NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

United States Postal Service *and* Branch 654, National Association of Letter Carriers (NALC), AFL–CIO. Cases 07–CA–138249 and 07–CA–138262

September 25, 2015

DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS HIROZAWA AND MCFERRAN

On June 5, 2015, Administrative Law Judge Christine E. Dibble issued the attached decision. The General Counsel filed exceptions and a supporting brief, and the Respondent filed an answering brief. The Respondent also filed exceptions 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 exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions[2] and to adopt the recommended Order.[3]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, United States Postal Service, New Baltimore, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

Dated, Washington, D.C. September 25, 2015

Mark Gaston Pearce, Chairman

Kent Y. Hirozawa, Member

Lauren McFerran, 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

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 Branch 654, National Association of Letter Carriers (NALC), AFL–CIO by our unreasonable delay in providing the Union with requested information that is necessary and relevant to its role as the exclusive representative of our employees in the following unit:

> All full-time and regular part-time city letter carriers employed by Respondent at various facilities throughout the United States, but excluding professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, postal inspection service employees, employees in the supplemental work force, rural letter carriers, mail handlers, maintenance employees, special delivery messengers, motor vehicle employees, postal clerks, mana-

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

We correct the judge's finding that information requests received by Supervisor Amy Kauffman on September 19 were dated September 14. The record shows that these requests were dated September 12. This error does not affect our disposition of this case.

There are no exceptions to the judge's findings that the information requested by the Union was presumptively relevant and that the Union did not waive its right to receive the requested information.

[2] In adopting the judge's finding that the Union was entitled to the requested information, we do not rely on *Alcan Rolled Products*, 358 NLRB No. 11 (2012), a case issued when the Board lacked a quorum.

[3] In denying the General Counsel's request for a broad notice-posting remedy, the judge incorrectly stated that the General Counsel did not cite any settlements, judgments, or orders against the Respondent related to its New Baltimore facility at issue in this case. As indicated by the General Counsel, the United States Court of Appeals for the Sixth Circuit entered a consent judgment against the Respondent covering this and other facilities on December 3, 2014, in *NLRB v. Postal Service*, No. 14-2388 (unpublished consent judgment enfg. Board's October 17, 2014 consent order in Case 07–CA–099915, 2014 WL 5321007). Nonetheless, we agree with the judge that posting the notice at this facility will provide sufficient notice to all affected individuals.

We shall substitute a new notice that conforms to the Order.

gerial employees, supervisory personnel, and security guards as defined in Public Law 9-375, 1201(2).

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

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlrb.gov/case/07–CA–138249 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

Eric S. Cockrell, Esq., for the General Counsel.
Roderick D. Eves, Esq., for the Respondent.

DECISION

STATEMENT OF THE CASE

CHRISTINE E. DIBBLE, Administrative Law Judge. This case was tried in Detroit, Michigan, on February 11, 2015. Branch 654, National Association of Letter Carriers, AFL–CIO (Charging Union) filed charges in Cases 07–CA–138249 and 07–CA–138262 on October 6, 2014.[1] The General Counsel issued the consolidated complaint on December 17, 2014. The United States Postal Service (Respondent) filed a timely answer denying all material allegations. (GC Exhs. 1-A to 1-J.)[2]

The consolidated complaint alleges that from September 4 to October 17, 2014, Respondent unreasonably delayed in furnishing the Charging Union with the following information: clock rings for employee Larry Kucken (Kucken), clock rings for all unit employees and city carrier assistants (CCA), and workload status report for August 25, 2014.[3]

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent provides postal service for the United States and operates facilities throughout the United States, including the State of Michigan. Respondent admits and I find that Section 1209 of the Postal Reorganization Act, 39 U.S.C. § 101, et seq. (PRA) gives the National Labor Relations Board (the Board/NLRB) jurisdiction over the Respondent in this matter.

At all material times the Charging Union and National Association of Letter Carriers (NALC), AFL–CIO (National Union) have been labor organizations within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Overview of Respondent's Operation

Respondent process at and delivers mail from its postal facility in New Baltimore, Michigan. From 2012 until July 2014, Richard Firestone (Firestone) was the postmaster and installation head of the New Baltimore facility. In May 2014, Amy Kauffman (Kauffman) became the supervisor of the facility.[4] On or about August 2, 2014, Nancy Murrell (Murrell) was assigned to the New Baltimore facility as the postmaster and officer-in-charge (OIC). (R Exh. 4.)

The following constituted a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time city letter carriers employed by Respondent at various facilities throughout the United States, but excluding professional employees, employees engaged in personnel work in other than a purely nonconfidential clerical capacity, postal inspection service employees, employees in the supplemental work force, rural letter carriers, mail handlers, maintenance employees, special delivery messengers, motor vehicle employees, postal clerks, managerial employees, supervisory personnel, and security guards as defined in Public Law 9-375, 1201(2).

(GC Exhs. 1-G, 1-I.) During the period at issue, the New Baltimore facility had approximately 20 employees represented by NALC and the Charging Union. Seventeen of the represented employees were full-time regular letter carriers, 3 were city carriers and, or an assistant letter carrier. From February 2013 through January 2015, Lawrence Kucken (Kuken) was the branch steward and employed at the New Baltimore facility. Since January 2003, Clarence Blaze (Blaze) has been the president for Branch 654, NALC, which included the New Baltimore facility. He is responsible for representing about 240

[1] All dates are in 2014, unless otherwise indicated.

[2] Abbreviations used in this decision are as follows: "Tr." for transcript; "GC Exh." for General Counsel's exhibit; "R. Exh." for Respondent's exhibit; "CU Exh." for Charging Union's exhibit; "ALJ Exh." for administrative law judge's exhibit; "Jt. Exh." for joint exhibit; "GC Br." for General Counsel's brief; "R. Br." for Respondent's brief; and "CP Br." for Charging Union's brief. My findings and conclusions are based on my review and consideration of the entire record.

[3] These allegations are alleged in pars. 7(a) and (b) of the consolidated complaint.

[4] Kauffman provided undisputed testimony that when she first arrived at the New Baltimore facility, she and an acting supervisor (204b) were the only managers until Nancy Murrell arrived. (Tr. 105.)

employees at the Mt. Clemens annex and main facility, Marine City facility, Algonac facility, and the New Baltimore facility.

B. Collective-Bargaining Agreement and Requests for Information

NALC entered into a nationwide collective-bargaining agreement (CBA) with Respondent that is effective from January 10, 2013 through May 20, 2016. Article 31 of the CBA governs requests for information (RFI). It reads in relevant part:

> Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or 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.

(GC Exh.4, p. 108.) As a result of a discussion Firestone held with Blaze and Kucken about a system for submitting RFIs to local management, on or about November 7, 2013, Firestone created a RFI log. The system he devised required the local Union to submit a copy of the RFI to him. He would then number the RFI, log it into the RFI book with the date it was received, give a copy of the RFI to the supervisor, provide the Union with the requested documentation, and log in the RFI log book the date the information was provided to the Union.

C. Union's RFI: September 4, 19, and October 17

From August 23 to 29, Kucken believed that he had worked beyond the overtime limits established in the CBA. Consequently, on September 4 he approached Kauffman at her desk on the workroom floor and handed her two RFI forms. He told her that he needed the information because he believed there had been an overtime violation. One of the RFI forms requested, "Clockrings for Larry Kucken for 8/23/14 to 8/29/14 (pay period 19 week 1)." The other RFI form requested, "Clockrings for all city carriers and the workload status report for 8/25/14." (GC Exhs. 5a, 5b.) Kucken and Kauffman both signed the forms dated September 4. Kauffman is authorized to access and print the workload status reports and clock rings. On the same day, Kucken also prepared grievance nos. NB 14-098 and NB 14-099.[5] Approximately a week after September 4, Kucken asked Kauffman about the status of his RFIs. Kauffman responded that she was aware of the requests but they had not been "filled" and provided no additional explanation. By RFI forms dated September 14, Kucken again went to Kauffman and requested the clock rings and workload status reports. Kauffman received the requests on September 19. (GC Exhs. 8a, 8b.)

At some point in September, Kucken told Blaze he was having difficulty getting the requested information from management and asked for his advice. Blaze had two conversations and one meeting with Murrell in an attempt to help Kucken secure the documents. His first conversation with Murrell occurred in mid to late September. Blaze telephoned Murrell to ask that she cooperate with the Charging Union's information request. She responded that she would provide the information. Approximately a week later, Blaze again contacted Murrell because Kucken still had not received the requested information. Murrell told Blaze she would "definitely" provide them with the requested information.[6] (Tr. 33.)

The record is unclear on the exact date timeline but at some point in late September or early October, Kauffman went to Murrell and complained that she was overworked and needed assistance. Murrell agreed to help with some of her tasks and took the RFIs and placed them on her desk.[7]

On October 1, a labor-management meeting was held in Murrell's office to discuss a variety of work issues.[8] The meeting lasted approximately 2 hours; and in attendance were Murrell, Blaze, and Kucken. Kauffman came in and out of the meeting intermittently.[9] Towards the end of the meeting, Blaze and Kucken informed Murrell that the Charging Union still had not received a response to its requests for information. Murrell apologized for not responding and told them to provide her with another copy of the requests and she would fill them immediately. Murrell also advised them that going forward to submit information requests to her. Prior to the end of the meeting, Kucken provided her with another copy of the RFIs he submitted in September.

After the meeting on October 1, Murrell was out of the office and did not return until the following Monday. Consequently, she did not comply with Charging Union's RFIs during this period. During her absence, Kauffman went to Murrell's office and retrieved the RFIs from her desk and returned them to her own desk with the intention of responding to them. However, the next day Kauffman was in training all day and did not fill the information requests. In the meantime, Murrell returned to the office to respond to the RFIs but could not find them on her desk. She also could not locate them on Kauffman's desk. She texted Kauffman, who responded at the end of the workday, asking if Kauffman knew where the RFIs were located. Kauffman responded that they were on her desk but when Murrell looked the next morning she still could not find the RFIs. Kucken was out of the office that day. Consequently, on October 15, when Kucken approached Murrell in her office, she told him that she could not locate the previous information requests and asked him to again give her more copies. On October 17, Kucken submitted a third written request for clock rings and the

[5] The grievances were settled on January 22, 2015. (GC Exh. 7.)

[6] Based on the totality of the evidence, I find that Blaze's testimony on this point conflates conversations that were held on two separate occasions. Like Murrell, he had difficulty recalling exact dates. Kucken, however, was consistent in his testimony regarding dates, approximate times, and events. Therefore, I credit his testimony that it was not until the October 1 meeting that Murrell directed the Charging Union to give all future RFIs to her.

[7] Murrell testified that she was unaware of the RFIs until "a day or two" before the October 1 meeting. However, I do not credit her testimony on this point because throughout most of her testimony she had difficulty recalling dates and events.

[8] The labor-management meetings were normally held every quarter.

[9] In contrast to Blaze's testimony, Kucken testified that Kauffman was not in attendance. Neither Murrell, nor Kauffman mentioned Kauffman's attendance in the meeting. I find that resolution of this conflict is inconsequential and not necessary for deciding the merits of the case.

daily performance/analysis report (workload status report). (GC Exhs. 9a, 9b.) Later the same day, a folder was left at his workspace which contained the requested information.

III. DISCUSSION AND ANALYSIS

A. Legal Standards

Section 8(a) (5) of the Act mandates that an employer must provide a union with relevant information that is necessary for the proper performance of its duties as the exclusive bargaining representative. *NLRB v. Truitt Mfg. Co*., 351 U.S. 149, 153 (1956); *Detroit Edison Co. v. NLRB,* 440 U.S. 301, 303 (1979). ". . . [T]he duty to bargain unquestionably extends beyond the period of contract negotiations and applies to labor-management relations during the term of an agreement." *NLRB v. Acme Industrial Co*., 385 U.S. 432, 436 (1967). Information requests regarding bargaining unit employees' terms and conditions of employment are "presumptively relevant" and must be provided. *Whitesell Corp*., 352 NLRB 1196, 1197 (2008), adopted by a three-member Board, 355 NLRB 649 (2010), enfd. 638 F.3d 883 (8th Cir. 2011); *Southern California Gas Co*., 344 NLRB 231, 235 (2005). If the requested information is not directly related to the bargaining unit, the information is not presumptively relevant, and the requesting party has the burden of establishing the relevance of the requested material. *Disneyland Park*, 350 NLRB 1256, 1257 (2007); *The Earthgrains Co*., 349 NLRB 389 (2007).

The standard for establishing relevancy is the liberal, "discovery-type standard." *Alcan Rolled Products*, 358 NLRB No. 11, slip op. at 4 (2012), citing and quoting applicable authorities. In *Leland Stanford Junior University*, 307 NLRB 75, 80 (1992), the Board summarized its application of the principles as follows:

> [T]he Board has long held that Section 8(a)(5) of the Act obligates an employer to furnish requested information which is potentially relevant to the processing of grievances. An actual grievance need not be pending nor must the requested information clearly dispose of the grievance. It is sufficient if the requested information is potentially relevant to a determination as to the merits of a grievance or an evaluation as to whether a grievance should be pursued. *United Technologies Corp*., 274 NLRB 504 (1985); *TRW*, *Inc*., 202 NLRB 729, 731.

The requested information does not have to be dispositive of the issue for which it is sought, but only has to have some relation to it. *Pennsylvania Power & Light Co*., 301 NLRB 1104, 1104–1105 (1991). The Board has also held that a union may make a request for information in writing or orally. Further, the Board has found that a delay is unreasonable when the information requested is easily and readily accessible from an employer's files. *Bundy Corp*., 292 NLRB 671, 672 (1989).

B. Respondent's unreasonable delay in providing the requests for information

The General Counsel alleges that Respondent violated Section 8(a)(5) and (1) of the Act because the Charging Union's requests for information were relevant and necessary to the performance of its duties as the designated servicing representative of the exclusive collective-bargaining representative of the unit; and Respondent's delay in providing the information was unreasonable. Respondent argues that its delay was caused in part by the Charging Union's failure to submit the RFIs to the appropriate official. Further, Respondent contends it should be forgiven because its delay was not committed in bad faith, but rather because the facility was short-staffed and management was overworked.

1. Information is presumptively relevant

I find that the information sought by the Charging Union is presumptively relevant to the performance of its statutory obligations. The Board has consistently held that certain information is presumptively relevant. "It is well settled that information concerning names, addresses, telephone numbers, as well as wages, hours worked, and other terms and conditions of employment of unit employees is presumptively relevant . . ." *Bryant & Stratton Business Institute*, 323 NLRB 410 (1997); see also, *Georgetown Holiday Inn*, 235 NLRB 485 (1978) (names and addresses of unit employees, like wage data, are presumptively relevant to a union's role as bargaining agent and no showing of particularized need required.); *Deadline Express*, 313 NLRB 1244 (1994); and *Dyncorp/Dynair Services*, 322 NLRB 602 (1996).

Since the requested information relates to wages it is presumptively relevant and the burden is on Respondent to rebut the relevancy. *Leland Stanford Junior University*, supra at 80. Respondent, however, admits that the requested information is necessary for, and relevant to, the Charging Union's performance of its duties as the designated servicing representative of the exclusive collective-bargaining representative of the unit. (GC Exh. 1-I.)

Accordingly, I find that the requested information is relevant and necessary for the Charging Union to effectively perform its duties as the exclusive representative of the bargaining unit. See *United Graphics, Inc.*, 281 NLRB 463, 465 (1986) (the Board held that information presumptively relevant to the union's role as bargaining agent must be provided to the union as it "relates directly to the policing of contract terms.").

2. Charging Union not responsible for Respondent's delay in responding to RFIs

Respondent argues that the Charging Union was partially responsible for the delay in receiving a response to the RFI because it failed to adhere to the terms of article 31 of the CBA that says RFIs of a local nature should be submitted to the installation head or designee. As noted earlier, the applicable language in the CBA states, "Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee." (GC Exh. 4, p.108.) Specifically, Respondent argues that the Charging Union should have submitted the RFIs directly to Murrell because she was the Officer in Charge (OIC) in September and October. Respondent, therefore, implies that because of the Charging Union's action, it waived its right to receive a response or a timely response to the requests for information.

The Board requires a waiver of a union's statutory right be clear and unmistakable. *Metropolitan Edison Co. v. NLRB*, 460 U.S. 693 (1983); *Timken Roller Bearing Co*., 138 NLRB 15, 16

(1962). "A clear and unmistakable waiver may be found in the express language and structure of the collective-bargaining agreement or by the course of conduct of the parties. The burden is on the party asserting waiver to establish that such a waiver was intended." *Leland Stanford Junior University*, supra. See also, *NLRB v. New York Telephone Co*., 930 F.2d 1009 (2d Cir. 1991), enfg. 299 NLRB 44 (1990); *United Technologies Corp*., supra. I do not find Respondent's argument persuasive on this point. The record does not establish that the Union explicitly (or implicitly) waived its right to a response or a timely response to its requests for information. The last sentence of article 31 of the CBA notes that nothing in the provision waives any rights the Charging Union has to obtain information under the Act. I have previously found that the requested information was presumptively relevant, and thus the Charging Union is entitled to exercise its Section 7 rights under the Act to obtain the information.

I also reject Respondent's argument that the delay in responding to the RFIs is excusable because the Charging Union did not submit them to the installation head or designee. It is clear that Firestone was not the installation head in September or October. Firestone and Murrell testified that Firestone left the New Baltimore facility in July and Murrell was assigned to the facility as the OIC in August. Although Kucken initially submitted the information requests to Kauffman, the circumstances convince me that Murrell had designated her to fulfill this task. When Kucken submitted the RFIs to Kauffman on September 4 and 19, she did not tell him that she could not or was not responsible for handling the requests. Likewise, she never told Kucken that the requests were to be submitted to Murrell. Moreover, Kauffman admitted in her role as an acting supervisor she had received several oral requests for information which she filled. There has been no evidence that the oral requests for information she responded to as an acting supervisor were substantially different or more complex than the RFIs at issue. Consequently, it is clear that Kauffman was well versed in how to respond to RFIs. Moreover, this contradicts Respondent's argument that RFIs involving a local matter had to be submitted to the installation head. It is also significant to note that Kauffman eventually went to Murrell and complained to her that she did not have the time to do her other tasks and respond to the RFIs. Consequently, Murrell retrieved the RFIs from Kauffman and told the Charging Union that going forward they should submit information requests to her. This fact establishes that at some point Murrell (or Firestone) had designated Kauffman as and was aware the she was the official handling RFIs. Moreover, when informed by Murrell that Kauffman was no longer the designee for processing RFIs, the Charging Union submitted them directly to Murrell. I find, therefore, that the delay in responding to the Charging Union's RFIs was solely caused by Respondent.

3. Totality of the circumstances does not alleviate the unreasonableness of the delay

Respondent contends that it made a diligent effort to provide the information "reasonably promptly." *NLRB v. John S. Swift Co.*, 277 F.2d 641 (7th Cir. 1960). Respondent notes again that the initial requests were submitted to Kauffman who was newly promoted to a supervisory position; and she had not yet received training on processing union requests for information. According to Respondent, Kauffman was exceptionally busy in September and October and the office was also short-staffed. Respondent also points to the mix-up with locating the RFIs after the October 1 labor-management meeting as a contributing factor in the delay to respond. Based on the factors that are considered in evaluating whether Respondent exhibited a reasonable good-faith effort to respond to the RFIs, Respondent argues that its efforts were reasonably prompt. See *Allegheny Power*, 339 NLRB 585 (2003) (factors to consider in assessing the promptness of the response are complexity and extent of the requested information, its availability, and difficulty in accessing the information.)

I find that Respondent's argument fails. It is clear that Respondent's actions, given the totality of the circumstances, do not meet the definition of reasonable promptness as set forth in *West Penn Power Co.* Neither Kauffman, nor Murrell testified that the RFIs were complex or voluminous. Both admitted that it took a minimal amount of time to access the information, and acknowledged that they were authorized to access and print it. Further, Kauffman testified that she did not know why it took her so long to respond to the Charging Union's RFI other than to explain that she was "busy." In other words, Kauffman felt her other tasks were more important than responding promptly to the Charging Union's information requests. I find that this excuse fails under the definition of reasonable delay established by the Board. *West Penn Power Co.*, supra.

Accordingly, I find the Respondent's delay in responding to the Charging Union's request for information was unreasonable and thus violates Section 8(a)(5) and (1) of the Act and within the meaning of the PRA.

CONCLUSIONS OF LAW

1. The Respondent, United States Postal Service, provides postal service for the United States and operates various facilities throughout the United States. The Board has jurisdiction over Respondent and this matter by virtue of Section 1209 of the PRA.

2. The National Association of Letter Carriers, AFL–CIO and the Charging Union are labor organizations within the meaning of Section 2(5) of the Act.

3. By its unreasonable delay in providing the necessary and relevant information requested by the Charging Union in writing on or about September 4, 19, and October 17, 2014, the Respondent has engaged in unfair labor practices in violation of Section 8(a)(5) and (1) of the Act and within the meaning of the PRA.

4. The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

5. The Respondent has not violated the Act except as set forth above.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices by its delay in providing the Charging Union with the necessary and relevant information it requested, I shall order it to cease and desist therefrom and to take certain

affirmative action designed to effectuate the policies of the Act.

The General Counsel requests that I order as appropriate remedies an affirmative bargaining order, a broad cease-and-desist order, and "any other labor organization" language for the Respondent's unreasonable delay in providing the Charging Union with the requested information in violation of Section 8(a)(5) and (1) of the Act. I find, however, that traditional remedies are appropriate in this matter. In *Hickmott Foods*, 242 NLRB 1357 (1987), the Board held that a broad cease-and-desist order is warranted only when it has been established that an employer has a proclivity to violate the Act or has engaged in such egregious or widespread misconduct as to demonstrate its general disregard for the employees' statutory rights. The Board has also found that a broad posting requirement was appropriate when the respondent displayed "a clear pattern or practice of unlawful conduct." *Postal Service,* 339 NLRB 1162, 1162 (2003). I find, however, that the evidence in this case is insufficient to show that in the New Baltimore, Michigan facility, the Respondent has shown a proclivity to violate the Act or engaged in such egregious misconduct as to demonstrate a disregard for employees' fundamental statutory rights. The settlements, judgments, and orders cited by the General Counsel to support issuance of the requested remedies do not involve the New Baltimore, Michigan facility.

Therefore, Respondent will be ordered to post and communicate by electronic post to employees the attached Appendix and notice.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[10]

ORDER

The Respondent, United States Postal Service, in New Baltimore, Michigan its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with Branch 654, National Association of Letter Carriers (NALC), AFL–CIO (Charging Union) by its unreasonable delay in providing the Charging Union, information requested that is necessary and relevant to its role as the exclusive representative of the employees in following unit:

> All full-time and regular part-time city letter carriers employed by Respondent at various facilities throughout the United States, but excluding professional employees, employees engaged in personnel work in other than a purely nonconfidential clerical capacity, postal inspection service employees, employees in the supplemental work force, rural letter carriers, mail handlers, maintenance employees, special delivery messengers, motor vehicle employees, postal clerks, managerial employees, supervisory personnel, and security guards as defined in Public Law 9-375, 1201(2).

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

2. Take the following affirmative action necessary to effectuate the purposes and policies of the Act.

(a) Within 14 days after service by the Region, post at its facility in New Baltimore, Michigan copies of the attached notice marked "Appendix."[11] 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 and members are customarily posted. In addition to physical posting of paper notices, the 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. 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 any time since September 4, 2014.

(b) 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. June 5, 2015

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 bargain collectively and in good faith with the New Baltimore, Michigan Branch 654, National Association of Letter Carriers (NALC), AFL–CIO (Union) by failing and refusing to furnish it with requested information in a timely manner that is relevant and necessary to the Union's

[10] 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.

[11] 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."

performance of its duties 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 to you by Section 7 of the Act.

UNITED STATES POSTAL SERVICE