UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
WASHINGTON, DC

UNITED STATES POSTAL SERVICE

Case No. 07–CA–300756

and

AMERICAN POSTAL WORKERS UNION (APWU),
AFL-CIO

Robert A. Drzyga, Esq.,
for the General Counsel.
Kelly Elifson, Esq.,
for the Respondent.

DECISION

STATEMENT OF THE CASE

CHRISTINE E. DIBBLE, Administrative Law Judge. This case was tried, by agreement of the parties, using Zoom video technology on August 24, 2023, and continued on January 8, 2024.[1] American Postal Workers Union (APWU), AFL–CIO (Charging Party/Union) filed a charge in case 07–CA–300756 on August 2. (GC Exh. 1(a).)[2] The General Counsel issued the complaint and notice of hearing for Case 07–CA–300756 on April 21, 2023. The United States Postal Service (the Respondent) filed a timely answer denying all material allegations.

The complaint alleges that from about August 2 until September 27, the Respondent unreasonably delayed in furnishing the Charging Party "a copy of any and all discipline issued to any and all employee's (sic) regardless of craft. This information is needed for arbitration purposes. Time period: January 01, 2019, to present." During the hearing, the General Counsel moved to amend paragraph 7 of the complaint without objection from the Respondent. The amended paragraph reads, "On or about August 2, 2022, the Charging Party clarified that its information request

[1] All dates are in 2022, unless otherwise indicated.

[2] Abbreviations used in this decision are as follows: "Tr." for transcript; "GC Exh." for General Counsel's exhibit; "R. Exh." for the Respondent's exhibit; "CP Exh." for Charging Party/Union exhibit; "Jt. Exh." for joint exhibit; "GC Br." for General Counsel's brief; and "R. Br." for Respondent's brief.

in paragraph 7 was limited to information only from its Benton Harbor, Michigan, facility." (Tr. 6.) I accepted the amendment.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent, I make the following[3]

FINDINGS OF FACT

I. JURISDICTION

The Respondent provides postal service for the United States and operates facilities throughout the nation, including at its Benton Harbor, Michigan facility. Respondent admits and I find that Section 1209 of the Postal Reorganization Act, 39 U.S.C. § 101, et seq. (PRA) gives the National Labor Relations Board (the Board/NLRB) jurisdiction over the Respondent in this matter.

At all material times the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Overview of Respondent's Operation

The Respondent processes and delivers mail nationwide, including in the State of Michigan. In Michigan, the Respondent has two postal districts, Michigan District 1 and Michigan District 2. Michigan District 1 covers about 350 postal facilities; and Michigan District 2 contains approximately 670 postal facilities. The postal facility at issue is in Benton Harbor, Michigan and is part of the Michigan District 2. During the relevant period, Saundra Thomas (Thomas) was the officer-in-charge (OIC) of the Benton Harbor postal facility. Jeffrey Price (Price) is the senior labor relations specialist for Michigan District 2. His responsibilities include, representing the Respondent in arbitration hearings for Michigan District 2, advise field management on labor relations matters, conduct training for field management in Michigan District 2, write discipline for craft and "EAS" employees, engage in grievances at step two of the process, and engage in charge writing. Price, who works from his office in Lansing, Michigan, has been in his

[3] My findings and conclusions are based on my review and consideration of the entire record not just those cited in this decision, and the demeanor of the witnesses. I have also considered the relevant factors in making my credibility findings which includes: "the weight of the respective evidence, established or admitted facts, inherent probabilities, and 'reasonable inferences that may be drawn from the record as a whole.'" See, e.g., *Daikichi Corp.*, 335 NLRB 622, 623 (2001), enfd. 56 Fed. Appx. 516 (D.C. Cir. 2003); and *New Breed Leasing Corp. v. NLRB*, 111 F.3d 1460, 1465 (9th Cir.), cert. denied 522 U.S. 948 (1997).

current position since June 4.

The following constitutes a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time maintenance employees, motor vehicle employees, postal clerks, special delivery messengers, mail equipment shops employees, material distribution centers employees, and operating services and facilities services employees; and excluding managerial and supervisor personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1202(2), all postal inspection service employees, employees in the supplemental work force as defined in article 7 of the collective bargaining agreement (CBA), rural letter carriers, mail handlers, and letter carriers.

(GC Exhs. 1(c) and (e).) During the period at issue, the Union represented a class of bargaining unit employees in Michigan and Illinois. James Stevenson (Stevenson) is the Union's national business agent for the central region, with an office in Chicago, Illinois. He is responsible for overseeing employment and labor issues involving the clerk craft in the central region, grievance procedures, labor management meetings, and arbitrations.

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B. Request for Information

On or about June 5, 2020, the Union filed a step 1 class action grievance alleging, among other charges, that the Respondent was harassing, discriminating, and retaliating against Black employees. On October 28, 2020, the Union filed "Additions and Corrections" to the grievance alleging, in part, that the Respondent wrongly threatened an employee with discipline. (GC Exh. 9.) The grievance was denied at step 1 of the grievance process. Subsequently, it was elevated to step 2 with the parties holding discussions on August 24, 2020, September 17, 2020, and October 20, 2020, where it was again denied. Likewise, the grievance was not resolved at step 3 in the grievance process. (GC Exh. 9.) Consequently, the matter proceeded to arbitration with Price representing the Respondent and Stevenson the Union. The arbitration hearing began on March 26 or May 2,[4] with sessions held at various dates throughout the year until it concluded on December 19. Price testified that he introduced into evidence at the arbitration hearing the discipline records of three Caucasian employees "solely to rebut or challenged credibility of witness testimony by witnesses from the union." (Tr. 60.) Therefore, on July 15 at 6:56 p.m., while engaged in arbitration, Stevenson, on behalf of the Union made via email a

[4] Stevenson testified that the arbitration hearing began on May 2, but Price insisted it began March 26. Determining the specific date that the arbitration hearing started is not necessary for me to rule on the merits of the current complaint.

request for information (RFI) titled, "Official RFI Benton Harbor." (GC Exh. 3.) He sent the RFI to Price and copied Thomas on the email. The RFI asked for,

> . . . a copy of any and all disciplines issued to any and all employee's [sic] regardless of craft. This information is needed for arbitration purposes. Time period: January 1, 2019 to present.

(GC Exh. 3.) On July 18, at 10:26 a.m., Price replied to Stevenson,

> The Service presented those documents **solely for rebuttal purposes** to challenge the credibility of your witnesses' testimony.

(GC Exh. 4.) On July 18, at 11:09 a.m. Price followed up with a response that read,

> Attached is a relevancy request pertaining to your RFI submitted July 15, 2022. Please respond accordingly.

Id. At 11:18 a.m. on July 18, Stevenson answered that under "NLRB law" the information was presumptively relevant and, therefore, must be given to the Union. Stevenson wrote, in part,

> The employer presented the discipline of three (3) letter carriers in the arbitration which were not in the case file. The employer provided those documents in the hearing in an effort to demonstrate the discipline issued to the Caucasian employees."
>
> The Union's request for information is relative (sic) as the Union has argued that there is disparate treatment in discipline.

Id. On July 18, at 11:46 a.m., Stevenson emailed another reply to Price expressing doubt about the truthfulness of the Respondent's reason for submitting into evidence the discipline records of the three Caucasian letter carriers. Stevenson wrote, in part,

> Either way, the RFI stands and the Union is not required to argue with the Employer over the production of documents. In the event the documents are not provided, the Union will be filing a NLRB charge as well as Subpoena Duces Tecum with the arbitrator.

Id. On July 18, at 12:08 p.m., Price asked Stevenson for clarification by writing,

> I just want to be clear.
>
> Your justification for relevance is based on what is cited below, correct?

> "The employer presented the discipline of three (3) letter carriers in the arbitration which were not in the case file. The employer provided those documents in the hearing in an effort to demonstrate the discipline issued to the Caucasian employees."

(GC Exh. 4.) On July 18, at 12:27 p.m. Stevenson sent Price a detailed statement, with case cites, addressing Price's question regarding the relevancy of the Union's RFI. Stevenson reiterated his belief that the Union was not obligated to justify its need for the requested discipline records because they are presumptively relevant. He ended his response again requesting that the Respondent provided the information expeditiously. (GC Exh. 5.) Price responded that evening at 9:23 p.m. and challenged the Union's need for the requested information. According to him, the RFI is burdensome, overbroad, unreasonable and constitutes bad-faith bargaining, and irrelevant. Price wrote, in part,

> Your request is overbroad in time and scope, insofar as it seeks documents going back over three years concerning "all craft employees" (other than the Benton Harbor Post Office, the grievants' work location).

(GC Exh. 6.) On August 2, at 2:05 p.m. Stevenson emailed Price and disputed each point made in Price's response. Moreover, Stevenson ended his response accusing the Respondent of "a delay tactic which is also violative of the [NLRA]." (GC Exh. 7.) The parties agree that on September 27, the Respondent provided the Union with the requested information. (Tr. 35–36, 72–74.)

III. Discussion and Analysis

A. Legal Standards

Section 8(a) (5) of the Act mandates that an employer must provide a union with relevant information that is necessary for the proper performance of its duties as the exclusive bargaining representative. *NLRB v. Truitt Mfg. Co*. 351 U.S. 149, 153 (1956); *Detroit Edison Co. v. NLRB,* 440 U.S. 301, 303 (1979). ". . . [T]he duty to bargain unquestionably extends beyond the period of contract negotiations and applies to labor-management relations during the term of an agreement." *NLRB v. Acme Industrial Co*., 385 U.S. 432, 436 (1967). Information requests regarding bargaining unit employees' terms and conditions of employment are "presumptively relevant" and must be provided. *Whitesell Corp*., 352 NLRB 1196, 1197 (2008), adopted by a three-member Board, 355 NLRB 649 (2010), enfd. 638 F.3d 883 (8th Cir. 2011); *Southern California Gas Co*., 344 NLRB 231, 235 (2005). If the requested information is not directly related to the bargaining unit, the information is not presumptively relevant, and the requesting party has the burden of establishing the relevance of the requested material. *Disneyland Park*, 350 NLRB 1256, 1257 (2007); *Earthgrains Co*., 349 NLRB 389 (2007).

The standard for establishing relevancy is the liberal, "discovery-type standard." *Alcan Rolled Products*, 358 NLRB 37, 40 (2012), citing and quoting applicable authorities. In *Leland Stanford Junior University*, 307 NLRB 75, 80 (1992), the Board summarized its application of the principles as follows:

> [T]he Board has long held that Section 8(a)(5) of the Act obligates an employer to furnish requested information which is potentially relevant to the processing of grievances. An actual grievance need not be pending, nor must the requested information clearly dispose of the grievance. It is sufficient if the requested information is potentially relevant to a determination as to the merits of a grievance or an evaluation as to whether a grievance should be pursued. *United Technologies Corp*., 274 NLRB 504 (1985); *TRW*, *Inc*., 202 NLRB 729, 731 (1973).

The requested information does not have to be dispositive of the issue for which it is sought but only must have some relation to it. *Pennsylvania Power & Light Co*., 301 NLRB 1104, 1104–1105 (1991). The Board has also held that a union may make a request for information in writing or orally. Further, the Board has found that delays are unreasonable when the information requested is easily and readily accessible from an employer's files. *Bundy Corp*., 292 NLRB 671, 672 (1989).

1. Information about unit employees is presumptively relevant and information about non-unit employees is relevant

The General Counsel argues that the requested information for both unit and non-unit employees is relevant regardless of its presumptive element because it pertains to the Union's representational role in the grievance process. Also, the General Counsel contends that the information request was made in good faith, narrowly tailored in scope, and easily available to the Respondent. The Respondent, however, counters that it is not required to provide the information because the request "constitutes pre-arbitration discovery to which the Union is not entitled." (R. Br. 5.) Moreover, the Respondent contends that even assuming the information is not pre-arbitration discovery, the Union is still not entitled to the information because the Union failed to show that the requested information is relevant to the performance of its duties as the exclusive collective-bargaining representative of the unit and non-unit employees. (R. Br. 8.)

I find that the requested information pertaining to bargaining unit employees is "presumptively relevant" because it covers information relevant to the Union's role as the bargaining agent. The Board has consistently held that certain information is presumptively relevant. "It is well settled that information concerning names, addresses, telephone numbers, as well as wages, hours worked, and other terms and conditions of employment of unit employees is presumptively

relevant . . ." *Bryant & Stratton Business Institute*, 323 NLRB 410 (1997); see also, *Georgetown Holiday Inn,* 235 NLRB 485 (1978) (names and addresses of unit employees, like wage data, are presumptively relevant to a union's role as bargaining agent and no showing of particularized need required.); *Deadline Express*, 313 NLRB 1244 (1994); and *Dyncorp/Dynair Services*, 322 NLRB 602 (1996). Since the requested information relates to a term or condition of employment, disciplinary records, it is presumptively relevant, and the burden is on Respondent to rebut the relevancy. The Respondent presented no substantive evidence or argument to rebut the evidence of relevancy. *Leland Stanford Junior University*, supra at 80; *United Graphics, Inc.*, 281 NLRB 463, 465 (1986) (the Board held that information presumptively relevant to the union's role as bargaining agent must be provided to the union as it "relates directly to the policing of contract terms.").

Likewise, I find that the requested information is relevant because it pertains to the grievance process and the Union's role as the designated representative of the bargaining unit. The Union gave credible evidence that it requested the information to assess the credibility of the Respondent's rebuttal in the arbitration hearing that it does not issue discipline in a discriminatory manner to employees at the Benton Harbor facility. I find that the Union's stated relevancy of the information is credible. Moreover, the Union could use the information to assist it in weighing the strength of the Union's case that the Respondent disciplined nonwhite employees more harshly than Caucasian employees. The Respondent insists that it rebutted the information's presumption of relevance and relevance by showing that "discrimination with regard to discipline had not been raised previously in this grievance and, as such, did not relate to the merits of the grievance, and, moreover, the limited discipline of three letter carriers that had been presented by the Postal Service during the sixth day of arbitration was simply used for the sole purpose of challenging credibility, not related to the substantive issue before the arbitrator." (R. Br. 9.) I find the Respondent's arguments unpersuasive. The Union's decision not to use the requested information in the arbitration hearing does not negate the fact that its review of the requested documents assisted the Union in weighing the strength and weaknesses of its case. This is a very crucial part of the Union's role as the exclusive representative of the employees at the Benton Harbor facility. *Lansing Automakers Federal Credit Union*, 355 NLRB 1345, 1351 (2010) (finding that information related to the discipline of unit employees was presumptively relevant because the Union needed it to properly process its grievances to arbitration); *United Technologies Corp.*, 274 NLRB 504, 506 (1985) (finding that Section 8(a)(5) of the Act obligates an employer to furnish requested information which is potentially relevant to the processing of grievances); *Live Oak Skilled Care & Manor*, 300 NLRB 1040, 1049 (1990) (finding the employer was in violation of the Act by refusing to provide information shown to be necessary for the Union to determine whether or not the employer was in compliance with its agreement).

It is undisputed that the Union alleged that the Respondent had created a hostile and harassing work environment for Black employees and more harshly disciplined them. In the arbitration hearing the Respondent introduced the discipline records of three Caucasian letter carriers to rebut the credibility of the Union's evidence. The Union articulated that after becoming aware of the information, it reinforced the Union's belief that Black employees were threatened with discipline and disciplined for misconduct more harshly than non-Black employees who had committed the same or similar infractions. Consequently, the requested documents were relevant because it would allow the Union to possibly substantiate its allegations in arbitration. *Winges Co., Inc.,* 263 NLRB 152, 156 (1982) (holding that the employer must provide wage survey data to the Union to substantiate its claim that "remaining competitive" was the reason it could only grant minimal wage increases to certain employees); *WCCO Radio, Inc*., 282 NLRB 1199, 1204 (1987) (union's request for wage information relevant because it involved "the preparation of bargaining demands and the administration of the existing contract."), enfd. 844 F.2d 511 (8th Cir. 1988), cert. denied 488 U.S. 824 (1988); *Tennessee Chair Company, Inc.,* 126 NLRB 1357, 1364 (1960) (holding that the employer was in violation of the Act by refusing to provide the Union, upon its request, any record information or data or other probative material to substantiate its claim of inability to pay any wage increase).

Based on the foregoing, I find that the Union established the relevancy of the requested information which the Respondent failed to rebut.

2. Respondent unreasonably delayed providing requested information

The evidence shows that on July 15, Stevenson asked the Respondent for "any and all discipline issued to any and all employees regardless of craft." (GC Exh. 3.) As part of the request, the Union noted the information was "needed for arbitration purposes." Id. On July 20, the Respondent emailed objections to the request for information arguing that it was burdensome, overbroad, bad faith bargaining and irrelevant. Subsequently, the Respondent's requested clarification on the geographic scope of the information request after a series of email exchanges that occurred in July. Although the Union's subject line in the email read "Official RFI Benton Harbor," on August 2, the Union, clarified that it was requesting only the disciplinary records for employees at the Benton Harbor facility. The Respondent did not provide this information until September 27. In its brief, the Respondent notes that its delay in producing the documents was not unreasonable because it wanted clarification on "the geographic scope of the information request" and its relevance. (R. Br. 4.; GC Exh. 6.) Moreover, the Respondent argues that the Union's request constitutes pre-arbitration discovery which is prohibited under Board law. (R. Br. 5, 6.)

I find that the Respondent's arguments are without merit. The Board has held that in assessing the promptness of a response to an information request, the

totality of the pertinent circumstances must be considered. "In evaluating the promptness of the response, the Board will consider the complexity and extent of information sought, its availability and the difficulty in retrieving the information." *West Penn Power Co.*, 339 NLRB 585, 587 (2003), enfd. in pertinent part 349 F.3d 233 (4th Cir. 2005) (internal quotations and citations omitted). It is clear that the Respondent's action, given the totality of the circumstances, does not meet the definition of "reasonable promptness" as set forth in *West Penn Power Co*. Price, nor any other management official, testified that obtaining the disciplinary records for employees at the Benton Harbor facility involved complex or voluminous documents. Moreover, Price testified that he has been responsible for processing requests for information since 1997. (Tr. 80, 81.) It is therefore reasonable to conclude that he is proficient in processing and responding to information requests, including assembling requested documents. Another factor to consider in assessing the promptness of the response is the ease with which Price was able to obtain the information. There is no evidence on whether Price encountered obstacles or other complexities in collecting the information. Since the Respondent did not produce evidence describing the actions taken to provide the Union with the information, there is nothing to rebut the General Counsel's argument that it would have taken the Respondent minimal time to produce "so few disciplinary documents kept in the ordinary course of business." (GC Br. 17.) I find that the Respondent failed to explain the reason that it took almost two months to obtain this simple and limited information.

Next the Respondent argues that the Union's information request amounts to pre-arbitration discovery to which the Union is not entitled. According to the Respondent, the information request does not relate to the matter being arbitrated, was made after the grievance was referred to arbitration, and it concerns information about the Respondent's presentation of its case. The Respondent cites several cases in support of its argument.[5] The General Counsel counters that the Union's information request does not "delve into litigation strategy or preparation" but rather sought information specifically relevant to the issues before the arbitrator. (GC Exh. 19.)

In addressing the issue of pre-arbitration discovery, the Board and case law have consistently held that it is prohibited. *California Nurses Assn*. at 1362; *Oncor Electric Delivery Co., LLC v. NLRB,* 887 F.3d 488, 499–500 (2018). According to the Respondent, the Union's action amounts to prohibited pre-arbitration discovery because (1) the information does not relate to the matter before the arbitrator; (2) the arbitration was already ongoing when the Union made the information request; and (3) the information request was made the same day the Union filed the current charge with the NLRB. (R. Br. 6–7.) I find the Respondent's arguments unpersuasive on this point. The Board have long held that "where a union's request for information is for a

[5] *California Nurses Assn*., 326 NLRB 1362 (1998); *Oncor Electric, Co., LLC*, 364 NLRB 677 (2016); *Ormet Aluminum Products Corp*., 335 NLRB 788 (2001); *WXON-TV*, 289 NLRB 615 (1988).

proper and legitimate purpose, it cannot make any difference that there may also be other reasons for the request or that the data may be put to other uses." *Associated General Contractors of California*, 242 NLRB 891, 894 (1979) citing *Utica Observer-Dispatch v. N.L.R.B.*, 229 F.2d 575 (2d Cir. 1956). I have previously found that the evidence establishes the Union had a legitimate purpose for the information. It needed the requested information to support its role in processing grievances as the exclusive representative of the bargaining unit and prove employees were being disciplined differently based on race. Although the arbitration was ongoing when the Union requested the information, it does not render it pre-arbitration discovery. The Board has held that a union can get requested information to use in an arbitration proceeding even after filing a grievance. See *Fleming Cos.*, 332 NLRB 1086, 1094 (2000) cited with approval in *Lansing Automakers Federal Credit Union*, 355 NLRB 1345, 1353 (2010); *Jewish Federation Council of Greater Los Angeles*, 306 NLRB 507, fn. 1 (1992); *Chesapeake & Potomac Telephone Co.*, 259 NLRB 225, 227 (1981) (cases cited therein) enfd. 687 F.2d 633 (1982). Moreover, the Supreme Court has held that an employer is required to produce the requested information without "await [ing] an arbitrator's determination of the relevancy of the requested information . . ." *N.L.R.B. v. Acme Industrial Co.*, 385 U.S. 432, 568, 569 (1967). The Supreme Court observed that this "in no way threatens the power which the parties have given to the arbitrator" and, in fact, is "in aid of the arbitral process." Id. at 569. I find equally unpersuasive the Respondent's argument that the Union was using "the information request as a prohibited discovery device rather than for collective-bargaining purposes . . ." (R. Br. 7.) Citing *WXON-TV*, 289 NLRB 615 (1988), the Respondent argues that because the Union made the August 2 information request the same day it filed the current NLRB charge, it is evidence of prohibited pre-arbitration discovery. (R. Br. 7.) The evidence established that the Union made the request for information on July 15 and *clarified*, at the Respondent's request, the geographic scope of the request on August 2. Although the clarification on the scope of the request was made on August 2, the subject line of the initial request for information noted that it pertained to the Benton Harbor facility. Even if the Respondent was unsure about the geographic scope of the information request, it does not negate the fact that the request was made in response to the evidence the Respondent introduced in the arbitration hearing to show that it issued discipline to employees regardless of race. I find that the evidence shows the Union was not trying to discover the Respondent's litigation strategy but rather wanted to use the information to rebut the Respondent's defense that it introduced at the arbitration hearing.

Accordingly, I find that based on the record, the Respondent's delay until September 27, to respond to the Union's information request was unreasonable and therefore violated Section 8(a)(5) and (1) of the Act and within the meaning of the PRA.

CONCLUSIONS OF LAW

1. The Respondent, United States Postal Service, provides postal service for

the United States and operates various facilities throughout the United States. The Board has jurisdiction over Respondent and this matter by virtue of Section 1209 of the PRA.2. The American Postal Workers Union (APWU), AFL–CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. By its unreasonable delay in providing the necessary and relevant information requested by the Union from August 2, 2022, until September 27, 2022, the Respondent has engaged in unfair labor practices in violation of Section 8(a)(5) and (1) of the Act and within the meaning of the PRA.

4. By its unreasonable delay in furnishing the necessary and relevant information requested by the Union from August 2, 2022, until September 27, 2022, the Respondent has engaged in unfair labor practices in violation of Section 8(a)(5) and (1) of the Act and within the meaning of the PRA.

4. The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

5. The Respondent has not violated the Act except as set forth above.

REMEDY

The General Counsel requests that the Board update its decision in *J. Pincin Flooring*, 356 NLRB 11 (2020), "by expressly including text messaging, posting on a social media page, and distribution through an internal smartphone app used by employees, as standard forms of electronic notice distribution." (GC Br. 21.) Likewise, the General Counsel requests that the Board amend its standard remedial language to add explicit language which gives Board agents access to the Respondent's premises to confirm compliance. Obviously, I take no position on these requests because it is within the sole discretion of the Board to decide the matters.

I order as appropriate remedies for the Respondent's unreasonable delay in providing the Union with the requested information in violation of Section 8(a)(5) and (1) of the Act an affirmative bargaining order. The settlements, judgments, and orders cited by the General Counsel to support issuance of the affirmative bargaining order involve facilities in the Greater Michigan District which encompasses the Benton Harbor, MI facility. See, GC Br. 17–18, 23 fn. 4, 5.

The Respondent will be ordered to post and communicate by electronic post to employees the attached Appendix and notice.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[6]

[6] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the

ORDER

The Respondent, United States Postal Service, in the Benton Harbor, Michigan facility its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with the American Postal Workers Union (APWU), AFL–CIO (Union) by unreasonably delaying in providing the Union, information requested that is necessary and relevant to its role as the exclusive representative of the employees in following unit:

> All full-time and regular part-time maintenance employees, motor vehicle employees, postal clerks, special delivery messengers, mail equipment shops employees, material distribution centers employees, and operating services and facilities services employees; and excluding managerial and supervisor personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1202(2), all postal inspection service employees, employees in the supplemental work force as defined in article 7 of the collective bargaining agreement (CBA), rural letter carriers, mail handlers, and letter carriers.

(b) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the purposes and policies of the Act.

(a) Within 14 days from the date of the Board's Order, furnish the Union with all the information it has requested from August 2, 2022, until September 27, 2022.

(b) Within 14 days after service by the Region, post at its Benton Harbor facility copies of the attached notice marked "Appendix."[7] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where

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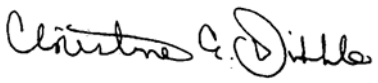
findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[7] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

notices to employees and members are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time from August 2, 2022.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. May 13, 2025



Christine E. Dibble (CED)
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives 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 DO ANYTHING TO PREVENT YOU FROM EXERCISING THE ABOVE RIGHTS

WE WILL NOT in any like or related matter fail and refuse to bargain collectively and in good faith with American Postal Workers Union (APWU), AFL–CIO (Union) by an unreasonable delay in furnishing it with requested information in a timely manner that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of our unit employees at our Benton Harbor.

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the servicing representative of the exclusive collective-bargaining representative of our employees in the Unit at our facility in Benton Harbor, Michigan.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed to you by 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.nlrb.gov.

Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, Michigan 48226-2543
Telephone: (313) 226-3200
Fax: (313) 226-2090
Hours of Operation: 8:30 a.m. to 5:00 p.m. ET
Hearing impaired callers should contact the Federal Relay Service by visiting its website at www.federalrelay.us/tty

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/07-CA-300756 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.

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, (313) 226-3200.