KATHERINE S. ATTRIDGE VICE PRESIDENT, LABOR RELATIONS



September 30, 2021

OFFICERS

SUBJECT: COVID-19 Memoranda of Understanding

We have mutually agreed with the American Postal Workers Union to extend the attached Memoranda of Understanding (MOUs) through December 31, 2021.

Richard L Acker (for) Katherine S. Attridge

Attachments

cc: Directors, Field Human Resources (Area) Directors, Field Labor Relations (Area) Directors and Managers, Labor Relations (Headquarters)

The following Memoranda of Understanding between the United States Postal Service and the American Postal Workers Union have been extended through December 31, 2021. The parties agree to meet and discuss these Memoranda of Understanding prior to December 31, 2021, to determine whether or not further extension is appropriate.

- Re: Temporary Additional Leave for PSEs. Newly hired PSEs hired after the signing of this agreement will be permitted to use up to 80 hours of paid leave for the reasons provided for in the original March 18, 2020, MOU—Temporary Paid Leave for PSEs MOU. It does not provide an additional 80 hours for existing PSEs. Those PSEs already hired prior to the signing of this extension who only used a portion, or none of the 80 hours leave from the original MOU, will be entitled to utilize the remainder of the 80 hours that was left over.
- Re: Temporary Expanded SL for Dependent Care During COVID-19
- Re: Teleworking for IT/AS Bargaining Unit Employees
- Re: Enterprise Customer Care Centers (CCCs) Telework
- Re: Mailing & Shipping Solutions Center (MSSC) Bargaining Unit Telework
- Re: Teleworking for HRSSC Bargaining Unit Employees
- Re: Customer Retention Sites Telework
- Re: Temporary Exception for Level 18 Postmasters Performing Bargaining Unit Work
- Re: Temporary Exception Period Clerk Craft Staffing F1 & F4 COVID-19 (dated 12/21/20)
- Re: Temporary Extension on Article 19 Notifications Timelines
- Re: IT Service Desk Additional Resources
- Re: Occupational Health Nurse Telework
- Re: COVID-19 Emergency Considerations for FY2020 MS-47, TL-5 Line H Liabilities
- Re: Temporary Motor Vehicle Craft Staffing COVID-19
- Re: Claims & Inquiry Clerks and Complaints & Inquiry Clerks Telework
- Re: Temporary Resources for COVID-19 Related Cleaning Requirements
- Re: Exception for MOU Re: Transfers COVID-19 Related Absences

Richard L Acker

for Katherine S. Attridge Vice President, Labor Relations United States Postal Service

Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: 09/30/2021

Date: 09-30-2021

KATHERINE S. ATTRIDGE VICE PRESIDENT, LABOR RELATIONS



September 30, 2021

### AREA VICE PRESIDENTS

SUBJECT: Liberal Changes of Schedules and Leave

The attached memorandum and its provisions are extended through December 31, 2021.

Richard L Acker

(for) Katherine S. Attridge

Attachment

cc: Headquarters Officers Directors, Field Human Resources (Area) Directors, Field Labor Relations (Area) Directors and Managers, Labor Relations (Headquarters) DOUG A. TULINO VICE PRESIDENT, LABOR RELATIONS



March 23, 2020

AREA VICE PRESIDENTS

SUBJECT: Liberal Changes of Schedule and Leave

We have signed a Memorandum of Understanding with our unions temporarily expanding the use of Sick Leave for Dependent Care to allow employees to use their sick leave for unexpected childcare needs as a result of the COVID-19 pandemic.

In addition to allowing Sick Leave for Dependent Care, for the next 60-day period, managers and supervisors should allow liberal changes of schedule in recognition of the disruption caused by the COVID-19 pandemic. To the extent operationally practicable, managers and supervisors should accommodate employees who submit PS Form 3189, *Request for Temporary Schedule Change for Personal Convenience* as a result of childcare issues caused by daycare closures, school (Pre-K through Grade 12) closures, or the unavailability of a child's primary caregiver as a result of the COVID-19 pandemic.

Managers and supervisors should also allow liberal sick leave usage for employees who are sick, and liberal annual and leave without pay (LWOP) usage to the extent operationally feasible during this time period. If an employee requests leave for reasons related to COVID-19, such leave should be treated as scheduled (as opposed to unscheduled) leave. Leave taken for COVID-19 related reasons between February 29, 2020, and May 17, 2020, may not be cited in discipline for failing to maintain an assigned schedule under ELM 511.43.

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cc: Officers Managers, Human Resources (Area) Managers, Labor Relations (Area) Managers, Labor Relations (Headquarters)

# Re: Suspension of Temporary Additional Paid Leave for PSEs

The parties recognize that under the American Rescue Plan Act, PSEs may be granted up to 600 hours of paid Emergency Federal Employee Leave (EFEL) for COVID-19 related reasons. Therefore, the MOU *Re: Temporary Additional Paid Leave for PSEs* will be suspended effective with the signing of this MOU.

If EFEL becomes unavailable to employees during the course of this MOU, the parties will discuss reinstating the MOU *Re: Temporary Additional Paid Leave for PSEs.* 

This MOU will expire on June 4, 2021. The parties agree to meet and discuss prior to June 4, 2021, to determine whether or not further extension is appropriate.

atherine Studge

Katherine S. Attridge Vice President, Labor Relations United States Postal Service

Date: March 19, 2021

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Mark Dimondstein President American Postal Workers Union, AFL-CIO

### Re: Temporary Expanded Sick Leave for Dependent Care During COVID-19

For the 60-day duration of this Memorandum of Understanding, in addition to the purposes outlined in the MOU Re: Sick Leave for Dependent Care, sick leave may be used by an employee for unexpected childcare needs as a result of the COVID-19 pandemic.

Specifically, employees may use sick leave for dependent care in the event they must care for a child as a result of daycare closures, school (Pre-K through Grade 12) closures, or the unavailability of a child's primary caregiver as a result of the COVID-19 pandemic.

This MOU does not change the 80-hour-limit for sick leave that may be used for dependent care in any leave year.

Approval of sick leave for dependent care will continue to be subject to normal procedures for leave approval.

The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This MOU will expire May 17, 2020.

Doug A. Tulino Vice President, Labor Relations United States Postal Service

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Mark Dimondstein President American Postal Workers Union, AFL-CIO

Due to safety concerns surrounding the Coronavirus (COVID-19), the parties agree that on a temporary basis, and based on operational need and availability of equipment as determined by the Postal Service, certain Information Technology and Accounting Services (IT/AS) bargaining unit employees may be allowed to telework in accordance with the provisions described below.

Telework is defined as being able to successfully and efficiently perform the assigned duties from an alternate location.

The operations being considered for telework are as follows:

- Information Technology (IT) Service Desk
- Computer Operations
- o Accounting Service Centers
- o IT Solutions Centers

If some employees within the above-mentioned operations will be required to report to the facility, the process for determining who will be allowed to telework will be agreed upon by the National parties.

The parties agree that the following work rules will apply when IT/AS bargaining unit employees are teleworking:

- In order to telework, an employee must have internet access at their telework site. Those
  employees who do not have internet access should continue to report to the facility as
  scheduled. Based on equipment availability and carrier signal strength, a cellular device
  may be provided to those individuals who do not have internet access and want to telework.
- Due to limited equipment availability, employees may need to use their personal or home computers to access the Virtual Desktop Infrastructure (VDI) until equipment can be made available.
- Equipment will be made available for employees to use at their telework site based upon availability. Equipment/hardware may include a laptop or other components.
- Employees will be expected to work their normal bid duty assignment from the alternate location, including breaks and lunch.
- Employees will be paid for all hours worked in accordance with the Fair Labor Standards Act (FLSA).
- Employees who work outside of, or in excess of, their normal bid duty assignment must have advance authorization from their supervisor or manager.

- Employee's work hours will be tracked through Postal Service systems and PS Form 1260, Non-Electronic Badge Reader Card.
- The contractual work hour guarantees and overtime as identified in Article 8 of the National Agreement will apply.
- While teleworking, employees are expected to minimize non-work disruptions, such as child/dependent care, personal phone calls, and visitors.
- The Postal Service is not responsible for any increase in an employee's personal utility costs that may result from the employee using his or her personally owned property as an alternate worksite, including maintenance, insurance, or utilities (e.g., heating, electricity, or water).
- Upon expiration of this MOU, employees will return all postal equipment used offsite and the Postal Service will have the ability to revoke all access that was granted to enable teleworking.

This MOU will expire May 11, 2020. The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

Doug A. Tulino Vice President, Labor Relations United States Postal Service

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Mark Dimondstein President American Postal Workers Union, AFL-CIO

### Re: Enterprise Customer Care Centers (CCCs) Telework

Due to safety concerns surrounding the Coronavirus (COVID-19), the parties agree that on a temporary basis, and based on operational need as determined by the Postal Service, American Postal Workers Union (APWU) bargaining unit employees are allowed to telework in accordance with the provisions described below.

Telework is defined as being able to successfully and efficiently perform the assigned duties from an alternate location.

The parties agree that the following work rules will apply to APWU bargaining unit employees at the four (4) Customer Care Centers:

- The Postal Service will provide the necessary equipment/hardware for employees to perform the duties. Equipment/hardware may include, laptop, Virtual Private Network (VPN) token, and access to Postal Service systems.
- Internet access is required for authorization to telework. Those employees who do not have internet access should continue to report to the facility as scheduled. Based on equipment availability, a MiFi device may be provided to those individuals who do not have internet access and want to telework.
- Employees will be expected to work their normal bid duty assignment from the alternate location, including breaks and lunch.
- Employees will be paid for all hours worked in accordance with the Fair Labor Standards Act (FLSA).
- Employees who work outside of, or in excess of, their normal bid duty assignment must have advance authorization from their supervisor or manager.
- Employee's work hours will be tracked through Postal Service systems and PS Form 1260, Non-Electronic Badge Reader Card.
- The contractual work hour guarantees and overtime as identified in Article 8 of the National Agreement will apply.
- While teleworking, employees are expected to minimize non-work disruptions, such as child/dependent care, personal phone calls, and visitors.
- The Postal Service is not responsible for any increase in an employee's personal utility costs that may result from the employee using his or her personally owned property as an

alternate worksite, including maintenance, insurance, or utilities (e.g., heating, electricity, or water).

• This MOU will expire May 11, 2020. The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

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Doug A. Tulino Vice President, Labor Relations United States Postal Service

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Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: 3/19/20

Date: \_3/19/2020\_\_\_\_\_

### Re: Mailing & Shipping Solutions Center (MSSC) Bargaining Unit Telework

Due to safety concerns surrounding the Coronavirus (COVID-19), the parties agree that on a temporary basis, and based on operational need as determined by the Postal Service, American Postal Workers Union (APWU) bargaining unit employees are allowed to telework in accordance with the provisions described below.

Telework is defined as being able to successfully and efficiently perform the assigned duties from an alternate location.

The parties agree that the following work rules will apply to Mailing Requirements Clerks (MRCs) assigned to the MSSC:

- The Postal Service will provide the necessary equipment/hardware for employees to perform the duties. Equipment/hardware may include, laptop, Virtual Private Network (VPN) token, and access to Postal Service systems.
- Internet access is required for authorization to telework. Those employees who do not have
  internet access should continue to report to the facility as scheduled. Based on equipment
  available, a MiFi device may be provided to those individuals who do not have internet
  access and want to telework.
- Employees will be expected to work their normal bid duty assignment from the alternate location, including breaks and lunch.
- Employees will be paid for all hours worked in accordance with the Fair Labor Standards Act (FLSA).
- Employees who work outside of, or in excess of, their normal bid duty assignment must have advance authorization from their supervisor or manager.
- Employee's work hours will be tracked through Postal Service systems and PS Form 1260, Non-Electronic Badge Reader Card.
- The contractual work hour guarantees and overtime as identified in Article 8 of the National Agreement will apply.
- While teleworking, employees are expected to minimize non-work disruptions, such as child/dependent care, personal phone calls, and visitors.
- If some MRCs will be required to report to their domiciled facility, the decision on who will be authorized to telework will be based on the availability of equipment and health concerns in the geographic location where the employee is domiciled.

- The Postal Service is not responsible for any increase in an employee's personal utility costs that may result from the employee using his or her personally owned property as an alternate worksite, including maintenance, insurance, or utilities (e.g., heating, electricity, or water).
- This MOU will expire May 11, 2020. The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

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Doug A. Tulino Vice President, Labor Relations United States Postal Service

Date: 3/19/20

Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: \_3/19/2020\_\_\_\_\_

Due to safety concerns surrounding the Coronavirus (COVID-19), the parties agree that on a temporary basis, and based on operational need and availability of equipment as determined by the Postal Service, certain Human Resources Shared Services Center (HRSSC) bargaining unit employees may be allowed to telework in accordance with the provisions described below.

Telework is defined as being able to successfully and efficiently perform the assigned duties from an alternate location.

The operations being considered for telework are as follows:

- FMLA
- PHONES
- BENEFITS
- RETIREMENTS/DISABILITY COUNSELINGS
- OPTIONAL RETIREMENTS ADMIN
- RTR
- LWOP
- FORM-50 TEAM
- EXTERNAL HIRING
- EAS/PCES/IS
- JBM
- RURALS
- OM/IAF
- CBB/NBB
- CAREER SEPERATIONS
- SURVIVOR BENEFITS

If some employees within the above-mentioned operations will be required to report to the facility, the process for determining who will be allowed to telework will be agreed upon by the National parties.

The parties agree that the following work rules will apply when HRSSC bargaining unit employees are teleworking:

- In order to telework, an employee must have internet access at their telework site. Those
  employees who do not have internet access should continue to report to the facility as
  scheduled. Based on equipment availability and carrier signal strength, a cellular device
  may be provided to those individuals who do not have internet access and want to telework.
- Due to limited equipment availability, employees may need to use their personal or home computers to access the Virtual Desktop Infrastructure (VDI) until equipment can be made available.

- Equipment will be made available for employees to use at their telework site based upon availability. Equipment/hardware may include a laptop or other components.
- Employees will be expected to work their normal bid duty assignment from the alternate location, including breaks and lunch.
- Employees will be paid for all hours worked in accordance with the Fair Labor Standards Act (FLSA).
- Employees who work outside of, or in excess of, their normal bid duty assignment must have advance authorization from their supervisor or manager.
- The contractual work hour guarantees and overtime as identified in Article 8 of the National Agreement will apply.
- While teleworking, employees are expected to minimize non-work disruptions, such as child/dependent care, personal phone calls, and visitors.
- The Postal Service is not responsible for any increase in an employee's personal utility costs that may result from the employee using his or her personally owned property as an alternate worksite, including maintenance, insurance, or utilities (e.g., heating, electricity, or water).
- Upon expiration of this MOU, employees will return all postal equipment used offsite and the Postal Service will have the ability to revoke all access that was granted to enable teleworking.

This MOU will expire May 11, 2020. The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

Doug A. Julino

Vice President, Labor Relations United States Postal Service

Mark Dimondstein President American Postal Workers Union, AFL-CIO

# **Re: Customer Retention Sites Telework**

Due to safety concerns surrounding the Coronavirus (COVID-19), the parties agree that on a temporary basis, and based on operational need as determined by the Postal Service, American Postal Workers Union (APWU) bargaining unit employees are allowed to telework in accordance with the provisions described below.

Telework is defined as being able to successfully and efficiently perform the assigned duties from an alternate location.

The parties agree that the following work rules will apply to APWU bargaining unit employees at the twelve (12) Customer Retention sites:

- The Postal Service will provide the necessary equipment/hardware for employees to perform the duties. Equipment/hardware may include, laptop, Virtual Private Network (VPN) token, headsets, and access to Postal Service systems.
- Internet access is required for authorization to telework. Those employees who do not have
  internet access should continue to report to the facility as scheduled. Based on equipment
  availability, a cellular device may be provided to those individuals who do not have internet
  access and want to telework.
- Employees will be expected to work their normal bid duty assignment from the alternate location, including breaks and lunch.
- Employees will be paid for all hours worked in accordance with the Fair Labor Standards Act (FLSA).
- Employees who work outside of, or in excess of, their normal bid duty assignment must have advance authorization from their supervisor or manager.
- Employee work hours will be tracked through an electronic 1260. The supervisor will check 1260 against work status in Genesys via Pulse. An Excel application is being built which will allow the employees who are teleworking to make the four (4) essential timeclock rings each work day to ensure they are properly paid. The application will be installed on each USPS computer used remotely by CRT bargaining unit employees.
- Employees will be required to log their proper status in Genesys (Ready, Not Ready, Break, Lunch, etc.)
- Employees must provide a phone number where they can be reached during their workhours so the supervisor can call them if needed.

- The contractual work hour guarantees and overtime as identified in Article 8 of the National Agreement will apply.
- While teleworking, employees are expected to minimize non-work disruptions, such as child/dependent care, personal phone calls, and visitors.
- The Postal Service is not responsible for any increase in an employee's personal utility costs that may result from the employee using his or her personally owned property as an alternate worksite, including maintenance, insurance, or utilities (e.g., heating, electricity, or water).
- This MOU will expire May 11, 2020. The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

Doug Á. Tulino

Vice President, Labor Relations United States Postal Service

Date: 3/24/20

Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: 3/1

## Re: Temporary Exception for Level 18 Postmasters Performing Bargaining Unit Work

For the 60-day duration of this Memorandum of Understanding (MOU), the parties agree to the following pecking order for assistance in Level 18 offices when staffing is impacted as a result of absenteeism related to the COVID-19 pandemic:

- 1. Available APWU bargaining unit employees, starting with career clerks and including current Postal Support Employees (PSEs), within the installation will be utilized up to the maximum hours allowed.
- 2. Available part-time flexible (PTF) and current PSE employees in offices outside the installation will be utilized in accordance with the "PTF Hub Agreement", *Questions and Answers: Part-Time Flexible Clerks Working in Other Installations* and *MOU Re: Assignment of PTF Hub Clerks.*
- If items 1 through 2 above do not provide sufficient coverage, Postmasters/Supervisors in Level 18 offices will be permitted to perform bargaining unit work in excess of fifteen (15) hours per service week.
- 4. Postmasters/Supervisors will continue to document the bargaining unit work performed in the Web1260 application.

The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This MOU will expire May 22, 2020.

Doug A. Tulino Vice President, Labor Relations United States Postal Service

Date: 3/24/20

Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: 3/24/2020

## Re: Temporary Exception Period – Clerk Craft Function 1 & Function 4 - COVID-19

In order to accommodate those Function 1 (F1) and Function 4 (F4) installations that are experiencing high absenteeism because of the COVID-19 pandemic and the liberal leave policy, the parties agree to an exception period for F1 and F4 Level 20 and above installations as provided for below. These provisions are applicable beginning January 1, 2021 for Postal Support Employees (PSEs) hired for COVID-19 related reasons and will continue until March 26, 2021.

- 1. Available APWU bargaining unit employees, starting with career employees, and including current Postal Support Employees (PSEs), within the installation will be utilized up to the maximum hours allowed.
- 2. For the duration of this MOU, the parties agree to an exception period for the hiring of Postal Support Employees (PSEs) in Function 1 mail processing in excess of the 20% District PSE cap.
- 3. For the duration of this MOU, the parties agree to an exception period for the hiring of extra Postal Support Employees (PSEs) in Function 4 retail/customer services. It is understood that these employees will not count towards the 20% District PSE cap.
- 4. Any PSEs hired in accordance with items 2 and 3 above will only be used to cover absences due to COVID-19 and leave granted under the liberal leave policy. PSEs not hired for these reasons will count towards the 20% District PSE cap. This agreement does not alter, amend, or invalidate any violations of the District PSE Cap not hired for items 2 and 3 above.
- 5. In addition, the parties agree that the Postal Service can continue the hiring of annuitants as mail processing assistants and clerk assistants. The parties also agree that the Postal Service will continue the temporary reemployment of annuitants that are currently employed as of January 1, 2021, as mail processing assistants and clerk assistants.
- 6. The parties agree that annuitant mail processing assistants and annuitant clerk assistants reemployed pursuant to item 5 above, will be paid at the current hourly rate for grade 6 PSEs. Also, the reemployment of annuitants will be consistent with the statutory requirements under the National Defense Authorization Act.
- 7. The Postal Service will provide the APWU at the national level with reports every pay period on the number of temporary annuitant mail processing assistants, annuitant clerk assistants, and PSEs hired in accordance with this MOU for each installation and the absenteeism rate for those installations.

The following provisions will be applied to those mail processing assistants and clerk assistants (non-annuitants) who are on the rolls as of December 31, 2020:

- 1. Mail processing assistants and clerk assistants (non-annuitants) will have their classifications changed to the appropriate Postal Support Employee designation/activity code.
- 2. The subject classification changes will occur following a 6-day break in service.
- 3. The 6-day breaks in service can be staggered as necessary, and will be completed no later than January 29, 2021. The breaks in service will occur in the order the assistants were initially hired in the installation.
- 4. The effective date of the PSE appointment will be on a Saturday, the start of a pay period. The PSE may start working any day of that pay period, as determined by the Postal Service.

- 5. The classification changes to PSE will only apply to those mail processing assistants and clerk assistants (non-annuitants) in installations that are experiencing high rates of absenteeism because of COVID-19 and the liberal leave policy.
- 6. Any mail processing assistants and clerk assistants (non-annuitants) not justified, consistent with item 5 above, will be separated effective January 1, 2021.

The parties will revisit this issue immediately prior to this MOU's expiration to determine if an extension is appropriate. This MOU will expire March 26, 2021. This MOU replaces the MOU, *Re: Temporary Exception Period – Clerk Craft Staffing Function 1 & Function 4 – COVID-19*, which was originally signed March 27, 2020 and expires as of December 31, 2020.

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Doug A. Tulino Chief Human Resources Officer and Executive Vice President United States Postal Service

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Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: 12-21-2020

# **Re: Temporary Extension on Article 19 Notifications Timelines**

The parties agree to a temporary extension of Article 19 timelines outlined in the Collective Bargaining Agreement between the United States Postal Service and the American Postal Workers Union, AFL-CIO.

Effective with the signing of this agreement, through May 30, 2020, timelines will be extended by thirty (30) days.

The parties will revisit this issue immediately prior to this MOU's expiration to determine if an extension is appropriate.

This MOU will expire on May 30, 2020.

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Doug A. Tulino Vice President, Labor Relations United States Postal Service

Date: \_<sup>3/31/2020</sup>

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Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: \_\_\_\_3/31/2020\_\_\_\_\_

Due to unexpected large call volumes during the Coronavirus (COVID-19) pandemic, the parties agree to the following with respect to the IT Service Desk during the temporary period covered by this MOU:

- In the event call volume is such that wait time reaches 15 minutes, the IT Service Desk may be supplemented by contractors who will be permitted to respond to service calls.
- On each tour that contractors respond to IT Service Desk calls, Management agrees to utilize all overtime desired lists for the IT Service Desk for that tour to the maximum extent. All employees on the overtime desired lists for the particular tour on which a contractor is used (including the applicable Off Day overtime desired list) shall be offered opportunities for overtime.
- Bargaining unit employees on the IT Service Desk may be asked to respond to inquiries via documented e-mails.
- This MOU is not precedent setting and shall not be cited in any forum other than to enforce its terms.
- Upon expiration of this MOU, all contractor supplementation of the IT Service Desk will cease and all work will be returned to the bargaining unit.

This MOU will expire May 11, 2020. The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

4/1/2020

Doug A. Tulino Vice President, Labor Relations United States Postal Service

l t. 4/1/2020

Mark Dimondstein President American Postal Workers Union, AFL-CIO

## MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL POSTAL PROFESSIONAL NURSES/ AMERICAN POSTAL WORKERS UNION, AFL-CIO

## **Re: Occupational Health Nurse Telework**

OHNs will generally be expected to work onsite except in extenuating circumstances during the COVID-19 pandemic. However, due to safety concerns surrounding Coronavirus (COVID-19), the parties agree that on a temporary basis, and based on equipment availability and operational need as determined by the Postal Service, National Postal Professional Nurses (NPPN) bargaining unit employees may be asked to telework in accordance with the provisions described below.

Telework is defined as being able to successfully and efficiently perform the assigned duties from an alternate location.

The parties agree that the following work rules will apply to NPPN bargaining unit employees:

- If OHNs are asked to telework, the Postal Service will provide the necessary equipment/ hardware for employees to perform their duties. Equipment/ hardware may include laptop, Virtual Private Network (VPN) token, a telephone, and access to Postal Service systems.
- Internet access is required for authorization to telework. Those employees who do not have internet access should continue to report to the facility as scheduled. Based on equipment availability and carrier signal strength, a cellular device (for example, a MiFi device) may be provided to those individuals who do not have internet access and want to telework.
- Employees will be expected to work their normal bid duty assignment from the alternate location, including breaks and lunch.
- Employees will be paid for all hours worked in accordance with the Fair Labor Standards Act (FLSA).
- Employees who work outside of, or in excess of, their normal bid duty assignment must have advance authorization from their supervisor or manager.
- Employees' work hours will be tracked through Postal Service systems and PS Form 1260, Non-Electronic Badge Reader Card.
- The contractual work hour guarantees and overtime as identified in Article 8 of the National Agreement will apply.
- While teleworking, employees are expected to minimize non-work disruptions, such as child/dependent care, personal phone calls, and visitors.
- The Postal Service is not responsible for any increase in an employee's personal utility costs that may result from the employee using his or her personally owned property as

an alternate worksite, including maintenance, insurance, or utilities (e.g., heating, electricity, or water).

• Upon expiration of this MOU, employees will return all postal equipment used offsite and the Postal Service will have the ability to revoke all access that was granted to enable teleworking.

This MOU will expire May 11, 2020. The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

ule 4/1/2020

Doug A. Tulino Vice President, Labor Relations United States Postal Service

4/1/2020

Mark Dimondstein President American Postal Workers Union, AFL-CIO

## Re: COVID-19 Emergency Considerations for Fiscal Year 2020 MS-47, TL-5 Line H Liabilities

Due to the COVID-19 pandemic, the parties agree the following conditions will be applied when determining any MS-47, TL-5 Line H liabilities for Fiscal Year 2020 (FY20):

- Custodians should be utilized to the maximum extent possible, including overtime, in order to ensure all necessary cleaning is completed.
- Due to custodians needing to complete regular custodial team cleaning (CTC) routes and the cleaning requirements as stated in MMO-031-20, *Influenza and Coronavirus Cleaning Contingency*, each day a custodial employee worked his/her duty assignment between March 3, 2020, and May 17, 2020, will be given full Line H credit for the hours worked.
- While a facility, or portion of a facility, is closed due to non-usage in response to the COVID-19 pandemic and a custodial route is subsequently suspended, the workhours associated with the suspended route will be deducted from the Line H liability.
  - Any custodial routes that are suspended in relation to the COVID-19 pandemic will be suspended through the Custodial Workloading (CW) Software and will be unsuspended once the facility, or portion of a facility, is operational, but no later than the expiration of this agreement.
- In FY20, once a custodial employee exceeds sixty (60) hours of sick leave, any COVID-19 related absences between February 29, 2020, and May 17, 2020, will reduce the Line H liabilities for that facility by seven (7) hours for each day the employee was unavailable.

The above identified emergency considerations will expire on May 17, 2020. The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This agreement does not establish precedent in any future negotiations regarding Line H liabilities.

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Doug A. Tulino Vice President, Labor Relations United States Postal Service

4/6/2020

Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: April 6, 2020

## Re: Temporary Motor Vehicle Craft Staffing – COVID-19

In order to accommodate those Postal Vehicle Service (PVS) installations and Vehicle Maintenance Facilities (VMF) that are experiencing high absenteeism because of the COVID-19 pandemic, the parties agree to the following:

- Available APWU bargaining unit employees, starting with Full-Time Regular MVS employees, Part-Time Flexible MVS employees and including current New Work Postal Support Employees (PSEs), within the installation will be utilized up to the maximum hours allowed.
- The parties agree the Postal Service may utilize temporary emergency Highway Contract Route drivers for the term of this MOU where staffing is not sufficient to provide service.
- Any increase in VMF subcontracting of assignments/work orders in order to maintain the fleet will not impact staffing at the VMF or reduce work hours of employees available for work at the VMF. Available VMF employees will be scheduled in accordance with item 1 above.
- 4. This temporary agreement does not modify or alter in anyway the provisions of the current Collective Bargaining Agreement between the Postal Service and the American Postal Workers Union (APWU), including the MOU Re: Highway Contract Route (HCR) Limitation.
- 5. Any modifications to this agreement must be between the parties at the USPS Headquarters, and APWU National offices.

These provisions are applicable with the signing of this MOU and will continue until May 25, 2020.

The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This MOU will expire May 25, 2020.

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Doug A. Tulino Vice President, Labor Relations United States Postal Service

Date: <u>4-9-2020</u>

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Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: <u>4-9-2020</u>

## Re: Claims & Inquiry Clerks and Complaints & Inquiry Clerks Telework

Due to safety concerns surrounding the Coronavirus (COVID-19), the parties agree that on a temporary basis, and based on operational need as determined by the Postal Service, American Postal Workers Union (APWU) bargaining unit employees are allowed to telework in accordance with the provisions described below.

Telework is defined as being able to successfully and efficiently perform the assigned duties from an alternate location.

The parties agree that the following work rules will apply to Claims & Inquiry Clerks and Complaints & Inquiry Clerks:

- The Postal Service will provide the necessary equipment/hardware for employees to perform the duties. Equipment/hardware may include, laptop, Virtual Private Network (VPN) token, a telephone, and access to Postal Service systems.
- Internet access is required for authorization to telework. Those employees who do not have internet access should continue to report to the facility as scheduled. Based on equipment availability and carrier signal strength, a cellular device may be provided to those individuals who do not have internet access and want to telework.
- Employees will be expected to work their normal bid duty assignment from the alternate location, including breaks and lunch.
- Employees will be paid for all hours worked in accordance with the Fair Labor Standards Act (FLSA).
- Employees who work outside of, or in excess of, their normal bid duty assignment must have advance authorization from their supervisor or manager.
- Employee's work hours will be tracked through Postal Service systems and PS Form 1260, Non-Electronic Badge Reader Card.
- The contractual work hour guarantees and overtime as identified in Article 8 of the National Agreement will apply.
- While teleworking, employees are expected to minimize non-work disruptions, such as child/dependent care, personal phone calls, and visitors.

- Each facility with Claims & Inquiry Clerks or Complaints & Inquiry Clerks will still require one employee to report to the facility daily. A volunteer will be solicited first. If there is not a volunteer, the junior qualified and available employee will be mandated to report to the facility.
- The Postal Service is not responsible for any increase in an employee's personal utility costs that may result from the employee using his or her personally owned property as an alternate worksite, including maintenance, insurance, or utilities (e.g., heating, electricity, or water).
- This MOU will expire May 11, 2020. The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

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Doug A. Tulino Vice President, Labor Relations United States Postal Service

Date: April 10, 2020

Mark Dimondstein President American Postal Workers Union, AFL-CIO

#### Re: Temporary Resources for COVID-19 Related Cleaning Requirements

In order to accommodate those installations staffed by Maintenance Craft Custodians where supplemental cleaning resources are needed due to COVID-19 related absenteeism, or where postal custodians decline to do COVID-19 related required cleaning, the parties agree to the following provisions:

- 1. Available postal career custodians, either Full-Time Regular, or Part-Time Regular, within the facility shall be utilized up to the maximum hours allowed by Article 8. Postal custodians may volunteer to be utilized outside the facility after completing their regularly assigned duties.
- Due to COVID-19 related absences, the Postal Service may utilize temporary contract cleaning services where postal custodial staffing within the facility is not sufficient to provide the necessary cleaning as required by MMO-031-20, Influenza and Coronavirus Cleaning Contingency, and/or MS-47, Housekeeping Postal Facilities, up to the identified frequencies.
- 3. When there is a confirmed positive COVID-19 case, and the postal custodians assigned to that facility decline to do the necessary cleaning out of personal concern, the Postal Service may utilize contract cleaners to ensure that the facility has been properly cleaned in accordance with the Center for Disease Control (CDC) guidelines and related Maintenance Management Orders (MMOs). Following such cleaning, postal custodians will be utilized in the facility for normal cleaning (MMO-031-20 and MS-47).
- 4. This temporary contract cleaning will not impact postal custodial staffing or reduce work hours of Maintenance Craft custodial employees that are available for work at the facility. Available postal custodians will be scheduled in accordance with item 1 above. Postal custodians who decline to do the positive COVID-19 cleaning as stated in item 3 above, will not be considered available for the duration of such cleaning.
- 5. Where temporary contract cleaning services are used, the following will be provided to the local APWU president: copy of the contract (including the statement of work), duration of the services, name(s) of the contract custodians, and weekly schedule (subject to change based on local need).
- 6. This temporary agreement does not modify or alter in anyway the provisions of the current Collective Bargaining Agreement between the Postal Service and the American Postal Workers Union (APWU), including the MOU Re: Subcontracting Cleaning Services.
- 7. Any modifications to this agreement must be between the parties at the USPS Headquarters, and APWU National offices.

These provisions are applicable beginning March 3, 2020. This MOU will expire May 17, 2020. The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This agreement does not establish precedent in any future negotiations regarding contract cleaning.

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Doug A. Tulino Vice President, Labor Relations United States Postal Service

Date: April 22, 2020

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Mark Dimondstein President American Postal Workers Union, AFL-CIO

# Re: Exception for MOU Re: Transfers – COVID-19 Related Absences

The MOU *Re: Transfers*, Section D, states in part, "Managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment."

Due to the COVID-19 pandemic, the parties agree that beginning February 29, 2020 COVID-19 related absences will not be considered when reviewing the attendance record of employees requesting reassignment under the subject MOU.

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Doug A. Tulino Vice President, Labor Relations United States Postal Service

Date: 4/22/2020

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Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: \_4/22/20\_\_\_\_\_