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Safety and Health

- Safety and Health Committees
- OSHA/Employee Rights
- Postal Employees Safety Enhancement Act
- Employer Rights and Responsibilities
- S&H Arbitration Awards
- S&H National Settlements



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Joint Labor/Management Safety Committees

Safety & Health Committees

The primary purpose of Joint Labor/ Management Safety & Health Committees is to provide a forum to discuss ways by which to reduce accidents, injuries, and illnesses in the workplace.

Management, unions, and employees can all become actively involved in, and make positive contributions to, the Postal Service's safety & health program.

Committee meetings should be held in a location that allows for the free and open discussion of program changes, regulation or processes, hazards, and unsafe conditions. These discussions should allow individuals with different areas of expertise to consider issues and develop effective and creative solutions.

The concept of a Joint Labor/Management Safety & Health Committee stresses cooperation and a commitment to safety and health as a shared responsibility. This is echoed in Section 1 of Article 14 of the National Agreement.

"It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The union will cooperate with and assist management to live up to this responsibility."

Article 14 provides the guidelines for Joint Safety & Health committees as follows:

Section 3. Implementation

B. There shall be established at the Employer's Area level, an Area Joint Labor/ Management Safety Committee, which will be scheduled to meet quarterly. The Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled

meetings. If problems or items of a significant Area nature arise between scheduled quarterly meetings, either party may request a special meeting of the Committee. Either party will have the right to be accompanied to any Committee meeting by technical advisors. Representation on the Committee shall include one person from the Union and appropriate representatives from the Postal Service Area Office. The Chairman will be designated by the Employer.

C. The Employer will make Health Service available for the treatment of job related injury or illness where it determines they are needed. The Health Service will be available from any of the following sources: U.S. Public Health Service; other government or public medical sources within the area; independent or private medical facilities or services that can be contracted for; or in the event funds, spaces and personnel are available for such purposes, they may be staffed at the installation. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers' Compensation Programs, including employee choice of health services.

D. The Employer will comply with Section 19 of the Williams-Steiger Occupational Safety and Health Act.

Section 4. Local Safety Committee

At each postal installation having 50 or more employees, a Joint Labor-Management Safety and Health Committee will be established. In installations having fewer than 50 employees, installation heads are encouraged to establish similar committees when requested by the Union. Where no Safety and Health Committee exists, safety and health items may be placed on the

agenda and discussed at labor-management meetings. There shall be equal representation on the Committee between the Union and management. The representation on the Committee to be specifically determined by the Employer and the Union shall include one person from the Union, except in installations with two or more APWU crafts where up to two persons may be designated by the Union, and appropriate management representatives. The Chairman will be designated by the Employer.

It is recognized that under some circumstances, the presence of an additional employee employed at the installation will be useful to the local Safety and Health Committee because of that employee's special expertise or experience with the agenda item being discussed. Under these circumstances, which will not normally be applicable to most agenda items, the employee may, at the request of the Union, be in attendance only for the time necessary to discuss that item. Payment for the actual time spent at such meetings by the employee will be at the applicable straight-time rate, providing the time spent is a part of the employee's regular workday.

Section 5. Subjects for Discussion

Individual grievances may be made the subject of discussion during Local Safety and Health Committee meetings, in accordance with Article 14, Section 2.

Section 6. Employee Participation

It is the intent of this program to insure broad exposure to employees, to develop interest by active participation of employees, to insure new ideas being presented to the Committee and to make certain that employees in all areas of an installation have an opportunity to be represented. At the same time, it is recognized that for the program to be effective, it is desirable to provide for a continuity in the committee work from year

to year. Therefore, except for the Chairman and Secretary, the Committee members shall serve three-year terms and shall at the discretion of the Union be eligible to succeed themselves.

Section 7. Local Committee Meetings

The Safety and Health Committee shall meet at least quarterly and at such other times as requested by a Committee member and approved by the Chairman in order to discuss significant problems or items. The meeting shall be on official time. Each Committee member shall submit agenda items to the Secretary at least three (3) days prior to the meeting. A member of the Health Unit will be invited to participate in the meeting of the Labor-Management Safety and Health Committee when agenda item(s) relate to the activities of the Health Unit.

Section 8. Local Committee Responsibilities

A. The Committee shall review the progress in accident prevention and health at the installation; determine program areas which should have increased emphasis; and it may investigate major accidents which result in disabling injuries. Items properly relating to employee safety and health shall be considered appropriate discussion items. Upon a timely request, information or records necessary for the local Safety and Health Committee to investigate real or potential safety and health issues will be made available to the Committee.

In addition, the Committee shall promote the cause of safety and health in the installation by:

1. Reviewing safety and health suggestions, safety training records and reports of unsafe conditions or practices.
2. Reviewing local safety and health rules.

3. Identifying employee unsafe work practices and assisting in enforcing safety work rules.
4. Reviewing updated list of hazardous materials used in the installation.
5. Identifying areas in which it is appropriate to require the presence of an additional person while maintenance work assignments are performed in hazardous areas to ensure adequate safety precautions.

Once such work assignments are identified, the committee will develop an on-the-job safety review/analysis (Form 1783) to document that an additional person will be used to avoid or minimize identified hazards.

The Committee shall at its discretion render reports to the installation head and may at its discretion make recommendations to the installation head for action on matters concerning safety and health. The installation head shall within a reasonable period of time advise the Committee that the recommended action has been taken or advise the Headquarters Safety and Health Committee and the President of the local Union as to why it has not. Any member of the Committee may also submit a written report to the Headquarters Safety and Health Committee in the event the Committee's recommendations are not implemented.

Upon proper written request to the Chairman of the Committee, on-the-spot inspection of particular troublesome areas may be made by individual Committee members or a Subcommittee or the Committee as a whole. Such request shall not be unreasonably denied. When so approved, the Committee members shall be on official time while making such inspection.

The Union representatives from the local Safety and Health Committee may participate on the

annual inspection, conducted by District safety and health services personnel in the main facility of each Processing and Distribution Center, Facility and BMC, provided that the Union represents employees at the main facility of the Processing and Distribution Center, Facility or BMC being inspected. In no case shall there be more than one (1) Union representative on such inspections except in 200 man-year facilities where up to (2) union representatives may participate.

The Union representatives from the local Safety and Health Committee may participate on other inspections of the main facility of each post office, Processing and Distribution Center, Facility, BMC, or other installation with 100 or more man years of employment in the regular work force, and of an individual station or branch where the station or branch has 100 or more man years of employment in the regular work force, provided that the Union represents employees at the main facility or station or branch and provided that the Union representative is domiciled at the main facility or station or branch to be inspected. If the Union representative to the local Safety and Health Committee is not domiciled at the main facility or station or branch to be inspected and if the Union represents employees at the main facility or station or branch, at the Union's option, a representative from the Committee may participate on the inspection (at no additional cost for the Employer) or the Union may designate a representative domiciled at the main facility or station or branch to be inspected to participate on the inspection. In no case shall there be more than one (1) Union representative on such inspections.

The Union representative from the local Safety and Health Committee may participate on the annual inspection of each installation with less than 100 man years of employment in the regular work force, where such Committee exists in the installation being inspected. In those installations that do not have a Safety and Health Committee, the inspector shall afford the opportunity for an

APWU bargaining unit employee from that installation to accompany him/her during these inspections.

B. An appointed member of a local committee will receive an orientation by the Employer which will include:

1. Responsibilities of the Committee and its members.
2. Basic elements of the Safety and Health Program.
3. Identification of hazards and unsafe practices.
4. Explanation of reports and statistics reviewed and analyzed by the Committee.

C. Where an investigation board is appointed by a Vice-President, Area Operations or a District Manager, Customer Services to investigate a fatal or serious industrial non-criminal accident and/or injury, the Union at the installation will be advised promptly. When requested by the Union, a representative from the local Safety and Health Committee will be permitted to accompany the board in its investigation.

D. In installations where employees represented by the Union accept, handle and/or transport hazardous materials, the Employer will establish a program of promoting safety awareness through communications and/or training, as appropriate. Elements of such a program would include, but not be limited to:

1. Informational postings, pamphlets or articles in Postal and Area Bulletins.
2. Distribution of Publication 52 to employees whose duties require

acceptance of and handling hazardous or perishable items.

3. On-the-job training of employees whose duties require the handling and/or transportation of hazardous or perishable items. This training will include, but is not limited to, hazard identification; proper handling of hazardous materials; personal protective equipment availability and its use; cleanup and disposal requirements for hazardous materials.
4. All mailbags containing any hazardous materials, as defined in Publication 52, will be appropriately identified so that the employee handling the mail is aware that the mailbag contains one or more hazardous material packages.
5. Personal protective equipment will be made available to employees who are exposed to spills and breakage of hazardous materials.

Section 9. Field Federal Safety and Health Councils

In those cities where Field Federal Safety and Health Councils exist, one representative of the Union who is on the Local Safety and Health Committee in an independent postal installation in that city and who serves as a member of such Councils, will be permitted to attend the meetings. Such employee will be excused from regularly assigned duties without loss of pay. Employer authorized payment as outlined above will be granted at the applicable straight time rate, provided the time spent in such meetings is a part of the employee's regular work day.

(The preceding Article, Article 14, shall apply to Transitional Employees)

ELM Sections 816 and 817 also set out requirements for Joint Safety and Health Committees as follows:

ELM Section 816 – Joint Labor-Management Safety and Health Committees

Reference Note:

For additional material concerning the subject matter found in 816, refer to Article 14 of the collective bargaining agreements.

Joint labor-management safety and health committees must be established and must function in accordance with applicable collective bargaining agreements.

ELM Section 817 – Training and Education

817.1 Management Training and Education

817.11 Supervisors

All supervisors must receive safety and health training in accordance with the curriculum established by Safety Performance Management and Employee Development. Local offices, districts, and/or Headquarters provide this training.

817.12 Executives and Managers

Executives and managers at the plant level and above must be provided an orientation that discusses their responsibility for:

- a. Safety and health program commitment, involvement, and accountability.

- b. OSHA compliance.
- c. Elements contained in a safety and health program evaluation.
- d. Accident investigation and reporting.
- e. Safety and health training requirements.

817.2 Safety and Health Staff Training and Education

Safety and health personnel must be provided, at least annually, professional training and education to enable them to carry out their basic duties and to fulfill their roles as advisors and consultants to management. Collateral duty FSCs must also be trained commensurate with their safety-related duties. Safety Performance Management mandates postal and/or external training or curriculums, as necessary, to ensure an effective safety staff and OSHA compliance. To maintain their technical proficiency, safety and health personnel are encouraged to pursue professional credentials and advanced education and to participate in professional safety and health-related organizations. Management must give a high priority to supporting these efforts to realize a professional safety staff. Specialized training not available within the Postal Service may be authorized in accordance with 740.

817.3 Joint Labor-Management Safety and Health Committee Orientation

Each member of a local committee must receive an orientation by the Postal Service that includes:

- a. Responsibilities of the committee and its members.

- b. OSHA compliance.
- c. Basic elements of the safety and health program.
- d. Identification and analysis of hazards and unsafe practices, including job safety analyses.
- e. Explanation of reports and statistics to be reviewed and analyzed by the committee.

817.4 Employee General Safety Orientation

All employees, including casuals and part-time employees, must receive a general safety and health orientation and sufficient on-the-job training to enable them to follow safe work practices, to recognize hazards, and to understand the benefits to be gained by following safe work practices. Such training must also include applicable safety rules and OSHA compliance, including any local job safety analysis for tasks assigned. All employees must be trained as required by OSHA standards if their jobs so require (see 817.5).

817.5 OSHA Required Training

For additional material concerning the subject matter found in 817.5, refer to:

- Management Instruction EL-810-2000-2, *Bloodborne Disease Exposure Control Plans*.
- Management Instruction EL-810-96-1, *Response to Hazardous Materials Releases*.
- Management Instruction EL-810-96-2, *Hazard Communication Programs*.

- Management Instruction EL-810-g8-1, *Asbestos Containing Materials Control Program*.
- Management Instruction EL-810-g9-1, *Lead Hazard Management*.
- Management Instruction EL-810-2000-1, *Hearing Conservation Programs*.
- Handbook AS-556, *Asbestos Management Guide*.
- Management Instruction EL-810-g3-1, *Confined Space Safety*
- Current safety-related MMOs (e.g., Lockout/Tagout, Hazard Communication, Personal Protective Equipment), and memorandums of policy on the Safety and Health homepage.

817.51 Standard Curriculum

Employee Development, in coordination with Safety Performance Management and other Headquarters functional areas, is responsible for developing, implementing, and keeping current a safety and health training curriculum to comply with OSHA standards and postal policies. Managers and supervisors at all levels must refer to this curriculum and ensure that all affected employees are trained and that training is current and properly recorded.

817.52 Special Emphasis Program Training

Special emphasis training programs must be developed and initiated by Headquarters, areas, districts, plants, and other offices as appropriate, in accordance with 721.22, to reduce the principal causes of accidents and injuries

and occupational illnesses and ensure OSHA compliance.

817.53 **Hazardous Materials Communication and Training**

In installations where employees handle or transport hazardous materials, the installation head must establish a program of promoting safety awareness through communications or training, as appropriate (see MI-EL-810-96-1). Such a program must include, but is not limited to, the following elements:

- a. Posting of information, pamphlets, or publication of articles in postal publications such as area bulletins and use of distributed videos on *Hazwoper Awareness* and *Hazcomm Awareness*.
- b. Distribution of Publication 52, *Acceptance of Hazardous, Restricted, or Perishable Matter*, to employees whose duties may require acceptance or dispatch of hazardous or perishable items. Distribution of Handbook EL-81 2, *Hazardous Materials and Spill Response*, to employees whose duties may include handling of hazardous materials and initial response to spills and leaks (First Responder Awareness Level). Acceptance and dispatch personnel must use Tag 44, *Sack Contents Warning*, to appropriately identify all mailbags containing hazardous materials as defined in Publication 52 so that an employee handling the mail is aware that the mailbag contains one or more hazardous materials.
- c. On-the-job awareness training of employees whose duties may require the handling or transportation of

hazardous or perishable items. This training must include, but is not limited to, (1) hazard identification, (2) proper handling of hazardous materials, (3) personal protective equipment availability and its use, and (4) cleanup and disposal requirements for hazardous materials.

817.6 **Refresher Training**

Motor vehicle, powered industrial truck, asbestos, hazardous materials, and other refresher training programs must be developed and provided per OSHA regulations and postal policies. Such programs must also be used for correction of improper work practices before accidents result and/or for improvement training following an accident.

817.7 **New or Additional Equipment and Techniques Training**

Training must be provided when new or additional equipment or techniques are deployed that may, if not properly used, adversely affect safe and healthful working conditions and/or OSHA compliance.

817.8 **OSHA Poster 2203, Job Safety and Health Protection**

Each facility must post OSHA Poster 2203, *Job Safety and Health Protection*, in a conspicuous place. This poster outlines management responsibilities and employee responsibilities and rights under the OSH Act. Both English and Spanish versions are available from the material distribution centers.

817.9 **Training Records**

Records of safety and health training must be maintained for each employee. These

records must be retained to demonstrate compliance with Postal Service policies and OSHA requirements. The records must be available to allow inspection in a timely manner by Postal Service and/or OSHA officials. All safety training must be recorded on Form 2548, *Individual Training Record* (or equivalent), and/or recorded into the National Training Database.

Note: Documentation of safety talks and safety related on-the-job training must be maintained at the facility level. These records must be available to allow inspection in a timely manner.

Note: Other provisions regarding safety and health are set out in Article 14 and a Memo of Understanding Re: Correction of Unsafe Conditions. See pages 65-79.

OSHA/Employee Rights

What Is It and How Does It Work?

The Occupational Safety and Health (OSH) Act of 1970 created the Occupational Safety and Health Administration (OSHA) within the Department of Labor and encouraged employers and employees to reduce workplace hazards and to implement safety and health programs.

In so doing, this gave employees many new rights and responsibilities, including the right to do the following:

- Review copies of appropriate standards, rules, regulations, and requirements that the employer should have available at the workplace.
- Request information from the employer on safety and health hazards in the workplace, precautions that may be taken, and procedures to be followed if the employee is involved in an accident or is exposed to toxic substances.
- Have access to relevant employee exposure and medical records.
- Request the OSHA area director to conduct an inspection if they believe hazardous conditions or violations of standards exist in the workplace.
- Have an authorized employee representative accompany the OSHA compliance officer during the inspection tour.
- Respond to questions from the OSHA compliance officer, particularly if there is no authorized employee representative accompanying the compliance officer on the inspection “walkaround.”
- Observe any monitoring or measuring of hazardous materials and see the resulting records, as specified under the OSH Act, and as required by OSHA standards.
- Have an authorized representative, or themselves, review the Log and Summary of Occupational Injuries (OSHA No. 200) at a reasonable time and in a reasonable manner.
- Object to the abatement period set by OSHA for correcting any violation in the citation issued to the employer by writing to the OSHA area director within 15 working

days from the date the employer receives the citation.

- Submit a written request to the National Institute for Occupational Safety and Health (NIOSH) for information on whether any substance in the workplace has potentially toxic effects in the concentration being used, and have their names withheld from the employer, if so requested.
- Be notified by the employer if the employer applies for a variance from an OSHA standard, and testify at a variance hearing, and appeal the final decision.
- Have their names withheld from their employer, upon request to OSHA, if they sign and file a written complaint.
- Be advised of OSHA actions regarding a complaint and request an informal review of any decision not to inspect or to issue a citation.
- File a Section 11(c) discrimination complaint if punished for exercising the above rights or for refusing to work when faced with imminent danger of death or serious injury and there is insufficient time for OSHA to inspect; or file a Section 31105 reprisal complaint (under the Surface Transportation Assistance Act (STAA)).

OSHA Standards and Workplace Hazards

Before OSHA issues, amends or deletes regulations, the agency publishes them in the Federal Register so that interested persons or groups may comment.

The employer has a legal obligation to inform employees of OSHA safety and health standards

that apply to their workplace. Upon request, the employer must make available copies of those standards and the OSHA law itself. If more information is needed about workplace hazards than the employer can supply, it can be obtained from the nearest OSHA area office.

Under the OSH Act, employers have a general duty to provide work and a workplace free from recognized hazards. Citations may be issued by OSHA when violations of standards are found and for violations of the general duty clause, even if no OSHA standard applies to the particular hazard.

The employer also must display in a prominent place the official OSHA poster that describes rights and responsibilities under the OSH Act.

Right to Know

Employers must establish a written, comprehensive hazard communication program that includes provisions for container labeling, material safety data sheets, and an employee-training program. The program must include a list of the hazardous chemicals in each work area, the means the employer uses to inform employees of the hazards of non-routine tasks (for example, the cleaning of reactor vessels), hazards associated with chemicals in unlabeled pipes, and the way the employer will inform other employers of the hazards to which their employees may be exposed.

Access to Exposure and Medical Records

Employers must inform employees of the existence, location, and availability of their medical and exposure records when employees first begin employment and at least annually thereafter. Employers also must provide these records to employees or their designated representatives, upon request. Whenever an employer plans to stop doing business and there is no successor

employer to receive and maintain these records, the employer must notify employees of their right of access to records at least 3 months before the employer ceases to do business. OSHA standards require the employer to measure exposure to harmful substances, the employee (or representative) has the right to observe the testing and to examine the records of the results. If the exposure levels are above the limit set by the standard, the employer must tell employees what will be done to reduce the exposure.

Cooperative Efforts to Reduce Hazards

OSHA encourages employers and employees to work together to reduce hazards. Employees should discuss safety and health problems with the employer, other workers, and union representatives (if there is a union). Information on OSHA requirements can be obtained from the OSHA area office.

OSHA Inspections

If a hazard is not being corrected, an employee should contact the OSHA area office having jurisdiction. If the employee submits a written complaint and the OSHA area or state office determines that there are reasonable grounds for believing that a violation or danger exists, the office conducts an inspection.

Employee Representative

Under Section 8(e) of the Act, the workers' representative has a right to accompany an OSHA compliance officer (also referred to as a compliance safety and health officer, CSHO, or inspector) during an inspection. The representative must be chosen by the union (if there is one) or by the employees. Under no circumstances may the employer choose the workers' representative.

If employees are represented by more than one union, each union may choose a representative.

Normally, the representative of each union will not accompany the inspector for the entire inspection, but will join the inspection only when it reaches the area where those union members work.

An OSHA inspector may conduct a comprehensive inspection of the entire workplace or a partial inspection limited to certain areas or aspects of the operation.

Helping the Compliance Officer

Workers have a right to talk privately to the compliance officer on a confidential basis whether or not a workers' representative has been chosen.

Workers are encouraged to point out hazards, describe accidents or illnesses that resulted from those hazards, describe past worker complaints about hazards, and inform the inspector if working conditions are not normal during the inspection.

Observing Monitoring

If health hazards are present in the workplace, a special OSHA health inspection may be conducted by an industrial hygienist. This OSHA inspector may take samples to measure levels of dust, noise, fumes, or other hazardous materials.

OSHA will inform the employee representative as to whether the employer is in compliance. The inspector also will gather detailed information about the employer's efforts to control health hazards, including results of tests the employer may have conducted.

Reviewing OSHA Form 200

If the employer has more than 10 employees, the employer must maintain records of all work-related injuries and illnesses, and the employees or their representative have the right to review those records. Some industries with very low injury rates

(e.g., insurance and real estate offices) are exempt from record keeping.

Work-related minor injuries must be recorded if they resulted in restriction of work or motion, loss of consciousness, transfer to another job, termination of employment, or medical treatment (other than first-aid). All recognized work-related illnesses and non-minor injuries also must be recorded.

After an Inspection

At the end of the inspection, the OSHA inspector will meet with the employer and the employee representatives in a closing conference to discuss the abatement of any hazards that may have been found.

If it is not practical to hold a joint conference, separate conferences will be held, and OSHA will provide written summaries, on request.

During the closing conference, the employee representative may describe, if not reported already, what hazards exist, what should be done to correct them, and how long it should take. Other facts about the history of health and safety conditions at the workplace may also be provided.

Challenging Abatement Period

Whether or not the employer accepts OSHA's actions, the employee (or representative) has the right to contest the time OSHA allows for correcting a hazard.

This contest must be filed in writing with the OSHA area director within 15 working days after the citation is issued. The contest will be decided by the Occupational Safety and Health Review Commission. The Review Commission is an independent agency and is not part of the Department of Labor.

Variances

Some employers may not be able to comply fully with a new safety and health standard in the time provided due to shortages of personnel, materials or equipment. In situations like these, employers may apply to OSHA for a temporary variance from the standard. In other cases, employers may be using methods or equipment that differ from those prescribed by OSHA, but which the employer believes are equal to or better than OSHA's requirements, and would qualify for consideration as a permanent variance.

Applications for a permanent variance must basically contain the same information as those for temporary variances.

The employer must certify that workers have been informed of the variance application, that a copy has been given to the employee's representative, and that a summary of the application has been posted wherever notices are normally posted in the workplace. Employees also must be informed that they have the right to request a hearing on the application.

Employees, employers, and other interested groups are encouraged to participate in the variance process. Notices of variance application are published in the Federal Register inviting all interested parties to comment on the action.

Confidentiality

OSHA will not tell the employer who requested the inspection unless the complainant indicates that he or she has no objection.

Review If No Inspection Is Made

The OSHA area director evaluates the complaint from the employee or representative and decides whether it is valid. If the area director decides not to inspect the workplace, he or she will send a

certified letter to the complainant explaining the decision and the reasons for it. Complainants must be informed that they have the right to request further clarification of the decision from the area director; if still dissatisfied, they can appeal to the OSHA regional administrator for an informal review. Similarly, a decision by an area director not to issue a citation after an inspection is subject to further clarification from the area director and to an informal review by the regional administrator.

Discrimination for Using Rights

Employees have a right to seek safety and health on the job without fear of punishment. That right is spelled out in Section 11(c) of the Act. The law says the employer “shall not” punish or discriminate against employees for exercising such rights as complaining to the employer, union, OSHA, or any other government agency about job safety and health hazards; or for participating in OSHA inspections, conferences, hearings, or other OSHA-related activities.

Although there is nothing in the OSHA law that specifically gives an employee the right to refuse to perform an unsafe or unhealthful job assignment, OSHA’s regulations, which have been upheld by the U.S. Supreme Court, provide that an employee may refuse to work when faced with an imminent danger of death or serious injury. The conditions necessary to justify a work refusal are very stringent, however, and a work refusal should be an action taken only as a last resort. If time permits, the unhealthful or unsafe condition must be reported to OSHA or other appropriate regulatory agency.

Workers believing they have been punished for exercising safety and health rights must contact the nearest OSHA office within 30 days of the time they learn of the alleged discrimination. A representative of the employee’s choosing can file the 11(c) complaint for the worker. Following a

complaint, OSHA will contact the complainant and conduct an in depth interview to determine whether an investigation is necessary.

If evidence supports the conclusion that the employee has been punished for exercising safety and health rights, OSHA will ask the employer to restore that worker’s job, earnings, and benefits. If the employer declines to enter into a voluntary settlement, OSHA may take the employer to court. In such cases, an attorney of the Department of Labor will conduct litigation on behalf of the employee to obtain this relief.

Employee Responsibilities

Although OSHA does not cite employees for violations of their responsibilities, each employee “shall comply with all occupational safety and health standards and all rules, regulations, and orders issued under the Act” that are applicable. Employee responsibilities and rights in states with their own occupational safety and health programs are generally the same as for workers in states covered by Federal OSHA. An employee should do the following:

- Read the OSHA Poster at the job site.
- Follow all lawful employer safety and health rules and regulations, and wear or use prescribed protective equipment while working.
- Report hazardous conditions to the supervisor.
- Report any job-related injury or illness to the employer, and seek treatment promptly.
- Cooperate with the OSHA compliance officer conducting an inspection if he or she inquires about safety and health

conditions in the workplace.

- Exercise rights under the Act in a responsible manner.

Other Sources of OSHA Assistance - Safety and Health Program Management Guidelines

Effective management of worker safety and health protection is a decisive factor in reducing the extent and severity of work-related injuries and illnesses and their related costs. To assist employers and employees in developing effective safety and health programs, OSHA published recommended Safety and Health Program Management Guidelines (Federal Register 54(16): 3904-3916, January 26, 1989). These voluntary guidelines apply to all places of employment covered by OSHA.

The guidelines identify four general elements that are critical to the development of a successful safety and health management program:

- Management commitment and employee involvement,
- Work site analysis,
- Hazard prevention and control, and
- Safety and health training.

The guidelines recommend specific actions, under each of these general elements, to achieve an effective safety and health program. A single free copy of the guidelines can be obtained from the OSHA Publications Office, U.S. Department of Labor, OSHA/OSHA Publications, P.O. Box 37535, Washington, DC 20013-7535, by sending a self-addressed mail label with your request.

Electronic Information

Internet—OSHA standards, interpretations, directives, and additional information are now on the World Wide Web at <http://www.osha.gov>.

Emergencies

For life-threatening situations, call (800) 321-OSHA. Complaints will go immediately to the nearest OSHA area or state office for help.

For further information on any OSHA program, contact your nearest OSHA area or regional office.

Safety Enhancement Act

Postal Employees Safety Enhancement Act

With the passage of the Postal Employees Safety Enhancement Act (PESEA), the Postal Service is now covered by OSHA under the same rules and standards as a private company. This means that OSHA can inspect, cite for violation and levy fines in its efforts to correct workplace hazards.

What this means to APWU members is that now OSHA can enforce standards by imposing fines on the Postal Service for violations of the OSHA workplace standards.

The new legislation affords APWU a tool to help make the workplace safer. However, in order to increase its effectiveness an organized approach is necessary. To expedite the process of making the workplace safer, the following general procedures are offered:

1. When you see a hazard or unsafe condition, file a PS Form 1767.
2. Notify APWU's Local Safety & Health representative and the Local President. For additional information on the hazard and the procedures you can contact your Area/Regional Safety & Health Representative.
3. If the hazard is not corrected or if the response you get from management is unacceptable, ask your Local Safety Representative to place the issue on the Local Safety & Health Committee agenda.
4. Again, if the response from the safety committee is unacceptable, ask your Area

Safety Representative to place the issue on the Area Safety & Health Committee agenda and ask that an OSHA inspection be requested. The APWU National Safety & Health Representative should be notified at this step.

Each individual circumstance will dictate the time frame you consider acceptable. Remember that if the hazard is considered imminent, and not corrected after you file a 1767, it may be appropriate to contact OSHA immediately. Discuss this with the APWU Local President and Local and Area Safety Representatives. **YOU ALWAYS HAVE THE RIGHT TO CONTACT OSHA AT ANY TIME.** These suggestions are not meant to take away or reduce this right, they are provided to help correct a hazardous or unsafe condition in a timely manner. Remember OSHA is not prepared to respond to a large increase in requests for inspections.

APWU Regional/Area Safety & Health Representatives may be contacted through the Regional Coordinators' offices.

Employer Rights and Responsibilities

Following an OSHA Inspection What Happens?

This section contains important information regarding an employer's rights and responsibilities under the Occupational Safety and Health Act of 1970 (OSH Act, Public Law 91- 596, as amended by P. L. 101- 552, November 5, 1990).

An OSHA compliance safety and health officer (CSHO) conducts an inspection of an employer's workplace, in accordance with the OSH Act. After the inspection, the CSHO reports the findings to the Area Director who evaluates them. If a violation exists, OSHA will issue the employer a Citation and Notification of Penalty detailing the exact nature of the violation(s) and any associated penalties (see also OSHA 2098 OSHA Inspections). A citation informs the employer of the alleged violation, sets a proposed time period within which to correct the violation, and proposes the appropriate dollar penalties.

This information can and should be used as a discussion guide during an employer's closing conference with the OSHA compliance officer. For each apparent violation found during the inspection, the compliance officer has discussed or will discuss the following with the employer:

- Nature of the violation,
- Possible abatement measures you may take to correct the violative condition, and
- Possible abatement dates you may be required to meet.

The CSHO is a highly trained professional who can help the employer recognize and evaluate hazards as well as suggest appropriate methods of

correcting violations. To minimize employee exposure to possible hazardous conditions, abatement efforts should always begin as soon as possible.

The following general information defines the types of violations and explains the actions an employer may take if it receives a citation as the result of an inspection.

What Are the Types of Violations?

Willful: A willful violation is defined as a violation in which the employer knew that a hazardous condition existed but made no reasonable effort to eliminate it and in which the hazardous condition violated a standard, regulation, or the OSH Act. Penalties range from \$5,000 to \$70,000 per willful violation, with a minimum penalty of \$25,000 for a willful serious violation. For employers who operate small firms—those with 50 or fewer employees—in no case will the proposed penalty be less than the statutory minimum, i.e., \$5,000.

Serious: A serious violation exists when the workplace hazard could cause an accident or illness that would most likely result in death or serious physical harm, unless the employer did not know or could not have known of the violation. A penalty of up to \$7,000 for each violation may be proposed.

Repeated: An employer may be cited for a repeated violation if that employer has been cited previously for a substantially similar condition and the citation has become a final order of the Occupational Safety and Health Review Commission. A citation is currently viewed as a repeated violation if it occurs within 3 years either from the date that the earlier citation becomes a

final order or from the final abatement date, whichever is later. Repeated violations can bring a fine of up to \$70,000 for each such violation.

For purposes of determining whether a violation is repeated, the following criteria generally apply:

1. **Fixed Establishments:** Citations issued to employers having fixed establishments (e. g., factories, terminals, stores) are not normally limited to the cited establishment. A multi-facility employer, for example, can be cited for a repeated violation if the violation recurred at any plant nationwide, and if a citation is obtained and reveals a repeated violation.
2. **Nonfixed Establishments:** For employers engaged in businesses having no fixed establishments (e. g., construction sites, oil and gas drilling sites), repeated violations are alleged based on prior violations occurring anywhere, and at any of his or her identified establishments nationwide, based on employer history.
3. **Longshoring Establishments:** A Longshoring establishment covers all Longshoring activities of a single stevedore within any single port area. Longshoring employers are subject to repeated violation citations based on prior violations occurring anywhere in the nation.
4. **Other Maritime Establishments:** Other maritime establishments covered by OSHA standards (e. g., shipbuilding, ship repairing) are generally defined as fixed establishments. (See 1 above.)

A VIOLATION CAN BE CITED AS REPEATED IF THE EMPLOYER HAS BEEN CITED FOR THE SAME OR A SUBSTANTIALLY SIMILAR VIOLATION ANYWHERE IN THE NATION WITHIN THE PAST 3 YEARS.

Other: A violation that has a direct relationship to job safety and health, but is not serious in nature, is classified as “other.”

What Are the Posting Requirements?

When the employer receives a Citation and Notification of Penalty, it must post the citation (or a copy of it) at or near the place where each violation occurred to make employees aware of the hazards to which they may be exposed. The citation must remain posted for 3 working days or until the violation is corrected, whichever is longer. (Saturdays, Sundays, and Federal holidays are not counted as working days.) The employer must comply with these posting requirements even if it contests the citation.

The abatement certification documents—such as abatement certifications, abatement plans and progress reports—like citations, must be posted at or near the place where the violation occurred. For moveable equipment found to be in violation and where the posting of violations would be difficult or impractical, the employer has an option to identify the equipment with a “Warning” tag specified in the Abatement Verification regulation 29 CFR 1903.19(I).

Does the Employer Have Options?

An employer who has been cited may take either of the following courses of action:

1. If the employer agrees to the Citation and Notification of Penalty, it must correct the condition by the date set in the citation and pay the penalty, if one is proposed;
2. If the employer does not agree, it has 15 working days from the date it receives the citation to contest in writing any or all of the following:

- Citation,
 - Proposed penalty, and/ or
 - Abatement date.
3. OSHA will inform the affected employee representatives of the informal conference or contest.

Before deciding on either of these options, an employer may request an **Informal Conference** with the OSHA Area Director to discuss any issues related to the Citation and Notification of Penalty. (See **Informal Conference and Settlement.**)

How Does An Employer Comply?

For violations an employer does not contest, it must:

(1) promptly notify the OSHA Area Director by certified letter that it has taken the appropriate corrective action within the time set forth in the citation, and (2) pay any penalties itemized therein.

The notification an employer sends the area director is referred to as Abatement Certification. For other-than-serious violations, a simple signed letter identifying the inspection number, the citation item number and noting that the violation was corrected by the date specified on the citation. For more serious violations, i. e., Serious, Willful, Repeat, or Failure- to-Abate, abatement certification requires more detailed proof.

If the employer has abatement questions after the inspection, the Area Director shall ensure that additional information, if available, is obtained and provided to the employer as soon as possible.

Employers can also find guidance on abatement verification on OSHA's web site at <http://www.osha-slc.gov/Publications/Abate/abate.html>.

When the citation permits an extended time for abatement, the employer must ensure that employees are adequately protected during this time. For example, the citation may require the immediate use of personal protective equipment by employees while engineering controls are being installed. When such is the case and where indicated on the citation, the employer must also provide OSHA with an abatement plan (steps you will take to protect employees and correct the hazards) and periodic progress reports on its actions.

The penalties itemized on the Citation and Notification of Penalty are payable within 15 working days of receipt of the penalty notice. If, however, the employer contests the citation or penalty in good faith, abatement and payment of penalties for those items contested are suspended until the Occupational Safety and Health Review Commission reviews its case and issues a final order. The Review Commission is an independent agency and is not a part of the U. S. Department of Labor. The final order of the Commission will either uphold, modify, or eliminate the citations and/or penalties. Penalties for items not contested, however, are still due within 15 working days. (For further details, see the section on How to Contest.)

What About an Informal Conference and Settlement?

Before deciding whether to file a Notice of Intent to Contest , an employer may request an Informal Conference with the OSHA Area Director to discuss the Citation and Notification of Penalty.

The employer may use this opportunity to do any of the following:

- Obtain a better explanation of the violations cited;

- Obtain a more complete understanding of the specific standards that apply;
- Negotiate and enter into an Informal Settlement Agreement;
- Discuss ways to correct violations;
- Discuss problems concerning the abatement dates;
- Discuss problems concerning employee safety practices;
- Resolve disputed citations and penalties, (thereby eliminating the need for the more formal procedures associated with litigation before the Review Commission); and
- Obtain answers to any other questions it may have.

An employer is encouraged to take advantage of the opportunity to have an Informal Conference if it foresees any difficulties in complying with any part of the citation. **Please note, however, that an Informal Conference must be held within the 15 working day Notice of Intent to Contest period and will neither extend the 15 working day contest period nor take the place of the filing of a written notice if the employer desires to contest.** Employee representative(s) have the right to participate in any Informal Conference or negotiations between the Regional Administrator or Area Director and the employer.

If an employer agrees that the cited violations exist, but it has a valid reason for wishing to extend the abatement date(s), it may discuss this with the Area Director in an Informal Conference. He or she may issue an amended citation that changes the abatement date prior to the expiration of the 15 working day period without the employer filing a Notice of Intent to Contest.

If an employer does not contest within 15 working days, its citation will become a final order not subject to review by any court or agency. After this occurs, the OSHA Area Director may continue to provide the employer with information and assistance on how to abate the hazards cited in its citation, but may not amend or change any citation or penalty which has become a final order. The Area Director may only advise the employer on abatement methods or extend the time it needs to abate the violation. **(See Petition for Modification of Abatement.)**

Whenever an informal conference is requested by the employer, by an affected employee, or by the employee representative, the parties shall be afforded the opportunity to participate fully. If either party chooses not to participate in the informal conference, that party forfeits its rights to be consulted prior to decisions being made which affect the citations. If the requesting party objects to the attendance of the other party, separate informal conferences may be held. During the conduct of a joint informal conference, separate or private discussions shall be permitted if either party so requests. Informal conferences may be held by any means practical.

How Does An Employer Contest Citations?

If the employer wishes to contest any portion of its citation, a Notice of Intent to Contest must be submitted in writing within 15 working days after receipt of the Citation and Notification of Penalty even if the employer has orally stated its disagreement with a citation, penalty, or abatement date during a telephone conversation or an Informal Conference.

The Notice of Intent to Contest must clearly state what is being contested— the citation, the penalty, the abatement date, or any combination of these factors. In addition, the notice must state whether

all the violations on the citation, or just specific violations, are being contested. (For example, “I wish to contest the citation and penalty proposed for items 3 and 4 of the citation issued June 27, 1990.”)

The employer’s contest must be made in good faith. A contest filed solely to avoid responsibilities for abatement or payment of penalties will not be considered a good-faith contest. A proper contest of any item suspends an employer’s legal obligation to abate and pay until the item contested has been administratively resolved. If the employer contests only the penalty, it must still correct all violations by the dates indicated on the citation. If only some items on the citation are contested, the other items must be corrected by the abatement date and the corresponding penalties paid within 15 days of notification.

After the employer files a Notice of Intent to Contest, its case is officially in litigation. If the employer wishes to settle the case, it may contact the OSHA Area Director who will give it the name of the attorney for OSHA handling your case. All settlements of contested cases are negotiated between the employer and the attorney according to the rules of procedure of the Occupational Safety and Health Review Commission.

What is the Contest Process?

If the written Notice of Intent to Contest has been filed within the required 15 working days, the OSHA Area Director forwards the employer’s case to the Occupational Safety and Health Review Commission. The Commission assigns the case to an administrative law judge who usually will schedule a hearing in a public place close to its workplace. Both employers and employees have the right to participate in this hearing which contains all the elements of a trial, including examination and cross-examination of witnesses. The employer may choose to represent itself or be

represented by an attorney. The administrative law judge may affirm, modify, or eliminate any contested items of the citation or penalty.

As with any other legal procedure, there is an appeals process. Once the administrative law judge has ruled, any party to the case may request a further review by the full Review Commission. In addition, any of the three commissioners may, on his or her own motion, bring the case before the entire Commission for review. The Commission’s ruling, in turn, may be appealed to the U.S. Court of Appeals for the circuit in which the case arose or for the circuit where the employer has his or her principal office.

What Other Steps Can An Employer Take?

Abatement dates are assigned on the basis of the best information available at the time the citation is issued. When an employer is unable to meet an abatement date because of uncontrollable events or other circumstances, and the 15 working day contest period has expired, the employer may file a Petition for Modification of Abatement (PMA) with the OSHA Area Director.

The petition must be in writing and must be submitted as soon as possible, but no later than 1 working day after the abatement date. To show clearly that the employer has made a good-faith effort to comply, the PMA must include all of the following information before it can be considered:

- Steps the employer has taken in an effort to achieve compliance, and dates they were taken;
- Additional time it needs to comply;
- Why it needs additional time;

- Interim steps the employer is taking to safeguard its employees against the cited hazard (s) until the abatement;
- A certification that the petition has been posted, the date of posting and, when appropriate, a statement that the petition has been furnished to an authorized representative of the affected employees. The petition must remain posted for 10 working days, during which employees may file an objection.

A PMA may be granted or opposed by the OSHA Area Director. If it is opposed, it automatically becomes a contested case before the Review Commission. If a PMA is granted, a monitoring inspection may be conducted to ensure that conditions are as they have been described and that adequate progress toward abatement has been made. Further information on PMAs may be obtained from the OSHA Area Office.

What About Variances?

In making a determination on a permanent variance, OSHA reviews the employer's evidence and, where appropriate, arranges a visit to the workplace to confirm the circumstances of the application. If the request has merit, OSHA may grant a permanent variance. Final variance orders detail the employer's specific responsibilities and requirements and explain exactly how the employer's method varies from the OSHA requirement.

The employer may also apply for a permanent variance from a standard if it can prove that its present facilities or methods of operation are at least as safe and healthful as those required by the OSHA standard.

If the employer is unable to comply with a newly promulgated standard because of the unavailability of materials, equipment, or professional or

technical personnel, it may apply to OSHA for a temporary variance from the standard.

To be eligible for a temporary variance, the employer must put into force an effective program for coming into compliance with the standard or regulation as quickly as possible. In the meantime, the employer must demonstrate to OSHA that all available steps are being taken to safeguard employees.

A temporary variance may be granted for up to 1 year; it can be renewed twice, each time for 6 months.

Please note, however, that whenever an employer applies for either a temporary or a permanent variance, he or she must inform employees of the application and of their right to request a hearing.

What Can Employees Do?

Employees or their authorized representatives may contest any or all of the abatement dates set for violations if they believe them to be unreasonable. A written Notice of Intent to Contest must be filed with the OSHA Area Director within 15 working days after the employer receives the citation.

The filing of an employee contest does not suspend the employer's obligation to abate.

Employees also have the right to object to a PMA. Such objections must be in writing and must be sent to the Area Office within 10 days of service or posting. A decision regarding the PMA will not be made until the issue is resolved by the Review Commission.

What About Follow up Inspections and Failure to Abate?

If an employer receives a citation, a follow up inspection may be conducted to verify that it has done the following:

- Posted the citation as required,
- Corrected the violations as required in the citation, and/or
- Adequately protected employees and made appropriate progress in correcting hazards during multi step or lengthy abatement periods.

In addition to providing for penalties for failure-to-post citations and failure-to-abate violations, the OSH Act clearly states that the employer has a continuing responsibility to comply with the OSH Act and assure your employees of safe and healthful working conditions. Any new violations discovered during a follow up inspection will be cited.

To achieve abatement by the date set forth in the citation, it is important that abatement efforts be promptly initiated.

What If There Appears to Be Employer Discrimination?

The OSH Act prohibits employers from discharging or otherwise discriminating against an employee who has exercised any right under this law, including the right to make safety and health complaints or to request an OSHA inspection. Complaints from employees who believe they have been discriminated against will be investigated by OSHA. If the investigation discloses probable violations of employee rights, court action may follow.

Employees who believe they have been discriminated against must file their complaints within 30 days of the alleged act of discrimination. To obtain further information on this matter, employees may contact OSHA and inquire about Section 11(c) procedures.

What About Providing False Information?

All information reported to OSHA by employers and employees must be accurate and truthful. Providing false information on efforts to abate cited conditions or in required records is punishable under the OSH Act.

What Other Help Does OSHA Provide?

Voluntary Protection Programs (VPPs)

The Voluntary Protection Programs (VPPs) are designed to recognize and promote effective safety and health program management. In the VPP, management, labor, and OSHA establish cooperative relationships at workplaces that have implemented strong programs.

Sites approved for VPP's Star, Merit, and Demonstration programs have met, and must continue to meet, rigorous participation standards. Benefits of VPP participation include improved employee motivation to work safely, leading to better quality and productivity; lost workday case rates that generally are 60 percent to 80 percent below industry averages; reduced workers' compensation and other injury- and illness-related costs; positive community recognition and interaction; further improvement and revitalization of already good safety and health programs; and partnership with OSHA. VPPs and onsite consultation services, coupled with an effective enforcement program, expand worker protection to help meet the goals of the OSH Act.

For additional information about the VPP, contact the VPP Manager in your OSHA Regional Office.

S&H Arbitration Awards

Procedures Required for BMC's Medical Emergencies

The Postal Service's failure to have emergency procedures for situations involving first aid, accidents, heart attacks, etc. and to distribute these procedures to employees at the Philadelphia BMC violated the National Agreement, according to a ruling by Arbitrator Tanner. The arbitrator ordered that the union and management jointly write up a set of procedures for medical emergencies and jointly request from headquarters that a medical unit be established in the BMC facility "pointing out the industrial nature of the work place and its recent experiences with problems of medical assistance response rates."

This case arose on October 15, 1994 after a mail handler started coughing in the restroom of the Philadelphia BMC and began bleeding profusely from her mouth and nose. Several co-employees assisted her and were splashed with her blood. Forty-five minutes later two emergency personnel arrived with a stretcher and took her to the hospital. The employee subsequently died on November 1, 1994. The witnesses who attempted to assist the employee made statements indicating that there was insufficient help at the BMC for this emergency, no one knew what to do, no medical equipment was available, and valuable time was lost. Though the BMC had a medical unit on site approximately 10 years ago, the Postal Service then abolished all medical units throughout the country. Though several employees were exposed to blood from the ill employee, they did not receive prompt medical attention after the exposure and were not given blood tests until approximately October 29, 1994.

A union steward testified that accident reports on the incident were not completed until October

22 and since the incident, management had not put emergency procedures into place.

The union argued that the Postal Service violated Article 14 by not providing safe working conditions for the BMC employees. In addition, it asserted that management did not comply with directives requiring that employees who come into contact with human blood should be examined by a physician and be cleared before returning to work. To support this assertion, it cited a December 29, 1987 directive relating to the Handling of Biological and Infectious Materials and the BMC Exposure Control Plan as well as OSHA's blood borne pathogens standard which indicated that exposure could lead to infection from hepatitis B (HBV) or human immunodeficiency virus (HIV) which causes AIDS. Under OSHA's standard, the union argued, management was obligated to tell employees what to do if an exposure incident occurs. The union's grievance sought corrective action including: 1. Management of the BMC to go on record requesting that a medical unit be established at the BMC; 2. Management meet with the union to agree on procedures designed to provide employees with immediate medical attention in emergencies; and 3. An employee who assisted the ill employee to be paid a cash payment of \$100 for the safety violation.

The Postal Service contended that there was no contract violation and the issue of providing a medical unit can only be addressed by postal headquarters. The Manager of Distribution Operations testified that while an employee who assisted the ill employee should be commended for her first aid efforts, paying her \$100 would not be appropriate. He indicated that the employee who assisted the ill employee was presently employed as a nurse with the Postal Service.

The arbitrator said that management had an

obligation to employees who assisted the ill employees and were splattered with blood to have them tested immediately. However, testing did not occur until two weeks later, she found. Moreover, she said that unrefuted evidence established that there were no procedures in place to handle an emergency and that “[c]learly there is a need for a set of procedures to be followed.” She observed that the BMC is an “industrial setting with heavy equipment, forklifts, tractor trailers, mechanized equipment and other potential sources of injury.” She said that drafting procedures for emergencies “should be a subject for the Safety Committee and the Labor Management Cooperation Committee.” Arbitrator Tanner found that employees who witnessed the ill employee felt helpless and that “[i]f for no other reason than morale and productivity, Management should be interested in re-establishing a medical unit or have medical assistance readily available.” The arbitrator declined to award \$100 to the employee who assisted the ill employee because she said she believes that “as a health care professional, [she] would relinquish the monetary payment in favor of seeking meaningful emergency procedures in place, as well as the establishment of a medical unit or another emergency arrangement.” (*AIRS #28720 -USPS # C90C-1C-C 95032356; 2/5/98*)

Lack of Air Conditioning Violated NA

The Postal Service’s failure to maintain an appropriate temperature standard in the Joliet, Illinois Post Office, because of the lack of air conditioning, violated the National Agreement, Arbitrator Nathan ruled. He ordered that management immediately remedy the violation by installing an air conditioning system in the facility.

Though central air conditioning had been installed in the Joliet Post Office since 1966, the main floor was subdivided and a wall was erected which separated the postal facilities from the rest of the floor in 1991. As a result, the cooling system was isolated from the postal facilities and

the working side of the window area was blocked off from any air flow or outside ventilation. The only air conditioning was a small very old window unit which was located at least 60 feet away from the window area and was operating at 2% efficiency. The undisputed evidence established that during the summer of 1991, air temperatures in the downtown Joliet station went above 90 degrees on at least one occasion and were between 80 and 90 degrees on several other days. As a result of excessive heat, two employees became ill. After a grievance was filed in 1991 challenging the lack of air conditioning, fans were installed but they merely circulated the hot air.

The Postal Service filed an answer to the grievance stating that the facility would be vacated. However, the facility was not vacated and the condition continued into the summer of 1992 when a safety inspection was conducted by a regional safety engineer. The safety engineer stated in his report that there was inadequate cooling at the facility, no drinking water, no access for handicapped persons, inadequate access to toilet facilities, peeling lead-based paint and possible asbestos exposure due to loose flooring. It recommended that abatement of these conditions be accomplished in an expeditious manner. The local union president testified that management had promised that new air conditioners would be installed but that nothing had been done by the time of the hearing. Maintenance Series Handbook MS-49, Energy Conservation and Maintenance Contingency Planning, requires that HVAC systems be set so that inside temperatures in working areas regularly occupied range from 65 degrees in the cold months to 78 degrees in the warm months. In addition, a 1982 letter from the Assistant Postmaster General, Labor Relations Department, to the President of the APWU stated that it was the intent of the Postal Service to maintain the temperature at all facilities as close as reasonably practicable to a heating maximum of 65 degrees and a cooling minimum of 78 degrees.

The Senior Safety Specialist for the South Suburban District testified that no postal safety

standards or rules require that existing facilities be air conditioned. According to this witness, the MS-49 Handbook addresses the setting of thermostats and does not require that all facilities have air conditioning. He asserted that in normal postal operations, the absence of air conditioning should not result in safety and health problems for a normal healthy person. The postmaster at Joliet testified that since taking over this position in February 1994, he spoke with the union repeatedly about the situation and agreed to install a larger air conditioner in the back area, would provide employees with drinking water, and was checking for lead paint. He further stated that he was informed that renovation of the post office would occur once the project was open for bidding.

The union argued that the Postal Service's actions violated Article 14 of the National Agreement as well as Section 811.4 of the ELM. It asserted that the unsafe conditions have existed with management's knowledge for more than three years and that management has not remedied the problem despite its safety inspector's recommendation.

The Service countered that though it has responsibility to provide safe working conditions, the provision of air conditioning is not part of this requirement. It argued that "[w]hile there may be some discomfort due to the absence of air conditioning, there has been no evidence that mere discomfort rises to the level of unreasonable working conditions." In addition, management contended that new local management has agreed to renovate the premises and plans are underway for this project.

Arbitrator Nathan rejected the Service's arguments. He stated that the Postal Service had "misse[d] the thrust of a collective bargaining agreement, and certainly the intent of Article 14." He cited the fact that employees became ill because not only did the building lack adequate air conditioning but because the flow of the air was completely cut off. The arbitrator further stated that in any event, regulations covering the Postal

Service "do require a general environment of 78 degrees in the summer in regularly occupied working areas, subject to temporary and minor variations" and management has acknowledged this requirement since 1982.

Arbitrator Nathan then found that the Service's own safety specialist "concluded that the lack of cooling, along with a number of other unconscionable conditions (lack of drinking water!), resulted in unsafe and unhealthy conditions." He indicated that though management suggested that plans were underway for a move or renovation of the facility, "it is not unreasonable [given the fact that no changes had been made over three years] for the Union and the arbitrator to express some skepticism regarding the Postmaster's testimony that plans are being put out to bid."

He then determined that "management must take immediate action to alleviate the health and safety threat to the employees working in the Joliet Downtown Station." He directed that a small air conditioner with 2% functionality be replaced with a unit as powerful as necessary to cool the working area of 55 feet long and 20 feet wide. In addition, he ordered that duct work be placed from the air conditioner to the front of the station to cool the window area. (*AIRS #23017 - USPS #C7C-4L-C 35592; 7/8/94*)

Safety Violation Existed Due to Exposure to Sealant

The Postal Service violated the National Agreement by exposing employees to fumes from a sealant used on the workroom floor, according to a ruling by Arbitrator Klein. She ordered that the Service cease and desist in allowing employee "exposure to fumes" but denied a request for restoration of sick leave.

This case arose after a contractor sprayed a sealant called "Polyseal 4 in 1" on the concrete floor in a work area. The Material Safety Data Sheet (MSDS) indicated that the substance

contains “solvent naphtha, chlorinated hydrocarbon and carbon tetrachloride” and lists these items as “hazardous components” which may result in “eye irritation, skin irritation and sensitization.” Symptoms of exposure are listed as “headaches, dizziness, drowsiness, depression of central nervous system, mild to severe pulmonary injury and possible death.” Employees in a LSM work location noticed an odor from the construction area and experienced symptoms including eye and throat irritation, nausea, headaches, dizziness and breathing problems. The contractor had left two doors open to the workroom floor and the vapors from the sealant seeped into this area. After management was advised of the situation, the doors were closed and fans were set up to increase ventilation and air circulation. Employees were permitted to leave the building and remained outside for 45 minutes when they were directed to return to work. Several of them complained about the fumes and seven employees requested to go home due to exposure to the substance. Employees who went home were instructed to use sick leave to cover their absences.

The union filed grievances on behalf of four employees who went home sick because of the fumes and another employee who was exposed to the fumes. Both grievances cited violations of Article 14 and at Step 2, a violation of Article 19 and requested that sick leave be recredited to the employees who had used it.

The Postal Service argued that the grievances were in arbitrable because they involved an alleged job-related injury which is not subject to arbitral review. It asserted that OWCP has exclusive jurisdiction over such matters and an arbitrator lacks authority to restore sick leave in this case. In addition, the Service contended that unsafe working conditions did not exist under the circumstances. It cited the fact that of 100 employees that were on duty, only seven employees went home following exposure to the fumes. Moreover, the Service argued that procedures were taken to ventilate the area before

spraying and as soon as management was notified that a problem existed, employees were allowed to leave the work area and additional ventilation was provided.

The union contended that these grievances arose under Article 14 and therefore the Postal Service should not attempt to assert that this involves an OWCP matter. It argued that the employees were exposed to hazardous materials and suffered adverse reactions. The union maintained that management should have moved the employees out of the affected area before the product was applied based on their knowledge of the hazardous components and the potential for severe reaction. It sought restoration of sick leave used by the grievants.

The arbitrator found that both grievances were initiated as safety and health complaints under Article 14 and they clearly cite exposure to fumes as the basis for an allegation of an unsafe working condition. She determined that since “the essence of these grievances relates to safety and health as well as Management’s responsibilities under the terms of Article 14,” they are arbitrable.

Arbitrator Klein then concluded that “[i]n accordance with its responsibility to provide a safe working environment, Management should have known from reviewing the MSDS on Polyseal 4 in 1 that a potential for eye, skin and respiratory problems existed due to the list of ‘hazardous components’ and the ‘health hazard data.’” She then found that postal employees should have been moved out of the area before the sealant was applied and should not have been required to return to the same work area and again be exposed to the fumes. Based on testimony from a safety specialist, Arbitrator Klein determined that employees were exposed to the fumes for approximately two hours before the odor and the potential for side effects were minimized. She rejected the Service’s argument that since only seven employee requested to go home, conditions were safe. Accordingly, she ruled that a violation of Article 14 existed in this case. However, the arbitrator declined to recredit sick leave on the

basis that OWCP has sole jurisdiction over work-related injuries. (*AIRS #24867-68 - USPS #D90C-4D-C 92017805/92017813; 10/23/95*)

Overloading Bulk Mail Containers Violated NA

The Postal Service's practice of allowing mailhandlers to overload over-the-road Bulk Mail Containers (BMCs) up to the top of the containers constitutes a violation of Article 14, Arbitrator Marlatt ruled. He directed that supervisors will instruct mailhandlers that loading of BMC OTR containers should not exceed 12" from the top of the container, even if they consist of light-weight items.

This case arose as a result of motor vehicle drivers' complaints that mailhandlers are loading BMCs up to the top and sometimes over the top making it hazardous for drivers to take the BMCs onto and off of truck beds. The evidence established that BMCs weighed 385 pounds empty and have a maximum cargo load of 1500 pounds. Postal officials testified that mailhandlers are instructed not to load more than 48 sacks into a BMC and a full loaded mail sack weighs up to 35 pounds. Drivers testified that BMCs are overloaded at the top so that the view ahead is blocked and are therefore exposed to injury while pushing a container. The Postal Operations Manual PO-502 at Section 241.62 states that an employee must never overload a BMC OTR and heavy or dense pieces of mail should never be loaded beyond the halfway point in a container. In addition, there is a label attached to each container 12 inches from the top reading "maximum sack load height to this line." The Postal Safety manager testified that this line is not a safety precaution but is intended to facilitate automated unloading at Bulk Mail Centers.

Arbitrator Marlatt found that testimony of the drivers "appears credible that the containers are being overloaded and that such overloaded creates a safety hazard." He found that "[u]nder the regulations in the PO-502 quoted above,

heavy loads such as mail sacks should not extend beyond the halfway point in the container, and it is not unreasonable that lighter loads should stop twelve inches from the top to give the drivers better visibility and lower the center of gravity." (*AIRS #15852 - USPS #S7V-3V-C 9468; 3/13/90*)

Hazards in Welding and Paint Storage Areas Ordered Abated

The Postal Service's storage of paint 50 feet from welding areas and use of welding screens with holes and without ventilation at bottom constituted potential safety hazards which should be corrected, according to a ruling by Arbitrator Stephens. He ordered that a safety specialist inspect the screen and paint storage areas and correct hazards.

The union filed a grievance alleging eight violations of Article 14 including painting in the middle of the shop area; using toxic glues and polyurethane in the carpenters' area where no exhaust exists; a severe noise factor vibrating off of the walls; inadequate lighting in the tool and parts room; arc welding in the shop without protective covering around the area; cluttered scrap metal in the shop; dirty unclean shop area; and 55 gallon drums outside in an exposed area. It asserted specifically that toxic materials and paint were stored less than 50 feet from where welding is being performed and use of screens around the welding area with holes in them which would allow sparks to pass through and ignite flammable paints and contact cement used in the carpenter shop. The union argued that it had filed several Form 1767s citing these safety problems and these alerts were ignored by management.

The Postal Service contended that the union failed to meet its burden of proving that a violation existed. It asserted that there were no standards introduced to support the claimed violations. In addition, the union failed to supply light or noise readings for its complaint about inadequate lighting and excessive noise. Moreover, 55 gallon drums

stored outside contained floor wax and there is no rule against storing such sealed drums outside. Also, it asserted that there was nothing more than a normal amount of dust. Its safety specialist testified that screens in the welding area meet the regulations for such use and that paint or toxic chemicals stored in the carpenter area are for daily use only and that most paint is stored in the paint room.

The arbitrator found that the union failed to meet its burden of proving that there was inadequate lighting and the paint room has an exhaust hood. However, he credited testimony of a carpenter that he paints items in the middle of the shop area and if spraying is done using oil based paint, it might present a hazard in proximity to the welding area. He determined that contact cement was being applied in areas where there was adequate air conditioning and ventilation and this condition did not present a hazard. In addition, the arbitrator found that OSHA had recently inspected the area for noise problems and found that noise levels were within acceptable levels.

Arbitrator Stephens concluded, however, that screens used in arc welding contained holes and came down all the way to the floor rather than providing at least two feet of adequate ventilation from the floor level. He thus ordered that a safety specialist look at the screen arrangement to determine if it met safety regulations. He also found that the carpenter stores paint and glue in a metal cabinet 45 to 50 feet from the edge of the welding area and any potential hazard from this condition should be corrected. (*AIRS #400730 - USPS #S4T-3W-C 60234; 9/13/88*)

Security Measures Ordered for Unsafe Conditions

Unsafe conditions at a postal facility warrants ordering extensive security measures, Arbitrator Jacobs ruled. She ordered that remedial changes be implemented including installation of an electronic security gate at the entrance of the facility's parking lot; hiring sufficient security guard/

guards to cover all the hours employees are at the premises and the facility is open for business; erection of a bullet-proof partition in the window service area; installation of surveillance cameras in appropriate places; and provision of adequate light in the parking lot if it is not available.

This case arose at the Santurce, Puerto Rico postal facility. The union and management stipulated that the post office is located in a very dangerous area. The union argued that derelicts, drug addicts, prostitutes, beggars, and carjackers were operating in the area of the Santurce station. Employees had been subjected to attacks, armed assaults, carjackings and kidnappings and their personal vehicles were exposed to damage and theft. The union asserted that these unsafe conditions had existed since 1987 and the station should be relocated as expeditiously as possible. In the interim, the union maintains that an electronic gate should be placed in the parking area, security guards should be used and bullet-proof glass should be installed.

The Postal Service countered that it has begun a program of relocating the Santurce station, but that funding problems had prevented new construction until recently. It asserted that this project will take two to three years to complete and that the short term solution is to erect an electronic gate. Management further contended that it has therefore not been negligent in meeting its obligations and in any event, security problems can exist in any facility.

The arbitrator ruled that the union succeeded in meeting its burden of proving that a violation existed. She agreed with the union's contentions that "the record warrants a finding that nothing has been done in the short or the long term to remedy the problem since 1987; that help is needed immediately." She found that "although Management was not wilfully and deliberately negligent in responding effectively to employee complaints about their working conditions nor is it unmindful of its contractual obligation under Article 14 of the Collective Bargaining Agreement to provide safe working conditions in all present and

future installations and to develop a safe working force, it has thus far done nothing to turn things around.” Arbitrator Jacobs found that “the concerns of the Union for the lives and safety of its members cannot wait until Management is ready to deal with the problem years down the road” and that “[i]t is an implied obligation on Management growing out of Article 14 to correct the existing problems as expeditiously as possible and imminent-danger situations must be given top priority.” She therefore directed that immediate relief be provided including installation of an electronic security gate, hiring sufficient security guards, erection of a bullet-proof partition in the window service area, installation of surveillance cameras, and provision of adequate lighting in the parking lot. (*AIRS #24621 - USPS #A90C-4A-C 93052707/93380; 6/8/95*)

Safety Captain Program Found to Violate NA

The use of a Safety Captain Program to discuss and settle safety and health issues with management representatives violated the National Agreement, according to a ruling of Arbitrator Witney. He ordered that the Postal Service cease and desist from using the program in this manner.

The Safety Captain Program, which was instituted by management, involved craft employees who volunteer as safety captains in each of the eleven units of the Cincinnati BMC. The program, which was in existence since 1977, involved the promotion of safety awareness in work areas by having safety captains assist employees to recognize safety hazards and report these hazards to supervision. However, the union president testified that in 1985 the program changed so that safety captains met with management representatives to discuss and settle safety issues on a monthly basis. The union did not have any input in this new program. The union subsequently filed a grievance challenging Safety

Captains’ representation of bargaining unit employees in meetings with management representatives.

The union argued that the items presented and discussed at these meetings are contractual matters as defined by Article 14 and no contractual foundation existed for Safety Captain meetings used to discuss and resolve these matters. It contended that Safety Captains are not certified by the union to represent bargaining unit employees. The union further asserted that the proper forum for issues discussed in the Safety Captains’ meeting was the Safety and Health Committee.

The Postal Service contended that the Safety Captain Program has not been used in lieu of the Safety and Health Committee and therefore there was no violation of Article 14. Moreover, it asserted that the union was required to cooperate with it in order to provide safe working conditions, and the Safety Captain Program was intended to meet this objective.

Reviewing the minutes of the Safety Captain meetings of February, March, April and July 1985, the arbitrator found that items discussed and resolved in the meetings held with management representatives were clearly related to employee safety and health. He then determined that the Safety Captain program violated the terms of Article 14. He cited the fact that with the exception of individual grievances, “all matters relating to safety and health fall within the exclusive jurisdiction of [the Safety and Health Committee] for discussion and settlement.” Moreover, “[i]n no way does Section 5 [of Article 14] contemplate the establishment of a rival program for the discussion and settlement of safety and health issues,” the arbitrator said. In addition, “the sense of Article 14, contained in nearly seven pages of the National Agreement, militates against Management’s unilateral establishment of a program which competes, supplements, or diminishes the operation of the Safety and Health Committee.”

The arbitrator further reasoned that “Article 1

states that the Union is recognized by the Employer as *the exclusive bargaining agent and representative* of all employees in the bargaining unit in all matters of the National Agreement, including issues of safety and health.” Therefore, “[c]learly, to the extent that Safety Captains discuss and revolve safety issues with Management, they improperly serve as the bargaining representative of employees” and “[i]n that way, the Safety Captain program interferes with and diminishes the capability of the Union to serve as the exclusive bargaining agent of the employees of the facility,” according to the arbitrator.

Arbitrator Witney also cited provisions of the ELM to support his conclusions. “Section 814.1 c of the ELM provides employees with the right to consult with Management through appropriate employee representatives on safety and health matters,” the arbitrator said. “Given that clear and unambiguous license,” he observed, “the Union and only the Union constitutes the legitimate representative of the employees for safety and health matters.” Moreover, Section 816 of the ELM requires the establishment of joint labor-management safety and health committees which are to function in accordance with collective bargaining agreements. “These committees, including the local Safety and Health Committee at the Cincinnati BMC, perform the exclusive function for the discussion and determination of safety and health matters,” the arbitrator stressed.

Arbitrator Witney then concluded that “[b]y authorizing the discussion and settlement of safety issues by Safety Captain meetings with Management, the Employer violated Article 14 of the National Agreement and the material provisions of the Employee and Labor Relations Manual.” “Under these terms, the Joint Safety and Health Committee has the exclusive jurisdiction to discuss and settle matters of safety and health,” according to the arbitrator. (*AIRS #10181 - USPS #C4T-4F-C 7516; 8/6/86*)

Failure to Provide Hazardous Materials Training Violated NA

The Postal Service’s failure to provide training in hazard identification and proper handling of hazardous materials to OCR and LSM operators and all occupationally exposed Clerk Craft employees violated the National Agreement, Arbitrator Baldovin ruled. He ordered that management fully implement the Bloodborne Disease Exposure Control program and Standard Operating Procedures for Hazardous Materials, Spills or Leaks.

This case arose in the Manasota, Florida facility. During OCR operations, the grievant and another operator discovered a jam in the stacker assembly. The grievant removed an envelope marked “clinical specimen” that was causing the jam and noticed that it was torn open and a wooden stick was protruding from it. The envelope also was marked “Use Universal Precautions.” The supervisor was informed of the situation and he instructed the employees to wash their hands. In addition, alcohol was sprayed in the immediate area where the jam occurred. The supervisor called the mailer of the envelope and found that it contained a fecal sample that was being sent to a local laboratory. The grievant and the other operator requested that management disinfect the entire OCR, but management wanted to operate the machine after only cleaning the area of the jam. After they had a lengthy discussion with management, it was agreed that the OCR would be completely disinfected. The grievant contended that the letter was not properly identified as being hazardous materials and should not have been processed through automated and mechanized equipment.

The union asserted that mail processors should be given hazardous materials training and any hazardous materials should be identified. It argued that management was not in compliance with Article 14.8.D, the Bloodborne Disease Exposure Control Plan, and the Hazardous Materials Spill or

Leak Standard Operating Procedures. The union argued further that LSM operators are merely instructed that if they discover a spill or anything else they cannot identify they should leave it alone and contact their supervisor. It contended that clerk craft employees should receive training that will allow them to recognize potentially hazardous materials. The Postal Service countered that the normal clerk is not at a high risk of exposure and only needs to know to back off and call a supervisor if a package breaks open.

The arbitrator reasoned that the issue was whether employees are occupationally exposed to potentially hazardous materials and OCR operators are occupationally exposed even though that exposure may be infrequent. He then found that though management in Manasota, Florida had a Bloodborne Pathogen Standard Exposure Control Plan, the plan was merely posted on the bulletin board and appropriate instruction and training were not given to exposed employees. The arbitrator determined that the Postal Service had not met its obligation of training employees upon initial assignment and annually thereafter, as required by the Bloodborne Disease Standard Exposure Control Plan, the Standard Operating Procedures for Hazardous Materials, and Article 14.8.D's requirement to establish a program of promoting safety awareness through communication and/or training. He found also that the Postal Service did not comply with the Exposure Plan by writing an incident report, evaluating it, taking steps to prevent future occurrences where possible, and offering appropriate vaccinations to employees such as the grievant and his co-worker. Arbitrator Baldwin stressed that "[l]ocal handling procedures must be established to minimize hands-on contact with mailed *medical wastes and similar items*" and "[w]here it is known to Management that particular identifiable biological materials are being processed through the local mail facility, occupationally exposed employees, should, at a minimum be made aware of the appearance of the packaging so as not to inadvertently come in

contact with the contents thereof." (AIRS #24705 - USPS #H90C-1H-C 93046894; 8/7/95)

Congested Dock Constituted Safety Hazard

The Postal Service's failure to maintain safe working conditions on a dock and on stairwells constituted a violation of the National Agreement, according to a ruling by Arbitrator Cannavo. The arbitrator directed that the Service respond to all future 1767s, maintain safe working conditions including conditions free from congestion on the dock, keep stairwells clear, and refrain from the use of powered equipment on the dock when there is congestion.

Motor Vehicle employees at the Queens P&DC filed PS Form 1767s, Reports of Hazard, Unsafe Condition or Practice forms, with management in September 1996 because of conditions on the Dispatch Platform on Tour 1 at the facility. The reports complained of heavy congestion of mail, mail pallets and BMC Post Cons, blocking of exit stairwells, excessive movement by personnel tow motors, fork lifts and sidewinders in congested areas. They complained of the possibility that severe accidents might occur due to employees moving postal equipment through congested areas. When there was no management response to the reports, six grievances were filed in which the union requested that the bulk mail operation be moved, stairways be unblocked, employees be permitted to work in safe working conditions, and the area be unblocked so that employees could move freely around the dock area.

Several Motor Vehicle Operators testified about unsafe conditions on the platform. One employee offered a description of an operation on the platform which created unsafe conditions for unloading trucks. He said that mail handlers were performing a ring operation on the dock which involved using power equipment, including tow motors, power jacks, big joes and floor jacks, and

drivers had to avoid this equipment as well as BMCs and Post Cons while unloading. He also said that stairs were always blocked by floor jacks, BMCs and Post Cons. He indicated that in September 1996 there was construction on the other side of the platform and that drivers had to wait for an open bay between midnight and 2:30 AM seven days a week. He indicated that injuries could occur because of the limited space and the Service does not give safety talks regarding loading and unloading vehicles or how to conduct yourself on the dock. A steward testified that the Postal Service never responded to the 1767s filed by the employees, though Postal procedure was to give an answer immediately. Another steward indicated also that he spoke to the Supervisor of Safety but that this individual merely responded that there was no where for the work to be moved despite the congestion.

The Service's Safety Specialist testified that though there was congestion on the platform because of construction, the Postal Service banned powered equipment since it was crowded. The Service's response to the grievance at Step 1 was that due to ongoing building repairs and limited space, a bull pen operation was moved to the platform area which was being watched by supervisors in charge and no industrial powered equipment was being used on the platform to avoid the chance of an accident. The Safety Specialist testified that the breakdown operation had been moved as of January 1998.

The union argued that the Service was in violation of Articles 14, 19, and 39 of the National Agreement. It asserted that Tractor Trailer drivers are forced to contend with a bull pen/ring operation where mail handlers have containers on the dock and break down mail where drivers back in their vehicles. The union argued further that the driver's Post Cons and the ring operations block the dock. It maintained also that witnesses also observed motorized equipment being used on the dock. The union contended that these conditions constituted unsafe working conditions that employees reported, but the Service refused to

respond or investigate these matters.

The Postal Service countered that though the dock area was congested, it did not cause unsafe working conditions. It cited the fact that there were no industrial accidents during the time of this grievance, and the Safety Specialist did not find that there were unsafe conditions. The Service further argued that while the bull pen operation was being worked, drivers were not unloading their vehicles. In addition, it asserted that the bull pen has now been relocated to the workroom floor and the Safety Specialist found no blocking of stairs and industrialized equipment being used when he made his visit.

Citing provisions that are intended to provide an expedited form of redress for safety violations, the arbitrator said that the language of Article 14 is "clear and unambiguous" and "reflects the seriousness with which the Parties take the issue of health and safety." He then found that despite six drivers' reports of a congested dock area and a steward's talk with a supervisor, management did not take any action on these safety complaints. "An immediate investigation was not conducted; corrective action was not taken, even though there was an acknowledgment by Management that there was congestion" and "[f]urthermore, no written report was generated and no response was made to the 1767," the arbitrator said. "There is no doubt that the failure of Management to respond to the shop steward's inquiries and the 1767s was a direct violation of Article 14 Section 2 of the National Agreement," the arbitrator held.

The arbitrator rejected the Postal Service's assertion that since the Safety Specialist found no safety hazard, there were no unsafe working conditions. He agreed with the union's witnesses that they need not have safety training in order to determine that an unsafe working condition exists. He then found that the "weight of the evidence establishes that although powered equipment may have been banned on the congested dock, it was, in fact used." He also found that the Service did not provide a safety talk regarding procedures to be used in congested areas, though its Safety

Specialist indicated that such a safety talk would be important in order to ensure that employees were more careful. The arbitrator further disagreed with the assertion that since no industrial accidents had been reported, there were no unsafe working conditions. The drafters of Article 14 did not intend that the parties wait for an accident to occur to determine whether a safety hazard exists, the arbitrator said. He found also that the fact that much of the congestion has been removed did not render the grievances moot. (*AIRS #28947 - USPS #A94V-1A-C97031901; 3/18/98*)

Accident Prevention Program Ruled Contract Violation

The Postal Service's institution of an accident prevention program entitled "The Eagle S.O.A.R.S." constituted unilateral action in violation of the National Agreement, according to a ruling by Arbitrator McCabe. The arbitrator also ruled that the program violated the Privacy Act. He ordered that the Postal Service cease and desist from implementing the program.

A Senior Labor Relations Specialist from the Triboro District of New York informed the President of the APWU's Flushing, N.Y. Local that the Postal Service was implementing an accident prevention program called "The Eagle S.O.A.R.S.". The program required that "employees observed committing unsafe acts will be issued an observation form and given immediate on-site training via corrective review of the infraction." It also involved placement of S.O.A.R.S. forms in unit folders, recording of the information being made at the local safety office, and retaining the forms also in the issuing supervisor's personal safety folder. The union subsequently initiated a grievance protesting the Eagle S.O.A.R.S. program.

The union argued that the accident program violated the Federal Privacy Act of 1974 and was implemented unilaterally without considering union input in violation of Article 5 of the National

Agreement. The Postal Service countered that in instituting the program, it was complying with its responsibilities under Article 14 of the National Agreement to provide safe working conditions.

The arbitrator held that the Postal Service was required to bargain with the union regarding any change in Article 14. In support of this contention, he cited Section 8(d) of the National Labor Relations Act referred to in Article 5 of the Agreement. That section prescribes that "to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment," according to the arbitrator.

He then found that the Eagle S.O.A.R.S. program was a change to Article 14 and therefore, cannot be unilaterally imposed but "must be negotiated at a National level."

The arbitrator further held that the Postal Service violated "the Federal Privacy Act by introducing a new system of forms . . . which are circulated to various levels of management and loosely controlled." (*AIRS #28597 - USPS #A94C-1A-C 97053564; 12/18/97*)

Directive Punishing for Safety Infractions Ruled Violation

A district-wide policy requiring that every violation of a safety rule will be punished by imposing discipline upon the offending employee violated the National Agreement, Arbitrator Hardin ruled. He ordered that the directive be rescinded with notice to all bargaining unit employees of this fact, and discipline imposed because of the directive be vacated and employees be made whole.

This case arose after the District Manager for the Suncoast District of Florida issued a January 22, 1996 directive to postmasters and plant managers that any violation of a safety rule or

procedure “will result” in disciplinary action. The instruction provided specifically that violations of safety rules, regardless of whether or not they result in accidents or injuries ““which display extreme carelessness by the employee will normally result in a suspension regardless of the employee’s past record of accidents/injuries.”” Violations of safety rules ““which display a lesser degree of carelessness. . . and with a past history of at-fault accident(s)””, according to the instructions, ““may warrant a suspension.”” With no past record, they continued, ““a letter of warning will be considered.”” The directive contained a paragraph which also stated in part that ““[d]isciplinary action must always be corrective in nature and never punitive; therefore, good objective judgment must be applied.””

The union grieved the policy and also filed an unfair labor practice charge against the Service. It then attempted unsuccessfully to present the grievance to management at Step One. When management failed to meet with the union, the local union president signed the Step Two appeal and delivered it to the Postal Service’s Step Two designee on or about February 1, 1996. On February 6, 1996, the local union’s vice president met with the Senior Labor Relations Specialist for the Suncoast District and the parties agreed that the grievance would cover all APWU craft employees in all Suncoast District offices represented by the Tampa Area Local. On February 14, 1996, these parties met again for Step Two proceedings. At that meeting, the Senior Labor Relations Specialist argued for the first time that the grievance was defective because there had been no Step One meeting. He also denied the grievance on the merits.

The union argued that management’s objection to arbitrability of the grievance lacked merit. It cited the fact that the local’s Clerk Craft Director had made many efforts to present the grievance at Step One but management failed to respond. Thereafter, the grievance was properly moved to Step Two in accordance with Article 15.4.c. Then addressing the merits, the union asserted that

the instructions violated the Agreement by restricting progressive discipline and other core principles of the just cause provision in Article 16, and by limiting the due process rights of employees under Article 16, including the right of employees to meet with first-line supervisors and resolve their grievance. In addition, the union argued that the instructions were in conflict with other provisions of manuals and with the Federal Employees Compensation Act.

The Postal Service countered that the grievance was inarbitrable because it had not been presented at Step One of the grievance procedure. It further argued that management was exercising its powers properly by issuing the directive in accordance with Articles 3 and 14 of the National Agreement. Moreover, management contended that the instruction did not conflict with Article 16’s requirements since it incorporated the requirement that discipline must be imposed on a case by case basis and must be corrective in nature.

The arbitrator ruled first of all that the grievance was arbitrable. He indicated that testimony by the local’s Clerk Craft Director that he attempted to present the grievance to four different supervisors at Step One was uncontroverted. Therefore, the union properly moved the matter to Step Two when the Postal Service failed to schedule a meeting within the time provided by the contract. In addition, the arbitrator said that the Postal Service had waived this argument because of the parties’ meetings between February 1 and 6 when the Senior Labor Relations Specialist gave his explicit agreement that this grievance could proceed as the pattern case. Moreover, he further reasoned that the Service was also estopped from raising this argument by its representations to the National Labor Relations Board, to obtain “Collyerization” of the charge, that it was willing to arbitrate this dispute ““notwithstanding any contractual time limitations for the processing of grievances””.

Turning to the merits, Arbitrator Hardin ruled that the directive effected unilateral changes in

established terms and conditions of employment, and violated Articles 16 and 3 of the National Agreement. He found that the memorandum setting out the instructions “standing alone, is strong evidence that [the] directive was intended to change the prior system of administering discipline for violations of safety rules.” He also found that testimony from witnesses of the union established that the directive actually resulted in an increase in the use of suspensions and other discipline to punish safety violations.

The arbitrator further determined that the directive was inconsistent with Article 16, Section 1 since “[t]he principle of progressive discipline requires that, in any instance where discipline is to be imposed, the least discipline that will be corrective must be imposed.” “. . . [J]ust cause requires that all discipline be tailored to the facts of the specific instance,” the arbitrator said. In this case, however, “[b]y requiring supervisors to impose advanced levels of discipline, suspension and loss of pay, in every instance of specified kinds of conduct (hitting fixed object, not fastening seat belt before vehicle moves),” the arbitrator continued, “the directive came into irreconcilable conflict with Article 16.”

The arbitrator rejected the Service’s argument that the directive did not conflict with Article 16 because of language in it providing that “[d]isciplinary action must always be corrective in nature and never punitive . . .” He cited the fact that this language follows “others which lay down firm rules” that are inconsistent with Article 16.

Specifically, the provision that violation of a safety rule “‘will result’” in disciplinary action “‘withdraws the traditional discretion of field supervision to withhold all discipline, or to conduct an official discussion, see Article 16, Section 2, in a case that is judged to be appropriate,’” the arbitrator said. Moreover, the provision that violations displaying “‘extreme carelessness will normally result in a suspension . . .’” “‘greatly diminishes — if it does not entirely eliminate — the discretion of field supervision to discipline through letters of warning, even when such letters would

be fully corrective,” according to the arbitrator.

The arbitrator then concluded that “Article 3 does not allow such a unilateral revision of the well-settled principles of just cause established by Article 16.”

Finally, Arbitrator Hardin granted the union’s requested remedy. Finding that the union’s Collyerized deferred unfair labor practice charge had merit, he stressed that “it seems both fair and desirable that the Award should contain the essential elements of the remedy which would be imposed by the NLRB under the Act.” He thus ordered that the Postal Service “cure its breach of contract by rescinding the directive, by notifying the employees that it has done so as directed by an arbitrator jointly chosen, and by making whole those adversely affected.” (*AIRS #27751 - USPS #H94C-1H-C 960359596; 9/12/97*)

Exposing Asthmatic Employee to Smoking Violated NA

The Postal Service violated the National Agreement by exposing an asthmatic employee in her work area to smoking by her postmaster and subjecting her to retaliation and discrimination for filing a grievance protesting smoking by her postmaster, Arbitrator Dean ruled.

The grievant was required to use 100 hours of sick leave when she suffered an asthmatic attack after being exposed to smoking by her postmaster. Her duties were substantially altered and duties associated with her bid job as a clerk typist were reassigned to another employee after she filed a grievance challenging the postmaster’s actions.

The union argued that the Postal Service violated its obligation to provide safe working conditions and subjected the grievant to vindictive retaliation for filing a grievance. The Service contended that the grievance was untimely filed, the postmaster had not actually smoked in the grievant’s work area, and there was insufficient proof that cigarette smoke actually caused the grievant’s asthmatic reaction. In addition,

management contended that there was no deliberate maliciousness on the part of the postmaster and he acted within his rights in assigning some of the grievant's duties to a Claims and Inquiry Clerk.

The arbitrator rejected management's arguments. He held that the Service waived its objections to untimeliness since it had not raised them in the earlier steps of the grievance procedure. He found the grievant's testimony to be more credible than the postmaster's and that the postmaster's hostility towards the grievant may have accounted for his smoking in a manner which failed to minimize the deleterious effects on the grievant. He also determined that the grievant's medical report and her testimony were sufficient to establish that the grievant's exposure to the postmaster's smoking caused an activation of her asthmatic condition. He further held that the Postal Service violated the Agreement, and the postmaster acted maliciously, by assigning the grievant's duties to another employee at another facility to which most operations were relocated. The arbitrator then ordered that the grievant have her sick leave restored, that she be reassigned to the new headquarters facility, and that management cease and desist from any future harassment of the grievant. (*AIRS #24722, 24723, 24724 - USPS C90C-4C-C 94055705/94058358/94063992; 8/9/95*)

Removal for Insubordination Set Aside for Safety Reasons

An employee's removal, for failing to follow a direct order/insubordination, was set aside by Arbitrator Klein.

The grievant, a distribution clerk, was casing mail when she discovered a "wet spot" on a piece of flat mail located in a container from which she had been working. She took the tray containing the flat piece to her supervisor and stated that since she did not know what the wet substance was, she did not want to handle the item. The

supervisor told the grievant that the spot was water and instructed her to proceed with her casing duties. When she refused to pick up the mail, he advised her of the consequences of non-compliance but she did not obey the order. The grievant indicated that she was afraid for her safety if she should come into contact with the substance on the mail and that she was not wearing waterproof gloves.

The arbitrator held that the grievant was denied due process since she was not afforded an opportunity to give her account of the incident prior to being sent home. In addition, he ordered that the removal be rescinded because the Service failed to take an appropriate response to a reasonable safety concern. He also ordered that the grievant be made whole for her losses. (*AIRS #23247 - USPS #J90C-1J-D 94013819; 9/21/94*)

Use of Hampers for NMOs Violated NA

A violation of the National Agreement existed due to the use of hampers to transport non-machineable outside parcels (NMOs) from associate offices to the Pittsburgh BMC, Arbitrator Klein ruled. She issued a cease and desist order directing the Postal Service to notify all offices that NMOs can no longer be shipped to the BMC in hampers for any reason, including the shortage of equipment.

After October 1990, NMOs were no longer placed in over the road (OTR) containers for shipment but rather were loaded on pallets and "shrink-wrapped" with plastic when pallets were loaded to capacity. As a result of the dispatch of NMOs on pallets, associate offices no longer had sufficient OTRs for conveyance of NMOs back to the BMC and then placed NMOs in hampers for shipment to the BMC. Since October 1990, the Postal Service acknowledged this problem and the prohibition against shipment of NMOs in hampers to the BMC, but did not correct the unsafe

condition.

The arbitrator ruled that “[t]he evidence establishes beyond a reasonable doubt that the Postal Service is in violation of Article 14 and Handbook PO-502 by allowing an unsafe working condition to continue for three years.” She ordered that the Service notify all offices that NMOs can no longer be shipped to the BMC in hampers for any reason, including the shortage of equipment. She declined to direct management to return to the procedure of utilizing OTRs to dispatch NMOs to associate offices on the basis that the determination of whether to load NMOs by use of pallets or OTRs is discretionary with management. (*AIRS #22329 - USPS #E7C-2F-C 42736; 12/20/93*)

Compliance with Award on Safety Violation Ordered

A prior award’s cease and desist order was continued in a case in which the Postal Service violated safety provisions of the Agreement by shipping non-machinable outside parcels (NMOs) to the Pittsburgh BMC in hampers. Arbitrator Klein specified that Pittsburgh BMC management shall require strict adherence to the PO-502 Handbook as it pertains to the shipment of NMOs to its facility.

On December 20, 1993, Arbitrator Klein found that the Postal Service had failed to adhere to safety provisions of Article 14 and the PO-502 Handbook by not ensuring that non-machinable outside parcels were not shipped to the BMC in hampers (*AIRS #22329*). The arbitrator indicated that a clear violation existed and the basis of the prohibition against parcels in hampers is “safety-related” i.e., “there is a risk of injury when bending at the waist to pick up heavy items.” She issued a cease and desist order and directed the Postal Service to notify all offices that NMOs can no longer be shipped to the BMC in hampers for any reason, including the shortage of equipment. She also indicated that “[t]here must

be strict adherence to Section 253.333 of the Container Methods Handbook PO-502 in order to ensure compliance with the safety responsibilities and obligations set forth in Article 14.”

Subsequent to the award, BMC management and Allegheny Area Labor Relations personnel sent letters to various offices stating that hampers were being received and should not be used for shipping to the BMC in accordance with Arbitrator Klein’s 1993 award. However, the problem continued and the Pittsburgh Metro Area Postal Workers Union filed a civil action against the Postal Service in 1995. A judge ordered that the case be remanded to Arbitrator Klein for clarification of the award because the award used the term “Postal Service” without specifying whether it related to the region or the national union.

At the hearing on remand, the union indicated that it was seeking to enforce the prior award in this case. It acknowledged that the award was regional in nature and applied only to the Pittsburgh BMC located in Warrendale, Pa. The union argued, however, that the cease and desist order was clear and required strict compliance with the PO-502 Handbook and Article 14. It asserted that management is obligated to do more than send out notices and must enforce established regulations and insist on adherence to the terms of the PO-502 Handbook.

The Postal Service contended that it complied with the award by notifying all offices in its service area of the cease and desist order and the need to adhere to provisions of the PO-502. It also asserted that the award was binding only on the Pittsburgh BMC and not on all other offices which send NMOs to the BMC.

Arbitrator Klein indicated that the intent of the award was to apply to the manner in which NMOs arrive at the Pittsburgh BMC, and not to the situation of how NMOs arrive at another BMC. She stated that “Postal Service” in her prior award means the Pittsburgh Bulk Mail Center and “it is incumbent upon Management at

that facility to enforce the safety provisions of Article 14 and Section 253.333 of the PO-502 Handbook.” The arbitrator further said that the award was “enforceable as written if Management implements measures to do so.”

The award was two-pronged, the arbitrator said, and required both notification to offending offices of the need to comply with established regulations and also strict adherence with Section 253.333 of the PO-502 Handbook. It “indicates that APWU employees at the Pittsburgh BMC have the right to work under safe conditions and this includes being able to unload NMOs which have been shipped in accordance Postal Regulations,” according to Arbitrator Klein. “The lack of compliance with the second part of the award suggests that Management has simply chosen to ignore the safety factors involved in unloading NMOs from hampers,” the arbitrator said.

The arbitrator then stated that “if the offending offices elect to continue violating the Handbook provision at issue [by sending NMOs to Pittsburgh in hampers], the Union may have no alternative but to grieve each occurrence and seek additional input from other Arbitrators and/or monetary remedies. . . .” (*AIRS #29150 - USPS #E7C-2F-C 42736; 4/2/98*)

Operation of BCS/OCR Machines Violated NA

The Postal Service violated the National Agreement by not enforcing a rule requiring that two inches of mail be left at the entrance of the stacker when BCS/OCR machinery is operating while mail is swept from the entrance of the stacker, Arbitrator Nathan ruled. He determined, however, that the Service did not violate the Agreement when it implemented a quick change procedure for pulling off mail from the BCS/OCR machines. The arbitrator ordered that the Service cease and desist from failing to enforce the two inch rule.

During operation of the BCS/OCR machines,

mail is moved from the feeder into stackers where it is held in an upright position by a plate or blade. It is then moved along down the stacker by a screw-like mechanism or auger which rotates at a high rate of speed. When there is no mail in the stacker, the auger is exposed and when spinning, it could cause some injury to an employee’s finger tips when he or she removes or sweeps mail from the stacker. Because of this risk, the basic requirement in sweeping is to prohibit employees from placing her/his hands or fingers in front of the blade or plate while the machinery is on and the auger is spinning unless there is at least two inches of mail in the stacker. Two inches of mail should cover the exposed portion of the auger. If all of the mail is removed from the unit, in the case of a “complete sweep”, the machine must be shut off. At the Royal Oak, Michigan facility, management instituted a partial sweep which was referred to as a quick change or quick drop when the machine is stopped while the plate is lifted and mail is pushed back from the entrance of the machine and not actually removed from the stacker but the machine is restarted without two inches of mail left at the entrance of the stacker. A grievance was filed challenging the quick change procedure as being unsafe because there was a risk that the employee’s fingers might touch the auger. A settlement was entered into with management which provided that BCS units would be shut off while mail processors are performing pull-down of the stacker units on a mail run. However, a year later, management reinstituted the quick change procedures. Another grievance was filed and a settlement identical to the previous one was entered into. Management subsequently did not comply with this settlement agreement.

Thereafter the union filed an unfair labor practice charge because of the Postal Service’s refusal to abide by the grievance settlements. However, these charges were deferred pending the outcome of the arbitration case. The instant grievance was filed challenging the Postal Service’s failure to abide by the settlement agreements and asserting that management

violated safety provisions of the National Agreement in its operation of the BCS/OCR equipment.

The union argued that the quick change procedure violated safety provisions because there must be two inches of mail in the stacker if the equipment is running when mail is swept. It asserted that the two inches of mail forms a protective shield against injury to an employee's fingers by the auger. The union further contended that the plate may not block all access to the auger if less than two inches of mail is in the stacker when the sweeper completes the sweep. It maintained also that the settlements were clear and unambiguous and should have been complied with.

The Postal Service countered that there was no violation of the National Agreement. It asserted that the presence of the plate protects against contact with the auger during the quick change procedures. It thus argued that it was not required to have two inches of mail while the machinery is operated in this manner. Management also argued that its agreements did not cover quick change or drop procedures when the mail is no longer near the front of the machinery.

The arbitrator ruled that unless the auger is covered by at least two inches of mail it presents a danger to employees when the OCR/BCS equipment is operating. He observed further that the handbooks and manuals all require that two inches of mail be left in the stackers when the equipment is operating and that this rule was not being enforced at this workplace. He thus found that "[t]o the extent that the Postal Service permits employees to remove all mail from the front or entrance of a stacker while the machinery is operating there is a violation of the Agreement."

The arbitrator then determined that when the mail is moved down the stacker so that it is no longer near the entrance with the auger during quick change procedures there is no reason to require that there be two inches of mail at the front of the stacker when the machine is operating. "Once the mail is pulled away, or swept from the

entrances of the auger, there is no longer any risk," the arbitrator found. Therefore, he ruled that implementation of the quick change procedure did not violate the Agreement and its continuation after the earlier settlements was not contrary to those settlements. (*AIRS #22054 - USPS #C7C-4B-C 30354; 9/18/93*)

Exposure to Paint Fumes Violated CBA

The Postal Service's refusal to grant employees administrative leave due to their exposure to paint fumes violated the National Agreement, Arbitrator Grabb ruled. He directed that the employees be given administrative leave for time they took off work during painting.

While the ceiling of the main post office in Flint, Michigan was being spray painted, employees complained that the paint fumes made them nauseous and made it impossible for them to continue in their duties. One employee requested administrative leave and three requested sick leave, but the requests were denied and they were instructed to take leave without pay. Management did not supply them with masks when they complained of the fumes. When the employees returned to work the following day, a plastic screen had been draped to cover nine foot openings into the grievant's work place and they were provided with paper masks.

The Postal Service argued that only four out of 80 to 100 employees who were at work in the general area of the painting complained and left work. It asserted that plastic drapes were put up not to prevent the spread of fumes but to keep overspray from damaging computerized equipment. The Service contended also that none of the criteria for granting administrative leave were present in this case.

The union asserted that management violated Article 14 of the National Agreement by not providing safe working conditions. It argued that once management provided employees with

masks, they did not have problems.

The arbitrator found that the grievants had been made physically incapable of working because of the paint fumes. He said that even though others were not affected similarly, this was not dispositive. He determined that management demonstrated that a hazard existed by giving the employees masks the day after they requested leave. Moreover, according to the arbitrator, “certainly ‘paint fumes’ are not listed as events which can permit Administrative Leave, but the National Agreement is very clear on the mandate to furnish a safe work place.” “In addition,” he said, “it would not take a great deal of imagination, given the need to provide a safe work place, to stretch the ELM criterion of treatment for on-the-job injury to cover Administrative Leave in the instant case.” (*AIRS #11843 - USPS #C4C-4B-C 17331; 6/16/87*)

Unsafe Operation of Parcel Slides Violated NA

The Postal Service’s overriding of sensors resulting in the bulldozing of mail over the top of slides violated the National Agreement, Arbitrator Rimmel ruled. He ordered that the Service keep supervisors from operating the CCR console except in cases of emergency and conduct an immediate investigation into operations related to the parcel slide, develop an appropriate job safety analysis and implement it within 30 days of the award.

The grievant, a clerk who performed keying work, was required to work at the bottom of the parcel slides when the deflector shield was used to plow mail on the conveyor belt onto the parcel slide. Sensors were blocked and the mailflow overrides the sensor and plows mail on top of other mail causing an unsafe condition. The problem of overriding sensors and bulldozing mail was brought to management’s attention and several Step 2 settlements were issued to stop this practice. Moreover, supervisors participated in

overriding sensors.

The union contended that the Postal Service violated Article 14 by allowing mail to be bulldozed over the top of slides. It asserted that this problem existed because an override button had been used by supervisors on many occasions to push parcels down slides even after the automatic safety control has shut off the conveyor belt due to mail buildup on a slide. The union requested that the appropriate remedy would be removal of the override button, prohibiting supervisors from operating mail flow equipment, and a complete investigation into the matter for the purpose of making the operation safe.

The Service countered that it is committed to safe operations but it is essential that override buttons be maintained on the equipment for efficiency reasons. It argued that the union has failed to show that the button is unsafe or that an unsafe condition exists in the area of the slides.

The arbitrator found that the matter of parcel slides and the use of an override button on the feeding conveyor system has never been fully resolved between the parties. He determined that safety commitments made by the Service in prior Step 2 settlements were binding but that line management was not complying with these settlements. Arbitrator Rimmel found that “although the Service has committed that supervisors would not use the CCR equipment, they continue to do so in other than emergency situations.” “In other words,” he said, “in the absence of an emergency, this equipment should be only used by the mail flow coordinator in accordance with the directives of local Management.”

Based on the evidence and an on-site inspection of relevant areas, the arbitrator found that there is a “legitimate purpose for the override button.” He determined that “the button needs to be operated in certain limited circumstances for the purpose of keeping the mail flow going.” “However,” he continued, “this override button should not be used indiscriminately or to bulldoze mail onto unprotected slides.” He then ruled that

the Postal Service needed to “solidify its safety directives and implement the matters that it has said should be part of the safe operation of the parcel slides.” He said that though he would not direct that the override button be removed, he would direct the Service to immediately conduct a full review of the matter and submit a job safety analysis to be implemented within 30 days of the award. (*AIRS #16992 - USPS #E4C-2F-C 8720; 4/10/90*)

Inadequate Custodial Staffing Constituted Safety Violation

The Postal Service’s failure to provide two custodians to maintain the conditions of safety and health called for by the MS-47 violated the National Agreement, according to a ruling of Arbitrator Martin. The arbitrator ordered that the one person custodial staff be increased to two custodians, as soon as practicable, with 40 hours of overtime to the custodian and/or 40 hours of PTF time assigned to the section until the position is filled.

In 1989, the budget for the Deadwood, South Dakota Post Office was reduced and a new form 4582 was prepared which reduced manpower to 1.4 custodian positions. Since that time, the Deadwood, South Dakota Post Office had eight employees, including one custodian. In addition, ten hours per week of time by part-time flexibles was allocated to assist the custodian. A grievance was filed complaining of the lack of adequate custodial time to maintain the building in a safe and sanitary condition.

The union argued that this post office has been understaffed for at least 12 years and cuts in the budget should not be a basis for determining manpower staffing. It asserted that the only criterion for staffing is the MS-47 and management should be compelled to staff according to this manual which provides for the safety and health of employees.

The Postal Service maintained that there have

been no complaints regarding safety and health problems during the last few years and therefore this grievance lacks merit. It asserted further that staffing is adequate for the facility.

Citing language from Arbitrator Gamser’s award in #A8-NA-0375, Arbitrator Martin stressed that the MS-47 has been issued to provide the required safety and health conditions in the post office. He said that this manual provides “the criterion which must be used to evaluate the safety and health conditions” and “[c]ompliance with the MS47 is a health and safety requirement, and if the Grievance speaks only of safety and health, it includes thereby compliance with the MS47.”

The arbitrator then found that the 4582 prepared by management in 1989 reduced the number of frequencies to a minimum, disregarded certain areas and “generally must be found to be an inadequate guide to the required number of Custodian hours at Deadwood.” He observed that the building was not clean and “it was obvious that one man, even with ten hours help per week, could not maintain it.”

“One of the options that Management does not have is to maintain an unsafe and unclean building because it cannot afford to keep it clean and safe,” the arbitrator stated. “Any employee of the Postal Service is contractually guaranteed a safe area in which to work,” he continued,” and Management can either maintain its buildings or shut them down; they may not allow them to become unsanitary and unsafe.”

Arbitrator Martin then found that “no less than two Custodians are needed to maintain the conditions of safety and health called for through the MS47, and to comply with the numbers which would be generated through the implementation of that manual.” (*AIRS #19398 - USPS #C7T-4R-C 21287; 11/1/91*)

Use of 8-Shelf Cart Constituted Violation

The Postal Service's addition of an eighth shelf to a 7-shelf cart created a safety hazard and violated the National Agreement, Arbitrator Caraway ruled. He ordered that the Service cease and desist from the use of 8-shelf carts.

Management normally used 4, 6 and 7-shelf carts for in-plant and vehicle transport operations. However, because of heavy mail volume, it decided to add an eighth shelf to a 7-shelf cart. As a result, the capacity of the cart was increased from 35 to 40 trays and an additional 100 pounds of weight would be added to the cart. This was estimated to increase the 8 pound push required to start a 7-shelf cart moving to a 9 pound push to move the 8-shelf cart.

The Postal Service contended that the grievance was inarbitrable because it was not filed within 14 days of the date the actual modification occurred. It asserted also that it had the right to modify the cart and other carts used at the facility are equal in weight and size to this cart. The Service maintained further that the use of the 8-shelf cart was limited to in-plant purposes and therefore should not create a safety hazard.

The union contended initially that it did not know when the actual modification was first completed and filed a grievance as soon as it was aware of the 8-shelf cart. It argued that the cart was overloaded and created a safety hazard. Moreover, the P-13 Handbook specifically limits the size of carts to 7-shelf carts, the union asserted. The excessive weight to which employees are exposed constitutes a safety hazard and poses personal injury risks to employees, it continued.

The arbitrator ruled first of all that the grievance was timely filed. It determined that it concerned a continuing violation of the P-13 Handbook and the National Agreement. He then observed that the P-13 Handbook limits carts to three sizes, 4, 6, or 7 shelves, and the load height

to no more than 63 inches for carts used for in-plant movements of short distances. He found that the 8-shelf cart has a height of 72 to 74 inches. He then stated that "the addition of an 8-shelf is contrary to the intent of the P-13 Handbook."

Arbitrator Caraway further found that the additional 100 pounds of weight from the extra shelf constituted a "significant weight increase" and given the distance the cart would have to travel from the casing area to the dock, pushing the cart would require "a considerable physical effort." He thus concluded that the addition of the 8-shelf cart "creates an unnecessary safety hazard" and violated the National Agreement. (*AIRS #3595 - USPS #SIV-3D-C 26854; 6/25/84*)

Failure to Provide Bullet-Proof Glass Violated NA

The Postal Service's failure to provide security for window clerks in the form of bullet-proof glass on the counter violated the National Agreement, Arbitrator Cohen ruled. He ordered that the Postal Service install protective glass for the windows.

This case arose in the Flint, Michigan post office after the union filed a grievance asserting that there was no security to prevent window clerks against possible injury from the public. It requested that protective glass be installed at the main office windows or uniformed security guards be stationed in the main office lobby. Several window clerks testified that they had been subjected to irate customers who threatened them with violence and spat on them. Though they were aware of warning buzzers that had been installed to use in case of danger, use of the buzzers would require them to move and leave the counter open. In addition, a witness testified that though there are five video cameras at the facility, several of them are aimed improperly, do not work, and are not monitored. The Postal Service produced a postal inspector who testified that there had been no robberies at the post office or

any shortage of fixed credits. A post office manager testified that there had been no evidence of assaults by customers on clerks in the main lobby of the Post Office. However, she acknowledged that some carriers had been assaulted on their routes.

The union argued that there was no protection against violent and unstable individuals who are customers at the post office. It asserted that the video cameras are ineffective and the buzzer alarm systems cannot be used quickly and effectively. It argued that when guards were present in the lobby, less trouble arose. The Postal Service countered that for at least fifteen years, no clerks had been assaulted, robbed or injured at the Post Office. Therefore, it contended that there is no reason to place a guard in the lobby or glass on the screen line.

Arbitrator Cohen stated that “[d]espite the fact that no robberies had taken place in the Post Office, I believe that the Union has made a strong case that security is inadequate for the window unit.” He found that there was a showing that a clerk had been spit at, and evidence of “violent abuse, cursing, and the like” by customers towards clerks. The arbitrator stated that “[t]he need for security should be anticipated” and “[i]t should not require the injury of a clerk or the robbery of the Post Office to cause the Postal Service to act.” Moreover, “verbal abuse and threats cannot be discounted” even though no physical harm has occurred, he stated.

Arbitrator Cohen then ruled that a minimum, “placement of bullet-proof glass on the counter is a reasonable request.” (*AIRS #847 - USPS #C8C-4B-C 20477; 6/30/82*)

Ban Against Chair Use Violated CBA

The Postal Service’s ban against chairs being used on the “Scan-Where-You-Band” encoding operation violated the National Agreement, Arbitrator Fragnoli ruled. The arbitrator found

that the chairs were not removed for safety concerns urgent enough to allow an abrogation of past practice and a change in working conditions without first addressing such issues with the Labor-Management Safety Committee.

On March 1, 1994, management at the Tampa Post Office banned the use of rest bars and chairs in the area of two conveyer belts used for labeling packages for delivery to various airlines. Clerks assigned to labeling the mail stood or used rest bars or small swivel stools between each conveyor belt and encoded information on a small keyboard. They then took the packages from the belt to their left, labeled them and placed them on the conveyor to the right. An eleven year employee testified he used both chairs and rest bars and since they have been removed he has had trouble with his knees because of the twisting motion on the tray side when he bends to read zip codes. He indicated that in a sitting position he did not need to twist his lower body and that at the end of his shifts he is very fatigued. This employee further stated that before the ban, he used the chairs and rest bars for two years when the new Scan Where You Band device was instituted. Another employee testified that using chairs on the tray side was never a problem and his knees and back hurt when he did not use of a chair.

The union argued that the use of rest bars and chairs was an established past practice which had lasted over the course of two contracts. It asserted that management unilaterally discontinued their use without bargaining which violated past practice and Article 37, Section 5 of the Agreement. The union further contended that there was no indication that any injuries had resulted from their use. However, it conceded that use of chairs and rest bars in the sack (large package) area could create safety problems.

The Postal Service argued that use of chairs and rest bars presented a safety hazard in the new operation involving the Scan Where You Band device. It presented testimony of an employee who indicated that the rest bar and chair create

safety problems on the sack conveyor when the clerk has to move sacks and boxes from one belt to another. In addition, a safety specialist testified that it was impossible to lift or twist in a sitting position and therefore rest bars and chairs were a safety hazard.

The arbitrator found that “a sufficiently long past practice existed of allowing employees to sit or lean while at the Scan Where You Band” area. In addition, she observed that there was no evidence of any injury using these devices and therefore testimony by the Service’s safety specialist that chairs were unsafe was “suspect.” Moreover, the arbitrator found that a management task force did not even look into the possibility that the chairs or rest bars were unsafe during their consideration of the new equipment and there was no showing that “safety was such an overriding and urgent concern that the local Safety Management Committee could not be allowed to review the issue.”

The arbitrator found that since chairs provide the same relief from fatigue, no remedy will be granted in regard to rest bars despite the mandates of Article 37, Section 5. (*AIRS #26408 - USPS #H90C-1H-C 94036862; 12/3/96*)

Failure to Provide Medical-Health Services Violated NA

The Postal Service’s failure to provide medical-health services to employees on Tour 1 in the Portland, Maine Post Office violated the National Agreement, according to a ruling by Arbitrator Liebowitz. The arbitrator ordered that the Service is to be accorded contractually-provided discretion to determine how services will be provided including ready availability of the rest room with bed, properly maintained and stocked medical/health supplies and drugs, the availability of services like those provided by the nurses on other tours, with particular reference to non-emergency situations, and up-to-date CPR and first aid certifications.

A grievance was filed challenging the failure to have a qualified medical practitioner available for the safety and health of employees on Tour 1. The union asserted that the Portland Post Office has determined the ““highest standards of occupational medical care”” by assigning nurses to Tours 2 and 3, but has subjected Tour 1 employees to disparate treatment by not making such services available to them. Nurses’ hours at the facility are 7:00 AM until 3:30 PM and 3:00 PM until 11:30 PM. Therefore, some Tour 1 employees who report at 10:30 PM have an hour’s evening nurse coverage. The evidence showed that nurses provide non-emergency services and there is a room with a bed in which an employee can rest. Employees on all tours have received CPR and in some instances, first aid training but this is emergency training and does not involve treatment of conditions such as headaches, or other illnesses while on duty. These employees also do not administer to items in first aid cabinets. An inspection of the medical cabinets revealed that they were not fully stocked and kept in a clean and sanitary condition.

The arbitrator found that the evidence establishes a failure by management to comply with requirements of the EL-806 Sections 411, 422.1, and 422.2. In addition, he concluded that management has failed to provide to Portland Tour 1 employees ““the highest quality treatment as delineated in Section 862.1 [of the ELM] or the ““highest standards of occupational medical care, advice and treatment”” as set forth in Section 862.2 [of the ELM].” Moreover, he found that the evidence is inconsistent with meeting the requirements of National Agreement Article 14.1 to ““provide safe working conditions in all . . . installations.”” In addition, he concluded that “the evidence shows no convincing reasons for treating Tour 1 employees here differently from those on Tours 2 and 3.” However, given the discretionary nature of language in Article 14.3.C and the fact that staffing is a management function, Arbitrator Liebowitz determined that the Service was to be accorded the contractually-provided discretion in

making a determination how services including those provided by nurses on other tours with particular reference to non-emergency situations. (AIRS #200392 - USPS #N4C-1K-C 26402; 10/30/87)

In a subsequent award by Arbitrator Liebowitz in this case, he noted that he had retained jurisdiction as part of the award because of the “necessarily flexible nature of the remedy.” He indicated that though the award does not require that a nurse be hired for Tour 1, because that would be beyond his jurisdiction, it does require “the availability of services like those provided by the nurses on the other tours, with particular reference to non-emergency situations.” He then found that though management had taken some remedial steps to comply with the award, he did not see “what steps management has taken as to provision of the medical-health services discussed in my Opinion and Award to employees on Tour 1 in Portland beyond those having to do with medical supplies and trained personnel.” He concluded that the remedy called for was to “reiterate the original award” and indicated that a claim of non-compliance would be subject to the grievance-arbitration procedure. (AIRS #12859 - USPS #N4C-1K-C 26402; 4/26/88)

USPS Required to Comply with Local Building Code

The Postal Service was required to comply with the South Florida Building Code in the construction of a data room inside a postal facility, Arbitrator Baldovin ruled. He ordered that the Postal Service request that a competent and qualified South Florida Building inspector give an advisory opinion as to the extent to which the data room satisfied the local code. In the event the data room is found to violate the code, it must be brought up to code standards as a result of the advisory inspection, according to the arbitrator.

The Postal Service constructed a room to house computer equipment on the workroom floor

of a facility which included windows and doors, interior and exterior walls, and a dropped acoustic ceiling with a mechanical cooling system above it. A grievance was filed asserting that the Postal Service failed to comply with the South Florida Building Code in constructing this room. However, no one from the South Florida Building Inspector’s office was consulted about the room and did not render an opinion as to the extent to which the Code applies to an internal free standing room or structure. The steward who filed the grievance specified the following as deficiencies or safety concerns with the room: (1) the absence of a double header in the door at the north bearing wall; (2) roof joists 24 inches on center should be 16 inches on center; (3) stud wall face plates should be anchored in concrete seven inches, not four inches; (4) romex wire was used instead of conduit; (5) gypsum with a coat of stucco and paint used on exterior walls.

The Service argued that it was not required to comply with the South Florida Building Code. To support this contention, it submitted a legal memorandum from the USPS Law Department Atlanta Field Office which stated that “[t]he Postal Service strongly believes that it has sovereign immunity with respect to state and local building permit and zoning regulations and permit fees with respect to any renovations for which the Postal Service has contracted ...”

The union countered that the MS-1 Handbook concerning Operation and Maintenance of Real Property states with regard to structural features of USPS buildings: “Compliance with local codes or ordinances or model building code is required as a minimum standard.”

On the basis of the MS-1 Handbook, the arbitrator concluded that “at least with respect to USPS buildings, more specifically the structural features of USPS buildings, the Service has voluntarily established compliance with local codes as a minimum standard for such buildings.” “Therefore,” the arbitrator stated, “even assuming as claimed by the Service that it is not required by

law to abide by local building codes, the Service has determined that it will comply with such codes as a minimum standard with respect to the structural features of USPS buildings (MS-1, 6-101 and 102) . . . [and] . . . [t]his minimum standard expressed in MS-1, 6-102 is a self imposed criteria. . . .” Arbitrator Baldovin further found the “model building code” to which the MS-1 refers “embraces and includes all the criteria contained in the South Florida Code” . . . because “it is safe to assume that a *model building code* would not run contrary to local codes and ordinances.”

The arbitrator then reasoned that only a qualified South Florida Building inspector can determine what portions of the building code are applicable to the freestanding room, if the code applies to such a room, and what portions of the code have not been complied with, if the code is found to apply to the room. He thus ordered that the Service obtain an advisory opinion from a Florida Building inspector on this issue and bring the room up to code standards if necessary as a result of this inspection. (*AIRS #25300 - USPS #H90T-1H-C 93010102; 3/26/96*)

Ban on Personal Fans Violated Binding Past Practice

The Postal Service’s directive that personal fans would no longer be permitted on the workroom floor violated an established past practice and the National Agreement, Arbitrator Williams ruled. He directed that the order banning the use of fans be rescinded immediately.

In 1986, management informed all clerks at the Odessa, Texas Post Office that personal fans would not be permitted on the workroom floor. Since the 1970s, it was an accepted practice for employees to use personal portable fans while performing stationary casing duties. A new air conditioning unit and ceiling fans were subsequently installed but the fans were only one and one-half feet from the ceiling. The union

provided evidence that temperatures ranging from 80 degrees and going as high as 84-85 degrees occurred. The Postal Service took readings with the highest temperature being 80 degrees and some in the mid-70s or lower. However, the Postal Service’s readings were taken mainly at night and the union’s readings were taken during the days.

The union argued that the Postal Service’s decision to ban the fans constituted unilateral action with violated an accepted past practice. It asserted that though ceilings fans were installed, they did not hang below the level of the lights at ten feet off the floor as agreed to by the postmaster and the union. The union contended that temperatures were well above 80 degrees even with the ceiling fans. It maintained further that there was no proof that the fans constituted a safety hazard since there have been no past accidents with fans and the fans used provided protection against finger injuries. In addition, the union argued that management did not meet its burden of proving that the use of fans led to inefficient operations.

The Postal Service contended that even if there may have been a practice to allow fans in the past, a technological change was instituted whereby air conditioning and ceiling fans were installed which would permit termination of the practice. It asserted also that fans presented safety hazards because of problems with extension cords, the potential hazard of fingers becoming caught in fan blades, and fans falling off the cases from time to time. Moreover, the Service argued that the use of personal fans created inefficiencies because it was necessary to move the fans during the tour which could adversely impact on mail distribution time.

The arbitrator found that there was an established past practice of allowing fans on the workroom floor at this facility. He determined that the installation of ceiling fans was not conditioned on the elimination of personal fans and there was no bona fide technological change which would allow for a change in the existing past practice.

He reasoned that the installation of ceiling fans did not remedy high temperatures which were a reason for allowing the use of personal fans. The arbitrator further found that the use of personal fans did not create a safety hazard that would justify elimination of the past practice. He indicated that there had been no industrial accidents for twenty years at this facility, there was no evidence that the fans' cords had presented problems, and there were guards on the fans which could prevent a finger being caught in the fans. The arbitrator also determined that it was possible to bolt the fans to the cases which would prevent them from falling off the cases. In addition, he stressed that management was obligated to provide healthful and safe working conditions, that a healthful climate would be 72 to 74 degrees, and temperatures at this facility exceeded this level. Moreover, the arbitrator determined that the use of fans did not adversely affect efficiency, but actually improved it. He thus ruled that management violated the National Agreement when it unilaterally eliminated the practice of using fans on the workroom floor. (*AIRS #400585 - USPS #W4C-5S-C 36608; 6/18/88*)

Ban on Glove Use During Manual Work Violated NA

The Postal Service's refusal to allow employees to wear gloves while manually distributing the mail violated Article 14 of the National Agreement and an established past practice, Arbitrator Eaton ruled. He ordered that management allow the wearing of gloves as established in the practice of the parties.

Over the course of several years, distribution clerks in the Las Vegas, Post Office used gloves while manually throwing both letters and flats into cases. However, in 1982, management announced that gloves were not authorized for this use on the workroom floor. Subsequently, a grievance was filed challenging management's

action as a violation of past practice and Article 14 of the Agreement.

Several clerks testified that for several years prior to 1982, they used gloves while casing the mail and most other female clerks also wore gloves for this purpose. These employees testified that the reason they used gloves was to protect against paper cuts to their fingers, catches to their fingers from staples or other objects in the mail, and other scrapes, cuts and sores. These witnesses also stated that the use of gloves increased their productivity because they were no longer concerned about minor injuries and rashes and could work faster and more comfortably. A labor relations representative testified that she knew of no policy allowing gloves to be worn during manual distribution.

The union argued that there was an established policy of allowing clerks to wear gloves while manually distributing mail which management arbitrarily rescinded. It asserted also that the use of gloves was required by Article 14 because of accidents caused without them. The union contended also that there is no prohibition in the handbooks on the wearing of gloves while manually distributing mail. It indicated that the P-13 Handbook is silent on this issue and therefore, it is optional to allow use of gloves for manual distribution as long as they do not interfere with productivity or accuracy.

The Postal Service contended that the Supervisor's Safety Handbook (P-13 Handbook) does not list manual distribution as work that should be done with gloves. It asserted also that the refusal to allow gloves was a long standing practice as testified by a management official.

The arbitrator found that Section 543 of the P-13 Handbook neither prohibited nor prescribed use of gloves for manual distribution, but addressed two different and distinct situations not applicable in this case. These included when gloves must be worn for safety reasons and when they may not be worn for safety reasons as in the case of machine operators or persons working on or near machinery, conveyors, drills, chain drives

or similar types of mechanical equipment. He then found that “the Union’s testimony that it is unsafe to work without gloves is more persuasive than management’s countervailing testimony that productivity would suffer if they did.” “While the safety hazard is admittedly not great,” the arbitrator said, “the Union has satisfactorily demonstrated that cuts, scrapes, and sores do develop, especially on the hands of women distribution clerks when they are not allowed to wear gloves.” He concluded also that management had not shown that use of gloves in these circumstances decreases mail handling efficiency. (*AIRS #6427 - USPS #WIC-5D-C 8814; 11/14/85*)

String Top Prohibition Violated NA

The Postal Service’s direction to supervisors that wearing of string type tops was prohibited violated the National Agreement, Arbitrator Dobranski ruled. He ordered that female employees of the Chicago Bulk Mail Center shall be allowed to wear tops described as string type tops.

In 1982, the General Supervisor on Tour 2 at the Chicago Bulk Mail Center sent a letter to all supervisors that indicated that there had been a disregard of BMC Safety rules and that many employees are not in compliance with the dress code. The letter stated that there should be no string type tops worn. Several female clerks testified that supervisors informed them that they could not wear string type tops because they presented a safety hazard and one testified that she was placed off the clock for four hours for wearing such a top. They indicated that the preferred to wear this type of top during hot weather. In addition, they testified that they had never been involved in any accidents while wearing the tops. Moreover, one employee stated that the only difference between a string type top worn by females and tank tops worn by males,

which were accepted by management, was that a wider band or strap existed on the tank top. A male employee testified that he was issued a letter of warning for wearing a tank top but it was rescinded in the grievance procedure. He stated that he saw no significant difference between the tank tops he wore and the kind worn by female employees. The union introduced a copy of the dress code into evidence which stated that ““Your torso must be covered by apparel nothing less than what is known as tank-top, whereby only arms are bare””.

The General Supervisor of the BMC testified that his letter was issued to give direction to supervisors who were not following the safety rules. He stated that the upper torso was not covered by the string type top as was required by the dress code. In addition, this supervisor said that the kind of top worn by the male employee was different from the string-type top worn by females because more of his torso was covered. Though he acknowledged that he did not know of any accidents which had resulted from wearing tank tops or string type tops, he said that there was a greater risk from string tops of abrasions, bruises and the strings breaking.

The union argued that management failed to show that string type tops worn by female employees actually caused accidents. Though the Service claimed that the wearing of string type tops were unsafe, they have failed to show how or why the wearing of this type of top constitutes a safety hazard, the union contended. It asserted also that the Service selectively singled out string type tops for prohibition but did not do so for tank tops worn by men even though there was no significant difference between the two.

The Postal Service contended that nothing less than what is known as tank tops is appropriate to wear and the type of tops worn by female employees do not fall within that definition. It asserted that the dress code policy itself is not being challenged in this case and all that management has done is to make a clarification of the dress policy when it issued the directive.

Therefore, the Service argued that it did not have to show the safety reasons for the dress code policy in this case.

The arbitrator found that the Service originally predicated its ban on string type tops on safety grounds as demonstrated by the letter to its supervisors, and therefore the issue of safety should be considered in this case. He stated therefore that the issue was whether the Service violated Article 14 of the National Agreement by issuing the letter of direction banning string type tops. He observed, however, that there was no showing of accidents or injuries from the wearing of string type tops or any demonstration that more bruises or abrasions resulted from wearing the string-type tops. Accordingly, he found that the Postal Service did not establish that wearing of string type tops constituted a safety hazard. Arbitrator Dobranski further determined that there was no significant difference between tank tops allowed by the dress code and the string type top banned by management in this case. He cited the fact that the construction is similar in both kinds of tops and the only difference was that there was a slightly wider band in the tank tops worn by male employees. "In each case," the arbitrator said, "the garment permits the shoulders to be bare and the difference between them is one of insignificant degree rather than one of fundamental difference in kind." He thus concluded that the string type tops worn by female employees are encompassed within the term tank top referred to in the BMC dress code and the letter of direction therefore was in violation of the dress code. (*AIRS #7247 - USPS #C1C-4A-C 10950; 7/24/85*)

Safety Measures Ordered for Mail Transportation

The Postal Service's failure to take adequate measures to protect the safety of MVS employees during transportation of mail from the Pittsburgh, Pa. General Mail Facility to the East Liberty Station violated the National Agreement and the

parties' Local Memorandum of Understanding, according to a ruling of Arbitrator Fullmer. The arbitrator ordered that drivers be provided with assistance through either the assignment of clerks or riders when making deliveries to the station.

After mail is transported by Motor Vehicle Operators and Tractor Trailer Operators to the East Liberty Station in Pittsburgh, Pa., the mail must be unloaded by the MVO/TTOs. Drivers usually do not know the weight of the contents in four wheel carts since they are pre-loaded. When the station is closed, the driver must cross four lanes of highway, open the outer gate to the station, go back to the unloading dock, and unlock the station. The same steps have to be taken in reverse once the mail is unloaded. The East Liberty Station is located in a high crime neighborhood and an after hours saloon is located near the station. During 1997 and 1998, the parties entered into several pre-arbitration settlement agreements which stated that management would provide assistance to MVS employees to avoid accidents and for security. During the 18 months which followed these settlements, the drivers continued to have problems with overloaded carts which they had to unload themselves and threatening behavior on the part of after hours patrons when they made deliveries after the station was closed. The union then filed a grievance.

The union argued that the Postal Service violated the National Agreement by not providing assistance for drivers when they are unloading mail. It contended that the drivers have difficulties given the weight and volume of mail when they have to unload at the closed station without assistance. The union asserted that this occurs because trailers are pre-loaded and the drivers do not have knowledge of the contents. Moreover, it maintained that unloading procedures at the East Liberty Station are also a problem because it is located in a high crime area.

The Postal Service countered that it has been dealing with the problems cited by the union on a continuing basis including changes made by the

Lead Manager, Transportation Networks after the grievance was filed. This change involved delaying the dispatch times of the trucks until the first Clerk Craft employees arrive at the East Liberty Station. As a result, the station would be open when the drivers arrive there and the drivers did not have to park across the street to open the gate. In addition, members of the Clerk Craft could assist with the unloading.

The arbitrator noted that the provisions of Article 14, Handbook PO-701, and the parties' local agreement apply in this case. He stressed that "Article 14, Safety and Health, requires the Employer to provide safe working conditions and to develop a safe working force." He indicated that the Handbook provides that the Postal Service should coordinate station dispatches with managers, distribution, and station and branches to enhance the flow of mail from distribution to delivery and when necessary, provide motor vehicle operators with keys for stations scheduled to receive mail prior to opening. In addition, the parties' local agreement provides that for unloading mail at stations or branches, the vehicle driver will receive assistance from unit personnel. Arbitrator Fullmer then found that it is unsafe for drivers to unload overloaded carts off their trucks without assistance. He indicated that the Lead Manager required that prior to dispatch, when it is discovered that loads are too heavy, they should be corrected. However, the arbitrator found that since many of the shipments are pre-loaded, this process was insufficient. He stated that given delayed dispatch schedules, assistance can be made available from riders that are available or from Clerk Craft employees.

Arbitrator Fullmer found that safety problems that occur because of crime in the area have been alleviated by steps taken by the Lead Manager in delaying the dispatch time so that the station is open when the trucks arrive. In this way, he said that drivers are able to drive right up to the loading dock and have clerks work with them during the unloading process.

The arbitrator ordered that so long as the

present conditions prevail at the East Liberty Station, drivers should be provided assistance in making deliveries. He directed that if a delivery is made to the station during the hours when it is open, then assistance should be provided by either assistance by Clerks assigned to the station, and/or assistance by riders assigned from the GMF to ride with the drivers. Moreover, he ordered that if a delivery is made during hours when the station is closed, then assistance should be afforded by assigning riders from the GMF to ride with the drivers. The arbitrator indicated that if conditions change, the Postal Service should retain the right to move for a change in this award. (*AIRS #33545 - USPS #C98V-1C-C 99268267; 5/30/2000*)

Hot Working Conditions Ruled Violation

The Postal Service's failure to maintain normal and safe temperature ranges in the Atlanta Bulk Mail Facility's Annex Building during the summer of 1998 violated the National Agreement, Arbitrator Hardin ruled. He ordered that the Service retain an independent, licensed engineering or testing firm chosen with the agreement of the union to monitor daily temperature variations at representative work locations in the Annex from June 1 through October 1, 2001. In addition, he directed that the firm chosen make periodic reports in duplicate to the Postal Service and the union. Moreover, he ordered that if the reports show that temperatures at a work location exceed 78 degrees Fahrenheit during ten percent or more of the tours worked on Tours 2 or 3 that the Postal Service take further measures as may be required to bring the temperature range to within that prescribed by USPS manuals and handbooks.

This case arose during the summer of 1998 at the Atlanta Bulk Mail Facility's Annex Building. Temperatures rose on Tour 3 to as high as 102 degrees. Instead of closing the facility, management relaxed the dress code, provided

cold beverages, allowed liberal breaks in the air conditioned break areas, and allowed those who wished to go home to leave but required them to use scheduled leave. As a result, some individuals left and used annual leave, leave without pay, and a few used sick leave with appropriate medical documentation. The Postal Service made some changes in the heating, ventilating, and air conditioning systems during the summer of 1999. However, these changes were unsuccessful. During the spring and summer of 2000, the Postal Service made major additions to the HVAC system. However, the effectiveness of these changes was not known at the time of the hearing.

The union argued that working conditions at the Annex during much of the summer of 1998 violated Article 14's requirement to provide safe working conditions. It asserted that the Postal Service did not deny that the Annex Building was too hot for normal work, citing testimony of the Manager of Distribution Operations that temperatures reached and exceeded 100 degrees Fahrenheit on some evenings. Moreover, the union cited the fact that the Service allowed employees to leave as if on scheduled leave because of the heat. It requested that employees who used personal leave or leave without pay because of the hot conditions have their leave or pay restored by a grant of administrative leave.

The Postal Service countered that the union failed to prove that working conditions were unsafe. It argued that evidence that conditions were hot and uncomfortable were insufficient. The Service asserted also that \$100,000 worth of new air conditioning equipment has been installed since the summer of 1998. In addition, it maintained that granting administrative leave would be inappropriate in this case because the conditions of the ELM have not been met.

The arbitrator indicated that "the facts are not seriously in dispute" and concluded that "[a] bulk mail center with an interior temperature of 102 degrees and humid, muggy, ambient air is not a safe environment in which to perform the full range

of duties required of employees assigned to the facility." Accordingly, he ruled that the Postal Service violated Article 14. In addition, he cited Arbitrator Nathan's case in #C7C-4L-C 35592 (1994) as support for this decision and added as did the other arbitrator that "'Maintenance Series Handbook MS-49, Energy Conservation and Maintenance Contingency Planning, requires HVAC systems be set so that inside temperatures in working areas regularly occupied range from 65 degrees in the cold months to 78 degrees in the warm months.'"

With respect to the remedy, Arbitrator Hardin stated that though he had the authority to grant the remedy sought by the union, he found that the requested remedy was "incomplete." He reasoned that the larger number of employees who stayed at work would not be compensated under the union's requested remedy whereas the others who left might experience "a windfall." The arbitrator then indicated that to provide uniform lump sum payments to everyone who worked at the Annex, or those who worked on Tour 3 might be inadequate for those who found conditions too difficult to be present at the Annex. He therefore concluded that "there is no scheme of retroactive compensation that would provide real justice to the affected employees as individuals." Arbitrator Hardin found that instead of a monetary award, he would require the Postal Service "to devote equivalent resources to insuring that the working conditions of Summer 1998 are never again inflicted upon the employees in the Annex." (*AIRS #34469 - USPS #H94C-1H-C 99262477; 10/19/2000*)

Rule re: OCR Light Practice for Jams Violated NA

The Postal Service's adoption of a new procedure for abating hazardous heat and light exposure while clearing jams from optical character readers attached to FSM 881 mail sorting machines violated the National Agreement,

Arbitrator Remington ruled. He ordered that the Postal Service cease and desist enforcement of its work rule for clearing jams on the FSM/OCR and instead comply with the safety recommendations of its own occupational medical consultant until such time as a jointly conducted job safety analysis is completed and its recommendations are approved by the local joint labor-management safety and health committee.

This case arose in St. Paul, Minnesota. On September 8, 1999, local management issued instructions to sorting machine operators to discontinue the practice of turning off the OCR light when clearing jams and instead avert their eyes so as not to look at the light. Preceding issuance of this instruction, a full-time regular clerk complained of an eye injury resulting from exposure to high intensity light from an OCR. Though the employee had turned the light off before clearing a jam, which was the approved safety procedure at the time, she suffered from a case of welder's burn and short-term headaches as well as continuing to experience vision problems. Following management's issuance of the new procedure, a grievance was filed at Step 2 and thereafter referred to the local Safety and Health Committee. The committee was unable to resolve the issue, and thereafter, the grievance was appealed to arbitration.

The union argued that local management's change in procedures violates the requirement to provide safe working conditions. It asserted that management's action sacrificed safe working conditions in the interest of increased productivity. Moreover, the union contended that the Postal Service unilaterally developed the new work rule without review, discussion or negotiation with the local Joint Labor-Management Safety and Health Committee. In addition, it maintained that management has ignored its own medical advice in order to speed up the work of mail sorting machine operators.

The Postal Service countered that it made modifications to the FSM/OCRs in December 1998 to eliminate light leaks or light reflections and

these modifications were considered satisfactory in a subsequent OSHA inspection. It asserted that there is no significant ultra-violet or infrared energy emitted by the OCR lamp, and the lamp does not need to be turned off every time there is a jam. The Service further contended that procedures similar to the ones at this facility are followed in other postal distribution plants throughout the country, and the grievance is not arbitrable since it has national implications and should be heard at the national level.

The arbitrator found that though the issue in this grievance has potential national implications, modifications to the procedure had been done on a local level in the past and there was no showing that this procedure was burdensome. In addition, he found that the Postal Service's arbitrability argument was not raised in a timely manner.

Arbitrator Remington then made findings of fact after considering the documentary evidence and witness' testimony. He found that though the OCR has been modified to block light leakage and reflection, this modification does not address direct exposure to light that is possible when a jam is being cleared and the OSHA inspection report does not address the clearing of jams with the light on and is not relevant. In addition, he found that some ultraviolet light is emitted from the OCR lamp bulb but it does not appear that this light is hazardous under normal operating conditions. "However," he stated, "it is possible, although unlikely, that an individual not wearing proper eye protection could be injured due to ultraviolet light from the bulb while a jam is being cleared with the light on." Moreover, he found that "the safety procedure disputed here makes no significant provision for the abatement of high intensity light or thermal exposure possibly resulting from an employee clearing a jam with his eyes averted and the OCR hood open."

Arbitrator Remington further relied upon the recommendations of the Postal Service's occupational medicine consultant whose "expertise was not challenged by the union." Following his observation of employees operating the FSM/

OCR 881 mail sorter at the St. Paul facility in December of 1998, this medical doctor sent a memorandum to the head of occupational safety at the St. Paul Post Office Medical Unit which stated several recommendations. These included that whenever OCRs are being cleared of mail, the lights should be turned off before the area is opened; safety glasses with side shields and UV protection should be used whenever clearing mail that involves the lighting and optical character reading mechanism; and the lights should be directly shielded from employees so that the direct escape of light is prevented. A second memorandum by this official on January 27, 1999 stated that he had modified his opinion after speaking with a doctor at the OSRM Sylvania Research and Development Department. He said that he believed “the risks are much less.” However, he stressed that “[c]learly I think this represents minimal hazard, but I think the precautions we put in place are still appropriate . . . [and] . . . [i]f one gets very close to the light for prolonged periods of time, this still could be somewhat of a problem but I think the present operation is certainly within acceptable limits with the recommendations we placed in the past.” The arbitrator noted that the consultant reiterated this position in his testimony at the hearing. He said he agreed with the reasoning of the occupational medicine consultant that “[w]hile the risk of injury from OCR light emissions is admittedly minimal, there would appear to be insufficient justification to ignore that risk when simple alternatives to abate it are available.” Moreover, the arbitrator said that “it is inexplicable that the Employer persisted in instituting a new procedure for clearing jams without at least having an On-the-Job Safety Review/Analysis” and without making a “good faith effort to resolve this matter through the Joint Safety & Health Committee process.”

Accordingly, the arbitrator found that the Postal Service violated the National Agreement when local management instituted a new procedure for clearing jams on an FMS/OCR on September 8, 1999. (*AIRS #34978 - USPS #I98C-11-C 99271887; 11/23/2000*)

Contracted Body/Fender Work Constituted Unsafe Condition

The Postal Service violated the National Agreement by allowing motor vehicle body and fender work to be performed by a subcontractor which resulted in unsafe conditions, Arbitrator Gudenberg ruled. He ordered that the Postal Service cease and desist from having work performed by this subcontractor which does not meet the safety requirements defined in the National Agreement.

This case arose in the Albany, New York postal facility after the Postal Service subcontracted vehicle repair work to an outside body shop. The union filed a grievance asserting that the subcontracting of critical body work was not properly performed and as a result, the safety of drivers was jeopardized. It requested that the work which was subcontracted be returned to the bargaining unit and bargaining unit employees be compensated for all hours the outside contractor spent in repairing the vehicle. At the hearing, the union presented a videotape of a vehicle as well as testimony of two employees, a Level 6 Mechanic and a Level 7 Body and Fender Repairman. These witnesses said that the vehicle had many defects after being repaired by a subcontractor and these defects included rivets that were not properly tightened, postal logo stripes that had bubbled, use of improper fasteners, as well as other defects. A Form 1767 was completed by a steward which indicated that the work performed by the contractor was improper. In addition, the union introduced into evidence a vehicle maintenance work order showing that a number of repairs had been made to the vehicle by

employees from the vehicle maintenance facility after it had been repaired by the subcontractor. Moreover, the union presented an extract of the LLV Body Service Manual into evidence that explained the proper procedures for repairing vehicles like the one upon which work had been done by a subcontractor. The Service presented no testimony to contradict the union's evidence.

Arbitrator Gudenberg found that the union did not specifically claim that management failed to give due consideration to the factors set out in Article 32.1.A when it subcontracted out the vehicle repair work. In addition, he found that there was no evidence introduced which supported such a contention. Instead, he said, the union's grievance related to a violation of safety provisions in the National Agreement which are contained in Article 14. The arbitrator then concluded "[t]he evidence, which was unrefuted, did establish serious safety questions" and "[t]he validity of these safety matters must be credited to the Union since no other explanation was presented nor was the Union's testimony refuted." He determined, therefore, that "[t]he Union's safety concerns as defined by the provisions of Article 14 are meritorious." He also found that since there was no evidence that the Postal Service failed to comply with Article 32 or of the number of hours of work performed by the subcontractor, an award of compensation to bargaining unit members was not appropriate. However, he directed that the Postal Service ensure compliance with Article 14 in the performance of work. (*AIRS #34952 - USPS #B98V-4B-C 99245644; 12/11/2000*)

Stopping Installation-Wide Safety Meetings Violated NA

The Postal Service's discontinuation of the practice of conducting quarterly local Joint Labor-Management Safety and Health Committee meetings on an installation-wide basis with representatives from management and all Olympia,

Washington area unions violated the National Agreement, Arbitrator Hauck ruled. He ordered that the Service hold local Joint Safety and Health Committee meetings on an installation-wide basis (plant, main offices, stations, etc.) with representatives from all unions invited to participate.

This case arose in Olympia, Washington when local management first informed the local union on November 26, 1999 that the Plant and Customer Services sections of the Olympia Post Office must conduct separate Safety and Health Committee meetings. It stated specifically that the Olympia P&DF and the Olympia Post Office are separate units and each will conduct their own meeting. Over the course of several months, management and the union exchanged correspondence concerning their different opinions including the definition of a facility and installation. The parties also mutually agreed to time limit extensions for filing a Step 1 grievance until March 10, 2000 at which time the Step 1 meeting occurred.

The arbitrator determined that the past practice in Olympia as far back as 1982 was for the Joint Labor-Management Safety and Health Committee to include representatives from management and all unions. A June 1999 Memorandum of Understanding between the parties stated that "[t]hose offices that have an established program (e.g. Safety Captain) in which they regularly meet with union representatives to discuss safety concerns are not required to modify their existing program to conform to these procedures." An August 4, 1999 joint document of the parties read that "the provisions of existing contractual obligations should in no way be changed or altered. . . [and] . . . Therefore, there would be no change to the existing membership of the joint Safety and Health Committee." In addition, this document stated that "such pre-established, active safety programs are not subject to modification and may continue to operate effectively under this agreement." The arbitrator further indicated that the parties agree that the scope of "installation" did not change for

contractual purposes with restructuring.

The union argued that the Postal Service violated Articles 14.4, 19, 38.2.B and other sections of the National Agreement as well as the Guidelines for Local Joint Labor-Management Safety and Health Committees, EL-809, March 1982. The union stated that the Olympia installation consists of a Processing and Distribution Facility (P&DF), a main office, Westside Station, Lacey Station and Tumwater Station, which were all within 15 minutes of each other. It asserted that the parties' past practice is that the Joint Labor-Management Safety and Health Committee has consisted of representatives from management, the APWU, the NALC, the NPMHU, and the NRLCA from at least February 1982. The union contended that several agreements between the parties have indicated that there would be no change to the existing membership of the Joint Safety and Health Committees. In addition, it maintained that Article 38.2.B further indicates that the parties' understanding is that the term installation encompasses a facility or facilities that are considered one for hiring, negotiating a Local Memorandum of Understanding, Joint Safety and Health Committees and other contractual matters. The union contended that the Service unilaterally ceased to hold Joint Local Safety and Health meetings with all unions represented in violation of the National Agreement.

The Postal Service countered first of all that the grievance was not procedurally arbitrable since the union failed to file the grievance in a timely fashion. It also argued that its decision to hold separate Safety and Health Committee meetings, one at the P&DF and one at the Olympia Post Office, did not violate the Agreement since Article 14.4 requires that at each postal installation having 50 or more employees, a Joint Labor-Management Safety and Health Committee will be established. The Postal Service contended that in 1997, a new Olympia P&DF was created and both the Olympia P&DF and the Olympia Post Office have 50 or more employees. The Service

further contended that the Postal Employee Safety Enhancement Act requires it to conduct separate Safety and Health Committee meetings and the exclusion of the other unions from the Safety and Health Committee meeting at the Olympia P&DF is due to the absences of members of those bargaining units in that facility. Moreover, management asserted that its current practice in Olympia is similar to that in Seattle, Washington.

First of all, the arbitrator considered the Service's argument that the grievance was inarbitrable. He found that there was no evidence that the grievance was not substantively arbitrable. Then addressing the issue of procedural arbitrability, Arbitrator Hauck stressed that the U.S. Supreme Court in the *Steelworkers Trilogy of 1960* "directed that doubts concerning the arbitrability of a dispute should be resolved in favor of arbitration." He then found that the union filed the grievance within mutually agreed extended time limits for filing at Step 1, and the union did not reasonably learn that the Agreement was violated until the Postal Service refused to continue ongoing discussions of the dispute. Accordingly, he found that the matter was arbitrable.

Turning to the merits, Arbitrator Hauck indicated that the contract terms installation and facility in relation to Articles 14.4 and 38.2.B, and the EL-809 may be ambiguous but the parties' past practice may establish the meaning of the ambiguous terms. He found that the past practice existing since at least February 1982 was to have one Joint Labor-Management Safety and Health Committee with representatives from all Olympia unions and management, and in addition, it included having installation-wide meetings which did not change until two years after the P&DC was opened. The arbitrator also noted that "[b]ecause the evolving guide followed by arbitrators in matters of this type is to resolve doubt against the party proposing to change the constructive meaning and interpretation of ambiguous terms, such as *installation*, the Arbitrator must resolve existing doubt regarding this particular portion of the parties' dispute

against the Service.” He further indicated that he would not rely on the practice in Seattle as affecting the Olympia postal facility. He thus ruled that “in Olympia, Washington the term *installation* means, as described by the Union, the combined Olympia P&DF and Olympia Post Office for purposes of the Joint Labor-Management Safety and Health Committee established pursuant to Article 14.4 and EL-809.”

Moreover, Arbitrator Hauck rejected the Postal Service’s contention that it could not consider evidence including the MOU signed by the parties on June 8 & 9, 1999 and the document developed by the APWU and USPS on August 4, 1999, since it was new evidence which was not introduced until just before the arbitration hearing. He indicated that “new evidence which comes to light after the grievance has been processed but before the hearing should ordinarily be admitted, provided the other party is protected from surprise.” He found that since the Service signed the June 8 & 9, 1999 MOU and the August 4, 1999 joint document, the Postal Service was not surprised or prevented from reviewing or responding to this new evidence. The arbitrator determined that since the MOU and Joint Document were executed very close in time to the grievance, he found that these documents were relevant to the union’s contentions and helped establish that the former Joint Labor-Management Committee should be continued. He thus ruled that “the continued practice of holding single, rather than two (2) separate, Quarterly Joint Labor-Management Safety and Health Committee meetings in Olympia is in conformance with Article 19 and other portions of the National Agreement.” In addition, the arbitrator said that there was no support for the Postal Service’s claim that the change to two separate Joint Labor-Management Safety and Health Committees was an OSHA requirement. (*AIRS #35443 – USPS #E98C-4E-C 00120252; 4/12/2001*)

Dust from Machine Cleaning Constituted Safety Violation

The Postal Service violated the National Agreement by failing to provide a safe and nonhazardous workplace due to the manner in which it dealt with dust generated by maintenance procedures used to clean mail processing equipment, Arbitrator Vaughn ruled. In reaching this decision which affects the Raleigh, North Carolina P&DC, the arbitrator indicated that this case involves a condition which should be explored at the national level “since many facilities nationwide use these machines and since effective solutions to this national problem would benefit from the kind of attention and resources national handling can bring to bear.”

As to the remedy in this case, the arbitrator ordered that the Postal Service cease and desist from using compressed air in excess of 30 psi to clean the OCR, BCS and DBCS machines at the facility; provide working vacuum cleaners to all technicians cleaning such machines; direct and monitor technicians to ensure maximum use of vacuums and minimum use of compressed air and provide technicians with sufficient time to utilize such cleaning techniques; clean floors, trays and other accessible, non-vertical surfaces in proximity to the machines on the same or more frequent basis than the machines; develop a mechanism to clean other surfaces in proximity to the machines which accumulate dust on a periodic basis; provide dust masks to employees and warn employees in advance of cleaning and not require employees to reenter work areas while levels of dust hazardous to health and/or safety remain. In addition, Arbitrator Vaughn directed that management make diligent efforts to alleviate the problems of dust aggravated by cleaning, report to the union at least quarterly as to its efforts, and respond promptly and substantively to union complaints and inquiries on this issue, in writing, if requested.

This case arose in the Raleigh P&DC as a

result of dust from cleaning of mail processing equipment. The cleaning process at the facility is supposed to be completed once a day and is supposed to include vacuuming dirt and debris from machines. However, testimony of several employees indicated that vacuuming is only used infrequently. Instead the machines are cleaned by using a hose with compressed air and blowing the dust, dirt, and debris out of the machine. Before cleaning is conducted, mail processing employees are supposed to be warned and removed from the area. However, testimony of several employees indicated that they are not warned or removed from the area or must report back to the work area immediately after cleaning while a large concentration of dust is in the air. The air pressure of the blowing equipment is supposed to be at a low pressure of 30 psi, but the union produced evidence that cleaning occurs at much higher pressures. In 1997, the union filed a grievance challenging the methods used to clean automated equipment that produced an excessive amount of dust and debris. The Postal Service settled the grievance by stating that money had been requested for filter systems for OCR and BCS equipment and that the systems would run through the machines and for the most part would eliminate dust in the air. However, no filtration system was purchased or installed in the Raleigh P&DC. A HR Specialist testified that a filter system was never purchased because the same type of system did not work in another facility. In addition, she stated that the agreement did not comply with budget procedures. The grievance in this case was initiated on March 3, 2000 alleging that Mail Processors and ETs were exposed to high concentrations of noise and dirt as a result of BCS, DBCS and OCR maintenance cleaning. It asserted that its requests for correction of this condition since 1996 had not resulted in any changes.

An ET 9, who worked in the past as an MPE 6 and 7, testified that cleaning is performed between 7:00 AM and 3:30 PM with DBCSs being cleaned anytime during the tour and OCRs

being cleaned before noon. He indicated that he cannot remove all the dirt and dust from machinery with a vacuum and therefore, it is necessary to use blowing equipment. He stated that dust particles remain in the air for a long time after the cleaning has been finished. He testified that though the air pressure of the equipment is supposed to be 30 psi, there are no gauges to determine the pressure. In addition, he said that the pressure is determined by the regulator to which all automation equipment is attached and therefore more than 30 psi of pressure is used. This employee further stated that signs warning employees of cleaning are placed in the aisle. Another ET testified that compressed air is used to clean the machines, it runs off the house compressor and regulator, and is approximately 50 to 60 psi. He indicated that he has been instructed to vacuum out the machines only sometimes but that he informs employees when he is going to clean the equipment. He said that when compressed air is used, mail, paper, and dust are blown out and afterwards light dust and dirt remains in the air.

A Mail Processor, who works on a BCS, testified that all cleaning is performed by blowing and when blowing has been performed, dust accumulates in the air and later falls from the air and settles on people. In addition, he testified that dust constantly falls off of overhead equipment. He stated also that employees are instructed to return to the machines immediately after blowing is performed. He said that he has suffered from some respiratory problems and others have as well. Another Mail Processor, who is a steward and on the Raleigh P&DC Safety Committee, testified that employees return to the work area following cleaning while dust is still in the air. She indicated that in 1996, the problem of dust became a major one and employees complained of headaches and runny noses. In addition, the steward testified that employees have experienced such other adverse health effects as sinus conditions and runny eyes, and she has suffered from throat problems and nosebleeds. She stated that she filed several reports of an

unsafe condition due to the dust from 1996 through March 2000, and the issue was raised in Safety Committee meetings in February 2000, January 2001, and March 2001. A Mailhandler, who is a Safety Captain and a member of the Safety Committee, testified that the dust hangs in the air, is kicked up from the floor, and is blown into adjacent areas, and that the union has raised the issue with the Postal Service on a quarterly basis. Also, the Safety Committee Minutes reflect that on February 22, 2000 and March 27, 2000, the union raised the issue of dust on the workroom floor as a result of the blowing process. An additional employee, who works as a Mail Processor, testified that while working at the Bar Code Sorter she experienced breathing problems, nasal congestion and nosebleed problems.

The arbitrator indicated that he conducted a site visit of the area during the hearing, and found that dust flew everywhere and was in the air and on many surfaces when machines were cleaned by using air nozzles. He noted that the technician did not use a vacuum and there was no vacuum in sight. A labor educator from a state Safety and Health Project testified that under the Occupational Safety and Health Act, the Postal Service has a general duty to provide employees with a place of employment that is free from recognized hazards. She indicated that the Postal Service is subject to OSHA requirements. This witness testified further that there were no recommended exposure limits for paper dust, and that permissible exposure limits for other dust addressed in OSHA standards are not sufficient to protect employees from a hazard.

The Supervisor of Maintenance Operations said that though maintenance employees are required to vacuum before using blowing equipment, vacuuming alone cannot completely clean the machinery. He testified that employees are required to leave the work area before blowing is conducted, and that signs are supposed to be placed in the aisles before cleaning is started. However, he conceded that he did not know how soon after the cleaning process employees are

required to return to their work areas. The SMO testified that the building where the equipment is located is equipped with an air filtration system. He claimed that cleaning is performed at 30 psi, but admitted that house air pressure is 90 to 100 psi. An HR Specialist testified that test results indicate that the facility falls within OSHA limits with regard to dust and noise, and that adequate measures have been taken to reduce the level of dust in the facility.

The union argued that the Postal Service's efforts to resolve the problem of dust from cleaning automation equipment have been insufficient and inconsistent. In addition, it asserted that management failed to comply with its commitment as a result of resolution of a prior grievance to purchase and install filtration systems at this location. The union argued that the Postal Service failed to maintain a proper air pressure of 30 psi in cleaning the equipment, and did not remove employees from the area during cleaning. It asserted that the testing the Postal Service conducted did not establish that there was a hazard, since the permissible exposure limits set by OSHA are not sufficient to protect employees from respiratory problems and occupational asthma that may develop from shorter, but more concentrated exposure to dust. In addition, it maintained that though the Postal Service obligated itself to only request funding for a filtration system in the prior grievance settlement, the Postal Service could have resolved the problem in this case by installing such a system or an alternative system if the former system was not feasible. It requested that the Service be required to install such a system as a remedy for the violation.

The Postal Service countered that the evidence establishes that it has taken adequate measures to prevent an unsafe condition. It cited its witnesses' testimony that they have instructed both maintenance employees to use vacuums before air pressure to clean the machines and mail processors to leave the area before cleaning is performed. Moreover, the Service maintained that

testing that it has conducted shows that the levels of dust and noise as a result of cleaning were permissible under OSHA standards. It therefore contends that the union has failed to show that such conditions have created a safety hazard. In addition, it asserted that the union did not show that employees have filed claims for on the job injuries as a result of noise or dust exposure. It maintained that the facility has a facility-wide air filtration system and therefore an additional filtration system is unnecessary. The Service further argued that the remedy from the 1997 grievance should not be considered because reference to this resolution was not made in the current grievance and therefore is a new argument.

Arbitrator Vaughn indicated that under Article 14 and the Employee and Labor Relations Manual, the Postal Service has an obligation to provide safe working conditions for its employees and must maintain the workplace in a safe and sanitary condition, including occupational health and environmental conditions. In addition, he stressed, the Service has an obligation under the general duty clause of the Occupational Safety and Health Act to provide employees with a safe workplace. The arbitrator then ruled that the Postal Service violated both Article 14 and its general duty to provide employees with a safe and nonhazardous workplace by the manner in which it dealt with dust generated by cleaning mail processing machines. He indicated, however, that there was insufficient evidence to establish a contractual violation due to management's measures to handle noise generated by the cleaning procedures since no significant evidence was offered to prove this issue.

In reaching his decision, the arbitrator noted that the Postal Service had recognized for years that the dust from cleaning the machinery created unsafe conditions as indicated by its prior resolution of a 1996 grievance. He further found that the current building filtration system does not effectively clean the air. In addition, he determined that maintenance employees did not use vacuums to clean the equipment but rather used air pressure

which resulted in blown dirt and dust being catapulted into the air and remaining there for some time. The arbitrator found further that employees are directed to resume work immediately after cleaning is completed and therefore are exposed to dirt and dust which remains floating in the air. "...[W]arning employees that the cleaning is about to occur and temporarily relocating them to an adjacent work area does not prevent them from becoming exposed, on a daily basis, to high concentrations of the airborne particulate matter," the arbitrator reasoned. "Better notice, a broader evacuation and a time of return which recognizes the dust hanging in the air are needed," according to Arbitrator Vaughn. In addition, he stressed that "[a]ny delay can be shortened by using cleaning regimens which leave less dust in the air."

To further support his decision, the arbitrator found that air pressure used in cleaning is not being done at 30 psi but at higher levels. Moreover, he indicated that even if one were to accept the Postal Service's argument that dust levels were within permissible limits, the Postal Service has a general duty both under the ELM and the general duty clause of the Occupational Safety and Health Act to provide a safe workplace. He found that evidence showing that employees have suffered adverse health consequences from exposure to dirt and dust is sufficient to prove that the Postal Service has not met this duty. Moreover, he stressed that the National Agreement does not state merely that the Postal Service must provide a workplace that complies with OSHA levels but rather restates the general duty clause of OSHA. "Had the Postal Service desired to absolve itself from a general obligation to provide a safe work place, it could have proposed that it would be obligated to provide a work place which meets minimum OSHA requirements," the arbitrator said. "It did not do so, and, therefore, its reliance on the 'Industrial Hygiene Report,' reflecting that its dust levels were within applicable OSHA limits does not insulate it from its obligation under the Agreement," he continued. "Where, as here, there

is sufficient proof that peak period exposure produces objective, substantial adverse health and safety impact, proof that longer term exposure is within OSHA PELs is not sufficient,” Arbitrator Vaughn stressed.

Moreover, according to the arbitrator, the evidence shows that these conditions have existed for years and the Postal Service did not address them despite being confronted with the problem in Safety Committee Meetings and by a prior grievance. “. . . [T]he Employer voluntarily entered into a settlement agreement in resolution of the 1997 grievance and then proceeded to neglect both the terms of that agreement and any other diligent efforts to actually correct the problem,” the arbitrator said. “The record persuades me that Local management has been, put most charitably, neglectful of its obligations to the employees and, more probably, disingenuous in its stated commitment to solving this problem . . . [and] . . . [t]his must cease,” he stressed.

However, Arbitrator Vaughn declined to order installation of a filtration system due to prior reports that it was not effective and his observation that a filter system would not prevent substantial exposure if the Postal Service continued to use high pressure air to clean unvacuumed machines and left floor, trays, and surfaces uncleaned. (*AIRS #35681 - USPS #D98C-1D-C 00109382; 5/7/2001*)

Changes in Safety Policy Violated NA

The Postal Service’s unilateral change in its safety policy violated the National Agreement, Arbitrator Cronin ruled. He ordered that the Service cease and desist from such unilateral action; promptly rescind the two unilateral changes in the safety program; and afford the union an opportunity to bargain, i.e. to meet and confer or discuss the substance, implementation, and effect of any such safety policy changes that significantly affect or have a substantial impact on the terms

and conditions of employment of the employees involved.

This case arose at the Denver, Colorado BMC. On March 2, 1995, the plant manager issued a notice that advised employees of the importance of notifying their supervisor or manager immediately when a job related accident/incident occurs. In addition, the notice stated that in the future, when any employee fails to immediately report a job related accident/injury . . . the employee’s claim for compensation benefits may be controverted and corrective disciplinary action for not complying with this written directive may also be taken. The union thereafter filed a grievance and an unfair labor practice charge with the National Labor Relations Board.

The union contended that the Service’s notice made changes in its safety policy that directly affect wages, hours and other terms and conditions of employment. It pointed to the provision’s change in the time within which injuries are to be reported, its indication that the failure to immediately report an accident/injury may result in a claim for compensation benefits being controverted, and that corrective disciplinary action may be taken for failing to immediately report an accident/injury. The union argued that the Postal Service was required to bargain in good faith regarding the safety policy changes, citing Article 5. Moreover, it cited provisions of the ELM including Section 542.112 and 544.212 that indicate that a CA-1 be provided within two working days but not more than 30 days following an injury.

The Service maintained that its 3/2/95 notice was simply a restatement of its existing safety policy and did not constitute a change. To support its argument, it relied on provisions of a safety policy statement issued 9/8/92 that required that employees report accidents to their supervisors immediately, regardless of the seriousness of the accidents, and that failing to observe safe work practices and instructions may result in corrective action up to and including discharge. Moreover, management cited ELM Section 814 which

indicates that it is the responsibility of all employees to immediately report any accident or injury in which they are involved to their supervisors.

The arbitrator indicated that the initial inquiry is whether or not the 3/2/95 notice is a mere restatement of the existing policy or whether it contains changes in that policy. He determined that the requirement to immediately inform a supervisor when a job-related injury occurs is not new or different from the safety policy that had been issued in 1992. In addition, he indicated that under ELM Section 814.2, an employee is required to immediately report any accident or injury to their supervisor. Arbitrator Cronin concluded, however, that the policy provisions that prescribe that in the future, an employee's claim for compensation benefits may be controverted when he fails to immediately report a job-related injury and that corrective disciplinary action may be taken for not complying with the policy were changed provisions. He did not agree with the Service's argument that these provisions were not a change based on prior policy that indicated that failing to observe safe work practices and instructions may result in appropriate corrective action being taken. The arbitrator stressed that these provisions relate to the manner in which employees are expected to perform their work tasks and not to possible disciplinary action for failing to report a job injury immediately as set out in the 1995 policy. He then concluded that the Postal Service was required to bargain about such changes in accordance with the National Agreement and Section 8(d) of the National Labor Relations Act. Since management did not bargain with the union over these changes, the arbitrator determined that a violation of the National Agreement existed in this case. (*AIRS #36533 - USPS #E90C-1E-C 95045567; 10/31/2001*)

Suspensions for Violating Safety Rule are Set Aside

The Postal Service lacked just cause for placing an employee on three emergency suspensions and a 14-day suspension for violating a safety rule regarding the wearing of gloves while working on an AFSM 100 machine, according to a ruling by Arbitrator Thomas. The arbitrator sustained the grievance and ordered that all references to these actions be expunged from the grievant's personnel file.

The grievant, a Flat Sorting Machine Operator at the Morgan facility in New York City, worked on Flat Sorting Machines 881 and 1000 and as a relief employee on the AFSM 100 machine. On three occasions between January 14 and February 6, 2001, he was placed on emergency suspensions for working on the AFSM 100 machine with work gloves. Thereafter, on February 28, 2001, he was issued a 14-day suspension for committing an unsafe act by wearing gloves while working on the AFSM 100 machine. The Supervisor of Distribution Operations testified that the grievant was observed wearing cloth-type gloves on January 14, 2001. He asserted that the grievant could suffer an injury if his hand was sucked into the machine and therefore, he informed the grievant to take his gloves off. He testified that the grievant refused and he placed him on an emergency suspension. On February 6, 2001, the grievant was observed wearing the same type of cloth gloves while working on the AFSM 100. When the grievant was informed to stop wearing the gloves, the grievant told the SDO that he was going to work with his gloves on. He then was placed on an emergency suspension. This witness conceded that the report that he wrote on the January 14, 2001 incident did not state that the grievant refused to take his gloves off. He said that he was not sure if the grievant gave him a Form 1767 complaining of a safety and health hazard. A Safety Specialist for the facility testified that on

January 31, 2001, the grievant was observed wearing canvas gloves, was informed by his supervisor to stop wearing the gloves, and continued loading the machine with his gloves on. He said that he explained to the grievant why the gloves are dangerous and the grievant indicated that he had experienced some paper cuts thereby feeling a danger if gloves were not worn. He conceded that employees are now using latex gloves while working on the machines because of the anthrax hazard, but differentiated this type of glove from the type the grievant was wearing because it has a tight fit. The Safety Specialist said, however, that there is a potential for a hazard from any type of glove when an employee is clearing a jam or reaching into a feeder of the machine. He said he did not recall receiving a Form 1767 regarding wearing gloves while working on the AFSM 100 machine. He stressed that the machine manufacturer recommends that employees not wear gloves while operating the AFSM 100 and there had been an experience where an employee's hand had gotten caught in the feeder part of the machinery. In addition, another Supervisor of Distribution Operations who worked in the facility in January 2001 testified that he observed the grievant wearing gloves while working on the AFSM machine on January 30, 1001. He said that he told the grievant that it was a hazard to perform the work with gloves on, but the grievant said not wearing the gloves would damage his hands. He then told him to stop working and placed him on an emergency suspension. In addition, he testified that the grievant had not provided him with a Form 1767 regarding wearing gloves while working on the AFSM 100.

A third Supervisor of Distribution Operations testified that he issued the grievant a 14-day suspension and was asked to issue the suspension by the Manager of Distribution Operations. He also acknowledged that before issuing the suspension, he did not conduct a predisciplinary interview and was given a factual report from another management representative outlining the

need for the disciplinary action. The grievant testified that when he worked the AFSM 100 machine without gloves, he had injured his hands by getting paper cuts and cuts to his cuticles. Therefore, he decided to wear gloves to protect his hands. He also testified that he wrote up a Form 1767 concerning the safety hazards of not wearing gloves and did not receive an answer. On each occasion when management told him to take off the gloves, he told the supervisors that he had to protect his hands and was then placed on an emergency suspension. He also reminded the supervisors that he had given them a Form 1767 and had not received an answer.

The Postal Service contended that the grievant violated the rule at the time that prohibited the wearing of gloves at the AFSM 100 machine and therefore, the grievances should be denied. It asserted that these rules were for safety reasons because serious potential injury could occur. In addition, the Service maintained that each emergency placement was a warning to the grievant to not wear gloves and therefore it could properly issue a disciplinary suspension.

The union countered that the grievant did not disobey a direct order to not work on the machinery with his gloves on because the Postal Service removed the grievant from the equipment after he explained that he had to protect his hands. Moreover, the grievant filled out a Form 1767 about working the AFSM without gloves that was not answered by management. In addition, the Service did not conduct a predisciplinary interview of the grievant before issuing the 14-day suspension and the supervisor who issued the suspension was merely following an order of his supervisor. It therefore requested that the grievant be made whole, have all time that he was placed on an emergency placement restored, and all records concerning the placement and 14-day suspension expunged from his records.

The arbitrator observed that the Agreement provides that an employee may be disciplined for failing to observe safety rules and that Article 16.7 provides a process by which management may

immediately place an employee in off duty status without pay also for failing to observe safety rules. However, she noted that Article 14 provides that it is management's responsibility to ensure that there are safe working conditions in all present and future installations and to develop a safe working force. Moreover, the Agreement provides that if an employee believes he or she is being required to work under unsafe conditions, the employee may notify his immediate supervisor "who will immediately investigate the condition and take corrective action if necessary," according to the arbitrator.

Arbitrator Thomas then found first of all that the grievant did not have the opportunity to disobey a direct order because after he explained that he was wearing gloves, the Postal Service "simply removed him from the machine and told him to go home." In addition, she determined that there was no dispute that the grievant reasonably feared for his safety and he notified the Postal Service of his safety concerns in writing. She credited the grievant's testimony along with testimony of a supervisor that she was in the area when the grievant wrote out a Form 1767 on the use of gloves on January 14, 2001. The arbitrator thus concluded that the grievant followed the contractual procedure for reporting unsafe conditions yet the Postal Service did not meet its responsibility to investigate the complaint. In addition, she said that an employee is not obligated to comply with an order that threatens his or her health or safety. Also, she stressed, "Article 16.7's authorization to immediately place an employee on emergency placement for failure to observe safety rules and regulations must be reconciled with Article 14's requirement that the employer will immediately investigate an employee's complaint of unsafe conditions and take corrective action if necessary." The arbitrator thus concluded that "[w]hen the employer refuses to consider whether its safety rules and regulations are valid in a particular circumstance (as required by Article 14), it simply cannot place an employee on emergency placement for failure to follow that

rule."

Arbitrator Thomas also noted that the Postal Service has failed to explain why the grievant could not have been offered the alternative of using latex gloves, which are now worn by employees using this machine. "Had the investigation and 'corrective action' been taken pursuant to Article 14.2.a, such an alternative could have been raised," according to the arbitrator.

The arbitrator further found that the 14-day suspension also could not be upheld. She indicated that the supervisor who issued the suspension did not conduct a predisciplinary interview or his own investigation of the charges against the grievant. Moreover, the individual who told the supervisor to issue the suspension was the same individual who concurred in the discipline. Therefore, she found that the supervisor did not make "an independent decision to issue [the grievant] a fourteen day suspension but, rather, went through the motions that he was told to go through." "This procedural error, along with the fact that [the supervisor] chose a fourteen day suspension rather than a lesser form of discipline is sufficient to sustain the grievance," according to Arbitrator Thomas. (*AIRS# 36927 - USPS #A98C-4A-D 01101328, 01101337, 01101349, A98C-1A-D 01124645; 1/16/2002*)

Denial of Representation on Federal Council Violated NA

The Postal Service violated the National Agreement by denying the APWU/NALC a representative on the Field Federal Safety and Health Council, Arbitrator Bloch ruled. He ordered that management cease and desist from excluding an APWU/NALC representative from membership on the Field Council.

This case arose in Columbus, Ohio where there was a Central Ohio Field Federal Safety and Health Council and a local Safety and Health Committee composed of members of the APWU,

NALC, and the Mail Handlers unions. It also arose under the 1981 National Agreement negotiated between the APWU, NALC and the Postal Service. During 1981 and 1982, a letter carrier representing the APWU and NALC on the local Safety and Health Committee served as a liaison to the Field Council. In late 1982 or early 1983, the Columbus regional office of the Postal Service appointed a member of the Mail Handlers Union to serve as a representative on the Field Council. The APWU protested and argued that the National Agreement that had been negotiated between the APWU, NALC, and the Postal Service required representation by one of the APWU/NALC members at the Field Council level as provided in Article 14, Section 9. It asserted that the term unions as used in Article 14 referred only to unions covered by the National Agreement. The Postal Service countered that as required by Article 14.9, one representative of the unions meant a representative of the three unions including the Mail Handlers. Management maintained that while the Mail Handlers negotiated a separate agreement in 1981, the language as originally negotiated referred to the three unions and had not been changed. At the arbitration hearing, the Mail Handlers Union requested the right to intervene.

Arbitrator Bloch found that there were no grounds by which the Mail Handlers Union's

request for intervention should be granted. He relied on the fact that the issue in this case arose under an agreement covering only the APWU, NALC, and the Postal Service. He further determined that the Agreement's reference to a representative of the unions does not mean unions "other than the ones who are party" to the Agreement. The arbitrator stressed that the Agreement "is clearly restricted to the APWU and the NALC, as indicated by the Preamble to the Agreement and Article 1 – Union Recognition, which among other things, expressly *excludes* Mail Handlers." Without "explicit reference" to the Mail Handlers, therefore, the language could not have been referring to that union. Since "the Labor Agreement incorporates rights and obligations in Article 14, Section 9, that flow to the parties to the agreement," "[t]hat language neither establishes rights nor places constraints on others, whose respective rights are determined by their agreements," according to the arbitrator. Since the Mail Handlers union negotiated its own agreement with the Postal Service in 1981, he said, the term "unions" in Article 14, Section 9 did not include that union. Accordingly, Arbitrator Bloch ruled that "by excluding an APWU/NALC representative from membership on the Field Council, Management has violated the terms of Article 14.9 of the National Agreement." (*AIRS #3269 - USPS #H1C-4F-C 15924*; 7/5/84)

S&H National Level Settlements

USPS Must Allow Entry by Union Safety Experts

In a Step 4 settlement, the Postal Service has agreed that it is obligated under Article 23 to allow authorized representatives of the union, including safety and health experts who are not on the union's payroll, to enter postal installations for the purpose of performing and engaging in official union duties and business related to the National Agreement. It further acknowledged its obligation under Article 14 of the National Agreement to provide safe working conditions in all present and future postal installations. *See pages 82-83.*

Use of Radio Headsets by Employees

In several national level settlements, the Postal Service and the APWU have agreed that the "use of radio headsets is permissible only for employees who perform duties while seated and/or stationary and only where use of a headset will not interfere with performance of duties or constitute a safety hazard." The settlements further state that "[e]mployees will not be permitted to wear or use radio headsets under other conditions, including but not limited to: while walking or driving; near moving machinery or equipment; while involved in oral business communications; while in contact with, or in view of, the public; or where the headset interferes with personal protective equipment." *See pages 84-86.*

Union Representatives May Participate in Inspections

In a Step 4 settlement, the Postal Service has agreed that Article 14 gives union representatives the right to participate in inspections conducted in accordance with Article 4, Section 8. The settlement provided that "[t]he union representatives, obviously, have the right to make their own notes and draw their own conclusions from the inspection and request the opportunity to discuss them with management." It indicated, however, that "[t]hey may or may not be invited to an internal management meeting to discuss the results immediately after the inspection." *See pages 87-88.*

Use of Mercury Vapor Lighting

The Postal Service and APWU have agreed that mercury vapor lighting used by the Postal Service must comply with food and Drug Administration Standard 21 CFR 1040.30. *See pages 89-90.*

Article 14.1**ARTICLE 14
SAFETY AND HEALTH****Section 1. Responsibilities**

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Employer will meet with the Union on a semiannual basis and inform the Union of its automated systems development programs. The Employer also agrees to give appropriate consideration to human factors in the design and development of automated systems. Human factors and ergonomics of new automated systems are a proper subject for discussion at the National Joint Labor-Management Safety Committee.

Section 2. Cooperation

The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and vehicle equipment, and the work place must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each installation the appropriate forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he/she is being required to work under unsafe conditions, such employees may:

- (a) notify such employee's supervisor who will immediately investigate the condition and take corrective action if necessary;
- (b) notify such employee's steward, if available, who may discuss the alleged unsafe condition with such

Article 14.2

employee's supervisor;

- (c) file a grievance at Step 2 of the grievance procedure within fourteen (14) days of notifying such employee's supervisor if no corrective action is taken during the employee's tour, and/or
- (d) make a written report to the Union representative from the local Safety and Health Committee who may discuss the report with such employee's supervisor.

Upon written request of the employee involved in an accident, a copy of the PS Form 1769 (Accident Report) will be provided.

Any grievance filed in accordance with Section 2. (c) above which is not resolved at Step 2 may only be appealed to the local Safety and Health Committee for discussion and decision **or may be appealed directly to arbitration within 21 days after receipt of the Employer's Step 2 decision.** Any such appeal **to the Safety and Health Committee** must be made within fifteen (15) days after receipt of the Employer's Step 2 decision unless the parties agree to extend the time for appeal. The committee shall meet to discuss the grievance at the next regularly scheduled Safety and Health Committee meeting. Any grievance not resolved by the committee may be appealed directly to arbitration within 21 days of the committee's review. **If appealed to the regularly scheduled local Safety and Health Committee, the parties representatives shall be prepared to present the issue to the committee with their assessment and resolution.**

Any grievance which has as its subject a safety or health issue directly affecting an employee(s) which is subsequently properly appealed to arbitration in accordance with the provisions of Article 15 may be placed at the head of the appropriate arbitration docket at the request of the Union.

Section 3. Implementation

To assist in the positive implementation of the various programs:

A. There shall be established at the Employer's Headquarters level a Joint Labor-Management Safety Committee and a Joint Labor-Management Ergonomics Committee. Representation on the Committees, to be specifically determined by the Employer and the Union, shall include one person from the Union and representatives from appropriate Departments in the Postal Service. Not later than 60 days following the effective date of this National Agreement, designated representatives of the Union and Management will meet for the purpose of developing a comprehensive agenda which will include all aspects of the Employer's Safety Program and Ergonomics Program. Subsequent to the development of this agenda, priorities will be established and a tentative schedule will be developed to insure full discussion of all topics. Meetings may also be requested by either party for the specific purpose of discussing additional topics of interest within the scope of the Committees.

The responsibility of the Safety and the Ergonomics Committees will be to evaluate and make recommendations on all aspects of the Employer's respective Safety and Ergonomics Programs, to include program adequacy, field implementation, studies for improving the work environment, training, and unsafe conditions. To support this process the Employer shall establish a fund of \$500,000 within ninety (90) days of the effective date of this Agreement. In January **2002** and **2003** the Employer will replenish the fund to its original amount. The Fund shall be supervised by the Joint National Labor-Management Safety Committee. Disbursement of the funds for any expenditures shall be authorized by the chairperson of the Committee.

Article 14.3.C

The Chairman will be designated by the Employer. The Employer shall furnish the Union information relating to injuries, illness and safety, including the morbidity and mortality experience of employees. This report shall be in form of reports furnished OSHA on a quarterly basis. The Headquarters level Committee will meet quarterly and the Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of significant, national nature arise between scheduled quarterly meetings either party may request a special meeting of the Committee. Either party will have the right to be accompanied to any Committee meeting by technical advisors.

B. There shall be established at the Employer's Area level, an Area Joint Labor-Management Safety Committee, which will be scheduled to meet quarterly. The Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of a significant Area nature arise between scheduled quarterly meetings, either party may request a special meeting of the Committee. Either party will have the right to be accompanied to any Committee meeting by technical advisors. Representation on the Committee shall include one person from the Union and appropriate representatives from the Postal Service Area Office. The Chairman will be designated by the Employer.

C. The Employer will make Health Service available for the treatment of job related injury or illness where it determines they are needed. The Health Service will be available from any of the following sources: U.S. Public Health Service; other government or public medical sources within the area; independent or private medical facilities or services that can be contracted for; or in the event funds, spaces and personnel are available for such purposes, they may be staffed at the installation. The Employer will promulgate appropriate regulations which comply with

Article 14.4

applicable regulations of the Office of Workers' Compensation Programs, including employee choice of health services.

D. The Employer will comply with Section 19 of the Williams-Steiger Occupational Safety and Health Act.

Section 4. Local Safety Committee

At each postal installation having 50 or more employees, a Joint Labor-Management Safety and Health Committee will be established. In installations having fewer than 50 employees, installation heads are encouraged to establish similar committees when requested by the Union. Where no Safety and Health Committee exists, safety and health items may be placed on the agenda and discussed at labor-management meetings. There shall be equal representation on the Committee between the Union and management. The representation on the Committee to be specifically determined by the Employer and the Union shall include one person from the Union, except in installations with two or more APWU crafts where up to two persons may be designated by the Union, and appropriate management representatives. The Chairman will be designated by the Employer.

It is recognized that under some circumstances, the presence of an additional employee employed at the installation will be useful to the local Safety and Health Committee because of that employee's special expertise or experience with the agenda item being discussed. Under these circumstances, which will not normally be applicable to most agenda items, the employee may, at the request of the Union, be in attendance only for the time necessary to discuss that item. Payment for the actual time spent at such meetings by the employee will be at the applicable straight-time rate, providing the time spent is a part of the employee's regular workday.

Article 14.8

Section 5. Subjects for Discussion

Individual grievances may be made the subject of discussion during local Safety and Health Committee meetings, in accordance with Article 14, Section 2.

Section 6. Employee Participation

It is the intent of this program to insure broad exposure to employees, to develop interest by active participation of employees, to insure new ideas being presented to the Committee and to make certain that employees in all areas of an installation have an opportunity to be represented. At the same time, it is recognized that for the program to be effective, it is desirable to provide for a continuity in the committee work from year to year. Therefore, except for the Chairman and Secretary, the Committee members shall serve three-year terms and shall at the discretion of the Union be eligible to succeed themselves.

Section 7. Local Committee Meetings

The Safety and Health Committee shall meet at least quarterly and at such other times as requested by a Committee member and approved by the Chairman in order to discuss significant problems or items. The meeting shall be on official time. Each Committee member shall submit agenda items to the Secretary at least three (3) days prior to the meeting. A member of the Health Unit will be invited to participate in the meeting of the Labor-Management Safety and Health Committee when agenda item(s) relate to the activities of the Health Unit.

Section 8. Local Committee Responsibilities

A. The Committee shall review the progress in accident prevention and health at the installation; determine program areas which should have increased emphasis; and it may

Article 14.8.A

investigate major accidents which result in disabling injuries. Items properly relating to employee safety and health shall be considered appropriate discussion items. Upon a timely request, information or records necessary for the local Safety and Health Committee to investigate real or potential safety and health issues will be made available to the Committee.

In addition, the Committee shall promote the cause of safety and health in the installation by:

1. Reviewing safety and health suggestions, safety training records and reports of unsafe conditions or practices.
2. Reviewing local safety and health rules.
3. Identifying employee unsafe work practices and assisting in enforcing safety work rules.
4. Reviewing updated list of hazardous materials used in the installation.
5. Identifying areas in which it is appropriate to require the presence of an additional person while maintenance work assignments are performed in hazardous areas to ensure adequate safety precautions.

Once such work assignments are identified, the committee will develop an on-the-job safety review/analysis (Form 1783) to document that an additional person will be used to avoid or minimize identified hazards.

The Committee shall at its discretion render reports to the installation head and may at its discretion make recommendations to the installation head for action on

Article 14.8.A

matters concerning safety and health. The installation head shall within a reasonable period of time advise the Committee that the recommended action has been taken or advise the Headquarters Safety and Health Committee and the President of the local Union as to why it has not. Any member of the Committee may also submit a written report to the Headquarters Safety and Health Committee in the event the Committee's recommendations are not implemented.

Upon proper written request to the Chairman of the Committee, on-the-spot inspection of particular troublesome areas may be made by individual Committee members or a Subcommittee or the Committee as a whole. Such request shall not be unreasonably denied. When so approved, the Committee members shall be on official time while making such inspection.

The Union representatives from the local Safety and Health Committee may participate on the annual inspection, conducted by District safety and health services personnel in the main facility of each Processing and Distribution Center, Facility and BMC, provided that the Union represents employees at the main facility of the Processing and Distribution Center, Facility or BMC being inspected. In no case shall there be more than one (1) Union representative on such inspections except in 200 man-year facilities where up to (2) union representatives may participate.

The Union representative from the local Safety and Health Committee may participate on other inspections of the main facility of each post office, Processing and Distribution Center, Facility, BMC, or other installation with 100 or more man years of employment in the regular work force, and of an individual station or branch where the station or branch has 100 or more man years of employment in the regular work force, provided that the Union represents employees at the main facility or station or branch and provided that the

Article 14.8.B

Union representative is domiciled at the main facility or station or branch to be inspected. If the Union representative to the local Safety and Health Committee is not domiciled at the main facility or station or branch to be inspected and if the Union represents employees at the main facility or station or branch, at the Union's option, a representative from the Committee may participate on the inspection (at no additional cost for the Employer) or the Union may designate a representative domiciled at the main facility or station or branch to be inspected to participate on the inspection. In no case shall there be more than one (1) Union representative on such inspections.

The Union representative from the local Safety and Health Committee may participate on the annual inspection of each installation with less than 100 man years of employment in the regular work force, where such Committee exists in the installation being inspected. In those installations that do not have a Safety and Health Committee, the inspector shall afford the opportunity for an APWU bargaining unit employee from that installation to accompany him/her during these inspections.

B. An appointed member of a local committee will receive an orientation by the Employer which will include:

1. Responsibilities of the Committee and its members.
2. Basic elements of the Safety and Health Program.
3. Identification of hazards and unsafe practices.
4. Explanation of reports and statistics reviewed and analyzed by the Committee.

C. Where an investigation board is appointed by a Vice-President, Area Operations or a District Manager, Customer

Article 14.8.D

Services to investigate a fatal or serious industrial non-criminal accident and/or injury, the Union at the installation will be advised promptly. When requested by the Union, a representative from the local Safety and Health Committee will be permitted to accompany the board in its investigation.

D. In installations where employees represented by the Union accept, handle and/or transport hazardous materials, the Employer will establish a program of promoting safety awareness through communications and/or training, as appropriate. Elements of such a program would include, but not be limited to:

1. Informational postings, pamphlets or articles in Postal and Area Bulletins.
2. Distribution of Publication 52 to employees whose duties require acceptance of and handling hazardous or perishable items.
3. On-the-job training of employees whose duties require the handling and/or transportation of hazardous or perishable items. This training will include, but is not limited to, hazard identification; proper handling of hazardous materials; personal protective equipment availability and its use; cleanup and disposal requirements for hazardous materials.
4. All mailbags containing any hazardous materials, as defined in Publication 52, will be appropriately identified so that the employee handling the mail is aware that the mailbag contains one or more hazardous material packages.
5. Personal protective equipment will be made available to employees who are exposed to spills and breakage of hazardous materials.

Article 15.1

Section 9. Field Federal Safety and Health Councils

In those cities where Field Federal Safety and Health Councils exist, one representative of the Union who is on the Local Safety and Health Committee in an independent postal installation in that city and who serves as a member of such Councils, will be permitted to attend the meetings. Such employee will be excused from regularly assigned duties without loss of pay. Employer authorized payment as outlined above will be granted at the applicable straight time rate, provided the time spent in such meetings is a part of the employee's regular work day.

(The preceding Article, Article 14, shall apply to Transitional Employees)

**ARTICLE 15
GRIEVANCE-ARBITRATION PROCEDURE**

Section 1. Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

Section 2. Grievance Procedure Steps

Step 1:

(a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within

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

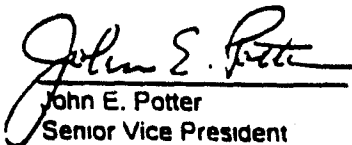
Re: Correction of Unsafe Conditions

The American Postal Workers Union, AFL-CIO ("APWU") and the United States Postal Service ("USPS") recognize the importance of providing a safe and healthful workplace for all postal employees. The parties acknowledge the passage of the Postal Employee Safety Enhancement Act ("PESEA") by Congress on September 29, 1998, and in concert with the provisions of PESEA, the parties agree to implement its provisions in the Postal Service by taking the following actions:


1. The parties encourage the resolution of unsafe conditions at the lowest level in the organization. In accordance with our current procedures, an employee or a union representative may identify and discuss an alleged unsafe condition with their immediate supervisor, who will investigate and take corrective action if necessary and within their authority. If unresolved, the issue will be recorded including all relevant facts and referred to the parties' designated representatives identified in Section 2 below.
2. The local parties will designate a facility union and management representative at all plants, bulk mail centers, airmail centers, the district main post office (which will also cover the stations/branches), and vehicle maintenance facilities. These representatives will meet on a regular predetermined basis to review and attempt to resolve the referred safety and health issues.
 - A. The management and union representatives should have sufficient authority and knowledge to resolve safety issues in an expeditious manner. As necessary, the parties will utilize available safety, maintenance, and other appropriate resources to develop possible resolutions
 - B. To the extent issues are addressed on one tour in multi-tour facilities, the same issue will not be a topic for discussion on another tour as long as the issue is pending resolution with the parties' representatives.
 - C. Those offices that have an established program (e.g., Safety Captain) in which they regularly meet with union representatives to discuss safety concerns are not required to modify their existing program to conform to these procedures
 - D. Safety issues originating in all offices not identified in Section 2 above and unresolved in discussions between the union or employee and management representatives may be processed in accordance with the regular grievance procedure
3. If possible, management will try to immediately resolve safety issues as they are brought to its attention in the meetings described above. The parties recognize, however, that certain safety issues cannot be resolved immediately. For instance, a safety issue brought to management's attention might have national implications or would require engineering changes which facility management is incapable of resolving at the level to which the initial complaint is brought, or may require the use of outside resources to resolve. There may be

instances when it may not be possible to resolve the issue due to disagreement between the representatives over the nature of the safety issue itself, the necessary alternative resolutions, or the extent of work that needs to be performed to correct the situation. The parties' representatives may mutually agree to refer an unresolved issue to the local Safety and Health Committee.

4. The parties agree that bargaining unit employees will utilize these procedures to notify management of workplace safety issues for resolution. To this end, the union at both the national and local level will notify bargaining unit employees both verbally and through their written communications vehicles to communicate any safety matters to its representatives so they can raise and resolve them, if possible, through this procedure.
5. This Understanding and its procedures are for the purpose of further providing a safe and healthy workplace through timely recognition and resolution of safety issues and is not intended to deprive any bargaining unit employee of his/her right to notify appropriate third parties. It is the intent of this agreement to implement this process to allow employees and the union to bring safety issues to management's attention so they can be expeditiously addressed in a timely manner without invoking an administrative procedure and attendant litigation which would have a delaying effect on any resolution to the safety issue.
6. The parties agree that any issues regarding nationally deployed equipment or issues that have national implication are to be jointly forwarded by the local parties to the Vice President, Labor Relations and Director, Industrial Relations (APWU) for referral to the national Joint Labor-Management Safety Committee.
7. The parties agree to modify the language in bold print on page 80 of the 1998-2000 collective bargaining agreement as follows: Any grievance filed in accordance with Section 2. (c) above which is not resolved at Step 2 may be appealed to the local Safety and Health Committee for discussion and decision or may be appealed directly to arbitration within 21 days after receipt of the Employer's Step 2 decision. Any such appeal to the Safety and Health Committee must be made within fifteen (15) days after receipt of the Employer's Step 2 decision unless the parties agree to extend the time for appeal. The Committee shall meet and discuss the grievance at the next regularly scheduled Safety and Health Committee meeting. Any grievance not resolved by the committee may be appealed directly to arbitration within 21 days of the committee's review. If appealed to the regularly scheduled local safety and health committee, the parties' representatives shall be prepared to present the issue to the committee with their assessment and resolution.
8. The parties will implement this process and name representatives to begin meeting within 60 days of the signing of this agreement. This agreement and its procedure are in addition to the contractual obligations of both parties and in no way changes or alters those provisions.


 John E. Potter
 Senior Vice President
 Operations
 U.S. Postal Service

6/8/99
 Date


 William Burrus
 Executive Vice President
 American Postal Workers
 Union, AFL-CIO

6/9/99
 Date

August 4, 1999

VICE PRESIDENTS, AREA OPERATIONS
MANAGER, CAPITAL METRO OPERATIONS

SUBJECT: Correction of Unsafe Conditions

This is a follow-up to the June 14 memorandum from Jack Potter informing you of the memorandum of understanding (MOU) with the American Postal Workers Union, AFL-CIO (APWU) establishing an internal process to jointly resolve unsafe conditions. This document was jointly developed by the APWU and USPS and reflects common understandings of the interpretation and application of the provisions of the MOU.

1. Item 2 of the agreement states that "the local parties (USPS and APWU) will designate a facility union representative and management representative." Does this mean one representative for both parties per facility or can there be more than one, such as one on each tour?

The agreement requires that one management and one union representative be designated for the identified facility. There is no requirement to establish teams for each tour.

2. Item 2 also identifies all plants, bulk mail centers, airport mail centers, the district main office (which will also cover the stations/branches) and vehicle-maintenance facilities are required to designate union and management representatives. Northern Virginia District, for example, does not have a district main office. The largest post office in the district is Alexandria, which is an associate office. In fact, all of Northern Virginia's post offices are associate offices with their own stations and branches. Does this memo apply to them as well?

A team is to be established only for the district main post office and its stations and branches. Teams are not required for other associate offices. In associate offices unresolved safety and health issues may be processed in accordance with Article 14 of the National Agreement.

3. In Alexandria, we have a joint Safety and Health Committee with the APWU and NALC. This is a common practice in associate offices. The language in the APWU contract permits discussion of items in the grievance process, but the NALC contract does not. Should we have separate committees now or just wait to see if it is a problem. Item 2C indicates that modifications to existing programs are not required.

The agreement clearly states in Section 8, that the provisions of existing contractual obligations should in no way be changed or altered. Therefore, there would be no change to the existing membership of the joint Safety and Health Committee.

- 2 -

4. What defines a committee or other safety program in Section 2.C.?

An organized safety program or committee should:

- Consist of at least one postal management representative and one APWU representative
- Meet regularly to discuss safety and health problems
- Actively resolve safety and health issues

Such pre-established, active programs are not subject to modification and may continue to operate effectively under this agreement.

5. Does this agreement eliminate use of PS Form 1767, Report of Unsafe Condition or Hazard?

No.


6. If we have a joint labor/management Safety and Health Committee, do we also have to designate facility representatives and follow the agreement?

Yes.

7. May the parties initiate a safety issue when preparing the agenda for the Safety and Health meeting?

Yes.

 7/25/99
 Anthony J. Vegliante
 Vice President, Labor Relations
 U.S. Postal Service


 William Burrus
 Executive Vice President
 American Postal Workers Union, AFL-CIO

cc: Area Managers, Human Resources
 District Managers
 Plant Managers
 Managers, Vehicle Maintenance Facilities

Public Law 105-241
105th Congress

An Act

Sept. 28, 1998
[S. 2112]

To make the Occupational Safety and Health Act of 1970 applicable to the United States Postal Service in the same manner as any other employer.

Postal Employees
Safety
Enhancement
Act.
39 USC 101 note.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Postal Employees Safety Enhancement Act”.

SEC. 2. APPLICATION OF ACT.

(a) **DEFINITION.**—Section 3(5) of the Occupational Safety and Health Act of 1970 (29 U.S.C. 652(5)) is amended by inserting after “the United States” the following: “(not including the United States Postal Service)”.

(b) **FEDERAL PROGRAMS.**—

(1) **OCCUPATIONAL SAFETY AND HEALTH.**—Section 19(a) of the Occupational Safety and Health Act of 1970 (29 U.S.C. 668(a)) is amended by inserting after “each Federal Agency” the following: “(not including the United States Postal Service)”.

(2) **OTHER SAFETY PROGRAMS.**—Section 7902(a)(2) of title 5, United States Code, is amended by inserting after “Government of the United States” the following: “(not including the United States Postal Service)”.

SEC. 3. CLOSING OR CONSOLIDATION OF OFFICES NOT BASED ON OSHA COMPLIANCE.

Section 404(b)(2) of title 39, United States Code, is amended to read as follows:

“(2) The Postal Service, in making a determination whether or not to close or consolidate a post office—

“(A) shall consider—

“(i) the effect of such closing or consolidation on the community served by such post office;

“(ii) the effect of such closing or consolidation on employees of the Postal Service employed at such office;

“(iii) whether such closing or consolidation is consistent with the policy of the Government, as stated in section 101(b) of this title, that the Postal Service shall provide a maximum degree of effective and regular postal services to rural areas, communities, and small towns where post offices are not self-sustaining;

“(iv) the economic savings to the Postal Service resulting from such closing or consolidation; and

PUBLIC LAW 105-241—SEPT. 28, 1998

112 STAT. 1573

“(v) such other factors as the Postal Service determines are necessary; and

“(B) may not consider compliance with any provision of the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.).”.

SEC. 4. PROHIBITION ON RESTRICTION OR ELIMINATION OF SERVICES.

(a) **IN GENERAL.**—Chapter 4 of title 39, United States Code, is amended by adding after section 414 the following:

“§ 415. Prohibition on restriction or elimination of services

“The Postal Service may not restrict, eliminate, or adversely affect any service provided by the Postal Service as a result of the payment of any penalty imposed under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.).”.

(b) **TECHNICAL AND CONFORMING AMENDMENT.**—The table of sections for chapter 4 of title 39, United States Code, is amended by adding at the end the following:

“415. Prohibition on restriction or elimination of services.”.

SEC. 5. LIMITATIONS ON RAISE IN RATES.

Section 3622 of title 39, United States Code, is amended by adding at the end the following:

“(c) Compliance with any provision of the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.) shall not be considered by the Commission in determining whether to increase rates and shall not otherwise affect the service of the Postal Service.”.

Approved September 28, 1998.

LEGISLATIVE HISTORY—S. 2112:

CONGRESSIONAL RECORD, Vol. 144 (1998):

July 31, considered and passed Senate.

Sept. 14, considered and passed House.



UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3816
FAX (202) 268-3074

OFFICE OF THE
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

**Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128**

**Re: H4C-4G-C 24864
CLASS ACTION
SOUTH BEND IN 46624**

Dear Mr. Burrus:

On April 21, 1992, Thomas E. Keefe, Jr., met with Cliff Guffey in a prearbitration discussion of the above-referenced case.

The matter presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.


The USPS and the APWU agree that the following terms will settle the issue in dispute.

- 1. The Postal Service acknowledges its obligation under Article 14 of the National Agreement to provide safe working conditions in all present and future postal installations and to develop a safe working force. The union will cooperate with and assist management to live up to this responsibility.**
- 2. The Postal Service also acknowledges its obligation under Article 23 of the National Agreement to allow, with reasonable notice, duly authorized representatives of the Union to enter postal installations for the purpose of performing and engaging in official Union duties and business related to the Collective Bargaining Agreement. Such representatives need not be on the employee's payroll and may include "safety and health experts." All such representatives must adhere to the terms and conditions of Article 23.**

-2-

Please sign the attached copy of this letter acknowledging your agreement with the settlement, withdrawing H4C-4G-C 24864 from the pending arbitration list.

Sincerely,


 William J. Downes
 Director

Office of Contract
 Administration

Date 4-27-92


 William Burrus

Executive Vice President
 American Postal Workers
 Union, AFL-CIO

Date 4-28-92

Enclosure



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

Mr. Jim Lingberg
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: H7C-3B-C 36947
CLASS ACTION
LITTLE ROCK AR 72231

Dear Mr. Lingberg:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

This grievance concerns the usage of wireless radio headsets used by employees on the Small Parcel Bundle Sorter.

We agreed that usage of wireless personal portable radios or tape cassette headphones may be permitted in the same situations and circumstances where such equipment is permitted on other automated equipment.

We reaffirm the Personal Portable Radio or Tape Cassette Headphones policy which was published in Postal Bulletin 21397, dated March 31, 1983:

The following applies to offices which permitted radio headset use prior to November 25, 1982:

The use of radio headsets is permissible only for employees who perform duties while seated and/or stationary and only where use of a headset will not interfere with performance of duties or constitute a safety hazard. Employees will not be permitted to wear or use radio headsets under other conditions, including but not limited to: while walking or driving; near moving machinery or equipment; while involved in oral business communications; while in contact with, or in view of, the public; or where the headset interferes with personal protective equipment.

Lingberg

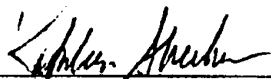
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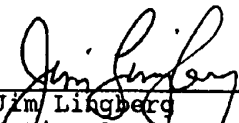
We further agreed that this understanding should be applied to the fact circumstances of this case.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,


Kathleen Sheehan
Grievance and Arbitration
Labor Relations

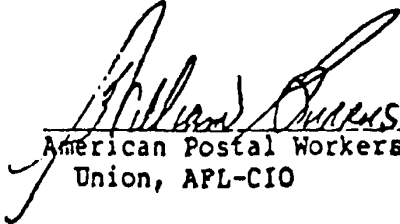

Jim Lingberg
National Representative-at-Large
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO

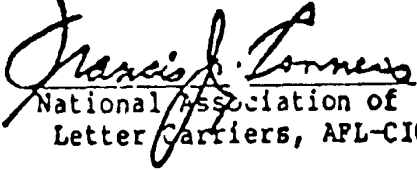
Date: 7/13/93

The following constitutes full and complete settlement of all grievances and unfair labor practice charges initiated as a result of the "Policy on Personal Portable Radio or Tape Cassette Headphones" contained in Postal Bulletin #21379, dated November 25, 1982. All pending unfair labor practice charges concerning this matter, including 5-CA-14964-P, 1-CA-20635-P, 4-CA-13428-P, 9-CA-19165-P, 15-CA-8798-P, 19-CA-15344-P, 21-CA-21826-P, and 33-CA-6319-P, will be withdrawn.

The following applies to offices which permitted radio headset use prior to November 25, 1982:

The use of radio headsets is permissible only for employees who perform duties while seated and/or stationary and only where use of a headset will not interfere with performance of duties or constitute a safety hazard. Employees will not be permitted to wear or use radio headsets under other conditions, including but not limited to: while walking or driving; near moving machinery or equipment; while involved in oral business communications; while in contact with, or in view of, the public; or where the headset interferes with personal protective equipment.


American Postal Workers
Union, AFL-CIO


National Association of
Letter Carriers, AFL-CIO


U.S. Postal Service

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

August 20, 1982

Mr. Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: G. Wilson
Lansing, MI 48924
H1C-4B-C-386

Dear Mr. Anderson:

On August 4, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether or not management violates Article 14 of the National Agreement as it concerns the involvement of union representatives in local safety inspections. The local Union refers, also, to Articles 5, 15 and 19, as being violated.

After reviewing the file, it appears that the Union's primary argument in this case is that local management failed to comply with Executive Order 12196, Federal Register/Volume 45, Number 205, Occupational Safety and Health Administration, rules and regulations. Specifically, that part which required the safety and health inspector to confer with the official in charge of the work place ... and with an appropriate representative of the employees of the establishment is alleged to be violated. This rule applies when safety and health inspections are conducted by inspectors authorized, pursuant to E.O. 12196, to carry out inspections for the purpose of Sub-Part D of the regulations (a person having equipment and competence to recognize safety and/or health hazards in the work place).

Mr. Gerald Anderson

2

We have determined that the safety inspection discussed in this grievance was not the type of safety inspection discussed in E.O. 12196. It was an inspection conducted pursuant to Article 14, Section 8, of the National Agreement, which also allows for the participation of Union representatives on annual inspections. Clearly, E.O. 12196 is not applicable in this case.

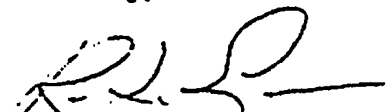
It is, therefore, the position of the Postal Service that Article 14, entitles the Union representatives the right to participate in the inspection only. They may or may not be invited to an internal management meeting to discuss the results immediately after the inspection.

The Union representatives, obviously, have the right to make their own notes and draw their own conclusions from the inspection and request the opportunity to discuss them with management. They may even file a grievance. In any case, the local Safety and Health Committee as constituted under the 1981 National Agreement can be the appropriate forum for discussion and resolution of this dispute.

If you agree with our assessment above, we can remand this case to Step 3 to be handled by the parties at that level or to be referred to the local Safety and Health Committee.

Please sign the attached copy of this decision as your acknowledgment of agreement to remand.

Sincerely,



Robert L. Eugene
Labor Relations Department



Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

February 2, 1982

Mr. Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: R. Parker
Orlando, FL 32802
B8C-3W-C-35843

Dear Mr. Anderson:

A8-S-2768

On January 19, 1982, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure as set forth in Article XV, Section 2 of the National Agreement.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration as to the question of safety under Article XIV, Section 1 of the National Agreement, relevant to the U. S. Postal Service's use of mercury vapor lamps.

Our investigation reveals that there are no Occupational Safety and Health Administration (OSHA) standards established regarding the use of mercury vapor lamps. However, the Food and Drug Administration, Bureau of Radiological Health (BRH) Standard 21 CFR 1040.30 has been complied with by the U. S. Postal Service, in that, self-extinguishing lamps are utilized, thus, alleviating the danger of broken outer globes and subsequent exposure to ultraviolet radiation.

The recommended workroom lighting system employs 400-watt high pressure sodium or 400-watt metal halide HID fixtures designed for a 50 footcandle general lighting level with maximum and minimum levels not more than 1/6 above and below this design value, supplemented with case lights for task lighting. The HID lighting should only be used when mounting height is fifteen (15) feet or greater.

It is mutually agreed that local management will conduct an on-site evaluation to ensure compliance with 21 CFR 1040.30 and that the metal hallide fixtures are judiciously placed so as not to cause significant discomfort to postal employees.

Please sign and return the attached copy of this decision as your acknowledgment of agreement to resolve this grievance.

Sincerely,

Harvey White

Harvey White
Labor Relations Department

Gerald Anderson

Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
ACCIDENT LETTER - Whether management violated Article 14.01 by issuing the grievant an "Accident Letter"	H4C-3S-C-31296	DECISION	OCTOBER 31, 1986	
ACCIDENT REPEATER - "...concerns a letter which is being issued to employees under the Accident Repeater Program.	H4C-3S-C-38702	SETTLEMENT	SEPT. 13, 1983	
ACCIDENT REPEATER - "...concerns a letter which is being issued to employees under the Accident Repeater Program.	H4C-3S-C-38703 H4C-3S-C-34409 H4C-3S-C-36185	SETTLEMENT	APRIL 21, 1988	
ACCIDENT REPORTING - 1) An employee may be required to report an accident on the day it occurs; however, completion of the appropriate forms will be in accordance with applicable rules and regulations and need not be on the day of the accident. 2) Any corrective action that may be initiated for failure to properly report an accident will have to stand the test of just cause on a case by case basis.	H8C-5D-C-1100 H8C-5L-C-11249 H1C-1E-C-2748	SETTLEMENT	NOV. 19, 1981 NOV. 7, 1981 SEPT. 16, 1982	
AIR SAMPLING - Whether air sampling tests were properly performed by an independent firm for the Postal Service	H1C-2W-C-1889??	SETTLEMENT	MAY 6, 1985	
AISLES - Whether the aisles are being obstructed or a safety hazard exists can only be determined by full development of the specific fact circumstances. These cases should be fully discussed at the local level in accordance with Article 14, Section 4, of the National Agreement....	H1C-4B-C-15824 H1C-4B-C-16382	SETTLEMENT	JAN. 24, 1984	
ASBESTOS - "...the Postal Service will require the St. Paul Minnesota post office to maintain strict compliance with the requirements of Management Instruction EL-810-80-8, Friable Asbestos-Containing Material Control Program. Major stress is placed on the corrective action/re-evaluation procedures discussed in Part V III, c and d....	A8-C-0901/C8C4CC-18580	SETTLEMENT	NOV. 18, 1981	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
ASBESTOS -whether the grievants are entitled to environmental differentials set forth in Federal Personnel Manual, Supplement 532.1, Appendix J, that are paid to employees who are exposed to various hazards.....DURING OUR DISCUSSIONS WE A GREED THAT POSTAL EMPLOYEES ARE NOT COVERED BY THE AFOREMENTIONED PROVISIONS.	H1C-3W-C-9595 H1C-3W-C-10027	SETTLEMENT	MARCH 31, 1983	
BAR CODE SORTER - ...agreed that the design and development of automated systems will be accomplished according to Article 14, Section 1 of the National Agreement and Handbook EL-801, supervisors's Safety Handbook.	H4C-3W-C-31785	SETTLEMENT	APRIL 14, 1988	
BAR CODE SORTER - whether the positions of the belts installed on the bar code sorters at the Atlanta GMF constitutes a safety hazard...Remanded to Step 3 and/or arbitration.	H0C-3E-C-8617	SETTLEMENT	MARCH 10, 1994	
BEVERAGES - ...whether or not management violates Article XIV of the National Agreement by allowing supervisors at the St. Louis Post Office to consume beverages on the workroom floor...	H8C-4K-C-20463	DECISION	AUGUST 10, 1982	
BIOLOGICAL SPECIMENS - ...It was further agreed that if an employee who accepts a blood sample for mailing from a patron questions whether the sample is properly packaged to meet federal requirements, the employee should seek the advice and direction of his/her supervisor. In addition, this is a local issue suitable for regional determination based upon application of the current memorandum entitled "Handling Biological and Infectious Materials dated December 29, 1987 to the specific fact circumstances.	H4C-2H-C-49046	SETTLEMENT	SEPT. 13, 1988	
BOMB THREATS - The parties agree that contingency plans exist for bomb explosions. The Local Union should be informed that although a contingency plan exists, application of the plans determined by the fact circumstances involved in the actual incident that occurs.	H1C-3A-C-16512	SETTLEMENT	APRIL 28, 1983	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
BOMB - The parties agree that employees should not handle packages which have been identified as possible explosive devices. The policy of the US Postal Service must be, and is, one of total concern for the safety and lives of those in the building threatened.	H4C-3S-C-38442	SETTLEMENT	DEC. 2, 1988	
CHAIR, ADJUSTING LSM - We find no prohibition against an operator making a reasonable and necessary adjustment of the LSM chair. The instruction of the P-24 Handbook, Appendix F state that following in part: Remember, during a tour your chair will be used by several people, all requiring a setting that will give them the most comfortable and least fatiguing position.	H8C-3W-C-34217	SETTLEMENT	DEC. 16, 1981	
CHAIR, MPLSM - The issue involves the purchase of MPLSM chairs.	H1C-4B-C-25687	SETTLEMENT	JULY 20, 1984	
CHAIR, LSM - All MPLSM chairs procured by the Postal Service after April 1, 1984, will meet the provisions of USPS Specification USPS-C 815B (01E).	H1C-4B-C-24092	SETTLEMENT	MAY 16, 1984	
CIRCULAR SORTER - Whether management violated the National Agreement in regard to a safety hazard on the circular sorter.	H1C-4A-C-34451	SETTLEMENT	MARCH 12, 1985	
CLOTHING - ...Part 253.5 of the Supervisor's Safety Handbook, P-13, which states "The wearing of loose clothing, long sleeves, gloves, neckties, rings, bracelets, or necklaces is not permitted while working around conveyor belts or other moving machinery." The LSM is considered moving machinery.	H8C-5K-C-11838	DECISION	NOV. 13, 1980	
CLEANING FLUID - ...the safety section has determined that the fluid is odorous but not hazardous when proper precautions are taken, and the maintenance section has developed procedures to minimize the use of the fluid and to provide maximum ventilation during its use.	H8C-1F-C-33284	DECISION	OCT. 26, 1981	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)			
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE
CONTAINERS, ALL PURPOSE - ...that definitive standards for safe use of the APC, also referred to as the GMPC (general purpose mail container) have been published in Container Methods, Handbook PO-502. The handbook provides comprehensive instructions on the use of the container as well as specific safety tips which are to be followed by both supervisors and employees alike.	H1C-4G-C-8655	SETTLEMENT	NOV. 29, 1982
CONTAINERS, ALL PURPOSE - The question in this grievance is whether or not management violates Article 14 of the National Agreement as it relates to the safety of employees required to handle general purpose containers.	H1C-3T-C-8075	DECISION	DEC. 2, 1982
CONVEYOR BELT - The question in this grievance involved the use of the MODEL 89 conveyor belt, after a safety hazard had been noted by the Union and management.	H1C-4B-C-22182	SETTLEMENT	FEB. 22, 1984
COTS, IN WOMEN RESTROOM - "...This is a local dispute suitable for regional determination by application of Part 264.2 of the A S-504, Space Requirements Handbook to the particular circumstances. The parties at this level agree that 1 cot should be provided in a 60 square foot area."	H4C-5K-C-16708	SETTLEMENT	OCT. 16, 1987
DISPOSABLE POUCHES - ...whether management violated the National Agreement by utilizing disposable pouches to process and ship international mails...it was agreed this issue is an appropriate subject for discussion at the next national Safety and Health Committee meeting in order to address APWU concerns relative to the construction/composition and size of the pouches.	H7C-1E-C-22049	SETTLEMENT	SEPT. 23, 1992
DRESS CODE, MPLSM - "...The wearing of bracelets, or necklaces is not permitted while working around conveyor belts or other moving machinery. The LSM is considered moving machinery."	H8C-5K-C-11838	DECISION	NOV. 13, 1980

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
DRESS CODE, MPLSM SUPERVISOR - "...For example, a supervisor who, if circumstances dictated, had to operate an LSM machine, would be expected to follow the safety dress code for LSM operators. While performing purely supervisory duties, he/she would be expected to follow the dress code appropriate to the duties involved."	H8C-4X-C-35696	SETTLEMENT	JUNE 24, 1983	
DRESS CODE, WINDOW CLERK - The question raised in this grievance involved whether employees ineligible for uniform allowances can be required to wear ties when assigned to window service duties. If so, can they be required to wear ties furnished by the Postal Service when they do not have their own ties?	H1C-C-3T-C-5920	SETTLEMENT	NOV. 5, 1982	
DROPPER JAMS, LSM - The Postal Service is currently placing into effect a modification of the dropper jams. This modification will satisfy the dispute of these grievances.	H8C-4H-C-16085 H8C-5K-C-13970	SETTLEMENT	DEC. 15, 1982	
EAR PLUGS - The issue in this grievance is whether local management must provide the grievant with hypo-allergenic ear plugs....We agreed that if the grievant has suffered from an occupational disease, then this complaint should be processed in accord with ELM 542.12.	H4C-3W-C-8136	SETTLEMENT	OCT. 11, 1985	
FIREARMS - ...whether or not management violated provisions of the National Agreement in connection with the elimination of NON-INSPECTION SERVICE FIREARMS AND THE FIREARMS PROGRAM.....Information in the file discloses that the program with which grievance is concerned was eliminated in accordance with instructions issued in Postal Bulletin Nol. 21251, dated June 26, 1980...	H8C-3D-C-21334	DECISION	FEB. 8, 1983	
FIRE DOORS - whether installation of fire doors created a safety hazard. Remanded to Step 3 and/or arbitration.	H4C-4D-C-25802	SETTLEMENT	AUG. 25, 1987	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
FIT FOR DUTY BY NURSE - "...When a postal nurse or physician completes a PS Form 3956 Part C, the action is a recommendation. If the employee believes that they are not fit for duty and the recommendation is to return to work, the employee should request to be excused due to illness or injury..."	H1C-3W-C-32512	SETTLEMENT	DEC. 6, 1984	
FLOOR MATS - "...involved an allegation that management created a safety hazard and altered a past practice by removing floor mats from the workroom....This is purely a local dispute over the application of the notice contained in Postal Bulletin 21414, dated July 28, 1983..."	H1C-1K-C-21835 H1C-1K-C-22402	SETTLEMENT	JAN 24, 1984	
FLOOR MATS - "...whether management violated the National Agreement by not installing the rubber flooring which was purchased for the freight elevator in the St. Paul MN mail processing office." Remanded to Step 3 and/arbitration for resolve.	H4T-4C-C-33461	SETTLEMENT	AUG. 19, 1988	
FORM INITIALING - Signatures or initials may be required to verify attendance at a meeting, receipt of a document, etc. However, to require an employee to sign that he has read and understood instructions, as a condition of employment for which disciplinary action may be administered, is inappropriate.	NC-S-8696 NSOK-15158	DECISION	DEC. 9, 1977	
FORM SIGNING - "...This is a fact situation which should be resolved at the regional level by application of the step four settlement in Case No. NC-S-8699. Specifically, signatures or initials may be required to verify attendance at a meeting, receipt of a document, etc. However, to require an employee to sign that he has read and understood instructions, as a condition of employment for which disciplinary action may be administered, is inappropriate.	H4N-5C-11608	SETTLEMENT	JULY 1, 1988	
GLASSES - The issue in this grievance is whether management properly reissued a policy concerning the wearing of dark or tinted glasses. (Case remanded to Step 3 for rediscussion)	H1C-1N-C-16888	SETTLEMENT	OCT. 11, 1983	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
GLASSES, SAFETY - "...we mutually agreed that no national interpretive issue is fairly presented in this case. Reference is made to Management Instruction EL-820-80-4, dated March 11, 1980, Part II., Policy, which addresses the procurement of prescription safety glasses...."	H1T-5G-C-31045	SETTLEMENT	AUG. 7, 1985	
GLOVES, FLAT SORTER - "...Safety Handbook EL 801 clearly states in Appendix A that, "Gloves must not be worn by machine operators or persons working on or near machinery, conveyors, drills, chain drives, or similar types of mechanical equipment. The use of gauntlet-type gloves is prohibited."	H1C-4J-C-35377 H1C-4J-C-35375	DECISION	APRIL 11, 1985	
HAIR, MPLSM - The issue in this grievance is whether requiring the grievant to restrain his long hair violated Article 14 of the National Agreement. (Case was remanded to Step 3 and/or arbitration)	H4C-5D-C-17190	SETTLEMENT	OCT. 22, 1986	
HAIR LENGTH, LSM - "...Shoulder length hair is obviously a safety hazard around moving machinery. In my opinion, there is no need for a study to determine this. The hazard, if not so obvious on the front of the machine, is certainly magnified when the employee rotates to the back of the machine, and this occurs numerous times per day."	A8-S-0751 S8C3WC14477	DECISION	JULY 10, 1980	
HAMPERS - "Part 2332.7 of the P-13 Handbook offers specific guidelines for the use of hampers/gurneys and should be followed to the maximum extent....Hamper liners or other safety devices should be used to overcome the hazard of lifting mail from these hampers. When used to transport heavy parcels or sacks the hamper should be tipped over and the items lifted from the floor or liners may be used."	H1C-4B-C-2684	SETTLEMENT	JUNE 24, 1982	
HAMPERS - The issue in this grievance is whether management should have removed all 1046-S hampers manufactured by the Doniger Corporation from service because some are defective e....If the above referenced hampers are identified as defective, they should be red tagged for repair.	H4C-4J-C-34075	SETTLEMENT	AUG. 30, 1988	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
<p>HAMPERS - Removing trayed mail from a hamper. It was agreed: 1. Section 232.7 of the P-13 Supervisor's Safety Handbook offers specific guidelines for the use of hamper/gurneys and should be followed to the maximum extent possible.</p> <p>2. Operationally, due to non-availability, etc., supervisors may at times have to use these hampers to transport trayed mail. Hamper liners or other safety devices should be used to overcome the hazard of lifting trayed mail from these hampers.</p>	H1C-3W-C-4571	SETTLEMENT	JULY 2, 1982	
HAZARD, SAFETY - Placing mail trays on the floor by the distribution cases creates a safety hazard. The parties agree that when trays of mail are properly placed in appropriate locations on the floor, no safety hazard exists.	H1C-3W-C-15457	SETTLEMENT	APRIL 29, 1983	
INSECT - Whether or not the primary letter cases in the office in which the grievance arose are infested with insects. Case remanded to Step 3 and/or arbitration.	H8C-1Q-C-19701	SETTLEMENT	JUNE 12, 1981	
<p>INSPECTIONS, SAFETY - "... It is, therefore, the position of the Postal Service that Article 14, entitles the Union representatives the right to participate in the inspection only. They may or may not be invited to an internal management meeting to discuss the results immediately after the inspection. The Union representatives, obviously have the right to make their own notes and draw their own conclusions from the inspection and request the opportunity to discuss them with management. They may even file a grievance. In any case, the local Safety and Health Committee as constituted under the 1981 National Agreement can be the appropriate forum for discussion and resolution of this dispute...."</p>	H1C-4B-C-386	SETTLEMENT	AUG. 20, 1982	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
INTERPRETER - The Union contends that deaf employees are being discriminated against in the Seattle Bulk Mail Center because certified interpreters are not provided for all safety talks, on-the-clock meetings, films, etc, and because a TTY phone line has not been installed for emergencies and personal use....reasonable steps may be taken to accommodate handicapped employees at local levels, on a case-by-case basis as determined by local management. Suggestions would include reducing safety talks and other communications, as appropriate to writing.	H8C-5D-C-14136	DECISION	FEB. 27, 1981	
INTERPRETER, HEARING IMPAIRED - ...whether management is required to provide a "Certified INTERPRETER" for hearing impaired employees a safety talks. ...The parties will be guided by the Memorandum of Understanding between the U.S.P.S. and Joint Bargaining Committee and POH, P-11, "Reasonable Accommodation for the Hearing Impaired."	H4C-2G-C-43759	SETTLEMENT	OCT. 30, 1987	
INTERPRETER, HEARING-IMPAIRED - ...whether management violated the National Agreement by not providing the hearing-impaired grievant with a certified interpreter during safety talks.....Remanded to Step 3 and/or arbitration.	H87C-1D-C-91007283 H7C-2H-C-35554	SETTLEMENT	MAY 26, 1993	
JAM BREAKING, FLAT SORTER - We agreed that employees assigned to the FSM may be utilized to clear jams as provided by the FSM 775 manual. However, MPE mechanics may be used, depending on the complexity of the jam.	H1C-3W-C-29423 H1C-3P-C-31573	SETTLEMENT SETTLEMENT	MARCH 8, 1984 AUG. 6, 1994	
JAM BREAKING, LSM - ...Although postal employees have an excellent safety record while clearing dropper jams, two additional safety features are not being added. A modification is being made to MPLSMs that will reduce dropper jams and allow employees to correct dropper jams without coming in contact with any MPSLM moving parts. Those offices that do not choose to make the modification may use a hand tool extraction device to clear dropper jams.	H1C-4F-C-11089	SETTLEMENT	AUG. 12, 1983	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
JEWELRY, MPLSM - ...Part 253.5 of the Supervisor's Safety Handbook, P-13, which states "The wearing of loose clothing, long sleeves, gloves, neckties, rings, bracelets, or necklaces is not permitted while working around conveyor belts or other moving machinery." The LSM is considered moving machinery.	H8C-5K-C-11838	DECISION	NOV. 13, 1980	
JEWELRY, ON MACHINES - ...prohibiting the wearing of post or stud type earrings by employees while working around letter sorting machines.....the EL-801 specifically Appendix A (page 17) under the heading "jewelry" is the reference that applies to this situation. It states, "...persons working around moving machinery parts should never wear jewelry, including necklaces, neck chains, earrings..."	H1C-3P-C-46301	DECISION	AUG. 6, 1985	
LETTER OF CONCERN - In our opinion, the Letter of Concern does not violate the national Agreement. The letter is intended to alert the employee of the need for corrective action. Local management indicates that the letter is used solely for added emphasis. It is not placed in the disciplinary files.	H8C-3D-C-28661	DECISION	AUG. 20, 1981	
LIGHTS - ...whether the Union was improperly denied permission to send a duly authorized representative to inspect sodium lights at the South Bend facility....Under the circumstances, we find no basis for disturbing the decision not to permit further checking.	H4C-4G-C-24864	DECISION	OCT. 22, 1987	
LIGHTS, VAPOR - The recommended workroom lighting system employs 400-watt high pressure sodium or 400-watt metal halide HID fixtures designed for a 50 foot candle general lighting level with maximum and minimum levels not more than 1/6 above and below this design value, supplemented with case light for task lighting. The HID lighting should only be used when mounting height is fifteen (15) feet or greater. It is mutually agreed that local management will conduct an on-site evaluation to ensure compliance with 21 CFR 1040.30...	H8C-3W-C-35843	SETTLEMENT	FEB. 2, 1982	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
LOCAL COMMITTEE - Article 14 Section 4 states, "There shall be equal representation on the committee between the unions and management. The representation on the Committee to be specifically determined by the Employer and the Unions shall include one person from each of the Union and appropriate management representatives." This section leaves no provision for any exceptions.	H4C-3W-C-2266	SETTLEMENT	AUG. 6, 1985	
LOCAL FORMS - However, inasmuch as there is no national requirement for employees to acknowledge that the subject information was documented, they should not be required to sign a local form, such as the one referenced to in this grievance.	H1C-5D-C-30950	SETTLEMENT	JULY 25, 1985	
LOCAL FORMS - ...whether management violated the National Agreement by utilizing a locally developed SAFETY OBSERVATION CHECKLIST ...we agreed that the issuance of local forms is governed by Section 324 of the Administrative Support Manual (ASM)	W7C-2G-C-23184	SETTLEMENT	April 1, 1993	
LSM, DELAYED START - The Service, therefore, acknowledges that a delayed-start mechanism installed on letter sorting machines may provide an improvement in the safe working environment of such machines. A delayed-start mechanism has been cleared by the Central Region Engineering Change Committee for test and evaluation on letter sorting machines in Des Moines, Iowa.	H8C-NA-C-59	SETTLEMENT	JAN. 5, 1982	
MEDICAL UNIT - The question raised in this grievance involves whether the medical unit should remain open on a 24 hour basis and whether management proper in requesting the grievant to complete a 3971 prior to going to the hospital...The appropriate time to complete a 3971 would have to be determined on a case by case basis depending on the fact circumstances involved. (Remanded to Regional Safety & Health Committee and Step 3.)	H8C-5C-C-13093	SETTLEMENT	JAN. 26, 1981	
NON-TOXIC - ...whether management violated Article 14 of the National Agreement by utilizing "Scent Go Mighty Mite Wick Deodorant" at the Omaha Facility. (Referred to Step 3 and/or arbitration)	H4T-4R-C-34965	SETTLEMENT	OCT. 30, 1987	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
NURSE - It is the position of the US Postal Service that nurse staffing at the Miami GMF is adequate. There is nurse coverage twenty-four hours a day, 5 days a week. This coverage is during the time periods when most of the employees are present for duty. In addition, the Miami GMF is located in close proximity to local medical facilities. Due to the availability of these medical facilities, the decreased number of employees on duty over the weekend and the additional cost of increased nurse staffing, it is not feasible to increase staffing to 7 days a week.	H8C-3W-C-27966	DECISION	SEPT. 1, 1982	
OCR/BCS, BREAKS - ...involved whether OCR and BCR operators should be granted an additional break when overtime is required.... This is a local dispute over the application of section 432.34 of the Employee and Labor Relations Manual and is an issue suitable for regional determination based on the specific individual circumstances of the case.	H1C-4A-C-36399	SETTLEMENT	MAY 6, 1985	
OCR/BCS, CLEANING - Whether management is utilizing proper safety procedures when using compressed air to clean the "reader" is a matter suitable for regional determination based on the facts and circumstances involved.	H1C-3P-C-43075	SETTLEMENT	APRIL 11, 1985	
OCR ROTATION - Whether the 2-hour rotation on the OCR operation constitutes a safety hazard is a local dispute suitable for regional determination by application of Article 14.	H4C-5L-C-10759	SETTLEMENT	MARCH 12, 1987	
OCR STAFFING - The questions in this grievance is whether the OCR/BCS operation is understaffed causing an unsafe condition.	H1C-1Q-C-34079	SETTLEMENT	APRIL 29, 1985	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
RADIO HEADSETS - The following applies to offices which permitted radio headset use prior to November 25, 1982: The use of radio headsets is permissible only for employees who perform duties while seated and/or stationary and only where use of a headset will not interfere with performance of duties or constitute a safety hazard. Employees will not be permitted to wear or use radio headsets under other conditions, including but limited to: while walking or driving; near moving machinery or equipment; while involved in oral business communications; while in contact with, or in view of, the public; or where the headset interferes with personal protective equipment.	H1C-4B-C-13653	SETTLEMENT	APRIL 17, 1984	
RADIO HEADSETS - ... concerns the usage of wireless radio headsets used by employees on the Small Parcel Bundle Sorter... We reaffirm the Personal Radio or Tape Cassette Headphones policy which was published in Postal Bulletin 21397 dated March 31, 1983...	H7C-3B-C-36947	SETTLEMENT	JULY 13, 1993	
RECORDS, CENTRAL FILE - It is our opinion that the recording of a safety violation on an official form designed for that purpose is not in violation of the National Agreement. Obviously, the employee must then be made aware that he has committed an infraction. Further, these records of safety violations may be filed in a centralized file such as the safety office. A record of a safety violation maintained in the manner described above cannot be used as a "discussion" under Article XVI of the National Agreement for disciplinary purposes.	A8-S-0897 S8C-3A-C-17850	DECISION	JAN. 2, 1981	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
RECORD RETENTION - It is the position of the Postal Service that the retention period for PS 1769's (Employee Accident Reports) is set by the Department of Labor. The OSHA requirement is to retain accident reports for 5 years following the end of the calendar year to which they relate. The current version of the PS 1769 (Oct. 1983) reflects this requirement. Record retention periods in the Administrative Support Manual are presently in the process of being updated to reflect this requirement.	H1C-3W-C-30340 H1C-3W-C-21481 H1C-4A-C-25462	DECISION DECISION DECISION	APRIL 1, 1985 APRIL 1, 1985 APRIL 1, 1985	
REFRESHER TRAINING - ..whether management violated the National Agreement by providing refresher training on safety practices to an employee who had an accident caused by equipment failure and documenting that training. (Case referred to Step 3 and/or arbitration).	H4C-3W-C-37265	SETTLEMENT	DEC. 11, 1987	
REPRESENTATIVES - ...2. The Postal Service also acknowledges its obligation under Article 23 of the National Agreement to allow, with reasonable notice, duly authorized representatives of the Union to enter postal installations for the purpose of performing and engaging in official Union duties and business related to the Collective Bargaining Agreement. Such representatives need not be on the employee's payroll and may include "safety and health experts." All such representatives must adhere to the terms and conditions of Article 23.	H4C-4G-C-24864	SETTLEMENT	APRIL 27, 1992	
REST ARM MODIFICATION - It was agreed that it is not the intent of this section (Part 522 of the Supervisor's Handbook) to allow modifications (i.e., wedges which prevent all slots being utilized).	A8-W-0517 W8C-5G-C-7147	SETTLEMENT	FEB. 1, 1980	
REST BREAK, PTF - ...whether management is improperly denying Part-Time Flexible breaks in the Rhinelander Wisconsin, Post Office. (Case remanded to Step 3 and/or arbitration).	H1C-4J-C-35112	SETTLEMENT	MARCH 1, 1985	
ROLLING LEDGES -whether requiring employees to stack and store mail on rolling ledges creates hazardous working conditions in violation of Article 14 of the National Agreement. (Case was remanded to Step 3 and/or arbitration).	H4C-5B-C-17234	SETTLEMENT	OCT. 21, 1986	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
ROTATION - ...whether the COMPUTER FORWARDING SYSTEM Clerk are being properly rotated...whether or not the subject rotation is creating a health hazard is a fact dispute to be resolved by the parties locally and by application of Part 222.5 of the PO-602 Handbook, CFS Management Guidelines.	H7C-3S-C-38886	SETTLEMENT	APRIL 13, 1993	
ROTATION - ...question raised in this grievance involved the rotation system on the FLAT SORTING MACHINE (FSM)...the parties agree that the MPFSM operator rotating provisions as provided by the MPFSM 775 manual should be applied to the local dispute in order to resolve this case.	H1C-5K-C-18622	SETTLEMENT	MARCH 1984	
ROTATION - ... whether management used an incorrect rotation on the FLAT SORTER MACHINE which was staffed with (6) six operators....Remanded to Step 3 and/or arbitration.	H4C-1J-C-35470 H4C-1J-C-34803	SETTLEMENT	NOV. 27, 1987	
ROTATION - ...involves rotation systems on the SINGLE POSITION HIGH SPEED INDUCTION UNIT (SPHSIU)...agreed that this matter can be resolved by application of the memorandum of understanding between the USPS and APWU regarding Single Position High Speed Induction Unit (SPHSIU), dated September 28, 1990..	H7C-1G-C-9849	SETTLEMENT	JULY 12, 1991	
ROTATION, ON-THE-FLY - While the arbitrator concluded that the M-15 revision with respect to "on-the-fly" rotation was not in violation of the National Agreement, the relieving operator is allowed to make necessary console lamp adjustments in the angle intensity of the light. The relieving operator is allowed to make necessary chair adjustments.	H1C-5F-C-15964	SETTLEMENT	DEC. 23, 1983	
ROTATION - ...involves the rotation of OCR OPERATORS in the Pitney Bowes OCR/CS and Burroughs OCR/CS Operating Guidelines....The parties have agreed to apply the general principles of the January 1992 Plan of Action-Ergonomic Approach to LSM Operations to resolve this dispute.	H4C-NA-C-2	SETTLEMENT	NOV. 4, 1992	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
ROTATION - ...2) whether management violated the Agreement by selecting a one and one-half hour rotation between keying and sweeping for clerks operating the SMALL PARCEL AND BUNDLE SORTER....this case is similar to H7C-NA-C-69 which is pending National Arbitration.	H7C-3T-C-24622	SETTLEMENT	AUG. 6, 1991	
SAFETY CAPTAIN - ...whether implementation of the local "Safety Captain Program" constituted a unilateral action by the employer in violation of the National Agreement. (Referred to Step 3 and/or arbitration)	H4C-1M-C-16538	SETTLEMENT	JAN. 29, 1987	
SAFETY COMMITTEE, AGENDA - ...whether a safety education presentation should be conducted at all safety committee meetings.....There is no dispute between the parties at Step 4 relative to the meaning and intent of Article 14 Sections 4-8A....	H1C-4A-C-31805	SETTLEMENT	JAN. ??, 1985	
SAFETY COMMITTEE, COMPENSATION - ...whether more than one Union representative for the same craft is entitled to be compensated when attending local safety committee meetings. This issue can be resolved by applying the language of article 14 section 4.	H1C-4A-C-34452	SETTLEMENT	FEB. 12, 1985	
SAFETY COMMITTEE REPRESENTATIVE - ...the parties at this level agree that the language in Article 14 Section 4 is clear. There shall be equal representation on the committee between the unions and management.	H7C-1J-C-1278	SETTLEMENT	NOV. 17, 1988	
SAFETY FORMS, LOCAL - ...whether management is properly requiring employees to use a locally developed form to document unsafe practices....there is no national requirement for employees to acknowledge that the subject information was documented, they should not be required to sign a local form, such as the one referenced to in this grievance.	H1C-5D-C-30950	SETTLEMENT	JULY 25, 1985	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
SAFETY HAZARD REPORT - ...we agreed to resolve this case based on our understanding of Article XIV, Section 2 which provides that when employees notify their supervisors of unsafe conditions, the conditions will be investigated immediately and corrective action taken if necessary.	H8C-3W-C-29785	SETTLEMENT	AUG. 21, 1981	
SAFETY HAZARDS - Whether the aisles are being obstructed or a safety hazard exists can only be determined by full development of the specific fact circumstances. These cases should be fully discussed at the local level in accordance with Article 14 Section 4...	H1C-4B-C-15824 H1C-4B-C-16382	SETTLEMENT	JAN. 24, 1984	
SAFETY INSPECTION - ...2. The Postal Service also acknowledges its obligation under Article 23 of the National Agreement to allow, with reasonable notice, duly authorized representatives of the Union to enter postal installations for the purpose of performing and engaging in official Union duties and business related to the Collective Bargaining Agreement. Such representatives need not be on the employee's payroll and may include "safety and health experts." All such representatives must adhere to the terms and conditions of Article 23.	H4C-4G-C-24864	SETTLEMENT	APRIL 28, 1992	
SAFETY POLICY - The Union's concern focuses on the employee's representation rights when such meetings are conducted under item 1 of the subject policy. It is not the intent of item 1 to deny representation rights in such meetings which may result in disciplinary action being taken.	H1C-3P-C-40416	SETTLEMENT	MARCH 4, 1985	
SAFETY POLICY - We mutually agreed that the local post office instructions at issue in this grievance, as presently written, appear to exceed the scope and intent of the management prerogatives contained in the National Agreement. Since the instructions were read and posted as policy in this local office, they shall be rescinded and appropriately revised by management, if to be reissued as instructions to employees.	H1C-3A-C-10720	SETTLEMENT	MARCH 17, 1983	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)			
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE
SAFETY RECORD -...whether local management properly applied the provisions of Part 350 of the Administrative Support Manual in citing the grievant's past safety record. Remanded to Step 3 and/or arbitration.	H4C-3W-C-39014	SETTLEMENT	OCT. 22, 1987
SAFETY REVIEW - ...whether or not the Union was timely notified regarding a regional safety review is an issue suitable for regional determination based on the specific fact circumstances.	H1C-3W-C-41010	SETTLEMENT	FEB. 15, 1985
SAFETY TALKS - ...whether it is proper for a supervisor to discuss other matters with employees directly following a safety talk... This is a local dispute suitable for regional determination by application of Section 313 of the EL-810, Supervisor's Safety Handbook, and Section 374 of the Employee and Labor Relations Manual to the fact circumstances.	H4C-3F-C-21607	SETTLEMENT	DEC. 24, 1987
SEAT BELTS - ...the question raised in this grievance involved the use of auxiliary seats in postal vehicles... 1/4 and 1/2 ton vehicles owned by the Postal Service with a service tray positioned for normal use is considered unsafe for transportation of passengers in an auxiliary seat... Therefore, use of auxiliary seats in 1/4 or 1/2 ton vehicles for route paring, inspections, or street supervision is not permitted. For vehicles large than 1/2 ton, the parties are to apply the provisions of Postal Bulletin 21460, dated May 31, 1984, concerning Vehicle Seats for guidance.	H1N-2B-C-18013	SETTLEMENT	SEPT. 9, 1985
SECURITY OF POST OFFICE - whether management violated Article 14 when it opened the top section of the "dutch doors" at the Jamaica, New York Post Office to service customers during an influx of business... we agreed to have the Postal Inspection service audit the above referenced facility from a security standpoint to determine whether there are indeed any deficiencies.	H1C-1M-C-31035	SETTLEMENT	FEB. 1, 1985

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)			
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE
SHOES - ...not providing safety shoes for maintenance craft employees who use Hi-Jacker Telescoping work Platforms in the performance of their duties....The Union's argument that the Postal Service is obligated to follow the manufacturer's suggestion to wear safety shoes is not persuasive because the manufacturer has changed and, in one instance, eliminated the language in manuals issued subsequent to the one referenced in this case. Also, employees are required to wear shoes that provide adequate protection to the feet from accidental injury. Whenever they perform postal duties.	H8T-1E-C-24064	DECISION	SEPT. 30, 1982
SHOES - ...whether the grievant as treated disparately when she was sent home after appearing for work without proper safety footwear. (Referred to Step 3 and/or arbitration).	H1C-3W-C-46532	SETTLEMENT	OCT. 17, 1986
SHOES - The question in this grievance is whether local management violated Article 19 of the National Agreement by publishing a policy which prohibited the wearing of shoes designed for sports or athletics -- whether or not they had steel toes --on the workroom floor. It is the position of the Postal Service that the local policy did not violate either ELM 583 or the provision on new footwear as published in Postal Bulletin Nol 21358, dated July 1, 1982...	H1C-4F-C-9147	DECISION	FEB. 22, 1983
SHOES, SNEAKERS - ... whether management violated the provisions of the Postal Bulletin 21358, dated July 1, 1982, by requiring the grievant to change his footwear on September 19, 1982....we agreed that the question raised can be answered by applying paragraph # 2 of the Postal Bulletin notice to the fact circumstances. We also agreed that paragraph # 2 is applicable to non-uniformed employees and <u>does not contain color restrictions.</u>	H1C-3P-C-13989	SETTLEMENT	MARCH 22, 1983
SMOKING - ...whether management violated the National Agreement by requiring non smokers to take their breaks in the same room as smokers. (Referred to Step 3 and/or arbitration).	H4C-1Q-C-13355	SETTLEMENT	OCT. 7, 1986

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
SMOKING AT SPLSM - ...whether management violated the National Agreement by prohibiting smoking at single position letter sorting machines. (Referred to Step 3 and/or arbitration).	H4C-4J-C-18924	SETTLEMENT	DEC. 31, 1986	
SUN GLASSES - ...whether management violated Article 5 by prohibiting the wearing of sunglasses on the workroom floor...this is a proper subject for consideration by the Local Safety and Health Committee.	H1C-4B-C-29898	SETTLEMENT	JAN. 11, 1985	
TEMPERATURE - ... You questioned the intent of the heating maximum of 65 degrees F and the cooling minimum of 78 degrees F provided for under the Postal Service's Energy Conservation Program. For your information, the objective at each postal facility where these temperature guides are relative is to maintain temperatures as close as reasonably practicable to these guides without exceeding the maximum heating or minimum cooling requirements. Obviously, implementation of these objectives requires a common sense approach. If the temperature is space regularly occupied by employees performing everyday work is significantly out of line, temperature readings can be taken and when necessary and reasonably possible, adjustments made.	NATIONAL JOINT LABOR/MANAGE. COMMITTEE		FEB. 26, 1982	
TEMPERATURE, MPLSM - We mutually agreed that the temperature in the operating area of the letter sorting machine should be equal to the temperature of the workroom floor. Management will make conscientious efforts to maintain proper temperatures in the LSM operating areas.	H8C-5H-C-13549	SETTLEMENT	JAN. 21, 1981	
THUMB STALL, FLAT SORTER - ...whether the wearing of a rubber thumb creates a safety hazard for MPFSM employees. During our discussion we mutually agreed to close this case based on a statement in the Step 3 decision that the wearing of the rubber thumb is not a requirement. We also agreed that this kind of issue is proper for review by the local safety and health committee.	H4C-3W-C-7700	SETTLEMENT	OCT. 11, 1985	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
TIE ON LSM - ...whether the supervisors' instructions to the grievant to remove a Hawaiian lei from around his neck while working on the MPLSM was discriminatory. In addition, the wearing of a necktie around machinery....whether the supervisor's instructions to the grievant are discriminatory can only be determined by the specific fact circumstances. In addition, neckties worn around such equipment should be either the clip-on variety or tucked in.	H7C-3W-C-2086	SETTLEMENT	AUG. 30, 1988	
TIES ON MACHINES - ...whether the wearing of a neck-tie around automated machinery violates Article 14.... Neck-ties worn around such equipment should be either the clip-on variety or tucked in.	H4C-3S-C-52340	SETTLEMENT	DEC. 4, 1987	
TIES, WINDOW CLERKS - ...whether employees ineligible for uniform allowances can be required to wear ties when assigned to window service duties. If so, can they be required to wear ties furnished by the Postal Service when they do not have their own ties? During our discussion, we agreed to resolve this matter based on our understanding of Part 582.11, ELM, which stipulates when a prescribed uniform is to be worn. We further agreed that in instances when employees are ineligible for uniform allowances, they are only responsible for being adequately and properly attired when assigned to window duties.	H1C-3T-C-5920	SETTLEMENT	NOV. 5, 1982	
TOGGLE SWITCH - ...whether the addition of an electric toggle switch on the power panel of letter sorting machines was an unsafe modification....We agreed that the provisions of Management Instruction EL 810-84-3 and Publication 101, Engineering Charge Board Organization and Operation should be applied to the facts involved in this case.	H4T-3Q-C-29258	SETTLEMENT	AUG. 25, 1989	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
TRAINING - ...whether or not management violated Article 8 of the National Agreement by not paying out-of-schedule premium to the grievant when he was required to attend a training session to qualify as a Safety Specialist, EAS-14. The file reveals that the course was a recognized and organized training session and the employee was notified in advance. It is the position of the USPS that out-of-schedule pay is not required in such cases.	H8C-1J-C-23107	DECISION	OCT. 22, 1981	
TRAINING - The grievant was required to work out-of-schedule for a portion of his tour while attending a safety training session away from his regular work unit....In our opinion, the course met the criteria set forth in Part 233.23e, of the Time and Attendance Manual which stipulates that where an employee's schedule is temporarily changed so that the employee may attend recognized training sessions, no obligation for out-of-schedule premium exists. The training session must be a planned, prepared and coordinated program or course, as was the case her.	H1C-5G-C-5586	DECISION	OCT. 1, 1982	
TRAINING - ...whether the grievant should be paid out-of-schedule premium for being required to attend a RED CROSS SA FETY TRAINING course. Local management contends that the course was a planned, prepared and coordinated course given in accordance with 435.623e, ELM; therefore, out-of-schedule premium is not required.	H8C-2F-C-268	DECISION	SEPT. 7, 1983	
TRAYS OF MAIL ON FLOOR - ...whether the placing of mail trays on the floor by the distribution cases creates a safety hazard....The parties agree that when trays of mail are properly placed in appropriate location on the floor, no safety hazard exists. However, whether a safety hazard is created...by the placement of trays on the floor can only be determined by full development of the specific fact circumstances.	H1C-3W-C-15457	SETTLEMENT	APRIL 29, 1983	
TRAYS OF MAIL ON FLOOR - ...whether a safety hazard exists when trayed mail is placed on the floor at this post office.... This is a local dispute suitable for regional determination by application of Article 14.2 of the National Agreement to the particular circumstances.	H1C-3W-C-41011	SETTLEMENT	OCT. 2, 1986	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)				
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE	
TOWLINE - ...whether mail process employees may be allowed clear simple malfunctions of the tow line loop spurs, merge points and switch point. Primarily, the Union expresses a concern for the safety of these employees in that they may not be properly trained and qualified to perform this function. (Referred to Step 3 and/or arbitration).	H1T-3A-C-16453	SETTLEMENT	JULY 20, 1984	
UNLOADING TRUCKS - ...whether or not management violates Article 14 of the 1981 National Agreement by periodically assigning clerks to load and unload trucks at the Miami, Florida Post Office.....The periodic assignment of clerks to load and unload trucks under the circumstances described in this case does not constitute a violation of Article 14.	H1C-3W-C-9715	DECISION	JAN. 12, 1983	
<p>URINALYSIS - ...whether management is properly administering urinalysis tests for drugs during fitness-for-duty examinations...</p> <p>1. It is agreed that during a fitness-for-duty examination a urinalysis test may be required in the judgment of the examining Medical Officer, in accordance with the Employee and Labor Relations Manual, Section 864.33</p> <p>2. If an employee's urinalysis is confirmed as positive, management may refer the employee to the Employee Assistance Program.</p> <p>3. The Postal Service will not discipline employees solely on the basis of a positive drug test but will give them an opportunity to overcome their drug/alcohol problems. Postal Service policy on this issue is described fully in Section 871.13 of the Employee and Labor Relations Manual.</p> <p>4. With respect to alcohol/drug abuse, it is understood that management has the responsibility to provide safe working conditions and a safe workforce as well as the responsibility to preserve the sanctity of the mail.</p>	H1C-4E-C-35264	SETTLEMENT	JUNE 26, 1986	

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)			
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE
VIDEO DISPLAY TERMINAL - ...involves the potential safety hazards associated with video display terminals (VDT)...it was mutually agreed that the following would represent a full settlement of these cases: <i>The Postal Service is not required to comply with NIOSH recommendations, especially since NIOSH specifically stated that the report was of a "limited field investigation, and that the conclusions and recommendations apply only to the facilities which were studied."</i> <i>Nonetheless, the Postal Service has initiated its program to review the current vision standards and illumination levels of selected postal positions. Any findings or standards that are set as a result of this study will apply to the Boston GMF.</i>	H1C-1E-C-11102 H1C-1E-C-11104	SETTLEMENT	OCT. 24, 1983
WATER - ...whether management violated the National Agreement when management refused to pay some employees in this local office administrative leave when they went home because there was no water at their facility for approximately 5 hours...it was agreed: <i>The situation that brought rise to this grievance is now moot. However, should it arise again management should make every effort to provide employees with drinking water and comfort relief facilities.</i>	H8C-5K-C-12734	SETTLEMENT	NOV. 17, 1982
WORK, SAFELY - ...whether management violated the National Agreement by reassigning the employee to another craft due to his inability to work safely. It was mutually agreed: 1. The Postal Service may discuss with an employee his/her safety record. 2. An employee may volunteer for reassignment to another craft. However, the Postal Service may not unilaterally make such a reassignment.	H8N-4J-C-33933	SETTLEMENT	DEC. 6 1992

SAFETY RELATED STEP 4 DECISIONS/SETTLEMENTS (updated 12/24/97)			
ISSUE	CASE NUMBER	SETTLEMENT OR DECISION	DATE
X-RAYS - whether the grievant was improperly required to undergo a fitness-for-duty examination, including x-rays... This is a local dispute over the application of Section 547 of the Employee and Labor relations Manual. If the allegation, that the x-rays were unsafe for the grievant, persists; then this case can be handled in accordance with Article 14 Section 2.	H1C-4B-C-27009	SETTLEMENT	SEPT. 13, 1984

Number	Name
AS-556	Asbestos Management Guide (May 1998)
EL-810-91-6	Asbestos-Containing Materials Control Program.
EL-810-94-3	Asbestos-Containing Building Materials Control Programs
EL-810-98-1	Asbestos-Containing Building Materials Control Program
EL-830-1999-5	Control of Asbestos Exposure From Brake And Clutch Repair And Service
EL-830-95-2	Control of Asbestos Exposure from Brake and Clutch Repair and Service
EN-05-18-98	Asbestos Control Programs
HR-0511-95	Asbestos Containing Materials
HR-05-30-95	Asbestos Medical Surveillance
Letter May 11, 1995	Assessing Asbestos-Containing Materials and Air Monitoring
Letter May 30, 1995	Asbestos: Medical Surveillance and Documentation of Potential Exposures
Letter May 30, 1995	Asbestos Exposure and Medical
MMO-029-00	Asbestos Work Practices
MMO-045-93	Asbestos Control
EL-810-2000-2	Bloodborne Disease Exposure Control Plans
EL-810-92-4	Bloodborne Disease Exposure Control Plans
EL-810-95-3	Bloodborne Disease Exposure Control Plans - This instruction is obsolete. It was replaced by MI-EL-2000-2
Poster 265	Drugs by Mail
Pub 14	Prohibition and Restriction on Mailing Animals, Plants, and Related Matter
ERM-03-29-01-2	Facility Safety Coordinator Training
HR-07-14-99	Safety Tool Kit
EL-810-93-1	Confined Space Safety
NIOSH Report	NIOSH 94-110 - Lifting Manual
ERM-03-29-01-1	Accident Reduction Action Plan
Pub 18	Manager's Guide to Understanding Affirmative Action
AS-850-2001-2	Emergency Evacuation and Fire Protection - This instruction replaced MI AS-510-98-3.
EL-810-96-1	Response to Hazardous Materials Releases
EL-860-1999-3	Anthrax, Emergency Response to Mail Allegedly Containing Anthrax
PS FORM 2162	Burglary and Robbery Countermeasures Program
PS FORM 7498-D	Facilities Environmental Checklist
PS FORM 7531	Case Activity Report - External Crimes
PUB 159-B	Contingency Planning — Civil Disorders and Natural Disasters
PUB 159-C	Contingency Planning For Bombs and Bomb Threats
PUB 275	Post Office Robbery
SOP-S27	Plan for Weekly Fire Alarm Test
AS-510-98-3	Emergency Evacuation and Fire Protection - This instruction is obsolete. It was replaced by MI AS-850-2001-2
RE-4	Standards for Facility Accessibility by the Physically Handicapped
AS-510-97-6	Environmental Integration in the New Construction Process
AS-550	Paper and Paperboard Recycling Guide and Plan
AS-550-85-18	Clean Air Act Compliance
AS-550-91-10	Pollution Prevention Program

EL-810-91-6	Asbestos-Containing Materials Control Program.
AS-550-92-2	Waste Reduction
AS-550-92-7	Stormwater Management
AS-550-95-9	Underground Storage Tank Management
AS-550-96-4	National Environmental Policy Act Operational Guidance
AS-550-96-5	Environmental Compliance Quality Assurance Review Guide
AS-550-A	A Paper and Paperboard Recycling Guide
AS-550-B	Paper and Paperboard Recycling Plan
AS-551	Clean Air Act Compliance Handbook
AS-552	Pollution Prevention Guide
AS-554	Water Reference Guide
AS-554-A	Water Management Guide
AS-554-B	Water Conservation Guide
AS-554-C	Vehicle Washing Technologies
AS-554-D	Water Permitting Guide
AS-555	Environmental Compliance Quality Assurance Review Guide
AS-555	Environmental Compliance Guide
EL-510-97-6	Environmental Integration in the New Construction Process
PS FORM 2282	Facility Evaluation Sheet (Space & Condition)
PS FORM 8194	Environmental Conditions, Record of
PS FORM 8195	Operational Environmental Checklist
RE-6	Facilities Environmental Guide
SOP-S01A	Recycling Lamps Batteries & Plastic
SOP-S01B	Grease Rags & Absorbent Materials
SOP-S24	Procedure for Disposal of Used Oil
SOP-S25	Disposal of Hazardous wastes
SOP-S26	Process Industrial Waste
	Pollution Prevention Plan MPF
	Pollution Prevention Plan VMF
	Pollution Prevention Program
EL-307	Guidelines on Reasonable Accommodation
Letter July 28, 1983	Postal Bulliten - Anti-Fatigue Matting
NIOSH Report	HETA-2000-0014-2792
NIOSH Report	HETA-92-0073-2337
Safety Alert	Antifatigue Floor Matting
AS-504	Space Requirements
AS-510-83-1	USPS Maintenance of Leased Facilities
AS-510-87-13	Building and Site Design Safety Requirements
AS-510-87-3	Compliance with OSHA Standards — Facility Construction Program
AS-510-91-5	
AS-510-94-1	Changes in Facility Design after Project Approval
AS-520-81-11	Facility and Equipment Safety Design and Acceptance Review
AS-520-96-9	Facility Planning Concept
AS-550-97-6	Environmental Integration in the New Construction Process
AS-558	Facility Energy Management Guide
AS-819	Universal Wiring Standards
ASM Chapter 5	Facilities and Equipment
EL-800	Managing Contract Safety and Health Compliance
EL-810-84-3	Safety and health Change Board

EL-810-91-6	Asbestos-Containing Materials Control Program.
HR-02-25-00	Contractor Safety & Health Guidance
PS FORM 919	Facility Planning Data
PS FORM 929	Major Facility Planning Data
RE-13	Repair and Alteration of Real Property Facilities
139 CFR part 233	Inspection Service-Inspector General Authority
39 CFR part 447	Rules of Conduct for Postal Employees
MS-56	Fire Prevention and Control
SOP-S08	Hot Work Permits
AS-550-96-8	Procedures for Reporting Releases of Hazardous and Regulated Substances to the Environment
PUB 52	Acceptance of Hazardous, Restricted, or Perishable Matter
EL-810-96-2	Hazard Communication Programs
MMO-054-97	Pollution Prevention - Postal/ Environmental, Protection Agency Targeted Chemicals
MMO-061-81	Material Safety Data Sheets (MSDS)
MMO-081-99	Hazard Communication and Material Safety Data Sheets
OSHA 3111	Hazard Communication
SOP-S07	MSDS Approval
AS-550-92-8	Hazardous Waste Management
AS-553	Hazardous Waste Management
DMM	(Mail Acceptance)
EL-810-82-6	Hazardous Materials Spill or Leak Standard Operating Procedures
EL-810-90-6	Hazardous Materials Spill or Leak Standard Operating Procedures
EL-812	Hazardous Materials and Spill Response
Letter April 21, 1998	Hazardous Materials and Dangerous Goods in the Mail (4/21/98)
Letter June 16, 1998	
MMO-029-95	PCB Lamp Ballast Disposal
MMO-050-97	Coin Cup Liners
MMO-059-88	Anti-Intrusion Device
MS-39	Flourescent & Mercury Vapor Lighting
Notice 107	Somethings Were Never Meant to be Mailed
OS-04-21-98	Hazardous Materials in the Mail
Pub 2	Packaging for Mailing
SOP-S06	Hazardous Spill Leaks & Emergency Plan
EL-810-2000-1	Hearing Conservation Programs
EL-810-94-2	Hearing Conservation Programs
AS-550-95-10	Integrated Pest Management
MS-47	Housekeeping - Postal Facilities
AS-550-97-4	Facility Energy Management Program (Indoor Air Quality)
ASHRAE 62	Ventalation for IAQ
ASHRAE 62a	Addendum to Ventalation for IAQ
HR-05-11-99	Dust Control
EL-810-81-10	Announced or Unannounced Inspection of Postal Facilities by OSHA Personnel
EL-810-1999-1	Lead Hazard Management
MMO-031-94	Lead Exposure in Construction (Lead Based Paint)
OSHA Inter.	Lead OSHA Interpretative Letter - re-analysis type

EL-810-91-6	Asbestos-Containing Materials Control Program.
MMO-055-83	Lighting Guidelines
Letter Jan. 19, 2001	Lockout, Postal and Plant Equipment letter of 1/19/01
MMO-027-95	Automation, Mechanization, and Building Machinery and Equipment Lockout Procedures
MMO-038-94	OSHA Lockout Tagout Procedures
MMO-039-89	Electrical Plug Lockout Device
MMO-055-94	Dock Levelers, Safety Lockout and Maintenance Procedures
MMO-079-99	Lockout issues fro NTSN Tech
PO-502	Container Methods
MMO-020-86	Material Safety Data Sheet Database
MMO-038-82	Material Safety Data Sheet Requests
HR-05-25-99	Implementation OSHA Management
OSHA	OSHA Regulatory Status November 2000
OSHA	OSHA Injury Illness recordkeeping
OSHA 101	Injury/Illness Report
OSHA 200 Log	OSHA 200 All-in-One
OSHA 2056	All About OSHA
OSHA 2098	OSHA Inspections
OSHA 3071	Job Hazard Analysis
OSHA 3154	Heat Stress
OSHA 7	Notice of Alleged Safety & Health Hazard
OSHA Facts	New Ways of Working
PO-730-89-02	Accident Investigation - Tort Claim Activities
Poster 42	Fair Labpr Standard Act
SOP-S10	Contractor Safety on Postal Property
OSHA 3000	Employer Rights
OSHA	All About OSHA
EL-540-87-3	
HR-10-05-98	Employee Safety Enhancement Act
Letter Oct. 5, 1998	Interim Guidance on Compliance with the Postal Employees' Safety Enhancement Act (USPS Ltr. 10/5/98)
Decision	DBCS Accu-sort Light
EL-810-2000-2	Personal Protective Equipment and Respiratory Protection Programs
EL-820-1998-3	Procuring Prescription Safety Glasses
EL-820-80-4	Procurement of Perscription Safety Glasses
Guide	Respiratory Protection Program Guide (Dec. 2000)
HR-02-02-98	OSHA Respiratory Protection Final Rule
HR-08-18-94	Revised OSHA Standard on PPE
Letter Aug. 18, 1994	New/Revised OSHA Standards on Personal Protective Equipment
MMO-022-90	Personal Protective Equipment
OSHA	OSHA Respiratory Protection Final Rule-Interim Guidance
Program Guide	Personal Protective Equipment Program Guide (Oct. 2000)

EL-810-91-6	Asbestos-Containing Materials Control Program.
Safety Tool Kit	Respiratory Protection Program Guide
Safety Tool Kit	Personal Protective Equipment
EL-540-91-1	Job-Related First Aid Injuries
EL-860-98-2	Employee Medical Records
ERM-03-26-01	OSHA Recordkeeping Reviews
Letter June 7, 1999	Safety and Health Training Records (USPS Ltr. 6/7/99)
OSHA	Recordkeeping Requirements, OSHA Injury / Illness
PS FORM 1767	Report of Hazard, Unsafe Condition or Practice
PS FORM 1769	Accident Report
Pub 540	A Guide for Managing Injuries
Pub 549	FOIA Requests for Postal Service Records
	Traumatic Injury Accident Reporting
EL-801	Supervisor's Safety Handbook
EL-802	Executive's and Manager's Safety Compliance Guide
EL-803	Maintenance Employee's Guide to Safety
EL-806	Health and Medical Service (plus supplement: CPR Booklet)
EL-810	OSHA Programs
EL-814	Employee Guide to Safety
EL-921	Supervisors Guide to Grievances
ELM 13	Chapter 8 - Issue 13
ELM 14	Chapter 8 - Issue 14
ELM 15	Chapter 8 - Issue 15
ELM 16	Chapter 8 - Issue 16
MMO-004-97	Maintenance Safety Checklist
PO-510-89-05	Transportation Management ServiceCenter Operating Requirements
PO-516	Highway Contractor Safety
PO-530-89-1	Processing trailer Damage
Poster 296	Notice of Reward
Pub 32	Glossary of Postal Terms
Pub 518	Supervisor's Guide, Employee Assistance Program
Pub 519	Employee Assistance Programs
Pub 519a	Programa De Asistencia Para Empleados
	Policy on Diversity
PS FORM 1784 - A	
PS FORM 1784 - B	
PS FORM 1784 - C	Safety and Health Deficiency Report
Buddy System (APWU Document)	System" for Maintenance Personnel. - Article 14 Section 8.A.5
EL-314	You and the USPS
Letter Oct. 5, 1998	Interim Guidance on Compliance with the PESEA
MOU/Burrus Memo	Correction of Unsafe Conditions
MS-10	Floors - Care & Maintenance

EL-810-91-6	Asbestos-Containing Materials Control Program.
MS-63	Maintenance Operations Support
Notice 71	Bombs by Mail
PO-701	Fleet Management
PO-720-95-2	Alcohol and Drug Testing of Employees With a Commercial Driver's License
MMO-030-01	AFSM100 Start Warning Fault
MMO-064-99	Hazardous Frieght Elevator Gate
Safety Alert	Steel Mail Sorting Units - Safety Alert
EL-809	Guidelines for Local Joint Labor-Management Safety and Health Committees
EL-809T	Committees
PS Form 1783	On-The-Job- Safety Review / Analysis
Pub 129	Safety Talks
HR-05-27-99	Safety & Health Commitment
HR-06-08-99	Safety & Health Commitment
MS-24	Heating, Cooling and Ventilating
MS-49	Energy Conservation and Maintenance Contingency Planning
Letter June 7, 1999	Safety & Health Training Records
SOP-S16	Lockout-Tagout Procedures Training
Training Program-USPS	Training for Supervisors Reasonable Accomidations
Training Program-USPS	
Training Program-USPS	Accident and the Claims That Follow
Training Program-USPS	Duty to Provide Information to the Union
EL-810-82-2	CONCERN - A Management Safety Training Program
EL-810-82-3	Program
EL-810-83-2	the OSHAAct and Postal Service Program
HR-06-07-99	Safety & Health Training Records
MMO-071-97	Maintenance Safety Video
AS-816	Open VMS Security
OSHA	OSHA's Workplace Violence Prevention Program
Policy	Policy on Sexural Harrasne
Policy	Policy on Sexual Harrasment 1994
Policy	Policy on Sexual Harrasment 1998
Policy	Policy Statement on Drug Abuse
Policy	Policy Statement on Sexual Orientation
Poster 21	Policy on Sexual Harrassment
POSTER 26	Letter and Package Bomb Indicators
Poster 61	Policy Statement on Drug Abuse

EL-810-91-6	Asbestos-Containing Materials Control Program.
Poster 62	A Violence-Free Workplace is Everyone's Responsibility
Poster 72	Equal Employment Opportunity Is The Law
PS FORM 7532	Robbery Report
Pub 107	Crisis Management Plan for Incidents of Violence in the Workplace
Pub 108	Threat Assessment Team Guide
PUB 176	Carrier Robbery/Assault
PUB 302	Crime Prevention Tips For Postal Employees
Pub 307	STOP Unsolicited Sexually Oriented Advertisement In Your Mail
PUB 348	Window Services Crime Prevention Booklet
Pub 45	A Violence-Free Workplace
Pub 533	Employee's Guide to Understanding Sexual Harrassment 2000
PUB 54	Notice of Bomb Threat
Pub 552	Manager's Guide to Understanding Sexual Harassment 1998
Pub 552	Manager's Guide - Sexual Harrassment 1999
Pub 553	Employee's Guide to Understanding Sexual Harrassment 1998
Pub308	Guide for Victims & Witnesses of Federal Crimes
RE-5	Building and Site Security Requirements
Report	USPS Commission on a Safe Workplace
Report	Sexual Harrassment in the Federal Workplace
SOP-S11	Suspect Parcel & Bomb Threat
	Sexual Harassment
MS-1	Operation and Maintenance of Real Property (Section10)
Pub 281	Don't Take the Bait

DATE	DOCUMENT	DESCRIPTION OF DOCUMENT
	<u>Anthrax Facts</u>	Facts about anthrax
3/30/1985		Section 330, Job Safety Analysis (On-The-Job Safety Review/Analysis, Form 1783.
2/1/1996	<u>EL-810-96-1</u>	Management Instruction - Response to Hazardous Materials Releases
2/2/1998	<u>OSHA Respiratory Protection Final Rule - Interim Guidance</u>	Instructions to the field regarding the new OSHA Standard in 1910.134 regarding the requirements when respirators are required and/or not required.
5/11/1999	<u>Dust Control</u>	Postal Service policy regarding the use of vacuuming in lieu of compressed air. The stated policy in this letter was, "Remove dust by vacuuming rather than by blowing down an area with compressed air whenever possible."
10/4/1999	<u>EL-860-1999-3</u>	Management Instruction - Emergency Response to Mail Allegedly Containing Anthrax
3/1/2000	<u>EL-810-2000-2</u>	Management Instruction - Bloodborne Disease Exposure Control Plans
3/12/2001	<u>EL-810-2001-1</u>	Management Instruction - Personal Protective Equipment and Respiratory Protection Programs
5/7/2001	<u>Vacuum Arbitration</u>	D98C-1D-C-00109382 - Management shall cease and desist from using compressed air in excess of 30 psi to clean the OCR, BCS and DBCS machines at the facility, shall provide working vacuum cleaners to all technicians cleaning such machines, shall direct and monitor technicians to ensure maximum use of vacuums and minimum use of compressed air and shall provide Technicians with sufficient time to utilize such cleaning techniques, shall clean floors, trays and other accessible, non-vertical surfaces in proximity to the machines on the same or more frequent basis than the machines, shall develop a mechanism to clean other surfaces in proximity to the machines which accumulate dust on a periodic basis, shall provide dust masks to employees and shall warn employees in advance of cleaning and shall not require employees to reenter work areas while levels of dust hazardous to health and/or safety remain.
6/27/2001	<u>EL-850-2001-2</u>	Management Instruction - Emergency Evacuation and Fire Prevention
8/1/2001	<u>Cleaning with Compressed Air Policy</u>	Restricts compressed air pressure for cleaning during routine cleaning of mail sorting and conveying equipment to less than 30psi
10/8/2001	<u>USPS News: Press Release</u>	Statement of PMG John Potter

10/10/01	<u>Emergency Action Plans Policy</u>	Instructions to the field to create Emergency Action Plans (EAP) in offices with 10 or more employees. EAP's must include training for Spill Response Team members and at least one emergency evacuation drill each year. This document also contained a safety talk hazardous material spill and leak response.
10/10/01	uspsnewsbreak a.m.	Notice to the field at 10:00am with an update regarding the handling of suspicious parcels.
10/10/01	uspsnewsbreak p.m.	Instructions to the field regarding safety mail handling procedures for potential anthrax exposure.
10/11/01	<u>USPSNEWSTALK</u>	Instructions to the field with information regarding anthrax. The packet also contained management instruction on emergency response procedures when mail is suspected to contain biological or chemical agents.
10/12/01	<u>CDC Alert</u>	Recommends policy for suspicious unopened letter or packages, envelopes with powder and powder spills out onto surfaces, room contamination by aerosolization,
10/12/01	<u>Use of Gloves and FFP Advisory</u>	Instructions to the field permitting the issuance and wearing of nitrile gloves during routine mail handling activities that do not involve immediate mechanization hazards such as an in-running nip point. Also permits the issuance and wearing of N95 respirator on a voluntary basis as well as permitting employees to wear their own gloves and FFP. This document also identified Management Instruction EL-810-2001-1 as stating the Postal Service policy on the use of gloves and filtering face pieces.
10/12/01	uspsnewsbreak a.m.	Instructions to the field containing factual information on safety and security issues. Attached to the document are detailed talking points in question-and-answer format, a management instruction document titled 'Emergency Response to Mail Allegedly Containing Anthrax' and an Inspection Service paper that addresses anthrax threats by mail.
10/15/01	<u>Boca Raton Bulletin</u>	Local bulletin regarding the Boca Raton employee anthrax testing
10/15/01	<u>Clean Up Fact Sheet</u>	Fact Sheet for Clean Up of USPS Facility
10/15/01	<u>Cutaneous Anthrax</u>	Cutaneous Anthrax Information Sheet
10/15/01	<u>Florida Dept. of Health</u>	Public Health Update: Clean Up of Boca Raton Main Post Office
10/15/01	uspsnewsbreak p.m.	Instruction for employees who handle mail can use nitrile gloves or masks if they wish.
10/15/01	uspsnewsbreak p.m.	Instruction to the field that gloves and masks are okay where they do not create a hazardous situation.

10/15/01	USPSNEWSTALK	Instructions to the field to supply gloves and filtering facemasks to employees who manually handle the mail and ask for them. Only exception is if employees face risk of injury by wearing gloves causes of their proximity to mechanized or automated equipment. Gives example of in-running nip points. Instructs employees not to shake or empty the contents of any suspicious envelope or package.
10/16/01	Clarification of Cleaning Policy	Clarifies postal service cleaning policy - First vacuum to clean dust, if necessary use compressed air with air pressure regulated to less than 30 psi, wear eye protection, may use FFP and nitrile gloves, indiscriminate use of compressed air is prohibited. Describes policy when there is reason to believe a machine or area has been contaminated with an unknown substance.
10/17/01	uspsnewsbreak p.m.	PMG and union chiefs: We're working together to ensure safety of employees
10/17/01	uspsnewslink	Postal Service document highlighting the USPS-TV broadcast of PMG and Union leader discussion employee concerns about anthrax in the mail.
10/17/01	USPSNEWSTALK	Instructions to the field which contains a two-part mandatory stand-up talk that must be read to the employees regarding a USPS-TV national broadcast with the Unions and Reuse of FFP Masks and Nitrile Gloves. These instructions contain recommendations for the replacement of gloves and FFP's as well as the method to be used for removing and disposing of the disposal gloves.
10/18/01	USPS Message	USPS Message to Customers
10/18/01	uspsnewsbreak p.m.	Inspection Service, FBI offer \$1 million reward for arrest of anthrax mailers
10/19/01	APWU News Service	APWU Addresses Anthrax Concerns
10/19/01	uspsnewsbreak p.m.	Information to the field regarding anthrax situations in New Jersey, Washington DC area, New York area, Boca Raton, Florida
10/19/01	uspsnewslink	Postal Service document highlighting various issues involving employees and anthrax
10/19/01	uspsnewslink extra	News about employees changes quickly during extremely challenging week.
10/19/01	USPSNEWSTALK	Instructions to the field regarding decision trees, administrative issues and other guidance on safety. This includes Postal Service recommendations to follow when powders and similar materials are found in the work place.
10/21/01	uspsnewsbreak p.m.	Information to the field regarding the closing of the Washington DC P&DC and BWI AMF
10/22/01	uspsnewsbreak p.m.	Postal Service confirms two postal employees dead, says others may have anthrax
10/22/01	uspsnewslink extra	Postal Service confirms two postal employees dead, says others may have anthrax

10/23/01	<u>Environmental Sampling for Anthrax</u>	CDC Procedures for Collecting Environmental Samples of Anthrax
10/23/01	<u>Personal Protective Equipment Purchases</u>	Instructions to the field that headquarters is purchasing nitrile gloves and N95 filtering face pieces for all the processing and distribution centers in the country. It also states that each N95 FFP's box will contain instructions for its use.
10/23/01	<u>USPS cc:mail</u>	Informs all Maintenance and operators maintainers that the use of compressed air for cleaning purposes is banned, compressed air connections/hoses/outlets on the workroom floor are to be disabled.
10/24/01	<u>CDC Alert</u>	Recommends all people who have been in the non-public, mail operations area at the Brentwood Facility since 10/11/01 received prophylactic treatment for potential exposure to anthrax.
10/24/01	<u>CDC Alert</u>	Recommends engineering controls such as HEPA filters in all vacuums, bans use of compressed air for cleaning, permits the wearing of gloves, encourages the washing of hands thoroughly, avoid dry sweeping and dusting, use wet cleaning and vacuuming, recommends wearing N95 / N100 respirators
10/24/01	<u>Collection and Retail Acceptance Points</u>	Letter from Patrick R. Donahoe, Vice President, Possibly of Harmful Biological Agents at Collection and Retail Acceptance Points. Mr. Donahoe instructs all employees to exercise their best judgment if they encounter what they believe to be a harmful biological agent.
10/24/01	<u>Deviation from Protocols Policy</u>	Memo to Coordinators and NBA's outlining policy for locals reporting deviations from protocols during the current anthrax situation.
10/24/01	<u>FACTS UPDATE</u>	Latest Facts Update as of 11:00AM
10/24/01	<u>Respirator Use</u>	CDC Summary for Respirator Users
10/24/01	<u>USPS Approved Message</u>	United States Postal Service Approved Messages as of 11:00AM "If there's evidence of contamination at an individual postal facility, we're closing that place and handling the mail elsewhere."
10/24/01	<u>uspsnewsbreak a.m.</u>	Instructions to the field advising of the aggressive intervention policy it is implementing. It identifies six new steps that it will implement employees can take to spot suspicious pieces of mail.

10/25/01	cc:mail	cc:mail from Craig G. Wade addressing anthrax vaccinations, hand creams air sampling and bio-hazard mail screening. There are no plans, as of 10/25/01, to offer any anthrax vaccinations to postal employees, CDC advised USPS that barrier creams does not protect an employee from anthrax exposure, the Army Corps of Engineers will start air sampling in various facilities, the Postal Service is pursuing irradiation technology to "clean" the mail.
10/25/01	<u>FACTS UPDATE</u>	Latest Facts Update (Late Update)
10/25/01	<u>FACTS UPDATE</u>	Latest Facts Update (Mid-Day Update)
10/25/01	<u>uspsnewsbreak a.m.</u>	Instructions to the field that vinyl and nitrile gloves have been purchased and employees are to be supplied with three (3) pairs of gloves daily, also respirators have been purchased to and encouraged the wearing of a respirator and any employee that requested, was to be given a respirator, and that the postal service is switching its mail cleaning process from a forced-air system to a vacuuming system.
10/26/01	<u>Custodial Cleaning Procedures</u>	Applies to both postal and contract cleaning in all Postal Facilities which handle mail or postal equipment. No compressed air, avoid dry sweeping of floors and dusting surfaces, use vacuum cleaner equipped with HEPA filter or wet method to clean floors, wet mop using 10% bleach solution, permits wearing of filter face piece respirator and nitrile or vinyl gloves, etc.
10/26/01	<u>FACTS UPDATE</u>	Latest Facts Update (Late Update)
10/26/01	<u>Mail Sanitization</u>	USPS Awards Contracts to Titan Corporation to Sanitized Mail
10/26/01	<u>MMO-100-01</u>	MLA*/ISS Maintenance Criteria Amendment to MMO-012-01. This bulletin amends MMO-012-01 to clarify the use of blown air (i.e. compressed air, vacuum exhaust, etc.) and vacuuming on the MLA*/ISS (OCRCS). Effective with release of this bulletin, the use of blown air in the routine servicing of this equipment is eliminated. An alternative to blown air, appropriate methods utilizing a HEPA filtered vacuum and brushing must be considered and implemented.
10/26/01	<u>uspsnewsbreak p.m.</u>	President Bush says two postal employees "died in the line of duty"
10/26/01	<u>USPSNEWSTALK</u>	Increase awareness of possibility of harmful biological agents at collection and retail acceptance points
10/27/01	<u>uspsnewsbreak p.m.</u>	USPS begins buying electron beam systems to sanitize the mail
10/28/01	<u>FACTS UPDATE</u>	Latest Facts Update

10/29/01	APWU News Service	Listing of 12 understanding with the Postal Service regarding anthrax procedures
10/29/01	MMO-129-01	Interim Modification to Custodial Cleaning Procedures in Postal Facilities
10/29/01	uspsnewsbreak p.m.	USPS, other federal agencies switch from Cipro to doxycycline
10/30/01	Princeton Mail Delivery	Full Mail Delivery to Resume in Princeton
10/30/01	Sampling and Testing Safety Talk	Postal Service's Anthrax Environmental Sampling and Testing Safety Talk
10/30/01	uspsnewsbreak p.m.	USPS continues to implement measure to protect public, employees THE POSTAL SERVICE IS SUPPLYING 4-5 PAIRS OF GLOVES MADE OF VINYL AND NITRILE PER EMPLOYEE EACH DAY.
10/30/01	USPSNEWSTALK	USPS moves forward with measures to protect employees and the public. THE POSTAL SERVICE IS SUPPLYING 4-5 PAIRS OF GLOVES MADE OF VINYL AND NITRILE PER EMPLOYEE EACH DAY.
10/31/01	cc:mail	Fans, Comfort. Confirmation from Postal Headquarters that comfort fans are to be disconnected
10/31/01	CDC Alert	CDC Interim Recommendations for Protecting Workers from Exposure to Bacillus anthracis in Work Sites Where Mail is Handled or Processed
10/31/01	Environmental Assessment	CDC - Environmental Assessment of Washington Area Sites Receiving Mail Directly from the Brentwood Mail Distribution and Processing Center
10/31/01	Influenza Vaccine	CDC - Vaccine Information
10/31/01	OWCP Information	OWCP written guidance of the filing of workers' compensation claims related to anthrax exposure.
10/31/01	Physician Information	Physician Guidelines for Evaluating of Possible Anthrax Disease
11/1/01	Custodial Cleaning	Clarification of October 26, 2001 Custodial Cleaning letter. This letter explains that the procedures listed in the October 26, 2001 letter are not optional.
11/1/01	FACTS UPDATE	Latest Facts Update
11/1/01	Flu Immunization	Flu Immunization Program
11/1/01	Medical Treatment	CDC Recommendations for Treatment of Persons Potentially Exposed to Anthrax in Mail Handling Facilities.
11/1/01	uspsnewsbreak pm	Masks highly effective at filtering out tiny particles, including anthrax

11/2/01	CDC Update	Summary of Confirmed Cases of Anthrax
11/2/01	uspsnewslink	The new protective gear.
11/3/01	uspsnewsbreak p.m.	Six Florida postal facilities have "medically insignificant" traces of anthrax
11/4/01	FACTS UPDATE	Latest Facts Update
11/5/01	Anthrax Investigation	New Jersey Department of Health and Senior Services - Anthrax Investigation Update in New Jersey
11/5/01	Cleaning Update	Questions and Answers for Maintenance Personnel as of 11/5/01
11/5/01	DIRECT LINE	John P. Curseen Jr. and Thomas L. Morris Jr. memorial service
11/5/01	FACTS UPDATE	Latest Facts Update
11/5/01	NJ Anthrax Updates	New Jersey Department of Health and Senior Services - Bioterrorism Fact Sheet
11/5/01	OWCP Information	OWCP Guidance on Filing for Workplace Anthrax Exposure
11/5/01	uspsnewsbreak p.m.	Postal Service employee arrested on charges related to anthrax hoax.
11/6/01	uspsnewsbreak a.m.	New Jersey mail processor suffering from inhalation anthrax released from hospital
11/7/01	CDC Advisory	Protecting Investigators Performing Environmental Sampling for Bacillus anthracis: Personal Protective Equipment
11/7/01	FACTS UPDATE	Latest Facts Update
11/7/01	USPSNEWSTALK	Battling on many fronts, and with finances worsening, USPS remains resolute 2.4 million contract to sanitize mail to Ion Beam Applications
11/7/01	Ltr. to Supervisor's	Pat Donohue letter to supervisor's about communication with employees
11/8/01	Top Issues	USPS Top Issues and Talking Points
11/8/01	uspsnewsbreak a.m.	TV stations air Morris 911 tape, USPS calls death a tragedy: "He is a victim of terrorism."
11/8/01	uspsnewsbreak p.m.	USPS, facing tough financial picture, seeks one-time aid from Congress
11/9/01	FACTS UPDATE	Latest Facts Update
11/13/01	Cleaning Update	Letter from J. Gerard Bohan reiterating that dry sweeping must be avoided in all instances. Permits the use of a squeegee or treated floor mop to only be used to gather debris to accumulation points.

11/14/01	<u>USPSNEWSTALK</u>	Use the dust masks with confidence. But follow fit-testing guidelines and other instructions
11/15/01	<u>FACTS UPDATE</u>	Latest Facts Update USPS is providing free flu shots
11/15/01	<u>USPSNewsBreak</u>	Two employees released from hospital, environmental testing going well. Stamp Fulfillment Center In Kansas City, MO reopened after decontamination had been completed
11/27/01	<u>Bldg.. Inspection List</u>	Contains a list of USPS building that have been inspected and sampling results
11/27/01	<u>Updated Protocol</u>	Copy of USPS updated anthrax protocol
11/27/01	<u>Cleaning Update</u>	Clarification of cleaning procedures - per meeting
11/27/01	<u>Copies of Anthrax letters</u>	Copies of the anthrax letters from the FBI web page
11/27/01	<u>Copies of letters poster</u>	USPS information of the anthrax letters
11/28/01	<u>uspsnewstalk</u>	Brentwood mail is moving, safely; Bleach as a decontaminant? Yes, it works;
12/3/01	<u>uspsnewslink extra</u>	USPS reiterates its position on irradiating mail
12/3/01	<u>uspsnewsbreak p.m.</u>	USPS reiterates its position on irradiating mail
12/5/01	<u>Protocol cover letter</u>	This is a cover letter from Pat Donohue which accompanies the USPS latest version of the protocols
12/5/01	<u>USPS Interim protocol</u>	Interim Guidelines for Sampling, Analysis, Decontamination, and Disposal of Anthrax for U.S. Postal Service Facilities - issued on 12/05/01 by the USPS
NO DATE	<u>Influenza Vaccine</u>	CDC Influenza Vaccine - "What You Need to Know"
NO DATE	<u>Respirator Care</u>	3M Instruction, Cleaning, and Storage Procedures for 3M Reusable Respirators.
1/25/02	<u>USPSNEWSTALK Special Edition</u>	Irradiation: How the not-so-mysterious solution delivers magical results. Also includes a safety talk certification.
2/5/02	<u>Vacuum Cleaning Procedures</u>	HEPA Filters / Vacuum - Cleaning Procedures (APWU Document)
2/8/02	<u>MMO-005-02</u>	Caution Stickers for Suspicious Substance in the Carrier Sequence Bar Code Sorter (CSBCS)
2/12/02	<u>USPS Memorandum</u>	Adverse Effects of Medication and Emergency Response
2/13/02	<u>USPSNEWSTALK</u>	Retesting Bellmawr - Additional precautionary testing for anthrax at the South Jersey Processing and Distribution Center in Bellmawr, NJ is being undertaken due to an agreement

2/15/02	uspsnewslink	Second Round of precautionary testing underway in South Jersey (PowerPoint Presentation)
2/20/02	Fans, Comfort	Correspondence to Date Regarding the APWU's Position on the Use of Comfort Fans
2/28/02	Fans, Comfort	Personnel Cooling Fan Policy. (The APWU has stated its objection to this policy due to the fact that the Postal Service failed to perform a hazard assessment for the purpose of determining if the hazard and/or suspected hazard had been abated prior to making the decision to permit personnel fans to be placed back into service.)
2/28/02	High Bay Cleaning	High Bay Cleaning Policy. All high bay cleaning performed by bargaining unit employees is to be accomplished with a HEPA vac or Wet Method (e.g. wet wiping).
3/5/02	Health Effects of Irradiated Mail	Health Effects of Irradiated Mail prepared by CDC. Report addresses Background on Irradiation Procedures, Health Complaints, Environmental Assessment Performed, and Current Recommendations for Handling Irradiated Mail.
3/5/02	HVAC Maintenance	A Postal Service directive instructing all Maintenance Managers to verify the preventive maintenance activities on HVAC equipment such as cooling towers, were carried out and that the equipment is ready to run. It cites the MS-1 and the MS-24 as an authority.
3/6/02	Emergency Preparedness Plan	USPS Emergency Preparedness Plan (EPP) for Protecting Postal Employees and Postal Customers from Exposure to Biohazardous Material and for Ensuring Mail Security Against Bioterror Attacks.
3/15/02	V Street Station - Irradiation Report	Air Monitoring of Off-Gassing potential of the Irradiated mail at the USPS V Street Annex Facility, N.E. - Prepared by the URS Group at the Request of the Postal Service.
3/20/02	Hearing Impaired	USPS MEMORANDUM - Reasonable Accommodation for Deaf and Hard of Hearing Employees. The Postal Service is required to provide interpreters at safety talks.
3/26/02	Brentwood P&DC - Key Facts	Key Facts regarding the Washington DC P&DC on Brentwood Road regarding the anthrax decontamination activities at this Facility.
4/12/02	Southern CT Q & A	Southern Connecticut P&DC Questions and Answers Regarding Additional Spore Testing
4/14/02	Southern CT High Bay Sampling	USPS to conduct precautionary high bay air sampling at Southern Connecticut facility

4/14/02	<u>Southern CT localuspsnewsbreak</u>	Additional precautionary spore testing scheduled at Southern Connecticut P&DC
4/14/02	<u>Southern CT Safety Talk</u>	Mandatory Stand-Up Talk - Southern Connecticut P&DC
4/23/02	<u>Lafayette, Louisiana</u>	Mandatory Safety Talk - Discovery of a suspicious Unopened/Sealed Envelope or Parcel. An Open Mailpiece with Suspicious Powder Spilling onto Surface. Possible Room or Area Contamination by Airborne Gas.
4/25/02	<u>Southern CT : Department of Health</u>	Southern Connecticut. Final Testing Results
4/25/02	<u>Southern CT Stand-Up Talk</u>	Mandatory Stand-Up Talk - Southern Connecticut P&DC
4/30/02	<u>Dust Mops, Daily Handling</u>	This is the USPS's policy which amends its November 20, 2001 Interim Custodial Cleaning Procedures. Prior to being placed in storage, treated dust mops should be vacuumed using a
NO DATE	<u>Chlorine Solutions</u>	Making Chlorine Solutions - A six page document taken from the Postal Service's Cleaning Web Site. (USPS Document)
7/5/02	<u>Dust Mops, Daily Handling Memo</u>	This is an APWU Memorandum explaining the Postal Service's April 30, 2002 Memorandum
5/29/02	<u>Vac - JSA's</u>	This is a spread sheet with links to all vacuum bag and filter changing JSA's

NOTES

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CBR

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