

Public Employment Relations Board
PO Box 2074
ESP, Agency Bldg. 2
Albany, NY 12220-0074

RESUME OF PANEL ARBITRATOR

JUDITH A LA MANNA
LIVERPOOL, NY 13088

Occupation:
ATTORNEY/ARBITRATOR
MEDIATOR/WRITER



EDUCATION:

A.A.S., ONONDAGA COMMUNITY COLLEGE
B.A., LE MOYNE COLLEGE
M.P.A., SYRACUSE UNIVERSITY, MAXWELL SCHOOL
J.D., SYRACUSE UNIVERSITY, COLLEGE OF LAW

PROFESSIONAL AFFILIATIONS:

I am committed to arbitration that serves the parties in a less costly and more time efficient manner. Since 1974 I have been an Arbitrator with PERB and FMCS, for various public and agency panels and by direct selection; Arbitrator with AAA (1974 – 2024).

Admitted Attorney, NYS Bar; US District Court, Northern District NY; Court of the Oneida Indian Nation. *Charter Member*, NYS Academy of Trial Lawyers. *Member*, Army and Navy Club, Washington, DC.

Past Member, IRRA, SPIDR, National Academy of Arbitrators.

Since 1981 – active with various Bar associations, including these currently:
Member, New York State Bar Association, and *Committee* on Continuing Legal Education.
Member, NYS Attorney Grievance Committee – Fifth Judicial District.
Member, Onondaga County Bar Association Attorney Mentoring Committee.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Arbitrator or Mediator (1974 to date): all aspects of traditional labor relations and collective bargaining, discipline and discharge and contract interpretation; employment law, discrimination, wage and hour; external constitutional and criminal law – in the public and private sectors, manufacture and higher education, Indian rights and sovereignty.

Arbitrator, Pension Withdrawal Liability, MEPPA, Employee Benefits, Trustee Deadlocks.

Hearing Officer, Sec. 3020a, Sec. 72 and Sec. 75.

MEDIATION & FACT FINDING EXPERIENCE:

Mediation (1972 to date) of traditional collective bargaining and civil disputes in state and federal litigation: employment, wrongful termination, discrimination, retaliation, sexual harassment, Indian rights and sovereignty.

Fact Finder, PERB

Community Dispute mediation, also Med-Arb.

Mediator/Mediation Trainer, U.S. District Court, Northern District of New York.

Civil Litigation Mediation, direct selection.

Early Neutral Evaluator, labor and civil cases.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

General law practice; Assistant District Attorney (part-time); benefits administration; Spanish teacher; college level teaching (1978-1985) on personnel, labor relations, labor and employment law. Conversant in Spanish language.

Writer/Editor/Author of articles and newsletters: *Journal* of the New York State Bar Association (NYSBA), the *Employment Law & Practice* of the New York Law *Journal*, and the *Chronicle* of the National Academy of Arbitrators.

Topic author, *How Arbitration Works* (Elkouri – sup ed).

Author, several novels; four local histories, other mainstream works.

Author/illustrator, a children's book series; bilingual (Spanish-English) cartoon book.

Speaker, primarily on lawyer ethics issues and mandatory lawyer Continuing Legal Education.

PER DIEM FEE: \$2,400 *

*Actual expenses will be charged

ADJOURNMENT FEE: Notice at least thirty (30) days.

Fee for all for cancelled scheduled time.

SIGNED AND SUBMITTED BY ARBITRATOR LAMANNA ON FEBRUARY 1, 2024

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: JUDITH A LA MANNA

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2,400 for a hearing day.

(2) If a hearing day exceeds 8 hours, I may charge:

a second full per diem

a prorated per diem

no additional charge

other (describe) see #3

(3) Additional comments: per hour charge for additional time may be imposed.

B) STUDY TIME.

(1) I charge \$pro-rata of daily for each hour spent in preparation of the opinion and award.

(2) This charge n/a 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): \$pro-rata of daily for travel time if over 2 hours, or if lengthened hearing day/s.

(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): FOR LODGING, MEALS AND TRAVEL TIME

(4) Additional Comments: I CHARGE FOR ACTUAL EXPENSES

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ per diem for each scheduled day will be charged unless I receive timely notice of a postponement or cancellation:

X other (describe): At least thirty (30) days before the scheduled day of hearing

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. May pre-bill, escrow bill or interim bill.

(2) Other conditions (describe): A postponement or cancellation fee is generally payable by the party who requires the change but may be a shared expense.

G) OTHER INFORMATION/COMMENTS. Virtual hearings conducted regularly and encouraged as an expense and time savings for all. In-person hearings are subject to travel restrictions (to be discussed). For in-person hearings, I need exact street address with zip code and contact phone for location, useful travel landmarks and directions, assuming car travel via main roads.

SIGNED AND SUBMITTED BY ARBITRATOR LA MANNA ON FEBRUARY 1, 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.