

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

**RESUME OF PANEL ARBITRATOR**

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SAMUEL CUGALJ

Occupation: ARBITRATOR

ORCHARD PARK, NY 14127

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**EDUCATION:**

ED.B., BUSINESS, UNIVERSITY OF BUFFALO

**PROFESSIONAL AFFILIATIONS:**

NYS PERB Panel of Fact Finders, Mediators and Arbitrators  
NYS Department of Labor, Arbitration Panel

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

Grievance Arbitrator since 1974; full range of issues including discipline, discharge, seniority, transfers and assignments, filling of vacancies, overtime, among others.

Interest Arbitrator since 1974; full range of issues including wages, benefits, seniority, sick and personal leave, discipline procedure, job posting and vacancies, among others.

**MEDIATION & FACT FINDING EXPERIENCE:**

Fact Finder and Mediator (PERB) since 1970; multiple assignments have included teacher and non-instructional employees; police, fire fighter and other municipal employee groups.

**OTHER RELEVANT OR EQUIVALENT EXPERIENCE:**

Work Background - Manufacturing, distribution, banking, retail.

Specific Experience - Labor contract negotiations and administration; personnel policies development and interpretation; wage and benefits administration; training program development and presentation.

**PER DIEM FEE:** \$975

**ADJOURNMENT FEE:** Three calendar days plus incurred expenses, if any.

**SIGNED AND SUBMITTED BY ARBITRATOR CUGALJ ON SEPTEMBER 21, 2010**

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BILLING DISCLOSURE STATEMENT

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ARBITRATOR'S NAME: SAMUEL CUGALJ

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$975 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 10 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 \$975 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 10 hours in a calendar day:

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

x I charge as follows (describe): A PRORATED PER DIEM

(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 **\$975** will be charged unless I receive notice of a postponement or cancellation:

X  within  3  calendar days of the scheduled hearing date

X  other (describe): PLUS INCURRED EXPENSES, IF ANY.

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  
5% AFTER 90 DAYS

Postage .....  Yes  No

Secretarial .....  Yes  No

Telephone .....  Yes  No

Other (describe):  NONE

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.

**SIGNED AND SUBMITTED BY ARBITRATOR CUGALJ ON SEPTEMBER 21, 2010**

**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.**