

Recent OSHA citations



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Last month, I wrote about preparing for the summer heat season and shared information from a recent National Institute for Occupational Safety and Health (NIOSH) publication.

Last summer in Pensacola, FL, an incident involving a carrier who was severely affected by the heat was brought to my attention. I had occasion to speak with Branch 321 President Philip Skipper on the subject of the effect of heat and humidity. We discussed the fact that the USPS and the NALC had agreed in M-01860, signed on May 15, 2015, that:

...While this agreement applies solely to the Independence, Missouri, Post Office, including its stations and branches, **the parties recognize that heat abatement is an essential element of on-the-job safety for city letter carriers in all locations where city letter carriers are exposed to excessive heat...** (Emphasis added.)

What does “in all locations where city letter carriers are exposed to excessive heat” mean to you? According to some unenlightened managers/supervisors, it meant only Independence, MO.

In June of 2015, before the above incident, President Skipper raised heat safety in a labor-management meeting seeking management’s support to establish a heat safety program before someone got hurt. The OIC made inquiries to the district safety representative, who, with infinite wisdom, pushed back, proclaiming that M-01860 did not apply to their district nor to that installation. Two months later, during the August 2015 labor-management meeting, the OIC responded to the NALC’s questions affirming that neither the district nor the installation is required to have a program such as that requested by the NALC.

Following our discussion, President Skipper initiated a complaint with OSHA, which, in turn, prompted an inspection. An OSHA industrial hygienist took temperature measurements inside of and outside of our delivery vehicles as part of the investigation.

On Feb. 18, OSHA issued Citation #1093157 charging the USPS with a repeat violation of OSHA’s General Duty clause (Section 5-a-1) by stating that:

...The employer did not furnish employment and a place of employment which were free from recognized hazards that were causing or likely to cause death or serious harm to em-

ployees in that employees were exposed to excessive heat while delivering the U.S. Mail. Such exposure(s) may lead to serious and life threatening heat-related illnesses such as heat stroke or heat exhaustion. The investigator determined that:

...On or about September 17, 2015, at job sites located on mail routes in Pensacola, Florida, employees were exposed to the hazards of heat stress, heat exhaustion and heat stroke during mail delivery when exposed to a heat index inside the vehicle which exceeded 100 degrees F.

Contrary to district management’s infinite wisdom, OSHA’s citation labeled this infraction as a repeat offense not because it had previously happened in Pensacola, but rather because it happened before in Independence, MO, and in Medford, MA, as both of those citations were cross-referenced. A copy of those citations, as well as the Pensacola citation and a few others, are available for you to download and use in your pursuit of safer work environment.

We expect that management will challenge the citation in an effort to make it go away. The NALC’s challenge to upper management is to show our letter carriers how much management really cares about our safety, by holding their managers responsible for actions of the type described above. In the Pensacola circumstances, no one died, but the ingredients were there and we were fortunate. Will any manager be held accountable for placing letter carriers in harm’s way?

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We encourage you to visit the NALC website at the safety page. You will find a section on safety in extreme weather and a link to OSHA’s website and its heat application, which you can download to your smart phones. Download the app and try it out. It takes your GPS location, determines the heat and humidity, and calculates the heat index at the time you use it, as well as the maximum expected for the day, and then makes OSHA-recommended suggestions. Use this heat tool to begin your conversation with your supervisor about the heat for the day.

When your supervisor puts you in harm’s way, call your branch officers, your national business agent or my office if necessary. We can effect change if we work on this together.