

Public Employment Relations Board
PO BOX 2074, ESP Agency Bldg. 2, Floor 20
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:

Listed with all major labor and employment panels, New York State and other municipal panels, with many private panels. Admitted to NYS Bar, 1983; US District Court, Northern District of New York and the Court of the Oneida Indian Nation.

Past member of IRRRA, SPIDR, National Academy of Arbitrators, Advisory Boards of similar organizations. Beginning in 1981, active in federal, state and local bar associations. Currently: New York State Bar Association *Committee* on Continuing Legal Education, and NYSBA Labor & Employment Law *Section* (incoming Co-Chair of the Labor Arbitration sub-committee). Charter Member of the NYS Academy of Trial Lawyers. Many car-owner/racing associations. Member Army and Navy Club, Washington, DC.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Since 1974, a mediator or arbitrator of hundreds of cases, all aspects of collective bargaining rights and interests, agreements, employment, retaliation, discrimination, wage and hour, sexual harassment and other employment contract issues. Public sector, private sector, manufacturing, higher education, criminal prosecution; private and corporate conflicts; pending federal and state court action; claims over hundreds of thousands of dollars; employment/Indian rights and sovereignty. Statutory 207a, 207c, §75 & Art.78, hearing officer. Early neutral evaluator on countless cases.

MEPPA and Employee Benefits arbitrator for pension withdrawal, benefits and trustee deadlock cases.

MEDIATION & FACT FINDING EXPERIENCE:

Labor, collective bargaining, employment, wrongful termination and discriminatory or retaliatory treatment, sexual harassment, retaliation, wage and hour inequities and other civil employment; claims over hundreds of thousands of dollars. Employment in the context of Indian rights and sovereignty. Community dispute resolution Med-Arb; Mediator and mediation trainer for U.S. District Court, Northern District of New York. Private Civil Mediation practice.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Former: general law practice and Assistant District Attorney (part-time); benefits administration; Spanish teacher; full and part time graduate and undergraduate level teaching (1978-1985) on personnel, labor relations, labor and employment law.

Writer/Editor/Author for, among others, newsletters and the 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, supplement edition of *How Arbitration Works* (Elkouri). Author of among other books four local histories and author/illustrator of a children's book series.

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

PER DIEM FEE: \$2,000 *

*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 JANUARY 09, 2021

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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 \$2,000 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:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ per diem for all scheduled time will be charged unless I receive 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 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): I charge a general administrative fee, presently \$20 per case. Other charge-backs may apply.

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. Request exact street address with zip code and contact phone for hearing location; appreciate written directions with useful landmarks, assuming car travel via main roads.

SIGNED AND SUBMITTED BY ARBITRATOR LA MANNA ON JANUARY 9, 2021

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.