

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

United States Postal Service

Cases 05-CA-140690 and
05-CA-143686

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 in conspicuous places where the Charged Party customarily posts communications with employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET 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 (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 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.

READING OF NOTICE—The Charged Party will hold meetings, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Charged Party will read the Notice in Cases 05-CA-140690 and 05-CA-143686 in English. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The reader of the Notice will, prior to reading the Notice, state: *There has been a settlement of unfair labor practice charges with the APWU, the NRLCA, the NALC, and the NPMHU relating to the recent cybersecurity breach. As a result of these settlements, the United States Postal Service has posted four notices to employees provided by the NLRB. In order to maintain good labor relations and resolve issues, we are letting you know that these notices are available for your review and I will read one of them now.* [Charged Party official reads Notice in Cases 05-CA-140690 and 05-CA-143686, substituting "American Postal Workers Union, AFL-CIO" with "Union" in the first WE WILL NOT paragraph of the Notice]. *You can find each of the notices as they pertain to the individual unions, based on the charges they filed, where we customarily post such notices and on Lite Blue.*

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 cases, relating to the Charged Party's handling of the 2014 cybersecurity breach, and does not settle any other issues 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 that evidence. By

approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

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.

BARGAINING — The parties will meet for bargaining over the impact and effects of the data breach within seven (7) days' notice from the Unions. Bargaining sessions will be for a length and frequency as determined by the Unions until a resolution is reached or the parties reach good faith impasse. For purposes of this bargaining only, the APWU, NALC, NRLCA, and NPMHU will bargain jointly, although each Union reserves the right to bargain individually over matters particular to their bargaining unit. The chief negotiator and spokesperson for the Charged Party in these negotiations will be Vice President Doug Tulino or his designee.

The Charged Party agrees to arrange for in-person information bargaining sessions, at the request of the Unions, at which the Charged Party will make available subject matter expert(s) who can address in detail issues about the possible risks to bargaining unit employees and mitigation strategies and options, as well as answer questions from the Unions about the data breach.

The Charged Party agrees to bargain in good faith, but with no obligation to reach agreement, over a method of impasse resolution in the event bargaining reaches a good faith impasse.

INFORMATION— For future information requests concerning the cybersecurity breach, the Charged Party will respond to the requesting Union, with copies to the other Unions, within seven (7) days of receipt of the request in writing and addressing the following: (a) acknowledging receipt of the request, (b) identifying a point of contact within the Charged Party for questions about the request, (c) providing the requested information or, if the information cannot be provided with the initial response, identifying a date by which the information will be provided, and (d) raising any limits on providing the requested information and proposed solutions. The Charged Party agrees to provide substantive responses to information requests concerning the data breach in an expedited manner, by which the parties understand to mean that complete substantive responses will be provided as quickly as possible but not more than thirty (30) days after receipt of a request except when the Charged Party gives written notice of specific circumstances that make a timely response impossible. Every seven (7) days after its initial response, the Charged Party will provide the unions with a status update on any information that has not been provided.

The Unions reserve the right to make joint information requests or individual information requests. The Unions will make a good faith effort to prevent duplication between their individual requests by copying the other Unions on any individual requests. The Charged Party's information request responses will be provided to all of the Unions regardless of who made the original request. The Charged Party will not charge the Unions for any of the information responsive to their cybersecurity breach requests.

If the Charged Party requires confidentiality or non-disclosure agreements from the Union, such agreements will be as narrow as possible and the Charged Party will provide the covered information immediately prior to finalization of the agreement. The Union understands that it will not receive and the Charged Party will not provide personally identifiable financial or personal information about individual employees.

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.

Yes _____
 Initials

No _____
 Initials

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 reissue the complaint previously issued on March 31, 2015 in the instant case(s) that will include the allegations spelled out above in the Scope of Agreement section. 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 the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. 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/Respondent at the last address provided to the General Counsel.

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 /s/ Roderick Eves Deputy Managing Counsel	Date 5/19/15	By: Name and Title /s/ Mark Dimondstein	Date 5/19/15
Recommended By: /s/ Daniel M. Heltzer Field Attorney	Date 5/19/15	Approved By: /s/ Charles L. Posner Regional Director, Region 5	Date 5/21/15