

**United States Government
National Labor Relations Board
OFFICE OF THE GENERAL COUNSEL**

Advice Memorandum

DATE: May 29, 2008

TO : Gerald Kobell, Regional Director
Region 6

FROM : Barry J. Kearney, Associate General Counsel
Division of Advice

SUBJECT: United States Postal Service, 530-6067-6001-2500
Erie District 530-6067-6062
Case 6-CA-35958

This case was submitted for advice on whether the Employer violated Section 8(a)(5) by refusing to furnish a local Union business agent with information he requested from a district manager, where the collective-bargaining agreement provides that local union representatives will request information about local matters from local facility managers, and all other requests will be made by national Union representatives to higher levels of management.

We agree with the Region that the Employer violated Section 8(a)(5) by refusing the Union's request for information.

The American Postal Workers Union (APWU) represents a nationwide unit of postal clerks. Article 7 of the current collective bargaining agreement between the United States Postal Service (the Employer) and the APWU concerns employee classifications. The classification of Postmaster Relief is not listed because it is considered to be a non-bargaining unit position. Postmaster Relief employees are not to be used in facilities where clerks are employed.

Article 31 of the collective-bargaining agreement concerns the provision of information:

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or his designee. All other requests for information shall be directed by the National President of the Union to the Vice President, Labor Relations.

Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

The Charging Party, Pennsylvania Postal Workers Union (the Union), is an administrative sub-division of APWU, and is assigned to represent numerous employees working at postal facilities throughout mostly rural portions of Pennsylvania. The Union has suspected that Postmaster Relief employees have been used where bargaining unit clerks are employed, and they have been doing bargaining unit work in their stead. The Union also believes that Postmaster Relief employees are being used in conjunction with Part-Time Flexible and/or Casual bargaining unit employees in order to eliminate full-time clerk positions from local postal facilities.

In connection with this concern, on December 27, 2007, a Union area business agent, who services portions of the Employer's Erie District, wrote to the Employer's Erie Human Resources Manager, seeking the following information: 1) a listing of all Postmaster Relief employees assigned to the Erie District and the office to which they are assigned . . .; and 2) a copy of the most recent Part-time Flexible and Casual work hour report by pay period for the Erie District, beginning in pay period 26 of 2007 and continuously thereafter. The Erie Human Resources Manager rejected the request. On January 14, 2008, the Union's business agent directed the same request by letter to the Erie District Manager. The District Manager denied the request, citing Article 31.3 of the current contract. He asserted that the information requested was either a purely local matter and thus the Union's request should be directed to each individual installation head, or it was a national matter, in which case the request should be channeled through APWU's National President.

The Union believes its information request was properly addressed because this dispute is local in nature, the District is a local rather than a national entity, and that District officials constitute installation heads. Moreover, the Union believes that District officials have some control over use of Postmaster Relief employees as well as ready access to the requested information. The Union provided evidence that similar requests by sister

locals to district officials have been honored. Moreover, the Union has noted the inefficiency and impracticality of contacting each of the numerous individual installation heads.

The Employer does not dispute whether the information is relevant. It primarily argues that the Union is required by contract to request the information in a certain manner.

In agreement with the Region, we conclude that the Employer was not privileged to deny the Union's request for information.

Initially, we note that although the Union's request involves out-of-unit information, the Region has found that the information is relevant and the Employer does not contend otherwise. The issue, therefore, is whether the Union's area business agent properly directed the request to an Employer district manager.

The applicable collective-bargaining agreement establishes two different tracks for seeking and providing information: local and national. However, it appears that the parties have not strictly adhered to the local/national delineation, but have arguably developed a practice of district managers honoring requests from local Union business agents. Given this practice, we cannot say that the Union, through the contract, has agreed that the district level is not considered "local" for the purposes of obtaining information. In these circumstances, where the Union business agent who services area locals requested information from a district manager, the Employer was not privileged to deny the request.

Accordingly, the Region should issue complaint, absent settlement, alleging that the Employer violated Section 8(a)(5) by refusing to provide the Union with information.

B.J.K.