

not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel. Notwithstanding the provisions of this paragraph, no default shall be asserted for conduct occurring more than 180 days after the approval of this Agreement, and the remedy for any such default shall be limited to an order forbidding like or related conduct at the Pittsburgh NDC.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director’s approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party United States Postal Service		Charging Party American Postal Workers Union AFL-CIO	
By: Name and Title	Date	By: Name and Title	Date
/s/Kelly Elifson, Attorney	11/4/14	/s/Anton Hajjar, Attorney	11/6/14
Recommended By:	Date	Approved By:	Date
/s/Dolores L. Moeller Dolores L. Moeller, Board Agent	11/7/14	/s/Rhonda P. Ley Acting Regional Director, Region 6	11/17/14



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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.

WE WILL NOT remove Union literature, including information about the Staples matter, from nonworking areas of our facility while permitting literature on other subjects to remain in these areas.

WE WILL NOT prohibit off-duty employees from distributing Union literature and soliciting Union support, including information about the Staples matter, in nonworking areas of our facility while permitting distribution of literature and solicitation on other subjects in nonworking areas during nonworking time.

WE WILL NOT prohibit off-duty employees from distributing Union literature and soliciting Union support, including information about the Staples matter, outside of our facility.

You may have Union information and materials at work in nonworking areas of our facility and **WE WILL NOT** stop you from doing so.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL allow Union literature, including information about the Staples matter, to be placed in nonworking areas of our facility to the same extent we permit any other materials in nonworking areas.

WE WILL allow off-duty employees to distribute Union literature and solicit Union support in nonworking areas of our facility and outside of our facility to the same extent we permit distribution of literature and solicitation in nonworking areas during nonworking time and **WE WILL** allow off-duty employees to distribute Union literature and solicit Union support outside of our facility.

UNITED STATES POSTAL SERVICE

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

1000 LIBERTY AVE
RM 904
PITTSBURGH PA 15222-4111

Telephone: (412) 395-4400
Hours of Operation: 8:30 a.m. to 5:00 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACTED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above regional office's compliance officer, Tara N. Yoest.