

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

Re: IT Remote Work Pilot

The parties agree to pilot remote work for Information Technology bargaining unit employees in the Chief Information Office (CIO) group in specified positions designated as remote work.

Remote work designated positions are defined as positions for which employees will work from a remote location (telework) full time except when on official travel as directed by management, and consistent with the terms of this Memorandum of Understanding.

The following CIO positions will be designated as remote work positions that participate in the Remote Work Pilot Program.

IT Service Desk Technician – ITAS-13
IT Service Desk Specialist, Sr – ITASC-15
IT Service Desk Lead Specialist – IT/ASC-18
Computer Analyst/Programmer Assoc – IT/ASC-19
Computer Systems Analyst/Programmer – IT/ASC-21
Computer Systems Developer, Sr – IT/ASC-23
Technical Training Specialist IT/ASC-23

No other positions within the IT bargaining unit are remote work designated. Individuals working bids in the above listed remote work positions at the time of the execution of this pilot agreement will not be required to remote work, but all others who are hired into or who bid into these positions will be required to remote work. If an individual working a bid in one of the above listed remote work positions elects to remote work, that decision cannot be reversed.

All employees participating in the Remote Work Program (Participants) must sign the CIO Remote Work Program Agreement for Bargaining Unit Employees (Remote Work Agreement or Agreement), prior to the effective date of their placement into a remote work position. The signed Agreement will be maintained by the HQ Human Resources CIO support team.

The Agreement is a condition of employment for employees in remote work designated positions. Each Agreement will document the terms of the employee's participation in the Program, including, but not limited to, the following:

1. Location of remote worksite(s).
2. Equipment and information resource requirements.
3. Safety requirements.
4. Supplies, costs, and liability.

A temporary alternate remote work location may be used depending on the needs of the business with the prior, written approval of the Participant's manager.

The terms set forth in this MOU represent requirements for employees engaging in remote work while holding a remote work designated position.

Unless geographic restrictions are specifically noted on the job posting, a remote work employee may work from any location within the United States of America. Work from an international location is not authorized.

Participants must maintain a proper work environment while working remotely, including arranging for dependent care that does not interfere with work at their remote worksite and minimizing personal disruptions such as nonbusiness telephone calls or visitors.

Participants must have a location and equipment that supports ergonomically safe work performance. The Postal Service is not responsible for providing or paying for ergonomic equipment for any Participant's work location, such as specialized chairs, except as reasonable accommodation required by applicable law.

Participants must ensure their remote worksite allows for privacy for business calls and meetings so that confidential business information is not shared with others at the participant's remote worksite. Participants must have telephone and/or cell service sufficient to conduct work calls from their remote location.

Participants will be required to take a 30-minute lunch period. In no instance may the Participant's lunch period be the first or last 30 minutes of their scheduled workday.

Participants are required to remain at their remote worksite during scheduled work hours, except for their normal lunch period. Participants must obtain prior written approval from their manager to leave the remote worksite for any reason other than a normal lunch period or emergencies. If a Participant must leave the remote worksite due to an emergency, they must contact their manager as soon as reasonably possible.

Participants are expected to work their normal duty assignment from the remote worksite, and any deviations from a Participant's normal duty assignment require prior, written approval from the Participant's supervisor or manager.

Management will establish appropriate means to track the Participants' assignments to include, but not limited to, telephone discussions, e-mail, video conferences, and other available electronic messaging.

Participants may not work hours in excess of their designated schedule without prior written authorization from their supervisor or manager.

Overtime will apply as defined in Article 8 of the National Agreement.

Holiday leave will apply as defined in Article 11 of the National Agreement.

Participants may be contacted on a regular basis during their normal work hours by their supervisor or manager or other postal employees to discuss topics relevant to their job.

Participants will be required to make themselves available during their normal work hours via telephone, electronic mail, chat, virtual meetings, and face-to-face conversations using any available or future technologies designated by Management.

Participants will be required to turn on their videos during virtual meetings when requested to do so by their manager, provided the meeting is not being recorded. If the meeting is being recorded, the Participant will be notified.

Except during breaks or lunch period, Participants are required to answer calls and respond to e-mails, text messages, or other forms of electronic communication ("communications") promptly (within 30 minutes), and to prioritize responding to urgent communications. Participants who demonstrate a pattern of failure to promptly respond to communications may be subject to disciplinary action in accordance with the provisions of Article 16 of the National Agreement.

If a Participant is unable to work for any reason, the Participant must immediately contact their supervisor for further direction.

Travel for business is a requirement for all remote work designated positions. Business travel can only be conducted with the preapproval of the employee's manager and in accordance with Postal travel policies.

The Postal Service will provide Participants with a laptop, cell phone, softclient or similar device, which remains the property of the Postal Service.

The Postal Service is not responsible for operating costs, maintenance, insurance, system upgrades, or any other incidental costs (e.g., utilities, telephone, or internet access) associated with the use of the Participants' remote worksite under the Remote Work Program. The Participant must have an internet connection that is reliable and provides speeds sufficient to support remote work. The Postal Service is not responsible for and will not provide internet support for any Participant.

Participants in the Remote Work Program are covered under the Federal Employees' Compensation Act (FECA) if injured in the course of performing official duties at their remote worksite.

1. The Participant must notify their supervisor immediately regarding any accident or injury at the remote worksite, provide details of the accident or injury, and (if applicable) complete the U.S. Department of Labor (DOL) Form CA-1, *Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation*.
2. If a Participant's remote worksite is located at their personal property, the Participant must designate an area in the property to be their official worksite. The Postal Service's potential exposure to liability is restricted to this official worksite for the purposes of remote work. Each participant with an approved Remote Work Agreement must sign a safety checklist stating that the remote worksite is safe. Each Participant is responsible for ensuring that their remote worksite complies with the applicable safety requirements.

Participants are responsible for protecting Postal Service electronic and physical data and other information in their possession while working remotely. Participants should not regularly handle sensitive physical data. All Participants must do the following:

1. Know, understand, and comply with Postal Service information security policies as defined in Handbook AS-805, *Information Security*, and Handbook AS-805-C, *Information Security for General Users*.
2. Know, understand, and comply with Postal Service privacy and records management policies found in Handbook AS-353, *Guide to Privacy, the Freedom of Information Act, and Records Management*.
3. Maintain the security of any Postal Service sensitive electronic data and materials that they utilize at their remote work location including files, correspondence, electronic data on mobile media, and computing equipment. Sensitive electronic data must be secured when not in use, which includes not leaving computers or related sensitive information or electronic data in vehicles or in plain view.

Participants assume responsibility for any tax implications arising from participation in remote work, and agree to process payroll, state, and local taxes as applicable. Participants understand that they may be contacted by the Postal Service to ensure compliance with tax laws and regulations and must provide accurate information as required.

Management decisions with respect to administration of the IT Remote Work Program as set forth in this MOU are not grievable.

All other grievances that proceed to arbitration hearing pursuant to Article 15 will be heard in a virtual hearing format when possible. As such, when an arbitration is to be scheduled, the parties will meet prior to the issuance of the scheduling letter and jointly decide if a hearing can be conducted virtually.

Upon termination of participation in the IT Remote Work Program, Participants must promptly return the USPS laptop and other USPS issued equipment, property, or information in the same condition, subject to normal wear and tear, as it was originally issued to the Participant. If the USPS laptop and other USPS issued property or information is not promptly returned in the same condition as it was issued, subject to normal wear and tear, the Participant may be subject to disciplinary action 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.

The parties agree that specific items addressed in this Memorandum of Understanding will supersede any conflicting local MOUs, local agreements, and local policies.

Arrion Brown
Arrion Brown
Director, Support Services
American Postal Workers Union

Celia Clinton
Celia Clinton
Labor Relations Specialist
Collective Bargaining and Arbitration

6/1/23
Date

6-1-23
Date