

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

**UNITED STATES POSTAL SERVICE**

and

**AMERICAN POSTAL WORKERS UNION,  
BOSTON METRO AREA LOCAL 100**

**Cases 01-CA-096790  
01-CA-097337  
01-CA-103376**

**UNITED STATES POSTAL SERVICE**

and

**AMERICAN POSTAL WORKERS UNION,  
LOCAL #2461**

**Case 01-CA-104773**

**DECISION AND ORDER**

**Statement of the Cases**

On August 21, 2013, United States Postal Service (the Respondent), American Postal Workers Union, Boston Metro Area Local 100 (Local 100), American Postal Workers Union, Local #2461 (Local 2461), and the 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 National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

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.<sup>1</sup>

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<sup>1</sup> Chairman Pearce and Member Schiffer 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*

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

### **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 its facilities in Hull, Massachusetts; Allerton, Massachusetts; Chestnut Hill, Massachusetts; Lynn, Massachusetts; and the Boston Processing and Distribution Center located at Boston, Massachusetts, all of which are located in the Respondent's Greater Boston District of the Northeast Area.

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

#### 2. The labor organizations involved

The American Postal Workers Union, Boston Metro Area Local 100 and American Postal Workers Union, Local #2461 are each labor organizations within the meaning of Section 2(5) of the Act.

### **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, Hull, Allerton, Chestnut Hill, Lynn, and Boston, Massachusetts, its officers, agents, successors, and assigns shall:

#### 1. Cease and desist from:

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*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. Since all the parties in this case have agreed to the terms of the Formal Settlement Stipulation, Member Miscimarra finds it unnecessary to address the issue of whether the remedy here "is not fully consistent" with the remedies in other cases.

(a) Failing or refusing to bargain collectively and in good faith with the American Postal Workers Union, Boston Metro Area Local 100, by failing to provide Local 100, pursuant to its requests, information relevant to Local 100's ability to perform as the employees' bargaining agent at its Hull, Massachusetts, Allerton, Massachusetts, and Chestnut Hill, Massachusetts facilities, and the Boston Processing and Distribution Center located at Boston, Massachusetts, in the following unit (the Local 100 Unit):

All employees in the bargaining unit for which each has been recognized and certified at the national level – Maintenance Employees, Motor Vehicle Employees, Postal Clerks, Special Delivery Messengers, Mail Equipment Shops Employees, Material Distribution Center Employees, and Operating Service and Facilities Employees (as described in Article 1, Section 1 of the National Agreement); excluding those classifications described in Section 2 of the National Agreement.

(b) Failing or refusing to bargain collectively with Local 100 by failing to supply Local 100 with requested information in a timely manner that is necessary for, and relevant to, Local 100's representation of the employees in the Local 10 Unit at its Hull, Massachusetts, Allerton, Massachusetts, and Chestnut Hill, Massachusetts facilities, and the Boston Processing and Distribution Center, located at Boston, Massachusetts.

(c) Failing or refusing to bargain collectively and in good faith with the American Postal Workers Union, Local #2461, by failing to provide Local 2461, pursuant to its requests, information relevant to Local 2461's ability to perform as the employees' bargaining agent at its Lynn, Massachusetts facility in the following unit (the Local 2461 Unit):

All employees in the bargaining unit for which each has been recognized and certified at the national level – Maintenance Employees, Motor Vehicle Employees, Postal Clerks, Special Delivery Messengers, Mail Equipment Shops Employees, Material Distribution Center Employees, and Operating Service and Facilities Employees (as described in Article 1, Section 1 of the National Agreement); excluding those classifications described in Section 2 of the National Agreement.

(d) Failing or refusing to bargain collectively with Local 2461 by failing to supply Local 2461 with requested information in a timely manner that is necessary for, and relevant to, Local 2461's representation of the employees in the Local 2461 Unit at the Lynn facility.

(e) In any like or related manner interfering with, restraining or coercing employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

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

(a) Bargain collectively and in good faith with Local 100, the exclusive collective-bargaining representative of the Local 100 Unit at the Hull, Massachusetts, Allerton, Massachusetts, and Chestnut Hill, Massachusetts facilities and the Boston Processing and Distribution Center located at Boston, Massachusetts.

(b) Supply Local 100 with requested information that is necessary for, and relevant to, Local 100's representation of the employees in the Local 100 Unit at the Hull, Massachusetts, Allerton, Massachusetts, and Chestnut Hill, Massachusetts facilities and the Boston Processing and Distribution Center located at Boston, Massachusetts.

(c) Supply Local 100 in a timely manner with requested information that is necessary for, and relevant to, Local 100's representation of the employees in the Local 100 Unit at the Hull, Massachusetts, Allerton, Massachusetts, and Chestnut Hill, Massachusetts facilities and the Boston Processing and Distribution Center located at Boston, Massachusetts; and if the requested information does not exist, promptly inform Local 100 of that fact.

(d) Bargain collectively and in good faith with Local 2461, the exclusive collective-bargaining representative of the Local 2461 Unit at the Lynn, Massachusetts facility.

(e) Supply Local 2461 with requested information that is necessary for, and relevant to, Local 2461's representation of the employees in the Local 2461 Unit at the Lynn, Massachusetts facility.

(f) Supply Local 2461 in a timely manner with requested information that is necessary for, and relevant to, Local 2461's representation of the employees in the Local 2461 Unit at the Lynn, Massachusetts facility; and if the requested information does not exist, promptly inform Local 2461.

(g) Within 14 days of service by the Region, (1) post at all facilities in the Greater Boston District of the Northeast Area, and (2) send to all its managers and supervisors at those facilities, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by Region 1, 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 its branches and stations, including all places where notices to employees are customarily posted. Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In addition to physical posting of paper notices, Respondent shall distribute electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means.

(d) 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 Union attesting to the steps that Respondent has taken to comply.

Dated, Washington, D.C., February 12, 2014.

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Mark Gaston Pearce, Chairman

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Phillip A. Miscimarra, Member

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Nancy Schiffer, Member

(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

**APPENDIX**

**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  
Bargain collectively through a representative chosen by employees  
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** fail or refuse to bargain collectively and in good faith with American Postal Workers Union, Boston Metro Area Local 100 and American Postal Workers Union, Local 2461 (the Local Unions), by failing to provide the Local Unions, pursuant to their requests, information relevant to the Local Unions' ability to perform as the employees' bargaining agents in the following unit (the Unit):

All employees in the bargaining unit for which each has been recognized and certified at the national level – Maintenance Employees, Motor Vehicle Employees, Postal Clerks, Special Delivery Messengers, Mail Equipment Shops Employees, Material Distribution Center Employees, and Operating Service and Facilities Employees (as described in Article 1, Section 1 of the National Agreement); excluding those classifications described in Section 2 of the National Agreement.

**WE WILL NOT** fail or refuse to bargain collectively with the Local Unions by failing and refusing to supply the Local Unions with requested information in a timely manner that is necessary for, and relevant to, the Local Unions' representation of the employees in the Unit.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights under Federal Law listed above.

**WE WILL** bargain collectively and in good faith with the Local Unions, as the exclusive collective-bargaining representatives of the Unit.

**WE WILL** supply the Local Unions with requested information that is necessary for, and relevant to, the Local Unions' representation of the Unit.

**WE HAVE** supplied Boston Metro Area Local 100 the information it requested on October 25 and November 19, 2012, and February 13, 2013.

**WE HAVE** supplied Local Union 2461 the information it requested on April 4 and April 11, 2013.

**WE WILL** supply the Local Unions in a timely manner with requested information that is necessary for, and relevant to, the Local Unions' representation of the Unit, and if the requested information does not exist, promptly inform them.

UNITED STATES POSTAL SERVICE  
(Employer)