

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

UNITED STATES POSTAL SERVICE

and

**Cases 10-CA-151360
10-CA-151411
10-CA-151415
10-CA-151479
10-CA-151560
10-CA-151653
10-CA-162476
10-CA-162501**

**NATIONAL ASSOCIATION OF LETTER
CARRIERS, BRANCH 461**

DECISION AND ORDER

Statement of the Cases

On March 4, 2016, the United States Postal Service (the Respondent), National Association of Letter Carriers, Branch 461 (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to Board 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 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.¹

¹ Chairman Pearce and Member Hirozawa note that the remedy to which the parties have agreed differs in some respects from 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*, 345 NLRB 426 (2005), *enfd.* 486 F.3d 683 (10th Cir. 2007); *United States Postal Service*, 28-CA-017383 et al., unpublished order issued November 4, 2002, *enfd.* Case 02-9587 (10th Cir. 2003). These broad orders, as enforced by the United States Courts of Appeals, remain in effect, and the Board's approval of this stipulation does not modify these orders in any respect.

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 Post Office facilities located at 3331 Healy Drive (Manor Station) and 7840 North Point Boulevard (North Point Station) in Winston-Salem, North Carolina. The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act (PRA) (39 U.S.C. § 101 et seq.).

2. The labor organizations involved

The National Association of Letter Carriers, AFL-CIO (the National Union) is now, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the National Labor Relations Act, as amended (Act).

The Union is now, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

At all material times, the Union has been an agent of the National Union, acting on its behalf, within the meaning of Section 2(13) 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, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, Winston-Salem, North Carolina, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Refusing to bargain collectively and in good faith with National Association of Letter Carriers, AFL-CIO as the exclusive bargaining representative of its employees in an appropriate unit, or its affiliated local, the National Association of Letter Carriers, Branch 461, by failing and refusing to timely provide information to the Union that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of the bargaining unit employees.

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

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

(a) Waive, for 30 days following issuance of the Board's Order, any contractual deadlines for filing and pursuing grievances related to the requested information, where the Union missed those deadlines due to the Respondent's delay in providing the information requested, as described in the Formal Settlement Stipulation Section V., paragraphs (5)(a), (7)(a), (9)(a), (11)(a), (13)(a), (15)(a), (17)(a), (19)(a), (21)(a), (23)(a), (25)(a), (27)(a), and (29)(a), that the Respondent refused to provide or unreasonably delayed in providing, as described in Section V., paragraphs (6), (8), (10), (12), (14), (16), (18), (20), (22), (24), (26), (28), and (30).

(b) Upon request, timely provide the Union with information that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of the bargaining unit employees.

(c) At all of the Respondent's facilities located in Winston-Salem, North Carolina, the Respondent will maintain a log in which it will immediately record each information request tendered by the Union, orally or in writing, at that facility. These logs shall include the following information: a brief description of the information requested; the name of the individual who is making the request; the name of the supervisor who received the request; the date the request was made; and the date that the Respondent's manager or supervisor provided the Union with the requested information. If the manager or supervisor, having reviewed the documents requested, believes that the Respondent will need additional time, the manager or supervisor will inform the Union in writing, requesting additional time and explaining the need for the additional time.

(d) Each manager and supervisor who is designated to receive union requests for information at the Respondent's facilities as described above will receive annual training which encompasses how to maintain the log, and how to tender the relevant information requested by the Union; each such supervisor and manager will sign an acknowledgment form attesting to the fact that he or she has completed this training. A copy of this acknowledgment form shall be maintained in the supervisor's or manager's training and history files. Union stewards will be granted access to the logs, upon request. Supervisors or managers who fail to reasonably supply relevant information to the Union will have this fact mentioned in the "corrective action" column of the semi-annual audit report provided to the district manager and district manager of human resources. A repeated violation could lead to discipline of the supervisor or manager.

(e) Union stewards at the Respondent's facilities described above must be notified when the manager or supervisor who is designated to receive union requests for information at their particular facility has changed.

(f) The Respondent's legal department or its labor relations department shall conduct semi-annual audits of the logs at each of the Respondent's facilities described

above to ensure that the information requested by the Unions is being handled in a timely and appropriate manner, and to ensure the logs are being properly maintained. Following the audit, the legal department or labor relations department shall tender, in writing, a written report that will be forwarded to the district manager and district manager of human resources.

(g) Within 14 days of service by the Region, post at all of the Respondent's facilities located in Winston-Salem, North Carolina, copies of the attached notice marked "Appendix A."² Copies of the notice, on forms provided by the Regional Director for Region 10, 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. 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 closed any of the facilities 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 its closed facilities at any time since April 1, 2015.

(h) Electronically post the Notice to Employees for employees at all of its Winston-Salem, North Carolina facilities if the Respondent customarily uses electronic means such as an electronic bulletin board, email, website, or intranet to communicate with those employees.

(i) Within 21 days after service by the Region, file with the Regional Director for Region 10 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., May 23, 2016

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Kent Y. Hirozawa, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

² 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."

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 a representative 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 do anything to prevent you from exercising the above rights.

National Association of Letter Carriers, Branch 461 (the Union) is the exclusive collective-bargaining representative of those of you in the following appropriate unit:

All full-time and regular part-time city letter carriers employed by the Employer at its Winston-Salem, North Carolina facilities, excluding all other employees, including office clerical employees, professional and confidential employees, guards and supervisors as defined in the National Labor Relations Act.

WE WILL NOT unreasonably delay in providing the Union with information it needs to represent you.

WE WILL NOT in any like or related manner interfere with your rights under the National Labor Relations Act.

WE HAVE provided the Union with the information it initially requested in April 2015 and again on April 15, April 23, April 28, April 30, and May 8, 2015, including clock rings for pay periods 09-2, 10-1, and 10-2.

WE HAVE provided the Union with the information it initially requested on April 4, 2015, including Employee Everything Reports and Hours Analysis Reports for pay periods 15-7-1, 15-7-2, 15-8-1, and 15-8-2.

WE HAVE provided the Union with the information it initially requested on April 9, 2015, and again on April 25, April 29, May 1, and May 2, 2015, including all denied no lunches for April 8, 2015 – April 11, 2015.

WE HAVE provided the Union with the information it initially requested on April 8, 2015, and again on April 11, April 15, April 18, April 20, April 22, April 24, and April 25, 2015, including clock rings.

WE HAVE provided the Union with the information it initially requested on April 20, 2015, and again on April 25, and April 28, 2015, including clock rings for pay periods 9-1 and 9-2.

WE HAVE provided the Union with the information it initially requested on April 20, 2015, and again on April 25, April 29, May 1, and May 2, 2015, including employee all clock rings for pay period 9-2 and employee all clock rings for Selena Bostic and Nakia Terry for pay period 9-2.

WE HAVE provided the Union with the information it initially requested on April 24, 2015, and again on April 25, April 29, May 1, and May 2, 2015, including employee all clock rings for pay period 10-1 and employee all clock rings for Bostic and Terry for pay period 10-1.

WE HAVE notified the Union that the information the Union initially requested on April 25, 2015, a copy of an email or fax that we sent to two employees' doctor's offices on April 22 and April 23, 2015, does not exist.

WE HAVE provided the Union with the information it initially requested on April 25, 2015, including 3996s, clock rings employee all, and daily schedules for pay periods 9-1, 9-2, 10-1, and 10-2.

WE HAVE provided the Union with the information it initially requested on September 19, 2015, and again on October 1, October 28, and October 29, 2015, including a copy of an employee's accident report and all relevant supporting documentation, a copy of an employee's on-duty driving history/record, a copy of the accident investigation, a copy of anything in writing showing the employee's driving privileges were revoked, and a copy of a letter sent to the employee stating that driving privileges were revoked.

WE HAVE provided the Union with the information it initially requested on October 5, 2015, and again on October 16, 2015, including a copy of any discussion or discipline, including a letter of warning, issued to an employee for leaving a vehicle running, unsecure, and tires not curbed on October 1, 2015.

WE HAVE provided the Union with the information it initially requested on October 15, 2015, including a copy of James Ladd's latest Form 3999.

WE HAVE provided the Union with the information it initially requested on October 20, 2015, including a copy of Parminder Pal's no lunch request for October 17, 2015, and copies of all denied no lunch slips from September 1, 2015 to present.

WE WILL waive the time limits, for 30 days, for the Union to file any grievances related to the requested information, where the Union missed those deadlines due to our delay in providing the Union with the information it needed to represent you.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlr.gov/case/10-CA-151360 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.

