



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)962-2880
Fax: (410)962-2198

May 27, 2015

Philip C. Andonian, Esq.
Bredhoff & Kaiser, PLLC
805 15th Street, N.W., Suite 1000
Washington, DC 20005

Re: United States Postal Service
Case 05-CA-150633

Dear Mr. Andonian:

As provided in the Settlement Agreement, the Employer will, upon request, bargain in good faith with the National Postal Mail Handlers Union, LIUNA (AFL-CIO) as the exclusive collective-bargaining representative of employees in the appropriate unit, regarding the impact and effects of the cybersecurity breach on unit employees.

These provisions are triggered by the Union's request. Please notify me, in writing, of your decision to seek the Employer's compliance with the above provisions. I would also appreciate copies of relevant correspondence to the Employer regarding the Union's request.

Thank you in advance.

Very truly yours,

/s/ Heather A. Keough

Heather A. Keough
Compliance Officer

cc: Mr. Thomas J. Branch
Manager, CAD
National Postal Mail Handlers Union, a
Division of the Laborers' International
Union of North America, AFL-CIO
1101 Connecticut Avenue, N.W., Suite 500
Washington, DC 20036



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Heather.Keough@nlrb.gov

May 26, 2015

Roderick D. Eves, Esq.
Mr. Arthur G. Roxas, Paralegal Specialist
United States Postal Service
Law Department - NLRB Unit
1720 Market Street, Room 2400
Saint Louis, MO 63155

Re: United States Postal Service
Case 05-CA-150633

Dear Mr. Eves and Mr. Roxas:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on May 21, 2015. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 3 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. Once the Notice is signed and dated, the Employer will either duplicate the Notice, in color and on legal-sized paper, and mail copies of the duplicated Notice to all facilities for posting; or will scan and email the signed Notice to the facilities for posting, the Notice will then be printed at each facility, in color where available, and on legal-sized paper, for physical posting at each facility. The Notices should be posted in conspicuous places where the Employer customarily posts communications with employees. The Employer will keep the Notices posted for 60 consecutive days after the initial posting. The Employer must 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 to inspect the Notices.

Once the Notices are posted, the Employer will provide a list of facilities to the Region detailing when and where the Notices are posted; the list may be in Excel or Word format. The list will be provided to the Region by **June 17, 2015**, with one signed and dated original Notice. If the list of facilities and signed Notice is provided via e-file or e-mail, no hard copies are required.

Electronic Posting: The Agreement provides that the Employer will also post a copy of the Notice on its intranet (Lite Blue) and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Employer will provide the Region with a paper copy of the intranet posting when it submits a signed and dated original Notice and list of facilities. 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.

Reading of the Notice: The Agreement further provides that the Employer will hold meetings, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Employer 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 Employer 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 Employer 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.* The Employer 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.* Please provide the Region, by **June 17, 2015**, with the proposed date(s) and time(s) the Employer wishes to conduct the meetings at which the Notice to Employees will be read.

Remedial Actions

Bargain in Good Faith: As provided in the Agreement, the Employer will, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the unit employees regarding the impact and effects of the cybersecurity breach on the unit employees. The parties will meet for bargaining within seven 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 Employer in these negotiations will be Vice President Doug Tulino or his designee. The Employer agrees to arrange for in-person information bargaining sessions, at the request of the Unions, at which the Employer 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 Employer 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. On a weekly or monthly basis, please notify the Region, by letter or e-mail to me, of the parties’ bargaining sessions. Please include the date of the session and the approximate starting and ending times. The first of these updates is due to me no later than **June 17, 2015**.

Provide Information: The Agreement further provides that the Employer will respond expeditiously to information requests regarding the cybersecurity breach from the Union. For information requests, the Employer will respond to the requesting Union, with copies to the other

Unions, within seven 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 Employer 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 Employer 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 days after receipt of a request except when the Employer gives written notice of specific circumstances that make a timely response impossible. Every seven days after its initial response, the Employer 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 Employer's information request responses will be provided to all of the Unions regardless of who made the original request. The Employer will not charge the Unions for any of the information responsive to their cybersecurity breach requests.

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

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

Closing the Cases: 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 cases have been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the list of facilities will assist us in closing the cases in a timely manner.

Very truly yours,

/s/ Heather A. Keough

Heather A. Keough
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees

cc: Philip C. Andonian, Esq.
Bredhoff & Kaiser PLLC
805 15th Street, N.W., Suite 1000
Washington, DC 20005

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

United States Postal Service

Cases 05-CA-150633

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 issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. 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 United States Postal Service		Charging Party National Postal Mail Handlers Union, LIUNA (AFL-CIO)	
By: Name and Title /s/ Roderick Eves Deputy Managing Counsel	Date 5/19/15	By: Name and Title /s/ Thomas J. Branch, Jr. Manager Contract Administration NPMHU	Date 5/15/15
Recommended By: /s/ Daniel M. Heltzer Daniel M. Heltzer, Field Attorney	Date 5/19/15	Approved By: /s/ Charles L. Posner Regional Director, Region 5	Date 5/21/15



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 bargain in good faith with the National Postal Mail Handlers Union, LIUNA (AFL-CIO), hereinafter the Union, as the exclusive collective-bargaining representative of our employees in the bargaining unit described in the collective-bargaining agreements between the Union and the United States Postal Service.

WE WILL NOT refuse to meet and bargain in good faith with the Union regarding the impact and effects of the cybersecurity breach.

WE WILL NOT unilaterally change the terms and conditions of employment of unit employees by unilaterally implementing any benefits or programs regarding the cybersecurity breach.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of our unit employees regarding the impact and effects of the cybersecurity breach on our unit employees.

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)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies 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. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (866)867-NLRB (6572).

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,

National Labor Relations Board, Region 5
100 South Charles Street, Suite 600, Baltimore, MD 21201
Telephone: (410) 962-2822
Hours of Operation: 8:15 a.m. to 4:45 p.m.

Washington Resident Office
1099 14th Street, NW, Washington, DC 20570
Telephone: (202) 208-3000
Hours of Operation: 8:15 a.m. to 4:45 p.m.