

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

RESUME OF PANEL ARBITRATOR

TIA SCHNEIDER DENENBERG
RED HOOK, NY 12571-9132

Occupation: ARBITRATOR

EDUCATION:

School of Industrial and Labor Relations, Cornell University, B.S., 1967
University of Cambridge (England), Foreign Language Studies, 1970-71

PROFESSIONAL AFFILIATIONS:

National Academy of Arbitrators (Chair, *Chronicle* Comm., 1984-89; Program Chair, 1991; Audit Comm., 2002-04; Bd of Directors, Research & Ed. Foundation, 2005-11). **Assn for Conflict Resolution** (Board of Directors, 1980-83; Program Chair, 1986; Nominations Chair, 1984-85). **American Arbitration Assn** (Eastman Arbitration Library Comm., 1987). **Labor & Employment Relations Assn** (National Exec. Bd; Co-Chair of Dispute Resolution Section; Editorial Bd. of *Perspectives*, 2001-04; National Nominating Comm., 1988; President of Hudson Valley Chapter, 1996-97; Outstanding Practitioner Award, 2012). **Cornell University ILR School** (Alumni Assn Bd of Directors, 1992-98; Visiting Fellow, 1986-90; Adjunct Professor, Extension Division, 1976-86). **Town Justice, Columbia County** (2000-present). **Co-Director, Workplace Solutions, Inc.**, a not-for-profit organization helping labor & management resolve conflict (www.wps.org)—grantee of the Hewlett Foundation Program in Conflict Resolution, 1994-2002.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

National Appointing Agencies: AAA, American Dispute Resolution Center, FMCS, Nat'l Mediation Bd.; **State and Municipal Appointing Agencies:** Pennsylvania Bureau of Mediation, Massachusetts Bd. of Conciliation & Arbitration, NYC Office of Coll. Barg., NYS PERB, NJ PERC, NJ State Mediation Board. **Public Authority Membership:** Member, US Foreign Service Labor Relations Board, Washington DC (Terms: 1986-2002). Member, Presidential Emergency Bd #224, LIRR & UTU, 1994. **Permanent Arbitration Panels (Current & Former):** Permanent arbitrator in private sector industries including: airlines (United Airlines & ALPA, AFA, IAMAW, Pan Am & Int'l Union of Flight Attendants, American Airlines & APFA, American Eagle Airlines & AFA); communications (Verizon & IBEW Local 827, Lucent & CWA, Cingular Wireless & CWA Dist. 3, AT&T & CWA, BellSouth & CWA); entertainment (Actors Equity Assn & League of Off-Broadway Theatres & Producers, Producers Guild (Business Theatre), Council of Stock Theatres & Producers (Summer Stock Non-Resident), Society of Stage Directors & Choreographers & League of Off-Broadway Theatres & Producers); Yale University & Federation of University Employees, Local 35. PEF & United Steelworkers, Local 9265. Social Security Administration/AFGE, USMX-ILA (U.S. Maritime Alliance, Ltd.-Int'l Longshoremen's Assn) Master Drug & Alcohol Program. Columbia County (NY) Corrections Officer's Benevolent Assn (AFSCME) and Columbia County Sheriff; Lifespire, Inc. & CSEA, Local 1000 (AFSCME). United States Postal Service and National Rural Letter Carriers' Assn (Northeast Region). **Permanent arbitrator or interest arbitrator** in states of NY (PEF, NYS & PBA of NYS Troopers, United University Professions, and CSEA), CT, NJ, MA and PA in public employment disputes in transportation, corrections, health care, mental health, law enforcement, firefighting, and education (NYC Bd of Ed & UFT; Section 3020-A NYS Ed. Law; Impartial Hearing Officer, NYS Ed. Dept, Office of Special Education Services for Children with Disabilities, under state & federal statutes, since 1996). **Ad Hoc Arbitration:** Arbitrating since 1975 in wide range of employment settings in public & private sectors throughout US. Issues include contract interpretation, discipline & discharge, work assignment, absenteeism and tardiness, promotion & demotion, layoff, bumping, recall, transfer, vacation, holidays & leaves of absence, subcontracting, working conditions, safety, job posting & bidding, mgmt. rights, union security, union activities, union dues, alcohol & drug abuse/rehabilitation, drug testing, sexual harassment, patient abuse, domestic violence, discrimination by race, gender, age or handicap, affirmative action, arbitrability (procedural & substantive), dishonesty & falsification, theft, job performance, physical violence & threats, insubordination/refusal of work, strike & strike-related activity, evaluations, insurance, pension & welfare plans, health & hospitalization, retirement, disability leaves, transfers & reassignments, job bidding and posting, strikes, work stoppages, slowdowns & lockouts, tenure & reappointment, wages, job classification & rates, merit and cost-of-living increases, overtime distribution, premium & incentive pay, out-of-classification assignments, personnel files, union fee disputes, fee payer disputes.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

AAA Distinguished Service Award for Arbitration of Labor Management Disputes ("The Owl"), 1992; J. Noble Braden Chair for Development of Labor Arbitration, AAA, 1986-87. Recognized by NYS PERB for significant contribution to public sector collective bargaining, 1992. Co-Author with R. V. Denenberg of "The Future of the Workplace Dispute Resolver" and other articles in *Dispute Resolution Journal*; co-author, *Alcohol & Other Drugs: Issues in Arbitration*, BNA Books, 1991; co-editor, *Attorney's Guide to Drugs in the Workplace*, ABA, 1996; *A Guide for Labor Mediators* by Eva Robins with T.S. Denenberg), University of Hawaii, 1976. Speaker, lecturer, trainer or organizer at professional events throughout US & abroad since 1976. Co-Director, Int'l Seminars on Comparative Industrial Relations held annually at Oxford & Cambridge Universities, 1983-95, sponsored by BNA, ABA, American Arbitration Assn, Cornell University, and the University of California at Berkeley. Member, FMCS Training Team, conducting Workshops for Labor, Management & Government in Latvia & Lithuania, Sept. 2001, on behalf of US State Department. Cornell University ILR School McKelvey Neutral-in-Residence for 2008-09 academic year.

PER DIEM FEE: \$1,700 (grievance)
\$1,900 (interest)

ADJOURNMENT FEE: Per diem if cancelled with fewer than
30 calendar days' notice.

SIGNED AND SUBMITTED BY ARBITRATOR DENENBERG MAY 15, 2014

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **TIA Schneider DENENBERG**

The following is a description of my fees and expenses:

A) HEARING TIME. (1) My per diem is \$1,700 for grievance arbitration, \$1,900 for interest arbitration, for each day or any part thereof spent hearing a case. (2) If a hearing day exceeds 6 hours in a single day, a second per diem may be charged.

B) STUDY TIME. (1) I charge \$1,700 (grievance), \$1900 (interest) for each day spent in preparation of the opinion and award. (2) This charge will be prorated (half-day increments) for partial days devoted to such preparation.

C) TRAVEL TIME AND EXPENSES. (1) A prorated per diem (half-day increments) may be charged when the arbitrator must spend more than four hours going to and from the hearing. If the hearing day itself lasts less than eight hours, the remaining hours will be credited against travel time. (2) Actual, travel-related expenses incurred in connection with the hearing will be billed, including the cost of lodging and subsistence when an overnight stay is necessary. Where appropriate, mileage for auto travel will be charged at the current IRS rate.

D) POSTPONEMENT OR CANCELLATION FEES. A full per diem fee of \$1,700 (grievance) or \$1,900 (interest), as appropriate, will be charged unless the arbitrator receives notice of a postponement or cancellation at least 30 days in advance of the scheduled hearing.

E) ADDITIONAL CHARGES. The arbitrator charges separately for unusual expenses, such as conference calls and express delivery service. Interim bills are issued after each hearing day or when a cancellation fee is incurred. The arbitrator reserves the right to charge a penalty for bills that are unpaid after 60 days.

F) GENERAL TERMS. (1) Billing for fees and expenses will be divided equally between the parties unless other arrangements are required by the collective bargaining agreement or the conditions of the appointment. (2) When a late cancellation or postponement of a hearing incurs a fee, the parties may agree that one of them shall bear the entire per diem. Responsibility for payment is discussed with the parties when the arbitrator receives a motion to postpone or cancel.

G) OTHER INFORMATION/COMMENTS. Whenever possible, hearings will be scheduled in such a manner that travel expenses and travel time can be shared pro rata among several cases, resulting in a saving for each party.

H) ADMINISTRATIVE FEE. The arbitrator reserves the right to charge an administrative fee of \$850 for any case in which no hearing occurs despite repeated re-scheduling and no cancellation fee has been incurred.

SIGNED AND SUBMITTED BY ARBITRATOR TIA S DENENBERG ON May 15, 2014

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.