

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

Re: Telework Program for Customer Care Center (CCC) and Customer Retention Team (CRT) Clerk Craft Employees Pilot

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions of a Telework Program for Clerk Craft employees assigned to the Enterprise Customer Care Centers (ECCCs) and Customer Retention Teams (CRTs).

Telework is defined as being able to perform assigned duties successfully and efficiently from an approved location other than their official duty station ("alternate worksite"). The parties agree that Clerk Craft bargaining unit employees assigned to the ECCCs and CRTs will be allowed to telework during scheduled workdays and hours in accordance with the provisions outlined below. The alternate worksite must be within commuting distance to the employee's official duty station.

Participation in the Telework Program is voluntary for all eligible employees meeting the participation criteria stated below. A request to participate in the Program must be submitted to the employee's supervisor or manager for review. Telework Program Agreements will be approved for the term of this MOU.

Participating in the Telework Program will be made available to employees who:

- Have completed all required training (e.g. New Agent Training and 'Cybersafe Teleworking Working Remotely-HERO Course Number 2022ISEC6101SS01') for the employee's duty assignment. Normally, the required training will be completed no later than eight (8) weeks from when an employee reports to the duty station;
- Have adequate internet access to consistently meet the operational need regarding customer calls and access to Postal Service systems (broadband is recommended);
- Assume responsibility for any increase in his/her personal utility costs that may result from the employee using his/her own personally owned property as an alternate worksite, including maintenance, insurance, internet access, or utilities (e.g., heating, electricity, water); and
- Have fully executed the *Enterprise Customer Care Center/Customer Retention Teams Telework Agreement* and *Enterprise Customer Care Centers/Customer Retention Teams Telework Safety Requirements and Certification for the Alternate Worksite* documents.

The following work rules will apply for the Telework Program:

- Participants will be expected to work their normal duty assignment from the alternate worksite and any deviations from the employee's normal duty assignment must be approved in advance by the employee's supervisor or manager;
- Participants are required to keep their alternate worksite address (which is their Postal Service address of record) updated and to remain within commuting distance throughout the entirety of this MOU;
- The Postal Service will provide the necessary equipment/hardware for employees to perform the duties. Equipment/hardware may include a laptop, Virtual Private Network (VPN) token, and access to Postal Service Systems;
- Participants will be provided a USPS laptop for use at the alternate worksite, which remains the property of the Postal Service. Employees are required to follow all Postal Service policies, including but not limited to, Information Technology (IT) bulletins and CyberSafe instructions and regulations, governing the use of the USPS-provided laptop;
- Participants must protect and secure Postal Service-owned equipment and information in accordance with applicable Postal Service policies, including but not limited to, Handbook AS-805, *Information Security*, Handbook AS-805-C, *Information Security for General Users*, and Handbook AS-353, *Guide to Privacy, the Freedom of Information Act, and Records Management*;
- Postal Service equipment, including but not limited to the USPS-provided laptop, must be serviced and maintained only by the Postal Service, and participants may be required to report to their official duty station for this purpose, including reactivation to Postal systems after extended leave or quarantines of unpatched devices;
- Participants will be required to make themselves available via telephone, electronic mail, and chat, using technologies (such as Zoom and Microsoft Teams) as designated by Management, and virtual meetings with or without video at Management's discretion (virtual backgrounds or the background blur can be used);
- If the participant has technological or other issues that prevent the completion of assigned duties, the participant must alert his or her supervisor or manager immediately and may be required to report to his/her official duty station until the issue is resolved;
- At the discretion of Management, a participant may be temporarily scheduled to report to their official duty station to attend in-person meetings with ECCC or CRT EAS personnel for sessions related to, but not limited to, training, mentoring, and coaching sessions. Notice to report to the duty station will be provided to the employee and the local union by Wednesday of the preceding service week;
- While teleworking, participants are not permitted to have any nonwork-related responsibilities (e.g., child and dependent care, domestic duties, controllable distractions) during work hours;
- An employee may request to report to his/her official duty station temporarily upon providing a notice to his/her supervisor/manager in writing, with a courtesy copy to the local union;
- Upon ending participation in the Telework Program, including separation/removal from the USPS, whether voluntarily or involuntarily, the employee will be required to return the USPS laptop and all other USPS property whether equipment or information, in working order, or face disciplinary action, civil and/or criminal penalties, and/or responsibility for reimbursement to the Postal Service for any costs associated with the replacement or repair of unreturned, lost, stolen, or mistreated/abused equipment or information, consistent with Article 28.3 of the Collective Bargaining Agreement.

- If an employee who is teleworking requests to meet with a union steward in accordance with Article 17, the meeting may be conducted virtually. If documents that contain sensitive/confidential information needs to be exchanged between a union steward and an employee, the union may determine if an in-person meeting is necessary. When deemed necessary, the meeting should be scheduled in advance and the entire workday will be completed at the official duty station.
- Other than as stated in this agreement, this agreement is not intended to alter or amend the USPS/APWU National Agreement or its application to the participants in the Telework Program.

Management may revoke the Telework Agreement for any individual participant with a minimum of two (2) weeks' notice. If such decision is made, the Union and employee will be notified of the reason for the action. The revocation of participation in the Telework Program cannot be done as an alternative for disciplinary action. If revocation is being considered management will defer the decision to the parties at the national level and will provide a response within two weeks. The employee and/or Union may challenge the reason for revocation through the Alternative Dispute Resolution Process (ADRP). The employee and/or Union may challenge the reasons for denial of voluntary participation in the Telework Program, as a result of the supervisor or manager review process, through the ADRP. Employees will be able to reapply for the Telework Program in no less than thirty (30) days after revocation. Additionally, employees participating in the Telework Program who decide they no longer want to participate can notify their supervisor or manager in writing and return to their official duty station.

The parties agree that the above provisions will continue for the remainder of the 2021-2024 USPS/APWU National Agreement, unless agreed to extend. Further, the parties agree to continue discussions on a permanent Telework Program and any issues concerning this pilot as it evolves.

Either party may end this MOU with a ninety (90) day written notice. If this MOU is ended, the parties will develop a transition plan for employees to return to the official duty station.

The Postal Service confirms its commitment to using APWU-represented bargaining unit employees to perform bargaining unit work at the ECCCs and CRTs for the term of the 2021-2024 USPS/APWU National Agreement. Additionally, for the duration of this MOU, the Postal Service commits to maintaining adequate workspace at the applicable official duty stations for all Customer Care Agents or Customer Retention Agents assigned to the duty station to return.

This MOU will not be cited in any future arbitration except to enforce its terms.



Shannon R. Richardson
 Director, Labor Relations (APWU)
 United States Postal Service



Lamont Brooks
 Director, Clerk Craft Division
 American Postal Workers Union, AFL-CIO

Date: July 27, 2023

Enterprise Customer Care Center/Customer Retention Teams Telework Agreement

The following constitutes an Agreement between the U.S. Postal Service and _____ (hereafter "participant") concerning the Enterprise Customer Care Center (ECCC) or Customer Retention Teams (CRT) telework agreement.

A. General

1. The participant has read the Memorandum of Understanding (MOU) Re: *Telework Program for Customer Care Center (CCC) and Customer Retention Team (CRT) Clerk Craft Employees* and requests to take part in the Telework Program voluntarily. The participant agrees to the terms and conditions contained in this Agreement and in the subject MOU.
2. The participant is an ECCC or CRT Clerk Craft employee and:
 - a. Has completed all required training for the participant's duty assignment;
 - b. Has adequate internet access to consistently meet the operational need regarding customer calls and access to Postal Service systems; and
 - c. Assumes responsibility for any increase in his/her personal utility costs that may result from the employee using his/her own personally owned property as an alternate worksite, including maintenance, insurance, internet access, or utilities (e.g., heating, electricity, water).

B. Worksites

1. The participant's official duty station **address** is:

2. The participant's alternate worksite **address** (Postal Service address of record) and telephone number, at which he/she is authorized to work under the terms of this Agreement is:

C. Time and Attendance

1. The participant will work his/her normal duty assignment and deviations will be approved in advance by the participant's supervisor or manager.
2. The participant's time and attendance will be recorded utilizing the Workforce Management Tool and/or other USPS official timekeeping applications, consistent with the 2021-2024 Collective Bargaining Agreement.
3. Participant's supervisor or manager will confirm the weekly work hours and gain signature from participant, if needed.
4. The Telework Program will not alter the participant's entitlement to accrue and/or use leave, and all leave will be taken in accordance with established Postal Service procedures.

System Outages and Continuity of Operations Plan (COOP)

1. In the event of a power outage, internet interruption, or any other issues which

prevents the participant from performing his/her duties at the alternate worksite, the participant must notify his/her supervisor or manager immediately and may be required to report to his/her official duty station with a 30-minute prep time and to account for current commuting conditions (utilizing Google Maps) for the remainder of the workday or until the issue is resolved. Emergency situations, including Act of God, will be handled in accordance with the applicable Local Memorandum of Understanding and the 2021-2024 Collective Bargaining Agreement. Any employee/union disputes will be handled through ADRP. These situations will be handled on a case-by-case basis in accordance with the applicable LMOU, and not intended to change any existing LMOU language.

2. In accordance with the Postal Service Continuity of Operations Plan (COOP), if the ECCC (or the participant's official duty station) is closed or otherwise inaccessible for any reason (COOP event), the participant is expected and permitted to work from his/her remote worksite during the COOP event. If the participant chooses not to work from his/her alternate worksite during a COOP event, the participant must request annual leave or Leave Without Pay (LWOP) and will not be eligible for administrative leave if later approved. If the participant is unable to work remotely due to factors beyond the participant's control (e.g., unavailability of the USPS network, power outages), the participant will be subject to the same policies and decisions regarding leave status as employees who do not have a Telework Program Agreement.
3. If severe weather is predicted on a participant's regularly scheduled workday, the participant is expected to work from the participant's approved alternate worksite. If the participant is unable to work from his/her alternate worksite for any reason, the participant may request scheduled annual leave, and if denied must use unscheduled annual leave, LWOP, or report to his/her official duty station. These situations will be handled on a case-by-case basis in accordance with the applicable LMOU.

D. Work Assignment and Evaluation

1. The participant will follow established office procedures for receiving and completing assigned work.
2. The participant and his/her manager will use appropriate means to track the progress of assignments, including telephonic discussions, electronic mail, instant messaging, chat, and face-to-face conversations.
3. As deemed necessary by the participant's supervisor or manager, the employee will make himself/herself available via telephone, electronic mail, and chat, using technologies (such as Zoom and Microsoft Teams) as designated by Management, and virtual meetings may be held between Management and the participant with or without video at Management's discretion (virtual backgrounds or the background blur can be used).
4. The participant may be temporarily scheduled to report to his/her official duty station to attend in-person meetings with ECCC or CRT EAS personnel for sessions related to, but not limited to, training, mentoring, and coaching sessions.
5. The participant is not permitted to have any non-work-related responsibilities at the remote worksite during work hours.

E. Equipment

1. Participant is provided a Postal Service issued laptop, which must be used when working from his/her alternative worksite.
2. Internet access is required (broadband is recommended).

3. Employees must connect to the Postal Service network using the Postal Service Web\VPN.
4. The participant must protect Postal Service-owned equipment and information resources in accordance with this document and applicable Postal Service policies. Postal Service-owned equipment must be serviced and maintained only by the Postal Service.
5. Upon ending participation in the Telework Program, the participant will return the USPS laptop and all other USPS property in working order. Failure to do so, may result in disciplinary action, civil and/or criminal penalties, and or responsibility for reimbursement to the Postal Service for any costs associated with the replacement or repair of unreturned, lost, stolen, or mistreated/abused equipment or information, consistent with the collective bargaining agreement and applicable regulations.

F. Safety

1. The participant must bring to the immediate attention of his/her supervisor or manager any work-related accident or injury involving the participant. The supervisor or manager must investigate all reports immediately following notification and adhere to the provisions of Article 14 and 17 of the Collective Bargaining Agreement.
2. Participants in the Telework program are covered under the Federal Employees' Compensation Act if injured in the course of performing official duties at their remote worksites.

G. Costs and Liabilities at the Alternate Worksite

1. The Postal Service will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, internet access, insurance) associated with the use of the participant's alternate worksite. However, the participant does not relinquish any entitlement to reimbursement for authorized expenses incurred when conducting business for the Postal Service, as may be provided by statute or regulation.

H. Miscellaneous

1. Participating in the Telework Program is voluntary. The participant may request to terminate participating in the Telework Program at any time by providing notification to his/her supervisor or manager in writing, with a courtesy copy to the local union.
2. The participant will protect government/Postal Service records from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act, 5 U.S.C. Section 522a regarding such records.
3. Management may revoke the Telework Agreement for the participant with a minimum of two (2) weeks' notice, in accordance with the Telework Program MOU.

Participant Name (Printed)	Signature	Date
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Supervisor/Manager Name (Printed)	Signature	Date
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**Enterprise Customer Care Centers/Customer Retention Teams Telework Safety
Requirements and Certification for the Alternate Worksite**

As a condition of participating in the Telework Program, all participants who work in an alternative worksite must have that worksite approved. The alternative worksite must be within the commuting distance to the participant's official duty station. All approval/denial actions by management must be completed within 10 days of submission. The following information is related to the alternative worksite.

Name: _____

Official Duty Station Address:

Alternate Worksite Address (Postal Service address of record), including phone number:

Estimated square footage of workspace in the alternate worksite: _____

Heating and Cooling Available?

- Yes
No

Designated worksite is suitable for the safe performance of official Postal Service business?

- Yes
No

To ensure your remote worksite is free of recognized hazards and constitutes a safe environment, below is a checklist of safety related items for review and compliance when working from the alternate worksite.

FIRE PREVENTION:

- Check smoke detectors regularly and replace batteries once a year.
- Have a working fire extinguisher that can be easily and quickly accessed. Travel distance to extinguisher must be less than 75 feet.
- Check the condition of the fire extinguisher and its charge at least every six months.
- Ensure a safe evacuation route.

WALKING AND WORKING SURFACES:

- Ensure walking surfaces are free of slip, trip, and fall hazards, including but not limited to cords connected to a computer, phone, and other electrical equipment being kept out of walkways.
- Ensure work surfaces are sturdy, level, and well maintained.
- Ensure walking and working surfaces have adequate lighting.

GENERAL SAFETY:

- Perform all duties in a safe manner.
- Immediately report any accident or injury in which you are involved to your supervisor, regardless of the extent of injury or damage.
- Allow your supervisor and union to investigate all accidents incurred by you in the designated workspace at the alternate worksite.
- Keep your work area maintained in a safe and healthful condition through good housekeeping and proper maintenance of property and equipment required to support your alternate worksite.

SECURITY:

- Do not allow non-Postal Service employees to operate or repair Postal Service-owned equipment.
- Ensure that all Postal Service files and information, including passwords and computer files, are maintained in a secure place.
- Do not advertise your remote worksite to strangers.

ERGONOMICS:

- Use office chairs that provide good supporting backrests and allow adjustments to ensure proper ergonomics.
- Ensure computer monitor is at a height that is comfortable and does not produce neck or back strain.
- Ensure computer keyboard(s) is at a height(s) that does not cause wrist, arm, or elbow strains. Use an adjustable surface for the keyboard as appropriate.

EMERGENCY PLANNING AND PREPARATION:

- Develop and practice a fire evacuation plan for use in the event of an emergency.
- Ensure safe areas are present for emergencies common to your geographical location (e.g., tornadoes, earthquakes, hurricanes, wildfires) and make sure you can get to them quickly and safely when needed.

ELECTRICAL:

- Ensure all required electrical equipment is connected to grounded outlets.
- Replace frayed, exposed wires or otherwise damaged electrical cords.
- Replace defective plugs.
- Ensure extension cords are not used for more than 30 days.
- Ensure electrical circuits are not overloaded.
- Ensure power strips are not "daisy chained."
- Turn off all required electrical equipment in the event of lightning.

CHEMICAL

- Use only consumer-available over-the-counter cleaning products containing chemicals.
- Follow manufacturer's instructions for proper and safe use of a product containing chemicals.

All Telework Safety Requirements must be consistent with the 2021-2024 Collective Bargaining Agreement.

Failure to follow the above checklist may result in revocation of an approved Telework Agreement.

I have read and will comply with all the safety requirements contained in this document.

Participant's Name (Printed)

Signature

Date