

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

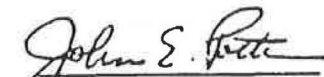
Re: Correction of Unsafe Conditions

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