

(b) If a decision is not rendered after 30 days, it is the obligation of the parties to contact the board so it can attempt to expedite a decision. If a decision is not rendered after 60 days either party can request in writing that the hearing be voided and another arbitrator be selected by means of the normal selection procedure; such a request will be automatically granted unless the parties individually agree to an extended award date. If the board invalidates a hearing due to a late decision, the parties shall not be obligated to pay the arbitrator's fee.

(c) The arbitrator shall not release arbitration decisions for publication or distribution without the written consent of the parties.

#### **12:105-5.2 Form**

(a) The award shall be in writing, signed by the sole arbitrator or by the majority of an arbitration board, and the signature or signatures shall be witnessed by a qualified notary.

(b) The award may or may not be followed or accompanied by an opinion by the sole arbitrator or the majority of the arbitration board.

(c) An opinion, if written, shall set forth the findings of facts, conclusions and remedial actions.

(d) Dissenting opinion, if any, shall be mailed to the parties and the board.

#### **12:105-5.3 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.

#### **12:105-5.4 Delivery of the award**

The award shall be sent to the parties and to the board. The parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mails addressed to such parties or their attorneys at their last known addresses. It is the responsibility of the parties to inform the arbitrator of the names and addresses of the persons to be served the award.

#### **12:105-5.5 Finality of the award**

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

##### **Case Notes**

Statute requiring county improvement authority to submit unresolved collective bargaining dispute to binding arbitration was constitutional (citing former N.J.A.C. 12:105-6). Div. 540, Amalgamated Transit Union, AFL-CIO v. Mercer Cty. Improvement Authority, 76 N.J. 245, 386 A.2d 1290 (1978).

#### **12:105-5.6 Arbitrator's status subsequent to rendering a decision**

An arbitrator becomes functus officio upon signing his or her award and he or she may not add to, subtract from or in any way explain, correct or modify his or her award unless all parties, in writing, agree to reinstate his or her authority.

Amended by R.1996 d.26, effective January 16, 1996.  
See: 27 N.J.R. 4126(a), 28 N.J.R. 270(b).

#### **12:105-5.7 Waiver of right to object**

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 or her objection thereto in writing shall be deemed to have waived his or her right to appeal.

Amended by R.1996 d.26, effective January 16, 1996.  
See: 27 N.J.R. 4126(a), 28 N.J.R. 270(b).