

**Public Employment Relations Board  
PO BOX 2074, ESP AGENCY BLDG 2, FLS 18 & 20  
Albany, NY 12220-0074**

**RESUME OF PANEL ARBITRATOR**

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FULL NAME: Keith D. Greenberg, Esq.

CITY, STATE, ZIP: Hamburg, NY 14075

OCCUPATION: Impartial Arbitrator and Mediator

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**EDUCATION:**

J.D., University of Michigan Law School  
B.S.I.L.R., Cornell University ILR School

**SELECTED PROFESSIONAL AFFILIATIONS:**

- Member, National Academy of Arbitrators (Board of Governors; Technology Coordinator)
- Board of Directors, National Academy of Arbitrators Research and Education Foundation
- Neutral Co-Chair, Webinar Committee, American Bar Association (ABA) Section of Labor and Employment Law
- Second Vice President, Society of Federal Labor and Employee Relations Professionals (SFLERP)
- Fellow, American Bar Foundation
- Employment Committee, ABA Section of Dispute Resolution (Co-Chair, 2016-2020)
- National Association of Railroad Referees
- Cornell ILR Alumni Association
- Cuban American Bar Association

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

- Roster of Arbitrators, Federal Mediation and Conciliation Service
- Labor Arbitration Panel, American Arbitration Association
- Roster of Labor Arbitrators, The Labor Relations Connection
- Roster of Labor Arbitrators, National Mediation Board
- Roster of Labor Arbitrators, Pennsylvania Bureau of Mediation
- Grievance Arbitration Panel, New Jersey Public Employment Relations Commission
- Voluntary Grievance Arbitration Panels, New York State Public Employment Relations Board
- Register of Neutrals, New York City Office of Collective Bargaining
- Labor Arbitration Panel, New Jersey State Board of Mediation
- Labor Arbitration Panel, Public Employees Relations Board, U.S. Virgin Islands
- Impartial Labor Relations Administrator, Washington Suburban Sanitary Commission (WSSC Water)
- United Parcel Service – International Brotherhood of Teamsters National Arbitration Panel (Eastern Region)
- New York City Department of Education – United Federation of Teachers 3020-a Panel
- United States Postal Service – American Postal Workers Union Regular Arbitration Panels
- United States Postal Service – National Postal Mail Handlers Union Regular Arbitration Panel
- National Archives and Records Administration – AFGE Council 260, Local 2578 Arbitration Panel
- Maryland Transit Administration – Amalgamated Transit Union Local 1300 Arbitration Panel
- Major League Baseball – Major League Baseball Players Association Salary Arbitration Panel
- Penn. State System of Higher Education – Assoc. of Penn. State College & University Faculties Arbitration Panel
- United States Environmental Protection Agency – National Treasury Employees Union Panel
- Prince George's County Public Schools and ACE-AFSCME, Local 2250 Arbitration Panel
- United States Department of Energy – National Treasury Employees Union Arbitration Panel

Issues include:

Arbitrability; Bargaining Unit Work; Conduct (off-duty/personal); Disability; Discipline and Discharge; Discrimination; Drug/Alcohol Offenses; Fact-finding; Fringe Benefits; Health/Hospitalization; Insurance; Job Classification & Rates; Job Performance; Job Posting/Bidding; Jurisdictional Dispute; Layoffs/Bumping/Recall; Leave; Management Rights; Merit Pay; Official Time; Overtime Pay; Past Practices; Race; Seniority; Severance Pay; Sexual Harassment; Subcontracting/Contracting Out; Tenure/Reappointment; Union Security; Vacation; Vacation Pay; Violence or Threats; Wages; Work Hours/Schedules/Assignments; and Working Conditions/Work Orders

**MEDIATION & FACT-FINDING EXPERIENCE:**

- Labor Mediation Panel and Employment Mediation Roster, American Arbitration Association
- Roster of Mediators, United States Office of Congressional Workplace Rights
- Roster of Mediators, U.S. Equal Employment Opportunity Commission RESOLVE Internal ADR Program
- Roster of Neutrals, Scheinman Institute on Conflict Resolution, Cornell University ILR School

**OTHER RELEVANT OR EQUIVALENT EXPERIENCE:**

Fluent in Spanish

**PER DIEM FEE:** \$ 1,800.00

**ADJOURNMENT FEE:** \$ 1,800.00

**SUBMITTED BY ARBITRATOR Keith D. Greenberg ON June 28, 2022**

Public Employment Relations Board  
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Albany, NY 12220-0074

BILLING DISCLOSURE STATEMENT

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ARBITRATOR'S NAME: **Keith D. Greenberg, Esq.**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1,800 for each day or any part thereof spent hearing a case.

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

a second full per diem

a prorated per diem

no additional charge

other (describe) :

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$ 1,800 for each day spent in preparation of the opinion and award.

(2) This charge  will  will not be prorated for partial days devoted to such preparation.

(3) Additional comments: My per diem charges (rounded to the nearest half-day) are applied pro rata on the basis of an eight hour billed day to actual time spent in prehearing matters, in review of the record and briefs, in preparation of the Opinion and Award, and in any posthearing matters.

C) TRAVEL TIME AND EXPENSES.

(1) When travel time plus hearing time exceeds eight (8) hours in a calendar day:

Not applicable (no additional charge)

I charge as follows (describe): Per diem charges may be made on a pro rata basis for time spent traveling to and from the hearing from my business address. Charges are also made for actual and necessary expenses of travel, lodging, meals, and incidentals that may relate to the hearing.

(2) I charge for actual, travel-related expenses incurred in connection with the case  YES  NO.

Where appropriate, a mileage charge for auto travel will be billed at:

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.

I charge as follows (describe):

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 1,800 will not be charged unless I receive notice of a postponement or cancellation:

Within        calendar days of the scheduled hearing date

Other (describe): The full per diem charge for scheduled dates of hearing is payable if I first receive notice of the cancellation or postponement less than 15 days prior to a scheduled hearing date of a single day or less than 30 days prior to: a) the first of consecutively scheduled hearing dates (two or more consecutive dates reserved, including on consecutive business days); or b) the first of multiple hearing dates scheduled in the same calendar week.

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):

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): N/A

G) OTHER INFORMATION/COMMENTS:

**SUBMITTED BY ARBITRATOR Keith D. Greenberg, Esq. ON June 28, 2022**

**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.**