

LABOR RELATIONS



Mr. Vincent R. Sombrotto  
President  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001-2144

Re: Q94N-4Q-C 99189739  
CLASS ACTION  
Washington, DC 20001-9998

Dear Mr. Sombrotto:

Recently, our representatives met in prearbitration discussion of the above-referenced grievance.

The interpretive issue in this case is whether a unilaterally initiated written communication to an arbitrator on which the other party is copied violates the April 11, 1988 Memorandum of Understanding on *ex parte* communication.

After reviewing this matter, we mutually agree to resolve this issue with the following understanding:


*Ex parte* communications made in the ordinary course of business regarding necessary, routine, scheduling matters are permissible.


Other *ex parte* communications with an arbitrator, whether oral or written, without advance agreement with the other party are not permitted. A unilaterally initiated written communication to an arbitrator with a copy provided to the other party is specifically included in this proscription.

In the event of a violation of the above understanding, any arbitrator receiving a prohibited communication will receive a letter signed by the parties at the national level directing that the contents of the prohibited communication be disregarded.

Please sign and return the enclosed copy of this decision as your acknowledgement of agreement to settle this case, removing it from the national arbitration listing.

Sincerely,

  
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Douglas A. Tulino  
Manager  
Labor Relations Policies  
and Programs

  
\_\_\_\_\_  
Vincent R. Sombrotto  
President  
National Association of Letter  
Carriers, AFL-CIO

Date: 11-19-02