

**Public Employment Relations Board
80 Wolf Road, Suite 500
Albany, NY 12205-2656**

RESUME OF PANEL ARBITRATOR

FULL NAME: Melissa H. Biren

CITY, STATE, ZIP: Maplewood, NJ 07040

OCCUPATION: Arbitrator and Mediator

EDUCATION:

JD, magna cum laude, Albany Law School, Union University. Member Albany Law Review.
BA, with honors, Harpur College - SUNY Binghamton. Phi Beta Kappa.

PROFESSIONAL AFFILIATIONS:

National Academy of Arbitrators (NAA); NYS Bar Association (Labor & Employment Law Section); American Bar Association (Labor & Employment Law Section); NJ State Bar Association (Labor & Employment Law Section); NJ Labor and Employment Research Association - LERA (past president); Sidney Reitman Employment Law American Inn of Court.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

As a full time arbitrator and mediator of labor and employment matters, heard and decided hundreds of cases in both the public and private sectors, resolving a broad range of contract and disciplinary issues involving diverse businesses, industries, government entities/agencies and unions.

Listed on the following arbitration panels: American Arbitration Association (Labor and Employment panels); Federal Mediation and Conciliation Service; NYC Office of Collective Bargaining; NYS Public Employment Relations Board; NJ Public Employment Relations Commission; NJ State Board of Mediation.

Serve on the following permanent arbitration panels: City University of New York/Professional Staff Congress; NYC Department of Education/United Federation of Teachers (3020-a panel); NYC Transit Authority/Transport Workers Union Local 100 (Disciplinary panel); Realty Advisory Board on Labor Relations/Service Employees International Union Local 32BJ; US Postal Service/American Postal Workers Union; Washington Metropolitan Area Transit Authority/Local 689 Amalgamated Transit Union.

Decided cases involving contract and disciplinary issues, including, but not limited to: absenteeism, arbitrability, bargaining unit work, benefits, contracting out, discrimination, drug/alcohol, dues payments, health and safety, insubordination, job performance, jurisdictional disputes, lay-offs, management rights, off-duty conduct, out-of-title work, past practices, retaliation, scheduling, sexual harassment, seniority, tenure/reappointment, threats, union activity, wages, working hours and conditions, work stoppages and workplace violence.

MEDIATION & FACT-FINDING EXPERIENCE:

Served as mediator of labor and employment disputes in both the public and private sectors in a variety of industries, successfully resolving workplace disputes, before and after litigation has commenced.
Conducted independent investigations.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Publications: "Discipline and Discharge in Arbitration, Second Edition", Norman Brand and Melissa H. Biren, Editors-in-Chief (BNA, 2008).

Recent Speaking Engagements: 31st Annual NLRB Labor Law Conference, "The Impact of Federal and State Court Decisions on Arbitration Practice in NJ"; 29th Annual NJPERC Conference on Public Sector Labor Relations Law "How Arbitrators Rule"; NYS Bar Association Labor & Employment Law Section Fall Meeting 2007, "How Not to Lose the Trier of Fact: An Arbitrator's Perspective"; Lecturer, Scheinman Institute's Labor Arbitration Development Program, "The Seven Tests of Just Cause".

Admitted to practice law in NY, NJ and CT. Over 20 years of prior legal experience concentrating in the areas of traditional labor and employment law, including collective bargaining negotiations, contract administration, employee benefits and labor and employment litigation, claims, charges and grievances with respect to a broad range of issues.

PER DIEM FEE: \$ 1,600.00

ADJOURNMENT FEE: \$ 1,600.00 for each scheduled hearing date, unless more than 21 calendar days notice of adjournment or cancellation is provided.

SUBMITTED BY ARBITRATOR Melissa H. Biren ON October 4, 2010

Public Employment Relations Board
80 Wolf Road, Suite 500
Albany, NY 12205-2656

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **Melissa H. Biren**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1,600.00 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

a prorated per diem

no additional charge

other (describe) :

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$ 1,600.00 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:

C) TRAVEL TIME AND EXPENSES.

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

Not applicable (no additional charge)

I charge as follows (describe): Generally, no charge for travel time. If, however, one-way travel time exceeds 4 hours, a pro rata per diem will apply.

(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 \$ 1,600.00 will be charged unless I receive notice of a postponement or cancellation:

- Within calendar days of the scheduled hearing date
- Other (describe): More than 21 calendar days prior to the scheduled hearing date.

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

Bills are due upon presentation. Accounts more than 30 days past due will accrue interest at the rate of one percent (1%) per month, an annual rate of 12.68%.

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): If an outside firm is retained 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.

G) OTHER INFORMATION/COMMENTS:

SUBMITTED BY ARBITRATOR Melissa H. Biren ON October 4, 2010

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.