

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

RESUME OF PANEL ARBITRATOR

DANA EDWARD EISCHEN

Occupation: ATTORNEY/ARBITRATOR

SPENCER, NY 14883-0326

EDUCATION:

J.D., GEORGETOWN UNIVERSITY LAW CENTER
M.S., CORNELL UNIVERSITY (NYSSILR)
B.S., LE MOYNE COLLEGE

PROFESSIONAL AFFILIATIONS:

Admitted to the practice of law in the District of Columbia and New York State. National Academy of Arbitrators member since 1976: served as Executive Secretary-Treasurer and Vice President. Recipient: AAA Award for Distinguished Service in Labor-Management Arbitration; NMB Distinguished Service Award.

Listed on the AAA, FMCS, NMB and NYS PERB panels of arbitrators. Appointed to Presidential Emergency Boards by Presidents Ford, Reagan, G.H.W. Bush, Clinton and Obama.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Full-time arbitrator with more than 40 years experience in all issues of contract interpretation and discipline cases, both private and public sectors.

PERMANENT UMPIRESHIPS AND SPECIAL ARBITRATION APPOINTMENTS:

Alaska Railroad/AFGE-ATDA-UTU-IAMAW-TCU; Alcatel Technologies (Lucent)/CWA; American Airlines/APA/IBT/CWA; AT&T/CWA (Bell South, Northeast Bell, Southwest Bell); AT&T Midwest/IBEW; AT&T Mobility/CWA District 6; British Airways/IAMAW; Broome County Sheriff/PBA; CUNY/Professional Staff Congress; Delta Air Lines/ALPA; DHS Customs & Border Patrol/National Treasury Employees Union; El Al Airlines/IAMAW; Endeavor Air/ALPA; FAA/NATCA (National Arbitrator); Hawaiian AL/ALPA; Major League Baseball Clubs/Major League Baseball Players Association (National Arbitrator 1997-98); Mesa Airlines/ALPA; National Elevator Bargaining Association/Int'l Union of Elevator Constructors (National Arbitrator); NY Air Brake/IAMAW; NY Power Authority/IBEW; Pratt & Whitney/IAMAW; State of NY/AFSCME-CSEA-PEF-UUP; Sky Chefs/UNITE (National Arbitrator, 2001-2009); United Air Lines/AFA-CWA; UPS/IBT (National Arbitrator); US Airways/AFA-CWA; USPS/American Postal Workers Union/Mail Handlers Union (National Jurisdictional Umpire 1995-98); USPS/National Mail Handlers Union USPS/National Rural Letter Carriers Association; Xerox Corp./UNITE HERE (National Arbitrator).

MEDIATION/FACT FINDING /INTEREST ARBITRATION EXPERIENCE:

Connecticut Transit Authority/Amalgamated Transit Union (2002); NYC Police Department and NYPD Uniformed Patrolmen's Association (2002); US Airways/AirWest ALPA [Embraer 190 Flying Allocation] (2006); Northwest Airlines/ALPA (2007); Delta/Northwest Pilot Seniority List Integration (2008); FAA/NATCA National Agreement (2009); City of Boston/Professional Firefighters (2010); Southeast CT Transit District/ATU (2010); Republic/Frontier/Lynx/Midwest Pilot Seniority List Integration (2011); Southwest Airline/AirTran Pilot Seniority List Integration (2011); Delta/Northwest Flight Attendant Seniority List Integration (2012); Republic Air Line/US Air Jet Services Agreement (2012); United/Continental Pilot Seniority List Integration (2013); Triborough Bridge & Tunnel Authority/Bridge & Tunnel Officers Benevolent Association (2014); American AL/American Pilots Assoc. Joint CBA (2015); American/USAir Pilot Seniority List Integration (2015).

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Before devoting full time to arbitration and mediation, he served as Special Assistant to the Chairman, National Mediation Board and as Associate Professor/Director of the Industrial Relations Institute at Le Moyne College.

PUBLICATIONS include The Arbitration Hearing: Administration, Conduct and Procedures, in Labor and Employment Arbitration (Matthew Bender: New York, 1988, 1999); Representation Disputes and Resolution in the Railroad and Airline Industries, in The Railway Labor Act at Fifty; (GPO: Wash. D.C., 1977); Arbitration in the Airlines Industry in NAA Proceedings, 42nd Annual Meeting (BNA: Wash. D.C., 1989); and, Due Process in Employee and Labor Relations, (BNA: Wash. D.C., 1990). Published Cases: 68 LA 858 (1977); 69 LA 1115 (1979); 72 LA 795 (1980); 74 LA 412 (1982); 75 LA 555 (1981); 100 LA 986 (1993); 101 LA 894 (1995); 102 LA 33 (1995); 106 LA 598 (1996); 108 LA 603 (1997); 114 LA 90 (2000).

FEES: **Grievance Arbitration: \$2,800/day**

Interest Arbitration: \$700/hr.

ADJOURNMENT FEE: One (1) day's fee for each scheduled hearing day cancelled/adjourned with less than twenty (20) business days' notice. **See below.

 **\$2,800/Grievance Arbitration AND/OR Interest Arbitration

Dana Edward Eischen

SIGNED AND SUBMITTED BY ARBITRATOR EISCHEN DATED July 15, 2015

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

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **DANA EDWARD EISCHEN**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is **\$2,800** for **GRIEVANCE ARBITRATION** 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

X no additional charge _____ other (describe)

(3) Additional comments: **\$700** PER HOUR for **INTEREST ARBITRATION** each day or any part thereof spent hearing a case.

B) STUDY TIME.

(1) I charge **\$2,800** for each day spent in preparation of the **GRIEVANCE ARBITRATION** opinion and award.

(2) This charge **X** will _____ will not be prorated for partial days devoted to such preparation.

(3) Additional comments: I charge **\$700** PER HOUR spent in preparation of the **INTEREST ARBITRATION** opinion and award.

C) TRAVEL TIME AND EXPENSES.

(1) When travel time exceeds **1** hour in a calendar day:

_____ Not applicable (no additional charge)

X I charge as follows (describe): **\$300** PER HOUR.

(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): **LODGING, SUBSISTENCE AND TRAVEL TIME.**

(4) Additional Comments: Right reserved to submit interim billing statements for fees and expenses.

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of **\$2,800 per day** will be charged unless I receive notice of a postponement or cancellation of GRIEVANCE ARBITRATION and/or INTEREST ARBITRATION:

_____ within _____ calendar days of the scheduled hearing date

 X other (describe): **BEFORE TWENTY (20) BUSINESS DAYS OF EACH SCHEDULED HEARING DATE.**

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): ACTUAL COST OF COURIER, e.g., UPS, FEDERAL EXPRESS, ETC.

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.

Dana Edward Eischen

SIGNED AND SUBMITTED BY ARBITRATOR EISCHEN DATED July 15, 2015

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.