

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

RESUME OF PANEL ARBITRATOR

FULL NAME: James A. Brown

CITY, STATE, ZIP: Hillside, N.Y. 12529

OCCUPATION: Arbitrator and Mediator

EDUCATION:

Brooklyn Law School, J.D. (1986)
Tufts University, B.A. (1983)

PROFESSIONAL AFFILIATIONS: Member, National Academy of Arbitrators; and New York State Bar Association, Labor and Employment Section.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF: American Arbitration Association (Labor Arbitration); Federal Mediation and Conciliation Service; National Mediation Board; New York Public Employment Relations Board; New Jersey Public Employment Relations Commission; New Jersey PERC Special Disciplinary Arbitration Panel; New Jersey State Board of Mediation; Pennsylvania Bureau of Mediation; New York State 3020-a; New York City Office of Collective Bargaining; and CUNY White, Blue Collar Panels; Northwell Health-NYSNA; Northwell Health-UFT (Staten Island University Hospital-South); District Council 37-NYC School Construction Authority; and District Council 37-Wildlife Conservation Society.

Absenteeism, Arbitrability, Bargaining Unit Work, Conduct (off-duty/personal), Discipline, Discharge, Discrimination (age, disability, race, sex, religion, national origin, harassment), Drug/Alcohol, Fringe Benefits (bonus, holidays, insurance, leave, vacation), Job Performance, Job Posting/Bidding, Jurisdiction, Layoffs/Bumping/Recall, Management Rights, Official Time, Past Practices, Preventable Accidents, Promotion, Retirement, Safety/Health, Seniority, Subcontracting, Tenure/ Reappointment, Union Security, Wages (cost-of-living, holiday, incentive pay, classification, rates, merit pay, overtime pay, severance pay, vacation pay), Work Hours/Schedules/Assignments, Working Conditions/Work Orders, Violence or Threats.

MEDIATION & FACT-FINDING EXPERIENCE: S.D.N.Y Mediation Panel.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE: Labor and employment law practice, from 1986 through 2011, included representation of both union and management interests in the private and public sectors. Participated in over 2,000 labor arbitrations and other disciplinary proceedings. Published columns, related to labor and employment law, in the New York Law Journal and the Chief-Leader. Lectured before various bar associations on labor and employment law including the New York County Lawyers Association, New York City Bar Association, and New York State Bar Association. Taught CLE courses on matters related to labor and employment law.

PER DIEM FEE: \$2,000.00.

ADJOURNMENT FEE: \$2,000.00.

SUBMITTED BY ARBITRATOR BROWN ON JULY 12, 2021

Public Employment Relations Board
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Albany, NY 12220-0074

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: James A. Brown

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2,000.00 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 7 hours, I charge:

a second full per diem

a prorated per diem

no additional charge

other (describe) :

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$ 2,000.00 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:

C) TRAVEL TIME AND EXPENSES.

(1) When travel time plus hearing time exceeds 7 hours in a calendar day:

Not applicable (no additional charge)

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: Charge a single travel day when travel occurs on non-hearing day.

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 2,000.00 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): 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 BROWN ON JULY 12, 2021

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.