

**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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CARR W. MAGEL, Occupation: Arbitrator/Mediator

AUBURN, NY 13021

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**EDUCATION:**

Purdue University, Industrial Engineering

LeMoyne College, Labor Management Relations in the Public Sector (Taylor Law)

University of Buffalo, Industrial Management Personnel Administration and Industrial Psychology

Auburn Community College, Systems Procedures, Business Law

**PROFESSIONAL AFFILIATIONS:**

FMCS

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 1984 to present; 3020a NY State Education Law Hearing Office (Teacher Tenure) 1985 to Present; American Federation of Government Employees & Social Security Administration National Panel of Arbitrators (new appointment).

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, holidays and holiday pay, incentive rates/standards, insurance, job class, job evaluation, job posting and bidding, jurisdiction, layoff bumping and recall, 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, hospitals/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 Mtg. & 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 sectors. 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:**

IUE negotiator in Westinghouse Sylvania and Acme strikes in the 50s; Manager of Industrial Relations Columbian Rope Company, Labor Relations Consultant and Negotiator (IUE AFL-CIO) (Columbian Rope); (Four Winds Psychiatric); Instructor at Cayuga Community College; Senior Industrial Engineer and Group Leader, R.T. French and Sylvania Electric, Auburn, NY; Mayor's Committee on Minority Advances; President of the Finger Lakes Industrial Relations Association (FLIRA).

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BILLING DISCLOSURE STATEMENT

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ARBITRATOR'S NAME: CARR W MAGEL

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$1100 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 7 hours, I charge:

a second full per diem  a prorated per diem

no additional charge  other (describe)

(3) Additional comments:

B) STUDY TIME.

(1) I charge \$1100 for each day spent in preparation of the opinion and award.

(2) This charge  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 8 hours in a calendar day:

Not applicable (no additional charge)

I charge as follows (describe): PRORATED

(2) I charge for actual, travel-related expenses incurred in connection with the case will be the prevailing IRS rate  
 YES  NO.

Where appropriate, a mileage charge for auto travel will be billed at:

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

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

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 **\$1100** will be charged unless I receive notice of a postponement or cancellation:

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  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): \_\_\_\_\_

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.

\_\_\_\_\_  
Carr W. Magel

**SIGNED AND SUBMITTED BY ARBITRATOR MAGEL ON January 23, 2016**

**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.**

