Labor Law Journal, NAA CORNER—Between Decision and Dialogue: Ethical Limits and Practical Judgment in Labor Arbitration, (Jun. 29, 2026)

Labor Law Journal

By Richard Bales

RICHARD BALES is a faculty member at Ohio Northern University, Petit Collete of Law. He also is a labor arbitrator, member of the National Academy of Arbitrators, and panelist for the American Arbitration Association and Federal Mediation and Conciliation Service.

I. Introduction

The ideas explored in this essay did not originate in labor arbitration. They grew out of an unexpected detour while I was working on a book about Chinese commercial arbitration.[1] Immersed in that project, I learned about a dispute-resolution culture that places a deep value on harmony over adversarialism,[2] and about arbitration institutions in which appointed arbitrators often are expected to help parties reach negotiated outcomes rather than simply decide disputes.[3] I also encountered institutional rules that explicitly permit forms of arbitration-mediation sequencing, subject to carefully designed guardrails intended to preserve fairness and neutrality.

None of this led me to conclude that U.S. labor arbitration should emulate Chinese commercial arbitration, or that cultural practices developed in one legal system can be transplanted wholesale into another. The contexts are different, the institutions are different, and the values at stake are not always aligned. But exposure to a system in which settlement facilitation is understood as a mark of professional stature—rather than a deviation from it—prompted me to reflect more critically on assumptions I had long taken for granted in my own work as a labor arbitrator.

Like many arbitrators trained in the United States, I was taught that encouraging settlement once a case reaches arbitration is, at best, unnecessary and, at worst, inappropriate. Arbitration, I learned, exists precisely because earlier grievance steps designed to promote settlement have failed. The parties, having invested time and resources in bringing the dispute this far, want a decision—not suggestions. Any attempt by the arbitrator to encourage negotiation risks being perceived as evasive, biased, or indicative of an unwillingness to make a hard call. Those lessons shaped my practice for years, and they continue to inform much conventional wisdom in the field.

Yet the comparative perspective I encountered in that unrelated project made it harder for me to treat these norms as self-evident. If respected neutrals in other systems can facilitate settlement without compromising legitimacy, what explains our discomfort with doing so? Are the ethical boundaries as absolute as they are often described, or do they depend on how, when, and why settlement is encouraged?

This essay explores those questions from the perspective of a practicing labor arbitrator. It does not argue that arbitrators should routinely act as mediators, nor does it suggest abandoning the decisional core of the arbitral role. Instead, it asks a more modest and practical question: what, if anything, can a U.S. labor arbitrator ethically and effectively do to encourage negotiated outcomes in cases where arbitration may not serve the parties' long-term interests as well as a solution they craft themselves?

II. The Orthodoxy of Non-Intervention

My initial training as a labor arbitrator left little room for ambiguity about the arbitrator's role once a case reached arbitration. The prevailing message was straightforward: arbitration exists because settlement has failed. Collective bargaining agreements (CBAs) are structured to encourage negotiated resolution through multiple grievance steps involving escalating levels of management and union leadership.[4] By the time a dispute reaches arbitration, those mechanisms have been exhausted. The parties are no longer looking for dialogue; they are looking for a decision.

Within that framework, any effort by an arbitrator to encourage settlement was viewed with suspicion. Parties who invest the time and expense required to prepare for arbitration expect the arbitrator to do the job for which the arbitrator was selected—hear the evidence, apply the contract, and issue an award. Offering suggestions about settlement, even in neutral terms, risked frustrating those expectations and wasting the parties' time. Worse, it could create the impression that the arbitrator was reluctant to decide a difficult case or was attempting to avoid responsibility.

There was also a pragmatic dimension to this training. Arbitrators who acquired a reputation for "pushing settlement" were thought to be less likely to receive future appointments. Advocates want decisiveness. They want to know that when they bring a case to arbitration, the arbitrator will resolve it efficiently and without detours. An arbitrator who pauses proceedings to invite negotiation risks being perceived as indecisive or inattentive to the adversarial posture the parties have deliberately chosen.

These norms were not presented as arbitrary rules, but as reflections of core values embedded in U.S. labor arbitration.[5] Neutrality loomed large. The arbitrator's legitimacy depends on maintaining an unmistakable distance from the parties' bargaining interests. Encouraging settlement—even gently—was thought to blur that line by inserting the arbitrator into a process that properly belongs to the parties themselves. Party autonomy, too, was central: if the parties have chosen arbitration, respecting that choice means honoring their decision to seek a binding determination rather than continued negotiation.

At the time, this orthodoxy made sense to me. It aligned with the *Steelworkers Trilogy*'s emphasis on arbitration as a substitute for industrial strife, not an extension of bargaining.[6] It reinforced the idea that arbitrators serve the parties best by resolving disputes cleanly and transparently, allowing both sides to move forward within the framework of their agreement. For many years, I understood my role through that lens, and I continue to believe that it captures something essential about the function of labor arbitration in the United States. As the sections that follow suggest, however, experience—and exposure to alternative institutional practices—has made that understanding feel incomplete rather than wrong.

III. A Comparative Glimpse: Canada, Factfinding, and Familiar Exceptions

The understanding of the arbitrator's role described in the previous section is widely shared in the United States, but it is not universal—even within North America. Looking briefly beyond the U.S. private-sector labor arbitration context helps illustrate that encouraging settlement is not inherently incompatible with neutrality, but instead reflects institutional expectations that vary across systems.

In Canadian labor arbitration, for example, it is common for arbitrators to attempt mediation before proceeding to a formal hearing.[7] Parties often expect this, and it is not generally viewed as a sign that the arbitrator is unwilling to decide the dispute. To the contrary, an arbitrator's willingness to explore settlement is frequently understood as part of professional competence rather than a departure from it. Canadian arbitrators operate within ethical and procedural constraints of their own, but the baseline assumption about the arbitrator's relationship to settlement is markedly different from the one I was taught in the United States.

Closer to home, similar expectations appear in certain U.S. public-sector settings. In interest arbitration or factfinding—particularly in jurisdictions such as Ohio[8]—the parties commonly ask the neutral to attempt mediation before beginning the arbitration hearing. In those contexts, settlement efforts are not seen as inconsistent with neutrality, nor are they perceived as wasting time. Instead, they are treated as a valuable preliminary step that may narrow issues or resolve the dispute entirely. If mediation fails, the neutral proceeds to issue findings or an award, and the legitimacy of that decision is not diminished by the earlier attempt to facilitate agreement.

These examples do not suggest that private-sector labor arbitration in the United States should simply adopt practices from other systems. The statutory frameworks, bargaining relationships, and historical functions of arbitration differ in important ways. What they do suggest, however, is that the sharp line often drawn between adjudication and settlement facilitation is not inevitable. The same core values—neutrality, party autonomy, and decisional integrity—can support different expectations about how and when a neutral may encourage dialogue.

Seen in this light, the U.S. reluctance to encourage settlement appears less like a universal ethical mandate and more like a product of particular institutional choices. Recognizing that contingency does not resolve the question of what arbitrators should do, but it does open space to ask whether our inherited norms capture the full range of ethical possibilities available to us.

IV. The Ethical Boundary: What Arbitrators Fear (and Why)

The reluctance of U.S. labor arbitrators to encourage settlement reflects a set of serious ethical concerns that must be taken on their own terms. Any effort to rethink the arbitrator's role in this area must begin by acknowledging why the boundary between adjudication and settlement facilitation has been so carefully guarded.

One concern is coercion.[9] Arbitrators wield significant authority, even when they speak in measured and neutral tones. A suggestion from the arbitrator that the parties consider settlement may be heard not as an invitation, but as a signal—particularly by the weaker party—that resistance is futile or risky. This concern is especially acute in cases involving disparities in resources, sophistication, or bargaining power. An arbitrator who presses too hard, or who frames settlement as the "sensible" outcome, risks distorting party autonomy rather than respecting it.

Confidentiality[10] presents a related challenge. Mediation typically depends on candid exchanges, often in private caucus, with assurances that information shared will not be used adversely if settlement fails. Arbitration operates on different assumptions. When an arbitrator hears information in a settlement context—particularly information that would not be admissible or relevant in a formal hearing—the line between facilitation and adjudication becomes difficult to police. Even if the arbitrator remains scrupulously fair, the appearance of impropriety can be damaging.

There is also the concern of role confusion. Labor arbitration in the United States has long been understood as a decisional process grounded in contract interpretation. The *Steelworkers Trilogy* emphasized arbitration as a substitute for economic conflict, not as an extension of bargaining. Against that backdrop, arbitrators are trained to view themselves as interpreters of negotiated agreements, not participants in ongoing negotiation. Encouraging settlement can feel like stepping outside that lane and into a role the parties did not consent to when they selected an arbitrator.

Finally, competence matters. Not all arbitrators are trained mediators, and mediation is a distinct skill set. Encouraging settlement without the ability to manage dynamics carefully, to recognize when pressure is inappropriate, or to maintain clear boundaries can do more harm than good. The fact that some neutrals facilitate settlement skillfully does not mean all should attempt to do so.

These concerns are reflected, implicitly and explicitly, in the ethical frameworks governing labor arbitration. The National Academy of Arbitrators' Code of Professional Responsibility emphasizes neutrality, integrity, and respect for party self-determination. Those principles do not forbid arbitrators from ever discussing settlement, but they do impose meaningful constraints on how influence may be exercised. Ethics, in this sense, focus less on whether an arbitrator speaks about negotiation and more on how and why that conversation occurs.

Seen through this lens, the central question is not whether arbitrators should encourage settlement in the abstract. Framed that way, the safest answer will almost always be no. The more productive inquiry is conditional: under what circumstances, and in what manner, can an arbitrator raise the possibility of negotiation without undermining neutrality, coercing consent, or exceeding the authority entrusted by the parties?

Answering that question requires abandoning categorical rules in favor of judgment. It requires attentiveness to timing, language, audience, and context. And it requires humility about the limits of the arbitrator's role. The sections that follow do not propose a new ethical mandate. They offer instead a set of practical observations about when encouraging negotiation may serve the parties' interests—and how an arbitrator can do so while remaining firmly within ethical bounds.

V. When Gently Encouraging Negotiation Serves the Parties Best

I do not believe that arbitrators should routinely encourage settlement. My experience, however, has persuaded me that there are recurring situations in which a negotiated outcome is likely to leave both parties better off than any award I could issue consistent with the governing CBA. In these situations, a carefully framed, non-coercive suggestion that the parties consider reopening dialogue can serve their interests without compromising arbitral neutrality.

What follows is not a checklist or a mandate, but a set of contexts in which I have found that arbitration's binary structure—win or lose, sustain or deny—fits poorly with the practical realities the parties will face once the hearing ends.

A. When a Party Risks "Winning" Into a Worse Outcome

One situation that repeatedly gives me pause is when a party appears not to appreciate the broader consequences of the relief it is seeking. In these cases, the legal argument may be colorable, even strong, but acceptance of that argument would produce results that neither party would welcome once the implications become clear.

In one recent case, an employer argued that language in a multi-facility collective bargaining agreement incorporated by reference the terms of an ERISA pension plan. At first glance, the argument had surface appeal for the employer's argument in this particular grievance. But as the case unfolded, it became apparent that accepting the employer's position would have sweeping consequences far beyond the grievance at issue. If the pension plan's terms were incorporated into the CBA, then every bargaining unit whose members participated in that plan would arguably gain the right—and the employer would incur the obligation—to bargain over funding, administration, trustee selection, and investment rules whenever the CBA was renegotiated. What began as a narrow interpretive dispute thus threatened to upend established bargaining relationships and produce an impractical and destabilizing result.

In another matter, a union argued that an employee's misconduct was largely attributable to inadequate supervision and that discipline therefore was unwarranted. That contention resonated at an intuitive level. But adopting it would have signaled to the employer that the only safe course going forward was to assign supervisory personnel to even brief, routine tasks—effectively micromanaging skilled employees to avoid future grievances. Such an outcome would increase costs, erode trust, and undermine the professional autonomy that both sides valued.

In neither case was it my role to predict outcomes or to pressure a party to abandon its position. But I did believe it was appropriate to ensure that the parties understood the logical end point of the arguments they were advancing. In circumstances like these, gently flagging the downstream consequences of a potential win—without evaluating the merits—can prompt a reassessment that opens space for negotiation. Often, the parties are best positioned to craft a solution that addresses the immediate dispute without triggering collateral damage that an arbitrator lacks authority to mitigate.

B. When Contract Language Boxes the Arbitrator into Bad Options

A second recurring context arises when the CBA sharply constrains the remedies available to an arbitrator, even though both parties would benefit from more flexible options. Labor arbitration, by design, is rooted in contract interpretation. That strength becomes a limitation when the language permits only outcomes that are poorly aligned with the parties' present needs.

Consider a dispute involving job classifications or assignment language drafted decades earlier, in a very different operational environment. The grievance presents a genuine interpretive question, but the remedies available under the agreement are stark: either enforce the language strictly, with disruptive consequences, or deny the grievance and effectively ratify a practice that neither party fully endorses. In such cases, arbitration can clarify rights, but it cannot modernize the agreement or create intermediate solutions.

I have seen disputes where both sides, candidly and off the record, acknowledged that the real problem was outdated language, not bad faith. Yet once the case reached arbitration, each felt compelled to press for a ruling rather than reopen bargaining. Here, a negotiated outcome—perhaps involving temporary accommodations, pilot programs, side agreements, or a nonprecedential resolution of the current dispute along with an agreement to revisit the underlying issue in future bargaining—would have allowed the parties to address the problem constructively while preserving their long-term relationship.

An arbitrator cannot supply those solutions. What an arbitrator can do, ethically, is identify the constraint: to make clear that the decision will be limited by the contract and that a ruling, even if carefully reasoned, may leave significant issues unresolved. Naming that reality, without urging a particular result, can help parties recognize that negotiation, rather than adjudication, offers the only path to a genuinely satisfactory outcome.

C. When Precedent-Setting Risk Outweighs the Value of a Win

A third situation in which negotiation may be preferable arises when the precedential consequences of an award loom larger than the immediate stakes of the grievance. Some disputes matter less for what they resolve today than for what they lock in tomorrow.

This dynamic often appears in cases involving ambiguous phrases—terms like "temporary assignment," "reasonable notice," or "emergency overtime." The grievance before the arbitrator may involve a single employee or a discrete incident, but the interpretation adopted likely will govern dozens of future disputes. Both sides may privately recognize that a clear win could prove costly over time, yet neither wants to appear to retreat once the case has arrived at arbitration.

In such circumstances, arbitration offers certainty but little flexibility. A negotiated resolution, by contrast, can preserve ambiguity, limit the agreement to the specific facts, or include explicit non-precedential language. Parties can trade clarity for adaptability—something an arbitrator cannot do without exceeding authority.

Here again, the arbitrator's role is not to steer the outcome but to illuminate the stakes. A neutral reminder that the award will likely be cited and relied upon in future cases may be enough to prompt a pause. In my experience, parties sometimes welcome that moment of reflection, particularly when they recognize that a "victory" today may constrain them tomorrow.

D. Why Negotiation Can Better Serve Shared Interests

Across these contexts, a common theme is that arbitration excels at resolving discrete disputes but is ill-suited to managing systemic consequences, relational dynamics, or future uncertainty. Negotiation, by contrast, allows parties to account for these factors explicitly. It permits tradeoffs, phased implementation, and creative problem-solving that lie beyond the arbitrator's mandate.

Encouraging parties to consider negotiation in these circumstances does not undermine party autonomy. On the contrary, it can enhance it by reminding parties that they retain control over outcomes that will shape their ongoing relationship. The arbitrator's authority derives from the parties' consent; respecting that consent sometimes means acknowledging when the parties are better served by exercising it directly rather than delegating decision-making entirely to a third party.

I do not suggest that arbitrators should assume the role of mediator, conduct caucuses, or offer evaluative opinions under the guise of settlement facilitation. The line between adjudication and mediation matters, and not all arbitrators are trained to cross it safely. But I have become increasingly comfortable with the idea that, in carefully chosen moments, a neutral acknowledgment of the limits of arbitration—and of the potential advantages of negotiation—can be both ethical and helpful. When delivered with humility and an acknowledgement that I understand my lane, parties seem genuinely appreciative.

VI. How to Encourage Negotiation Without Becoming a Mediator

Encouraging parties to consider a negotiated outcome does not require an arbitrator to step into the role of mediator, nor does it require abandoning decisional responsibility. In my experience, the most effective—and best received—approaches are those that are transparent, bounded, and respectful of the parties' autonomy. The goal is not to steer the outcome, but to ensure that the parties are making fully informed choices about whether arbitration is the best vehicle for resolving their dispute.

One threshold issue is credibility. Advocates are understandably skeptical of settlement suggestions from arbitrators, particularly if they suspect that the arbitrator is attempting to avoid making a difficult decision. I therefore try to be explicit about my own motivations. When I raise the possibility of renewed negotiation, I often say something along the following lines: I am comfortable deciding hard cases, and I will do so if asked. Writing an award is, for me, the most intellectually engaging part of the process—an exercise in careful reasoning and synthesis that I genuinely enjoy. Encouraging negotiation is not a way of sidestepping that responsibility.

I also find it helpful to be candid about incentives. As a practical matter, I typically spend more time—and bill more time—writing awards than conducting hearings. In addition, because I often bear the upfront costs of travel to hearings held near my designated FMCS offices, a last-minute settlement can mean that I lose money on the case. None of this is offered to elicit sympathy or to pressure the parties, but simply to underscore that my suggestion to explore negotiation is not self-serving. When advocates understand that settlement does not advance the arbitrator's financial interests, they are more likely to view the suggestion as a good-faith effort to serve the parties' needs.

A more difficult question arises when the reason for encouraging negotiation does not affect the parties symmetrically. In some cases, my concern is not simply that arbitration offers limited remedial flexibility, but that one party may not fully appreciate the long-term implications of the position it is advancing. In these situations, raising the issue publicly creates obvious risks. If I describe those implications explicitly in a joint discussion with counsel, the affected party may feel blindsided in front of the opposing side, or may reasonably conclude that I am supplying the other side with an argument it had not articulated on its own. Worse still, the party may infer—rightly or wrongly—that I have already made up my mind about how the case should be decided.

To manage this risk, I have found it essential to keep my language deliberately general when addressing both advocates together. Rather than identifying the specific argument or remedy that concerns me, I frame the issue at a higher level of abstraction. I might say, for example, that in cases like this one, I sometimes realize during the award-writing process that the prevailing party may not have fully appreciated the downstream consequences of its success, and that those consequences can leave that party worse off than it would have been had it lost. Framed this way, the observation functions as a caution rather than a critique. It invites reflection without signaling which party I believe is exposed to that risk, and it avoids turning the arbitrator into an advocate for either side's substantive position.

This approach is admittedly imperfect. Generality can dilute the message, and there is always a chance that the party most at risk will not recognize itself in the description. But in my experience, advocates are sophisticated listeners. Even a broadly framed observation can prompt private conversations between counsel and client that serve the underlying purpose, without the arbitrator crossing into evaluative or advisory territory.

Another theoretical option would be to seek the parties' consent to have a private conversation with the party that appears most vulnerable to unintended consequences. I acknowledge the appeal of this idea, particularly where the concern is less about legal merit than about institutional or relational fallout. At the same time, ex parte contact—even with consent—makes me deeply uncomfortable. It risks undermining confidence in neutrality and invites misunderstandings that can be difficult to dispel. For that reason, I have never actually pursued this path, and I remain skeptical that its potential benefits outweigh the costs.

iIf there is a better solution, it likely lies not in private communication, but in careful process design. One possibility is to raise the issue after the hearing, in a neutral written communication to both sides that reiterates my readiness to decide the case while inviting the parties, if they choose, to reflect on whether negotiation might better serve their long-term interests. An email that acknowledges the effort invested in the hearing, reiterates my readiness to decide the case, and invites the parties to reopen dialogue if they choose can be an effective way to lower the stakes. Importantly, any such communication must make clear that there is no expectation of negotiation and no penalty for declining the invitation.

Underlying these practices is a simple principle: arbitrators serve the parties best when they respect both the adversarial structure of arbitration and the ongoing relationships that arbitration exists to support. Encouraging negotiation, when done sparingly and thoughtfully, is not an abandonment of neutrality. It is an acknowledgment that arbitration is a means, not an end—and that sometimes the most responsible exercise of arbitral authority is to remind parties that they retain the power to resolve their dispute on terms no award can supply.

VI. Conclusion

The core responsibilities of a labor arbitrator are to decide the grievance presented, to explain that decision carefully and honestly, and to do so in a way that allows the losing party to understand why it lost and to feel that it was heard. In the vast majority of cases, that responsibility is best discharged by writing a reasoned award and letting the parties move forward within the framework of their collective bargaining relationship. That remains my default understanding of the arbitrator's role.

Experience, however, has complicated that understanding. Over time, I have come to appreciate that there are circumstances in which a formally correct award—however well reasoned—may leave both parties worse off than a negotiated resolution they could have crafted themselves. In those situations, the arbitrator's task is not to abandon neutrality or to assume the role of mediator, but to exercise judgment about how best to serve the parties' long-term interests while remaining squarely within ethical bounds.

Encouraging negotiation, when done sparingly and thoughtfully, need not reflect uncertainty, weakness, or a desire to avoid difficult decisions. Properly framed, it reflects confidence in the parties' capacity to solve their own problems and respect for the relationships that labor arbitration exists to support. It also reflects humility about the limits of arbitral authority. Arbitrators can resolve disputes, but they cannot redesign collective bargaining agreements, manage workplace culture, or absorb the downstream consequences of rigid remedies. The parties can.

Ultimately, my goal is simple: that the parties are better off for having chosen me as their arbitrator. Most often, that means issuing an award that resolves the dispute before me and provides clarity going forward. Occasionally, however, it means helping the parties see that a willingness to pause, to negotiate, or to explore alternatives is not a concession of weakness, but an expression of strength. It is a recognition that durable solutions are sometimes achieved not through adjudication, but through dialogue—on terms the parties themselves control.

Footnotes

1 Richard Bales & Dan Xie, The Cambridge Handbook of Arbitration in China: Building Global Influence in Dispute Resolution (Cambridge University Press, forthcoming 2026) ("Arbitration in China").

2 Zhao Yanrong & Ting Pan, *The Evolution of Chinese Law of Arbitration*, Chapter 3 in Bales & Xie, Chinese Arbitration, *supra* note 1.

3 *See, e.g*., Mingchao Fan & Ruohan Zhu, *The Shanghai Arbitration Commission: Institutional Evolution and Global Ambition*, Chapter 10 in Bales & Xie, Chinese Arbitration, *supra* note 1; Mingchao Fan & Ruohan Zhu, *An Introduction to and Highlights of the Shanghai Arbitration Commission Arbitration Rules*, Chapter 18 of Bales & Xie, Chinese Arbitration, *supra* note 1; Jialin Li, *The Role of Mediation in Chinese Arbitration Centers*, Chapter 33 in Bales & Xie, Chinese Arbitration, *supra* note 1; Fuhua (Roger) Ni, *Expanding the Landscape of Mediation in China and Beyond*, Chapter 34 in Bales & Xie, Chinese Arbitration, *supra* note 1.

4 College of Labor & Emp. Lawyers & Nat'l Acad. of Arbitrators Research & Educ. Found., A Study Guide to Accompany The Art & Science of Labor Arbitration 1–2 (n.d.), https://theclel.org/wp-content/uploads/2021/07/AME-Col-Study-Guide-for-Art-Science-of-Labor-Arbitration.pdf (noting that in the United States "it is rare to find a collective bargaining agreement that does not contain a grievance procedure incorporating arbitration as the terminal step").

5 See generally Nat'l Acad. of Arbitrators, Am. Arbitration Ass'n & Fed. Mediation & Conciliation Serv., Code of Professional Responsibility for Arbitrators of Labor-Management Disputes (2003) (articulating standards of impartiality, integrity, and respect for party self-determination in labor arbitration).

6 See United Steelworkers of Am. v. Warrior & Gulf Navigation Co., 363 U.S. 574, 578–81 (1960) (describing grievance arbitration as "part and parcel of the collective bargaining process itself" and explaining that in the labor context "arbitration is the substitute for industrial strife"); College of Labor & Emp. Lawyers & Nat'l Acad. of Arbitrators Research & Educ. Found., supra note 4 (explaining that grievance arbitration is viewed as an extension of collective bargaining and a means of avoiding strikes and other job actions).

7 See Donald J. M. Brown & David M. Beatty, Canadian Labour Arbitration § 2:2210 (5th ed. 2019).

8 Ohio Rev. Code Ann. § 4117.14(C)(4)(f) ("The fact-finding panel may attempt mediation at any time during the fact-finding process.").

9 Code of Professional Responsibility for Arbitrators of Labor-Management Disputes of the National Academy of Arbitrators, § 2(F)(c) ("An arbitrator is not precluded from suggesting mediation. 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.")

10 See id. § 2(D)(a):
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.

https://prod.resource.cch.com/resource/scion/document/default/(%40%40LABOR_AND_EMPLOYMENT_LAW_CHEETAH_ALL%20Pvolno-77-2-6)0896d12228d74d14a2c81d2060c6e768?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=cheetah