United States Postal Service *and* Local 295, Detroit District Area Local, American Postal Workers Union (APWU), AFL–CIO. Case 07–CA–098122

April 30, 2014

DECISION AND ORDER

BY MEMBERS HIROZAWA, JOHNSON, AND SCHIFFER

On January 6, 2014, Administrative Law Judge Joel P. Biblowitz issued the attached decision. The Respondent filed an exception and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exception and brief and has decided to affirm the judge's rulings, findings, and conclusions[1] and to adopt the recommended Order as modified and set forth in full below.[2]

ORDER

The National Labor Relations Board orders that the Respondent, the United States Postal Service, Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with Local 295, Detroit District Area Local, American Postal Workers Union (APWU), AFL–CIO (the Union) by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act.

(a) Furnish to the Union in a timely manner the Form 50s as requested by the Union on February 7, 2013, with confidential items redacted.

(b) Within 14 days after service by the Region, post at its facilities in Detroit, Michigan, copies of the attached notice marked "Appendix."[3] Copies of the notice, on forms provided by the Regional Director for Region 7, 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. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If 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 any time since February 7, 2013.

(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 the Respondent has taken to comply.

Dated, Washington, D.C., April 30, 2014

Kent Y. Hirozawa, Member

Harry I. Johnson, III, Member

Nancy Schiffer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

[1] We adopt the judge's conclusion, for the reasons he stated, that the Respondent unlawfully failed to furnish to the Union the requested, redacted Form 50s for employees working on the administrative side of the George Washington Young facility. In the absence of exceptions, we also adopt the judge's dismissals of allegations that the Respondent failed to provide requested relevant information about bargaining-unit employees and unreasonably delayed providing information in response to the Union's request for other non-unit information.

[2] We have modified the judge's recommended Order and substituted a new notice to conform to the Board's standard remedial language and with *Durham School Services*, 360 NLRB No. 85 (2014).

[3] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

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 refuse to bargain collectively with Local 295, Detroit District Area Local, American Postal Workers Union (APWU), AFL–CIO (the Union) by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL furnish to the Union in a timely manner the Form 50s as requested by the Union on February 7, 2013, with confidential items redacted.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlrb.gov/case/07–CA–098122 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273–1940.

Kelly Temple, Esq., for the General Counsel.
Roderick Eves, Esq., counsel for the Respondent.

DECISION

STATEMENT OF THE CASE

JOEL P. BIBLOWITZ, Administrative Law Judge. This case was heard by me on November 14, 2013, in Detroit, Michigan. The complaint herein, which issued on April 15, 2013,[1] and was based upon an unfair labor practice charge and an amended charge that were filed on February 11 and April 11 by Local 295, Detroit District Area Local, American Postal Workers Union, (APWU), AFL–CIO, herein called the Union, alleges that the United States Postal Service, herein called the Respondent, violated Section 8(a)(5)(1) of the Act by failing to furnish the Union with information that it requested, which information was relevant to it as the collective-bargaining representative of certain of its employees, and unreasonably delayed in providing the Union with certain other information that it requested.

I. JURISDICTION AND LABOR ORGANIZATION STATUS

Respondent admits and I find that the Board has jurisdiction over it by virtue of Section 1209 of the PRA, and that the American Postal Workers Union, herein called the National Union, and the Union have each been a labor organization within the meaning of Section 2(5) of the Act.

II. THE FACTS

Since about 1990 the National Union has been recognized as the exclusive bargaining representative of the unit employees, while the Union has been the servicing agent of the unit employees at Respondent's Detroit District facilities, including the George Washington Young facility, herein referred to as GWY. Testifying for counsel for the General Counsel was James Stevenson, who is employed by the Respondent and is the clerk craft director ("the primary point person for the filing of grievances") for the Union. Erika Fields-Daniels, employed by the Respondent as a mail processing clerk and RFI (Request for Information) assistant, and Crystal Curtis, formerly Crystal Thornton, a labor relations specialist and Detroit RFI coordinator employed by the Respondent. As there are substantial differences between the testimony of Stevenson and that of Thornton and Daniels, their testimony will be described separately.

Stevenson testified that on February 7 he sent a request for information to the Respondent requesting:

> Provide the job ID and title for each administrative position at the GWY facility on the administrative side of the GWY facility. Include the name and form 50 of the official job holder for each position above. Provide the form 50 for each employee working on the administrative side of the GWY facility. The employer still has not provided the requested information from 1/11/13.
>
> I have previously indicated that the information is relative to the investigation of bargaining unit positions and or work on the administrative side of GWY.

He testified that he attached to this request Grievance No. 11–0–524, which was filed in 2012, alleging Improper Use of 204Bs, stating, inter alia:

> Management in an ongoing and continuing violation has unilaterally repudiated provisions of the collective bargaining

[1] Unless indicated otherwise, all dates referred to herein relate to the year 2013.

> agreement and are improperly utilizing 204Bs [2] by refusing to adhere to Article 37 3A.8 of the JCIM[3] which states in part "No later than June 1, 2012, 204-Bs in the Clerk Craft is restricted to the absence or vacancy of a supervisor for 14 days or more." Management is still utilizing 204-Bs in the clerk craft improperly as many 204-Bs are being utilized in the same manner as before the contract changed. The 204Bs are not filling a legitimate vacancy which meets the statutory time period. Management's failure to post and or fill vacancies does not give them the unfettered right to utilize 204Bs stating they are covering a position which was never posted or filled.

He testified that there is a job ID number for every position at the Respondent and each employee, unit or nonunit, has a Form 50, official personnel action, which identifies the employee's official position, and he needs that information to determine whether the Respondent is improperly employing 204Bs; "the Form 50 is the only dispositive document that clearly demonstrates what position a person is supposed to be in." In addition, he needed that information for the nonunit employees as article 37 is the only contract provision permitting management to transfer a nonunit employee into a supervisory position, and he needs the job ID and Form 50 to determine whether the employee is eligible for the position and whether the Respondent is "manufacturing vacancies" in order to transfer certain employees.

He testified that he faxed this request to the Respondent and attached the Grievance No. 11–0–524 to the RFI to show the relevancy of the request. As stated in his February 7 RFI, he had made the same request, with the same grievance attached, on January 11 and he received only about five job descriptions, rather than all the job descriptions that he had requested. In response he wrote to the Respondent on January 28 stating that the information that he asked for in his January 11 request had not been provided for the employees on the administrative side of GWY, the nonbargaining unit employees. He testified that between January 28 and February 7 he had a telephone conversation with Thornton and told her that he had not received the requested information for the administrative employees and she asked him, "What exactly are you trying to get at?" He testified that he is not required to reveal how he is going to process his grievances, so he only told her that he needs the information to identify the vacancies and "who is working over there."

Stevenson initially received five job descriptions responsive to his request and by letter from Thornton dated April 1 he received additional information. The letter from Thornton states, inter alia*:*

> This responds to the request for information for which you filed an unfair labor practice charge before the National Labor Relations Board. The Board Agent provided a statement of relevancy not provided by you previously stating that you were investigating possible violations regarding the Administrative Side EAS performing bargaining unit work. I'm in the process of pulling job descriptions which are the most responsive to your request and it will take me at least ten (10) days to process this request.
>
> As you are aware, EAS employees are outside the bargaining unit you represent and any information needed for your investigation and/or grievance processing about EAS employees performing bargaining work is not contained in the Form 50s or the Bid Assignments. The Job Descriptions will identify the duties performed by the EAS employees on the Administrative Side of the GWY.

Stevenson testified that this letter contained some job descriptions at the GWY facility and satisfied Item 1 of his February 7 information request. Prior to this letter, the Respondent had never told him why it had not provided this information at an earlier time, or why it had taken so long for them to provide this information to him. By letter dated April 11, Thornton sent Stevenson some additional information relevant to his "RFI dated February 7, 2013, Final-Administrative Side EAS and Clerk Information." Stevenson testified that this provided information regarding only one bargaining unit employee, and none of the nonbargaining unit employees, and did not contain job IDs and titles as he requested in Item 1 of his February 7 request. Later in April, he had "a very heated exchange" with Thornton in a telephone conversation about his information requests. He told her that she had not given him the Form 1723 and 50s that he had requested and she said that they weren't relevant and she did not have to provide it. He said that they were entitled to the information for the filing of a grievance. She responded, "what are you trying to get at? Maybe we can get to it another way." He told her, "No, you cannot tell me how to present my grievance or how to prove my grievance. I provided you relevance . . . you know what we need the information for." To date, he has not received the Form 50s or the Form 1723s for all employees working on the administrative side of GWY, has not been told that there is no such information or that the Respondent does not understand the relevance of the information he requested.

On cross examination, he testified that article 37 of the contract discusses 204Bs, and when union members can bid on jobs while detailed as 204Bs, and that his grievance relates to improperly utilizing 204B supervisors. When asked whether Thornton wrote to him after his January 11 and February 7 requests, asking him to explain how the requested information was relevant for the EAS employees, he testified that it was possible that he did receive such requests. He also testified that the grievance that he attached to the information requests was settled on about March 15. He further testified that Form 50s include employees' social security numbers, home address, and other personal information, and in their heated telephone conversation, Thornton never asked him which information he needed from these documents while at the same time allowing her to protect the employees' private information. He also reiterated that he never received the Form 1723 for the EAS employees and that Thornton never told him that the Respondent does not maintain these forms for EAS employees detailed to another position.

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[2] Acting or temporary supervisors are referred to as 204Bs. The grievance alleged that the Respondent was improperly using them as the contract had been changed so that 204Bs can only be employed in those positions for from 14 to 90 days.

[3] The Joint Contract Interpretive Manual which explains possible ambiguities in the contract.

As a mail processing clerk and RFI assistant, Daniels and Felicia Raheen, who is employed as a secretary to the labor relations manager, receive the RFIs, whether hand delivered or by fax, make copies of the document, stamp them as received, send a copy to the Respondent's RFI official; if the request was hand delivered, they give a signed copy back to the union representative. Neither she nor Raheen have authority to deny any request for information; only Thornton has that authority. She identified (as Respondent's exhibit) Stevenson's January 11 RFI which she received and signed for, which was faxed to the office and has her initials on the bottom. At the top of the document it states that it was received on 1/11 at 6:05 p.m., and that it was 1 of 1, and she testified that there was no attachment to it.[4] She was shown the grievance that Stevenson testified he attached to the RFI and testified that she is certain that it was not attached to the January 11 RFI. Stevenson hand delivered the February 7 RFI and Raheen received it and initialed it. Shortly after it was received, she received a call from Thornton asking about information requests, and she told Thornton about the February 7 request. At Thornton's requests, she read it to her and Thornton told her to send a relevancy letter to the Union, which she did.

Thornton, testified that between January and April she was the Detroit RFI Coordinator for the Respondent. She described her responsibilities at that time as including when to make relevancy requests and request extensions of time to comply with the RFIs when necessary. She coordinates the requests and issues the responses to them. She was given the Union's January 11 RFI by Daniels on about that date. It was a one page document; the grievance was not attached to it. The first time that she saw the grievance was when it was settled by the parties on March 15.[5] Daniels identified an RFI filed by Stevenson on August 31, 2012, that she received with the same grievance attached as Stevenson testified that he attached to the January 11 and February 7 grievances, except that the 2012 attachment was Step 1A of the grievance procedure, whereas the latter one was Step 2. Thornton responded to this RFI and never was notified by the Union that her response was incomplete.

After receiving the Union's RFI dated January 11, she wrote to the Union requesting an extension of time for an additional fourteen days to compile the information due to the large number of documents requested as well as the fact that she had to obtain the information from a number of sources. As to whether she received a response from the Union for the request for an extension of time, she testified, "No, not until January 28th, and I still didn't get a response on my extension." In addition, on January 15 Thornton sent Stevenson a Request for Relevance Explanation stating that his January 11 request seeks information outside the Union's bargaining unit and asks for the relevance of this request. It states further that the clerk craft information requested will be provided. On January 24, Thornton sent Stevenson some of the information that she collected, about thirty six pages: "There were more sent later. As I gathered them, I was sending them as I got them." She had to obtain this information from different post offices and different departments. Although she sent this information to the Union she did not provide the Union with any information regarding the EAS employees, who were outside the unit, because the Union never established the relevancy of this information, and never responded to her January 15 request for relevance.

On January 25 Thornton sent the Union a large packet of information including Form 50s, Form 1723s, job descriptions, position descriptions for certain EAS employees, and bid jobs for certain employees. By letter dated January 29 containing fifteen pages, Thornton sent Stevenson a response to his January 28 letter alleging that Items 1 and 2 of his January 11 RFI had not been provided. Her letter contained a listing of all EAS positions at GWY that were vacant at the time as well as position descriptions of clerks in the unit. The letter also states: "Once you have provided relevance for the information requested of non-bargaining members, you will also need to pay us for the cost to pull this information." The letter concludes by stating, "However, the clerk craft information was provided." She felt that with the January 29 letter to Stevenson, she had satisfied his information requests for the clerks, and that Stevenson's note on the bottom of his February 7 RFI that "the information is relative to the investigation of bargaining unit positions and of work on the administrative side of GWY" did not tell her anything about why the requested information for the nonunit employees was relevant. She was not in the office when the Union's February 7 RFI was received, but Daniels read it to her, and she told Daniels to send the Union another relevancy memo. On that day, another letter was sent to Stevenson, repeating some of what was said in Thornton's January 28 letter, that the Union had to provide relevance for the information regarding the nonunit employees, and that the clerk craft information was already provided. The first response that she received to this letter was on March 27 when she was shown a copy of the unfair labor practice charge that the Union filed in this matter. On that day, she received an email from the Board agent investigating the Union's unfair labor practice charge stating why the Union needed the nonunit information that Stevenson had requested. She testified that neither Stevenson, nor anyone from the Union had previously told her this explanation for relevance: "Had I had this information at that time on February 7th, the information would have been provided."

On April 1, Thornton wrote to Stevenson, inter alia:

> This responds to the request for information for which you filed an unfair labor practice charge before the National Labor Relations Board. The Board agent provided a statement of relevancy not provided by you previously stating that you were investigating possible violations regarding the Administrative Side EAS performing bargaining unit work. I'm in the process of pulling job descriptions which are the most responsive to your request. . .

Thornton sent Stevenson this information by letters dated April 1 and April 11. She testified that she had a conversation with Christopher Ulmer, the president of the Union, about limiting the information contained on the Form 50s for the EAS employees. She told him about the Privacy Act and that the forms

[4] The Union's copy of the RFI states that it was faxed 11/6/2013 and was 3/03.

[5] The grievance number on the grievance and the settlement match.

list addresses, social security numbers and other information that the Union did not need and asked if the employees' job titles was sufficient for the Union's purposes and he agreed. Rather than providing the Union with the redacted Form 50s, Thornton sent the Union a listing of the EAS employees at GWY with their occupational code and title. Ulmer testified that he had a conversation with Thornton in about April, and they discussed the confidentiality of certain items contained in the Form 50s, such as employees' addresses, and he told Thornton that it wasn't a big issue for him and that she could black out or cover up the confidential items, "but we really wanted Form 50s to see exactly what the people's official positions and titles were."

III. ANALYSIS

It is alleged that the Respondent unreasonably delayed in furnishing the Union with job descriptions and/or job ID for each administrative position on the administrative side of the GWY facility from February 7 to April 3, and failed and refused to furnish the Union with the name and Forms 50, and Form 1723 for each employee working on the administrative side of the GWY facility, and Job ID and title for each administrative position on the administrative side of the GWY facility. Section 8(a)(5)(1) of the Act requires an employer to furnish the union representing its employees with information that is relevant to the union in the performance of its collective-bargaining responsibilities, either in the administration of the existing contract, or in formulating proposals for a new contract. *Detroit Edison Co. v. NLRB*, 440 U.S. 301, 303 (1979). Information about terms and conditions of employment of employees in the bargaining unit is presumptively relevant and necessary and must be produced. However, when the union's request concerns information about nonunit employees or operations, there is no such presumption of relevancy to the union's representation status, and the union has the burden of establishing the relevance of the requested information. *Ohio Power Co. v. NLRB*, 216 NLRB 987 (1975), enfd. 531 F.2d 1381 (6th Cir. 1976); *Duquesne Light Co.,* 306 NLRB 1042, 1043 (1992). A union satisfies this burden by demonstrating a reasonable belief supported by objective evidence for requesting the information*, Knappton Maritime Corp.*, 292 NLRB 236, 238–239 (1988), and potential or probable relevance is sufficient to give rise to the employer's obligation to furnish the information. *Shoppers Food Warehouse Corp.,* 315 NLRB 257, 258 (1994).

With little difficulty, I credit the testimony of Daniels and Thornton over that of Stevenson. The Respondent's witnesses impressed me as well-spoken, credible, and knowledgeable about the subject, and their testimony was supported by other evidence. For example, Respondent introduced into evidence Thornton's Requests for Relevance, obviously an important matter as part of the RFIs requested information about non-unit employees, yet Stevenson never mentioned it in his testimony. In addition, Stevenson never mentioned Respondent's request for additional time to respond to his request, and I discredit Stevenson's testimony that he attached the 2012 grievance to the January 11 and February 7 grievances. I have credited Thornton and Daniels on other issues and credit them on this issue as well, as they were certain that it was not attached. Further, the marking atop the Respondent's copy states that the RFI was 1 of 1, while the marking atop the Union's copy states that it was faxed in November and was 3 of 3. I therefore find that Stevenson did not attach the grievance to the RFI.

As regards the RFIs for the unit employees, I find that Respondent furnished the Union with the information that it requested for the unit employees, and did so in a timely manner. On January 24 and 25, the Respondent sent the Union information responsive to its request for the unit employees, and on January 29 it provided additional information responsive to the request for the unit employees; the documents in these three responses totaled about 100 pages. In addition to notifying the Union of the amount that they owe the Respondent for compiling this information, the letter concluded, "However, the clerk craft information was provided," and the Union never refuted this statement. Because there is no evidence that the Union disagreed with Thornton's statement on January 29 that all the craft (unit) information was provided, and because I credit Thornton's testimony that she furnished the Union with all the information regarding the unit employees, I find that the Respondent provided the Union with all the unit information that it requested. I therefore recommend that this allegation be dismissed.

The law is clear that an employer is obligated to furnish the union with the requested information in a timely manner, and this obligation "cannot be defined in terms of a per se rule. What is required is a reasonable good faith effort to respond to the request as promptly as circumstances allow." *Good Life Beverage Co.*, 312 NLRB 1060, 1062 fn. 9 (1993). In evaluating the promptness of the response, "the Board will consider the complexity and extent of information sought, its availability and the difficulty in retrieving the information." *Samaritan Medical Center*, 319 NLRB 392, 398 (1995). Although the Union made its information requests on January 11 and February 7, Thornton wrote to the Union requesting a fourteen day extension in which to respond because of the large number of documents requested as well as the number of sources that she had to obtain the documents from. She did not receive a response to this request until January 28. In addition, on January 15 she sent Stevenson a Request for Relevance as his January 11 request sought information outside of the bargaining unit. She never received a response from the Union to this request, and was not informed of the relevancy of this information until about March 27, when she received a letter from the Board Agent handling the matter explaining the relevancy of the information requested. About 1 or 2 weeks later she sent the Union a summary of the requested information, rather than the Form 50s that it had requested, due to what she perceived as privacy issues related to the Form 50s. Based upon Thornton's January 15 Request for Relevance, which went unanswered, I credit her testimony that it was not until the end of March that she learned of the relevance of the nonunit RFI, and as she furnished the Union with this information 5 and 15 days later, I find that this was a timely manner and recommend that this allegation also be dismissed. *Silver Brothers Co., Inc.*, 312 NLRB 1060, 1062 (1993); *Spurlino Materials, LLC*, 353 NLRB 1198, 1200 (2009).

Although I have recommended the dismissal of the unfair la-

bor practice charges for the reasons that the requested information was provided, and was provided in a timely manner, there is one violation, although a minor one. While the Union requested the Form 50s, Thornton provided the Union with a summary containing the employees' names and their job titles, whereas Ulmer told her that the Union wanted the Form 50s, but that she could cover up the confidential information: "But we really wanted Form 50s to see exactly what the people's official positions and titles were." Although a union is entitled to be given relevant requested information, "it does not follow that the union is entitled to such information in the exact form or on the exact terms requested." *United Aircraft Corp.*, 192 NLRB 382 (1971). However, in this situation, the Union is entitled to view the nonconfidential information on the Form 50, rather than simply summarized by the Respondent, to be certain that the information is genuine. By summarizing the contents of the Form 50, rather than furnishing the Union with the Form 50s with the confidential information redacted, the Respondent violated Section 8(a)(5)(1) of the Act.

CONCLUSIONS OF LAW

1. The Board has jurisdiction over the Respondent by virtue of Section 1209 of the PRA.

2. At all material times, the American Postal Workers Union, AFL–CIO and the Union have each been a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent violated Section 8(a)(5)(1) of the Act by furnishing the Union with a summary of employee names and job titles, rather than the Form 50s that it had requested with confidential items being excluded.

4. I recommend that the remaining allegations of the complaint be dismissed.

THE REMEDY

Having found that the Respondent violated the Act by furnishing the Union with a summary of its employees and their job titles, it is recommended that the Respondent be ordered to provide this information to the Union on the employees' Form 50s, with confidential information contained on the form excluded. Due to the de minimas nature of this violation, a broad order is not warranted.

Upon the foregoing findings of facts, conclusions of law, and on the entire record, I hereby issue the following recommended[6]

ORDER

The United States Postal Service, its officers and agents, shall

1. Cease and desist from

(a) Furnishing the Union with a summary of employee names and job titles, rather than the Form 50s that it has requested with confidential items being redacted.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act.

(a) Provide the Union with the Form 50s that it requested, in a timely manner, with any confidential information blacked out.

(b) Within 14 days after service by the Region, post at its facilities in Detroit, Michigan, copies of the attached notice marked "Appendix."[7] Copies of the notice, on forms provided by the Regional Director for Region 7, 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. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(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 the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. January 6, 2014

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

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 refuse to furnish Local 295, Detroit District Area Local, American Postal Workers Union (APWU), AFL–CIO ("the Union") the information that it requested in the form that it requested.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL provide the Union with the Form 50s for certain of our employees, as it requested, but excluding all confidential information about the employees.

UNITED STATES POSTAL SERVICE

[6] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[7] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."