

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

RESUME OF PANEL ARBITRATOR

FULL NAME: Robert T. Simmelkjaer

CITY, STATE, ZIP: Albany, NY 12203

OCCUPATION: Arbitrator - Mediator - Attorney

EDUCATION:

B.S./M.A., City College of CUNY; Ed.D., General Systems/ Educational Administration, Columbia University; M.B.A., Business Administration (Labor Relations & Economics), Columbia University; J.D., Fordham University, School of Law

PROFESSIONAL AFFILIATIONS:

Fellow, College of Labor & Employment Lawyers; National Academy of Arbitrators, Deputy Regional Chair, Law & Legislation Cmte, Chair; NYSBA, Executive Cmte; Chair, Labor Arbitration, Finance & Law School Liaison Committees; NJSBA, ADR Coordinator, Chapter President, NYC and New Jersey LERA, Sidney Reitman American Inns of Court (Bencher); Adjunct Professor, Cornell University/NYSSILR.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

30 years experience in public and private sector grievance arbitration on panels such as PERB, PERC, AAA, OCB, NY & NJ Port Authority, National Mediation Board/ Railroad Adjustment & Public Law Boards, and FINRA. Experience includes interest arbitration of police and fire disputes. Private sector cases arbitrated include automobile, chemicals, communications, entertainment health care, steel, technology, transportation and utilities. Issues arbitrated include arbitrability, computers, discrimination, discipline & discharge, fringe benefits, job classification, layoffs, managements rights, productivity, promotion, seniority, sexual harassment and substance abuse. Panels also include Nassau County/CSEA; NYC School Construction Authority & DC 37; NYS/ PEF/UUP/CSEA/COPBA; 1199/SEIU/League of Hospitals; Local 32BJ/FJC Security; Verizon & CWA; Continental/American/National Can Cos./United Steelworkers; USPS &NALC/APWU; U.S. Dept. of Educ./AFGE; MD Transit Admin./ATU and U.S. Customs & Border Protection/ NTEU(National Roster). Also member of AAA Labor & Employment Arbitration Panels & Multi-Employer Pension Plan Withdrawal Liability Disputes. Experience includes Police and Firefighters Interest Arbitration in New York and New Jersey. Also included on arbitration panels in several school districts.

MEDIATION & FACT-FINDING EXPERIENCE:

30 years experience as mediator and fact-finder resolving numerous disputes in large municipalities and school disitricks such as Buffalo, Yonkers and Albany as well several other school districts. Dispute resolution in units as large as 10,000 employees and involving major public sector parties such as NYC Bd./Educ. & Council of Supervisors & Administrators

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

President/CEO Institute for Mediation & Conflict Resolution; Vice Chair, Personnel Appeals Board, Government Accountability Office, Washington, DC; Trial Board Hearing Officer (ALJ), NYC Transit Authority; Deputy Chief Counsel, Joint Commission for Integrity in the Public Schools; Vice Provost/Dean City College of CUNY; Harvard University, Program on Negotiation; Labor Arbitration Institute, Lecture on evidentiary challenges in theft, off-duty misconduct and absenteeism under no-fault plans, NYC 2012; Speaker/Organizer, "Cultural Issues in the Workplace," AAA Seminar 2012; Co-Author, "Arbitration of Sexual Harassment Cases," Labor and Employment Arbitration, Matthew Bender, 2000. Fellow, College of Labor and Employment Lawyers.

PER DIEM FEE: \$ 1900.00

ADJOURNMENT FEE: \$ Full per diem fee if hearing cancelled within 15 business days.

SUBMITTED BY ARBITRATOR Simmelkjaer ON October 20, 2017

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

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **Robert T. Simmelkjaer**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1,900.00 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 7 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 \$ 1,900.00 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: none

C) TRAVEL TIME AND EXPENSES.

(1) When travel time plus hearing time exceeds 9 hours in a calendar day:

Not applicable (no additional charge)

I charge as follows (describe):

(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: I will charge only for a second hearing day.

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 1900.00 will be charged unless I receive notice of a postponement or cancellation:

Within calendar days of the scheduled hearing date

Other (describe): 15 business days

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: Secondary business addresses from which I perform work:
Valley Cottage, NY 10989; Bridgehampton, NY 11932

SUBMITTED BY ARBITRATOR Simmelkjaer ON October 20, 2017

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.