

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

RE: Arbitration Scheduling & Grievance Review Procedures

The parties agree to continue their efforts and further their commitment to improve the grievance/arbitration process. To that end, the parties have entered into the following agreement which supersedes and replaces the February 21, 2003, Memorandum of Understanding regarding *Grievance Reviews and Arbitration Scheduling Procedures*:

**The following principles establish the review procedure for Step 3 appeals, cases pending arbitration, and arbitration appeals received directly from Step 2 (Direct Appeals):**

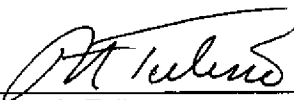
1. Immediately upon signature of this memorandum, USPS and APWU representatives will conduct reviews of all pending Step 3 and arbitration appeals; including direct appeals from Step 2 to arbitration.
2. Direct Appeals will be identified and held by the respective Grievance/Arbitration Processing Center prior to inputting the arbitration appeal in the Grievance and Arbitration Tracking System (GATS). For purposes of timeliness, such grievances will be considered appealed to arbitration on the mailing date or, where alternative appeal methods are used, the date of receipt at the Processing Center.
3. The Grievance/Arbitration Processing Center will provide an electronic list of pending Direct Appeals to the Regional Coordinator and Area Manager, Labor Relations no less than once each week.
4. The parties' representatives will schedule meetings to ensure that Step 3 grievances and Direct Appeals are reviewed within the time limits for meeting and discussing grievances at Step 3.
5. Cases which are resolved or withdrawn will be returned to the local parties for compliance. Cases which are identified as the same or substantially similar to an issue pending at the national level will be remanded to the local parties to be held pending the outcome of the national case.
6. Direct Appeals which are not resolved, withdrawn, or held, shall be identified by the National Business Agent as an appeal to regular or expedited arbitration and logged accordingly at the respective Grievance/Arbitration Processing Center.
7. Cases unresolved during the review process will be scheduled for arbitration pursuant to the principles outlined below.


**The following principles apply to arbitration scheduling and hearings:**

1. During the review process, removals, continuances, and other issues, as agreed to by the Area Manager, Labor Relations and the Regional Coordinator, will continue to be scheduled.
2. Area/Regional parties will jointly determine arbitration hearing dates/locations prior to soliciting dates from arbitrators.

3. Centralized hearing locations should be used, when appropriate, to ensure that the maximum number of cases are heard each date.
4. Arbitration scheduling letters will be generated and dates assigned no later than 90 days prior to hearing.
5. Upon selection of a hearing location, all pending arbitration appeals (expedited or regular) at that installation/facility must be heard prior to moving to the next hearing location.
6. Area/Regional parties will share the names of assigned advocates no less than 75 days before the hearing.
7. Advocates will meet in person or, if necessary, telephonically to discuss scheduled cases no less than 65 days before the hearing.
8. It is agreed that, when time permits, a minimum of two regular or three expedited cases will be heard by the arbitrator on each hearing date.
9. Advocates will submit a Status Sheet to the Area/Regional parties listing both cases that will be heard and cases resolved through prearbitration or withdrawal no less than 15 days (expedited cases), or no less than 35 days (regular cases), prior to a scheduled hearing date.
10. National level disputes will be jointly identified and disseminated to the Area/Regional parties to ensure that any grievances which involve a same or substantially similar issue are remanded and held at Step 2 pending adjudication of the national level dispute.
11. Advocates, with the exception of APWU National Officers and Area Labor Relations Specialists, will not be permitted to move cases from expedited to regular arbitration without advance approval of the Regional Coordinator or the Area Manager, Labor Relations.
12. Issues related to non-compliance of arbitration awards or grievance settlements shall be referred to the parties at the Area/Regional level only after all attempts have been exhausted at the district level.
13. The Grievance/Arbitration Processing Center will provide lists of pending arbitration and Step 3 grievances, broken down by craft and district, no less than twice a month to the Regional Coordinator and the Area Manager, Labor Relations.

This Memorandum of Understanding does not alter or amend any existing modified grievance/arbitration program, unless mutually agreed to by the parties. This agreement will remain in effect unless discontinued by mutual agreement of the national parties.

  
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Doug A. Tulino  
A/Vice President  
Labor Relations  
U.S. Postal service

  
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William Burrus  
President  
American Postal Workers  
Union, AFL-CIO

Date: 6-13-05