

**STATE of NEW JERSEY**

**Rules and Regulations for Arbitration  
of the  
State Board of Mediation**



**DEPARTMENT OF LABOR AND INDUSTRY**

**HONORABLE BRENDAN T. BYRNE**  
Governor

**HONORABLE JOHN J. HORN**  
Commissioner

**NEW JERSEY STATE BOARD OF MEDIATION**

**Rules and Regulations for Arbitration**

*Rev. Dr. Stephen W. Findlay, O.S.B., Chairman,  
Public Member*

*Mr. Sanford Browde, Management Member*

*Mr. Barrett D. Kolton, Management Member*

*Mr. Lawrence W. McGinley, Labor Member*

*Mr. George Meisler, Labor Member*

*Mrs. Barbara W. Steele, Public Member*

*Dr. Ercell I. Watson, Public Member*

*John F. Tesauro, Executive Director*

**Effective July 1, 1977**

**Table of Contents**

<b>Article</b>		<b>Page</b>
	Preamble	1
I	ADMINISTRATIVE FUNCTIONS OF THE BOARD	2
II	ADMINISTRATIVE FUNCTIONS OF THE STAFF	5
III	INITIATION OF ARBITRATIONS	6
IV	APPOINTMENT OF ARBITRATORS	7
V	THE HEARING	9
VI	THE AWARD	13
VII	WAIVER OF RIGHT TO OBJECT	14
VIII	INTERPRETATION AND APPLICATION OF RULES	14
IX	DISTRIBUTION OF RULES AND REGULATIONS	15
Appendix A	APPLICATION FOR SELECTION TO THE ARBITRATION PANEL	16
Appendix B	OATH OF ARBITRATOR	19
Appendix C	SUBMISSION	20

**NEW JERSEY STATE BOARD OF MEDIATION**  
**RULES AND REGULATIONS FOR ARBITRATION**

*Adopted by the Board on June 7, 1977 and supersedes all previous Rules and Regulations.*

**Preamble**

The New Jersey State Board of Mediation (hereinafter referred to as the Board), in order to fulfill its duty to promote the "health, welfare, comfort and safety of the people of the State" by professional and prompt settlement of labor disputes between unions and private employers, shall set policy for and provide and administer a Panel of Arbitrators (hereinafter called the Panel), under authority vested in the Board by the New Jersey Employer-Employee Relations Act, (P.L. 1941, c. 100. C. 34:13A-1 to 34:13A-13), as amended January 20, 1975.

The Panel shall consist of qualified, competent, acceptable and ethical arbitrators who have voluntarily applied to, and have been accepted by, the Board in accordance with its selection criteria. These arbitrators shall be offered to disputing parties for the resolution of disputes involving interpretation of existing labor agreements. Arbitrators' fees shall be paid by the disputing parties with maximum rates set by the Board in order to keep arbitration services economically feasible and available for the parties and particularly for smaller employers and union groups. Each arbitrator shall abide by the New Jersey Arbitration Law (C. 24:2A:24-1 to 2A:24-11), New Jersey Statutes annotated, and shall conform to the ethical standards and procedures set forth in the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes approved by the Joint Steering Committee of the National Academy of Arbitrators in November, 1974 and published in April, 1975.

To carry out the administration of its Panel on a fair and equitable basis for all parties, the Board has established the following rules and regulations which may be amended from time to time at the sole discretion of the Board. All arbitrators applying to the Panel and selected by the Board and all parties utilizing the services of the Panel shall be obligated by direction of the Board to be bound by, and to accept, these rules and regulations.

I. ADMINISTRATIVE FUNCTIONS OF THE BOARD

- A. Establish the maximum number of arbitrators to be on the Panel, if and when deemed necessary.
- B. Establish qualification criteria for the selection of new applicants to the Panel. Effective July 1, 1977, these qualifications are:

1. Experience

Applicants must provide proof of five (5) years of demonstrated competence and acceptability in an impartial, third-party role, such as mediator, fact-finder or arbitrator, in the resolution of disputes between labor and management, or a minimum of five (5) years of demonstrated experience in labor management relations including collective bargaining, or equivalent experience satisfactory to the Board.

- a. "Competence" would include the ability to conduct hearings in an orderly manner, to physically and mentally withstand the tensions of an adversary proceeding, to speak clearly and concisely, and to render fair and impartial decisions. It also indicates a basic understanding of business and union operations and a thorough knowledge of current practices, principles and developments in the field of labor-management relations.
- b. "Acceptability" implies that the applicant is acceptable to both labor and management on a wide variety of issues.

2. Education

A college degree is most desirable, preferably in industrial and labor relations. Applicants will be considered who have high school diplomas and experience satisfactory to the Board.

3. Residence

Strong preference will be given to residents of New Jersey, New York, Pennsylvania and Connecticut. First priority shall be given to New Jersey residents.

4. Status of an Advocate

An applicant who is an advocate for, or consultant to, labor or management shall not be eligible for acceptance on the Panel, unless it is demonstrated that such person has a very high degree of acceptability by labor and management, in addition to the necessary experience. An advocate or consultant is defined as one who represents labor or management in matters of labor relations. An arbitrator must keep the Board apprised of his status as an employee of, advocate for, or representative of labor or management. Such information will be noted on his biographical sketch which is submitted to the parties.

5. Compliance with all rules and regulations of the Board.

C. Review and vote upon applications for inclusion on the Panel, as per the following procedures:

1. Applicants must submit detailed background information to the Board concerning experience, etc., in accordance with the format attached as Appendix A. The Board shall advise each applicant of the exact information required.
2. Each application will be assigned by the Chairman of the Board to a tripartite subcommittee, whose members shall review the applicant's qualifications and acceptability in the labor-management community. An interview may be held with the applicant, if the subcommittee so desires.
3. The subcommittee will endeavor to report its findings and recommendation to the full Board within sixty (60) days after receipt of the application.

4. An applicant will be accepted and placed on the Panel upon receipt of a majority vote of the Board.
- D. Establish maximum per diem fees that can be charged by arbitrators on the Panel.
1. The Board will review the per diem fee periodically, and make adjustments as it deems necessary.
  2. Each arbitrator's per diem fee will be set forth on his biographical sketch which is sent to the parties as provided in Section IV A, such fee to be divided equally between the parties to the arbitration unless the labor agreement specifies otherwise.
  3. An arbitrator may change his per diem fee only after providing the Board with a written notice of the desire to change, and only after being advised by the Board of the acceptability of the new fee. The new fee shall become effective sixty (60) days after approval by the Board, but shall not be charged where an arbitrator has been designated prior to the effective date.
  4. The Board shall maintain a special list of Technical Arbitrators for determining issues such as wages, job classifications and time and motion study cases. When a Technical Arbitrator is requested by the parties, the maximum per diem fee established may be waived by the Board. Reasonable fees, in addition to his per diem fee, may be charged if necessitated by the complexities of the case.
  5. Arbitrators' fees are to be paid no later than thirty (30) days following receipt of the award by the parties.
- E. Periodically audit the usage of the arbitrators and their compliance with the Board's rules and regulations.
1. Arbitrators currently on the Panel shall be certified by the Board until January 1, 1980. Every biennially thereafter, they shall be audited and recertified if

found to be in compliance with the Board's rules and regulations. Arbitrators who are admitted to the Panel subsequent to January 1, 1978 shall be certified for a period of two years; and every biennially thereafter, they shall be audited and recertified if found to be in compliance with the Board's rules and regulations.

2. The Board will rotate an arbitrator off the Panel if, within a two-year period, the arbitrator's name has been offered at least fifty (50) times and the arbitrator has been selected zero (0) times. However, such arbitrator may apply for readmission on the Panel after a one-year waiting period. This provision shall be implemented commencing January 1, 1978.
  3. The Board reserves the right to remove arbitrators from the Panel for violation of its rules and regulations, for misconduct, or for other just cause.
- F. The Board may at its discretion establish special arbitration panels as required.

## II ADMINISTRATIVE FUNCTIONS OF THE STAFF

- A. Receive requests for arbitration from disputing parties.
- B. Compile and forward to the disputing parties a list of arbitrators chosen from the Panel, for review and selection by the parties, in accordance with Section IV following.
- C. Notify the parties of the arbitrator selected.
- D. If requested by an arbitrator and if space is available, arrange for a hearing room.
- E. May periodically review awards, fees and conduct of arbitrators for compliance with the Board's rules and regulations.
- F. Maintain necessary records of arbitration proceedings, including arbitrator offerings, selections and biographies.

### III. INITIATION OF ARBITRATIONS

A. Arbitration proceedings may be instituted by any one of the following methods:

1. Collective Bargaining Agreement Designation

- a. Under collective bargaining agreements wherein the Board is designated as the Agency through which action is to be taken as the final step of the grievance procedure.
- b. 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. Collective Bargaining Agreement Non-designation

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.

3. Mutual Request for Arbitration

Arbitration will also be initiated by the Board, whether or not a collective bargaining agreement exists, upon filing of a copy of a written agreement by the parties to arbitrate under the rules and regulations of the Board.

4. Expedited Arbitration

- a. Pursuant to written mutual agreement by the parties certain provisions of the arbitration appointment procedure (as prescribed in Section IV) may be modified in order to provide for the expedited designation of an arbitrator.

- b. The Board will endeavor to conform with the wishes of the parties wherever possible.
  - c. Upon designation of an arbitrator, all rules and regulations not specifically modified shall remain in force.
- B. Should questions arise in connection with the request of either party to combine grievances to be heard before the arbitrator, said questions shall be determined by the Board based on the merits of such request.
- C. Should questions arise in connection with arbitrability of a grievance, said questions shall be determined by the arbitrator as a threshold issue and in no way will a determination be made by the Board.

#### IV. APPOINTMENT OF ARBITRATORS

##### A. Nomination of Arbitrators

1. Upon receipt of a Demand or submission for arbitration, the Board shall submit simultaneously to the parties an identical list of ten (10) names chosen from the Panel, including a biographical sketch and a per diem fee for each arbitrator.
  - a. Each party within ten (10) working days from the date of mailing said lists shall strike those names deemed unacceptable and return said list to the Board. Parties may list a preference among those deemed acceptable.
  - b. The Board shall designate as arbitrator a person available from those lists who is acceptable to both parties.
  - c. If either party objects to the complete list of ten (10) names as submitted, it may request that the Board submit a new list of ten (10) names.

2. Second List

- a. If requested, the Board will forward a second list of ten(10) names to the parties.
- b. Each party within five (5) working days from the date of mailing said list shall strike those names deemed unacceptable and return said list to the Board. Parties may list a preference among those deemed acceptable.
- c. The Board shall designate as arbitrator a person available from those lists who is acceptable to both parties.
- d. If either party objects to the complete second list of ten (10) names as submitted, it may request a third and final list of three (3) names.

3. Third List

- a. If requested, the Board will forward a third and final list of three (3) names to the parties.
- b. The parties shall have five (5) working days from the date of mailing the third list or return it to the Board.
- c. The parties may strike one name; however, any name not stricken shall be deemed acceptable.
- d. If the parties in writing make a joint request to waive the third list and authorize the Board to appoint an arbitrator, the Board shall honor such joint request.

4. If at any point in the arbitrator appointment process:

- a. Both parties fail to return a list within the specified time period, all arbitrators shall be deemed acceptable and the Board shall be empowered to designate any arbitrator so listed.
- b. One party fails to return a list within the specified time period, the Board shall appoint an arbitrator from the list received, by the order of listed, if any.

5. Three Person Arbitration Board

Where a collective bargaining agreement calls for an Arbitration Board as the final step of a grievance procedure and where the Board is designated as the Agency to appoint an impartial arbitrator in situations when 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 Board. In such case, a list of ten (10) panel members will be sent to the parties or to their arbitrators, as requested, for selection as prescribed in Section IV A.

B. Conflict of Interest

A member of the 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 disqualification.

C. Vacancies

If after designation any arbitrator resigns, dies, withdraws, refuses or is unable to perform his duties, the Board shall rescind the appointment and shall fill the vacancy in the same manner as the original appointment (as prescribed in Section IV A) and the matter shall be heard in its entirety by the new arbitrator.

V. THE HEARING

A. Date, Time and Place

1. An arbitrator, once appointed, shall communicate with the parties and endeavor to make satisfactory arrangements for the date, time and place of the hearing. In the event that satisfactory arrangements cannot be made with the parties, the arbitrator shall have the power to set the date and time.
2. If satisfactory arrangements cannot be made as to the place of the hearing, the arbitrator may use the offices of the Board subject to availability. Arbitrators are required to keep the Board informed of arrangements made and of any changes.

B. Oath of Arbitrator

Prior to the hearing, arbitrators shall sign an Oath of Arbitrator (Appendix B). The arbitrator is required to provide the Board with a signed Oath.

C. Submission

The parties to the arbitration shall sign an original and three copies of the Submission form prior to arbitration (Appendix C). The original shall be retained by the Board; the arbitrator and the parties to the dispute shall each retain a copy.

D. Status of Arbitrator after Appointment

After appointment, the legal relationship of an arbitrator is with the parties and not with the Board.

E. Postponements and Adjournments

1. The postponing of a scheduled hearing or the adjourning of a hearing is entirely within the discretion of the arbitrator.
2. If either or both of the parties seek a postponement or cancellation within forty-eight (48) hours (two working days) of the time agreed upon for the conduct of a hearing or the continuance of a hearing, the party or parties responsible for the postponement or cancellation shall be liable for payment of the arbitrator's full fee for the cancelled or postponed day.

F. 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 Board at least three (3) 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.

G. Taking of Stenographic Record

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

H. Attendance at Hearings

1. 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.
2. Such arbitrator shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses.
3. Failure of a party to appear at or participate in a hearing duly scheduled may be deemed by the arbitrator, at his discretion, as a waiver of the right to appear at or participate in such hearing. The arbitrator, at his discretion, may proceed with the hearing in the absence of or without the participation of said party.

I. 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; all awards shall be by majority vote unless concurrence of all is specifically required in the arbitration agreement.

J. Evidence

1. 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. 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.

2. 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.
3. The arbitrator may accept or require briefs to aid in his determination of the case where arrangement for exchange of such briefs are made at a hearing.
4. 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.

K. 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.

L. Close of Hearings

1. The arbitrator shall specifically ask the parties whether they have further evidence or witnesses to produce before terminating the hearings. If not, the arbitrator shall declare the hearings closed.
2. The arbitrator shall declare the hearings closed as of the final date established for the submission of briefs or other evidence by the parties.
3. In the absence of other agreements by the parties, the time limit within which the arbitrator is required to make and submit his award shall start as of the closing date.

M. 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

### A. Time

1. 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 thirty (30) days after the closing of hearing.
2. If a decision is not rendered after thirty (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 sixty (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.
3. The arbitrator shall not release arbitration decisions for publication or distribution without the written consent of the parties.

### B. Form

1. 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.
2. The award may or may not be followed or accompanied by an opinion by the sole arbitrator or the majority of the Arbitration Board.
3. An opinion, if written, shall set forth the findings of facts, conclusions and remedial actions.

4. Dissenting opinion, if any, shall be mailed to the parties and the Board.

C. 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.

D. 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.

E. 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.

F. Arbitrator's Status Subsequent to Rendering Decision

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

VII. 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 objection thereto in writing shall be deemed to have waived his right to object.

VIII. 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 rules, it shall be decided by a majority vote. All other rules shall be interpreted by an authorized representative of the Board.

**IX. DISTRIBUTION OF RULES AND REGULATIONS**

A current copy of these rules and regulations shall be provided to all arbitrators on the Panel by certified mail return receipt requested.

**NOTE: The use of the word "his" throughout this document should be construed as his or her wherever applicable.**

**Attachments - 3**

You're viewing an archived copy from the New Jersey State Library.

**NEW JERSEY STATE BOARD OF MEDIATION**  
**Application for Selection to the Arbitration Panel**

1. Name \_\_\_\_\_  
Residence Address \_\_\_\_\_ Telephone \_\_\_\_\_  
\_\_\_\_\_ Zip Code \_\_\_\_\_  
Business Address \_\_\_\_\_ Telephone \_\_\_\_\_  
\_\_\_\_\_ Zip Code \_\_\_\_\_  
Present Employment or  
Professional Status  
\_\_\_\_\_

2. Membership(s) in Arbitration Association(s):

3. Membership(s) in Labor Relations or Industrial Relations Organization(s):

4. If your employment experience and background refers to you serving as a practicing arbitrator and/or factfinder, please submit the following information:

a. Approximate number of cases in which you have served as an arbitrator:

b. Please attach five (5) reports or decisions rendered by you either as factfinder and/or as an arbitrator:

5. If you are an advocate for or consultant to labor or management or have been connected with an employee or labor organization in a capacity that could raise a question as to your ability to be impartial, please submit the following information:

- a. Specific industry, business, company or union:
  
- b. Specific dates of your association:

6. Recent or outstanding cases in which you have been involved:

<u>Company or</u> <u>Public Employer</u>	<u>Union or</u> <u>Employee Organization</u>	<u>Type of Dispute*</u>	<u>Date</u>
---	---	-------------------------	-------------

**\*Key:**

<b>CT</b> – Contract Terms	<b>D</b> – Discipline	<b>INC.</b> – Incentive
<b>WR</b> – Wage Reopening	<b>JE</b> – Job Evaluation	<b>S</b> – Seniority
<b>SC</b> – Subcontracting	<b>INT.</b> – Interpretation	<b>F</b> – Factfinder

7. List two (2) references representing management and two (2) references representing labor setting forth names, addresses and telephone numbers as well as how you have come to know them:

- a. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- b. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List three (3) references representing civic, business or community leaders setting forth the names, addresses and telephone numbers as well as your association with them:

a. \_\_\_\_\_

\_\_\_\_\_

b. \_\_\_\_\_

\_\_\_\_\_

c. \_\_\_\_\_

\_\_\_\_\_

9. Please state your per diem fee for arbitration:

10. Academic Degree(s) -- College/University -- Year

11. Please attach a short resume (for a biographical sketch for submission to the parties when your name is offered on a panel).

\_\_\_\_\_  
Signature

STATE BUILDING  
NEW JERSEY STATE BOARD OF MEDIATION  
80 Mulberry Street – Room 202 – Second Floor  
Newark, New Jersey 07102  
(201) 648-2860

Case No.

In the Matter of the Arbitration  
between

Employer

and

Employee or  
Union Representative

OATH OF ARBITRATOR

being duly sworn according to Law, on his oath deposes  
and says that he will faithfully and impartially hear and examine the  
grievance and dispute in question and discharge his duties as such  
Arbitrator according to the best of his skill and understanding.

\_\_\_\_\_  
ARBITRATOR

Sworn to and subscribed before me this

day of      A. D., 19

You're viewing an archived copy from the New Jersey State Library.

STATE BUILDING  
NEW JERSEY STATE BOARD OF MEDIATION  
80 Mulberry Street – Room 202 – Second Floor  
Newark, New Jersey 07102

CASE NO. \_\_\_\_\_

In the Matter of Arbitration between )

Employer )

and )

Employee or Union Representative )

SUBMISSION

We, the undersigned, hereby agree to submit the following  
controversy to Arbitration: (no. persons involved \_\_\_\_\_)

A Collective Bargaining Contract exists between

and

a copy of which is annexed hereto.

We hereby agree to submit such controversy for decision to:

We further agree that we will faithfully abide by and perform  
any award made pursuant to this agreement and that such award  
shall be binding and conclusive upon us.

(For Employer)

\_\_\_\_\_  
\_\_\_\_\_

(For Union)

\_\_\_\_\_  
\_\_\_\_\_

WITNESS: \_\_\_\_\_

DATED: \_\_\_\_\_