

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

RESUME OF PANEL ARBITRATOR

FULL NAME: Howard Jay Stiefel

CITY, STATE, ZIP: Fresh Meadows, NY 11365

OCCUPATION: Labor and Employment Arbitrator; Hearing Officer

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: NYC LERA, Long Island LERA, New York State Bar Association Labor and Employment Section, SFLERP
Panels: AAA, FMCS, NYPERB, NJ State Mediation Board, NYC OCB, NMB, NJ Public Employment Relations Commission, New York State Education Dept. 3020-a, FINRA.

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, promotions, union release time, 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. Conducted teacher misconduct hearings under NYS Section 3020-a involving a wide variety of charges in NYC and other school districts. Since 2010, have served as panel chairperson on employment-related arbitrations, many of which settled prior to hearing, overseeing discovery and dealing with issues surrounding employment contracts, wrongful discharge claims, promissory notes, bonuses, commissions, severance pay, age and sex discrimination complaints, claims for unpaid overtime, defamation, etc.

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:

Hearing Officer, NYC Office of Administrative Trials and Hearings, 2016-; Editor, Employment, ADR, Employee Benefits and Corporate Law Publications, Law Journal Press (ALM), 2000-2013; Editor, Publication Manager and Staff Author of labor-management relations publications, Matthew Bender Co., 1981-95. Associate General Editor, *Labor and Employment Arbitration* (Bornstein & Gosline, eds.), 1988-95. Author, "The Labor Arbitration Process: NYSBA Survey," *Labor Lawyer*, 1992. Author, "Miscellaneous Employee Benefits," *Labor and Employment Arbitration*. Speaker and participant in labor arbitration panel, New York State Bar Association Labor and Employment Law Section Meeting, October 1991

PER DIEM FEE: \$1600 **ADJOURNMENT FEE:** \$1600

SUBMITTED BY ARBITRATOR Howard Stiefel ON December 31, 2020

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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 \$1600 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 8 hours, I charge:

a prorated per diem

B) STUDY TIME.

(1) I charge \$1600 for each day spent in preparation of the opinion and award.

(2) This charge will be prorated for partial days devoted to such preparation.

C) TRAVEL TIME AND EXPENSES.

(1) When travel time plus hearing time exceeds 3 hours in a calendar day:

I charge as follows (describe): per diem prorated

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

I charge as follows (describe): lodging plus additional one-half day charge

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 1600 will not be charged unless I receive notice of a postponement or cancellation:

Within 14 calendar days of the scheduled hearing date

E) ADDITIONAL CHARGES. Writing and study time for any decision regarding preliminary motions such as motions to dismiss or issues regarding site of hearing or use of videoconferencing

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.

SUBMITTED BY ARBITRATOR Howard Stiefel ON December 31, 2020

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.