

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

**RESUME OF PANEL ARBITRATOR**

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STUART E BAUCHNER, ESQ

Occupation: ARBITRATOR

NEW YORK, NY 10025

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**EDUCATION:**

YALE LAW SCHOOL - J.D. 1984  
RUTGERS COLLEGE - B.A. 1977

**PROFESSIONAL AFFILIATIONS:**

National Academy of Arbitrators. AAA; FMCS; NMB; NYPERB; NJSMB; NJPERC; OCB; PAERP; and FINRA Arbitration Panels.

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

Public and Private Sector Arbitration in numerous industries including: Bridges and Tunnels, Building Trades, Corrections, State, County & Local Government, Education, Food Services, Health Care, Oil and Chemicals, Police, Public & Private Transportation, Publishing, Retail, Sanitation & Utilities.

Permanent Arbitrator and Hearing Officer: Columbia University and TWU, Local 241; Maimonides MC and New York State Nurses Assoc.; Mercy Hospital and 1199, SEIU; Morris Heights and 1199, SEIU; NYS and NYS Troopers PBA; NYS (Rent Reg. Serv.) and DC 37, AFSCME; NYS Ct. System and Ct. Officers Benev. Assoc; NYS Thruway and IBT, Local 72; NY Times and Newspaper Guild of NY; Realty Advisory Board and Local 32B-32J, SEIU; Port Authority of NY & NJ and; Port Authority PBA; Port Authority of NY & NJ and Local 1400, TWU; St John's Riverside Hospital and New York State Nurses Assoc.; Suffolk County Water Authority and Local 393, UWUA; The Long Island Home and IUOE, Local 30.

Issues: Arbitrability, contract interpretation/application, discharge, discipline, discrimination, disability, overtime, wages, health and pension benefits and contributions, and management rights.

**MEDIATION & FACT FINDING EXPERIENCE:**

Mediated numerous labor and employment disputes as court or party-designated mediator or arbitrator. Supervised numerous union elections as court or party-appointed neutral.

**OTHER RELEVANT OR EQUIVALENT EXPERIENCE:**

Adjunct Professor of Labor Law: SUNY Old Westbury - 1996-1997  
Partner: Vladeck, Waldman, Elias & Engelhard, P.C. - 1990-1993  
Associate: Vladeck, Waldman, Elias & Engelhard, P.C. - 1986-1990  
Law Clerk: U.S. District Court Judge Joseph S. Lord, III (EDPA) - 1984-1986

**PER DIEM FEE:** \$2,600

**ADJOURNMENT FEE:** \$2,600 (if 30 or fewer days notice)

**SIGNED AND SUBMITTED BY ARBITRATOR BAUCHNER ON FEBRUARY 20, 2023**

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BILLING DISCLOSURE STATEMENT

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ARBITRATOR'S NAME: STUART E BAUCHNER, ESQ

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2,600 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 7 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 \$2,600 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 9 hours in a calendar day:

\_\_\_\_\_ Not applicable (no additional charge)

X I charge as follows (describe): A 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:

X There is no charge, other than for lodging and subsistence.

\_\_\_\_\_ I charge as follows (describe):

(4) Additional Comments: A PRO RATED PER DIEM IS CHARGED FOR TRAVEL TIME THE DAY BEFORE OR AFTER A HEARING. IF TRAVEL TIME PRECLUDES THE SCHEDULING OF A HEARING ON THE DAY OF TRAVEL, A FULL PER DIEM IS CHARGED.

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of **\$2,600** will be charged unless I receive notice of a postponement or cancellation:

\_\_\_\_\_ within \_\_\_\_\_ calendar days of the scheduled hearing date

  X   other (describe): at least a 30 days before the start of the hearing

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): \_\_\_\_\_ Yes   X   No

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.

**SIGNED AND SUBMITTED BY ARBITRATOR BAUCHNER ON FEBRUARY 20, 2023**

**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.**