

**Public Employment Relations Board  
PO Box 2074, Empire State Plaza, Agency Bldg. 2, 20th floor  
Albany, NY 12220-0074**

**RESUME OF PANEL ARBITRATOR**

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PAUL S ZONDERMAN

Occupation: ARBITRATOR/JUDGE

SCHENECTADY, NY 12309-0073

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**EDUCATION:**

BRANDEIS UNIVERSITY - BA, 1961  
CORNELL UNIVERSTIY - JD, 1964

**PROFESSIONAL AFFILIATIONS:**

NYS Bar Assoc; Schenectady County Bar Assoc.; National Academy of Arbitrators; LERA; NYS Magistrates Assoc.  
PANELS: AAA (Labor panel); NYS PERB.

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

Permanent Arbitrator: NYS/CSEA, Local 1000, AFSCME 1993 to present; NYS/PEF, 1993-2008; NYS/Law Enforcement Officers Union, Council 82, AFSCME, 1994- present; NYS/NYSCOPBA, 1999-present; NYS GOER Patient Abuse Panel (2004 to present); NYS Civil Service (§71,72,73) disability cases, 1998 to present; Town of N. Greenbush & N. Greenbush Police, Council 82, AFSCME, 1998-present; Bituminous Coal Operators Assoc. & United Mine Workers (Dist. 31), 1999-2000; Adirondack Transit & United Transportation Union, Local 1582, 1999-2005; US Postal Service & Nat'l Assoc. of Letter Carriers (NE Region expedited panel), 2000-2002; General Electric Company and I.U.E/CWA, 2000-present; Lockheed-Martin and IUE/CWA (KAPL), 2006 to present; United Parcel Service and IBT, Upstate Supplemental Panel, 2007 to present; NYC Board of Education and UFT, 2002 to 2011; Cornell Upstate Arbitration & Mediation panel (2007-2011).

Issues: Arbitrability, contract interpretation/application, discharge, disability, discipline, discrimination, job evaluation, job bid/posting, layoff, bumping, recall, management rights, performance evaluation, physical & mental fitness, promotion/upgrading, premium pay.

**MEDIATION & FACT FINDING EXPERIENCE:**

Foreign Claims Officer, 3D Marine Division, Republic of Vietnam (1967)  
Town Justice, Town of Niskayuna, Schenectady County (1/2002-12/2013)

**OTHER RELEVANT OR EQUIVALENT EXPERIENCE:**

Admitted to Bar in New York (1977) and Massachusetts (1964). Full time arbitrator (1996-present); private law practice, Albany & Schenectady, NY, including duties as arbitrator, (1986-1996); Counsel, General Electric Co. (1976-1986); private law practice, Boston & Stroughton, MA (1969-1976); Asst. District Attorney, Norfolk Co., MA (1976); Business Law Teacher, Fisher Jr. College, Boston, MA (1975-1976); Hearing Officer, MA Division of Hearing Officers (1975-1976); Trial/Defense Counsel, U.S. Marine Corps (1965-1967).

**PER DIEM FEE:** \$1,600

**ADJOURNMENT FEE:** \$1,600 per diem  
cancellation fee within 2 calendar weeks of  
hearing date. Notice date is not counted.

**SIGNED AND SUBMITTED BY ARBITRATR ZONDERMAN ON JANUARY 21, 2015**

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BILLING DISCLOSURE STATEMENT

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ARBITRATOR'S NAME: PAUL S. ZONDERMAN

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1,600 for each day or any part thereof spent hearing a case.

(2) If a hearing day, including the lunch break, exceeds 8 hours, I charge:

\_\_\_\_\_ a second full per diem

\_\_\_\_\_ a prorated per diem

\_\_\_\_\_ no additional charge

X other (describe) HALF DAY

(3) Additional comments: A typical day is 10:00 a.m. to 4:00 p.m. with an hour break for lunch. By pre-arrangement, a 9:00 a.m. to 5:00 p.m. day with an hour for lunch incurs no extra charge.

B) STUDY TIME.

(1) I charge \$1,600 for each day spent in preparation of the opinion and award.

(2) This charge \_\_\_\_\_ will X will not be prorated for partial days devoted to such preparation.

(3) Additional comments: GENERALLY, ONE DAY OF STUDY IS CHARGED FOR EACH DAY OF HEARING, but this depends on the factual complexity and research required in in any particular case.

C) TRAVEL TIME AND EXPENSES.

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

X Not applicable (no additional charge)

\_\_\_\_\_ I charge as follows (describe):

(2) I charge for actual, travel-related expenses incurred in connection with the case X YES \_\_\_\_\_ NO.

Where appropriate, a mileage charge for auto travel will be billed at:

X 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.

X I charge as follows (describe):

If the distance, road conditions or airline schedules do not reasonably allow round trip travel on the day of the hearing, and travel is necessary on the day before and/or the day after the hearing, or both, then travel time will be charged and prorated to half (4 hours or less) or whole days (over 4 hours). Lodging, food, rental cars, or airfare are also reimbursed.

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of **\$1600** will be charged unless I receive notice of a postponement or cancellation:

AT LEAST 14 calendar days in advance of the scheduled hearing date.

other (describe): Day of notification does not count as a day of notice.

When a case is settled or withdrawn within the two week late cancellation period, the late cancellation charge (one day) will be equally shared by both parties unless one party has agreed to assume full responsibility and so notifies the arbitrator at the time of such action. When a case is adjourned by one party within the two week late cancellation period, absent agreement, the party requesting or causing the adjournment will be responsible for the cancellation charges (notwithstanding CSL §72 cases where the employer would typically pay all arbitrator fees). The arbitrator should not be involved in party disputes over who owes the cancellation charges.

E) ADDITIONAL CHARGES. I charge separately for expenses incurred in connection with the following:

Docketing (describe): \_\_\_\_\_  Yes  No

There is a docketing fee of \$150, shared by the parties, for scheduling calls, email and/or correspondence as well as for procedural matters (pre-hearing motions, disputes), but payable only if the case is terminated without cancellation charges or other compensation to the arbitrator.

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, statute, or the conditions of the appointment.

G) OTHER INFORMATION/COMMENTS.

Advocates for public sector employers (or any party) whose client accounting offices require special forms or purchase orders to be used for billing, should determine this in advance and provide the Arbitrator which such forms at the hearing so as to avoid later time consuming correspondence in the billing process.

**SIGNED AND SUBMITTED BY ARBITRATOR ZONDERMAN ON JANUARY 21, 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.**