

Public Employment Relations Board
PO BOX 2074, ESP AGENCY BLDG 2, FLS 18 & 20
Albany, NY 12220-0074

RESUME OF PANEL ARBITRATOR

FULL NAME: MARK GASTON PEARCE

CITY, STATE, ZIP: Albany, NY 12204

OCCUPATION: ARBITRATOR/MEDIATOR

EDUCATION:

JD, State University of New York at Buffalo, 1978 ; BA, Cornell University, 1975

PROFESSIONAL AFFILIATIONS:

NAA, FMCS, AAA, ABA, ABA FOUNDATION, COLLEGE OF LABOR AND EMPLOYMENT LAWYERS,

ARBITRATION EXPERIENCE & TYPES OF ISSUES OR GRIEVANCES DISPOSED OF:

ISSUES

Absenteeism, Affirmative action, Age, Arbitrability, Bargaining unit work, Bonus fringe benefits, Conduct (off-duty/ personal), Cost-of-living pay, Demotion, Disability, Discipline (discharge), Discipline (non- discharge), Discrimination, Drug/alcohol offenses, Fact finding, Grievance mediation, Hiring practices, Holiday pay, Holidays, Incentive pay, Insurance, Job classification & rates, Job performance, Job posting/bidding, Jurisdictional dispute, Layoffs/ bumping/ recall, Leave, Management rights, Merit pay, National origin, Overtime Pay, Past practices, Promotion, Race, Retirement, Safety/health conditions, Seniority, Severance pay, Sexual harassment, Subcontracting/ contracting out, Union security, Vacation pay, Violence or threats, Wages, Work Hours/Schedules/Assignments, Working conditions/ work orders

MEDIATION & FACT-FINDING EXPERIENCE:

Panel Mediator/Arbitrator, Federal Service Impasse Panel of the Federal Labor Relations Authority (presidential appointment) 2021 to present; Montgomery County, Maryland Mediator/Arbitrator Labor Panel; National Maintenance Agreement Policy Committee/ Work Dispute Umpire; Certified labor and employment dispute mediator for ADR Program, Hearing Officer for internal union charges, SEIU; United States District Court, Western District of New York 2008-2010; Mediated disciplinary grievances, NEA and AFSE; Mediated contractual impasse between Baltimore Teachers Union and Baltimore City Schools (2024)

OTHER RELEVANT OR EQUIVALENT EXPERIENCE:

Former member and chairman of the National Labor Relations Board; National Rural Letter Carriers- USPS; Northern California Teamsters/UPS Panel Arbitrator; FMCS Arbitration Roster; American Arbitration Association; National Mediation Board

CERTIFICATIONS Attorney Video Arbitration Capable In Person Ready Arbitrating in the Federal Sector - Federal Mediation and Conciliation Services 2020 Labor Arbitration II - American Arbitration Association 2020 Labor Arbitrator I - American Arbitration Association 2019 Certificate of Accomplishment of Course Completion "Becoming an Arbitrator" - Federal Mediation and Conciliation Service 2018 Admission to practice before the Supreme Court of the United States - United States Supreme Court 2012 Mediator (labor and employment) - United States District Court, Western District of NY 2009 Admission to practice before the United States District Court - US District Court Western District, New York 1980 Admission to practice before the Appellate Division of the Supreme Court of the State of New York - New York State, Second Department, 1979

PER DIEM FEE: \$ 3000/4000 **3000** (ARBITRATION) **4000** (MEDIATION/FACT FINDING)

ADJOURNMENT FEE: \$ 3000/4000 ONE DAY PERDIEM FOR CANCELATION OR ADJOURNMENT REQUESTS NOT FILED WITHIN 30 DAYS OF THE SCHEDULED DATE OF HEARING

SUBMITTED BY ARBITRATOR MARK GASTON PEARCE ON JULY 30, 2024

**Public Employment Relations Board
PO BOX 2074, ESP AGENCY BLDG 2, FLS 18 & 20
Albany, NY 12220-0074**

BILLING DISCLOSURE STATEMENT

ARBITRATOR'S NAME: **MARK GASTON PEARCE**

The following is a description of my fees and expenses:

A) HEARING TIME.

(1) My per diem is \$3000 for each day or any part thereof spent hearing a case.

(2) If a hearing day exceeds 10 HOURS 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 \$ 3000 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:

C) TRAVEL TIME AND EXPENSES.

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

Not applicable (no additional charge)

I charge as follows (describe): 350/HR When travel time plus hearing time exceeds 10 hours in a calendar day. I also 350/HR when Travel time exceeding 3 hours one way on a day other than the scheduled arbitration

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

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

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.

I charge as follows (describe): Charge for reasonable lodging,

(4) Additional Comments: Will charge for reasonable auto rental where necessary

D) POSTPONEMENT OR CANCELLATION FEES.

A fee of \$ 3000 will not be charged unless I receive notice of a postponement or cancellation:

- Within 30 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
10% for fees 60 days in arrears
- 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:

SUBMITTED BY ARBITRATOR PEARCE ON JULY 30, 2024

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.