

**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: Melissa H. Biren

CITY, STATE, ZIP: Morris Plains, NJ 07950

OCCUPATION: Arbitrator & Mediator

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**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 (Chair, DEIB Implementation Committee, former member of Board of Governors, 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); NJ LERA (past president); 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, The Labor Relations Connection  
Designated Panel Chair under new collective bargaining agreement between Major League Baseball and Major League Baseball Players Association covering Minor League Baseball players, serve as the Special Master under collective bargaining agreement between NYC Dept. of Education and IUOE Local 891, and is a named arbitrator in several building service industry agreements and other agreements in the public and private sectors.  
Serve on numerous permanent panels, including, but not limited to: Alliance of Motion Picture and Television Producers/Screen Actors Guild-American Federation of Television and Radio Artists; CUNY/Professional Staff Congress; 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; USPS/NRLCA  
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 member of interest arbitration panel under NYC OCB; 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:** \$ 2,700.00

**ADJOURNMENT FEE:** \$ 2,700.00

**SUBMITTED BY ARBITRATOR Melissa H. Biren on January 2, 2024**

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**BILLING DISCLOSURE STATEMENT**

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ARBITRATOR'S NAME: Melissa H. Biren

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2,700 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 \$ 2,700 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: Study time charges include time spent communicating with the parties, addressing pre and post hearing issues, review of record and preparation of the Opinion and Award.

C) TRAVEL TIME AND EXPENSES.

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

Not applicable (no additional charge)

X 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 four 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 XX YES  NO.

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

XX Prevailing IRS rate

Other (describe):

(3) When the scheduled hearing day(s) requires an overnight stay:

XX 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 \$ 2,700 will not be charged unless I receive notice of a postponement or cancellation:

more than 28 calendar days prior to 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. Nonetheless, responsibility for payment of fees is joint and several.

(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: Available to conduct hearings via Zoom; no charge for hosting. Also available to conduct in-person hearings with such restrictions as may be appropriate given conditions at the time.

**SUBMITTED BY ARBITRATOR Melissa H. Biren ON January 2, 2024**

**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.**