

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

**UNITED STATES POSTAL SERVICE**

**and**

**Case 10-CA-214017**

**AMERICAN POSTAL WORKERS UNION,  
AFL-CIO, LOCAL 984**

**and**

**Cases 10-CA-214106**

**AMERICAN POSTAL WORKERS UNION,  
AFL-CIO, LOCAL 375**

**10-CA-214107**

**10-CA-214109**

**10-CA-214111**

**10-CA-214112**

**10-CA-214114**

**10-CA-214133**

**10-CA-214143**

**10-CA-214160**

**10-CA-214175**

**10-CA-214180**

**10-CA-214182**

**10-CA-214188**

**10-CA-214201**

**10-CA-214203**

**10-CA-214217**

**10-CA-214223**

**10-CA-214228**

**10-CA-214235**

**10-CA-214237**

**10-CA-214268**

**10-CA-214277**

**10-CA-214288**

**10-CA-214298**

**10-CA-214304**

**10-CA-214309**

**10-CA-214315**

**10-CA-214434**

**10-CA-214436**

**10-CA-214448**

## DECISION AND ORDER

### Statement of the Cases

On March 19, 2019, the United States Postal Service (the Respondent), the American Postal Workers Union, AFL-CIO, Local 984, the American Postal Workers Union, ALF-CIO, Local 375, 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.<sup>1</sup>

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>2</sup>

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

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<sup>1</sup> Chairman Ring is recused and took no part in the consideration of this case.

<sup>2</sup> We 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.

Member Emanuel would not approve the parts of the Order that require the Respondent to take action with respect to "any other union with which Respondent has a collective-bargaining relationship", because no violations against other unions are alleged as part of this case.

## **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 performing that function, including its facilities located in Albermarle, Charlotte, Concord, Fayetteville, Huntersville, Kannapolis, Kings Mountain, and Rutherfordton, North Carolina as set forth in Appendix A. 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**

At all material times, the American Postal Workers Union, AFL-CIO (National Union) has been a labor organization within the meaning of Section 2(5) of the Act.

At all material times, the American Postal Workers Union, AFL-CIO, Local 984 (Postal Workers Local 984) has been a labor organization within the meaning of Section 2(5) of the Act.

At all material times, the American Postal Workers Union, AFL-CIO, Local 375 (Postal Workers Local 375) has been a labor organization 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, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, Albermarle, Charlotte, Concord, Fayetteville, Huntersville, Kannapolis, Kings Mountain, and Rutherfordton, North Carolina, its officers, agents, successors, and assigns, shall

1. Cease and desist from the following in connection with the Respondent's employees employed in the Respondent's facilities set forth in Appendix A.

(a) Refusing to bargain collectively and in good faith with the National Union, by failing to furnish, or by unduly delaying furnishing, information that is relevant and necessary to the Local Unions in performing their duties for the National Union, the exclusive bargaining representatives of the units.

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

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

(a) Upon request, furnish the Local Unions, or any other union with which the Respondent has an exclusive collective-bargaining relationship at its facilities set forth in Appendix A, with necessary and relevant information in a timely and appropriate manner.

(b) Waive, for 30 days following issuance of the Board's Order, any contractual deadlines for filing and pursuing grievances related to the requested information that the Local Unions missed due to the Respondent's delay in providing the information requested as described in the following paragraphs of the consolidated complaint:

<b>Complaint Date</b>	<b>Paragraphs</b>
May 31, 2018	9, 12, 15, 18, 21, 24, 27, 30-34, 37, 38, 41, 42, 45-48, 51, 54-64, 67 and 70.
July 30, 2018	9-11 and 14-16.

(c) Maintain a log at each of the Respondent's facilities as set forth in Appendix A, in which the Respondent will immediately record each information request that the Local Unions or any other union with which the Respondent has an exclusive collective-bargaining relationship at these facilities, tendered to the Respondent orally or in writing, at those facilities. 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 union and unit involved; 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 Local Unions, or any other such union with which the Respondent has an exclusive collective-bargaining relationship at its facilities set forth in Appendix A, with the requested information. If the manager or supervisor, having reviewed the documents requested, believes that the Respondent will need additional time to furnish the information, the manager or supervisor will inform the Local Unions, or any other such union with which the Respondent has an exclusive collective-bargaining relationship at these facilities, in writing, requesting additional time and explaining the need for the additional time. Union stewards will be granted reasonable access to the logs, upon request.

(d) Provide for each manager and supervisor who is designated to receive union requests for information at the Respondent's facilities, as set forth in Appendix A, annual training that encompasses how to maintain the log and how to tender to the Local Unions, or any other such union with which the Respondent has an exclusive collective-bargaining relationship at these facilities, the relevant requested information; require that each such supervisor and manager 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. Supervisors or managers who fail reasonably to supply relevant information, or who fail to supply such information timely, to the Local Unions, or other such union with which

the Respondent has an exclusive collective-bargaining relationship at its facilities as set forth in Appendix A, 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) Provide to union stewards of any union with which the Respondent has an exclusive collective bargaining relationship at the facilities described in Appendix A the name of the manager or supervisor in each location who is designated to receive union requests for information at that facility and when that designated manager or supervisor has changed.

(f) Require the Respondent's legal or labor relations department to conduct semi-annual audits of the logs at each of the Respondent's facilities set forth in Appendix A to ensure that the information requests of the Local Unions and other such unions with which the Respondent has an exclusive collective-bargaining relationship at these facilities, are being handled in a timely and appropriate manner, and to ensure the logs are being properly maintained. Following the audit, the legal 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:

(i) Post at the Respondent's facilities set forth in Appendix A, copies of the Notice to Employees that the Regional Director for Region 10 shall provide to the Respondent for posting. The Region will provide copies of the notices that the Respondent will be required to duplicate in color at its own expense, before posting. The duplicated copies, 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.

(ii) Electronically post the Notice to Employees for employees at the Respondent's facilities set forth in Appendix A if the Respondent customarily uses electronic means such as an electronic bulletin board, email, website, or intranet to communicate with those employees.

(iii) Send a copy of any Board Order and Notice to Employees to all its supervisors and managers at the Respondent's facilities set forth in Appendix A.

(h) Within 21 days after service by the Region, file with the Regional Director a signed and sworn Certification of Compliance, Part I form certifying that it has complied with this Order. The certification shall include a copy of the documents signed by a responsible official attesting to the dates that the notices were received at each facility, the dates that the notices were posted, and where the notices were posted. The certification shall also include the dates the Respondent sent the Board Order and

Notice to its managers and supervisors, a list of the names and job titles to whom the Respondent sent them, and the method the Respondent employed to send them.

(i) Upon request, provide to the Regional Director of Region 10 or his designee, copies of the logs described above in subparagraph (c); the acknowledgement forms, audit reports, and discipline described above in subparagraph (d); and the semi-annual audits and reports from the Respondent's legal or labor relations department described above in subparagraph (f).

Dated, Washington, D.C., December 3, 2019.

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Lauren McFerran,	Member
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Marvin E. Kaplan,	Member
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William J. Emanuel,	Member
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(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

**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 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** do anything to prevent you from exercising the above rights.

**WE WILL NOT** unreasonably delay in providing the **American Postal Workers Union, AFL-CIO, Local 984** and the **American Postal Workers Union, AFL-CIO, Local 375** with the information that they or their National Union 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 American Postal Workers Union, AFL-CIO, Local 984, with the information that it requested on  
Union with the information it initially requested on:

- November 8, 2017
- November 15, 2017
- December 6, 2017

**WE HAVE** provided the American Postal Workers Union, AFL-CIO, Local 375, with the information requested on:

- August 2, 2017
- August 23, 2017
- August 28, 2017
- August 29, 2017
- October 26, 2017
- October 26, 2017 and again on November 13, 2017
- October 27, 2017
- October 27, 2017 and again on November 13, 2017
- November 7, 2017
- November 8, 2017
- November 15, 2017

- November 17, 2017
- November 19, 2017
- November 21, 2017
- November 27, 2017
- November 30, 2017
- December 11, 2017
- December 13, 2017
- December 19, 2017
- January 14, 2018

**WE WILL** upon request, promptly provide the American Postal Workers Union, AFL-CIO, Local 984 and the American Postal Workers Union, AFL-CIO, Local 375 with necessary and relevant information in a timely and appropriate manner.

**WE WILL** promptly provide the American Postal Workers Union, AFL-CIO, Local 984 and the American Postal Workers Union, AFL-CIO, Local 375 with the information that it requested on August 30, 2017 and again on September 13, 2017: notices/contacts with local police, postal inspectors and the District Threat Team.

**WE WILL** promptly provide the American Postal Workers Union, AFL-CIO, Local 375, with the information that it requested on October 26, 2017: work assignment sheets for custodians for FY 2017.

**WE WILL** promptly provide the American Postal Workers Union, AFL-CIO, Local 375 with the information that it requested on October 27, 2017, and again on November 13, 2017: clerk hours of operations.

**WE WILL** promptly provide the American Postal Workers Union, AFL-CIO, Local 375 with the information that it requested on October 27, 2017: Forms 4851 and clerk hours of operations.

**WE WILL** promptly provide the American Postal Workers Union, AFL-CIO, Local 375 with the information that it requested on November 19, 2017: clerk hours of operations for FY 2017.

**WE WILL** promptly provide the American Postal Workers Union, AFL-CIO, Local 375 with the information that it requested on November 27, 2017: named employees' time records or other records showing the number of bargaining unit work performed on November 24, 2017.

**WE WILL** waive for 30 days following issuance of the Board's Order, any contractual deadlines for filing and pursuing grievances related to the requested information that the American Postal Workers Union, AFL-CIO, Local 984; and the American Postal Workers Union, AFL-CIO, Local 375 missed due to our delay in providing the information requested.



**WE WILL** maintain at each of our facilities located at:

- Albermarle Station, 320 S. 2nd St., Albermarle, North Carolina
- Downtown Station, 201 N. McDowell St., Charlotte, North Carolina
- Independence Carrier Annex, 3717 Eastway Dr., Charlotte, North Carolina
- Jim Richardson Finance Unit, 2127 Beatties Ford Rd., Ste B, Charlotte, North Carolina
- Midwood Finance Unit, 1233 The Plaza, Charlotte, North Carolina
- Minuet Carrier Annex, 430 Minuet Ln., Charlotte, North Carolina
- North Tryon Station, 6700 N. Tryon St., Charlotte, North Carolina
- Northeast Finance Unit, 1820 Harris Houston Rd., Charlotte, North Carolina
- Oakdale Station, 1101 Sunset Rd., Charlotte, North Carolina
- Park Road Finance Unit, 4117 Park Rd., Charlotte, North Carolina
- Plaza Station, 4325 E. WT Harris Blvd., Charlotte, North Carolina
- Processing and Distribution Center, 2901 Scott Futrell Dr., Charlotte, North Carolina
- Randolph Finance Unit, 917 Wendover Rd., Charlotte, North Carolina
- Starmount Finance Unit, 6241 South Blvd., Charlotte, North Carolina
- Clinton Station, 1011 Sunset Ave., Clinton, North Carolina
- Concord Main Post Office, 66 Mccachern Blvd., SE, Concord, North Carolina
- Concord North 29 Station, 455 Concord Parkway N, Concord, North Carolina
- Fayetteville Station, 301 Green St., Fayetteville, North Carolina
- Huntersville Station, 400 Gilead Rd., Huntersville, North Carolina
- Kannapolis Station, 1040 Dale Earnhardt Blvd., Kannapolis, North Carolina
- Kings Mountain Station, 115 E. Gold St., Kings Mountain, North Carolina
- Rutherfordton Station, 130 E. Court St., Rutherfordton, North Carolina

a log in which we will immediately record each information request that any union at these facilities with which we have an exclusive collective-bargaining relationship makes, either orally or in writing, at that facility. **WE WILL** provide these unions with reasonable access to the logs that pertain to their requests.

**WE WILL** provide annual training for each manager and supervisor who is designated to receive union requests for information at our facilities identified above. Such training will encompass how to maintain the log and how to tender the relevant information to any union with which we have an exclusive collective-bargaining relationship at each of these facilities.

**WE WILL** provide to union stewards of any union with which we have an exclusive collective bargaining relationship at our facilities listed above, the name of the manager or supervisor in each location who is designated to receive union requests for information at the facility and when that designated manager or supervisor has changed.

**WE WILL** require our legal or labor relations department to conduct semi-annual audits of the logs at each of our facilities listed above, to ensure that the information requests

of any union with which we have an exclusive collective-bargaining relationship are being handled in a timely and appropriate manner and to ensure the logs are being properly maintained.

## **UNITED STATES POSTAL SERVICE**

The Board's decision can be found at [www.nlr.gov/case/10-CA-214017](http://www.nlr.gov/case/10-CA-214017) 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.



## APPENDIX A

<b>Station Name</b>	<b>Street Address</b>	<b><u>City/Town</u></b>
Albermarle Station	320 S. 2nd St.	Albermarle
Downtown Station	201 N. McDowell St.	Charlotte
Independence Carrier Annex	3717 Eastway Dr.	Charlotte
Jim Richardson Finance Unit	2127 Beatties Ford Rd., Ste B	Charlotte
Midwood Finance Unit	1233 The Plaza	Charlotte
Minuet Carrier Annex	430 Minuet Ln.	Charlotte
North Tryon Station	6700 N. Tryon St.	Charlotte
Northeast Finance Unit	1820 Harris Houston Rd.	Charlotte
Oakdale Station	1101 Sunset Rd.	Charlotte
Park Road Finance Unit	4117 Park Rd.	Charlotte
Plaza Station	4325 E. WT Harris Blvd.	Charlotte
Processing and Distribution Center	2901 Scott Futrell Dr.	Charlotte
Randolph Finance Unit	917 Wendover Rd.	Charlotte
Starmount Finance Unit	6241 South Blvd.	Charlotte
Clinton Station	1011 Sunset Ave.	Clinton
Concord Main Post Office	66 Mccachern Blvd., S.E.	Concord
Concord North 29 Station	455 Concord Parkway N	Concord
Fayetteville Station	301 Green St.	Fayetteville
Huntersville Station	400 Gilead Rd.	Huntersville
Kannapolis Station	1040 Dale Earnhardt Blvd.	Kannapolis
Kings Mountain Station	115 E. Gold St.	Kings Mountain
Rutherfordton Station	130 E. Court St.	Rutherfordton