

**Public Employment Relations Board
PO BOX 2074, ESP AGENCY BLDG 2, FLS 18 & 20
Albany, NY 12220-0074**

RESUME OF PANEL ARBITRATOR

FULL NAME: Thomas J. Lilly, Esq.
CITY, STATE, ZIP: Garden City, NY 11530
OCCUPATION: Associate Professor, Industrial and Labor Relations, SUNY Old Westbury

EDUCATION:

Holy Cross College (BA 1981)
Georgetown University Law Center (JD 1984)

PROFESSIONAL AFFILIATIONS:

Long Island Labor and Employment Relations Association (Past President)
Association of the Bar of the City of New York
New York State Bar Association
Brehon Law Society

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

American Arbitration Association Roster of Labor Arbitrators
Arbitrator, Joint Industrial Board of the Electrical Industry
Arbitrator, TWU Local 1400 and the Port Authority of NY and NJ
New York State Education Law Section 3020-a panel
Arbitrator, Suffolk County Dept. of Labor, Division of Consumer Affairs (2016-2017)

Issues disposed of include: Arbitrability, discipline and discharge, contract interpretation, wages, paid time off, pension and welfare fund contributions, absenteeism, job performance, workplace violence and threats, teacher performance and misconduct

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Associate Professor and Coordinator, Industrial and Labor Relations Program, SUNY Old Westbury
Law clerk to the Hon. F.X. Altamari, United States District Ct. and Second Circuit Ct. of Appeals (1984-1986)

Publications:

Arbitrability and Severability in Statutory Rights Arbitration Agreements: How to Decide Who Should Decide, 42 Oklahoma City University Law Review 1 (2017).
The Use of Arbitration Agreements to Defeat Federal Statutory Rights: What Remains of the Effective Vindication Doctrine After American Express v. Italian Colors Restaurant, 61 Wayne Law Review 301 (2016).
Participation in Litigation as a Waiver of the Contractual Right to Arbitrate: Toward a Unified Theory, 92 Nebraska Law Review 86 (2013).

Numerous presentations on arbitration, labor and employment law

PER DIEM FEE: \$2,200

ADJOURNMENT FEE: \$ 2,200

SUBMITTED BY ARBITRATOR Thomas J. Lilly, Jr. ON August 14, 2024

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **Thomas J. Lilly, Jr.**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$2,200 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

other (describe) :

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$ 2,200 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 _____ hours in a calendar day:

Not applicable (no additional charge)

I charge as follows (describe):

(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 \$ 2,200 will be charged unless I receive notice of a postponement or cancellation:

X Before 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 X No

Duplication Yes X No

Fax Yes X No

Finance or late payment charge (describe): Yes X No

Postage Yes X No

Secretarial Yes X No

Telephone Yes X 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:

SUBMITTED BY ARBITRATOR Thomas J. Lilly, Esq.

ON August 14, 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.