

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

**RESUME OF PANEL ARBITRATOR**

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DANA EDWARD EISCHEN

**Occupation:** ATTORNEY/ARBITRATOR

SPENCER, NY 14883-0326

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**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.

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/CWA-IBT (Passenger Service ISL); Allegiant AL/IBT; American Airlines/APA-CWA-AFA-IBT; 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; Envoy Air/ALPA; FAA/NATCA (National Arbitrator); Federal Express/ALPA; Flight Options/IBT; FlexJets/IBT; Hawaiian Airlines/ALPA; Jet Blue/ALPA; Major League Baseball Clubs/Players Association (National Arbitrator 1997-98); Mesa Airlines/ALPA; National Elevator Bargaining Association/Int'l Union of Elevator Constructors (2005-17); NY Air Brake/IAMAW; NY Power Authority/IBEW; NetJets/NJASAP; Pratt &Whitney/IAMAW; State of NY/AFSCME-CSEA-PEF-UUP; Sky Chefs/UNITE (National Arbitrator, 2001-2009); United Air Lines/AFA-CWA; United Air Lines/IBT; UPS/IBT (National Arbitrator); USPS/American Postal Workers Union/Mail Handlers Union (National Jurisdictional Umpire 1995-98); USPS/National Mail Handlers Union (National Arbitrator); USPS/National Rural Letter Carriers Association (National Arbitrator); Verizon/CWA; Xerox Corp./UNITE (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 [Embraer190 Flying Allocation] (2006); Northwest Airlines/ALPA (2007); Delta/Northwest Pilot SLI (2008); FAA/NATCA National Agreement (2009); City of Boston/Professional Firefighters (2010); Southeast CT Transit District/ATU (2010); Republic/Frontier/Midwest Pilot SLI (2011); Southwest Airline/AirTran Pilot SLI (2011); Delta/Northwest Flight Attendant SLI (2012); Republic Air Line/US Air Jet Services Agreement (2012); United/Continental Pilot SLI (2013); Triborough Bridge & Tunnel Authority/Bridge & Tunnel Officers Benevolent Association (2014); American/APA Joint CBA (2015); American/US Airways Pilot SLI (2016); Delta/ALPA A-321 Pay Rate (2016); MARTA (Atlanta)/ATU (2017).

**OTHER RELEVANT OR EQUIVALENT EXPERIENCE:**

Special Assistant to the Chairman, National Mediation Board  
Professor/Director of the Industrial Relations Institute, Le Moyne College

**PUBLICATIONS:**

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 (GPO: Wash. D.C., 1977);

Arbitration in the Airlines Industry in NAA Proceedings, 42nd Annual Meeting (BNA: Wash. D.C., 1989);

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:        **\$3,000/day**

Interest Arbitration:        **\$700/hr.**

**ADJOURNMENT FEE:** One (1) day's fee (\$3,000) for each scheduled hearing day cancelled/adjourned with less than thirty (30) day notice.

*Dana Edward Eischen*

**SIGNED AND SUBMITTED BY ARBITRATOR EISCHEN DATED July 10, 2017**

Public Employment Relations Board  
PO BOX 2074, ESP Agency Bldg. 2, Floor 20  
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BILLING DISCLOSURE STATEMENT

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ARBITRATOR'S NAME: DANA EDWARD EISCHEN

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$3,000 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 \$3,000 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 **\$3,000 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 THIRTY CALENDAR 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): **RIGHT RESERVED TO INTERIM BILL FOR FEES AND EXPENSES.**

G) OTHER INFORMATION/COMMENTS: **COURIER ADDRESS AND FAX AVAILABLE UPON REQUEST**

*Dana Edward Eischen*

**SIGNED AND SUBMITTED BY ARBITRATOR EISCHEN DATED July 10, 2017**

**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.**