

Ira F. Jaffe, Esq.
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Mr. Jaffe has been self-employed as a full-time Impartial Arbitrator and Mediator of labor and employment disputes since 1980. During that period, he has presided over more than 6,000 cases in a wide variety of industries in the private and public sectors. Mr. Jaffe serves on more than 60 permanent panels, including a substantial number in the airline industry.

Mr. Jaffe has served on six Presidential Emergency Boards (“PEBs”), serving as Chair of three PEBs. He was appointed to serve on PEBs by Presidents George W. Bush, Barack Obama, and Joseph Biden. In 2001, he served as a member of Presidential Emergency Board 236 involving United Airlines and the IAMAW. In 2007, he served as a member of Presidential Emergency Board 241 involving MetroNorth and the IBT and Presidential Emergency Board 242 involving Amtrak and a coalition of nine railroad unions. In 2011, Mr. Jaffe chaired Presidential Emergency Board 243 involving national handling between a coalition of the nation’s freight carriers and two coalitions representing eleven railroad organizations. In 2013, Mr. Jaffe chaired Presidential Emergency Board 244 involving the Long Island Rail Road and a coalition representing seven railroad organizations. In 2022, Mr. Jaffe chaired Presidential Emergency Board 250 involving national handling between a coalition of the nation’s freight carriers and two coalitions representing all of the railroad organizations in the industry.

In addition to grievance and interest disputes, Mr. Jaffe regularly hears cases involving ERISA issues, including challenges to withdrawal liability determinations, trustee deadlocks, PPA disputes over the terms of rehabilitation plans, and ERISA claims issues (which arise both in individual employment arbitrations and in multiemployer plan claims procedure settings). Mr. Jaffe also regularly hears cases involving FLSA class/collective actions, having presided over five such cases in recent years between federal agencies and classes of individuals represented by federal sector labor unions.

Mr. Jaffe has also served as a Member and Chair of several arbitration panels tasked with integrating seniority lists in the airline industry pursuant to the McCaskill-Bond Act, including having served on the arbitration panel tasked with integrating the seniority of the pilot groups at American Airlines, US Airways, and America West.

In addition to arbitrating and mediating over the past 43 years, Mr. Jaffe has served as a Special Master in an FLSA class action, as Chair of a tri-partite Dispute Resolution Committee between the PBGC and Class Counsel, as an Administrative Judge for the EEOC, as Member and Chair of the GAO Personnel Appeals Board, and from 2007-11 as Chair of the Foreign Service Grievance Board, a civil service appeals board that

adjudicates appeals from members of the Foreign Service employed by the Department of State and other foreign service agencies. In 2020, Mr. Jaffe was appointed to serve as a United States designated Member of the Rapid Response Labor Mechanism established to address disputes arising under Article 31-A of the United States-Mexico-Canada Agreement (“USMCA”).

Mr. Jaffe serves as the Permanent Umpire under the Police Labor Relations Act for Montgomery County, Maryland, a position that he has held since 2008.

As an Adjunct Professor at George Washington University Law School, Mr. Jaffe taught courses in Labor Law, Collective Bargaining and Labor Arbitration, and Agency and Partnership in the early 1980s. In Fall 2013, he resumed teaching as an Adjunct Professor at the George Washington University Law School, teaching a course on Labor and Employment Arbitration and Mediation. Mr. Jaffe lectures extensively at professional conferences on subjects related to the resolution of labor and employment disputes and has authored two chapters in Labor and Employment Arbitration (Bornstein, Gosline, and Greenbaum, Eds.) (Matthew Bender) and a number of published papers addressing varied aspects of the labor and employment and benefits arbitration and mediation processes.

He is a Charter Fellow in the American College of Employee Benefits Counsel and has arbitrated and mediated a wide variety of employee benefits disputes. He has been a Fellow in the College of Labor and Employment Lawyers since 2005.

Mr. Jaffe became a member of the National Academy of Arbitrators in 1987 and has held a number of leadership positions in that organization, including having served two terms as a Vice-President. He has been an active member of the American Bar Association’s Section on Labor and Employment Law and a number of other professional organizations, and served as National President of the Society of Federal Labor Relations Professionals in 1990. He received the GW Law Stockton Guard Alumni Award in 2022 “to honor an alumnus/alumna who has graduated 40 years ago or more and has led an extraordinary career since their law school graduation and showed dedication and commitment to the betterment of the law school.” Mr. Jaffe will serve during the 2024-25 academic year as the Jean T. McKelvey Neutral-in-Residence at the Cornell University School of Industrial and Labor Relations, spending one week in the fall semester and a second week in the spring semester lecturing on campus.

Mr. Jaffe is a graduate of the Cornell University School of Industrial and Labor Relations (B.S. 1974) and of the George Washington University Law School (J.D. 1977). He is an inactive member of the Virginia and District of Columbia and Massachusetts Bars. Prior to becoming a full-time neutral, Mr. Jaffe was engaged in the practice of labor and employment and employee benefits law in Massachusetts. Mr. Jaffe resides in Potomac, Maryland, with his wife, Susan W. Jaffe, M.D. Their four daughters and their families, including all eleven of their grandchildren, also reside in Montgomery County.

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FEE SCHEDULE

The Code of Professional Responsibility for Arbitrators of Labor-Management Disputes and the Arbitration Policies and Procedures of the Federal Mediation and Conciliation Service, 29 CFR §1404.15(c), require that I divulge all charges and obtain agreement thereto immediately after appointment. My fees and expenses follow:

Per Diem Rate – My per diem rate is \$3,600.00 for grievance arbitrations arising under collective bargaining agreements. My per diem rate is \$6,000.00 for interest cases, mediations, employment cases, ERISA cases (including withdrawal liability cases, trustee deadlocks, and plan claims matters), FLSA cases, seniority integration disputes, and complex multiparty or class proceedings. The full per diem rate applies to all or any part of a hearing day. If a hearing day exceeds eight hours, then additional pro rata hourly charges for the excess time may be made.

Study Time – My per diem charges (rounded to the nearest half-day) are applied pro rata on the basis of an eight hour billed day to actual time spent in prehearing matters, in review of the record and briefs, in research, in preparation of the Opinion and Award, and in any posthearing matters. A minimum charge of one-half day may apply in the event that there is more than one substantive pre-hearing conference call held.

Travel Time and Expenses – Per diem charges may be made on a pro rata basis to time spent traveling to and from the hearing. Charges are also made for actual and necessary expenses of travel, lodging, meals, and incidentals that may relate to the hearing. Personal automobile mileage expenses are charged at the then current IRS rate. Additional charges may apply for cancellation or change fees associated with airfare purchased as nonrefundable travel. (Such purchases may be made when significantly less expensive than refundable travel unless the Parties request otherwise.)

Postponements and Cancellations – The full per diem charge for scheduled dates of hearing are payable if I first receive notice of the cancellation or postponement of those hearing dates less than 15 days prior to a scheduled hearing date of a single day or less than 30 days prior to the first of consecutively scheduled hearing dates (two or more consecutive dates reserved).

Joint and Several Liability for Fees and Expenses – Services are provided for the benefit of all parties and liability for fees and expenses, therefore, is joint and several.