

**VOLUNTARY PROTECTION PROGRAMS AGREEMENT
BETWEEN
UNITED STATES POSTAL SERVICE,
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

I. BACKGROUND

It is the responsibility of United States Postal Service (USPS) management to provide safe working conditions in all present and future installations and to develop a safe working force, and of the American Postal Workers Union (APWU) to cooperate with and assist management to live up to this responsibility. The USPS and the APWU recognize the benefit of establishing the Occupational Safety and Health Administration's (OSHA) Voluntary Protection Programs (VPP) at postal worksites. The parties agree that the decision to enter the VPP process is a joint decision made between the APWU and the USPS at the local level. The parties agree that jointly promoting OSHA VPP at worksites will enhance worker safety and health.

II. GOALS, OBJECTIVES, AND STRATEGIES

The USPS and APWU will cooperate at all levels (National, Area, and Local) to identify and prepare worksites for participation in OSHA VPP. This will require meaningful involvement and participation in the process of both parties. All participating worksites will implement and comply with the Correction of Unsafe Conditions Memorandum dated June 8, 1999.

A. USPS/APWU National Joint Labor-Management Safety Committee will evaluate and make recommendations on all aspects of the VPP process to include program adequacy, field implementation, training, and unsafe conditions.

1. Roles and responsibilities of the parties at the National level.

- Determining the appropriate VPP process measurements.
- Providing guidance and support to all worksites considering participation.
- Developing a national training program for area and site participants. Identifying National level trainers.
- Developing a semi-annual progress report format for area committees/local worksites.
- Reviewing and evaluating the progress of worksites participating in the VPP process.
- Discussing and resolving issues as necessary to enhance the process.
- Sharing innovative practices and processes (OSHA identified best practices).

B. USPS/APWU Area Joint-Labor Management Safety Committees will monitor and assist Local Joint Labor-Management Safety and Health Committees in evaluating and implementing their VPP process.

1. Roles and responsibility of the parties at the Area/APWU Regional level.

- Monitoring the local VPP process and assisting local sites with resolving issues.
- Reviewing and evaluating semiannual VPP progress reports from participating worksites.

- Sharing innovative practices and processes with local worksites (OSHA identified best practices).
- Providing a semi-annual area committee/worksite progress report to the National Joint Labor-Management Safety Committee.
- Notify the National Joint Labor-Management Safety Committee of all worksites planning to participate in VPP.

C. USPS/APWU Local Joint Labor-Management Safety and Health Committees may make recommendations for the development and implementation of the facility VPP process. They will accomplish this through:

- Management Leadership
- APWU Leadership
- Worksite and Job Analysis
- Hazard Prevention
- Training
- Program Evaluation

The Local Joint Labor-Management Safety and Health Committee may establish a VPP worksite team.

1. Specifically, the VPP process is designed to accomplish the following goals at participating USPS worksites:

- Improve safety and health at the worksite so that the USPS and APWU can work together to reduce accidents/injuries.
- Train USPS worksite managers, supervisors, APWU representatives, and the Local Joint Labor-Management Safety and Health Committee to ensure comprehension of the OSHA VPP process.
- Reduce the number and severity of job related injuries and illnesses.
- Eliminate or reduce unsafe working conditions and practices.

2. Roles and responsibilities of the parties at the Local level.

- Implement the VPP process.
- Address local VPP implementation issues.
- Provide semi-annual progress reports to the Area Joint Labor-Management Safety Committee.
- Provide OSHA identified best practices to Area and National Joint Labor-Management Safety committees.
- Notify the Area Joint Labor-Management Safety Committee of their intention to participate in VPP.

III. MEASUREMENT AND EVALUATION SYSTEM

The National Joint Labor-Management Safety Committee will develop and implement appropriate procedures to measure the progress of the VPP process. At a minimum, baseline data will be developed and the following will be evaluated:

1. Number of participating worksites.

2. Status of VPP implementation.
3. Incidence and severity of criteria (in comparison with the baseline).
4. Number of managers, union representatives and employees trained in VPP process.
5. Number of innovative practices and processes shared (OSHA identified best practices).

These factors and other appropriate information (e.g., reduction of safety related grievances and OSHA citations), if requested, will be provided by Area Joint Labor-Management Safety Committees and Local Joint Labor-Management Safety and Health Committees to the National Joint Labor-Management Safety Committee for review and comment.

IV. VERIFICATION

Verification of VPP implementation by the participants will be effected through both off-site and on-site methods. The National Joint Labor-Management Safety committee may decide to conduct onsite visits. Area Joint Labor-Management Safety Committees may request approval from the National Joint Labor-Management Committee to conduct onsite visits. Such visits may be a combination of National and Area Joint Labor-Management Safety Committee representatives.

V. EMPLOYEE RIGHTS

Nothing in this agreement shall be construed to preclude bargaining unit employees from exercising any right provided under the OSH Act, nor does it eliminate their responsibility to comply with any provision of the Act, or any standard or regulation promulgated pursuant to the Act.


This VPP agreement does not supersede or modify the parties' collective bargaining agreement (National Agreement) or supplements thereto.

VI. TERM OF AGREEMENT

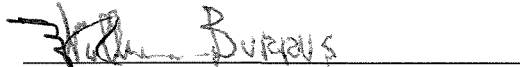
This agreement will be in effect for a period of three (3) years from the date of signing. The agreement may be renewed by mutual agreement of the parties at the National Level.

VII. TERMINATION

Either National level party to this agreement may, with 30-day written notice to the other party at the National level, withdraw from this agreement.



Patrick R. Donahoe
Chief Operating Officer
and Executive Vice President



William Burrus
President
American Postal Workers Union, AFL-CIO

July 12, 2004