

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

RESUME OF PANEL ARBITRATOR

FULL NAME: Philip Maier, Esq.

CITY, STATE, ZIP: New York, New York 10003

OCCUPATION: Arbitrator/Mediator

EDUCATION:

Vermont Law School, J.D., Clark University B.A.

PROFESSIONAL AFFILIATIONS:

New York State Bar - admitted 1982 ; New Jersey State Bar - admitted 1982; United States District Courts in N.Y. and N. J.

New York State Bar Association - Labor and Employment Law Section

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Panels: American Arbitration Association, Suffolk County and Association of Municipal Employees; Unified Court System, New Jersey PERC, New Jersey Board of Mediation, Middletown Central School District; and other local panels.

Issues: Discipline, contract interpretation, interest arbitration.

MEDIATION & FACT-FINDING EXPERIENCE:

As a mediator for PERB from 1993-2012, I was involved in over 500 impasses dealing with all types of public sector units, including police, firefighters, teachers, and clerical employees units.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Regional Director

NYS Public Employment Relations Board,
September 1993 – October 2012.

Responsibilities included the administration of the PERB New York City office, as well as oversight of the labor relations within the agency's jurisdiction in New York City and the Counties of Nassau, Suffolk, Westchester and lower Hudson Valley. In addition, as an Administrative Law Judge from 1991-2012, I presided over improper practice charge and representation petitions hearings, issued over 500 decisions, and conducted settlement negotiations of charges and petitions filed in all types of public sector disputes. As a mediator, I mediated over 500 impasses involving units such as police, firefighters, teachers, and clerical employees.

Deputy Director/General Counsel

New York City Office of Collective Bargaining
100 Gold Street, 4th Floor
New York, New York 10038
October 15, 2012 – May 29, 2015.

Responsibilities included supervising staff of Trial Examiners, providing legal counsel and reviewing decisions submitted to the Board, and supervising litigation involving the Office of Collective Bargaining.

Publications include: *Impasse Resolution under the Taylor Law; Impasse, Mediation, Fact-finding, Legislative Imposition and Interest Arbitration*, New York State Bar Association, 2d ed. 2013; *The Taylor Law and the Duty of Fair Representation*, New York State Public Employment Relations Board Practice Series, 2d. ed. 2008; *NYS Labor and Employment Law Journal Publications - PERB updates, 2001-2012; Arbitrability Issues Under the New York City Collective Bargaining Law Winter 2014; Protection against Employment Discrimination Due to Prior Convictions - An Overview of Article 23A, Spring 2012 and Spring 2013 NYSBA Journal; A Private Right for Public Service: Should New York Provide a Private Cause of Action for Jurors who Suffer Adverse Employment Consequences Because of Jury Service, Spring 2011; The Negotiability of Health Insurance Issues under the Public Employees Fair Employment Act, Spring 2009; External Law: The Interplay Between the Taylor Law and Other Statutory Provisions, Spring 2006; To Defer or not to Defer: Handling Improper Practice Charges under the Taylor Act, May/June 1999 (Update Summer 2011); The Eleventh Amendment of the Constitution and its Effect on Employment Law (Spring 2000), Contributor, *Public Sector Labor and Employment Law*, Lefkowitz. Editor, Co-Editor 2014 – present; Editor, *New York State Labor and Employment Law Journal 2009 - 2012*.*

PER DIEM FEE: \$ 2000

ADJOURNMENT FEE: \$ 2000. Payable if hearing cancelled within 21 days or less from scheduled hearing date.

SUBMITTED BY ARBITRATOR MAIER ON DECEMBER 1, 2023

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

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: Philip Maier, Esq.

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2,000 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:

B) STUDY TIME.

(1) I charge \$ 2,000 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 8 hours in a calendar day:

Not applicable (no additional charge)

I charge as follows (describe): For lodging, if required.

(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: (if travel exceeds 100 miles)

Prevailing IRS rate

Other (describe):

(3) When the scheduled hearing day(s) requires an overnight stay:

An additional per diem rate is payable if an overnight stay is required.

I charge as follows (describe):

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 2,000 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): Charges for these items may be incurred if unforeseeable and not in the ordinary course of business

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 MAIER ON DECEMBER 1, 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.