

Edward J. Kennedy, Esq.  
 Independent Labor Arbitrator  
 (516) 509-4619  
[KennedyADR.LLC@gmail.com](mailto:KennedyADR.LLC@gmail.com)

### **EDUCATION**

Hofstra University, BA  
 City University of New York, MA, (Labor Studies)  
 Hofstra University, JD, (Labor & Employment Law)

### **SELECTED COURSE WORK**

Cornell ILR; *Foundations of Labor Arbitration, Advanced Negotiations, Costing the Contract*  
 FMCS, *Becoming a Labor Arbitrator*  
 AAA, *Navigating Arbitration: Key Factors in a Labor Arbitrator's Decision-Making*  
 Phoenix Dispute Solutions, *40-hr Mediation Course*

### **ADMISSIONS**

New York State, 2nd Appellate Department  
 United States District Courts: EDNY, SDNY, WDNY.

### **PROFESSIONAL AFFILIATIONS**

New York State Bar Association: *Labor & Employment and Dispute Resolution Sections*  
 Labor and Employment Relations Association (LERA): *National, NYC, NJ and Central PA Chapters*

### **ROSTERS & PANELS**

Federal Mediation and Conciliation Service Roster of Labor Arbitrators  
 New Jersey State Board of Mediation Roster of Labor Arbitrators  
 New Jersey Public Employment Relations Commission Roster of Labor Arbitrators  
 Pennsylvania Bureau of Mediation Roster of Labor Arbitrators  
 The National Mediation Board Roster of Labor Arbitrators  
 The Labor Relations Connection Roster of Labor Arbitrators  
 FINRA Roster of Arbitrators  
 New York State Bar Association Roster of Mediators  
 New York City Department of Finance Roster of Administrative Law Judges

### **EXPERIENCE**

I am an experienced neutral who has conducted thousands of hearings and issued thousands of decisions. For fifteen years before becoming an Arbitrator, Mediator, and ALJ, I practiced Labor and Employment law in New York City on behalf of businesses, non-profit organizations, employees, and unions. During those fifteen years of litigation, arbitration, negotiation, and advocacy before administrative agencies, I participated in thousands of hours of mediation and successfully tried employment cases to verdict in Federal Courts as well as at Arbitration. For ten years, I primarily practiced “traditional” Labor Law in the public and private sectors as counsel for AFT, Local 2, I.B.T., Local 456 and the Transport Workers Union, Local 100. There, I served as a first chair negotiator for many initial and successor collective bargaining agreements and as counsel in four hundred contract and disciplinary arbitrations that reached decision. I taught undergraduate classes in Labor Studies at SUNY Empire State College. I was elected to and served a three-year term as School Board Trustee for the Herricks Public School District. I served as an apprentice to a NAA arbitrator. I have litigated on behalf of several law firms

## **INDUSTRY EXPERIENCE**

Accommodation/ Hospitality, Building Services, Building Trades, Construction, Corrections, Culinary/ Food Service, Customer Service, Education, Gaming, Healthcare/Hospitals/ Nursing, Heavy Equipment, Motor Vehicle/ Automotive, Municipalities/ Local Government/ State Agencies, Non-profit organizations, Office workers/Clerical, Private Sector, Public Sector, Rail and Ground Transportation, Retail, Trucking, Utilities and others.

## **SELECTED ISSUE EXPERIENCE**

Absences/ AWOL, Accidents (Fatal/Non-fatal, Workplace, Car, Train & Pedestrian), Admissibility, Allyship/Joint Employer, Appropriate Bargaining Units, Arbitrability, Arrest, Abeyance, Asylum, Back Pay, Unit Work, Benefits, Bonuses, Breach of Contract, Bulletin Boards, Bumping Rights, Burden of Proof, Civil Service, Classification, Collateral Estoppel, Collective Bargaining, Comp Time, Confidentiality, Contract Interpretation, Criminal (Acts, History, Record), Damages, Disability/ Differential Pay, Discipline (Discharge, Non-Discharge), Discovery, Disruption of Service, Drug and Alcohol (Treatment, Testing, EAP, & Offenses), Dual Employment, DFR, Duty to Bargain, Handbook, Evidence, Failure to Comply, Failure to Report, False Statements, Fines, First Amendment, Fitness for duty, FMLA, Fraud, Grievance Procedures, Grooming, Gross Misconduct, Guarantees, Holidays/Holiday Pay, Improper Practices, Income Execution, Insubordination, Insurance, Investigatory Interviews, Job Abandonment, Job Classification, Just Cause, LCA's, Lateness, Layoff and Recall, Leave, Loudermill, Management Rights, Midterm Modification, NLRA, Non-Compliance, Off-Duty Misconduct, On-Call time, Online/Social Media Conduct, Overtime (Mandatory/Equalization), Past Practice, Pattern (Shortages, Absences), Parking, Performance ( Evaluations, Non-Performance, Proper/Improper Performance), PUMP Act, Picketing, Plant Closings, Posting, Probation, Promotion, Recording, RIF, Representation, Retaliation, Retirement, Safety-Sensitive, Seniority, Sexual Harassment, Shift differential, Station Overruns, Successorship, Summer & Seasonal Employees, Surveillance & Monitoring, Taylor Law, Tenure/Reappointment, Timeliness, Tool Allowances, Training, Unemployment, Unfair labor Practices, Unilateral Change/ Reversion, Union Certification/Decertification, Union Security, Vacation, Vehicle and Traffic Law, Violence, Weingarten, Workplace Safety (PESH/OSHA), Work Rules, Workers Compensation, Zipper Clauses.

## **EAST COAST LABOR ARBITRATION FEES & POLICIES**

**Fees:** The per diem fee for labor arbitrations conducted on the East Coast of the United States (defined herein as ME, NH, VT, MA, RI, CT, NY, NJ, PA, MD, DE, VA, NC, SC, GA, FL, D.C. and P.R.) is **\$1,700** for each day of eight hours, or any part thereof, spent at hearing or in study and preparation of the award. Rates for other regions are available upon request.

**Travel Fees:** No travel per diem fee or travel expenses shall be charged for arbitrations held remotely or within a hundred-and twenty-mile radius of Kennedy ADR LLC's East Coast mailing addresses (Oradell, NJ or Madison, CT). For single hearing dates or multiple consecutive hearing dates for locations falling outside a hundred-and twenty-mile radius of Kennedy ADR LLC's business addresses, a single per diem travel day of **\$1,700** shall be charged as well as the reasonable cost of transportation from the closest business address, lodging, and meals. If an arbitration should occur on multiple non-consecutive days or otherwise require more than a single trip to and from such arbitration location, more than a single travel per diem day may be charged.

**Cancellation Policy:** A per diem fee is charged unless the arbitrator receives notice of cancellation or postponement more than 20 days before the scheduled date.

**Office Expenses:** No charge for normal office expenses such as postage, copying and telephone. The Arbitrator charges no docketing fee; however, one may be assessed by the roster facilitating the appointment pursuant to its terms.

**LABOR ARBITRATION FEES & POLICIES (Elsewhere in the United States)**

**Fees:** The per diem fee for labor arbitrations conducted in the United States other than the East Coast (defined hereinabove as ME, NH, VT, MA, RI, CT, NY, NJ, PA, MD, DE, VA, NC, SC, GA, FL, D.C. and P.R.) is **\$2,000** for each day of eight hours, or any part thereof, spent at hearing or in study and preparation of the award.

**Travel Fees:** No travel per diem fee or travel expenses shall be charged for arbitrations held remotely or within a hundred-mile radius of Kennedy ADR LLC's midwestern mailing addresses in Chicago, IL, Duluth MN, or South Bend, IN. For single hearing dates or multiple consecutive hearing dates for locations falling outside a hundred-mile radius of Kennedy ADR LLC's midwestern addresses, a single per diem travel day of **\$2,000** shall be charged as well as the reasonable cost of transportation from the closest business address, lodging, and meals. If an arbitration should occur on multiple non-consecutive days or otherwise require more than a single trip to and from such arbitration location, more than a single travel per diem day may be charged.

**Cancellation Policy:** A per diem fee is charged unless the arbitrator receives notice of cancellation or postponement more than 20 days before the scheduled date.

**Office Expenses:** No charge for normal office expenses such as postage, copying and telephone. The Arbitrator charges no docketing fee; however, one may be assessed by the roster facilitating the appointment pursuant to its terms.

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