



# National Association of Letter Carriers

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December 19, 2011

Douglas A. Tulino, Vice President  
Labor Relations  
United States Postal Service  
475 L'Enfant Plaza, SW  
Washington, D. C. 20260-4100

Certified Mail No. 7005 0390 0001 4011 0298

**Re: Arbitrator Mark Sherman**

Dear Doug:

Pursuant to Article 15, Section 3.F of the National Agreement, I hereby initiate at the national level the following interpretive dispute arising from management's unilateral refusal to schedule any cases before Arbitrator Mark Sherman.

The interpretive issue presented is whether the Postal Service may unilaterally refuse to schedule any case before a member of our agreed-upon panel. It is the position of the NALC that such unilateral refusal violates various provisions of the National Agreement, including Articles 3, 5, and 15, Section 4.

As indicated in previous correspondence, NALC has not agreed to Arbitrator Sherman's request for a leave of absence. Accordingly, at present, he remains on the Southwest Arbitration Panel. While we both acknowledge that either party may request that an Arbitrator recuse himself/herself from hearing specific cases, there is no legal or contractual basis for an across-the-board refusal to schedule cases before a particular arbitrator.

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Additionally, Arbitrator Sherman specifically retained jurisdiction of the issue of remedy in Case No. G06N-4G-C 10205542 (Grievant Sharon Smock). In his email of May 1, 2011, he reiterated this retention of jurisdiction in the Smock case. Notwithstanding the foregoing, I am advised that the Southwest Area has refused to schedule the Smock case before Arbitrator Sherman. It is our position that the Smock case must be scheduled before Arbitrator Sherman at his first available date.

A meeting to discuss this interpretive dispute should be scheduled expeditiously. Please have your representatives contact NALC Director of Safety and Health Manuel Peralta to make the necessary arrangements.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fredric V. Rolando', with a stylized, cursive script.

Fredric V. Rolando  
President