



Donna E. Lurie  
Lurie Workplace Solutions  
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### **Arbitrator Training & Experience**

- Arbitrator for Labor, Employment, & Consumer Panels of the American Arbitration Association - 40+ cases
- Arbitrator for Federal Mediation & Conciliation Service (FMCS) Labor Panel – 8+
- Arbitrator for Washington PERC grievance cases & law enforcement discipline – 8+
- Grievance Arbitrator for Oregon Employment Relations Board (ERB) – 7+
- Arbitrator for interest arbitrations and negotiation impasse situations – 5+
- Member of Arbitrator Roster for National Mediation Board – new member
- Amtrak training provided by NARR in August, 2023
- California PERB Panel of Neutrals for arbitration and fact-finding – new member
- Retired On-call Hearing Officer for Seattle Civil Service Commission (2012-2022)
- Arbitrator of business contract disputes for King County Superior Court (1991-1994)
- Labor Arbitrator training courses with the FMCS
- Arbitration training with King County Superior Court Mandatory Arbitration Program
- Advanced training in arbitration skills with American Arbitration Association
- Lead on 120+ arbitration cases & briefs; Coach & mentor for professional colleagues

### **Labor Relations Training & Experience**

- 30+ years' experience in labor relations, labor law and employment law
- Advocate in fact-finding cases and currently as a neutral fact-finder
- Developed grievance and peer mediation programs and training manuals
- Mediator of 100+ workplace disputes, including discrimination/employment law issues
- Lead negotiator for school district employee contracts and drafter of contract language
- Lead for joint labor-management committees on leave policies, cyber-bullying, sexual harassment awareness & prevention, workplace safety, workers' compensation, essential job requirements, job classification systems, salary schedules, discipline & investigation policies, performance evaluation systems, last chance agreements, workforce diversity, substance use & employee assistance programs, professional development models, staffing & layoffs, work calendar, religious holiday policy, and union jurisdictional disputes
- "Closer" on resolving difficult labor-management negotiations and impasse cases
- Summa Cum Laude graduate of Pennsylvania State University, Bachelor's degree in Labor-Management Relations, winner of award for top student in the department
- Honors graduate of University of Wisconsin Law School – Juris Doctor degree
- Advanced Mediation course at Straus Institute, Pepperdine University

### **Professional & Community Activities**

- Former Chair of King County Bar Association Dispute Resolution Section, 2015-2019
- Planning Committee of Pacific Coast Labor & Employment Conference
- Former Chair & Planning Committee for NW ADR Conference, 1992-2019

- Presenter on Mediating Workplace Disputes, Generational Diversity in the Workplace, Preparing for Arbitration, Managing Polarities, Mental Health and Wellness issues, Building Resilience, Preventing and Addressing Sexual Harassment, Ethical Dilemmas for Labor Lawyers
- Past Board President of National Alliance on Mental Illness (NAMI), East King County affiliate in WA State
- Pro-bono organizational development for nonprofits
- Team building and communications training for labor-management groups
- Founder of Multicultural Steering Committee for East King County community organizations, 2019 to present
- Licensed to practice law in the State of Washington
- Trial experience in federal court, state court, administrative proceedings
- Experience with ERISA claims, pension systems, and wage & hour issues
- Lead in developing job classification systems for nonprofit agencies and school districts in Seattle, Northshore, Shoreline, Renton, and Bellingham
- Graduate of Leadership Tomorrow community leader training program
- Authored article on “Arbitrating Disputes Involving Education Professionals”, Arbitration Quarterly of the Northwest, Winter of 1991.

### **Arbitration Rates**

Arbitration services at \$300 per hour, with a total of \$2000 per day for hearings and for writing the Decision and Award. Hearings are charged at a minimum of one day unless the arbitrator and parties agree to a different arrangement in advance. I follow the requirements and fee structures set forth by AAA, FMCS, WA PERC, Oregon ERB, and other governmental agencies that regulate compensation amounts for professional neutrals.

Parties are responsible for the cost of transcripts or official hearing records, venue, exhibits, and photocopies. Mileage is charged to parties outside of the Seattle, Washington area. Necessary lodging and transportation expenses are charged for hearings outside WA State. *Travel time is not charged to the parties.*

In-person hearings, videoconference hearings, hybrid hearings, and document-only reviews are all available. COVID/Flu protocols are required for in-person hearings (physical distancing and proper air ventilation).

Parties are required to participate in a Pre-Hearing Conference call to determine the issue(s) in dispute, confirm date(s) of hearing, number of days needed, location, number of witnesses and exhibits, type of hearing record desired, and other pre-hearing logistics. Pre-hearing work is not charged separately and is included in the arbitration fee.

Parties are assessed a \$1,000 cancellation fee for hearings canceled more than 20 calendar days prior to a scheduled hearing date and a \$2,000 fee for hearings canceled 20 or fewer calendar days prior to a scheduled hearing date. Parties are responsible for any canceled airfare and other nonrefundable costs. Parties are not charged for unused days of hearing in cases completed in fewer days than anticipated. Joint requests for postponement will be automatically granted for the first request. Subsequent requests and unilateral requests will be granted for good cause shown by either party. Parties are responsible for any transportation or lodging costs incurred from postponement or cancellation of the hearing.



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**PLEASE NOTE:** I offer in-person hearings with COVID/FLU protocols, video hearings and opportunities for remote testimony from witnesses, and document reviews (desk arbitrations).

### **2024 TERMS OF ENGAGEMENT AND ARBITRATION FEE SCHEDULE**

**Disclosures:** I disclose potential conflicts of interest that I am aware of when I communicate with parties in any of my cases.

**Per Diem:** My per diem rate is \$300 per hour up to \$2,000 per day. This rate is charged for hearings and for preparing the arbitration decision and award. Hearings are charged at a minimum of one day unless the parties and I have agreed to another arrangement in advance. I do not charge an additional fee for hearings that run after 5:00 pm if the extra time is agreed upon between the parties and the arbitrator.

**Cancellation Fees:** Once the case is confirmed on my schedule, all matters are subject to cancellation fees. Matters canceled 20 or more calendar days prior to the scheduled hearing will be charged \$1,000 plus any travel expenses incurred by the arbitrator. Matters canceled less than 20 calendar days prior to the scheduled hearing will be charged \$2,000. Parties are responsible for any canceled airfare and other necessary travel expenses, if applicable. No cancellation fee is charged for unused days of hearing in cases completed in fewer days than originally scheduled.

**Postponement:** The first joint request for postponement is automatically granted. Parties are responsible for any travel costs that result from the postponement and rescheduling of the hearing. Subsequent requests and unilateral requests may be granted for good cause shown by either party.

**Travel:** I charge the IRS business rate of mileage reimbursement for vehicle travel outside of the Seattle, Washington area. Necessary lodging, transportation, and parking costs are charged for hearings outside the Puget Sound area. I do not charge for travel time.

**Pre-Hearing Matters:** Parties are required to participate in a Pre-Hearing Conference call to determine the issue(s) in dispute, confirm the date(s) of hearing, number of days needed, location of hearing, number of witnesses and exhibits, type of hearing record, arbitrability, and other pre-hearing logistics. The cost of Pre-Hearing Conferences and handling of procedural issues are included in the hearing fee for labor arbitration cases.

**Hearing Record:** I do not require a hearing record or transcript of the proceedings. One or both parties may arrange for a court reporter. The arbitrator must receive a copy of any official transcript at no charge to the arbitrator. Hearings on my professional Zoom platform can be recorded at the request of the parties. I take personal notes at the hearing. My notes are not made available to the parties and are solely for the purpose of supplementing my recollection of the testimony. My practice is to destroy my notes, recordings, and all exhibits upon issuing my decision and award. The parties must notify me in advance if they wish to have any exhibits returned to them.

**Subpoenas and Discovery:** I do not sign blank subpoenas. Parties seeking the issuance of a subpoena must give notice to each other and must provide the proposed subpoena signed by the person representing the party. I rely on the signature of the requesting representative as a certification that the subpoena is requested in good faith. Any objection must be filed promptly in writing with the arbitrator and served to the other party prior to the hearing.

Unless discovery is a right provided by the arbitration clause, arbitration agreement, or applicable agency rules, you will need my approval for conducting depositions or electronic discovery. Please focus on the information necessary to assert or defend your claims or defenses. Production of electronic documents will be limited to sources used in the ordinary course of business. Absent a showing of compelling need, no documents are required to be produced from back-up servers, metadata, or other media. My goal is to provide an efficient, fair, and cost-effective resolution. Please meet and confer with other parties to try to resolve an information dispute prior to bringing it to my attention. I am happy to assist the parties and help resolve hurdles for case preparation. Please instruct your client to preserve all relevant documents (i.e., paper documents, electronic documents, files, email exchanges,) so that parties can exchange all relevant information.

**Rules of Evidence:** In the absence of specific language on evidentiary rules, I follow American Arbitration Association rules which allow parties to offer evidence that is relevant and material to the dispute that will assist the arbitrator in understanding the issues and in rendering a decision. As arbitrator, I will determine the admissibility, relevance, and materiality of evidence offered.

**Communication with the arbitrator:** Any oral, written, or email communications with the arbitrator must take place when all parties can participate in the exchange.

**Testimony:** While live testimony is preferred, public health conditions, travel, weather, illness, and other circumstances necessitate video or telephonic testimony. Please let me know if witnesses need to be sequestered or separated during the hearing.

**Online Dispute Resolution:** Online arbitration services are available. Multiple steps are taken to respect privacy and enhance the security of the proceedings. There is no extra charge for using the online dispute resolution option. Parties will need a computer, smart phone, or tablet with a webcam with HD or better quality, a microphone, speakers, and a stable Internet connection. Each witness and representative will need a quiet space without ambient noise, or wear headphones.

**Decision & Award:** My usual practice is to issue a written decision and award within thirty days of the close of the hearing or receipt of the parties' post-hearing briefs or written closing arguments, whichever is later. Any cases or precedents cited in the post-hearing brief should be attached to the submission. Submissions should be in pdf format.

**Invoices:** My customary practice is to send an invoice with my decision and award. Invoices are due upon receipt. I will re-bill unpaid invoices every thirty days. Re-billing of an invoice after 60 days will be subject to a \$250 re-billing fee. Parties are jointly and severally liable for my fees and expenses. I will follow any specific provisions of a collective bargaining agreement, arbitration agreement, or other governing document on how to apportion responsibility for the arbitrator's fees and expenses.

*Thank you for the opportunity to serve as an arbitrator in your case*