

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

RE: APWU-USPS Grievance Enhancement and Reduction (AUGER) Procedure

The parties agree to continue to expand the AUGER procedure in Districts mutually agreed upon. The AUGER improves the efficiency and effectiveness of the Article 15 Grievance-Arbitration Procedure through enhanced compliance with the established contractual terms, special emphasis on strict compliance with the timelines for grievance meetings and decisions, a joint grievance file and additional arbitration options. The AUGER produces notable results with higher resolve/withdrawal rates in the grievance procedure due to improved efforts to determine the facts at issue at the initial Steps of the procedure. A more efficient and effective grievance procedure provides opportunities for the parties to lower their shared costs associated with arbitration.

Under AUGER, the terms of Article 15 remain in effect, but the timeliness of dealing with the issue that generated the grievance is improved. Both parties designated representatives must meet the responsibilities assigned to them within the time limits proscribed in Article 15 at each Step of the procedure. If management's representative fails to meet with the union and render a decision within the specified time frame of the Step the grievance has been appealed to, the union does not continue to wait. The union may appeal the grievance to the next Step. If the union's representative fails to meet with management within the specified time frame of the Step the grievance has been appealed to, management does not continue to wait. Management issues the decision.

AUGER also includes the development of a Joint Grievance File (JGF) at Step 2. The JGF contains the position on the grievance issue of both parties, along with each party's arguments and supporting documentation and evidence. Therefore, the parties at Step 1 must investigate the grievance claims to determine the actual facts of the issue in dispute and the appropriate application of the contract to those facts. If the parties are unable to agree on the disposition of the grievance and the union appeals it to Step 2, each party's Step 1 designee must provide their respective Step 2 representative with their findings and position.

At Step 2, the parties representatives must cooperate fully in an effort to develop all necessary facts, including the exchange of relevant documents in compliance with Article 15.2. Step 2.(d). If the parties are able to reach an agreement on the disposition of the grievance, further development of the JGF is not necessary. If no agreement is reached, the parties must complete the JGF and include any stipulated facts, the relevant facts and documents the parties have assembled in support of their respective positions and a table of contents. Upon an appeal of the grievance to Step 3, each Step 2 representative must forward a copy of the JGF to their Step 3 designee. Transmission of union "additions and corrections" will be added to the file.

At Step 3, the parties may add any relevant facts and information to the JGF and notate the table of contents accordingly. If the Step 3 meeting does not result in the disposition of the grievance, the JGF is "sealed" and no additional documents may be added to the file thereafter.

with the exception of any union "additions and corrections" or correspondence relating to the scheduling of an arbitration hearing on the matter.

When AUGER is implemented in a District, the parties will conduct pre-arbitration reviews of all APWU – craft grievances pending arbitration to reduce the backlog. The parties agree to create Joint Grievance Files (JGF) during the review process. Each month thereafter, the parties designated representatives will conduct pre-arbitration reviews of all grievances that have been newly appealed to arbitration in order to maintain the backlog reduction.

Either party at the national level may withdraw from the AUGER procedure in a District by providing the other party with no less than a 6 months advance notice. The parties agree that during the advance notice period they will discuss the issue(s) which generated the decision to withdraw and seek a resolution of the dispute.



Michael R. Makar
Manager, Field Labor Relations
USPS



Tony D. McKinnon, Sr.,
Director, Industrial Relations
APWU (AFL-CIO)

Date 5-27-2015

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