

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

RESUME OF PANEL ARBITRATOR

NOEL B. BERMAN

Occupation: ARBITRATOR

New York, New York 10024

Canaan, New York 12029

EDUCATION: B.S. CCNY
LL.B COLUMBIA LAW SCHOOL

PROFESSIONAL AFFILIATIONS:

New York City Bar Association
New York City LERA

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Twenty-five years experience in trying cases and negotiating labor agreements. Arbitrator since 1998. Listed on AAA, FMCS, NMB, NYCOCB, NJPERC panels. Since 2002, have served on the arbitration panel established under labor agreement between L. 32BJ, SEIU and Realty Advisory Board on Labor Relations in New York City. Have disposed of cases involving discipline, contract interpretation, seniority/layoff, job bidding, premium pay, duty to bargain, as well as cases arising under benefit plans.

MEDIATION & FACT FINDING EXPERIENCE:

EEOC contract mediator, 1999-2000
EDNY mediation panel
Participant in NYU Law School mediation program for first-year law students

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Served as hearing officer on workers compensation-type issues under labor agreement between Westchester County and Correction Officers, 1998-99.
Interest arbitrator, City of Purcell, OK and International Assn of Firefighters, L. 3596, 2008-09.

PER DIEM FEE: \$1,400

ADJOURNMENT FEE: Full per diem if fewer than 2 calendar weeks' notice

SIGNED AND SUBMITTED BY ARBITRATOR BERMAN ON SEPTEMBER 16, 2010

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **NOEL B. BERMAN**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1,400 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: **I DON'T USE A STOP WATCH. THE EXTRA CHARGE ASSUMES A SIGNIFICANT RUN-OVER.**

B) STUDY TIME.

(1) I charge \$1,400 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: **I DON'T PRORATE THE FIRST PREP DAY.**

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): **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 DAY DEVOTED SOLELY TO TRAVEL IS CHARGED AT PER DIEM RATES. IN GENERAL, I TRY TO APPLY A RULE OF REASON IN CHARGING FOR MY SERVICES.**

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$1,400 will be charged unless I receive notice of a postponement or cancellation:

X Within 14 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

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):

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.