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NEW JERSEY STATE BOARD OF MEDIATION.

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RULES AND REGULATIONS FOR ARBITRATION.

Conducted through the New Jersey State Board of Mediation as adopted by the Board on March 15, 1948 and amended on September 24, 1957, September 9, 1959 and January 2, 1968

292-2389

I. RULES TO BE DEEMED PART OF ARBITRATION AGREEMENTS

The following rules and regulations shall be deemed a part of an arbitration agreement between parties whenever in their collective bargaining agreement or submission they have provided for arbitration through the New Jersey State Board of Mediation or under its rules. These rules or any amendments thereof, properly adopted by the Board, shall apply in the form obtaining at the time the procedure is instituted.

II. ADMINISTRATIVE FUNCTIONS OF THE BOARD

Following are the administrative functions of the Board, which shall be carried out by designated agent or agents of the Board:

- (1) Receipt of arbitration demands or requests.
- (2) Appointment of arbitrators from its regular or special panels under the procedure set forth in Section 4 of these Rules and Regulations, or by Board designation where such action is insisted upon under collective bargaining agreements or the usual procedure is suspended by specific Board action.
- (3) Notifying the parties of the identity of the Arbitrator appointed.
- (4) At request of Arbitrator, arrange for hearing room for time and date desired.
- (5) Review award and close the record on the case.

III. INITIATION OF ARBITRATIONS

Arbitration proceedings may be instituted in any one of the following methods:

- (1) Under collective bargaining agreements wherein the Board is designated as the agency through which action is to be taken in the final step of grievance procedure, provided that all previous steps in grievance procedure have been complied with or have been properly waived through contract provisions or mutual agreement. Either party to such collective bargaining agreement may demand arbitration under the terms of the agreement by sending to the other party and to the Board, a statement outlining the nature of the dispute and the remedy sought. The statement to the Board also should contain a copy of the collective bargaining agreement or of the contract grievance procedure.
- (2) Request for arbitration may be made by either party under a general arbitration clause in a collective bargaining agreement where the parties have agreed by stipulation or otherwise to arbitrate under the administration and rules of the Board.

DO NOT CIRCULATE

3) Arbitrations will also be initiated by the Board, whether or not a collective bargaining agreement exists, upon filing of a copy of a written agreement to arbitrate under the Rules and Regulations of the Board.

V. APPOINTMENT OF THE ARBITRATOR

- Qualifications of Arbitrator A member of the arbitration panel shall not serve as arbitrator in any proceeding if he has any financial or personal interest in the result of the arbitration unless the parties, in writing, waive such disqualifications.
- Appointment of Arbitrators from the Board's Panel The appointment of arbitrators from the Arbitration Panel shall be in the following manner, unless such procedure is specifically suspended by the Board.

- (a) Immediately after the filing of a demand for arbitration or submission in accordance with Section 3 of these Rules and Regulations, the Board shall submit simultaneously to the parties an identical list of seven names chosen from the Panel, from which the parties may strike those deemed unsatisfactory. On receipt of these lists from both parties, the Board shall designate as arbitrator a person available who is acceptable to both sides. Each party to the dispute shall have ten working days from the date of mailing such lists in which to rate the list and return it to the Board. When either party or both parties fail to return the list within the specified ten days, any person named therein shall be deemed acceptable, and the Board shall be empowered to designate any arbitrator named on that list. Such designation will be made in accordance with the order of an available listing, if any.
- (b) If either party objects to the complete list of seven names as submitted, it may request that the Board submit a new list of seven names. Such request will be considered and may be honored by the Board and new lists may be sent to the parties for rating. The parties shall have five working days from the date of mailing the second list to rate it and return it to the Board. If, for any reason the appointment cannot be made from this second list, the Board shall have the power to appoint an arbitrator without reference to any submitted list.
- (c) Where collective bargaining agreements call for an Arbitration Board to determine issues as the final step of grievance procedure and the Board is designated as the agency to appoint an impartial arbitrator in case the Company and Union appointed arbitrators cannot agree upon such arbitrator, the parties shall submit the names and addresses of their arbitrators in a letter addressed to the Chairman of the New Jersey State Board of Mediation. In such case, the list of seven panel members will be sent to the parties or to their arbitrators, as desired, for evaluation as prescribed in Paragraph (a) of this section.

In the event arbitration is demanded by either party under a collective bargaining agreement which provides for an Arbitration Board, in accordance with Section 3(I), and one of the parties fails to designate its arbitrator or to send to the State Board its list of acceptable arbitrators for the selection of an impartial arbitrator, the New Jersey State Board of Mediation shall designate the impartial arbitrator.

- (d) Vacancies: If any Arbitrator shall resign, die, withdraw, refuse or be unable or disqualified to perform the duties of the office, the Board shall, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in the same manner as the original appointment was made, and the matter shall be reheard by the new arbitrator.

V. 1. The Hearing

Arbitrators, appointed pursuant to the provisions of Rule IV(2) above, will communicate with the parties and endeavor to make satisfactory arrangements respecting the date and time of the hearing. In the event that satisfactory arrangements cannot be made, the arbitrator shall have the power to fix the date and time of the hearing. Unless satisfactory arrangements can be made as to the place of the hearing, the arbitrator shall fix the place of the hearing as the offices of the State Board of Mediator. Arbitrators are required to keep the Board informed of arrangements made and changes, if any, in these arrangements.

2. Status of Arbitrator After Appointment

After appointment, the legal relationship of arbitrators is with the parties and not with the Board. Since impartial and just decisions expeditiously made contribute greatly to harmonious labor-management relations the Board retains a continuing interest in the conduct of arbitration cases and will periodically review its procedures.

3. Postponements and Adjournments

The postponing of a scheduled hearing or the adjourning of a hearing is entirely within the discretion of the Arbitrator. If the parties, or either of them, seek a postponement or cancellation within 48 hours of the time agreed upon for the conduct of a hearing or the continuance of a hearing, the parties jointly, or the party responsible for the postponement or cancellation, shall be liable for payment of the Arbitrator's full fee for the cancelled or postponed day.

4. Representation by Counsel

Any party may be represented at the hearing by counsel, subject to existing State Laws, provided that any party intending to be so represented shall notify the other party and the State Board of Mediation at least three days prior to the date set for the hearing at which counsel is to first appear. When the initiation of any arbitration is made by counsel or the reply of the other party is given by counsel, such notice is deemed to have been given.

5. Taking of Stenographic Record

A stenographic record of arbitration proceedings may be taken at the request of either or both parties at the expense of the party or parties making the request provided the arbitrator receives a copy if it is transcribed. Should one of the parties desire to make such a record at its own expense and the other party refuse to share in the cost, it shall not be necessary for the party arranging for such a record to supply a copy to the other party to the arbitration, but a copy shall be sent to the arbitrator.

6. Attendance at Hearings

Persons having a direct interest in the arbitration are entitled to attend hearings, but it shall be discretionary with the arbitrator to determine the propriety of attendance of any other persons. Such arbitrator shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. Failure of a party to appear at or participate in a hearing duly scheduled may be deemed by the arbitrator, in his discretion, as a waiver of the right to appear at or participate in such hearing and the arbitrator, in his discretion, may proceed with the hearing in the absence of or without the participation of said party.

7. Majority Decision

Where more than one arbitrator is sitting in a case, all decisions of the Arbitration Board shall be by majority vote unless the power of making such decision is delegated to the Chairman, and all awards shall be by majority vote unless concurrence of all is specifically required in the arbitration agreement.

8. Evidence

At the arbitration hearing, the parties may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. Conformance to legal rules of evidence is not necessary and the arbitrator shall be the judge of the relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of all of the arbitrators and of all the parties, except where any of the parties is absent in default or has waived his right to be present. The arbitrator may accept or require briefs to aid in his determination of the case where arrangements for exchange of such briefs are made at a hearing. Time limits for submission of such briefs shall be determined by the arbitrator and the right to submit briefs shall be waived unless they are submitted within the time limits or an extension of time is granted.

9. Inspection

If the arbitrator deems it necessary, he may make an inspection in connection with the subject matter of the dispute after written notice to the parties, who may if they so desire, be present at such inspection.

10. Close of Hearings

Before terminating hearings, the arbitrator shall specifically ask the parties whether they have further evidence or witnesses to produce. On receiving negative replies, the arbitrator shall declare the hearings closed. If, however, briefs or other evidence are to be supplied, the hearings shall be declared closed as of the final date for receiving such material, and in the absence of other agreement by the parties, the time limit within which the Arbitrator is required to make his award shall start as of that date.

11. Reopening of Hearings

The hearing may be reopened by the Arbitrator upon his own motion or at the request of either party for good cause shown at any time before the award is made, with the Arbitrator to be the sole judge of the sufficiency of the reason. When hearings are reopened, the effective date of closing the hearings shall be the closing date of the reopened hearings.

VI. THE AWARD

1. Time

The award shall be made promptly within the time limit set in the agreement between the parties or a mutually-agreed upon extension, but in no case more than 30 days after the closing of hearing.

2. Form

The award shall be in writing and shall be signed by the sole arbitrator or by the majority of an Arbitration Board and the signature or signatures witnessed by a qualified notary. The award may or may not be followed or accompanied by an opinion by the sole arbitrator or the majority of the Arbitration Board. Dissenting opinions, if any, will be mailed to the parties with the award.

3. Award on Settlement

If a dispute is settled during the course of an arbitration, the arbitrator may, upon request of the parties, set forth the terms of the agreed settlement in an award.

4. Delivery of the Award

The parties shall accept as legal delivery of the award either personal service of the award by an agent of the Board or the placing of the award or a true copy thereof in the mails addressed to such party at his last known address, or to his attorney.

5. Finality of the Award

After an award shall have been delivered to the parties, such award shall be final and binding upon them, subject only to due process of Law.

VII. FEES AND EXPENSES

1. Regular Arbitrator's Fees

The Board recommends that an arbitrator be paid up to \$100. per diem, such fee to be divided equally between the parties to the arbitration unless the Labor agreement specifies otherwise. The arbitrator's fee will be due no later than 30 days following receipt of the award.

2. Technical Arbitrators' Fees

Where a technical arbitrator is selected from a special list maintained by the Board for determination of technical wage, job classifications, and time and motion study cases, complete arrangements regarding fees, time and place of hearings will be made between the parties and the selected arbitrator, subject to the concurrence of the Board.

VIII. WAIVER OF RULES

Any party who proceeds with an arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state his objection thereto in writing shall be deemed to have waived his right to object.

IX. EXTENSION OF TIME

Parties to an arbitration may modify any period of time by mutual agreement. The Board for good cause may extend any period of time established by these Rules, except the time for making the award, provided the parties are notified of any such extension of time and the reasons therefor.

INTERPRETATION AND APPLICATION OF RULES

The Arbitrator shall interpret and apply these Rules insofar as they relate to his powers and duties. If there is more than one arbitrator and a difference arises among them concerning the meaning or application of any such Rules, it shall be decided by a majority vote. All other Rules shall be interpreted by an authorized representative of the Board.