

What happens when you report a hazard



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The *Employee and Labor Relations Manual (ELM)* is an extension of the contract through Article 19.

Chapter 8 of the *ELM* is dedicated to safety, health and environment.

Section 810 begins with a general introduction, touching on the Occupational Safety and Health Administration (OSHA) and its authority in the USPS (811.1), followed by safety principles, which include a commitment that management must demonstrate a commitment to safety and to provide healthful working conditions, become involved in day-to-day safety performance and be held accountable for safety performance.

OSHA's General Duty Clause begins with the following:

Each employer – (1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees...

Section 811.23 continues this theme with the following: “People — Employees are our most valued resource. Our employees **must** be provided a safe and healthful workplace.” (Emphasis added.)

If the above statements were complied with to the degree expected by legislation (OSHA) and our contract, then we would not have to constantly remind management of its obligation to provide a safe workplace.

Section 814 of the *ELM* contains a number of references to employee rights and responsibilities. An employee has the right to become actively involved in the USPS safety and health program and to report hazards by using Form 1767, Report of Hazard, Unsafe Condition, or Practice §814.1a-b:

PS Form 1767 is designed to encourage employee participation in the Postal Service safety and health program **and to provide prompt action** when employees report a hazard. This form provides a channel of communication between employees and management that promotes a prompt analysis and response with corrective action to reports of alleged hazards, unsafe conditions, or unsafe practices. (Emphasis added.)

Often when we disagree, our opinions become grievances and many end up going into arbitration for a judgment in our world. The arbitrator opens the hearing, takes evidence and arguments from both sides, then determines if the *National Agreement* or relevant law was violated.

In December of 2024, the NALC took a grievance forward in arbitration (C#37277) to protect the interests of the employees in their work facility and to uphold the contractual and legal obligations relating to management's lack of a proper response.

The arbitrator's summary offers the following:

In this case, the record establishes that management was on notice of long-standing and ongoing issues with the facility's air conditioning system. The PS Forms 1767 submitted by Letter Carriers and Clerks on June 21, 2023 reported high indoor and outdoor temperatures and a non-functioning cooling system. For example, Carrier [S] described the conditions inside the postal facility as ‘No AC. Very hot & humid in building while working. Broke over 10 days. 84 first thing this morning.’ Carrier [L] noted: ‘No air conditioning during the summer days reaching into the 90 - 100 range. This extends employees' exposure to heat, increasing the risk of heat related illness/injury. It creates an inhospitable environment for customers. ...’

...Despite the serious nature of these reports and the clear history of HVAC problems cited in both employee statements and PS Forms 1767, the record contains no evidence that management proactively implemented measures to correct the hazard...Notably, on each PS Form 1767 submitted by employees on June 21, 2023, Postmaster [S] indicated that he had reported the air conditioning issue to Facilities Maintenance on May 31, 2023, classifying the matter as an ‘emergency.’ Despite that designation, the system was not repaired until January 2024. While Management took some mitigation steps during the summer of 2023, those actions did not abate the underlying hazard. In view of Management's silence at Step A, its own emergency classification, and the extended duration of the unsafe condition, the Arbitrator finds that the Service failed to meet its Article 14, Section 1 responsibility to provide safe working conditions and therefore violated that provision of the Agreement...The Agreement imposes a duty not merely to respond, but to correct unsafe conditions. While mitigation efforts such as fans and chillers may reflect an attempt to manage the condition, they are not sufficient if the unsafe condition persists. The persistent and uncorrected presence of excessive heat — which Management itself labeled an emergency — reflects a failure to correct the hazard as required under Article 14, Section 2.

The arbitrator awarded a remedy, but the most important part of his decision was the recognition of the true purpose of a 1767. It is not just a form to exchange and then ignore. It should prompt action that responds to the hazard that we address in a 1767. Hats off to NALC advocate Andy Tuttle and the branch for the work in putting that grievance together.

Keep an eye on each other.