

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

RESUME OF PANEL ARBITRATOR

FULL NAME: Kenneth J. Balkan
CITY, STATE, ZIP: East Hills, New York 11576
OCCUPATION: Attorney

EDUCATION:

St. Johns' University School of Law J.D. 1972 (Member, Law Review 1970-1971)
Fairleigh Dickinson University B.A. 1969

PROFESSIONAL AFFILIATIONS:

Nassau County Bar Association (Former Chair - Ethics Committee / Conciliation Committee member)
NYSBA (Committee on Professional Discipline 1993-1996 / INCL/Professional Liability)
American Bar Association (TIPS/Law Economics)
Defense Research Institute
Professional Liability Underwriting Society (Attorney Member)

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Private Industry Arbitrator - employment status, contractual disputes
10th Judicial District Nassau County, Part 137-Attorney/Client Fee Dispute Resolution Program
Fee Conciliator, Nassau County Bar Association - Fee Disputes
Court Appointed Referee (Supreme Court, Nassau County - Commercial Litigation)
Administrative Judge (inactive), Waterfront Commission of New York Harbor

MEDIATION & FACT-FINDING EXPERIENCE:

Mediator, U.S. District Courts for the Eastern and Southern Districts of New York (Employment termination, disability, contract, commercial, bodily injury, insurance, construction, indemnity, and professional liability issues)

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Special Professor of Law (Adjunct) - Hofstra University Law School (Lawyers' Ethics)

PER DIEM FEE: \$ \$3,200
ADJOURNMENT FEE: \$ 500

SUBMITTED BY ARBITRATOR Kenneth J. Balkan ON October 6, 2010

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80 Wolf Road, Suite 500
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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **Kenneth J. Balkan**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$3,200 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 \$ 2,500 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 8 hours in a calendar day:

Not applicable (no additional charge)

I charge as follows (describe): \$75 per hour for local travel time

(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 \$ 500 will be charged unless I receive notice of a postponement or cancellation:

- Within calendar days of the scheduled hearing date
- Other (describe): more than 7 calendar days of the scheduled hearing date.

E) ADDITIONAL CHARGES. I charge separately for expenses incurred in connection with the following:

- Docketing (describe): Yes No
If any filing or docketing fees are required
- Duplication Yes No
- Fax Yes No
- Finance or late payment charge (describe): Yes No
1.5% per month
- 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): Liability for the entirety of the fees are joint and several

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.