The following Memoranda of Understanding between the United States Postal Service and the National Association of Letter Carriers (NALC) have been extended through July 17, 2020. The parties agree to meet and discuss these Memoranda of Understanding prior to July 17 to determine whether or not further extension is appropriate.

- Re: Temporary Use of the Employee and Labor Relations Manual (ELM) 432.53, City Letter Carriers (7:01 Rule)
- Re: Temporary Additional Paid Leave for CCAs
- Re: Temporary Expanded Sick Leave for Dependent Care During COVID-19
- Re: Temporary Workplace Changes to Promote Social Distancing COVID-19
- Re: Temporary Carrier Assistants COVID-19

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

Date: \_\_\_\_\_\_5-19-2020

Fredric V. Rolando President National Association of Letter Carriers, AFL-CIO

Date: 5-19-20

### 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

3-18-20

Fredric V. Rolando President National Association of Letter Carriers, AFL-CIO

### Re: Temporary Additional Paid Leave for CCAs

For the 60-day duration of this Memorandum of Understanding, City Carrier Assistants (CCAs) will be permitted to use up to 80 hours of paid leave for use in conjunction with the COVID-19 pandemic in the following circumstances:

- The employee has contracted COVID-19 or has been directly exposed to someone with COVID-19;
- The employee has visited any country identified by the Centers for Disease Control (CDC) as a level-3 country (currently China, South Korea, Iran, Italy, and most other European countries) within 14 days of the employee returning to work;
- The employee returns from a trip on a cruise ship in which an identified case of COVID-19 was detected on board the ship;
- The employee is experiencing symptoms generally associated with COVID-19; or
- Consistent with the MOU Re: Temporary Expanded Sick Leave for Dependent Care During COVID-19.

Leave used for the above purpose will be coded as TACS Code 086, Other Paid Leave.

Except for emergencies, paid leave for the circumstances listed above must be requested on PS Form 3971, *Request for or Notification of Absence*, and approved in advance by the appropriate supervisor. Employees should designate the reason for the absence as "Other" and write "LC19" in the space provided.

An exception to the advance approval requirement is made for emergencies and unexpected illness; however, in these situations, the CCA must notify the appropriate postal authorities as soon as possible as to the emergency or illness and the expected duration of the absence. As soon as possible after return to duty, CCAs must submit PS Form 3971 and explain the reason for the emergency or illness to their supervisor. Supervisors approve or disapprove the leave request.

The supervisor is responsible for approving or disapproving the application for paid leave by signing PS Form 3971, a copy of which is given to the CCA. If a supervisor does not approve an application for leave, the disapproved block on PS Form 3971 is checked and the reasons must be noted in writing in the space provided.

The total 80-hour allotment will not be increased due to a CCA's break in service during the 60day period. Any remaining leave balance at the end of the 60-day period is forfeited.

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

3-18-20

Fredric V. Rolando President National Association of Letter Carriers, AFL-CIO

# Re: Temporary Use of the Employee and Labor Relations Manual (ELM) 432.53, City Letter Carriers (7:01 Rule)

For the 60-day duration of this Memorandum of Understanding, the parties agree that, the Postal Service will institute the use of Employee and Labor Relations Manual (ELM) Section 432.53, City Letter Carriers (7:01 Rule).

A city letter carrier who actually works more than 7 hours but less than 8 hours of a regular scheduled day will, upon his/her request, be officially excused from the completion of the 8-hour tour and still credited with 8 hours of work time for pay purposes. Any hours not worked between the seventh and eighth hour of a regular scheduled day pursuant to ELM 432.53 are included in an employee's regular rate of pay pursuant to ELM 443.212.g.

All delivery service supervisors are reminded that city letter carriers should not be excused under the 7:01 rule unless they have completed their routes and cannot be assigned to any available work in the same wage level.

Local management at all delivery units must reemphasize to all city letter carriers that they must apprise their supervisor of their desire to clock out prior to completion of a full 8-hour workday, minus time covered by the 5-minute leeway rule.

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

Dorglas A. Tulino Vice President Labor Relations United States Postal Service

AFL-CIO

3-23-20

Date

Fredric V. Rolando President National Association of Letter Carriers AFL-CIO

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## Re: Temporary Workplace Changes to Promote Social Distancing – COVID-19

The parties agree that the social distancing recommendations of the Centers for Disease Control and Prevention (CDC) are important measures which should be practiced as much as possible to slow the spread of the coronavirus (COVID-19). Some of those social distancing recommendations for the workplace include increasing physical space between workers, staggering work schedules, limiting large work-related gatherings, and reducing or eliminating travel.

With that in mind, the parties agree that in postal installations with 100 or more workyears of employment, to minimize the possibility of exposure to the coronavirus or the possibility of unknowingly spreading the coronavirus to a larger portion of the workforce by working in multiple facilities, to the extent possible all city letter carriers will work in their employing facility for the duration of this agreement. In addition, to the extent possible the Memorandum of Understanding *Re: City Carrier Assistants – Temporary Assignments to Other Post Offices* will not be in effect for the duration of this agreement.

In postal installations with less than 100 workyears of employment, work in facilities other than the letter carrier's employing facility should be limited to where they routinely worked prior to the outbreak of the COVID-19 pandemic.

The local parties (i.e. branch presidents and postmasters, or their designees) will immediately discuss potential scheduling and office setup changes which would create a work environment that promotes social distancing. Such changes should include, but are not limited to, the following:

- 1. Staggered letter carrier start times to begin as early as operationally feasible.
- 2. Scheduling letter carriers to begin their tours in groups of 10 or less to practice social distancing at the timeclock.
- 3. Where possible, scheduling groups of 10 or less carriers to begin their tours in increments of a minimum of 15 minutes and a maximum of two hours apart.
- 4. Start times should be staggered between the hours of 5:30 a.m. and 9:30 a.m. for letter routes.
- 5. Start times for all routes in test sites, for collection routes, and for combination routes may be scheduled prior to 5:30 a.m. and after 9:30 a.m., however they should still be staggered and scheduled in groups of 10 or less carriers to promote social distancing.
- 6. Conducting stand-up talks in a manner that allows employees to be separated from each other by 6 feet or more, such as using small groups or an intercom system.

- 7. Staggered break schedules in the office to allow employees to maintain groups not to exceed 10 people.
- 8. Moving office breaks to the street on an individual voluntary basis.
- 9. Where possible, scheduling letter carriers in a manner which would allow them to stagger their departure from office duties to street duties.
- 10. Volunteers may be utilized for AM parcel runs in order to increase social distancing during casing duties.
- 11. Adjusting any other practice in the office to allow employees to be separated from each other by 6 feet or more

Consideration will be given to the location of letter carrier cases, the location of mail staging areas, the location and number of time clocks, the size and number of break areas, etc. Local parties will discuss temporary changes to the location of any of the above subjects in order to promote at least 6 feet of separation for all employees.

If the local parties require any additional guidance or clarification on implementation of this agreement, they should contact the appropriate Area Manager, Labor Relations and National Business Agent.

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

This MOU will expire May 27, 2020.

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Fredric V. Rolando President National Association of Letter Carriers, AFL-CIO

### **Re: Temporary Carrier Assistants – COVID-19**

The Postal Service may employ Temporary Carrier Assistants during the period between the signing of this agreement and May 27, 2020, as operationally necessary to replace city letter carriers absent due to COVID-19.

Temporary Carrier Assistants are subject to the following:

- The hourly rate will be the same as that for City Carrier Assistants.
- Over the course of a service week, the Employer will make every effort to ensure that available city carrier assistants are utilized at the straight-time rate prior to assigning such work to temporary carrier assistants working in the same work location.
- When an opportunity exists for overtime, full-time employees on the appropriate Overtime Desired List will be selected to perform such work prior to assigning temporary carrier assistants to work overtime in the same work location where the employees regularly work.
- To minimize the possibility of exposure to the coronavirus by working in multiple facilities, to the extent possible, all temporary carrier assistants will work in their employing facility for the duration of this agreement.

The Postal Service shall provide the NALC with reports on the number of temporary carrier assistants hired.

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

This MOU will expire May 27, 2020.

Doug A. Vulino

Vice President, Labor Relations United States Postal Service

3-30-20

Fredric V. Rolando President National Association of Letter Carriers, AFL-CIO