

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

RESUME OF PANEL ARBITRATOR

FULL NAME: Robert L. Douglas

CITY, STATE, ZIP: Woodmere, NY 11598

OCCUPATION: Impartial Arbitrator and Mediator

EDUCATION:

B.S. Cornell University(NYSSILR)
J.D. Hofstra Law School (Managing Editor, Hofstra Law Review)
LL.M. in Labor Law, New York University School of Law

PROFESSIONAL AFFILIATIONS:

Member, NY and DC Bars; National Academy of Arbitrators, AAA, FMCS, NMB, NYC OCB, NJ PERC, NY/NJ Port Authority, NYS Dep't of Education 3020-a Teacher Tenure Panel, former Impartial Hearing Officer NYC Health & Hospitals Corp., admitted to the United States Supreme Court and other courts.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Issues: absenteeism, alcoholism/drugs, arbitrability, contract interpretation, COVID, discipline, use of e-mail and social media, fringe benefits, layoffs, leaves, management rights, overtime, promotions, rates of pay, seniority, subcontracting, tenure, transfers, union activities, vacation pay, 207-c, work assignments, and work stoppages.

Permanent Neutral: IBEW/Verizon, NYS Thruway/CSEA/IBT, UFCW/Stop and Shop, Jamaica Hospital/1199 UHWEU SEIU, Triborough Bridge and Tunnel/BTOBA, FOP and AMTRAK, UNITE and Yale Univ., Chautauqua Airlines/IBT, Northport-East Northport School District/United Teachers of Northport, Westbury UFSD/ Westbury Teachers Ass'n, CSEA/Arlington School District.

MEDIATION & FACT-FINDING EXPERIENCE:

Extensive experience since 1981 as mediator, fact finder, super-conciliator, grievance mediator, and interest arbitrator in settling public sector impasses. Special expertise in uniformed services and education.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Special Professor of Law (in labor arbitration, employment & labor law)) Hofstra Law School 1982-1994; Ass't Dean, Hofstra 1982-92; Apprentice Arbitrator 1979-82; Ass't Exec. Dir., Service Employers Ass'n 1979; Law Clerk to Member, NLRB 1976-77; Union Chair, NLRB Prof. Ass'n 1976-77; Graduate, Nassau County Citizens Police Academy 2018 (special 42 hour selective course by invitation about all aspects of policing provided by the Police Academy instructors and other police personnel).

Publications: law review articles about the duty of disclosure by arbitrators, the use of union authorization cards, NLRB bargaining orders, and disparate impact employment discrimination. Other publications concern the training of new arbitrators and arbitrator ethics.

Frequent CLE lecturer throughout the United States about different aspects of arbitrator ethics.

PER DIEM FEE: \$ 2750

ADJOURNMENT FEE: \$ 2750

SUBMITTED BY ARBITRATOR DOUGLAS ON JUNE 5, 2024

Public Employment Relations Board
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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: Robert L. Douglas

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2750 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 9 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 \$2750 for each day spent in preparation of the opinion and award.

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

(3) Additional comments: For study time a minimum of one full per diem will be charged. Thereafter study time will be prorated by one-half days devoted to such preparation.

C) TRAVEL TIME AND EXPENSES.

(1) When travel time plus hearing time exceeds 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 xYES 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): Usually one-half per diem plus expenses.

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 2750 will be charged unless I receive notice of a postponement or cancellation:

Within calendar days of the scheduled hearing date

x Other (describe): One per diem will be charged if less than 15 full business days of notice are provided prior to the date of each scheduled day of 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): Yes x 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.

(2) Other conditions (describe):

G) OTHER INFORMATION/COMMENTS: I do not initiate publishing my decisions because I consider arbitration to be a private process. I do not object if either or both parties want to publish one of my decisions.

SUBMITTED BY ARBITRATOR DOUGLAS ON JUNE 5, 2024

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.