

**Public Employment Relations Board
PO BOX 2074, ESP Agency Bldg. 2, Floor 20
Albany, NY 12220-0074**

RESUME OF PANEL ARBITRATOR

ROSEMARY A TOWNLEY, ESQ.

Occupation: ARB/MED/FACTFINDER/
FORMER ADJ. PROF. LAW

New York, NY 10065

EDUCATION:

- J.D., BROOKLYN LAW SCHOOL
- Ph.D., SYRACUSE UNIVERSITY
- Ed.M., SUNY AT BUFFALO
- B.S., D'YOUVILLE COLLEGE

PROFESSIONAL AFFILIATIONS:

- National Academy of Arbitrators (Former Board of Governors; Past Legal Coordinator) Former Chair, NYS Section on Labor and Employment Law
- Public Arbitrator, FINRA
- Fellow, College of Labor and Employment Attorneys
- Fellow, Chartered Institute of Arbitrators
- American Arbitration Association (Panels include Labor, Employment, Individually-Negotiated Contracts, Executive Contracts, Large Complex Cases, Commercial and cases accepted from the International Centre for Dispute Resolution ["ICDR"])
- Listed in *Best Lawyers in America* (since 2018) and in *Super Lawyers and Top Women Attorneys in Metro New York Region* (since 2014)
- Co-editor in chief (with Jerry Lefkowitz & Melvin H. Osterman, Jr.) *Public Sector Labor & Employment Law* (NYSBA, 2d. ed1998)

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Public Sector

- New York City Department of Education & United Federation of Teachers (contract & discipline)
- State of NY & Civil Service Employees Association (contract arbitration, patient abuse & discipline)
- Council of Supervisors & Administrators, Loc. 1 & NYC Department of Education (contract)
- Public Employees Federation & State of New York (contract & discipline)
- Triborough Bridge & Tunnel Authority & TBTA Patrolmen's Benevolent Association (contract)
- NYS Thruway Authority & Loc. 72, IBT (contract)
- County of Westchester & County of Westchester Correction Officers Benevolent Association (contract)
- New York State Education Department Education Law Section 3020a discipline panel
- Town of Bedford & Town of Bedford Police Benevolent Association (Section 207-c)
- County of Erie (NY) & Erie County Civil Service Employees Association (contract)
- City of White Plains & City of White Plains PBA (contract)
- City of Yonkers & City of Yonkers PBA (Section 207-c)
- County of Suffolk & Suffolk Correction Officers Association (contract)
- DC 37, Loc. 420 & NYC Health & Hospital Corp. (contract & discipline)

Private Sector

- National Football League & NFL Players Association (non-injury grievance arbitration)
- News Guild of New York, Loc. 3 & Reuters America (and various broadcast entities) (contract & discipline)
- 1199, SEIU (also NYSNA, Committee of Interns and Residents) & League of Voluntary Hospitals Federation members (contract & discipline)
- United Postal Service & Loc.177, IBT (discipline & contract)
- National Association of Air Traffic Controllers & Federal Aviation Authority (Eastern Region)
- Rosewood Films, Inc. West Coast Columbia Pictures & Loc. 52 IATSE (contract)
- Dow Jones & Independent Assoc. Publishing Employees, CWA Loc. 1096 (contract)
- NY Post | New York Daily News | Newark Morning Ledger & NMDU (contract & discipline)

- Anheuser-Busch Brewery & Loc. 838 IBT (contract)
- Loc. 100, HERE & various restaurants, NYC (contract & discipline)
- Consolidated Edison & Local 1-2, Utility Workers of America (contract & discipline)
- Oil, Chemical & Atomic Workers, Int'l, Loc. 8-406 & Ingredient Technologies (contract)
- UFCW, Loc. 174 & Industrial Steel Equipment (and various other plants) (contract)
- United Transportation Union, Loc. 1589 & HAML Corp. of New Brunswick (NJ) (contract)

ISSUES

- Arbitrability
- Comparability/ability to pay/hazards of employments/public interest
- Expert Opinion
- Drug & Alcohol testing
- Subcontracting
- Seniority
- Union security clauses
- Job & Classification Control
- Management Rights
- Statutory discrimination rights
- Workplace rules
- Discipline & Discharge
- Transfers
- Employee Rights & Benefits
- Custom & Past Practice
- Safety & Health
- Evidentiary issues
- Parol evidence

INTEREST ARBITRATION

- Shawungunk & Shawungunk Police Benefit Association (2001)
- Greenville Fire District & Greenville UFFA (2001)
- Village of Tuckahoe & Tuckahoe Police Benevolent Association (2002)
- County of Suffolk & Suffolk County Detectives Association (2005)
- Village of Pelham/Pelham Police Benevolent Association (2006)

FACT FINDING & MEDIATION EXPERIENCE:

Fact-finding:

- United Federation of Teachers & New York City Board of Education
- Cold Spring Harbor School District & Cold Spring Harbor Teachers Association
- City of White Plains School District & City of White Plains Teachers Association
- Mineola School District & Mineola Teachers Association

Mediation:

- Various public-school districts and private sector matters

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

- Former Adjunct Professor of Law, St. John's University School of Law, Fall 1997
- Director Labor Relations & Personnel, Ardsley Union Free School District, 1980-84
- Employee Relations Specialist, NYS Office of Court Administration, 1979-80
- Associate, Employee Relations/Business Management, NYS Education Department, 1978-79
- Member-at-Large, Vice-President, City of Buffalo Board of Education, 1974-76

PER DIEM FEE: \$3200

ADJOURNMENT FEE: \$3200 within 28 calendar days of hearing date including day of hearing

SIGNED AND SUBMITTED BY ARBITRATOR TOWNLEY ON April 14, 2020

Public Employment Relations Board
PO BOX 2074, ESP, Bldg.2, Floor 20
Albany, NY 12220-0074

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: ROSEMARY A TOWNLEY

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$3200 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 7- 1/2 hours, I charge:

_____ a second full per diem X a prorated per diem

_____ no additional charge _____ other (describe)

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$3200 for each day OR ANY PART THEREOF spent in REVIEW OF THE RECORD AND preparation of the opinion and award.

(2) This charge X 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)

X I charge as follows (describe): WHEN THE SCHEDULED HEARING DAY REQUIRES AN OVERNIGHT STAY, I WILL CHARGE 1/2 DAY TRAVEL TIME. WHEN ACTUAL TRAVEL TIME EXCEEDS FOUR HOURS ROUND TRIP, 1/2 DAY OF TRAVEL WILL BE BILLED.

(2) I charge for actual, travel-related expenses incurred in connection with the case X YES _____ NO.

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

X 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.

X I charge as follows (describe): THE PARTIES WILL REIMBURSE ALL EXPENSES FOR TRAVEL AND SUBSISTENCE INCURRED IN CONNECTION WITH THE CASE.

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of **ONE DAY** will be charged unless I receive notice of a postponement or cancellation:

X within 28 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.

SIGNED AND SUBMITTED BY ARBITRATOR TOWNLEY ON April 14, 2020

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.