

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

UNITED STATES POSTAL SERVICE

and

Case 15-CA-093761

**NATIONAL ASSOCIATION OF LETTER
CARRIERS, LOCAL 124**

DECISION AND ORDER

Statement of the Cases

On March 22, 2013, United States Postal Service (the Respondent), National Association of Letter Carriers, Local 124 (the Local Union), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.¹

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

¹ We note that the remedy to which the parties have agreed is not fully consistent with previous broad orders that the Board has issued against the Respondent in cases alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 28-CA-17383 et al., unpublished order issued November 4, 2002, enfd. Case 02-9587 (10th Cir. 2003); and *United States Postal Service*, 345 NLRB 426 (2005), enfd. 486 F.3d 683 (10th Cir. 2007). These broad orders, as enforced by the United States Courts of Appeals, remain in effect. However, because all parties have agreed to the terms of this Formal Settlement Stipulation, they have determined that approval of the parties' settlement will effectuate the purposes of the Act. The Board's approval of this stipulation does not modify these orders in any respect.

Findings of Fact

1. The Respondent's business

The Respondent provides postal services for the United States and operates various facilities throughout the United States in the performance of that function, including the facility located at 701 Loyola Avenue, New Orleans, Louisiana 70113.

The Board has jurisdiction over the Respondent and these matters by virtue of Section 1209 of the Postal Reorganization Act, 39 U.S.C. Section 101 et seq. (PRA).

2. The labor organizations involved

The National Association of Letter Carriers, AFL-CIO (National Union), the exclusive bargaining representative, is a labor organization within the meaning of Section 2(5) of the National Labor Relations Act, and the Local Union acts as the local agent of the exclusive bargaining representative.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation and the entire record and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, 701 Loyola Avenue, New Orleans, Louisiana 70113, its officers, agents, successors, and assigns shall:

1. Cease and desist from

(a) Failing and refusing to bargain in good faith with the exclusive representative of its employees represented by National Association of Letter Carriers in a unit appropriate for collective bargaining by failing and refusing to furnish the Local Union, in timely manner, information requested by the Local Union which is relevant to and necessary for the Local Union's representation of employees as local agent of the National Union.

(b) In any like or related manner interfering with, restraining or coercing employees in the exercise of the rights to self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing, to file charges with or give testimony before the Board, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative actions necessary to effectuate the policies of the Act:

(a) Within 14 days from the date of this Order, bargain in good faith with the exclusive representative of its employees represented by National Association of Letter Carriers by informing the Local Union, in writing, as local agent of the National Union, that the Respondent will timely provide the Local Union with relevant requested information in the future and will timely notify the Local Union when relevant requested information does not exist.

(b) Within 14 days of service by the Region, post at its 701 Loyola Avenue, New Orleans, Louisiana 70113 facility copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 15, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at the closed facility at any time since August 1, 2012.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

Dated, Washington, D.C., April 26, 2013.

Mark Gaston Pearce, Chairman

Richard F. Griffin, Jr., Member

Sharon Block, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A
CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF
APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose representatives to bargain with us on your behalf;
Act together with other employees for your benefit and
protection;
Choose not to engage in any of these protected activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in regards to the exercise of these rights. More specifically,

WE WILL NOT refuse to bargain in good faith with the National Association of Letter Carriers (National Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

[A]ll employees in the bargaining unit for which the National Association of Letter Carriers, AFL-CIO, has been recognized and certified at the national level, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards, all Postal Inspection Service Employees, Rural Letter Carriers, Mail Handlers, Maintenance Employees, Special Delivery Messengers, Motor Vehicle Employees, and Postal Clerks.

WE WILL NOT refuse to bargain in good faith with the National Association of Letter Carriers, Local 124 (Local Union) as the National Union's local agent for administering the collective-bargaining agreement at the Employer's facility located at 701 Loyola Ave., New Orleans, Louisiana 70113.

WE WILL NOT fail and refuse to provide the Local Union with requested information that is relevant and necessary to its responsibilities as the local agent for the collective-bargaining representative of NALC-represented employees.

WE WILL NOT delay in providing the Local Union with relevant requested information in our possession.

WE WILL NOT delay in informing the Local Union that relevant requested information does not exist.

WE WILL, upon request, bargain in good faith with the Local Union as the National Union's local agent for administering the collective-bargaining agreement at your facility.

WE WILL furnish in a timely manner, when requested by the Local Union, information relevant and necessary for it to perform its duties as the National Union's local agent for administering the collective-bargaining agreement at your facility.

WE WILL timely notify the Local Union when information requested by it does not exist.

UNITED STATES POSTAL SERVICE
(Employer)