

Public Employment Relations Board
PO BOX 2074
2 EMPIRE STATE PLAZA
ALBANY, NY 12220-0074

RESUME OF PANEL ARBITRATOR

JEFFREY M SELCHICK
POST OFFICE BOX 11280
ALBANY, NY 12211-0280
518-428-6007 (cell)

Occupation: ARBITRATOR - ATTORNEY

Email: jmselchick@gmail.com

Website: www.selchick.com

EDUCATION:

B.A., SUNY AT PLATTSBURGH (1971)
J.D., ALBANY LAW SCHOOL, UNION UNIVERSITY (1975)

PROFESSIONAL AFFILIATIONS:

Member:
National Academy of Arbitrators & Labor Panel
American Arbitration Association
NYS Bar Association, Labor & Employment Law Section.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Extensive public sector experience in all matters of contract interpretation, including seniority, absenteeism, alcohol and drug abuse issues, arbitrability, discipline and discharge, holiday pay, overtime, evaluations, management rights, work schedules, work performance, layoffs, and use of leave. Significant disciplinary experience in time and attendance, abuse and police misconduct issues.

Significant experience as Interest Arbitrator in police and fire.

MEDIATION & FACT FINDING EXPERIENCE:

Extensive experience as mediator and fact-finder in schools, and all aspects of public sector employment.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Have arbitrated for states of New York and Connecticut.
All levels of local government, hospitals, teachers, police and fire.
Instructor for NYS Labor-Management Institute, AAA and Cornell ILR

PER DIEM FEE: \$3000* effective 7/1/2024

ADJOURNMENT FEE: Full per diem fee for all cases cancelled with fewer than 30 full calendar days notice, excluding holidays*

****Please see attached Fee Schedule and Cancellation Policy***

SIGNED AND SUBMITTED BY ARBITRATOR SELCHICK ON MARCH 18, 2024

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: JEFFREY M SELCHICK

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$3000 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 \$3000 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 6 hours in a calendar day:

 Not applicable (no additional charge)

 X I charge as follows (describe): 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

 X Other (describe): PLUS
REIMBURSEMENT OF ALL REASONABLE AND
NECESSARY TRAVEL EXPENSES INCURRED.

(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 **\$3000** will be charged unless I receive notice of a postponement or cancellation:

before **30** calendar days of the scheduled hearing date

* other (describe): ****Please see attached Fee Schedule and Cancellation Policy***

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): WILL CHARGE FOR EXPRESS MAIL

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): In cases where a party has not established acceptable credit with the Arbitrator, the entire fee may be requested in advance and held in escrow pending completion of the case. Additionally, IN THE EVENT THAT A UNION IS NOT RESPONSIBLE FOR THE COSTS OF ARBITRATION OR ALTERNATE DISPUTE RESOLUTION SERVICES, AND THE EMPLOYEE/COMPLAINANT IS PROCEEDING IN THE ABSENCE OF A UNION, THE ARBITRATOR WILL REQUIRE THAT THE EMPLOYER/COMPLAINANT PROVIDE AN ADVANCE PAYMENT, IN THE AMOUNT TO BE DETERMINED BY THE ARBITRATOR, TO BE HELD IN ESCROW TO COVER HIS/HER SHARE OF THE ARBITRATION OR ALTERNATE DISPUTE RESOLUTION COSTS.

G) OTHER INFORMATION/COMMENTS.

FEE OF \$600 PER HOUR FOR ALL ALTERNATE DISPUTE RESOLUTION OR MEDIATION SERVICES, WITH A MINIMUM OF \$3000 PER DAY.

SIGNED AND SUBMITTED BY ARBITRATOR SELCHICK ON MARCH 18, 2024

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.

JEFFREY M. SELCHICK, ESQ.
ATTORNEY-ARBITRATOR

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FEE SCHEDULE AND CANCELLATION POLICY EFFECTIVE 7/1/24

Arbitration per diem fee

Per diem fee of \$3,000 for each day or part thereof devoted to Arbitration, discussion, consultation, research, study and preparation of Opinion and Award. Typically, two (2) days of discussion, consultation, research, study and preparation writing time will be billed for each day of Arbitration. Travel time will be charged as appropriate. Plus, reimbursement of all reasonable and necessary travel expenses incurred.

Triage Fee

Per diem fee of \$4,800 for each day of Triage, which includes preparation of all awards arising from the Triage Session(s).

Alternate Dispute Resolution Fee

Fee of \$600 per hour for all alternate dispute resolution, mediation services, fact-finding, or investigations, with a minimum of \$3,000 per day.

Cancellation Policy

The full per diem will be charged if the scheduled date is canceled for any reason with less than thirty (30) full calendar days notice, excluding legal holidays. Also, will charge for any nonrefundable expenses or change fees (i.e., hotel, airlines.) In the event consecutive hearing dates are scheduled, sixty (60) full calendar days notice is required to avoid late cancellation fees charged for all consecutive dates.

Escrow Policy

In cases where a party has not established acceptable credit with the Arbitrator, the entire fee may be requested in advance and held in escrow pending completion of the case.

Liability Policy

All fees and expenses charged in accordance with this schedule will be split evenly between the parties unless controlling legislation of the parties' agreement provides otherwise (e.g., employer pays, loser pays, etc.). However, if any party fails or refuses to pay its share in accordance with such provision(s), all parties will be held jointly and severally liable for payment of all fees and expenses.

Acceptance

Unless agreed to in writing to terms different from those outlined herein, the utilization of Arbitrator services constitutes acceptance by the parties of these terms regardless of the provisions of any agreement between the parties.

Interest

Interest at the rate of 1% per month shall be charged for all bills not paid after 30 days.