

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

**RESUME OF PANEL ARBITRATOR**

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PAUL BAILEY

Occupation: ARBITRATOR/ATTY

SAG HARBOR, NY 11963

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**EDUCATION:**

CITY UNIVERSITY SCHOOL OF LAW, J.D. - 1986

CORNELL UNIVERSITY, MSILR - 1991

SUNY STONY BROOK, MA (PUBLIC AFFAIRS) - 1983

LIU SOUTHAMPTON, BA (POLITICAL SCIENCE) - 1980

**PROFESSIONAL AFFILIATIONS:**

AAA Labor Panel Arbitrator, Permanent Arbitrator, US Air Shuttle/Assn of Flight Attendants, AFL-CIO, Waterfront Commission of NY Harbor-per diem ALJ. NYC Office of Collective Bargaining-panel arbitrator, mediator, interest arbitrator. NYS Education Dept "3020a" panel; IRRA; NYS Bar Assn Labor & Employment Law Section

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

Served nine years as Trial Examiner for NYC Office of Collective Bargaining and drafted many arbitrability decisions for the Board of Collective Bargaining (1988-1997).

Heard and issued private sector grievance and disciplinary arbitration decisions through AAA labor tribunal (1990-present).

Experienced on issues of arbitrability, contract interpretation/application, discharge, discipline, management rights, overtime, scheduling of work, tenure, transfer, vacation and wages.

**MEDIATION & FACT FINDING EXPERIENCE:**

Serve as mediator and early neutral evaluator for the US District Court, EDNY Mediated approximately 75 court-annexed disputes for the Dispute Resolution Program of the Unified Court System of New York.

**OTHER RELEVANT OR EQUIVALENT EXPERIENCE:**

Served two years as Step 3 grievance hearing officer for the City University of NY Office for Faculty and Staff relations (1986-1988) deciding grievance and disciplinary matters for professional and blue collar staff; served as police union president (Southampton Town PBA) and participant in collective bargaining and grievance handling (1975-1983); Member Editorial Advisory Board Labor Relations Bulletin - author of articles on evidence in arbitration and use of ADR in employment discrimination cases.

**PER DIEM FEE:** \$1100

**ADJOURNMENT FEE:** \$1100

**SIGNED AND SUBMITTED BY ARBITRATOR BAILEY ON FEBRUARY 7, 2011**

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BILLING DISCLOSURE STATEMENT

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ARBITRATOR'S NAME: PAUL BAILEY

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1100 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: PARTIES ARE ENCOURAGED TO BEGIN HEARINGS PROMPTLY AS SCHEDULED, TO USE FULL DAYS FOR HEARINGS, AND TO CONCLUDE THEIR PRESENTATIONS AS EXPEDITIOUSLY AS POSSIBLE.

B) STUDY TIME.

(1) I charge \$1100 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.

\*For hearings off Long Island, New York.

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 **\$1100** will be charged unless I receive notice of a postponement or cancellation:

  X   within   14   calendar days of the scheduled hearing date\*

\*NOTICE MAY BE MADE BY TELEPHONE (516-725-8680) OR BY OVERNIGHT MAIL.

\_\_\_\_\_ 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): \_\_\_\_\_   X   Yes    No

ACCOUNTS MORE THAN 30 DAYS PAST DUE WILL ACCRUE INTEREST AT THE RATE OF ONE PERCENT (1%) PER MONTH, AN ANNUAL RATE OF 12.68%.

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 BAILEY ON FEBRUARY 7, 2011**

**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.**