

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

**RESUME OF PANEL ARBITRATOR**

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FULL NAME: John M. Donoghue  
CITY, STATE, ZIP: Fishkill, NY 12524  
OCCUPATION: Attorney/Arbitrator/Mediator

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**EDUCATION:**

A.B. Fordham College, Fordham University  
J.D. Fordham University School of Law

**PROFESSIONAL AFFILIATIONS:**

American Arbitration Association, National Labor Panel  
Federal Mediation and Conciliation Service, Arbitration Panel  
American Bar Association, Section of Labor and Employment Law  
New York State Bar Association, Labor and Employment Section  
LERA, New York City

**ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:**

Affirmative Action, Arbitrability, Bargaining Unit Work, Contract Interpretation, Contracting Out, Discipline and Discharge, Disability, Discrimination in Age, Race, Sex, Religion and National Origin, Drug/Alcohol Offenses, Fringe Benefits: Bonus, Holidays, Insurance, Interest Arbitration, Leave, Vacation, Hours and Scheduling, Job Performance, Job Posting/Bidding, Jurisdictional Disputes, Layoffs/Bumping/Recall, Management Rights, Official Time, Past Practices, Pension and Welfare Plans and Claims, Promotion, Retirement, Safety/Health and Wage and Compensation and Claims, Seniority, Sexual Harassment, Strikes, Lockouts, Work Stoppages, Slowdowns, Subcontracting/Contracting Out, Tenure and Reappointment; Union Security, Work Hours/Schedules/Assignments.

**MEDIATION & FACT-FINDING EXPERIENCE:**

I have participated in hundreds of mediations, and dozens of factfindings including grievance resolutions in contracts where I serve as an arbitrator.

**OTHER RELEVANT OR EQUIVALENT EXPERIENCE:**

Since 1968 I have represented more than 100 School Districts, Towns, Villages, Fire Districts and Counties in general counselling and labor relations matters. I have also represented three colleges in the same capacity. In addition I represented construction trade unions for several years.

Since 1972 I have been an active arbitrator on the panels of the American Arbitration Association and the Federal Mediation and Conciliation Service. I have also served as a contract arbitrator on more than a dozen private sector contracts. Additionally I have served as a contract arbitrator for several federal sector Departments and Agencies and the unions that represent their employees.

**PER DIEM FEE:** \$ 2000.00

**ADJOURNMENT FEE:** \$ 2000.00

**SUBMITTED BY ARBITRATOR John M. Donoghue ON June 30, 2015**

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**BILLING DISCLOSURE STATEMENT**

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ARBITRATOR'S NAME: **John M. Donoghue**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2000.00 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 \$ 2000.00 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 8 hours in a calendar day:

Not applicable (no additional charge)

I charge as follows (describe): Travel time where it exceeds 4 hours in a day

(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):

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 2000.00 will not be charged unless I receive notice of a postponement or cancellation:

Within 21 calendar days of the scheduled hearing date

Other (describe): A full per diem will be charged unless is cancelled or postponed on 21 or more days notice.

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): NONE

G) OTHER INFORMATION/COMMENTS:

**SUBMITTED BY ARBITRATOR John M. Donoghue ON June 30, 2015**

**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.**