

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

RESUME OF PANEL ARBITRATOR

CARR W MAGEL

Occupation: ARBITRATOR

AUBURN, NY 13021

EDUCATION:

PURDUE UNIVERSITY, ENGINEERING

LE MOYNE COLLEGE, LABOR MGMT RELATIONS IN THE PUBLIC SECTOR (TAYLOR LAW)

UNIVERSITY OF BUFFALO, INDUSTRIAL MANAGEMENT PERSONNEL ADMINISTRATION AND INDUSTRIAL PSYCHOLOGY

PROFESSIONAL AFFILIATIONS:

American Arbitration Association

Finger Lakes Industrial Relations Association – Past President

Industrial Research Relations Association

S.P.I.D.R.

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

Full time arbitrator and mediator since 1970 in both public and private sectors. Member NYS PERB's panel 1970 to present; American Arbitration Association arbitration panel 1970 to present; New York State Mediation Board 1972 to present; Federal Mediation and Conciliation Service 1985 to present. Hundreds of cases dealing with the following:

Issues: Absenteeism, alcohol and drug abuse, arbitrability, bargaining unit work, call-in/call-back pay, conduct off premises, cost of living, demotion, discharge, discipline, discrimination, holiday and holiday pay, incentive rates/standards, insurance, job class, job evaluation, job posting and bidding, jurisdiction, layoff/bumping/recall, leave, management rights, overtime/overtime pay, past practice, pension and welfare, promotion, rate of pay, retirement, safety, schedule of work, seniority, strikes, subcontracting, tenure, training, transfer, union business, union security, vacation and vacation pay, work assignment, work performance, work stoppage.

Industries: Aerospace, advertising, agriculture, aluminum, automotive, bakery, beverage, building products, brewery, canning, cement, chemicals, clothing, communications, construction, dairy, education, electrical equipment/appliances, electronics, feed and fertilizer, food (manufacturing/production/service), foundry, furniture, grain mill, healthcare, hotels/motels/casinos/resorts, hospital/nursing homes, lumber, machinery, meat packing, metal fabrication, office workers/clerical, organizations, packaging, pharmaceuticals, plastics, plumbing, police and fire, printing and publishing, pulp and paper, railroads, real estate, refrigeration/HVAC, restaurants, retail stores, steel, textile, transportation, trucking and storage, utilities, warehousing.

Permanent arbitrator for New York Air Brake; IAM AW District 65; Times Fiber; Stora-Papyrus/Climax Mfg. & Paper Workers; Black Clawson & IAM/Aero Workers; General Foods & Textile Workers.

MEDIATION & FACT FINDING EXPERIENCE:

Full time arbitrator and mediator. Mediated and arbitrated since 1970 in both public and private sector.

Numerous ad hoc mediation assignments for the New York State Mediation Board with high rate of success due in a large part to experience gained from past employment with both management and labor.

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Manager of Industrial Relations Columbian Rope Company; Labor Relations Consultant (I.U.E. A.F.L.-C.I.O); (Four Winds Psychiatric); Instructor at Cayuga Community College; Senior Industrial Engineer and Group Leader, R.T. French and Sylvania Electric; Mayor's Committee on Minority Advances; President of the Finger Lakes Industrial Relations Assn (F.L.I.R.A.).

PER DIEM FEE: \$950

ADJOURNMENT FEE: Per diem cancellation fee if cancelled within 10 days of hearing.

SIGNED AND SUBMITTED BY ARBITRATOR MAGEL ON JANUARY 31, 2011

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BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: CARR W MAGEL

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$950 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 8 hours, I charge:

_____ a second full per diem X a prorated per diem

_____ no additional charge _____ other (describe)

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$950 for each day spent in preparation of the opinion and award.

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

(3) Additional comments: NO CHARGE UNTIL THE ADDITIONAL TIME EXCEEDS FOUR HOURS.

C) TRAVEL TIME AND EXPENSES.

(1) When travel time plus hearing time exceeds 10 hours in a calendar day:

_____ Not applicable (no additional charge)

X I charge as follows (describe): PRORATED

(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:

_____ Prevailing IRS rate X Other (describe): \$.55 PER MILE

(3) When the scheduled hearing day(s) requires an overnight stay:

X There is no charge, other than for lodging and subsistence.

_____ I charge as follows (describe):

(4) Additional Comments:

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of **\$950** will be charged unless I receive notice of a postponement or cancellation:

 X within 10 calendar days of the scheduled hearing date

_____ other (describe):

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): _____

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.

SIGNED AND SUBMITTED BY ARBITRATOR MAGEL ON JANUARY 31, 2011

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.