



National Postal Mail Handlers Union

Paul V. Hogrogian
National President

Timothy M. Dwyer
National Secretary-Treasurer

June Harris
*Vice President
Central Region*

John A. Gibson
*Vice President
Eastern Region*

David E. Wilkin
*Vice President
Northeastern Region*

Lawrence B. Sapp
*Vice President
Southern Region*

Don J. Sneesby
*Vice President
Western Region*

July 5, 2018

TO: All Local Unions
National/Regional CAD

FROM: Paul V. Hogrogian, National President *PVH*
Teresa Harmon, Manager, CAD *TH*

RE: Postal Service Agrees to Provide NPMHU
with Information on F-1 Scheduler

We are pleased to inform you that the Postal Service finally has capitulated and will be providing the NPMHU with full information about the F-1 Scheduler, as it has been developed and implemented in more than 260 mail processing facilities at which mail handlers are employed.

Back in February 2018, we informed you that the National Labor Relations issued a Complaint and Notice of Hearing against the U.S. Postal Service, based on an unfair labor practice filed by the NPMHU alleging that the Postal Service had illegally refused to respond to a series of information requests about the F-1 Scheduler that were filed by the NPMHU Contract Administration Department during the period running from May through November of 2017.

In those Requests for Information, the National Office sought complete information about the F-1 Scheduler, including all of the information input into that program at each of the 260 mail processing facilities that employ mail handlers. As the NLRB explained in its Complaint:

Since about May 31, 2017, and including on November 21, 2017, the Charging Party [the NPMHU] has requested orally, and in writing, that Respondent [the USPS] furnish the Charging Party with information pertaining to the input data used, and results obtained, from Respondent's Function 1 Scheduler for all mail

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processing facilities at which the employees represented by the Charging Party work.

The Complaint also alleged that the Postal Service, even with regard to other information that it eventually did provide to the NPMHU, acted unlawfully by unreasonably delaying its responses and disclosures to the Union.

After the Complaint was issued, and hearings were scheduled first for May 24 and then for June 26, 2018, the NLRB, the Postal Service, and the NPMHU entered into settlement discussions, the result of which will provide to the National Office of the NPMHU all of the information requested.

Attached to this memorandum is a letter and attachments that includes the Settlement Agreement signed by all parties. The Postal Service is required to post the attached notice in all mail processing plants and on LiteBlue, and to certify compliance with its terms, which includes providing all information requested no later than July 9, 2018. In relevant part, the notice states as follows:

WE WILL NOT refuse to provide the National Postal Mail Handlers Union, a Division of LIUNA, AFL-CIO with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT unreasonably delay in providing the National Postal Mail Handlers Union, a Division of LIUNA, AFL-CIO with information that is relevant and necessary to its role as your bargaining representative.

WE WILL provide the National Postal Mail Handlers Union, a Division of LIUNA, AFL-CIO with the information it requested on May 31, 2017, and November 21, 2017, no later than July 9, 2018, to the extent it exists and to the extent that we have not done so already.

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

The Settlement Agreement also may be used in future proceedings, as noted in the section defining the Scope of the Agreement:

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, and does not settle any other cases 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 for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint and Notice of Hearing previously issued in the above-captioned case, and the Charged Party withdraws any answer filed in response. The Charged Party agrees that this Agreement may be used in any proceeding before the Board or an appropriate court to show proclivity to violate the Act for purposes of determining an appropriate remedy.

In the next few weeks, the National Office will be circulating some of the information obtained to the Local Unions, so that it can be reviewed and potentially used in grievance activity.

Please disseminate this information as you deem appropriate, and please do not hesitate to contact the National Office should you have any questions.

cc: National Executive Board



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Agency Website: www.nlr.gov
Telephone: (410)962-2822
Fax: (410)962-2198

Agent's Direct Dial: *[Handwritten signature]*

June 27, 2018

Roderick D. Eves, Deputy Managing Counsel
Arthur G. Roxas, Paralegal Specialist
United States Postal Service (Law Dept.-NLRB Unit)
1720 Market Street, Room 2400
St. Louis, MO 63155-9948

Re: United States Postal Service
Case 05-CA-208552

Dear Messrs. Eves and Roxas:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on June 20, 2018. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 10 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted in prominent places around the headquarters located at 475 L'Enfant Plaza, SW, Washington, DC, and all other mail processing plants where notices are customarily posted for 60 consecutive days. The Employer should take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Electronic Posting: The Agreement provides that the Employer will post a copy of the Notice on LiteBlue and keep it continuously posted there for 60 consecutive days. The Employer will furnish the Regional Office with a paper copy of the intranet or website posting along with the attached completed Certifications of Compliance. In the event the Employer's intranet is password protected, I will contact you if it is necessary to obtain the password for the intranet site.

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by **July 11, 2018, with one signed and dated original Notice.** The Certification of Compliance Part Two should be completed and returned by **July 11, 2018**, though the information should be furnished to the Union by the agreed upon July 9 date. If the Certifications of Compliance and signed Notice are

returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

Remedial Actions:

Furnish Information: The Agreement further provides the Employer will provide the National Postal Mail Handlers Union with the information it requested on May 31, 2017, and November 21, 2017, **no later than July 9, 2018**, to the extent it exists and to the extent it has not already been provided. Please use the enclosed Certificate of Compliance, Part Two, to confirm compliance with this provision.

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

Very truly yours,

/s/ Heather Keough

Heather Keough
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
Certifications of Compliance

cc: Bruce R. Lerner, Esq.
Bredhoff & Kaiser, PLLC
805 15th Street N.W.
Washington, DC 20005

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

United States Postal Service

Case 05-CA-208552

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. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its headquarters located at 475 L'Enfant Plaza, SW, Washington, DC, and all of its mail processing plants, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will grant reasonable access to its facilities described above to agents of the Regional Director for the purpose of monitoring compliance with this posting requirement.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English on its intranet (Lite Blue) and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

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

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, and does not settle any other cases 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 for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint and Notice of Hearing previously issued in the above-captioned case, and the Charged Party withdraws any answer filed in response. The Charged Party agrees that this Agreement may be used in any proceeding before the Board or an appropriate court to show proclivity to violate the Act for purposes of determining an appropriate remedy.

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.



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 refuse to provide the National Postal Mail Handlers Union, a Division of LIUNA, AFL-CIO with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT unreasonably delay in providing the National Postal Mail Handlers Union, a Division of LIUNA, AFL-CIO with information that is relevant and necessary to its role as your bargaining representative.

WE WILL provide the National Postal Mail Handlers Union, a Division of LIUNA, AFL-CIO with the information it requested on May 31, 2017, and November 21, 2017, no later than July 9, 2018, to the extent it exists and to the extent that we have not done so already.

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

United States Postal Service

(Employer)

Dated: _____

By: _____
(Representative) (Title)