CODE OF PROFESSIONAL RESPONSIBILITY FOR ARBITRATORS OF LABOR-MANAGEMENT DISPUTES

Revised Final Report of Joint Steering Committee to Board of Governors, National Academy of Arbitrators American Arbitration Association Federal Mediation and Conciliation Service

Foreword


Revision of the 1951 Code was initiated officially by the same three groups in October 1972. The Joint Steering Committee named below was designated to draft a proposal.

Reasons for the Code revision should be noted briefly. Ethical considerations and procedural standards are sufficiently intertwined to warrant combining the subject matter of Parts I and II of the 1951 Code under the caption of "Professional Responsibility." It has seemed advisable to eliminate admonitions to the parties (Part III of the 1951 Code) except as they appear incidentally in connection with matters primarily involving responsibilities of arbitrators. Substantial growth of third party participation in dispute resolution in the public sector requires consideration. It appears that arbitration of new contract terms may become more significant. Finally, during the interval of more than two decades, new problems have emerged as private sector
grievance arbitration has matured and has become more diversified.

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Preamble

Background

Voluntary arbitration rests upon the mutual desire of management and labor in each collective bargaining relationship to develop procedures for dispute settlement which meet their own particular needs and obligations. No two voluntary systems, therefore, are likely to be identical in practice. Words used to describe arbitrators (Arbitrator, Umpire, Impartial Chairman, Chairman of Arbitration Board, etc.) may suggest typical approaches but actual differences within any general type of arrangement may be as great as distinctions often made among the several types.

Some arbitration and related procedures, however, are not the product of voluntary agreement. These procedures, primarily but not exclusively applicable in the public sector, sometimes utilize other third party titles (Fact-Finder, Impasse Panel, Board of Inquiry, etc.). These procedures range all the way from arbitration prescribed by statute to arrangements substantially indistinguishable from voluntary procedures.

The standards of professional responsibility set forth in this Code are designed to guide the impartial third party serving in these diverse labor-management relationships.
**Scope of Code**

This Code is a privately developed set of standards of professional behavior. It applies to voluntary arbitration of labor-management grievance disputes and of disputes concerning new or revised contract terms. Both “ad hoc” and “permanent” varieties of voluntary arbitration, private and public sector, are included. To the extent relevant in any specific case, it also applies to advisory arbitration, impasse resolution panels, arbitration prescribed by statutes, fact-finding, and other special procedures.

The word “arbitrator,” as used hereafter in the Code, is intended to apply to any impartial person, irrespective of specific title, who serves in a labor-management dispute procedure in which there is conferred authority to decide issues or to make formal recommendations.

The Code is not designed to apply to mediation or conciliation, as distinguished from arbitration, nor to other procedures in which the third party is not authorized in advance to make decisions or recommendations. It does not apply to partisan representatives on tripartite boards. It does not apply to commercial arbitration or to other uses of arbitration outside the labor-management dispute area.

**Format of Code**

Bold face type, sometimes including explanatory material, is used to set forth general principles. Italics are used for amplification of general principles. Ordinary type is used primarily for illustrative or explanatory material.

**Application of Code**

Faithful adherence by an arbitrator to this Code is basic to professional responsibility.

The National Academy of Arbitrators will expect its members to be governed in their professional conduct by this Code and stands ready, through its Committee on Ethics and Grievances, to advise its members as to the Code’s interpretation. The American Arbitration Association and the Federal Mediation and Conciliation Service will apply the Code to the arbitrators on their rosters in
cases handled under their respective appointment or referral procedures. Other arbitrators and administrative agencies may, of course, voluntarily adopt the Code and be governed by it.

In interpreting the Code and applying it to charges of professional misconduct, under existing or revised procedures of the National Academy of Arbitrators and of the administrative agencies, it should be recognized that while some of its standards express ethical principles basic to the arbitration profession, others rest less on ethics than on considerations of good practice. Experience has shown the difficulty of drawing rigid lines of distinction between ethics and good practice, and this Code does not attempt to do so. Rather, it leaves the gravity of alleged misconduct and the extent to which ethical standards have been violated to be assessed in the light of the facts and circumstances of each particular case.

I. Arbitrators' Qualifications and Responsibilities to the Profession

A. General Qualifications

1. Essential personal qualifications of an arbitrator include honesty, integrity, impartiality, and general competence in labor relations matters.

   An arbitrator must demonstrate ability to exercise these personal qualities faithfully and with good judgment, both in procedural matters and in substantive decisions.

   a. Selection by mutual agreement of the parties or direct designation by an administrative agency are the effective methods of appraisal of this combination of an individual's potential and performance, rather than the fact of placement on a roster of an administrative agency or membership in a professional association of arbitrators.

2. An arbitrator must be as ready to rule for one party as for the other on each issue, either in a single case or in a group of cases. Compromise by an arbitrator for the sake of attempting to achieve personal acceptability is unprofessional.
B. Qualifications for Special Cases

1. An arbitrator must decline appointment, withdraw, or request technical assistance when he or she decides that a case is beyond his or her competence.

   a. An arbitrator may be qualified generally but not for specialized assignments. Some types of incentive, work standard, job evaluation, welfare program, pension, or insurance cases may require specialized knowledge, experience, or competence. Arbitration of contract terms also may require distinctive background and experience.

   b. Effective appraisal by an administrative agency or by an arbitrator of the need for special qualifications requires that both parties make known the special nature of the case prior to appointment of the arbitrator.

C. Responsibilities to the Profession

1. An arbitrator must uphold the dignity and integrity of the office and endeavor to provide effective service to the parties.

   a. To this end, an arbitrator should keep current with principles, practices, and developments that are relevant to his or her own field of arbitration practice.

2. An experienced arbitrator should cooperate in the training of new arbitrators.

3. An arbitrator must not advertise or solicit arbitration assignments.

   a. It is a matter of personal preference whether an arbitrator includes "Labor Arbitrator" or similar notation on letterheads, cards, or announcements. It is inappropriate, however, to include memberships or offices held in professional societies or listings on rosters of administrative agencies.

   b. Information provided for published biographical sketches, as well as that supplied to administrative agencies, must be accurate. Such information may include membership in professional organizations (including
II. Responsibilities to the Parties

A. Recognition of Diversity in Arbitration Arrangements

1. An arbitrator should conscientiously endeavor to understand and observe, to the extent consistent with professional responsibility, the significant principles governing each arbitration system in which he or she serves.

   a. Recognition of special features of a particular arbitration arrangement can be essential with respect to procedural matters and may influence other aspects of the arbitration process.

2. Such understanding does not relieve an arbitrator from a corollary responsibility to seek to discern and refuse to lend approval or consent to any collusive attempt by the parties to use arbitration for an improper purpose.

B. Required Disclosures

1. Before accepting an appointment, an arbitrator must disclose directly or through the administrative agency involved, any current or past managerial, representational, or consultative relationship with any company or union involved in a proceeding in which he or she is being considered for appointment or has been tentatively designated to serve. Disclosure must also be made of any pertinent pecuniary interest.

   a. The duty to disclose includes membership on a Board of Directors, full-time or part-time service as a representative or advocate, consultation work for a fee, current stock or bond ownership (other than mutual fund shares or appropriate trust arrangements), or any other pertinent form of managerial, financial, or immediate family interest in the company or union involved.

2. When an arbitrator is serving concurrently as an advocate for or representative of other companies or
unions in labor relations matters, or has done so in recent
years, he or she must disclose such activities before ac-
cepting appointment as an arbitrator.

An arbitrator must disclose such activities to an admin-
istrative agency if he or she is on that agency's active
roster or seeks placement on a roster. Such disclosure then
satisfies this requirement for cases handled under that
agency's referral.

a. It is not necessary to disclose names of clients or
other specific details. It is necessary to indicate the gen-
eral nature of the labor relations advocacy or representa-
tional work involved, whether for companies or unions
or both, and a reasonable approximation of the extent
of such activity.

b. An arbitrator on an administrative agency's roster
has a continuing obligation to notify the agency of any
significant changes pertinent to this requirement.

c. When an administrative agency is not involved,
an arbitrator must make such disclosure directly unless
he or she is certain that both parties to the case are fully
aware of such activities.

3. An arbitrator must not permit personal relationships
to affect decision-making.

Prior to acceptance of an appointment, an arbitrator
must disclose to the parties or to the administrative
agency involved any close personal relationship or other
circumstance, in addition to those specifically mentioned
earlier in this section, which might reasonably raise a
question as to the arbitrator's impartiality.

a. Arbitrators establish personal relationships with
many company and union representatives, with fellow
arbitrators, and with fellow members of various profes-
sional associations. There should be no attempt to be
secretive about such friendships or acquaintances, but
disclosure is not necessary unless some feature of a par-
ticular relationship might reasonably appear to impair
impartiality.

4. If the circumstances requiring disclosure are not
known to the arbitrator prior to acceptance of appoint-
ment, disclosure must be made when such circumstances become known to the arbitrator.

5. The burden of disclosure rests on the arbitrator. After appropriate disclosure, the arbitrator may serve if both parties so desire. If the arbitrator believes or perceives that there is a clear conflict of interest, he or she should withdraw, irrespective of the expressed desires of the parties.

C. Privacy of Arbitration

1. All significant aspects of an arbitration proceeding must be treated by the arbitrator as confidential unless this requirement is waived by both parties or disclosure is required or permitted by law.

   a. Attendance at hearings by persons not representing the parties or invited by either or both of them should be permitted only when the parties agree or when an applicable law requires or permits. Occasionally, special circumstances may require that an arbitrator rule on such matters as attendance and degree of participation of counsel selected by a grievant.

   b. Discussion of a case at any time by an arbitrator with persons not involved directly should be limited to situations where advance approval or consent of both parties is obtained or where the identity of the parties and details of the case are sufficiently obscured to eliminate any realistic probability of identification.

   A commonly recognized exception is discussion of a problem in a case with a fellow arbitrator. Any such discussion does not relieve the arbitrator who is acting in the case from sole responsibility for the decision, and the discussion must be considered as confidential.

   Discussion of aspects of a case in a classroom without prior specific approval of the parties is not a violation provided the arbitrator is satisfied that there is no breach of essential confidentiality.

   c. It is a violation of professional responsibility for an arbitrator to make public an award without the consent of the parties.
An arbitrator may request but must not press the parties for consent to publish an opinion. Such a request should normally not be made until after the award has been issued to the parties.

d. It is not improper for an arbitrator to donate arbitration files to a library of a college, university, or similar institution without prior consent of all the parties involved. When the circumstances permit, there should be deleted from such donations any cases concerning which one or both of the parties have expressed a desire for privacy. As an additional safeguard, an arbitrator may also decide to withhold recent cases or indicate to the donee a time interval before such cases can be made generally available.

e. Applicable laws, regulations, or practices of the parties may permit or even require exceptions to the above noted principles of privacy.

D. Personal Relationships with the Parties

1. An arbitrator must make every reasonable effort to conform to arrangements required by an administrative agency or mutually desired by the parties regarding communications and personal relationships with the parties.

   a. Only an “arm’s length” relationship may be acceptable to the parties in some arbitration arrangements or may be required by the rules of an administrative agency. The arbitrator should then have no contact of consequence with representatives of either party while handling a case without the other party’s presence or consent.

   b. In other situations, both parties may want communications and personal relationships to be less formal. It is then appropriate for the arbitrator to respond accordingly.

E. Jurisdiction

1. An arbitrator must observe faithfully both the limitations and inclusions of the jurisdiction conferred by an agreement or other submission under which he or she serves.
2. A direct settlement by the parties of some or all issues in a case, at any stage of the proceedings, must be accepted by the arbitrator as relieving him or her of further jurisdiction over such issues.

F. Mediation by an Arbitrator

1. When the parties wish at the outset to give an arbitrator authority both to mediate and to decide or submit recommendations regarding residual issues, if any, they should so advise the arbitrator prior to appointment. If the appointment is accepted, the arbitrator must perform a mediation role consistent with the circumstances of the case.

   a. Direct appointment, also, may require a dual role as mediator and arbitrator of residual issues. This is most likely to occur in some public sector cases.

2. When a request to mediate is first made after appointment, the arbitrator may either accept or decline a mediation role.

   a. Once arbitration has been invoked, either party normally has a right to insist that the process be continued to decision.

   b. If one party requests that the arbitrator mediate and the other party objects, the arbitrator should decline the request.

   c. An arbitrator is not precluded from making a suggestion that he or she mediate. To avoid the possibility of improper pressure, the arbitrator should not so suggest unless it can be discerned that both parties are likely to be receptive. In any event, the arbitrator's suggestion should not be pursued unless both parties readily agree.

G. Reliance by an Arbitrator on Other Arbitration Awards or on Independent Research

1. An arbitrator must assume full personal responsibility for the decision in each case decided.

   a. The extent, if any, to which an arbitrator properly may rely on precedent, on guidance of other awards, or
on independent research is dependent primarily on the policies of the parties on these matters, as expressed in the contract, or other agreement, or at the hearing.

b. When the mutual desires of the parties are not known or when the parties express differing opinions or policies, the arbitrator may exercise discretion as to these matters consistent with acceptance of full personal responsibility for the award.

H. Use of Assistants

1. An arbitrator must not delegate any decision-making function to another person without consent of the parties.

   a. Without prior consent of the parties, an arbitrator may use the services of an assistant for research, clerical duties, or preliminary drafting under the direction of the arbitrator which does not involve the delegation of any decision-making function.

   b. If an arbitrator is unable, because of time limitations or other reasons, to handle all decision-making aspects of a case, it is not a violation of professional responsibility to suggest to the parties an allocation of responsibility between the arbitrator and an assistant or associate. The arbitrator must not exert pressure on the parties to accept such a suggestion.

I. Consent Awards

1. Prior to issuance of an award, the parties may jointly request the arbitrator to include in the award certain agreements between them, concerning some or all of the issues. If the arbitrator believes that a suggested award is proper, fair, sound, and lawful, it is consistent with professional responsibility to adopt it.

   a. Before complying with such a request, an arbitrator must be certain that he or she understands the suggested settlement adequately in order to be able to appraise its terms. If it appears that pertinent facts or circumstances may not have been disclosed, the arbitrator should take the initiative to assure that all significant aspects of the case are fully understood. To this end, the arbitrator
may request additional specific information and may question witnesses at a hearing.

J. Avoidance of Delay

1. It is a basic professional responsibility of an arbitrator to plan his or her work schedule so that present and future commitments will be fulfilled in a timely manner.

   a. When planning is upset for reasons beyond the control of the arbitrator, he or she, nevertheless, should exert every reasonable effort to fulfill all commitments. If this is not possible, prompt notice at the arbitrator’s initiative should be given to all parties affected. Such notices should include reasonably accurate estimates of any additional time required. To the extent possible, priority should be given to cases in process so that other parties may make alternative arbitration arrangements.

2. An arbitrator must cooperate with the parties and with any administrative agency involved in avoiding delays.

   a. An arbitrator on the active roster of an administrative agency must take the initiative in advising the agency of any scheduling difficulties that he or she can foresee.

   b. Requests for services, whether received directly or through an administrative agency, should be declined if the arbitrator is unable to schedule a hearing as soon as the parties wish. If the parties, nevertheless, jointly desire to obtain the services of the arbitrator and the arbitrator agrees, arrangements should be made by agreement that the arbitrator confidently expects to fulfill.

   c. An arbitrator may properly seek to persuade the parties to alter or eliminate arbitration procedures or tactics that cause unnecessary delay.

3. Once the case record has been closed, an arbitrator must adhere to the time limits for an award, as stipulated in the labor agreement or as provided by regulation of an administrative agency or as otherwise agreed.
a. If an appropriate award cannot be rendered within the required time, it is incumbent on the arbitrator to seek an extension of time from the parties.

b. If the parties have agreed upon abnormally short time limits for an award after a case is closed, the arbitrator should be so advised by the parties or by the administrative agency involved, prior to acceptance of appointment.

K. Fees and Expenses

1. An arbitrator occupies a position of trust in respect to the parties and the administrative agencies. In charging for services and expenses, the arbitrator must be governed by the same high standards of honor and integrity that apply to all other phases of his or her work.

An arbitrator must endeavor to keep total charges for services and expenses reasonable and consistent with the nature of the case or cases decided.

Prior to appointment, the parties should be aware of or be able readily to determine all significant aspects of an arbitrator's bases for charges for fees and expenses.

a. Services Not Primarily Chargeable on a Per Diem Basis

By agreement with the parties, the financial aspects of many “permanent” arbitration assignments, of some interest disputes, and of some “ad hoc” grievance assignments do not include a per diem fee for services as a primary part of the total understanding. In such situations, the arbitrator must adhere faithfully to all agreed upon arrangements governing fees and expenses.

b. Per Diem Basis for Charges for Services

(1) When an arbitrator’s charges for services are determined primarily by a stipulated per diem fee, the arbitrator should establish in advance his or her bases for application of such per diem fee and for determination of reimbursable expenses.
Practices established by an arbitrator should include the basis for charges, if any, for:

(a) hearing time, including the application of the stipulated basic per diem hearing fee to hearing days of varying lengths;
(b) study time;
(c) necessary travel time when not included in charges for hearing time;
(d) postponement or cancellation of hearings by the parties and the circumstances in which such charges will normally be assessed or waived;
(e) office overhead expenses (secretarial, telephone, postage, etc.);
(f) the work of paid assistants or associates.

(2) Each arbitrator should be guided by the following general principles:

(a) Per diem charges for a hearing should not be in excess of actual time spent or allocated for the hearing.
(b) Per diem charges for study time should not be in excess of actual time spent.
(c) Any fixed ratio of study days to hearing days, not agreed to specifically by the parties, is inconsistent with the per diem method of charges for services.
(d) Charges for expenses must not be in excess of actual expenses normally reimbursable and incurred in connection with the case or cases involved.
(e) When time or expense are involved for two or more sets of parties on the same day or trip, such time or expense charges should be appropriately prorated.
(f) An arbitrator may stipulate in advance a minimum charge for a hearing without violation of (a) or (e) above.

(3) An arbitrator on the active roster of an administrative agency must file with the agency his or her individual bases for determination of fees and expenses if the agency so requires. Thereafter, it is the responsibility of each such arbitrator to advise the agency promptly of any change in any basis for charges.
Such filing may be in the form of answers to a questionnaire devised by an agency or by any other method adopted by or approved by an agency.

Having supplied an administrative agency with the information noted above, an arbitrator's professional responsibility of disclosure under this Code with respect to fees and expenses has been satisfied for cases referred by that agency.

(4) If an administrative agency promulgates specific standards with respect to any of these matters which are in addition to or more restrictive than an individual arbitrator's standards, an arbitrator on its active roster must observe the agency standards for cases handled under the auspices of that agency or decline to serve.

(5) When an arbitrator is contacted directly by the parties for a case or cases, the arbitrator has a professional responsibility to respond to questions by submitting his or her bases for charges for fees and expenses.

(6) When it is known to the arbitrator that one or both of the parties cannot afford normal charges, it is consistent with professional responsibility to charge lesser amounts to both parties or to one of the parties if the other party is made aware of the difference and agrees.

(7) If an arbitrator concludes that the total of charges derived from his or her normal basis of calculation is not compatible with the case decided, it is consistent with professional responsibility to charge lesser amounts to both parties.

2. An arbitrator must maintain adequate records to support charges for services and expenses and must make an accounting to the parties or to an involved administrative agency on request.

III. Responsibilities to Administrative Agencies

A. General Responsibilities

1. An arbitrator must be candid, accurate, and fully responsive to an administrative agency concerning his or her qualifications, availability, and all other pertinent matters.
2. An arbitrator must observe policies and rules of an administrative agency in cases referred by that agency.

3. An arbitrator must not seek to influence an administrative agency by any improper means, including gifts or other inducements to agency personnel.

   a. It is not improper for a person seeking placement on a roster to request references from individuals having knowledge of the applicant's experience and qualifications.

   b. Arbitrators should recognize that the primary responsibility of an administrative agency is to serve the parties.

IV. Prehearing Conduct

1. All prehearing matters must be handled in a manner that fosters complete impartiality by the arbitrator.

   a. The primary purpose of prehearing discussions involving the arbitrator is to obtain agreement on procedural matters so that the hearing can proceed without unnecessary obstacles. If differences of opinion should arise during such discussions and, particularly, if such differences appear to impinge on substantive matters, the circumstances will suggest whether the matter can be resolved informally or may require a prehearing conference or, more rarely, a formal preliminary hearing. When an administrative agency handles some or all aspects of the arrangements prior to a hearing, the arbitrator will become involved only if differences of some substance arise.

   b. Copies of any prehearing correspondence between the arbitrator and either party must be made available to both parties.

V. Hearing Conduct

A. General Principles

1. An arbitrator must provide a fair and adequate hearing which assures that both parties have sufficient opportunity to present their respective evidence and argument.
a. **Within the limits of this responsibility, an arbitrator should conform to the various types of hearing procedures desired by the parties.**

b. An arbitrator may: encourage stipulations of fact; restate the substance of issues or arguments to promote or verify understanding; question the parties' representatives or witnesses, when necessary or advisable, to obtain additional pertinent information; and request that the parties submit additional evidence, either at the hearing or by subsequent filing.

c. **An arbitrator should not intrude into a party's presentation so as to prevent that party from putting forward its case fairly and adequately.**

### B. Transcripts or Recordings

1. **Mutual agreement of the parties as to use or non-use of a transcript must be respected by the arbitrator.**

   a. **A transcript is the official record of a hearing only when both parties agree to a transcript or an applicable law or regulation so provides.**

   b. An arbitrator may seek to persuade the parties to avoid use of a transcript, or to use a transcript if the nature of the case appears to require one. However, if an arbitrator intends to make his or her appointment to a case contingent on mutual agreement to a transcript, that requirement must be made known to both parties prior to appointment.

   c. If the parties do not agree to a transcript, an arbitrator may permit one party to make a transcript at its own cost. The arbitrator may also make appropriate arrangements under which the other party may have access to a copy, if a copy is provided to the arbitrator.

   d. Without prior approval, an arbitrator may seek to use his or her own tape recorder to supplement note taking. The arbitrator should not insist on such a tape recording if either or both parties object.

### C. Ex Parte Hearings

1. **In determining whether to conduct an ex parte hearing, an arbitrator must consider relevant legal, contractual, and other pertinent circumstances.**
2. An arbitrator must be certain, before proceeding ex parte, that the party refusing or failing to attend the hearing has been given adequate notice of the time, place, and purposes of the hearing.

D. Plant Visits

1. An arbitrator should comply with a request of any party that he or she visit a work area pertinent to the dispute prior to, during, or after a hearing. An arbitrator may also initiate such a request.
   a. Procedures for such visits should be agreed to by the parties in consultation with the arbitrator.

E. Bench Decisions or Expedited Awards

1. When an arbitrator understands, prior to acceptance of appointment, that a bench decision is expected at the conclusion of the hearing, the arbitrator must comply with the understanding unless both parties agree otherwise.
   a. If notice of the parties’ desire for a bench decision is not given prior to the arbitrator’s acceptance of the case, issuance of such a bench decision is discretionary.
   b. When only one party makes the request and the other objects, the arbitrator should not render a bench decision except under most unusual circumstances.

2. When an arbitrator understands, prior to acceptance of appointment, that a concise written award is expected within a stated time period after the hearing, the arbitrator must comply with the understanding unless both parties agree otherwise.

VI. Post Hearing Conduct

A. Post Hearing Briefs and Submissions

1. An arbitrator must comply with mutual agreements in respect to the filing or nonfiling of post hearing briefs or submissions.
   a. An arbitrator, in his or her discretion, may either suggest the filing of post hearing briefs or other submis-
sions or suggest that none be filed.
   b. When the parties disagree as to the need for briefs, an arbitrator may permit filing but may determine a reasonable time limitation.

2. An arbitrator must not consider a post hearing brief or submission that has not been provided to the other party.

B. Disclosure of Terms of Award

1. An arbitrator must not disclose a prospective award to either party prior to its simultaneous issuance to both parties or explore possible alternative awards unilaterally with one party, unless both parties so agree.
   a. Partisan members of tripartite boards may know prospective terms of an award in advance of its issuance. Similar situations may exist in other less formal arrangements mutually agreed to by the parties. In any such situation, the arbitrator should determine and observe the mutually desired degree of confidentiality.

C. Awards and Opinions

1. The award should be definite, certain, and as concise as possible.
   a. When an opinion is required, factors to be considered by an arbitrator include: desirability of brevity, consistent with the nature of the case and any expressed desires of the parties; need to use a style and form that is understandable to responsible representatives of the parties, to the grievant and supervisors, and to others in the collective bargaining relationship; necessity of meeting the significant issues; forthrightness to an extent not harmful to the relationship of the parties; and avoidance of gratuitous advice or discourse not essential to disposition of the issues.

D. Clarification or Interpretation of Awards

1. No clarification or interpretation of an award is permissible without the consent of both parties.

2. Under agreements which permit or require clarification or interpretation of an award, an arbitrator must afford both parties an opportunity to be heard.
E. Enforcement of Award

1. The arbitrator's responsibility does not extend to the enforcement of an award.

2. In view of the professional and confidential nature of the arbitration relationship, an arbitrator should not voluntarily participate in legal enforcement proceedings.