

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

**RESUME OF PANEL ARBITRATOR**

---

BARBARA C DEINHARDT

Occupation: ARBITRATOR / MEDIATOR

BROOKLYN, NY 11231

Falls Village, CT 06031

---

**EDUCATION:**

B.A., YALE COLLEGE, *MAGNA CUM LAUDE* WITH DISTINCTION IN PSYCHOLOGY, PHI BETA KAPPA  
J.D., BOALT HALL SCHOOL OF LAW, UNIVERSITY OF CALIFORNIA, BERKELEY  
CERTIFICATE OF PROFICIENCY IN EMPLOYMENT LAW AND MEDIATION, NYU SCHOOL OF LAW,  
CENTER FOR LABOR AND EMPLOYMENT LAW

**PROFESSIONAL AFFILIATIONS:**

National Academy of Arbitrators; Fellow, College of Labor and Employment Lawyers; Berkeley Journal of  
Employment and Labor Law, National Advisory Board; New York State Bar Association; Labor and Employment  
Law Section, former Chair Arbitration Committee, former Secretary, former District Representative; LERA

**ARBITRATION, MEDIATION & FACT FINDING EXPERIENCE: (Arbitrator since 1995)**

Hundreds of decisions in following panel memberships and permanent panels including American Arbitration  
Association, Labor Panel; NYS Employment Relations Board; NYS Public Employment Relations Board; NYC  
Office of Collective Bargaining; National Mediation Board; National Railroad Adjustment Board; Federal Mediation  
and Conciliation Service; New Jersey Public Employment Relations Commission; 1199 & 1199 employees; CSEA  
and New York State; NJ Teacher Tenure Panel. Formerly United States Postal Service and National Postal Mail  
Handlers Union (expedited); United States Postal Service and the National Association of Letter Carriers (expedited  
and regular); Eagle Electric and UAW Local 365; Tavern on the Green and HERE Local 6; Amtrak and Brotherhood  
of Railway Carmen/Sheet Metal Workers/ARASA/TCIU/TWU; BNSF Railway and BMW; Norfolk Southern Railway  
and Brotherhood of Railway Carmen; Staten Island Rapid Transit Operating Authority and TCIU; Metro North and  
IBEW; Air Line Pilots Assn and Pan American Airways Corp.

**OTHER RELEVANT OR EQUIVALENT EXPERIENCE:**

Extensive labor/management relations, mediation and fact-finding experience: Chair, New York State Employment  
Relations Board; Chair, Member, General Counsel NYS Workers' Compensation Board; General Counsel and  
Deputy Comm'r, NYS Department of Labor; private labor law practitioner; NLRB Attorney; ombudsman and  
mediator in various workers' compensation ADR programs; representation card counts and alternative  
representation elections; numerous labor and employment related mediations/negotiations; negotiated rulemaking  
in public service. Member, Presidential Emergency Board 248 (appointed by President Barack Obama); Foreign  
Service Grievance Board (appointed by Secretaries of State Albright, Powell and Rice)

**PER DIEM FEE:** \$2400

**ADJOURNMENT FEE:** \$2400  
per diem cancellation fee within  
21 days of hearing.

**SIGNED AND SUBMITTED BY ARBITRATOR DEINHARDT ON February 16, 2021**

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

BILLING DISCLOSURE STATEMENT

---

ARBITRATOR'S NAME: BARBARA C DEINHARDT

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2400 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 8 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 \$2400 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 8 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                      \_\_\_\_\_ Other (describe):

(3) When the scheduled hearing day(s) requires an overnight stay:

\_\_\_\_\_ There is no charge, other than for lodging and subsistence.  
X I charge as follows (describe): prorated per diem

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

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

  X   within   21   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  No
- Duplication .....  Yes  No
- Fax .....  Yes  No
- Finance or late payment charge (describe): \_\_\_\_\_  Yes  No  
1% PER MONTH FOR AMOUNTS MORE THAN 30 DAYS OVERDUE\*
- Postage .....  Yes  No
- Secretarial .....  Yes  No
- Telephone .....  Yes  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): \*Although my initial bill will note each party's one-half share, applicable law makes both parties jointly and severally responsible for the entire amount due. My bill is payable when rendered. Accounts more than thirty (30) days overdue will be subject to a finance charge of one percent (1%) a month, which is an annual percentage rate of 12.68%.

G) OTHER INFORMATION/COMMENTS.

(1) If air travel is required, tickets are purchased at full refundable rate unless parties request a non-refundable ticket and agree to reimburse the full amount of the ticket cost in the event of a cancellation (whether or not in the cancellation period).

(2) In the event I deem it necessary to retain the services of an outside firm to pursue collection of unpaid invoices (or portions thereof), the non-paying party will be responsible for payment of all reasonable fees (including attorney's fees) and costs incurred in connection with collection of amounts owed.

**SIGNED AND SUBMITTED BY ARBITRATOR DEINHARDT DATED February 16, 2021**

**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.**