

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

RESUME OF PANEL ARBITRATOR

FULL NAME: Melissa H. Biren

CITY, STATE, ZIP: Maplewood, NJ 07040

OCCUPATION: Arbitrator & Mediator

EDUCATION:

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

PROFESSIONAL AFFILIATIONS:

National Academy of Arbitrators (past Chair of NAA NY/NJ Metro Region); NYS Bar Association (Labor & Employment Law Section); NJ State Bar Association (Labor & Employment Law Section, Executive Committee); ABA (Labor & Employment Law Section); NJ LERA (past president); NYC LERA; Sidney Reitman Labor & Employment Law American Inn of Court

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Listed on various panels, including: NYS PERB; AAA (Labor & Employment Panels); FMCS; NYC Office of Collective Bargaining; NJ PERC, NJ Board of Mediation

Also serve on numerous permanent panels, including, but not limited to: CUNY/Professional Staff Congress; Huntington Hospital/Huntington Hospital Nurses' Association; NYC Department of Education/United Federation of Teachers; NJ Department of Education Teacher Tenure Panel; NYS Section 3020a Panel; Realty Advisory Board of Labor Relations/SEIU Local 32BJ; Temple University Hospital/PASNAP; UPS/IBT Local 177; USPS/NRLC
Serve as the Special Master under the collective bargaining agreement between the NYC Department of Education and IUOE Local 891 and is a named arbitrator in various public and private sector collective bargaining agreements.

Experience includes broad range of contract and disciplinary issues as well as statutory and common law claims in both the public and private sectors.

MEDIATION & FACT-FINDING EXPERIENCE:

Served as mediator, fact-finder and super-conciliator for various public sector unions and local entities in New Jersey with respect to negotiations for collective bargaining agreements.
Mediated numerous workplace disputes in the labor and employment law areas.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Publications: *Discipline and Discharge in Arbitration, Third Edition*, Norman Brand and Melissa H. Biren, Editors-in-Chief (BNA, 2015); *Discipline and Discharge in Arbitration, Second Edition*, Norman Brand and Melissa H. Biren, Editors in Chief (BNA, 2008).

Admitted to practice law in New York, New Jersey and Connecticut

Prior to becoming an arbitrator and mediator in 2002, served as General counsel, as well as labor, employment and litigation counsel, to domestic and international companies and as an associate in the labor/employment and litigation departments of NYC law firms.

Frequent speaker at professional meetings on labor and employment law topics.

PER DIEM FEE: \$ 2,300.00

ADJOURNMENT FEE: \$ 2,300.00

SUBMITTED BY ARBITRATOR Melissa H. Biren ON July 10, 2019

Public Employment Relations Board
PO BOX 2074, ESP AGENCY BLDG 2, FL 20
Albany, NY 12220-0074

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 \$2,300 for each day or any part thereof spent hearing a case.

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

a second full per diem

a prorated per diem

no additional charge

X other (describe) : Generally no charge unless the hearing goes exceptionally long and then pro-rata per diem

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$ 2,300 for each day spent in preparation of the opinion and award.

(2) This charge XX 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): If travel is required on a day other than the hearing date, then a pro-rata per diem fee will be charged. If travel on hearing date exceeds five hours, a pro-rata per diem fee is charged. No charge for travel time in NY/NJ Metro area.

(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. (If travel is required on day other than hearing day, charge for travel time per above.)

I charge as follows (describe):

(4) Additional Comments: 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).

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 2,300 will not be charged unless I receive notice of a postponement or cancellation:

- Within 28 calendar days of the scheduled hearing date
- Other (describe): Cancellation or adjournment request must be in writing (email sufficient)

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
I reserve the right to add interest on invoices that are not paid within 30 days
- 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): 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.

G) OTHER INFORMATION/COMMENTS:

SUBMITTED BY ARBITRATOR Melissa H. Biren ON July 10, 2019

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.