

APPENDIX B

COMMITTEE ON PROFESSIONAL  
RESPONSIBILITY AND GRIEVANCES\*

OPINION No. 19

*Subject:* Advertising and Solicitation

*Issue:* Would an arbitrator's conduct, in the circumstances set forth below, violate the provisions of Code Provision Part 1-C-3 which state:

C. Responsibilities to the Profession

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

*Circumstances:* The arbitrator, who is a professor, had for many years used his office at the University for all mail regarding his arbitration practice. When he retired, he continued to maintain a university office but decided to conduct his arbitration practice out of his home. At subsequent hearings, he had to advise the parties of his new arbitration address. Instead of getting business cards for this purpose, he purchased ballpoint pens imprinted with his name and address. During all subsequent hearings he handed a pen to each of the parties' representatives with instructions to send their post-hearing briefs or letters to him at the address listed on the pen. He also handed the pens to others present at the hearing as souvenirs.

*Opinion:* There is nothing improper about an arbitrator handing a business card to the parties' representatives at a hearing.<sup>1</sup> Subsequent communications may be necessary and the parties' representatives have an obvious interest in learning or being reminded of the arbitrator's address. The ballpoint pens in question obviously conveyed this same information. But they

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\*Code of Professional Responsibility for Arbitrators of Labor-Management Disputes: Opinion recommended by the Committee and approved by the Board of Governors, National Academy of Arbitrators, May 28, 1989.

<sup>1</sup>But see Opinion No. 18, with respect to the general distribution of business cards, *Appendix C*, in *Arbitration 1988: Emerging Issues for the 1990s*, Proceedings of the 41st Annual Meeting, National Academy of Arbitrators, ed. Gladys W. Gruenberg (Washington, BNA Books, 1989, Item No. 11, at 376.

also constituted a useful writing tool which, to the extent it was thereafter used, would serve as a continuing reminder of the arbitrator's availability. These characteristics convert the pens into a form of advertising or solicitation prohibited by 1-C-3. Although that may not have been the arbitrator's intention, it is the necessary effect of his actions and, accordingly, this distribution is barred under the Code.

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