

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

**Re: Accelerated Processing of Removal Grievances**

Pursuant to the Memorandum of Understanding (MOU), *Re: Pilot Grievance- Arbitration Procedures* and the MOU, *Re: Discipline Task Force*, the parties agree to pilot a modified grievance arbitration procedure in the below locations for the purpose of improving the efficiency and speed of processing Article 16.5 removal grievances.

This pilot is established to provide the parties an opportunity to study the results that a modified grievance-arbitration procedure would have on the processing timeline for Article 16.5 removal grievances.

The parties mutually agree the following locations will participate in the pilot.

1. Dallas, Texas Area Local/Installation
2. Pittsburgh, Pennsylvania Area Local/Installation
3. Cincinnati, Ohio Area Local/Installation
4. Sacramento, California Area Local/Installation
5. To Be Determined - Local/Installation in the APWU Northeast (NE) region

For purposes of this pilot, the steps of the grievance-arbitration used to process removal grievances will be as follows:

- 1) An individual issued a removal notice must contact the Union requesting to file a grievance within fourteen (14) business days of the individual's receipt of the removal notice for the grievance to be considered timely. Following the employee's notification to the Union, the Union will inform the appropriate Manager of Labor Relations (or their designee) within five (5) business days that the Union is initiating a grievance on the removal action. This notification will serve as the Union's direct appeal to Step 2 of the grievance/arbitration process. For purposes of this pilot, the parties hereby acknowledge waiver of the Step 1 grievance filing.
- 2) A request for information will be made by the Union representative to the Manager of Labor Relations no later than five (5) business days after the Union communicates its initiation of a Step 2 filing as stated in number 1 above. Management will provide a complete package of all information used and relied upon in making the determination for the removal action, which will include all supporting records, investigative interview questions and responses, reports, forms, Office of Inspector General (OIG) reports, etc. Such information will be provided to the Union representative within five (5) business days of the request.
- 3) Local Appeal
  - a) Following the notification of the filing of the grievance contained in paragraph #1 above, the standard grievance form will be used to appeal the removal action directly to Step 2 and will be filed no later than five (5) business days before the Step 2 meeting. The Step 2 grievance meeting on the removal action shall be held within seven (7) business days from the day the Union representative receives the requested information.

- b) The Labor Relations Specialist/Step 2 designee must provide a written decision within five (5) business days of the Step 2 meeting.
- 4) Area Appeal
- a) If there is no resolution on the Local Appeal, the Union may appeal the grievance to the Area level. The appeal may be filed via electronic transmission to [LReAppeals@usps.gov](mailto:LReAppeals@usps.gov) within five (5) business days from the Local Appeal decision.
  - b) The Area/Regional parties will meet within ten (10) business days of receipt of the Area Appeal.
  - c) The Postal Service Area representative and Regional Union representative shall make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant documents in accordance with Article 31. The Union National Business Agent (NBA) or designee may furnish written statements from witnesses or other individuals.
  - d) If the grievance is not resolved at the meeting, the Postal Service Area representative will issue a written decision within seven (7) business days.
- 5) Appeal to Arbitration
- a) The Union may appeal the decision made by the Postal Service Area representative, which shall include the Union's additions and corrections to the decision, via electronic transmission from the APWU ([support@grievancetrack.com](mailto:support@grievancetrack.com)) to the Labor Relations Service Center ([LRServiceCenterHQ@usps.gov](mailto:LRServiceCenterHQ@usps.gov)), to arbitration within five (5) business days from receipt of the Area Appeal decision. The electronic appeal submissions must be identified with Discipline Task Force Appeal noted in the subject line, along with the grievance number and Union case ID.
  - b) Management may include additions and corrections, including in response to additional information provided by the Union within five (5) business days of receiving the Union's appeal.
- 6) Within five (5) business days of receipt of the appeal to arbitration, the parties will submit jointly agreed hearing dates and cases for scheduling to the LR Service Center with every effort being made to conduct the arbitration hearing within thirty (30) business days of the appeal to arbitration. No briefs will be allowed to be submitted for removal notice hearings conducted as part of this pilot. Arbitration decisions will be issued within fifteen (15) business days following the hearing.
- 7) The time frames for removal grievances processed as part of this pilot are the parties' good faith efforts to speed up the adjudication of removal cases. If any of the time limits set in this pilot are missed in good faith, neither side will raise timeliness as procedural issues, including a waiver, regarding the removal grievance. However, in no case will the time limits exceed those provided for in Article 16 of the parties National Agreement, unless expressly agreed to by the terms of this MOU.
- 8) During this pilot, the grievant pending removal will remain in a pay status (on the job or on the clock) for no longer than forty-five (45) business days from the date of the removal letter. This provision does not apply to charges involving removal actions issued pursuant to Article 16.6 or following an emergency placement issued under Article 16.7 of the National Agreement.

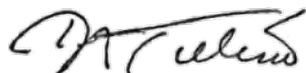
- 9) If any previous discipline was cited in the notice of removal and has not yet been adjudicated, the parties at the Area/Regional level will discuss and attempt to resolve the previous discipline. If a resolution cannot be reached, the unadjudicated discipline will be immediately scheduled for an arbitration hearing in accordance with #6 above. The removal case will be held until the previous discipline is adjudicated and will then be moved to arbitration in accordance the above steps. The parties may jointly agree to schedule both the unadjudicated discipline and the removal arbitration on the same day before the same arbitrator.
- 10) Preference eligible employees with Merit System Protection Board (MSPB) appeal rights are covered by Article 16.9 and will not be eligible for the Accelerated Processing of Removal Grievances identified in this MOU.
- 11) The parties at the National level will review and monitor the results of the pilot for the purpose of ensuring compliance with the pilot process and determining its effectiveness.
- 12) The parties will meet at the National level to establish the timeline for implementation of this MOU and address issues such as, but not limited to, the method and manner of selecting and appointing arbitrators who will hear cases as part of this pilot, hearing format, how the process for scheduling cases will be implemented, how the parties' representatives will keep the removal cases under the pilot separate from the general appeals of grievances and how the parties will address the existing removal backlog in the installations where this pilot is implemented.

The parties may expand the pilot to additional locations, if mutually agreed.

Either party may terminate participation in this pilot with no less than sixty (60) business days advance written notice to the other party. Otherwise, this MOU terminates with the expiration of the 2021-2024 National Agreement.

Nothing herein shall preclude any of the parties from exercising the rights which they may otherwise have.

The MOU may only be cited for the purposes of enforcement of its terms. Any disagreements over the implementation of the pilot will be addressed by a Dispute Resolution Process at the National level.



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Douglas A. Tulino  
Deputy Postmaster General and  
Chief Human Resources Officer  
United States Postal Service



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Mark Dimondstein  
President  
American Postal Workers Union, AFL-CIO

Date: March 29, 2023