

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

RESUME OF PANEL ARBITRATOR

CAROL WITTENBERG

Occupation: MEDIATOR/ARB

New York, NY 10018

EDUCATION:

B.S., CORNELL UNIVERSITY, NYSSILR (1965)
M.S., HUNTER COLLEGE (1975)

PROFESSIONAL AFFILIATIONS:

Member, National Academy of Arbitrators
American Arbitration Association

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Department of Education (NYC) and United Federation of Teachers; United Parcel Service and IBT; Verizon and CWA; AT&T and IBEW; New York Times and the Newspaper Guild; Cooper Union and UFT; NBC, ABC, CBS and Writers Guild and Directors Guild of America; Major League Baseball of MLB Players' Association; Continental Airlines and ALPA, IBT and IAMAW; US Airways and ALPA, AFA and IAMAW; American Airlines and APFA and TWU; Spirit Air, Pinnacle Air and Comair & ALPA; and British Airways and IAMAW.

MEDIATION & FACT FINDING EXPERIENCE:

PERB Mediator and Fact Finder.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Extension Faculty Member of Cornell University's NYSSILR from 1969-1975 and 1981-1989.
Member, New York City Board of Collective Bargaining.

PER DIEM FEE: \$2,400
Interest Arbitration: \$2,500

ADJOURNMENT FEE: \$2,400
Interest Arbitration: \$2,500

SIGNED AND SUBMITTED BY ARBITRATOR WITTENBERG ON OCTOBER 18, 2017

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **CAROL WITTENBERG**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is **\$2,400*** for each day or any part thereof spent hearing a case.

***\$2,500** – Interest Arbitration

(2) If a hearing day exceeds 8 hours, I charge:

_____ a second full per diem _____ a prorated per diem

X no additional charge _____ other (describe)

(3) Additional comments:

B) STUDY TIME.

(1) I charge **\$2400** for each day spent in preparation of the opinion and award.

(2) This charge _____ will X 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): \$200 per hour

(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 **\$2400*** will be charged unless I receive notice of a postponement or cancellation:

***\$2,500** - Interest Arbitration

 X within 28 calendar days of the scheduled hearing date

_____ 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

INTEREST AT THE CURRENT RATE FOR ALL PAST DUE BILLS IN EXCESS OF 90 DAYS

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:

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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.