

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

**UNITED STATES POSTAL SERVICE**

**and**

**Case 07-CA-166361**

**LOCAL 486-487 AMERICAN POSTAL  
WORKERS UNION (APWU), AFL-CIO**

**ORDER<sup>1</sup>**

The General Counsel's Request for Special Permission to Appeal Administrative Law Judge Christine E. Dibble's ruling approving the Charging Party's request to withdraw its charge in this case and approving a non-Board settlement agreement settling the complaint allegations is granted. On the merits, the appeal is denied. We agree with the judge's conclusion that the settlement agreement comports with the standards set forth in *Independent Stave Co.*, 287 NLRB 740, 741 (1987). Therefore, the judge did not err in approving the settlement, and her ruling is affirmed.<sup>2</sup>

Dated, Washington, D.C., July 27, 2016

PHILIP A. MISCIMARRA, MEMBER

KENT Y. HIROZAWA, MEMBER

LAUREN McFERRAN, MEMBER

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<sup>1</sup> The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

<sup>2</sup> Despite the absence of an enforcement mechanism in the settlement, should there be a breach of the agreement or allegations of post-settlement violations of the Act, it remains within the Board's power not only to consider any new allegations, but also to reinstate the charges and complaint which are the subjects of this settlement. See, e.g., *NLRB v. Arrow Specialties, Inc.* 437 F.2d 522 (8th Cir. 1971); *NLRB v. Southeastern Stages, Inc.*, 423 F.2d 78 (5th Cir. 1970). This principle applies to non-Board settlements as well as to settlements to which the Board is a party. *American Postal Workers Union, Local 735*, 340 NLRB 1363, 1364 (2003); *Milk Marketing Inc.*, 292 NLRB 47 (1988); *Norris Concrete Materials, Inc.*, 282 NLRB 289 (1986).