

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

**Re: Information Technology Bargaining Unit Telework**

The parties agree to pilot a Telework Program for bargaining unit employees in the four (4) Information Technology (IT) Centers located in Eagan, MN, Wilkes-Barre, PA, San Mateo, CA, and St. Louis, MO.

The purpose of the Telework Pilot Program is to evaluate the Postal Service's ability to recruit and retain top talent, help conserve energy, and reduce CO2 emissions, reduce facility maintenance costs, and increase employee morale and efficiency while maintaining a responsive and productive workforce.

The Telework Pilot Program allows eligible IT employees the ability to work at an approved alternate work location as determined by their team manager, during scheduled workdays and hours. The employee's official duty station will remain the IT Center to which they are assigned.

Employees are eligible to participate in the Telework Pilot Program if they perform job functions that Management has determined do not require the employee to be physically present each day at their assigned duty station.

Participation in the Telework Pilot Program is limited to employees in telework approved duty assignments who:

- a) Have an internet connection that is reliable and provides speeds sufficient to support telework. The Postal Service is not responsible for and will not provide internet support for any employee participating in the Telework Pilot Program.
- b) Have an alternate work location that is ergonomically safe. The employee agrees that the Postal Service is not responsible for providing or paying for any ergonomic equipment for the alternate work location.
- c) Have a private area at the alternate work location suitable for confidential discussions outside the hearing of others, and which allows for private video participation without interruptions. Employees' computer screens, along with any associated paperwork, must be in a secured area and out of view from others. At alternate work locations, employees must protect and secure any information from other's view, including information which contains sensitive and PII information.
- d) Can create and maintain a proper work environment that does not interfere with work at the alternate work location and that eliminates personal disruptions such as non-business telephone calls and visitors.

- e) Assume responsibility for the repair and maintenance of their privately-owned equipment that is needed to maintain functionality at the alternate work location and if necessary, report into the assigned duty station location if unable to work while repairs are being made.
- f) Assume responsibility for any tax implications that may arise from participation in the Telework Pilot Program.
- g) Assume responsibility for any increase in household utility costs that may result from participation in the Telework Pilot Program and agree that the Postal Service is not responsible for such costs, including maintenance, insurance, or utilities (e.g., phone, internet, heating, electricity, water).
- h) Adhere to all Postal Service rules and regulations while working at an alternate work location. Failure to do so will result in termination of the Participant's approval to participate in the Telework Pilot Program and/or disciplinary action.

The following work rules will apply for participation in the Telework Pilot Program:

- a) Participants in the Telework Pilot Program assigned to the Technology Applications (Developers/TTS) and Endpoint Technology (IT Service Desk) may telework up to five (5) days per week with approval of their manager/supervisor.
- b) For positions in Network and Compute Technology (Compute Engineering) which have been designated as telework eligible, Participants may telework up to three (3) days per week with the approval of their manager/supervisor.
- c) Management will provide the available telework schedules. Telework schedules will be based on the needs of the Service. Selection/awarding of available schedules will be based on IT/AS seniority. Any ties will be resolved in accordance with Article 37.04.B.
- d) Participants will be responsible for recording their time in accordance with the Information Technology Timekeeping MOU.
- e) Participants will be expected to work their normal duty assignment from the alternate location. Any deviations from the employee's normal duty assignment require prior written authorization from the employee's supervisor or manager.
- f) Participants may not work hours in excess of their normal designated schedule without prior written authorization from their supervisor or manager.
- g) Core hours will be consistent for all telework Participants who are Computer System Developers or Computer Systems Analyst/Programmers. To ensure teams that work across different time zones have an opportunity to collaborate, employees must start their workday no later than 10 a.m. Eastern Time and end their workday no earlier than 3:30 p.m. Eastern Time. Employees participating in the Telework Pilot Program may not schedule their workday to start before 6:00 a.m. local time and may not extend their workday beyond 6 p.m. local time without Management's prior written authorization.

- h) Flex time for Participants in the Telework Pilot Program will be in accordance with the LMOU at the IT Center to which the employee is assigned.
- i) Pursuant to Section 432.33 of the Employee and Labor Relations Manual (ELM), Participants will be required to take a 30-minute lunch break, unless previous agreements or past practices have been established. In no instance may the Participants' lunch period be the first or last 30 minutes of their scheduled workday.
- j) Overtime will apply as defined in Article 8 of the National Agreement.
- k) Holiday leave will apply as defined in Article 11 of the National Agreement.
- l) Participants are required to remain at their alternate worksite during scheduled workhours, except during authorized lunch periods.
- m) Participants in the Telework Pilot Program will be provided a USPS laptop for use at the alternative work location, which remains the property of the Postal Service. Participants will be required to use the same USPS-issued laptop at both the alternate work location and their assigned duty location and will be responsible for transporting the laptop or any other USPS-issued equipment between the two locations. 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.
- n) Participants may connect personally owned computer peripherals (e.g., external keyboard, monitor, wired headphones, and mouse) in accordance with Management Instruction (MI) AS-800-2022-6).
- o) 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*.
- p) Postal Service equipment, including but not limited to the USPS-provided laptop, must be serviced and maintained by the Postal Service only. Participants in the Telework Pilot Program may be required to report to their assigned IT Center to have their USPS laptop or other equipment serviced.
- q) At the discretion of Management and to meet the needs of the Postal Service, a Participant may be temporarily scheduled to report to their assigned IT Center for training, as directed by their manager or supervisor, or unexpected workload requirements.
- r) If a Participant in the Telework Pilot Program has technological or other issues that prevent the timely completion of assigned duties, the Participant must alert their supervisor or manager immediately and may be required to report to their assigned IT Center until the issue is resolved.

- s) **If participants must report to their IT Center during their regular scheduled workhours, compensability of the commuting time will be determined under applicable laws, policies and regulations.**
- t) **Participants in the Telework Pilot Program may have the choice of using IPT Telephone (i.e., SoftClient) as an alternative to a personal telephone if such equipment is available.**
- u) **Participants may be contacted on a regular basis during their normal work hours by their supervisor or manager to discuss topics relevant to their job.**
- v) **Participants will be required to make themselves available during their normal work hours via telephone, electronic mail (e-mail), chat, virtual meetings, and face-to-face conversations using any available or future technologies (to include Zoom, VersionOne, Microsoft Teams, IPT SoftClient, e-mail, etc.) as designated by Management.**
- w) **Participants will be required to attend virtual group meetings during normal work hours when scheduled.**
- x) **Participants will be required to turn on their videos during virtual meetings when requested to do so by their supervisor or manager, except when the meeting is being recorded. If a meeting is being recorded, the Participant will be notified.**
- y) **Participants in the Telework Pilot Program will be required to answer calls and respond to e-mails, text messages, or other forms of electronic communication within thirty (30) minutes during their normal work hours. If a message is marked "Urgent," Participants will be required to respond within 15 minutes. Participants who demonstrate a pattern of failure to respond to calls, e-mails, text messages, or other forms of electronic communication within the allotted time frame may lose their telework privileges or may be subject to disciplinary action in accordance with the provisions of Article 16 of the National Agreement.**
- z) **Participants who change assignments will have their telework eligibility reviewed by their new manager/supervisor to determine if eligibility may continue in the Telework Pilot Program, and whether assigned telework days or hours may need to change.**

**Participation in the Telework Pilot Program must be approved by Management. A request to participate in the program must be submitted to the employee's supervisor or manager for review. If the request is approved, the employee must sign an Individual Telework Program Agreement prior to beginning to telework. Approval of requests will be based on the needs of the Postal Service. If a request is disapproved or revoked, Management will provide the employee and the local Union with a written explanation for the denial or revocation. Individual Telework Program Agreements will be approved for a period of six (6) months. Once an agreement is signed, the employee may not modify their telework days. However, Participants may request to change their telework days one time (only) during the six-month period by submitting a new Individual Telework Program Agreement to their manager or supervisor. Approval to change telework days will be based on the needs of the Service.**

**An employee's failure to comply with Postal Service policies and procedures, including but not limited to those set forth herein, may result in the decision to terminate the employee's**

participation in the program. At the end of six months, the Participant will be required to submit a new request if they wish to continue teleworking. Employees participating in the Telework Pilot Program who decide they no longer want to participate can notify their supervisor or manager and return to duty at their work location or a work location designated by Management.

Upon termination of participation in the Telework Pilot Program, whether voluntarily or involuntarily, the employee will be required to return the USPS laptop and other USPS property or information in the same condition, taking into consideration normal wear and tear, as it was originally issued to the employee. If the USPS laptop and other USPS property or information is not returned in the same condition as it was issued, the employee may be subject to 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.


If an employee is separated from the Postal Service while participating in the Telework Pilot Program, whether voluntarily or involuntarily, the employee will be required to return the USPS laptop and all other USPS property, whether equipment or information, in the same condition as it was originally issued, taking into consideration normal wear and tear, to the employer or face 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. Management is not responsible for picking up equipment from the employee. It is the employee's responsibility to return the equipment to the office of issuance.

**Changes to the Telework Pilot Program**

Should either party decide to revoke or modify the Telework Pilot Program, advance written notice will be provided to the other party no less than 60 days prior to the effective day. The parties will meet at the National level to discuss the reasons for the request.

Management decisions with respect to participation in the Telework Pilot Program are not subject to the grievance process.

The parties agree that the Telework Pilot Program will expire June 30, 2024.

  
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5/26/23  
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