# UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD SETTLEMENT AGREEMENT

### IN THE MATTER OF

**United States Postal Service** 

Case 06-CA-131601

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS**:

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them on bulletin boards at the Pittsburgh National Distribution Center (NDC) located at 300 Brush Creek Road, Warrendale, PA 15095. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — All terms of this settlement are applicable to and enforceable against only the Pittsburgh NDC located at 300 Brush Creek Road, Warrendale, PA 15095. This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**NON-ADMISSIONS CLAUSE** – By the execution of this settlement agreement, the Charged Party does not admit it has violated Section 8(a)(1) or any other section of the National Labor Relations Act.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does

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  |         | Charging Party   |          |
|--|---------|--|----------|
| United States Postal Service                             |         | 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<br>Dolores L. Moeller, Board Agent | 11/7/14 | /s/Rhonda P. Ley<br>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: <a href="https://www.nlrb.gov">www.nlrb.gov</a>.

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.