

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

RESUME OF PANEL ARBITRATOR

---

JAY NADELBACH, ESQ.

OCCUPATION: ARBITRATOR

Flushing, NY 11367-0214

---

**EDUCATION:**

J.D., HOFSTRA UNIVERSITY SCHOOL OF LAW, 1976  
B.A., YESHIVA UNIVERSITY, 1973

**PROFESSIONAL AFFILIATIONS:**

Admitted to practice in New York State (1977) and Federal Courts.

Member of the following organizations: National Academy of Arbitrators; American Bar Association; New York State and Nassau County Bar Associations; Labor and Employment Research Association (New York, Long Island, and Philadelphia)

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

Thirty (30) years of arbitration experience in both the private and public sectors. Permanent umpire (since 1998) for Teamsters, Local 812, Soft drink & Brewery Workers Union and Pepsi-Cola/Canada Dry Bottling Companies; Panel or Permanent Arbitrator named in over thirty (30) collective bargaining agreements; Member of the AAA, FMCS, NYC OCB, NYS DOE, Suffolk County PERB, and NJ PERC panels.

Issues heard include all discipline, discharge, contract interpretation, and EEO matters.

**OTHER RELEVANT OR EQUIVALENT EXPERIENCE:**

Grievance-mediator (since 1980) for the New York City day care industry. As a step prior to arbitration, mediate all grievances brought by Local 205, District 205, District 1707, AFSCME and the Council of Supervisors and Administrators, AFL-CIO.

Have functioned as a mentor in the NYS Labor Arbitrator Mentoring Program. Former adjunct faculty member, Cornell University School of Industrial Relations.

**PER DIEM FEE:** \$2000

**ADJOURNMENT FEE:** \$2000

Any hearing cancelled or adjourned on fewer than fifteen (15) full business days prior to each date scheduled

**SIGNED AND SUBMITTED BY ARBITRATOR NADELBACH ON JANUARY 26, 2015**

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

BILLING DISCLOSURE STATEMENT

---

ARBITRATOR'S NAME: JAY NADELBACH, ESQ.

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2000 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds \_\_\_ hours, I charge:

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

  X   no additional charge                      \_\_\_\_\_ other (describe)

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$2000 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:

C) TRAVEL TIME AND EXPENSES.

(1) When travel time ON SCHEDULED HEARING DATES exceeds   3   hours ONE WAY WILL BE BILLED ON A PRORATED PER DIEM BASIS.

\_\_\_\_\_ Not applicable (no additional charge)

  X   I charge as follows (describe): TRAVEL THAT MAY BE NECESSARY ON DAYS OTHER THAN SCHEDULED HEARING DATES WILL BE BILLED ON A PRORATED PER DIEM BASIS.

(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:

  X   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** will be charged unless I receive notice of a postponement or cancellation:

within **15** FULL BUSINESS DAYS PRIOR TO EACH HEARING DATE SCHEDULED.

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): \_\_\_\_\_

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.

**SIGNED AND SUBMITTED BY ARBITRATOR NADELBACH ON JANUARY 26, 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.**