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

Re: Extension - COVID-19 Test Kit Fulfillment Pilot

The parties agree to extend the COVID-19 Test Kit Fulfillment Pilot as follows:

- 1. The Postal Service will continue fulfillment centers in each of the locations on the attached table, to include workspace for kitting (i.e., packing) and labeling packages of at-home COVID-19 test kits. For purposes of the pilot, the kitting and labeling of the test kit packages will be performed by APWU-clerk bargaining unit employees in accordance with Article 1 and Article 7.1.B.7.b of the CBA and is considered "new work".
- 2. If there are changes to fulfillment center locations identified on the attached table, such changes will be discussed by the parties at the national level.
- 3. For the duration of the pilot, the parties agree to extend the exception period for the hiring and continued employment of Postal Support Employees (PSEs) in excess of the 20% district cap in the locations set forth in the attached table. The Postal Service will be permitted to retain or rehire by relative standing PSEs who were let go due to lack of work (i.e., PSEs hired for reasons unrelated to COVID-19) above the district cap and/or hire additional PSEs up to the amount set forth in the table for each location for the duration of the pilot. PSEs who decline to be rehired under to this MOU, will retain their relative standing and reappointment rights in accordance with Article 7 and the National Agreement.
- 4. PSEs hired under Occ Code 2395 are guaranteed to work a minimum of 20 hours each service week in the processing and fulfillment of at-home COVID-19 test kits (Operation numbers 562, 563, and 564). If 20 hours is not available in the kitting operation, the PSEs will be paid up to the 20-hour guarantee. Additionally, if management determines there is not a consistent minimum of 20 hours of work in the kitting operation due to a reduction in kitting volume, the Postal Service may separate those PSEs for lack of work, in accordance with Item #7, and they will not be entitled to any additional pay beyond the last day they actually performed work in the kitting operation.
- 5. PSEs maintained above the caps in the locations on the attached table may be used in other operations at the PSA or Annex or the facility that the PSA or Annex is a subordinate unit to (within the same installation). Work performed in an operation other than the kitting operation, will not count towards the 20-hour guarantee established in #4 above. If used for performing the work of the pilot (i.e., the processing and fulfillment of at-home COVID-19 test kits), Operation numbers 562, 563, and 564 are designated for the pilot and all employees assigned to the pilot will utilize these numbers when performing this work.
- The USPS will supply the local Union president at the installation level with a list of all PSEs designated for performing work in the COVID-19 Test Kit Fulfillment Pilot (Occ Code 2395-0035).
- 7. PSEs maintained above the district caps in the locations on the attached table will not be scheduled to work after the conclusion of the pilot and will be separated no later than the first full pay period following the conclusion of the pilot unless retained in accordance with the National Agreement. All separations of PSEs in accordance with this MOU will be done pursuant to the National Agreement, including separation by inverse relative standing on the appropriate PSE roll.

- 8. There will be a daily inventory control for the COVID-29 test kits.¹
- Full-time career clerks assigned or detailed to PSAs or Annexes designated as part of this pilot and who are on the overtime Desire List will be afforded maximum overtime opportunities (up to 12 hours/day and 60 hours in a service week) for the duration of the pilot.
- 10. The COVID-19 Test Kit Fulfillment Pilot PSE Retention Lists MOU and COVID-19 Test Kit Fulfillment Pilot Union Representation MOU are still applicable.
- 11. The pilot will be extended to October 7, 2022, unless extended further by mutual agreement. The Postal Service reserves the right to terminate the pilot prior to the conclusion of the extension period.

The parties agree to further discussion on issues concerning this new work pilot as it evolves. This MOU will not be cited in any future arbitration except to enforce its terms.

Thomas Blum Vice President, Labor Relations (A) United States Postal Service

1tz

Mark Dimondstein President American Postal Workers Union, AFL-CIO

Date: July 27, 2022

¹ In those bid clusters that include Bulk Mail Entry (BME) Technicians, one or more BME Technicians from the Bulk Mail Entry Unit (BMEU) in the same bid cluster to the annex on the attached table will be utilized to perform inventory control for the COVID-19 test kits. Such test kits will not be considered accountable mail. Assignment of the BME Tech(s) to complete the inventory control will be offered to volunteers first and selected based on seniority. If there are no volunteers, the assignment will be made by juniority. In those bid clusters without BMEUs, BME Technicians from the local commuting area will be offered the opportunity to volunteer and selected based on seniority. As appropriate, travel time and mileage will be provided in accordance with the applicable provisions of Section 438 of the Employee and Labor Relations Manual and Chapter 7 of Handbook F-15. Out-of-schedule premium will be paid for hours worked outside an employee's normal schedule.