

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

RESUME OF PANEL ARBITRATOR

DOUGLAS BANTLE

Occupation: ARBITRATOR/ATTY

MENDON, NY 14506-0306

EDUCATION:

J.D., STATE UNIVERSITY OF NY AT BUFFALO FACULTY OF LAW & JURISPRUDENCE
M.I.L.R., NYS SCHOOL OF INDUSTRIAL & LABOR RELATIONS, CORNELL UNIVERSITY
M.S., SUC BROCKPORT (IN THE AREA OF HIGHER EDUCATION ADMINISTRATION)
B.A., HOUGHTON COLLEGE

PROFESSIONAL AFFILIATIONS:

Member, National Academy of Arbitrators; Member of the New York Bar (→2023); New York State Bar Association and Labor Law section (→2023); American Bar Association and Labor Law section (→2023); American Arbitration Association; Labor and Employment Relations Association, Central New York.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Member, New York State Public Employment Relations Board Grievance Arbitration, Mediation and Fact-Finding Panels; Member, American Arbitration Association Labor Panel; Member, Federal Mediation and Conciliation Service..

Permanent Panels: *Continuously changing, therefore provided upon request.*

Arbitrate (full-time) throughout upstate New York

MEDIATION & FACT FINDING EXPERIENCE:

Since 1976 I have been a member of the Mediation and Fact Finding Panel and have handled over 55 cases.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Teach labor relations courses to practitioners from both management and labor primarily for Cornell University's New York State School of Industrial and Labor Relations-Extension Division (1975-2006).

PER DIEM FEE: \$2,200/\$2,500 (See "G- Other Info")

ADJOURNMENT FEE: One day's per diem for less than thirty (30) calendar days' notice (for each day scheduled, including travel days). If two (2) or more days are scheduled consecutively more than forty-five (45) calendar days' notice are required.

SIGNED AND SUBMITTED BY ARBITRATOR BANTLE ON APRIL 20, 2023

Public Employment Relations Board
80 Wolf Road
Albany, NY 12205-2670

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: DOUGLAS BANTLE

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2,200/\$2,500 for each day or any part thereof spent hearing a case. (SEE "G- OTHER INFORMATION" BELOW FOR MORE INFORMATION)

(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: I CONSIDER A "NORMAL" HEARING DAY 10:00 AM TO 5:00 PM AFTER THAT, I RESERVE THE RIGHT TO CHARGE FOR ADDITIONAL DAY.

B) STUDY TIME.

(1) I charge \$2,200/\$2,500 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: THIS WILL BE DONE IN .25-DAY INCREMENTS

C) TRAVEL TIME AND EXPENSES.

(1) When travel time plus hearing time exceeds 10 hours in a calendar day:

Not applicable (no additional charge)
 I charge as follows (describe): A PRORATED PER DIEM

(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): IF DISTANCES REQUIRE OVER THREE HOURS OF TRAVEL (ONE WAY), I RESERVE THE RIGHT TO CHARGE AN ADDITIONAL PER DIEM. IN ADDITION, I CHARGE FOR LODGING AND SUBSISTENCE.

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$2,200/\$2,500 will be charged unless I receive notice of a postponement or cancellation:

X within 30 calendar days of the scheduled hearing date

X other (describe): THIS IS CALCULATED AS AAA DOES IT. THE 30 DAYS DOES NOT INCLUDE THE DAY OF THE 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(NORMALLY)..... Yes X No

Finance or late payment charge (describe): Simple interest at 1.5 percent per month (18 percent per annum) may be added to any account that remains unpaid for more than 30 days after the issuance of any invoice. X Yes ___ No

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. However, if either Party fails or refuses to pay in accordance with such provision(s), both Parties will be held jointly and severally liable for all fees and expenses.

(2) Other conditions (describe): Experienced and willing to conduct arbitrations by videoconference. WILL CONDUCT LIVE HEARINGS ONLY AT LOCATIONS WITHIN A 100 MILE RADIUS OF ROCHESTER, NEW YORK.

G) OTHER INFORMATION/COMMENTS.

THE \$2,200 PER DIEM REFERENCES IN THIS DOCUMENT ARE FOR "UPSTATE" GRIEVANCE ARBITRATION CASES. IT IS FOR ALL TIME SPENT IN TRAVEL, HEARING AND PREPARATION. THE \$2,500 PER DIEM IS APPLICABLE FOR "DOWNSTATE" NEW YORK AND ALL OUT-OF-STATE CASES. INTEREST ARBITRATION, TRIAGE, FACT-FINDING, MEDIATION, SECTION 75 HEARINGS AND EDUCATION LAW HEARINGS, SUCH AS SECTION 3020-A CASES, ARE AT THE \$2,500 PER DIEM, NO MATTER WHERE THEY OCCUR.

SIGNED AND SUBMITTED BY ARBITRATOR BANTLE ON APRIL 20, 2023

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.