

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.

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