

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

American Postal Workers Union, AFL-CIO (United States Postal Service)

**Cases 05-CB-150339
05-CB-150853**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **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 in prominent places on its bulletin boards maintained at facilities of the United States Postal Service (the Employer) where maintenance craft employees who received, or were eligible to receive, proceeds from the December 2014 Associate Office Infrastructure arbitration award (“the AOI Award”) are employed. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will fully cooperate with any requests regarding obtaining access for agents of the Regional Director to these facilities for the purpose of monitoring compliance with this posting requirement. The Regional Director will also send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facilities for 60 consecutive days from the date of posting. It is expressly understood that neither a copy of this Agreement, nor any other notice describing the terms of this Agreement (including the Non-Admission clause) shall be posted with the Notice to Employees and Members.

INTRANET/WEBSITE POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet or website where notices to employees or members are customarily posted and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Notice will be posted in a manner so that it is accessible to all bargaining unit employees, regardless of membership status in the Charged Party. The Charged Party will send an e-mail 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.

PAYMENTS— Within 28 days from approval of this Agreement, unless extended by the Regional Director, the Charged Party will pay the approximately 7,189 employees it deemed eligible to receive a portion of the 2014 AOI Award. Each employee will receive a pro rata share of \$770,804.58, as set forth below.

\$101.59/employee (principal) + \$5.63/employee (interest) = **\$107.22/employee**

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 this 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 cases provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

RESTRICTED FUND – The Charged Party shall retain \$330,326.70 in a bank account (the Restricted Fund) separate from the Charged Party's general treasury. No other funds shall be commingled with the monies placed in the Restricted Fund. The Charged Party may only apply funds placed in the Restricted Fund towards: (1) expenses reasonably related to the enforcement of the prospective portion of the 2010 AOI arbitration award through further arbitration or court proceedings; or (2) grievances, arbitrations, and litigation reasonably related to the opposition of Article 32 contracting out of maintenance craft bargaining unit work. The determination about whether these expenses are reasonably related to these identified purposes shall be made by the Regional Director within his or her discretion. The Charged Party shall provide, in writing and with supporting documents, an accounting of withdrawals from the Restricted Fund to the Region's Compliance Officer, and the purpose(s) to which the withdrawn funds were applied. This accounting shall be submitted quarterly and no later than the 15th day after the end of each calendar quarter (i.e., January 15, April 15, July 15, and October 15), or the first business day thereafter if the 15th day falls on a weekend or federal holiday. The accounting shall set forth all applicable withdrawals from the Restricted Fund incurred during the most recent completed calendar quarter, and the total amount withdrawn from the Restricted Fund to that date. In addition to the quarterly reports described above, the Charged Party will furnish the Region's Compliance Officer with any information concerning the Restricted Fund within 14 days of any written request from the Region's Compliance Officer.

The Charged Party shall inform the Regional Director, in writing, if the Restricted Fund has been exhausted, and such notification shall occur no later than 14 days after the Charged Party's final withdrawal of funds. All funds remaining in the Restricted Fund three years from the date of the Regional Director's approval of this Agreement shall be distributed in equal shares to the individuals receiving payments pursuant to this Agreement.

NON-ADMISSION – The signing of this Settlement Agreement by the Charged Party does not constitute an admission that it has violated the Act. Similarly, by approving this Settlement Agreement, the Regional Director does not concede that the Charged Party did not violate the Act.

Charged Party American Postal Workers Union, AFL-CIO (APWU)		Charging Party Louis Mazurek	
By: Name and Title	Date	By: Name and Title	Date
/s/ Anton Hajjar Attorney	11/8/16	/s/ Aaron Solem, Esq. Attorney	11/14/16
		Charging Party Scott Alvin Fontaine	
		By: Name and Title	Date
		/s/ Aaron Solem, Esq. Attorney	11/14/16
Recommended By:	Date	Approved By:	Date
/s/ Chad Horton Chad Horton, Field Attorney	11/15/16	/s/ Charles L. Posner Regional Director, Region 5	11/21/16

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your employer 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 retain money from arbitration awards and settlements without a reasonable basis, and consistent with our duty of fair representation, for doing so.

WE WILL compensate maintenance craft employees who previously received arbitration award proceeds resulting from the 2014 Associate Office Infrastructure (AOI) arbitration award (AOI Award), with interest. This payment will be made from the AOI Award proceeds that we retained following the arbitrator's December 2014 arbitration award resulting from our grievance concerning the subcontracting of AOI bargaining unit work.

WE WILL set aside a portion of the retained AOI Award proceeds in a fund (the Restricted Fund) to be used exclusively for representational purposes relating to the enforcement of the prospective portion of a 2010 AOI arbitration award, and expenses related to grievances, arbitrations, and other legal proceedings directed at opposing the contracting out of maintenance craft bargaining unit work.

WE WILL provide the Regional Director of Region 5 of the National Labor Relations Board with a quarterly accounting setting forth all funds withdrawn from the Restricted Fund, and the purpose(s) to which those funds were applied.

WE WILL, after three years, distribute all remaining funds in the Restricted Fund, if any, to maintenance craft employees who previously received AOI Award proceeds resulting from the 2014 AOI arbitration award.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

American Postal Workers Union, AFL-CIO (APWU)
(Labor Organization)

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.

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

Telephone: (410) 962-2822
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED 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.