

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON, DC 20260

RECEIVED

DEC 16 1993

CONTRACT ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.

Mr. Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

Re: (SEE ATTACHMENT)

Dear Mr. Hutchins:

Recently, Rodney Lambson met with the NALC Director of City Delivery, Brian Farris, for prearbitration discussions of the above-captioned grievances currently pending national level arbitration.


The issue in these grievances is whether management violated the National Agreement by denying the union's request for supervisor disciplinary records.

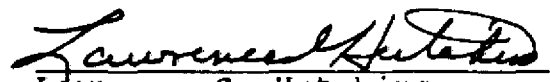
During the discussions, it was mutually agreed that the release of information regarding supervisors was provided for in Arbitrator Snow's award in H7N-5C-C 12397 and in an NLRB settlement signed by the parties on August 3, 1993 (copy attached).

Accordingly, we agreed to remand these cases to the parties at Step 3 for resolution in accordance with the terms of that settlement.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand these cases and to remove them from the list of cases pending national arbitration.

Sincerely,


Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations


Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO

Date: 12/16/93

ATTACHMENT

H7N-1E-C-23870
NALC NO. 3299
CLASS ACTION
BOSTON MA

H7N-4B-C-34526
NALC NO. 3818
CLASS ACTION
DEARBORN MI

H7N-5T-C-21042
NALC NO. 3418
CLASS ACTION
RESEDA CA


H7N-3S-C-38670
NALC NO. 3945
CLASS ACTION
MIAMI FL

HON-3W-C-5778
NALC NO. 4502
CLASS ACTION
ST. PETERSBURG FL

National Association of Letter Carriers

100 Indiana Avenue, N.W. • Washington, D.C. 20001
Telephone Number (202) 662-2813

MEMORANDUM

From the Desk of **Keith E. Secular** 
Legal Department

Date: September 8, 1993

To: Contract Administration Unit

Subj: Release of Disciplinary Records Concerning Supervisors

Attached is a copy of the fully executed final settlement of the NLRB case involving release of supervisors' discipline records.

The earlier draft previously circulated may be discarded.

KES/brd

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 22**

UNITED STATES POSTAL SERVICE

and

Case 22-CA-19127-3(P)
(Formerly 11-CA-15214(P))

**NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO, BRANCH 325**

INFORMAL SETTLEMENT AGREEMENT

In settlement of the above matter and subject to the approval of the Regional Director for the National Labor Relations Board, it is hereby stipulated and agreed by and between the United States Postal Service (herein "Respondent"), the National Association of Letter Carriers (herein NALC) on behalf of the charging party local of the NALC; and counsel for the General Counsel of the National Labor Relations Board as follows:

POSTING OF NOTICE: Upon approval of this Agreement the employer will post immediately in conspicuous places in and about its facilities, including all places where notices to employees are customarily posted, and maintain for 60 days from the date of posting, copies of the attached Notice, said Notice to be signed by a responsible official of the employer.

COMPLIANCE WITH NOTICE: The employer will comply with all the terms and provisions of the Notice.

REFUSAL TO ISSUE COMPLAINT: In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between

the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Board's Rules and Regulations if a request is filed within 14 days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of all allegations in the subject complaint regarding the employer's refusal to furnish supervisory records as well as the related portions of the answer filed in response.

PERFORMANCE: Performance by the employer 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 employer of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE: The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of approval of this Agreement. In the event the Charging Parties do not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in these cases with regard to the supervisory information allegations.

NON-ADMISSIONS: It is understood that Respondent, by entering into this Informal Settlement Agreement does not admit that it has violated the National Labor Relations Act, the Postal Reorganization Act, or any existing collective bargaining agreements between the parties.

All parties agree to an informal settlement agreement pursuant to the NLRB's Rules and Regulations to fully resolve the instant case on the following basis:

1. Respondent will not refuse to bargain with the NALC by refusing to furnish information regarding supervisors which is necessary and relevant to the union's duties as exclusive collective bargaining representative of employees in the units for which it is recognized.
2. Respondent will not affirmatively defend a refusal to furnish supervisory records which are necessary and relevant to the union's duties as collective bargaining representative on the grounds that the release of such records is barred by the Privacy Act of 1974, as amended, and its presently existing implementing regulations.
3. The Postal Service will ensure that this Informal Settlement Agreement is transmitted to the responsible management officials, including all responsible Human Resources personnel throughout the U.S. Postal Service.

4. SCOPE OF THE AGREEMENT: This Settlement Agreement settles only the unfair labor practices alleged in the instant case referenced herein and does not constitute a settlement of any other case. It does not preclude persons from filing, or the National Labor Relations Board from prosecuting, unfair labor practice charges based on events which precede the date of the approval of this Agreement. The General Counsel shall have the right to use the evidence obtained in the investigation of these cases in the litigation of any other unfair labor practice cases; and any judge, the Board or any other tribunal may rely on such evidence in making findings of fact or conclusions of law.

UNITED STATES POSTAL SERVICE

Howard J Kauf
For Respondent

8/3/93
Date

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Mark E Sula
For NALC Charging Party

8/3/93
Date

NATIONAL LABOR RELATIONS BOARD

J. Michael Lytton
Counsel for the General Counsel

8/3/93
Date

APPROVED:

William A. Pascoe
Regional Director, Region 22

8-9-93
Date

**POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY
A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD,
AN AGENCY OF THE UNITED STATES GOVERNMENT**

WE WILL NOT refuse to bargain with the **NATIONAL ASSOCIATION OF LETTER CARRIERS AND ITS LOCALS; OR ANY OTHER LABOR ORGANIZATION** by refusing to furnish them with requested information concerning supervisors which is relevant and necessary to the unions' collective bargaining duties.

WE WILL NOT in any like or related manner interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, furnish the union with the information concerning supervisors which is described or referred to in the complaint issued in the instant case.

UNITED STATES POSTAL SERVICE
(Employer)

Dated: _____

By: _____
(Representative) (Title)