

**UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

Leonard Green  
Clerk

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Filed: August 14, 2012

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Re: Case No. 86-6043/10-2376, *NLRB v. USPS*  
Originating Case No. : 7-CA-23958 : 7-CA-52751

Dear Sir or Madam,

The Court issued the enclosed Order today in this case.

Sincerely yours,

s/Julie Brock  
Case Manager  
Direct Dial No. 513-564-7011

Enclosure

Mandate to issue

Nos. 86-6043 & 10-2376

UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT



NATIONAL LABOR RELATIONS BOARD, )  
 )  
Petitioner, )  
 )  
v. )  
 )  
UNITED STATES POSTAL SERVICE, )  
 )  
Respondent. )

C O N S E N T O R D E R

Before: COLE, GIBBONS, and DONALD, Circuit Judges.

The National Labor Relations Board (“Board”) and the United States Postal Service (“Postal Service”) having entered into a Stipulation for the entry of this Consent Order, it is hereby

1. **ORDERED** that the Stipulation dated May 30, 2012, is approved and shall be filed.
2. **IT IS FURTHER ORDERED** that (1) all the Postal Service facilities constituting the Detroit, Michigan Post Office or found within the geographical boundaries of the City of Detroit, Michigan; (2) all the Postal Service facilities constituting the Ann Arbor, Michigan Post Office or found within the geographical boundaries of the City of Ann Arbor, Michigan; and (3) the Detroit, Michigan Network Distribution Center (“NDC”) presently located in Allen Park, Michigan, at which facilities there are located employees represented by the American Postal Workers Union, AFL-CIO (“National APWU”) and serviced by its constituent local union, Detroit District Area Local (“Detroit Local”), (*see* U.S. Postal Facility List in Attachment A hereto), shall: (a) fully comply with the Consent Order, and the requirements of the Judgments entered by this Court on March 2, 1988 and

Nos. 86-6043 &amp; 10-2376

- 2 -

December 8, 2010, and not in any way, by action or inaction, engage in, induce, encourage, permit or condone any violation of the requirements of said Orders or Judgments; and (b) refrain from failing to provide information, from unduly delaying in providing information, or from in any like or related manner failing or refusing to bargain in good faith either with the National APWU as the collective bargaining representative of contractually-designated employees at those facilities or with the Detroit Local as the servicing agent of the National APWU. This provision shall also apply to any new or relocated facilities within the City of Detroit that may be created following the entry of this Consent Order at which employees represented by the National APWU and serviced by its Detroit Local shall work.

3. **IT IS FURTHER ORDERED** that within ten (10) days of entry of this Consent Order, the Postal Service will have identified to each labor organization representing employees working at any of the facilities, listed in Attachment A hereto, and any new or relocated facilities within the City of Detroit which may be created following the entry of this Consent Order at which employees represented by the National APWU and serviced by its Detroit Local work, one or more individuals for each of these facilities to act as the Designated Management Official(s) (“DMO”) to whom the labor organizations and its agents shall submit requests for information. This shall include the job title(s) of the official(s) so designated. Any updates of this list shall be supplied to the labor organizations promptly. The Postal Service will provide a complete list of DMO(s) for the Post Office and City of Detroit, the Post Office and City of Ann Arbor, and the Detroit NDC on at least an annual basis by providing each union officer and steward a notice either electronically or by hard copy informing the officers and stewards of the DMO(s). This provision shall not be construed to alter in any way the provisions of the collective bargaining agreements covering this subject.

Nos. 86-6043 &amp; 10-2376

- 3 -

4. **IT IS FURTHER ORDERED** that the Postal Service, within sixty (60) work days after entry of the Consent Order, shall have in place a log covering the facilities listed in Attachment A that (a) lists each request for information given to the Postal Service DMO; (b) lists the date of receipt; (c) lists the name of the person making the request; (d) either attaches a copy of the request or generally describes what information is requested; and (e) lists the date the Postal Service responded to the request and outlines what information was provided. The Postal Service shall provide copies of such logs to Region 7 or the Contempt Litigation and Compliance Branch (“CLCB”) upon request, within fourteen (14) days of the request.

De minimis omissions of information from the log shall not be deemed contempt under this Consent Order unless it is accompanied by otherwise actionable failures or unreasonable delays in furnishing information which are being pursued in contempt proceedings.

5. **IT IS FURTHER ORDERED** that the Postal Service shall, within ten (10) days after entry of the Consent Order, provide a copy of this Consent Order to all current supervisors or managers, including temporary supervisors acting in that capacity for at least ten (10) consecutive calendar days, at all facilities covered by this Order along with written instructions directing those persons to comply with the provisions of the Consent Order. The instructions shall underscore that unprivileged or unwarranted refusals and unreasonable delays in supplying information required under the National Labor Relations Act to be provided to labor organizations shall not be tolerated by the Postal Service, and that any unwarranted failure by these supervisors and managers to adequately cooperate with the assigned DMO(s), or any failure by the assigned DMO(s), that causes either an unprivileged or unwarranted failure to provide requested information or causes an unreasonable delay in providing such information to the APWU or its servicing Local will subject

Nos. 86-6043 &amp; 10-2376

- 4 -

the responsible DMO, supervisor or manager to discipline by the Postal Service as may be appropriate in light of the relevant facts and circumstances, up to and including discharge. The Postal Service shall also provide all future supervisors or management officials, including temporary supervisors acting in that capacity for at least ten (10) consecutive calendar days, in the postal facilities referenced above, with a copy of said Consent Order and written instructions promptly upon their assuming those positions. Each person receiving these documents shall acknowledge in writing that he or she has been furnished with a copy thereof, understands them and will conduct himself or herself consistently therewith, and will not in any way commit, engage in, induce, encourage, permit, or condone any violation of this Consent Order. The Postal Service shall retain and supply copies of those acknowledgments and the written instructions to CLCB and/or Region 7 within ten (10) days of a request.

6. **IT IS FURTHER ORDERED** that the Postal Service, on at least an annual basis, shall conduct training for all DMO(s), supervisors or managers, including temporary supervisors acting in that capacity for at least ten (10) consecutive calendar days when the training is provided, at facilities listed in Attachment A hereto, as well as any new or relocated facilities within the City of Detroit which may be created following the entry of this Consent Order at which employees represented by the National APWU and serviced by its Detroit Local work, regarding the Postal Service's obligation to provide information pursuant to bargaining agreements, the National Labor Relations Act, and the judgments and orders of this Court as outlined in paragraph 5 of this Order. The training shall reference the Postal Service's intolerance for unreasonable refusals to provide or delays in providing relevant information to labor organizations and possible discipline for such infractions as set forth in paragraph 5. Each individual provided with such training shall sign an

Nos. 86-6043 &amp; 10-2376

- 5 -

acknowledgment that he or she understands the obligation of the Postal Service to provide information, and that he or she will conduct himself or herself in all respects consistently therewith. Copies of these acknowledgments shall be retained by the Postal Service and shall be furnished upon request to Region 7 or the CLCB.

7. **IT IS FURTHER ORDERED** that the Postal Service shall conduct semiannual audits of the logs created in compliance with paragraph 4 to ensure that information requests are being handled in a timely and appropriate manner and that the logs referenced in paragraph 4 are being properly maintained. To the extent that such audits indicate that requests are not being responded to in a timely and appropriate manner, or that the logs referenced in paragraph 4 are not being properly maintained, remedial training shall be provided to all persons in a supervisory or managerial capacity who were or are involved in the process of providing information to the Unions at the applicable facility (including those who are acting in that capacity when the training is provided). The Postal Service shall maintain records of the audits and the remedial training for a period of three years following their effectuation, and shall provide the audit reports and records of training upon request of Region 7 and/or the CLCB.

8. **IT IS FURTHER ORDERED** that the Postal Service shall post a notice prepared by the Board in conspicuous places where notices to employees are customarily posted, in all facilities listed in Attachment A hereto, for a period of sixty (60) consecutive days. The notice shall be signed by an appropriate representative on behalf of the Postal Service, and shall be maintained in clearly legible condition throughout the 60-day period. The Postal Service shall further insure that the notices are not altered, defaced or covered by any other material. The Postal Service shall provide

Nos. 86-6043 &amp; 10-2376

- 6 -

the Board's Region 7 with a signed copy of the notice and a certification of the dates and locations of the posting, and shall give the Board reasonable access to check the posting.

9. **IT IS FURTHER ORDERED** that the Postal Service shall mail the above notice to each bargaining unit employee who is employed at any of the facilities listed in Attachment A hereto, and represented by the National APWU and serviced by its Detroit Local at the time of mailing. The Postal Service shall provide the Board's Region 7 with a list of those persons to whom the notice was mailed together with proof of the mailing, within fourteen (14) days of mailing.

10. **THIS ORDER** permits the parties, only by mutual consent evidenced by a writing jointly executed by them and filed for approval with the Court, to modify certain coverages, procedures and methodologies of compliance outlined in this Order. Specifically, the parties may alter those coverages, procedures and methodologies to take into account the benefits of technological changes; deficiencies and improvements in implementation revealed by their experience under the scheme of compliance presently created by this Order; alterations in the business organization of the Respondent; and such other considerations as the parties deem appropriate consonant with the remedial purpose of this Order. Such written modification(s) will become the Order of this Court upon approval by the Court.

11. **IT IS FURTHERED ORDERED** that in order to assure against violations of this Consent Order, the Court **HEREBY IMPOSES** against the Postal Service a prospective fine of up to \$17,500 for each and every future violation of this Consent Order, and a further fine of up to \$300 per day for each day the Court finds the violations have continued. The amount of the fine, if any, to be imposed by the Court shall depend upon the scope and severity of the violations. The Board and the Postal Service will have the right to adduce evidence during any contempt proceeding as to

Nos. 86-6043 & 10-2376

- 7 -

the propriety and/or the amount of the fine the Board seeks. Fines may only be imposed as a result of the Board instituting a new civil contempt proceeding in this Court, in which the Board shall be required to establish its allegations by clear and convincing evidence.

12. **THIS ORDER** shall not preclude the Board from requesting such other remedies as it deems appropriate to remedy contumacious conduct.

ENTERED BY ORDER OF THE COURT



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Clerk

**Attachment A**

Ann Arbor – Liberty Station	200 East Liberty	Ann Arbor, 48107-9998
Ann Arbor – S. University Station	1210 S. University	Ann Arbor, 48104-9998
Ann Arbor Main Post Office	2075 West Stadium Blvd	Ann Arbor, 48103
Ann Arbor – Green Road	3000 Green Road	Ann Arbor, 48105
Brightmoor	20615 Fenkell Street	Detroit
College Park	20501 Livernois Avenue	Detroit
Detroit Customer Care Center Pilot*	1927 Rosa Parks Blvd	Detroit, 48216
Detroit Network Distribution Center (NDC)	17500 Oakwood Blvd	Allen Park, 48101
Detroit Processing and Distribution Center (P & DC)	1401 West Fort Street	Detroit, 48233
Detroit Vehicle and Maintenance Facility (VMF)	1770 14th Street	Detroit, 48216-1840
Fenkell	2720 Fenkell Street	Detroit
Ferndale Finance	22681 Woodward Avenue	Ferndale
Fisher Finance	3011 West Grand Boulevard	Detroit
Fox Creek	12711 East Jefferson Avenue	Detroit
George Washington Young	1401 West Fort Street	Detroit
Grand River Finance	4744 Grand River Avenue	Detroit
Grand Shelby	1760 Vermont Street	Detroit
Gratiot	3434 Chene Street	Detroit
Grosse Pointe	18640 Mack Avenue	Grosse Pointe Farms
Hamtramck	2933 Caniff Street	Hamtramck
Hamtramck Annex	14600 Dequindre Street	Detroit
Harper	10254 Gratiot Avenue	Detroit
Highland Park	13215 Woodward Avenue	Highland Park

Jefferson	10721 East Jefferson Avenue	Detroit
Joyfield	16500 Joy Road	Detroit
Kensington	17375 Harper Avenue	Detroit
Linwood Finance	2701 Joy Road	Detroit
Livernois	3969 Livernois Avenue	Detroit
Mount Elliot	5511 East Seven Mile Road	Detroit
North End	60 East Milwaukee Street	Detroit
Northwestern	9650 Grand River Avenue	Detroit
Oak Park	14200 West Eight Mile Road	Oak Park
Old Redford Finance	22503 Grand River Avenue	Detroit
Parkgrove	14461 East Seven Mile Road	Detroit
Penobscot Finance	645 Griswold Street, Suite 100	Detroit
Priority Mail Center	30003 Van Born Road	Romulus
Redford	12245 Beech Daily Road	Redford
Redford Annex	21631 West Seven Mile Road	Detroit
Renaissance Finance	200 Renaissance Center, L3	Detroit
River Rouge	10455 Jefferson Avenue	River Rouge
Seven Oaks	17625 West Seven Mile Road	Detroit
Springwells	1901 Springwells Street	Detroit
Strathmoor	13426 Schaefer Highway	Detroit

\*The Detroit Customer Care Center Pilot and its successor organizations, are covered by the Consent Order, but only so long as physically located in the geographic boundaries of the City of Detroit.

**UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

<b>NATIONAL LABOR RELATIONS BOARD,</b>	:	
	:	<b>Nos. 86-6043</b>
	:	<b>10-2376</b>
<b>Petitioner,</b>	:	<b>12-1597</b>
	:	<b>12-2158</b>
	:	<b>12-2375</b>
	:	<b>14-2388</b>
	:	<b>15-1274</b>
	:	<b>15-1573</b>
<b>UNITED STATES POSTAL SERVICE,</b>	:	<b>15-1681</b>
	:	<b>15-1868</b>
	:	<b>17-1519</b>
<b>Respondent.</b>	:	

**JOINT MOTION FOR APPROVAL OF  
STIPULATION AND PROPOSED CONSENT ORDER**

The National Labor Relations Board (the Board) and the United States Postal Service, the sole parties to this litigation, hereby jointly move the Court to approve the annexed stipulation and proposed Consent Order in settlement of the contempt petition filed by the Board on February 5, 2018.

UNITED STATES POSTAL SERVICE

NATIONAL LABOR RELATIONS BOARD

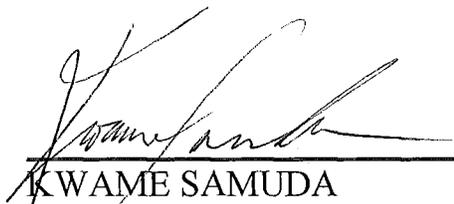
  
 \_\_\_\_\_  
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 (202) 273-3746

Dated this 2<sup>nd</sup> day of  
February, 2018  
in St. Louis, MO.

Dated this 5<sup>th</sup> day of  
February, 2018  
in Washington, D.C.

Respectfully submitted,



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National Labor Relations Board  
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1015 Half Street, S.E., Fourth Floor  
Washington, D.C. 20003

Dated at Washington, D.C.

this 5th day of February 2018.

**UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

<b>NATIONAL LABOR RELATIONS BOARD,</b>	:	
	:	<b>Nos. 86-6043</b>
	:	<b>10-2376</b>
<b>Petitioner,</b>	:	<b>12-1597</b>
	:	<b>12-2158</b>
	:	<b>12-2375</b>
	:	<b>14-2388</b>
	:	<b>15-1274</b>
	:	<b>15-1573</b>
<b>UNITED STATES POSTAL SERVICE,</b>	:	<b>15-1681</b>
	:	<b>15-1868</b>
	:	<b>17-1519</b>
<b>Respondent.</b>	:	

**STIPULATION FOR ENTRY OF CONSENT ORDER**

Subject to the approval of the United States Court of Appeals for the Sixth Circuit, the National Labor Relations Board (“Board”) and the United States Postal Service (“Postal Service”) hereby stipulate and agree as follows:

1. On March 2, 1988 (No. 86-6043), December 8, 2010 (No. 10-2376), June 21, 2012 (No. 12-1597), December 6, 2012 (No. 12-2158), January 24, 2013 (No. 12-2375), December 3, 2014 (No. 14-2388), April 10, 2015 (No. 15-1274), July 2, 2015 (No. 15-1573), August 27, 2015 (No. 15-1681), September 21, 2015 (No. 15-1868), and July 12, 2017 (No. 17-1519), this Court entered judgments requiring, among other things, the Postal Service, at certain of its facilities in the State of Michigan, to cease and desist from refusing to bargain in good faith with the American Postal Workers Union, AFL, CIO (“APWU”), its Local 295 (also known

as the Detroit District Area Local), or its Local 480-481, and with the National Association of Letter Carriers, AFL-CIO (“NALC”), or its Branches 434, 654, and 3126, by failing to provide, or unduly delaying in providing, information to the aforementioned unions that is relevant and necessary to the performance of their duties as the exclusive collective bargaining representatives of separate units of employees employed by the Postal Service. The judgments further require the Postal Service from, in any like or related manner, interfering with, restraining, or coercing employees in the exercise of their rights guaranteed them by the National Labor Relations Act, as amended (“the Act”), 29 U.S.C. §§ 151-169.

2. On August 14, 2012, this Court entered a consent order to remedy the Postal Service’s violations of judgments entered by this Court on March 2, 1988 (No. 86-6043) and December 8, 2010 (No. 10-2376). The consent order, in relevant part, requires the Postal Service to:

. . . refrain from failing to provide information, from unduly delaying in providing information, or from in any like or related manner failing or refusing to bargain in good faith either with the National APWU as the collective bargaining representative of contractually-designated employees at those facilities or with the Detroit Local as the servicing agent of the National APWU.

This consent order further provides for the imposition of prospective fines against the Postal Service of up to \$17,500.00 for each and every future violation of the consent order and an additional fine of up to \$300.00 per day for each day the Court finds any such violations have continued.

3. The judgments referenced in paragraph no. 1 above (collectively, “the Judgments”) and the 2012 consent order have been in full force and effect since their entry, and at all material times the Postal Service has had notice and knowledge of the terms thereof.

4. On February 5, 2018, the Board filed its Petition for Adjudication in Civil Contempt and for Other Civil Relief (“Contempt Petition”) alleging that the Postal Service violated the Judgments and the 2012 consent order by failing to furnish, and unduly delaying in furnishing, information requested by APWU or its Locals 295 and 480-481, and by NALC or its Branches 434, 654, and 3126, that is relevant and necessary to the performance of their duties as the exclusive collective bargaining representatives of separate units of employees employed by the Postal Service.

5. The Board and the Postal Service agree that the allegations set forth in the Contempt Petition and in Board Cases 7-CA-170078, 7-CA-189614, and 7-CA-201876, 7-CA-194812, 7-CA-180698, 7-CA-200332, 7-CA-154020, 7-CA-201958, 7-CA-201997, 7-CA-187404, 7-CA-194371, 7-CA-188865, 7-CA-199266, 7-CA-197394, 7-CA-198453, 7-CA-204428, and 7-CA-208098 may be resolved and disposed of by entry of the attached proposed Consent Order, which includes the payment of assessed fines to the Board in the amount of \$47,500.00, which has been agreed to by the parties.

6. This Stipulation and the proposed Consent Order contain the entire agreement between the parties, and there is no other agreement of any kind, verbal or otherwise, with respect to the subjects of this Stipulation and the proposed Consent Order. It is expressly understood that entry of this Stipulation and the Consent Order resolve only the issues set forth in the Contempt Petition and the Board cases identified herein and do not constitute a settlement of any other case(s) or matter(s). This Stipulation does not preclude persons from filing charges with the Board, the General Counsel of the Board from prosecuting complaints, or the Board from hearing and resolving any matter timely and properly presented under the Act in other cases and matters regardless of whether such matters are known to the Board's General Counsel or are readily discoverable. The General Counsel reserves the right to use evidence obtained in its investigation of this case for any relevant and material purpose in the litigation of any other case, and a judge, the Board, and the courts may make findings of fact and/or conclusions of law with respect to such evidence, provided the Postal Service has an opportunity to present evidence for consideration by a judge, the Board and the courts which may also be the basis for findings of fact and/or conclusions of law.

7. The parties will jointly move the Court to approve and enter the attached Consent Order.

8. The attached Consent Order, upon its entry, shall supersede the August

14, 2012 consent order.

UNITED STATES POSTAL SERVICE

NATIONAL LABOR RELATIONS BOARD



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(202) 273-3746

Dated this 2<sup>nd</sup> day of  
February, 2018  
in St. Louis, MO.

Dated this 5<sup>th</sup> day of  
February, 2018  
in Washington, D.C.

**UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

<b>NATIONAL LABOR RELATIONS BOARD,</b>	:	
	:	<b>Nos. 86-6043</b>
	:	<b>10-2376</b>
<b>Petitioner,</b>	:	<b>12-1597</b>
	:	<b>12-2158</b>
	:	<b>12-2375</b>
	:	<b>14-2388</b>
	:	<b>15-1274</b>
	:	<b>15-1573</b>
<b>UNITED STATES POSTAL SERVICE,</b>	:	<b>15-1681</b>
	:	<b>15-1868</b>
	:	<b>17-1519</b>
<b>Respondent.</b>	:	

**CONSENT ORDER**

The National Labor Relations Board (“Board”) and the United States Postal Service (“Postal Service”), having entered into a Stipulation for the entry of this consent order (“Consent Order”), it is hereby

**I. ORDERED** that the Stipulation dated February 5, 2018, is approved and shall be filed.

**II. IT IS FURTHER ORDERED** that the Postal Service shall, at the facilities listed below (collectively, the “covered facilities”), fully comply with this Consent Order and the judgments entered by this Court on March 2, 1988 (No. 86-6043), December 8, 2010 (No. 10-2376), June 21, 2012 (No. 12-1597), December 6, 2012 (No. 12-2158), January 24, 2013 (No. 12-2375), December 3, 2014 (No. 14-2388), April 10, 2015 (No. 15-1274), July 2, 2015 (No. 15-1573), August 27,

2015 (No. 15-1681), September 21, 2015 (No. 15-1868), and July 12, 2017 (No. 17-1519) (collectively, “Judgments”), and not in any way, by action or inaction, engage in, induce, encourage, permit or condone any violation of this Consent Order or the Judgments:

- All Postal Service facilities constituting the Detroit, Michigan Post Office or found within the geographical boundaries of the City of Detroit, Michigan;
- All Postal Service facilities constituting the Ann Arbor, Michigan Post Office or found within the geographical boundaries of the City of Ann Arbor, Michigan;
- The Detroit Michigan Network Distribution Center presently located in Allen Park, Michigan;
- The Postal Service’s Michigan Metroplex Processing & Distribution Center, located at 711 North Glenwood Avenue in Pontiac, Michigan;
- The Postal Service’s Algonac, Birmingham, Brighton, Centerline, Clawson, Detroit Air Mail Center, Detroit Bulk Mail Center, Eastpointe, Farmington Hills, Fraser, Hazel Park, Inkster, Lincoln Park, Livonia, Madison Heights, Marine City, Monroe, Mt. Clemens, New Baltimore, Northville, Novi, Priority Mail Center, Roseville, Royal Oak, Southfield, South Lyon, St. Clare Shores, Taylor, Troy, Walled Lake, and Ypsilanti

facilities in Michigan; and

- Any new or relocated Postal Service facilities that may be created in Detroit, Ann Arbor, Algonac, Birmingham, Brighton, Centerline, Clawson, Eastpointe, Farmington Hills, Fraser, Hazel Park, Inkster, Lincoln Park, Livonia, Madison Heights, Marine City, Monroe, Mt. Clemens, New Baltimore, Northville, Novi, Roseville, Royal Oak, Southfield, South Lyon, St. Clare Shores, Taylor, Troy, Walled Lake, and Ypsilanti, Michigan, as well as any covered facilities that may be relocated outside their existing localities following entry of this order.

**III. IT IS FURTHER ORDERED** that in accordance with the parties' Stipulation and the prospective fines schedule set forth in this Court's previous consent order in Nos. 86-6043 and 10-2376, entered on August 14, 2012, this Court imposes a fine in the amount of \$47,500.00, representing a compromised determination of the fines sought for the Postal Service's alleged violations of the March 2, 1988 judgment in No. 86-6043, the December 8, 2010 judgment in No. 10-2376, and the August 14, 2012 consent order in Nos. 86-6043, and 10-2376, and hereby orders the Postal Service to pay this amount to the Board within sixty (60) days of entry of this Consent Order.

**IV. IT IS FURTHER ORDERED** that this Consent Order supersedes the previous consent order entered on August 14, 2012, in Nos. 86-6043 and 10-2376.

**V. IT IS FURTHER ORDERED** that the Postal Service, its officers, agents, successors, and assigns, shall cease and desist from:

(a) Refusing to bargain in good faith with the American Postal Workers Union, AFL, CIO (“APWU”), its Local 295 (also known as the Detroit District Area Local), or its Local 480-481; the National Association of Letter Carriers, AFL-CIO (“NALC”), or its Branches 434, 654, and 3126; or any other labor organization representing employees at the covered facilities, by failing to provide, or unduly delaying in providing, information to the aforementioned unions or to any other labor organization that is relevant and necessary to the performance of their duties as the exclusive collective bargaining representatives of separate units of employees employed by the Postal Service at the covered facilities; and

(b) In any like or related manner, failing or refusing to bargain in good faith with the aforementioned unions or with any other labor organization at the covered facilities in contravention of their obligations under the National Labor Relations Act, as amended (the “Act”), 29 U.S.C. §§ 151-169.

**VI. IT IS FURTHER ORDERED** that within fourteen (14) days after entry of this Consent Order, the Postal Service shall provide APWU or its Locals 295 and 480-481, and NALC or its Branches 434, 654, and 3126, with the information they requested, which requests are described in Paragraphs XVI(C), XVI(D), XVI(E), XVI(F), XVI(G), XVI(H), XVII(A), XVII(B), XX(B), and XXI(F) of the

Board's Petition for Adjudication in Civil Contempt and for Other Civil Relief filed simultaneously herewith, to the extent the information has not already been supplied.

**VII. IT IS FURTHER ORDERED** that for the purposes of ensuring and facilitating supervision of the Postal Service's compliance with its obligations under this Consent Order, and without limiting the rights of the aforementioned unions or any other labor organization under either the Act or their collective-bargaining agreements, the Postal Service shall:

(a) Within fourteen (14) days of any request, provide, for the time periods so requested, the Board with the name(s) of the Postal Service RFI Coordinator and/or any other representative(s) responsible for ensuring compliance with information requests, bargaining obligations and/or other particular terms encompassed by this Consent Order and the Judgments.

(b) Maintain a functional internal tracking system for the covered facilities that identifies and logs the following for each request for information submitted by APWU or its Locals 295 and 480-481, and NALC or its Branches 434, 654, and 3126, contemporaneously with the receipt of each request:

- 1) the date listed on the request;
- 2) the date of receipt by the Postal Service;
- 3) the name of the person and union making the request;

- 4) a general description of the requested information;
- 5) the date(s) the information was provided with a description of the information provided and the identity and job title of the responder; and
- 6) if any request for information is denied in whole or in part, the date(s) of denial together with the reason(s) for each such denial and the position(s) and identity(ies) of the official(s) denying the request.

The internal tracking system shall be maintained in a manner that, at a minimum, will permit retrieval according to the date listed on the request. In the event that an information request is received by or otherwise referred to offices beyond the station level for assistance, and a response to the request is provided by these offices, the internal tracking system for the facility or office to which the referral is made shall include all of the above information pertaining to the request referred to that facility or office.

(c) Within fourteen (14) days of any request, the Postal Service shall provide, for the time periods so requested, the Board's regional office in Detroit ("Region 7") or the Board's Contempt, Compliance and Special Litigation Branch ("CCSLB") in Washington, D.C., with copies of all applicable records from the internal tracking system referenced in Paragraph VII(b) above.

(d) Any failure to properly and accurately maintain a tracking system shall be construed as a rebuttable presumption that the requested information was not timely provided.

**VIII. IT IS FURTHER ORDERED** that the Postal Service shall, within

fourteen (14) days after entry of this Consent Order, provide a copy of this Consent Order and a copy of the Notice to Employees referenced below, together with written instructions directing that each shall comply with the provisions of the Consent Order, to each District Manager (or equivalent management official), Postmaster (or equivalent management official), Postal Service RFI Coordinator or other Postal Service representative as referred to under Paragraph VII(a) above, and to all other supervisors and managers at the facilities covered by this Consent Order, including acting supervisors and temporary supervisors working in such capacity for at least ten (10) consecutive calendar days. Thereafter, the Postal Service shall provide a copy of this Consent Order and a copy of the Notice to Employees referenced below, together with written instructions directing that each shall comply with the provisions of the Consent Order, to any individual appointed, promoted, or designated to serve in any of the foregoing positions, within fourteen (14) days of such appointment, promotion, or designation. Each person receiving copies of this Consent Order and the Notice to Employees shall acknowledge in writing that he or she has been furnished with copies thereof, understands them, and will conduct himself or herself consistently therewith, and will not in any way commit, engage in, induce, encourage, permit, or condone any violation of this Consent Order. The Postal Service shall retain copies of these acknowledgments and written instructions and shall provide copies to Region 7 or

to CCSLB within ten (10) days of any request.

**IX. IT IS FURTHER ORDERED** that within ten (10) days after entry of this Consent Order, the Postal Service shall post a Notice to Employees drafted by the Board, alongside this Consent Order, at the covered facilities in conspicuous places where notices to employees are customarily posted, for a period of sixty (60) consecutive days. The Notice to Employees shall be signed by an appropriate representative on behalf of the Postal Service, and shall be maintained in clearly legible condition throughout the 60-day period. Copies shall also be sent to the Postal Service manager and supervisors at the covered facilities. In addition to physical posting of the paper Notice to Employees, the Postal Service shall distribute Notice to Employees electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the covered facilities customarily communicate with their employees by such means. The Postal Service shall further insure that the posted Notice to Employees are not altered, defaced or covered by any other material. The Postal Service shall, within fourteen (14) days from the initial date of posting, provide Region 7 and CCSLB with a signed copy of the Notice to Employees and a certification regarding the posting dates and posting locations. The Postal Service shall also provide agents and representatives of the Board reasonable access to inspect the notice posting.

**X. IT IS FURTHER ORDERED** that the Postal Service shall file a sworn

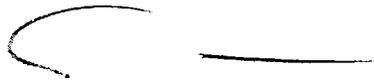
statement with the Clerk of this Court, and a copy thereof with the Regional Director of Region 7, within twenty-one (21) days after this Consent Order has been entered and again upon termination of the posting period, showing what steps have been taken to comply with the Court's directives.

**XI.** In order to assure against violations of this Consent Order, and the Judgments entered by this Court on March 2, 1988, December 8, 2010, June 21, 2012, December 6, 2012, January 24, 2013, December 3, 2014, April 10, 2015, July 2, 2015, August 27, 2015, September 21, 2015, and July 12, 2017, this **COURT HEREBY IMPOSES** against the Postal Service a prospective fine of up to \$17,500 for each future violation of this Consent Order, and a further fine of up to \$100 per day for each day the Court finds the violations to have continued.

**XII.** This Consent Order shall not preclude the Board from requesting such other remedies as it deems appropriate to remedy contumacious conduct.

**Approved as to form:**

UNITED STATES POSTAL  
SERVICE



RODERICK D. EVES  
Deputy Managing Counsel – NLRB  
United States Postal Service  
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NATIONAL LABOR RELATIONS  
BOARD



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bill.mascioli@nlrb.gov

Dated this 2<sup>nd</sup> day of February  
2018 in St. Louis, MO.

Dated this 5<sup>th</sup> day of February  
2018 in Washington, D.C.

**IT IS SO ORDERED**

Date: \_\_\_\_\_, 2018

\_\_\_\_\_  
Circuit Judge

Date: \_\_\_\_\_, 2018

\_\_\_\_\_  
Circuit Judge

Date: \_\_\_\_\_, 2018

\_\_\_\_\_  
Circuit Judge

**UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

Leonard Green  
Clerk

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Filed: August 14, 2012

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Re: Case No. 86-6043/10-2376, *NLRB v. USPS*  
Originating Case No. : 7-CA-23958 : 7-CA-52751

Dear Sir or Madam,

The Court issued the enclosed Order today in this case.

Sincerely yours,

s/Julie Brock  
Case Manager  
Direct Dial No. 513-564-7011

Enclosure

Mandate to issue

Nos. 86-6043 & 10-2376

UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT

**FILED**  
**Aug 14, 2012**  
LEONARD GREEN, Clerk

NATIONAL LABOR RELATIONS BOARD, )  
 )  
Petitioner, )  
 )  
v. )  
 )  
UNITED STATES POSTAL SERVICE, )  
 )  
Respondent. )

C O N S E N T O R D E R

Before: COLE, GIBBONS, and DONALD, Circuit Judges.

The National Labor Relations Board (“Board”) and the United States Postal Service (“Postal Service”) having entered into a Stipulation for the entry of this Consent Order, it is hereby

1. **ORDERED** that the Stipulation dated May 30, 2012, is approved and shall be filed.
2. **IT IS FURTHER ORDERED** that (1) all the Postal Service facilities constituting the Detroit, Michigan Post Office or found within the geographical boundaries of the City of Detroit, Michigan; (2) all the Postal Service facilities constituting the Ann Arbor, Michigan Post Office or found within the geographical boundaries of the City of Ann Arbor, Michigan; and (3) the Detroit, Michigan Network Distribution Center (“NDC”) presently located in Allen Park, Michigan, at which facilities there are located employees represented by the American Postal Workers Union, AFL-CIO (“National APWU”) and serviced by its constituent local union, Detroit District Area Local (“Detroit Local”), (*see* U.S. Postal Facility List in Attachment A hereto), shall: (a) fully comply with the Consent Order, and the requirements of the Judgments entered by this Court on March 2, 1988 and

Nos. 86-6043 &amp; 10-2376

- 2 -

December 8, 2010, and not in any way, by action or inaction, engage in, induce, encourage, permit or condone any violation of the requirements of said Orders or Judgments; and (b) refrain from failing to provide information, from unduly delaying in providing information, or from in any like or related manner failing or refusing to bargain in good faith either with the National APWU as the collective bargaining representative of contractually-designated employees at those facilities or with the Detroit Local as the servicing agent of the National APWU. This provision shall also apply to any new or relocated facilities within the City of Detroit that may be created following the entry of this Consent Order at which employees represented by the National APWU and serviced by its Detroit Local shall work.

3. **IT IS FURTHER ORDERED** that within ten (10) days of entry of this Consent Order, the Postal Service will have identified to each labor organization representing employees working at any of the facilities, listed in Attachment A hereto, and any new or relocated facilities within the City of Detroit which may be created following the entry of this Consent Order at which employees represented by the National APWU and serviced by its Detroit Local work, one or more individuals for each of these facilities to act as the Designated Management Official(s) (“DMO”) to whom the labor organizations and its agents shall submit requests for information. This shall include the job title(s) of the official(s) so designated. Any updates of this list shall be supplied to the labor organizations promptly. The Postal Service will provide a complete list of DMO(s) for the Post Office and City of Detroit, the Post Office and City of Ann Arbor, and the Detroit NDC on at least an annual basis by providing each union officer and steward a notice either electronically or by hard copy informing the officers and stewards of the DMO(s). This provision shall not be construed to alter in any way the provisions of the collective bargaining agreements covering this subject.

Nos. 86-6043 &amp; 10-2376

- 3 -

4. **IT IS FURTHER ORDERED** that the Postal Service, within sixty (60) work days after entry of the Consent Order, shall have in place a log covering the facilities listed in Attachment A that (a) lists each request for information given to the Postal Service DMO; (b) lists the date of receipt; (c) lists the name of the person making the request; (d) either attaches a copy of the request or generally describes what information is requested; and (e) lists the date the Postal Service responded to the request and outlines what information was provided. The Postal Service shall provide copies of such logs to Region 7 or the Contempt Litigation and Compliance Branch ("CLCB") upon request, within fourteen (14) days of the request.

De minimis omissions of information from the log shall not be deemed contempt under this Consent Order unless it is accompanied by otherwise actionable failures or unreasonable delays in furnishing information which are being pursued in contempt proceedings.

5. **IT IS FURTHER ORDERED** that the Postal Service shall, within ten (10) days after entry of the Consent Order, provide a copy of this Consent Order to all current supervisors or managers, including temporary supervisors acting in that capacity for at least ten (10) consecutive calendar days, at all facilities covered by this Order along with written instructions directing those persons to comply with the provisions of the Consent Order. The instructions shall underscore that unprivileged or unwarranted refusals and unreasonable delays in supplying information required under the National Labor Relations Act to be provided to labor organizations shall not be tolerated by the Postal Service, and that any unwarranted failure by these supervisors and managers to adequately cooperate with the assigned DMO(s), or any failure by the assigned DMO(s), that causes either an unprivileged or unwarranted failure to provide requested information or causes an unreasonable delay in providing such information to the APWU or its servicing Local will subject

Nos. 86-6043 &amp; 10-2376

- 4 -

the responsible DMO, supervisor or manager to discipline by the Postal Service as may be appropriate in light of the relevant facts and circumstances, up to and including discharge. The Postal Service shall also provide all future supervisors or management officials, including temporary supervisors acting in that capacity for at least ten (10) consecutive calendar days, in the postal facilities referenced above, with a copy of said Consent Order and written instructions promptly upon their assuming those positions. Each person receiving these documents shall acknowledge in writing that he or she has been furnished with a copy thereof, understands them and will conduct himself or herself consistently therewith, and will not in any way commit, engage in, induce, encourage, permit, or condone any violation of this Consent Order. The Postal Service shall retain and supply copies of those acknowledgments and the written instructions to CLCB and/or Region 7 within ten (10) days of a request.

6. **IT IS FURTHER ORDERED** that the Postal Service, on at least an annual basis, shall conduct training for all DMO(s), supervisors or managers, including temporary supervisors acting in that capacity for at least ten (10) consecutive calendar days when the training is provided, at facilities listed in Attachment A hereto, as well as any new or relocated facilities within the City of Detroit which may be created following the entry of this Consent Order at which employees represented by the National APWU and serviced by its Detroit Local work, regarding the Postal Service's obligation to provide information pursuant to bargaining agreements, the National Labor Relations Act, and the judgments and orders of this Court as outlined in paragraph 5 of this Order. The training shall reference the Postal Service's intolerance for unreasonable refusals to provide or delays in providing relevant information to labor organizations and possible discipline for such infractions as set forth in paragraph 5. Each individual provided with such training shall sign an

Nos. 86-6043 &amp; 10-2376

- 5 -

acknowledgment that he or she understands the obligation of the Postal Service to provide information, and that he or she will conduct himself or herself in all respects consistently therewith. Copies of these acknowledgments shall be retained by the Postal Service and shall be furnished upon request to Region 7 or the CLCB.

7. **IT IS FURTHER ORDERED** that the Postal Service shall conduct semiannual audits of the logs created in compliance with paragraph 4 to ensure that information requests are being handled in a timely and appropriate manner and that the logs referenced in paragraph 4 are being properly maintained. To the extent that such audits indicate that requests are not being responded to in a timely and appropriate manner, or that the logs referenced in paragraph 4 are not being properly maintained, remedial training shall be provided to all persons in a supervisory or managerial capacity who were or are involved in the process of providing information to the Unions at the applicable facility (including those who are acting in that capacity when the training is provided). The Postal Service shall maintain records of the audits and the remedial training for a period of three years following their effectuation, and shall provide the audit reports and records of training upon request of Region 7 and/or the CLCB.

8. **IT IS FURTHER ORDERED** that the Postal Service shall post a notice prepared by the Board in conspicuous places where notices to employees are customarily posted, in all facilities listed in Attachment A hereto, for a period of sixty (60) consecutive days. The notice shall be signed by an appropriate representative on behalf of the Postal Service, and shall be maintained in clearly legible condition throughout the 60-day period. The Postal Service shall further insure that the notices are not altered, defaced or covered by any other material. The Postal Service shall provide

Nos. 86-6043 &amp; 10-2376

- 6 -

the Board's Region 7 with a signed copy of the notice and a certification of the dates and locations of the posting, and shall give the Board reasonable access to check the posting.

9. **IT IS FURTHER ORDERED** that the Postal Service shall mail the above notice to each bargaining unit employee who is employed at any of the facilities listed in Attachment A hereto, and represented by the National APWU and serviced by its Detroit Local at the time of mailing. The Postal Service shall provide the Board's Region 7 with a list of those persons to whom the notice was mailed together with proof of the mailing, within fourteen (14) days of mailing.

10. **THIS ORDER** permits the parties, only by mutual consent evidenced by a writing jointly executed by them and filed for approval with the Court, to modify certain coverages, procedures and methodologies of compliance outlined in this Order. Specifically, the parties may alter those coverages, procedures and methodologies to take into account the benefits of technological changes; deficiencies and improvements in implementation revealed by their experience under the scheme of compliance presently created by this Order; alterations in the business organization of the Respondent; and such other considerations as the parties deem appropriate consonant with the remedial purpose of this Order. Such written modification(s) will become the Order of this Court upon approval by the Court.

11. **IT IS FURTHERED ORDERED** that in order to assure against violations of this Consent Order, the Court **HEREBY IMPOSES** against the Postal Service a prospective fine of up to \$17,500 for each and every future violation of this Consent Order, and a further fine of up to \$300 per day for each day the Court finds the violations have continued. The amount of the fine, if any, to be imposed by the Court shall depend upon the scope and severity of the violations. The Board and the Postal Service will have the right to adduce evidence during any contempt proceeding as to

Nos. 86-6043 & 10-2376

- 7 -

the propriety and/or the amount of the fine the Board seeks. Fines may only be imposed as a result of the Board instituting a new civil contempt proceeding in this Court, in which the Board shall be required to establish its allegations by clear and convincing evidence.

12. **THIS ORDER** shall not preclude the Board from requesting such other remedies as it deems appropriate to remedy contumacious conduct.

ENTERED BY ORDER OF THE COURT



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Clerk

**Attachment A**

Ann Arbor – Liberty Station	200 East Liberty	Ann Arbor, 48107-9998
Ann Arbor – S. University Station	1210 S. University	Ann Arbor, 48104-9998
Ann Arbor Main Post Office	2075 West Stadium Blvd	Ann Arbor, 48103
Ann Arbor – Green Road	3000 Green Road	Ann Arbor, 48105
Brightmoor	20615 Fenkell Street	Detroit
College Park	20501 Livernois Avenue	Detroit
Detroit Customer Care Center Pilot*	1927 Rosa Parks Blvd	Detroit, 48216
Detroit Network Distribution Center (NDC)	17500 Oakwood Blvd	Allen Park, 48101
Detroit Processing and Distribution Center (P & DC)	1401 West Fort Street	Detroit, 48233
Detroit Vehicle and Maintenance Facility (VMF)	1770 14th Street	Detroit, 48216-1840
Fenkell	2720 Fenkell Street	Detroit
Ferndale Finance	22681 Woodward Avenue	Ferndale
Fisher Finance	3011 West Grand Boulevard	Detroit
Fox Creek	12711 East Jefferson Avenue	Detroit
George Washington Young	1401 West Fort Street	Detroit
Grand River Finance	4744 Grand River Avenue	Detroit
Grand Shelby	1760 Vermont Street	Detroit
Gratiot	3434 Chene Street	Detroit
Grosse Pointe	18640 Mack Avenue	Grosse Pointe Farms
Hamtramck	2933 Caniff Street	Hamtramck
Hamtramck Annex	14600 Dequindre Street	Detroit
Harper	10254 Gratiot Avenue	Detroit
Highland Park	13215 Woodward Avenue	Highland Park

Jefferson	10721 East Jefferson Avenue	Detroit
Joyfield	16500 Joy Road	Detroit
Kensington	17375 Harper Avenue	Detroit
Linwood Finance	2701 Joy Road	Detroit
Livernois	3969 Livernois Avenue	Detroit
Mount Elliot	5511 East Seven Mile Road	Detroit
North End	60 East Milwaukee Street	Detroit
Northwestern	9650 Grand River Avenue	Detroit
Oak Park	14200 West Eight Mile Road	Oak Park
Old Redford Finance	22503 Grand River Avenue	Detroit
Parkgrove	14461 East Seven Mile Road	Detroit
Penobscot Finance	645 Griswold Street, Suite 100	Detroit
Priority Mail Center	30003 Van Born Road	Romulus
Redford	12245 Beech Daily Road	Redford
Redford Annex	21631 West Seven Mile Road	Detroit
Renaissance Finance	200 Renaissance Center, L3	Detroit
River Rouge	10455 Jefferson Avenue	River Rouge
Seven Oaks	17625 West Seven Mile Road	Detroit
Springwells	1901 Springwells Street	Detroit
Strathmoor	13426 Schaefer Highway	Detroit

\*The Detroit Customer Care Center Pilot and its successor organizations, are covered by the Consent Order, but only so long as physically located in the geographic boundaries of the City of Detroit.