

**Public Employment Relations Board
80 Wolf Road, Suite 500
Albany, NY 12205-2656**

RESUME OF PANEL ARBITRATOR

EUGENE S GINSBERG

Occupation: ARBITRATOR/ATTY

GARDEN CITY, NY 11530-3324

EDUCATION:

J.D., NEW YORK UNIVERSITY LAW SCHOOL - 1954
BBA, CITY COLLEGE OF CITY OF NEW YORK - 1951

PROFESSIONAL AFFILIATIONS:

American Bar Association: Co Chairman - Subcommittee on Professional Responsibility in Labor Arbitration (1977-83) and Publications of Labor Arbitration Awards (1984-86), Member - Committee on ADR in Labor and Employment Law (formerly Labor Arbitration & Collective Bargaining Committee) (1975-); Historian (1994-), Labor & Employment Law Section; Arbitration Committee (1993-), Mediation Committee (1993-), Dispute Resolution Section. New York State Bar Association: Member - Committee on Labor Arbitration & Collective Bargaining (1977-); Long Range Planning & Future Directions Committee (1992-95); Co-Chairman (2001-2004) Alternative Dispute Resolution (1995-); District Representative (1995-2001) and Member of Executive Committee, Labor & Employment Law Section; Committee on Alternative Dispute Resolution (1993-); Nassau County Bar Association: Chairman - Labor & Employment Law Committee (1993-95), Member (1973-); Chairman - Arbitration Law Committee (1985-87), Member (1973-) (Now Alternative Dispute Resolution Committee), Director (1997-2000). Association of Bar of City of New York: Member Arbitration Committee (2003-). Member: LERA, Long Island Chapter (1979-), Treasurer (1998-), Executive Board Member (1996-); Society of Federal Labor and Employee Relations Professionals (1995-); College of Labor and Employment Lawyers, Fellow (2001-); College of Commercial Arbitrators, Fellow (2002-); New York Bar Foundation, Fellow (2000-); NCBA President's Award Recipient, 2004.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Experience on issues of arbitrability, contract interpretation and application, damages, just cause, discharge, discipline, manning, management rights, past practice, leaves of absence, scheduling, layoff, bumping, recall, overtime, time and attendance, back pay, job evaluation, bid posting, transfers, tenure, vacations, holiday pay, demotion, promotion, seniority, retaliatory discharge, reductions in force, statutory violations including race, age, national origin, sexual harassment, disability, family leave and jurisdictional disputes in industries including public sector (education, teacher discipline, fire and municipal), transportation, construction, heating and ventilation, machinery, manufacturing, paint and varnish, plumbing, postal service, printing and publishing (including newspapers), auto, health care, franchise, communication, insurance, food, beverage, furniture, plumbing, towing, retail, securities, textile, condominium and cooperative ownership, and service.

MEDIATION & FACT FINDING EXPERIENCE:

Private and public sector mediation in labor, non-labor and employment settings; American Arbitration Association; US EEOC, Eastern Dist. US Court, PERB, NYSE, NCBA.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

American Arbitration Association-Labor and Commercial Panels; NYC OCB-Arbitration, Mediation and Impasse Panels; NYS Commissioner of Education Part 83 Hearing Officer Panel; NYS Education Dept - AAA 3020a Panel; NYS/CSEA Disciplinary Arbitration Panel; Nassau County Bar Association Alternative Dispute Resolution Labor Panel; Federal Mediation and Conciliation Service Panel; United States Postal Service - National Association of Letter Carriers Panel; NYSERB Mediation, & Arbitration Panels, NCBA Employment Dispute Resolution and ADR Panels, NC Dist. Ct. Arb Panel; Panelist - American Arbitration Association Construction Program (1990); American Bar Association Committee on Labor Arbitration & Law of Collective Bargaining Agreements (1989). Touro Law School/National Employment Lawyers Assn. Employment Law Seminar (1998); NCBA Public Forum for Arbitrating Securities Disputes (1999); Speaker - National Business Institute, New York Labor & Employment Law Seminar, Plainview, NY (1990). Contributor - The College of Commercial Arbitrators Guide to Best Practices, 2006; Labor Arbitration, A Practical Guide for Advocates (1990 - BNA Books). Author-Binding Mediation An Oxymoron? Yes, But Do-Able (2006-Nassau Lawyer); Post Arbitration Motions (2006 NYSBA Labor & Employment Newsletter).

PER DIEM FEE: \$1,000

ADJOURNMENT FEE: \$1,000 unless notice of postponement or cancellation is received within 7 calendar days of scheduled hearing date.

SIGNED AND SUBMITTED BY ARBITRATOR GINSBERG ON OCTOBER 23, 2006

Public Employment Relations Board
80 Wolf Road, Suite 500
Albany, NY 12205-2656

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: EUGENE S GINSBERG

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1,000 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 6 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 \$1,000 for each day spent in preparation of the opinion and award.

(2) This charge X 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 _____ 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:

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 **\$1,000** will be charged unless I receive notice of a postponement or cancellation:

 X within 7 calendar days of the scheduled hearing date

_____ other (describe):

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.

SIGNED AND SUBMITTED BY ARBITRATOR GINSBERG ON OCTOBER 23, 2006

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.