR AND MEDIATOR

Roseland, NJ 07068

EDUCATION:

A.B., PRINCETON UNIVERSITY (1962)
J.D., YALE LAW SCHOOL (1965)

PROFESSIONAL AFFILIATIONS:

Member, National Academy of Arbitrators (Former Chair, Region 2). Past President, Governor, and Fellow of The College of Labor and Employment Lawyers. Former Chair of Labor and Employment Law Sections of these three associations: NYS Bar Association, Association of the Bar of the City of NY, and Association of American Law Schools. Executive Committee, NYSBA and NJSBA Labor and Employment Law Sections. Former Chair, American Arbitration Committee of International Foundation of Employee Benefit Plans. Former President, Capital District Chapter of IRRA. Fellow, American College of Employee Benefit Counsel. Others..

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

I have arbitrated more than 4,500 cases covering the full range of contract, statutory, employee benefit, disciplinary and interest arbitration issues in several hundred private sector industries and public sector operations. Contract designations have included, among others, National Hockey League with NHL Player Association, National Football League with NFL Players Association, Metro North with UTU, DGA and SAG with Entertainment Industry, NYTU with NY Post and Daily News, SIU and MEBA with Maritime Industry, ILA with Longshore Industry, Elevator Constructors with National Elevator Industry, Verizon and ATT with CWA and IBEW, various school districts and universities with AFT, NEA, AAUP and other unions, State of NY with various unions, Major League Baseball Salary Disputes, and others.

MEDIATION & FACTFINDING EXPERIENCE:

In New York State since 1972 and in New Jersey since 1976 I have mediated and "fact-found" more than 500 public- and private- sector labor-management collective bargaining impasses pursuant to designations by PERB, PERC, OCB, mini-PERBs in Suffolk and Onondaga counties, NYSERB, New Jersey State Mediation Board, and Port Authority Employment Relations Panel as well as by direct designation of the parties. I have also mediated several hundred contract grievances and employment law disputes.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Former professor of law, Albany Law School; former General counsel, NYC Office of Labor Relations (representing management); former partner, Schulman, Abarbanel, et al. (representing labor and employee benefit funds).

PER DIEM RATE: \$2,400

ADJOURNMENT FEE: \$2,400 unless cancelled more than three weeks' written notice or six weeks for multiple dates.

PER DIEM FEE: \$4,000 ERISA/MPPAA, Trustee Deadlock, and Interest Arbitrations. \$600/hour for employment law arbitrations.

SIGNED AND SUBMITTED BY ARBITRATOR SANDS ON April 3, 2019

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: JOHN E SANDS

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2,400 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 \$2,400 for each day spent in preparation of the opinion and award.

(2) This charge 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 8 hours in a calendar day:

_____ Not applicable (no additional charge)

X I charge as follows (describe): MY \$2,400 PER DIEM CHARGE APPLIES ONLY WHEN ACTUAL TRAVEL TIME EXCEEDS SIX HOURS.

(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:

_____ Prevailing IRS rate X Other (describe): \$.75 PER MILE

(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): AN ADDITIONAL ONE-HALF DAY'S PER DIEM CHARGE.

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of **\$2,400** will be charged unless I receive notice of a postponement or cancellation:

_____ within _____ calendar days of the scheduled hearing date

 X other (describe): \$2,400 PER DIEM CHARGE APPLIES FOR ALL POSTPONED OR CANCELLED HEARING DATES UNLESS I RECEIVE MORE THAN 3 WEEKS' NOTICE (6 WEEKS FOR MULTIPLE DATES) OR I AM ABLE TO SCHEDULE A REPLACEMENT HEARING.

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

Docketing (describe): _____ Yes X No

Duplication _____ Yes X No

Fax _____ Yes X No

Finance or late payment charge (describe): _____ X Yes No
1% PER MONTH FOR AMOUNTS MORE THAN 30 DAYS OVERDUE*

Postage _____ Yes X No

Secretarial _____ Yes X No

Telephone _____ Yes X 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.

I do not accept "loser pays" arbitrations unless the parties agree at the outset to split and pay my interim and final bills 50%-50%, subject to my awarding reimbursement by the loser to the winner for its share of my fees and expenses.

SIGNED AND SUBMITTED BY ARBITRATOR SANDS ON April 3, 2019

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.