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

UNITED STATES POSTAL SERVICE

Respondent

and

Case 07-CA-310921
07-CA-310935
07-CA-311189

WESTERN MICHIGAN AREA LOCAL 281, AMERICAN POSTAL WORKERS UNION (APWU), AFL-CIO

Charging Party

Eric Cockrell, Esq.
for the General Counsel.
Austin Black, Esq.
for the Respondent.

DECISION

STATEMENT OF THE CASE

MELISSA M. OLIVERO, Administrative Law Judge. This case was tried in Grand Rapids, Michigan, on June 4, 2024. Western Michigan Area Local 281, America Postal Workers Union (APWU), AFL-CIO, filed the charge in Case 07-CA-310921 on January 17, 2023, the charge in Case 07-CA-310935 on January 17, 2023, and the charge in Case 07-CA-311189 on January 26, 2023. (GC Exh. 1(a), (c), (e).) The General Counsel issued an order consolidating cases, consolidated complaint and notice of hearing on February 26, 2023. (GC Exh. 1(g).) The United States Postal Service (Respondent) timely filed its answer on March 25, 2023, and an amended answer on May 21, 2024, denying the relevant allegations. (GC Exh. 1(k), (l).) After considering all of the evidence and testimony presented, as well as the briefs of the parties, I find that Respondent violated the National Labor Relations Act (the Act) as alleged in the complaint, in part.

The parties were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, and to file briefs. On the entire record, including my own observation of the demeanor of the witnesses,[1] and after carefully considering the briefs filed by the parties, I make the following

FINDINGS OF FACT

I. JURISDICTION

The United States Postal Service (Respondent), provides postal services for the United States and operates various facilities throughout the United States in performing that function, including its Main Post Office facility and its Processing and Distribution Center facility, both located in Grand Rapids, Michigan. The National Labor Relations Board (Board) has jurisdiction over Respondent by virtue of Section 1209 of the Postal Reorganization Act (39 U.S.C. § 101 et seq.).

II. ALLEGED UNFAIR LABOR PRACTICES

A. Respondent's Business and Labor Relations

Respondent operates several facilities in Grand Rapids, Michigan, including the Main Post Office, Processing & Distribution Center (P&DC), Processing & Distribution Facility (P&DF), and an Annex. The P&DC handles letter mail and the P&DF handles packages. (Tr. 43.) Western Michigan Area Local 281, America Postal Workers Union (APWU), AFL-CIO, (Union or Local 281) represents about 800 employees of Respondent in western lower Michigan. (J. Exh. 1; Tr. 38.) At the Grand Rapids P&DC and Main Post Office, the Union represents about 230 members. (Tr. 38.)

Michelle Mack is a maintenance mechanic employed by Respondent at its Grand Rapids P&DC facility and serves as the President of Local 281. (Tr. 29, 32.) Mack has been Local 281's president since June 2023 and previously served in various roles, including executive vice president and steward. (Tr. 32-33, 117.) Prior to June 2023, Amy Puhalski served as Local 281's president for 12 years. (Tr. 163.) At the time of the hearing, Puhalski served as a national officer for the APWU. (Tr. 163.)

Susan Harcus has served as Respondent's Manager of Labor Relations for Michigan District 2 (Michigan 2) since 2014. (Tr. 214.) In that capacity, Harcus supervises labor relations specialists and handles other human resources functions involving threat assessment and making

[1] Although I have included citations to the record to highlight particular testimony or exhibits, my findings and conclusions are not based solely on those specific record citations, but rather on my review and consideration of the entire record for this case. The citations are abbreviated as: Tr. for transcript; GC Exh. for General Counsel Exhibit; R. Exh. for Respondent Exhibit; and GC Br. for General Counsel brief. As Respondent did not include page numbers in its brief, Respondent's brief has no abbreviated citations. My findings of fact encompass the credible testimony and evidence presented at trial, as well as logical inferences.

reasonable accommodations for injured employees. (Tr. 216-217.) Melvin Miller is a clerk in Harcus' office.

Harcus is also tasked with responding to requests for information filed by unions insofar as denying requests or advising installation heads regarding these requests. (Tr. 220.) Respondent admits, and I find, that Harcus is a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act. (GC Exh. 1(l).) Furthermore, Respondent admits, and I find, that Western Michigan Area Local 281, America Postal Workers Union (APWU), AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act. (GC Exh. 1(l).)

Respondent and the Union have been parties to a series of collective bargaining agreements, the most recent of which was effective September 21, 2021, through September 20, 2024. (J. Exh. 2.) The Union represents the following appropriate unit of Respondent's employees:

> 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 supervisory 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, 1201(2), all Postal Inspection Service employees, employees in the supplemental work forces as defined in Article 7 of the Collective-Bargaining Agreement, rural letter carriers, mail handlers, and letter carriers.

(J. Exh. 2; GC Exh. 1(g), (k), (l).)

Article 15 of the collective bargaining agreement sets forth the parties' grievance-arbitration procedure. (Jt. Exh. 2, p. 87.) At Step 1, an aggrieved employee must discuss the grievance with the employee's immediate supervisor. (Jt. Exh. 2, p. 87.) The Union may also initiate a grievance at Step 1 within fourteen (14) days of the date the Union first becomes aware or should become aware of the facts, giving rise to the grievance. (Id.) A supervisor may settle a grievance at Step 1. (Jt. Exh. 1, p. 88.) If no resolution is reached, the supervisor must render an oral decision within five (5) days of discussing the grievance with the grievant and/or Union. (Id.) The Union may appeal the supervisor's decision to Step 2 within ten (10) days. (Id.) The appeal to Step 2 involves completing a standard grievance form. (Id.) In certain circumstances, the Union may initiate a grievance at Step 2. (Jt. Exh. 2, p. 89.) Step 2 grievances involve a meeting between a Union representative and the installation head or his or her designee. (Id.) If agreement is not reached at the Step 2 meeting, the Union may appeal the grievance to Step 3. (Jt. Exh. 2, p. 90.) After the Step 3 meeting, the Union may appeal the grievance to national arbitration at Step 4. (Jt. Exh. 2, p. 95.)

On December 9, 2020, Mack filed a grievance on behalf of bargaining unit employees. (GC Exh. 3(a)). This grievance, No. GRM21720C, concerned the allegedly abusive behavior of a supervisor, Oscar Perez in the Grand Rapids P&DC, toward several unit employees. (GC Exh. 3(a), (b).) The grievance was put into abeyance until the parties could meet in September 2021. At that time, the grievance was going to be turned over to Harcus. (Tr. 66.) The postal labor

representative at that time admitted to Mack that Respondent was considering moving Perez to a different facility. (Tr. 68.) Unit employees frequently complained about Perez's conduct. Grievance No. GRM21720C was pending arbitration at the time of the hearing. On February 20, 2023, Mack filed additions and corrections to the grievance, which was moving to step 3. In the meantime, Mack filed information requests regarding this grievance, which are detailed below. (Tr. 57-60; GC Exh. 3(b).)

On March 20, 2024, Mack filed another grievance on behalf of unit employees. (GC Exh. 4.) This grievance, No. GRM02224C, also involved purportedly harassing behavior by Supervisor Perez towards unit employees. (GC Exh. 4.) This grievance was at Step 3 of the parties' grievance-arbitration procedure at the time of the hearing. Both grievances are alleged as violations of the National Agreement, regarding management actions affecting working conditions and safety.

B. Respondent's Process for Handling Information Requests for Grand Rapids P&DC

Harcus described the process for handling information requests made in the Grand Rapids P&DC plant. An information request is logged in, then given a number and scanned into an electronic format. The electronic copy is sent to the appropriate supervisor or manager to complete. Harcus' clerk, Miller, tracks the information requests. Typically, the process takes 5 days. Annually, the Harcus' office handles about 1400 information requests for all the crafts in the plant.

If a manager questions the propriety of requested information, such as a manager's discipline, Harcus makes the determination as to how to respond. Harcus is the only manager who can deny an information request.

C. The Union Makes Information Requests Related to Perez

Three information requests are at issue. The General Counsel contends the first two are refusals to provide information and third was a delay in providing information. Each of the information request forms sent by the Union to Respondent contain the following language at the top and bottom:

> We request copies of the following documents, in order to properly identify whether or not a grievance does exist, and if so, their relevancy to the grievance.
>
> . . .
>
> NOTE: Article 17, Section 3 requires the Employer to provide for review [of] all documents, files, and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under Section 8a(5) (sic) of the National Labor Relations Act, it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective

> bargaining. Grievance processing is an extension of the collective bargaining process.

(GC Exhs. 5(b), 6.)

1. The First Information Request

On January 6, 2023,[2] Mack sent an email to Harcus attaching a request for information (RFI). (GC Exh. 5(a), (b).) The email was copied to Melvin Miller and Amy Puhalski. (GC Exh. 5(a).) According to the subject line of the information request, the Union was sending a "Request for Information and Documentation Relative to Processing a Grievance." (GC Exh. 5(b).) The email asked for the following information:

> 1. REQUEST TO INTERVIEW AS SOON AS POSSIBLE THE FOLLOWING SUPERVISORS AT THE GMF: DENISE WYSOCKI, KRISTY VIVIAN, JORGE ROMAN-CORTEZ, NICHON PERRIER, JESUS GONAZLEZ, AND DONNA SALINAS.

(Emphasis in original) (GC Exh. 5(b).) All of the named individuals were Respondent's supervisors.[3] The Union resubmitted the request on January 13 as a "second and last request." (Tr. 168.)

Mack explained that the Union wanted to interview Denise Wysocki because she and Puhalski had a conversation with Wysocki purportedly about management refusing to respond to complaints about Supervisor Perez. (Tr. 74-75, 170.)[4] Mack testified that interviewing Wysocki was essential to the Union's investigation of grievance GRM-21720C. (Tr. 76.) Bargaining unit employees also witnessed Perez screaming at Wysocki on the work floor. (Tr. 78-79.)

The Union wished to interview Kristie Vivian because the Union had received statements from bargaining unit employees that Vivian had also been harassed by Perez between December 2022 and January 2023. Perez's conduct included screaming at Vivian, pointing at her and calling her a liar. (Tr. 79.) Vivian had also complained to the Union about management failing to respond to Perez's behavior. (Tr. 80.) Mack stated that a statement from Vivan would lend credence to the bargaining unit's complaints about Perez.

The Union wanted to interview Roman-Cortez because it had received about five employee statements that Roman-Cortez and Perez had a physical altercation in front of bargaining unit employees in December 2022. (Tr 81.) The Union hoped to corroborate these statements by interviewing Roman-Cortez. At the time, Perez was the Manager of District Operations (MDO), which was a step above the supervisors. (Tr. 81.)

---

[2] All dates occurred in 2023, unless otherwise noted.

[3] The Union does not represent these supervisors, who have their own union.

[4] Wysocki specifically complained to Mack that management was not doing anything about Perez, which included an incident in which Perez allegedly "cocked his fist back at her, and instead of hitting her, hocked a big loggie (sic) or spit, I guess, on her face." (Tr. 75.)

The Union sought to interview Nichon Perrier because she had also been repeatedly screamed at by Perez on the shop floor throughout 2022 and continuing to the end of 2023. The Union received about 15 employee complaints about this behavior and Mack personally witnessed 3 instances. (Tr. 82.)

The Union asked to interview Jesus Gonzalez because he had witnessed Perez harassing other employees. He told the Union he would be willing to complete a witness statement. (Tr. 83-85.)

Finally, the Union pursued interviewing Donna Salinas because Perez screamed at her around December 2022 or January 2023. Salinas told Mack that she had numerous statements and complaints sent to her supervisors and no one was doing anything about Perez. (Tr. 85.)

The Union contended that it was entitled to this information based on the collective bargaining agreement and other publications. Article 14 of the collective-bargaining agreement states that Respondent must provide safe working conditions for employees. (Jt. Exh. 2, p. 77.) This same provision requires the Union to cooperate with Respondent in upholding this provision. (Id.) The Union also cited Article 19 of the collective-bargaining agreement. (Jt. Exh. 2, pp. 120-121.) The Union further relied upon ELM 665, PUB 552, and the ASM.

According to Mack, the Union previously requested twice to interview supervisors, and those requests had been granted. (Tr. 86.) Mack testified that both requests were granted within a week. (Tr. 87.)

Harcus challenged the Union's request, asking why the information was needed. (Tr. 224.) By emails on January 17 and 29 and February 4, Harcus also advised the Union that the incident was under investigation by management and feared the requested interviews could taint Respondent's investigation. She also advised the Union that she was not denying the requests but only delaying the requests pending the completion of Respondent's own investigation. (Tr. 224, 226; GC Exh. 7.)

On January 17, Puhalski replied that Perez was promoted to Acting Manager of District Operations despite management knowing he created a hostile work force and yelling at employees, supervisors, and managers. (GC Exh. 7.) On the same date, the Union's National Business Agent notified Harcus that Respondent's "Supervisors Guide to Handling Grievances" required supervisors and managers to cooperate with a union's request to interview a supervisor when relevant, which then required Respondent to cooperate with the request and prior Board contempt orders.[5] On March 10, Puhalski emailed Harcus that the Union was still waiting to have this information request fulfilled. (GC Exh. 7.)

Harcus testified that she did not deny the Union's request; instead, she was delaying the response until the management investigation was complete. (Tr. 158, 226-227.) Harcus did not believe that the request to interview the supervisors was relevant, as the Union could not file a grievance for any of them. (Tr. 225.) Harcus also thought that the Union could interfere with the investigation because the Union had a "penchant against Perez." Harcus additionally testified

[5] The Union's initial charge was also filed on January 17.

that the management investigation was not a Union process, and the Union was not permitted to interfere per postal guidance. (Tr. 226-227.) According to Harcus, the investigation took a long time due to local management's actions, over which Harcus had no control. (Tr. 227, 230.)

Harcus admitted that she was not provided with a completed copy of management's interviews in the Perez investigation. (Tr. 228, 230.) Nothing in the record shows that the Union was ever permitted to interview these supervisors.

2. The Second Information Request

On January 6, the Union faxed another information request to Harcus' office. (GC Exh. 6.) This request sought:

> 1. HARD COPIES OF "ANY AND ALL" STATEMENTS/EMAILS FROM SUPERVISOR DENISE WYSOCKI TO HER SUPERIORS IN REGARDS (sic) TO OSCAR PEREZ. (FY-2022 TO PRESENT).
>
> 2. HARD COPIES OF "ANY AND ALL" STTAEMENTS/EMAILS FROM DONNA SALINAS TO HER SUPERIORS IN REGARDS TO OSCAR PEREZ. (FY-2022 TO PRESENT).
>
> 3. HARD COPIES OF "ANY AND ALL" INVESTIGATIVE NOTES/INTERVIEWS/EMAILS/STATEMENTS OF INAPPROPRIATE/HOSTILE CONDUCT BY OSCAR PEREZ TO ANY OF THE FOLLOWING INDIVIDUALS: DENISE WYSOCKI, KRISTY VIVIAN, NICHON PERRIER, LEAD CLERK HUONG TRAN, AND DONNA SALINAS. (FY-2022 TO PRESENT).
>
> 4. WHAT ACTION, IF ANY, MANAGEMENT TOOK BASED ON FINDINGS FROM ABOVE LISTED #1, #2, AND #3.
>
> 5. WHAT MANAGEMENT OFFICIAL(S) WERE ASKED WITH INVESTIGATING ABOVE LISTED #1, #2, AND #3.
>
> 6. WHAT ACTIONS, IF ANY, HAS MANAGEMENT TAKEN IN ACCORDANCE WITH PUBLICATION 553 ON THE ONGOING COMPLAINTS FROM EMPLOYEES AND MANAGEMENT OF HARASSMENT AND INAPPROPRIATE/HOSTILE CONDUCT BY SUPERVISOR OSCAR PEREZ.
>
> 7. HARD COPY OF "ANY AND ALL" ACTION TAKEN.

(Emphasis in original, sic) (GC Exh. 6.) A second request for this information was faxed to Harcus' office on January 13. (GC Exh. 6.)

Mack sought the information because Wysocki, Salinas, Vivian, Perrier, and Tran had all allegedly been harassed by Perez. (Tr 84.) Salinas and Wysocki had both expressed

frustration to the Union regarding management's lack of action regarding Perez. Mack testified that the Union needed the information in this request in order to corroborate statements it had received from unit employees and to provide a safe working environment for unit employees. (Tr. 92.)

All of the individuals sought to be interviewed by the Union, except Tran, were supervisors of Respondent. (Tr. 96.) Respondent allowed the Union to interview Tran because she was a unit employee. (Id.) Harcus conceded that she should have provided item 7 from the January 6 request for information.

3. The Third Information Request

On January 12, Union President Puhalski forwarded to Respondent an email from a union steward about Perez's allegedly abusive behavior in the steward's attempts to prevent an overtime grievance. (GC Exh. 7.) Also on January 12, the Union faxed another request for information to Harcus' office. (GC Exh. 8.) This information request sought:

> 1. HARD COPY OF ANY AND ALL IMIP'S, TO INCLUDE ALL DOCUMENTS, INTERVIEWS, STATEMENTS AND OUTCOME, THAT HAVE BEEN CONDUCTED IN THE LAST 2 YEARS AT GRP&DC.

(Emphasis in original) (GC Exh. 8.)

An IMIP is the Initial Management Inquiry Process report for harassment or hostile work environment claims. The process is supposed to be confidential. Those interviewed are told that their information will be kept confidential except when it must be revealed, such as when someone is physically assaulted or it becomes a police matter. Aside from Harcus, postmasters and other supervisors conduct IMIPs. IMIP reports are given numbers and stored in a computerized database.

Harcus testified that, in previous circumstances related to grievances, she provided IMIPs to the Union. (Tr. 233.) On two previous occasions Puhalski requested IMIPs, which Respondent provided. (Tr. 198-200.)

On Sunday, January 25, Harcus replied to the Union:

> . . .
>
> You list you need this information regarding a Class Action grievance . . . under Article 17 Representation and Article 31 Union Management Cooperation . . .
>
> . . .

> It is unclear how the confidential IMIP reports from the past two years has (sic) relevance to any grievance the APWU could file at this time as limit of filing a grievance is set from the date of the incident. IMIP are based on a complaint by an employee. The employee was aware and therefore (sic) had the choice of process. The Union can file on behalf of the employees but past the 14 day threshold renders any grievance untimely.
>
> Further there is the confidentiality of the IMIP process, which if we are to abrogate will require you to provide relevancy of this information to any grievance you can file at this time.
>
> When you have responded with the relevance your answer will be taken under consideration. . .

The Union faxed a second request for this information on January19 and a third and final request for the information on January 26. (GC Exh. 8.)

The Union and Respondent continued to trade emails regarding the requested information. (GC Exh. 7.) During the email exchange, the Union stated the issue was about Perez and his behavior in creating a hostile work environment. Although Harcus requested that the Union narrow its request, she did not request any sort of clarification. (GC Exh. 9.)

Harcus maintained that she told the Union that the information was confidential, and the Union agreed to keep the information confidential. (Tr. 236.) She believed the request for "any and all IMIPs" was a fishing expedition. (Tr. 237.) She admitted that the IMIP process on Perez began in 2023. (Tr. 238.) She did not offer to provide the documents in a redacted format or any other sort of accommodation. (Tr. 237.)

On February 7, Puhalski asked Harcus whether two management personnel were conducting an IMIP on Perez. On February 16, 2023, Respondent's Labor Relations Specialist Alicia Moore emailed Mack "more information" on Perez and available IMIPs. Moore offered to meet with Mack if desired and "[i]f not I will add this information to the denial [of the grievance, sic] and finalize it after I hear back from you." (GC Exh. 10.)

On February 20, after Puhalski's February 7 email and after receipt of the information, Harcus confirmed two management personnel were getting together an IMIP and said she had been unable to respond because she was ill.

Mack testified these documents fulfilled the Union's information requests. (Tr. 130.) Mack sought this information because it was investigating the creation of an alleged hostile work environment by Perez and to protect bargaining unit employees. Mack said the information was critical to the investigation of the grievance. The information received, including employee statements, lent credence to the long-standing allegations against Perez. (Tr. 131.)

DISCUSSION AND ANALYSIS

A. Witness Credibility

A credibility determination may rely on a variety of factors, including the context of the witness' testimony, the witness' demeanor, 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. *Double D Construction Group,* 339 NLRB 303, 305 (2003); *Daikichi Sushi,* 335 NLRB 622, 623 (2001) (citing *Shen Automotive Dealership Group,* 321 NLRB 586, 589 (1996)), enfd. 56 Fed. Appx. 516 (D.C. Cir. 2003). Credibility findings need not be all-or-nothing propositions—indeed, nothing is more common in all kinds of judicial decisions than to believe some, but not all, of a witness' testimony. *Daikichi Sushi,* 335 NLRB at 622. Some of my credibility findings are incorporated into the findings of fact set forth above.

Based upon my review of the record and observations, I find that the witnesses were equally credible, and the documents relate most of the relevant facts. Where testimony went unchallenged, I credited the undisputed statements.

B. Legal Standards Regarding Information Requests

In dealing with its employees' collective-bargaining representative, one of the things which employers must do, on request, is to provide information that is needed by a bargaining representative for the proper performance of its duties. *NLRB v. Acme Industrial Co*., 385 U.S. 432 (1967). Following an appropriate request, and limited only by considerations of relevancy, the obligation arises from the operation of the Act itself. *Ellsworth Sheet Metal*, 224 NLRB 1506 (1976). In each case, the inquiry is whether both parties meet their duty to deal in good faith under the particular facts of the case. *NLRB v. Truitt Mfg. Co*., 351 U.S. 149 (1956).

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 635, 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); *The Earthgrains Co*., 349 NLRB 389 (2007). The information sought by the Union in this case is not presumptively relevant.

When a union seeks information concerning employees outside of the bargaining unit, there is no presumption of relevance, and the union has the burden to show relevance in such circumstances. *E.I. DuPont de Nemours and Co.,* 744 F.2d 536, 538 (6th Cir. 1984). The test for relevancy is a broad discovery-type standard under which the union must show a reasonable belief, supported by objective evidence, that the requested information is relevant. *Disneyland Park,* 350 NLRB 1256, 1257-1258 (2007). The union's explanation of the relevance of the information need not be dispositive of the issue between the parties but rather have only some bearing upon it and be of probable use to the union in carrying out its duties. *Public Service Co. of New Mexico,* 360 NLRB 573, 574 (2014). Information sought to assist a union in policing its collective-bargaining agreement has been found relevant and necessary by the Board. *West Penn*

Power Co., 339 NLRB 585, 586 (2003). In making this determination, the Board is not required to determine the underlying merits of a grievance at issue but only make a determination that the requested information is probably relevant and is likely to assist the union in carrying out its statutory duties. *NLRB v. U.S. Postal Service*, 888 F.2d 1568, 1570 (11th Cir. 1989).

After a union demonstrates the relevancy of the requested information, the burden shifts to Respondent to establish that the information was not relevant, did not exist, or for some other valid and acceptable reason could not be furnished to the requesting party. *Samaritan Medical Center,* 319 NLRB 392, 398 (1995), citing *Somerville Mills,* 308 NLRB 425 (1992) and *Postal Service,* 276 NLRB 1282 (1985). To the extent that a respondent claims that some of the information sought was confidential, the Board has held that if an employer is concerned about confidentiality, it cannot simply raise this concern but must instead come forward with an offer to accommodate both its concern and bargaining obligation. *Tritac Corp*., 286 NLRB 522, 522 (1987).

In addition, the Board balances a union's need for information against any legitimate and substantial confidentiality interest established by the employer. *Earthgrains Baking Cos., Inc*., 327 NLRB 605, 611 (1999). As part of the balancing process, the party asserting the claim of confidentiality has the burden of proving that such interests are in fact present and of such significance as to outweigh the union's need for the information. *Jacksonville Area Assn*., 316 NLRB 338, 340 (1995). Where the employer fails to demonstrate a legitimate and substantial confidentiality interest, the union's right to the information is effectively unchallenged and the employer has a duty to furnish the information. *A-Plus Roofing*, 295 NLRB 967, 970 (1989). In this case, it was thus Respondent's duty, upon asserting its confidentiality concerns, to promptly offer an accommodation. See *The Finley Hospital*, 362 NLRB No. 2, slip op. at 11–12 (2015) (employer's failure to offer an accommodation for 2 months found violative of the Act).

C. Respondent Violated the Act in Failing and Refusing to Provide Necessary and Relevant Information to the Union

1. Parties' Positions

The General Counsel contends that it had a reasonable belief that Respondent violated the collective-bargaining agreement. It also cited that Respondent failed to offer to narrow or clarify the January 6 requests.

Respondent denies it failed to provide relevant information. In its answer, it further sets forth several affirmative defenses, including: the information sought was not presumptively relevant and no relevance was provided to Respondent; the information sought would impinge on the confidentiality of Respondent and/or other employees represented by other bargaining units; and, the matters in the complaints should be deferred to the parties' grievance/arbitration process.

Respondent's brief[6] contends it is "not obligated to provide information to the Union relating to an ongoing investigation."[7] Respondent also contends that the alleged harassment does not extend to non-bargaining employees or other managers, and that the Union failed to state the need for this information or its relevant to its bargaining duties.

2. The General Counsel Demonstrated That the Information Was Necessary and Relevant

As previously noted, the burden is upon the General Counsel to demonstrate relevance of the requested information when it pertains to non-bargaining unit personnel and is assessed in the circumstances of each case. The Union's request may not be based upon "mere suspicion" and relevance is decided on a case-by-case basis. *Postal Service,* 310 NLRB 701, 702-703 (1993). The information sought "need not be totally dispositive of a grievance or a dispute." *Doubarn Sheet Metal, Inc.*, 243 NLRB 821, 823 (1979), discussing *Ohio Power Co.,* 216 NLRB 987, 991 (1975). Here, the Union sought information related to grievances about Perez's allegedly abusive and/or harassing conduct towards bargaining unit employees and Perez's conduct towards supervisors in the presence of bargaining unit employees.

In *Holiday Inn on the Bay*, 317 NLRB 479-480 (1995), the union sought information about supervisory personnel who were disciplined while two bargaining unit employees were terminated for allegedly leaving the front desk cashbox unattended, resulting in missing cash. The employer gave the union the information for bargaining unit employees who were similarly disciplined but refused to give the information on supervisory personnel for a smattering of different reasons, including that the management files were not covered by the parties' contract, were confidential, and the employer only released information on bargaining unit personnel. The judge explained that the relevancy should have been obvious to someone who knew the context of the grievances and the comparative disciplinary reasons. The information was also likely to show whether unit employees were more harshly or unjustly treated. *Holiday Inn on the Bay*, 317 NLRB 479, 481 (1995), quoting *Doubarn*, supra.

In *USPS*, 888 NLRB 1568, the union requested disciplinary actions against supervisors for gambling after bargaining unit employees were terminated for the same offense and the union filed grievances. The Post Office in that case maintained a rule against gambling for both employees and supervisors. Id. at 1571. Because the same standard applied to both groups, the Eleventh Circuit found that legitimate reasons existed to determine whether each group was similarly treated. Id.[8]

---

[6] Again, Respondent's brief had no page numbers.

[7] Respondent further delved into *Weingarten* rights, the Union's right to attend investigatory interviews, and the limitations of such interviews. Because these consolidated cases do not involve the right of a union to attend management interviews with non-bargaining unit employees, I do not address these arguments. Respondent also cites a GC Advice memorandum, which is not binding upon the administrative law judges or the Board. Additionally, I do not address Respondent's contentions regarding other violations of Section 8(a)(5) (other than the alleged delay in providing information) and any independent violation of Section 8(a)(1), as none are alleged in the Consolidated Complaint.

[8] The Court also noted that, although it was free to draw its own conclusions, the Board's decision was entitled to "considerable deference." 888 F.2d at 1570-1571, citing *NLRB v. Local 103, Int'l Assoc. of Bridge, Structural and Ornamental Iron Workers,* 434 U.S. 355, 350 (1978).

The General Counsel, in cases regarding the processing of the information requests, makes clear that the issue is whether Perez has treated personnel harshly. The reason for the information requests was to show Perez treated everyone harshly and that management turned a blind eye to this behavior, in the Union's attempt to support its grievances. Whether the information will support the Union's beliefs is unknown without the documents, but clearly the requests show a probability of relevance.

Respondent also had its own information about Perez's alleged conduct, which is why Respondent opened its own investigation into Perez. As in *USPS,* 888 NLRB 1568, Respondent knew that supervisors engaged in the type of behavior in the Union's allegations. Based upon its conversations with the tour managers who complained about him to the Union, the Union had a reasonable belief that the requested information would be helpful. In short, the Union's beliefs were not speculative.

Additionally, the Union's information requests go beyond "mere suspicion." Supervisors complained directly to the Union about Perez's conduct towards them and expressed interest in participating in the Union's cases involving Perez. Respondent knew the Union's concerns were beyond speculation: Respondent opened its own investigation into Perez's abusive conduct. *Holiday Inn*, supra.

Nor are the information requests moot: By the time of hearing, one grievance was headed to arbitration and the other continued through to the grievance process. The requested information remained relevant for those proceedings.

3. The First Information Request

The Union requested to interview certain supervisors who complained to the Union about Perez's conduct. Not only had these supervisors complained to the Union about Perez, but a number of bargaining unit employees witnessed confrontations between Perez and the supervisors.

Harcus was concerned the Union could interfere with the management investigation. This interference would come from the Union speaking with the same supervisors in the management investigation. Harcus also suspected that the Union had a distaste for Perez, which could also interfere with the investigation. Harcus therefore thought it prudent to delay the Union's interviews until after the management investigation was complete. However, by the time of this hearing, Respondent had still not allowed the Union to interview the supervisors as requested.

Unless Respondent can show otherwise, a union's information request is presumed to be made in good faith. *NTN Bower Corp*., 356 NLRB 1072, 1138 (2011). Respondent must prove that the Union's use of this information presents a "clear and present danger." *NTN,* Id. at 1072 n. 3. The "clear and present danger" may also show that the information would be misused or used to harass. *Rieth-Riley Construction Co*., 372 NLRB No. 142 (2023).

In *NTN*, the union requested information about striker replacement workers, which the employer declined to provide until after the strike is over and even then, still refused to provide it. The judge agreed that the employer demonstrated that the strikers harassed the replacement

workers during the strike and therefore that was no violation. However, the replacement workers were not harassed once the strike was over, so the employer should have provided the information then. 356 NLRB at 1138-1139.

Respondent here had only a suspicion that the Union would interfere with its investigative process. Harcus' distrust of the Union's actions does not translate into a clear and present danger.[9] Therefore, it does not prove that the Union's request was made in bad faith. Respondent's failure to provide this information violates Section 8(a)(5).

Respondent's affirmative defenses raise that these supervisors are represented by another union. However, since these supervisors were never set up for interviews, any *Weingarten* defense for these supervisors is premature. The supervisors never had an opportunity to ask for representation and there is no evidence that any cooperation with the Union would possibly lead to disciplinary action for the supervisors.

Another of Respondent's affirmative defenses maintains that it was not required to produce the supervisors for interviews at all, per *Whirlpool Corp.*, supra. *Whirlpool* relies upon *Anheuser-Busch, Inc.*, 237 NLRB 982 (1978). This position is a shift from what Harcus offered: to allow the supervisors to be interviewed by the Union, but only after the management investigation was complete and one which the Union had no opportunity to address. Furthermore, Respondent's brief fails discuss its *Whirlpool* affirmative defense, nor does it cite any current authority. Because Respondent fails to support this affirmative defense, it is dismissed.[10]

4. The Second Information Request

The Union requested, in various permutations, information related to Perez's hostile and/or inappropriate conduct towards certain supervisors and notes, statements, emails, and investigative notes. Respondent was required to give the supervisors' statements, in whatever form, to the Union. *Piedmont Gardens*, 362 NLRB 1135 (2015), rev. denied in rel. part and enfd. sub nom. *American Baptist Homes of the West v. NLRB*, 858 F.3d 612 (D.C. Cir. 2017).

A balancing test is applied to analyze whether Respondent had a confidentiality interest in protecting witness statements from disclosure. The union's need for the requested relevant information is balanced against the employer's legitimate and substantial confidentiality interests. The employer's interests must show whether: the witnesses need protection; the evidence might be destroyed; testimony might be fabricated; or the union may be engaged in a coverup. *FCA US LLC*, 371 NLRB No. 32, slip op. at 4 (2021). If an employer establishes the confidentiality interest, then the employer then must offer accommodation to protect the

[9] Even relying upon a "totality of the circumstances" test, the circumstances do not prove that the Union would act in accordance with Harcus' suspicions. After all, Respondent too investigated Perez.

[10] The General Counsel points out that *Anheuser-Busch,* supra, was overruled in *Piedmont Gardens*, 362 NLRB 982, 984 (2015) for the provision of witness statements.

confidentiality of the information the union seeks. Id, slip up at 4. The employer must offer accommodation that will meet the needs of both parties. *National Steel Corp.,* 335 NLRB 747, 748 (2001), enfd. 324 F.3d (928 (7th Cir. 2003), which may include an offer to release information conditionally, *U.S. Testing Co. v. NLRB,* 160 F.3d 14, 20 (D.C. Cir. 1998), enfg. 324 NLRB 854 (1997). *FCA*, 372 NLRB No. 32, slip op. at 4.

Unlike in *FCA*, 371 NLRB No. 32, slip op. at 5, where the union did not respond to an offer of confidentiality, here the Union agreed in principle to maintain the confidentiality of the documents. Respondent never specified the form of confidentiality. In fact, Respondent did not offer any accommodation at all. Additionally, Respondent never raised any of the interests listed above that would deny the Union the information at all. The balancing test, therefore, favors the Union and release of the information. Despite this agreement in principle that the Union would keep the information confidential, Respondent still had not turned over the information at the time of the hearing. Respondent therefore has violated Section 8(a)(5) by failing to provide this information after declining to offer an accommodation.

D. Respondent Did Not Unnecessarily Delay in Providing Information for the Union's Third Request

The General Counsel contends that Respondent unlawfully delayed in providing the information sought in the Union's the third request. The Union made this request three times, on January 12, 19 and 26. Despite the Union's requests for all IMIPs for the last 2 years at the Grand Rapids P&DC, the parties discussed the Union's concerns, which helped narrow the request.

As a result, Respondent produced the information to the Union approximately 35 days after the initial request. Respondent admits its normal time for processing information requests is 5 days. The Union pointed out that on February 7 management personnel likely were conducting an IMIP on Perez. Respondent provided the information on February 16. The undisputed record also reflects that Harcus was out with an illness while the parties discussed this request.

Respondent's brief contends that it is not required to create documents that don't exist, such as the IMIP and IMIP-related documents, and not required to produce the ones in its possession for the previous two years were not relevant. Nothing in the record shows that Respondent advised the Union that it did not have any documents for that two-year period. Respondent has an obligation to advise the Union that it had no responsive documents. See generally *Ascension Borgess Hospital*, 372 NLRB No. 86, slip op. at 8 (2023). Furthermore, Respondent eventually turned over a response sufficient to satisfy the Union.

Absent evidence of justification, an unreasonable delay in furnishing relevant information is as much a violation of Section 8(a) (5) of the Act as a refusal to furnish the information at all. *PAE Aviation and Technical Services, LLC*., 366 NLRB No. 95, slip op. at 3 (2018). It is an employer's duty to furnish relevant information as promptly as possible, given the circumstances, as a union is entitled to the information at the time the information request is made. Id. In determining whether a party has failed to produce information in a timely manner, "the Board considers a variety of factors, including the nature of the information sought (including whether the requested information is time sensitive); the difficulty in obtaining it (including the

complexity and extent of the requested information); the amount of time the party takes to provide it; the reasons for the delay in providing it; and whether the party contemporaneously communicates these reasons to the requesting party." *General Drivers, Warehousemen & Helpers Local Union No. 89*, 365 NLRB No. 115, slip op. at 2 (2017). The analysis is an objective one, focusing not on whether the employer delayed in bad faith, but rather on whether it supplied the requested information in a reasonable time. *Management & Training Corp.*, 366 NLRB No. 134, slip op. at 3 (2018). Even though an employer has not expressly refused to furnish the information, its failure to make a diligent effort to obtain or to provide the information reasonably promptly may be equated with a flat refusal. *Shaw's Supermarkets,* 339 NLRB 871, 875 (2003), citing *NLRB v. John C. Swift Co*., 124 NLRB 394 (1959), enfd. in part and denied in part 277 F.2d 641 (7th Cir. 1960).

Although no per se rule exists to say what constitutes an unreasonable delay, the Board has found delays from two to 16 weeks to be unreasonable. See *Capitol Steel & Iron Co*., 317 NLRB 809 (1995) (two weeks unreasonable); *Aeolian Corp*., 247 NLRB 1231, 1245 (1980) (three weeks unreasonable); *Postal Service*, 308 NLRB 547, 551 (1992) (4 weeks unreasonable); Postal Service, 332 NLRB 635 (2000) (five weeks unreasonable); *Linwood Care Center*, 367 NLRB No. 14, slip op. at 5 (2018) (six weeks unreasonable); *Woodland Clinic*, 331 NLRB 735, 737 (2000) (seven weeks unreasonable); and *Regency Service Carts*, 345 NLRB 1286 (2005) (16 weeks unreasonable).

Although Respondent normally processed information requests within 5 days, here part of the delay was attributable to Harcus' illness and the parties' attempt to narrow the information request. On February 7, the Union notified Respondent that the IMIP was probably taking place. In turn, Respondent provided the information on February 16, only 9 days later. Given the time in which the Union needed to narrow the request and identify the personnel conducting an IMIP, a 9-day period is reasonable. The information was not time sensitive as the parties were not scheduled for arbitration at that time. I therefore dismiss the allegation that Respondent unlawfully delayed in providing the requested information to the Union.

E. The Information Requests Cannot Be Deferred

Respondent's affirmative defenses further assert that deferral of information requests is not inappropriate.[11] The Board has long held that information requests cannot be deferred, particularly when the information is relevant to the Union's ability to process grievances.

The Supreme Court in *Acme Industrial*, supra, explained that Sections 8(d) and 10(a) provides the foundation for the Act must not give way to the arbitration process for information requests and concluding:

> Far from intruding upon the preserve of the arbitrator, the Board's action [sic, requiring the employer to provide information instead of deferring to arbitration] was in aid of the arbitral process. Arbitration can function properly only if the grievance procedures leading to it can sift out unmeritorious claims. For if all

[11] Respondent's brief provides no explanation as to why it believes this longstanding policy should be overturned.

> claims originally initiated as grievances had to be processed through arbitration. The system would be woefully overburdened. Yet, that is precisely what the respondent's restrictive view would require. It would force the union to take a grievance all the way to arbitration without providing the opportunity to evaluate the merits of the claim. [footnote omitted] The expense of arbitration might be placed upon the union only for it to learn that the machines had been relegated to the junk heap. Nothing in federal labor law requires such a result.

Acme Industrial, 385 U.S. at 438-439.

The Board has upheld this standard for years. See, e.g.: *Postal Service,* 276 NLRB 1282, 1284-1285 (1985); *International Harvester Co.*, 241 NLRB 600 (1979). Courts also have upheld this standard. See, e.g.: *Endo Painting Service, Inc. v. NLRB,* 679 Fed. Appx. 614, 615 (mem.) (9th Cir. 2017); *New York and Presbyterian Hospital v. NLRB*, 649 F.3d 723, 732 (D.C. Cir. 2011); *NLRB v. Local One-L, Amalgamated Lithographers of America*, 344 Fed. Appx. 663, 665 (2d Cir. 2009); *NLRB v. Davol, Inc.,* 597 F.2d 782, 786-767 (1st Cir. 1979). I therefore dismiss this affirmative defense.

CONCLUSIONS OF LAW

1. The Board has jurisdiction over the Respondent by virtue of Section 1209 of the Postal Reorganization Act (PRA).

2. Western Michigan Area Local 281, America Postal Workers Union (APWU), AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By failing and refusing to provide, the Union with the information it requested on January 6, 2023, and January 12, 2023, that is relevant and necessary to the performance of its function as the exclusive collective-bargaining representative of Respondent's employees, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the National Labor Relations Act.

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

5. The Act has not been violated in any other way.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. More specifically, having found that Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act, it shall be ordered to cease and desist from refusing to provide the Union with information relevant and necessary to the performance of its function as the exclusive collective-bargaining representative of Respondent's employees.

The Complaint requests that the Postal Service provide necessary and relevant information to "the Unit or any other labor organization with which Respondent has an exclusive collective-bargaining relationship at Respondent's facilities." The General Counsel further requests a state-wide posting due to five enforced orders and at least four consent orders for the State of Michigan postal units and an order pursuant to *Hickmott Foods,* 242 NLRB 1357 (1979). The General Counsel also demands a generalized bargaining order in the State of Michigan because the Postal Service is a recidivist violator of the Act. Respondent argues that, presuming any violation is found, the remedy should be limited to the instant location for the following reasons: the alleged violations occurred only at this facility; the record reflects that this facility receives 1400 information requests per year, but none have been pursued by the Contempt Branch for a violation since the May 2018 consent order.

At hearing, the General Counsel adduced evidence that the Grand Rapids P&DC lies in the second of two postal districts in the State of Michigan. The General Counsel's brief alleges that the flagrant failure to provide information throughout the state resulted in significant fines. The last consent order involved Michigan District 2. Unfortunately, none of this information was entered into the record, but was put forth for the first time in its brief.

The General Counsel's request for a broad cease and desist order is one applied when a respondent commits serious violations and egregious misconduct that demonstrate a general disregard for employees' fundamental rights. See, e.g., *List Industries, Inc.*, 373 NLRB No. 146 (2024). Here, Respondent has disregarded its duty to provide information, albeit again in relatively recent history. Because the violations are limited to information requests, I decline to recommend broad cease and desist language.

General Counsel also asks for a "modernized" approach to posting beyond what is set forth in *J. Picini Flooring*, 356 NLRB 11 (2010). Most orders requiring electronic communication are not limited to email and are for any electronics means available. See, e.g., *Starbucks Corp.*, 372 NLRB No. 101 (2024) ("notices shall be distributed electronically, such as by email, posting on an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means.")

Additionally, only the Board, not administrative law judges, can make changes in policy. The Board recently declined to change the electronic notification policy. *Rieth-Riley Construction Co., Inc.*, 373 NLRB No. 149 (2024). Therefore, Respondent will further be ordered to post the notice to employees attached as the Appendix. Respondent also shall be ordered to provide the Union with the information it requested on January 6 and 12, 2023, to the extent it has not already been provided.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[12]

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

ORDER

Respondent, United States Postal Service, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of its employees in the following appropriate 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 supervisory 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, 1201(2), all Postal Inspection Service employees, employees in the supplemental work forces as defined in Article 7 of the Collective-Bargaining Agreement, rural letter carriers, mail handlers, and letter carriers.

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

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

(a) Furnish to the Union in a timely manner the information it requested on January 6 and 12, 2023.

(b) Within 14 days after service by the Region, post at its facilities in its Grand Rapids, Michigan, copies of the attached notice marked "Appendix."[13] Copies of the notice, on forms provided by the Regional Director for Region 7 after being signed by Respondent's authorized representative, shall be posted by Respondent and

[13] If the Grand Rapids processing and distribution center facility is open and staffed by a substantial complement of employees, the notice must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed or not staffed by a substantial complement of employees due to the Coronavirus Disease (COVID-19) pandemic, the notice must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 50 days before the physical posting of the notice, the notice shall state at the bottom that, "This notice is the same previously [sent or posted] electronically on [date]. 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."

maintained for 60 consecutive days in conspicuous places including all places where notices to employees 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 Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by 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, Respondent has gone out of business or closed the facility involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent at any time since January 6, 2023.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

Dated, Washington, D.C. August 1, 2025

Melissa M. Olivero
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 refuse to bargain collectively with Western Michigan Area Local 281, America Postal Workers Union (APWU), AFL-CIO, (Union or Local 281), (the Union) by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of its employees in the following appropriate 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 supervisory 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, 1201(2), all Postal Inspection Service employees, employees in the supplemental work forces as defined in Article 7 of the Collective-Bargaining Agreement, rural letter carriers, mail handlers, and letter carriers.

WE WILL NOT, in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, within 14 days from the date of this Order, provide APWU Local 281 with relevant information that it requested on January 6, 2023, and January 12, 2023, that has not already been provided, and that was necessary for it to perform its functions as the exclusive collective-bargaining representative of unit employees.

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 05-200,
Detroit, MI 48226-2569
(313) 226-3200
Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/07-CA-310921 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., 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 (616) 930-9165.