

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

AMERICAN POSTAL WORKERS-UNION  
238 KANSAS KAW VALLEY AREA LOCAL  
(United States Post Office)

Case 14-CB-332603

and

EVA AYALLA, an Individual

*Kyle Hyde, Esq. and Rebecca Proctor, Esq.,*  
for the General Counsel.

*Jason Veny, Esq. and Adreanna Sellers, Esq.*  
*(Murphy Anderson PLLC), of*  
Washington, DC, for the Respondent.

DECISION

CHARLES J. MUHL, Administrative Law Judge. The General Counsel's complaint in this case alleges that Respondent American Postal Workers-Union 238 Kansas Kaw Valley Area Local violated Section 8(b)(1)(A) of the National Labor Relations Act by refusing to provide information requested multiple times by Charging Party Eva Ayalla. In particular, Ayalla sought information concerning grievance settlements to determine if the payment amounts received by her and other bargaining-unit employees were fairly calculated by the Union. The information requested included the total amount of a settlement and what each employee received. The Respondent refused to provide the information, claiming it was private and its revelation to employees would cause division and complaints. I conclude that the Respondent's refusal to provide the requested information was arbitrary under Board law and violated Section 8(b)(1)(A).

On January 6 and 7, 2026, I heard this case via videoconference and in person in Overland Park, Kansas. On February 17, 2026, the General Counsel and the Respondent filed posthearing briefs, which I have read and carefully considered. On the entire record, I make the following findings of fact and conclusions of law.<sup>1</sup>

## FINDINGS OF FACT<sup>2</sup>

### ALLEGED UNFAIR LABOR PRACTICES

The United States Postal Service provides services at a number of facilities in the Kansas City/Overland Park metropolitan area, all of which are a part of the “Shawnee Mission Main Office Installation” (SMMO). The national American Postal Workers Union, AFL–CIO (the National Union) is the exclusive collective-bargaining representative of a unit of employees that includes SMMO custodians. At material times, the Postal Service and National Union had a collective-bargaining agreement in effect from May 17, 2022, through May 17, 2025. That agreement contained a grievance and arbitration procedure. The American Postal Workers-Union 238 Kansas Kaw Valley Area Local (the Respondent, the local Union or APWU Local 238) is an agent of the National Union for purposes of servicing unit employees employed at the SMMO facilities. At material times, Michelle Fitzpatrick was the Respondent’s president.

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<sup>1</sup> On September 8, 2025, the General Counsel, through the Regional Director for Region 14 of the National Labor Relations Board (the Board), issued a complaint and notice of hearing against the American Postal Workers-Union 238 Kansas Kaw Valley Area Local (the Respondent, the local Union or APWU Local 238) in Case 14–CB–332603. The complaint was premised upon an unfair labor practice charge filed by Eva Ayalla on December 17, 2023. On September 22, 2025, the Respondent filed a timely answer to the complaint, denying the substantive allegations and asserting numerous affirmative defenses.

In its answer, the Respondent admitted, and I so find, that the United States Postal Service is an employer within the meaning of Sec. 2(2), (6), and (7) of the National Labor Relations Act (the Act). The Respondent also admitted, and I so find, that both APWU Local 238 and the national American Postal Workers Union, AFL–CIO (the National Union) are Sec. 2(5) labor organizations. Finally, the Respondent admitted at the hearing, and I so find, that it is a Sec. 2(13) agent of the National Union for purposes of servicing unit employees employed out of the Postal Service’s installation located in Shawnee, Kansas. (Tr. 93–94.)

<sup>2</sup> In order to aid review, I have included citations to the record in my findings of fact. The citations are not necessarily exclusive or exhaustive. My findings of fact are based upon consideration of the entire record. Any testimony in conflict with my findings has been discredited. In assessing witnesses’ credibility, I relied upon witness demeanor, the context of the testimony, the quality of the recollections, testimonial consistency, the presence or absence of corroboration, 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 *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. sub nom. 56 Fed.Appx. 516 (D.C. Cir. 2003). My specific credibility determinations are detailed in the findings of fact.

Skylar Wessely was a postal employee and also served as the Union's maintenance craft director/steward.

5 Charging Party Eva Ayalla worked as a custodian at one of the SMMO facilities from 2009 to November 30, 2022, when she retired. Ayalla served as a union steward for APWU Local 238 from about 2014 until July 7, 2022.

10 Shortly after the end of each fiscal year, the Respondent files or considers filing a "Line H grievance." Such a grievance alleges that the SMMO custodians did not perform at least 90 percent of scheduled custodial work hours set forth in an annual staffing plan. The grievances seek compensation from the Postal Service for custodians for non-worked hours.<sup>3</sup>

15 The Respondent filed Line H grievances on behalf of custodians for the 2015/2016 and 2021/2022 fiscal years. For those fiscal years, Ayalla was a bargaining-unit employee covered by the grievances. In her role as a union steward, she also filed the Line H grievance for the 2015/2016 fiscal year on behalf of the local Union. Wessely did the same for the 2021/2022 Line H grievance. Those filings occurred shortly after the fiscal years ended. The Postal Service and the local Union reached a settlement on the 2015/2016 grievance in March 2022. Ayalla received her settlement payment roughly two to four weeks later.<sup>4</sup>

20 In April 2023,<sup>5</sup> the Postal Service and the local Union reached a settlement on the 2021/2022 Line H grievance. In May, Ayalla, now retired, learned of the payment she was to receive under the 2021/2022 Line H grievance settlement. She then spoke to two other custodians who were current bargaining-unit employees about what she and they had received. 25 Their discussion led the group to believe their payments were too low.<sup>6</sup>

30 On June 26, Ayalla sent an email to Wessely, the Respondent's maintenance craft director/steward. Wessely filed the 2021/2022 Line H grievance for the custodians. Ayalla stated that she wanted to file a grievance concerning how the 2021/2022 Line H grievance settlement amount had been distributed to the custodians represented by the Respondent. She asked numerous (8) questions, all related to the amounts she and other custodians had been paid from the grievance settlement. One question was what the "total of grievance received" was, presumably the total remedy received under the grievance settlement. Another question 35 Ayalla asked was whether other employees had received less than her.<sup>7</sup>

Wessely responded the same day. She told Ayalla how she calculated the payment that Ayalla received. Wessely also said that she was happy to meet with Ayalla and explain the calculation, but she could not disclose what other employees had received. Ayalla responded

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<sup>3</sup> Jt. Exh. 1 at 3; Tr. 22-25, 95.

<sup>4</sup> Tr. 25-28, 188.

<sup>5</sup> As previously noted, Ayalla filed the original unfair labor practice charge in this case on December 27, 2023, meaning the Sec. 10(b) period ran back to June 27, 2023.

<sup>6</sup> Tr. 28-29, 77. All dates hereinafter are in 2023, unless otherwise specified.

<sup>7</sup> GC Exh. 2; Tr. 30-32.

that same day and again asked, “Can you tell me the total amount of the remedy?” Wessely responded on June 27, but did not answer that question.<sup>8</sup>

5 On July 5, Ayalla again emailed Wessely and asked for the third time: “Can you tell me what the total monetary remedy was for the SMMO Installation?” On July 6, Wessely responded that she could only give Ayalla a breakdown as to what Ayalla received and that she was unable to discuss total settlement amounts or what other employees had received. Ayalla responded the same day and told Wessely that she needed the full remedy amount in order to determine her proper payment. Ayalla also suggested that Wessely could use redaction to avoid disclosing personal information. Wessely responded the same day and told Ayalla again that Wessely was willing to go over her portion of the settlement.<sup>9</sup>

15 On September 12, Ayalla had a phone conversation with Fitzpatrick, the president of APWU Local 238, and Wessely. Ayalla again asked for the total monetary remedy obtained through the 2021/2022 Line H grievance settlement. Fitzpatrick responded that Ayalla already had asked for that information and the Union’s response was that it could not discuss anyone else’s information, including the total amount of the settlement.<sup>10</sup>

20 On September 19, Ayalla emailed Fitzpatrick and Wessely and again asked for the total monetary remedy obtained through the 2021/2022 Line H grievance settlement. She also asked for the number of custodians (without disclosing their names or other personal information) who received a share of that settlement. In that same email, Ayalla sought the money received by each custodian from the 2015/2016 Line H grievance settlement (again without revealing any personal information). Ayalla said that she needed the information to “confirm or challenge [the] Union’s determination of a fair distribution” of the settlement money. Ayalla did not get a response to these requests from the Respondent.<sup>11</sup>

30 On October 11, Ayalla emailed Fitzpatrick and Wessely and asked for the money received by each custodian from the 2021/2022 Line H grievance settlement. She said she needed the information to ensure that a fair amount was distributed to each custodian. Fitzpatrick responded that the Union would not provide the monetary amounts paid to other custodians due to privacy issues.<sup>12</sup>

35 The Respondent never provided Ayalla with the information she requested, other than the calculation for her own grievance payments.<sup>13</sup> The reason Fitzpatrick and Wessely refused

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<sup>8</sup> Id.

<sup>9</sup> Jt. Exh. 1, no. 8–11.

<sup>10</sup> Tr. 42–43. I do not credit Fitzpatrick’s testimony that Wessely provided Ayalla with the number of custodians who received a payment from the 2021/2022 Line H grievance settlement. (Tr. 166.) Ayalla and Wessely (the Respondent’s agent) testified consistently that the Respondent never provided Ayalla with that information. (Tr. 46, 137–138.)

<sup>11</sup> Jt. Exh. 4; Tr. 44.

<sup>12</sup> Jt. Exh. 5.

<sup>13</sup> Tr. 127, 137–138, 157–158, 162–163.

to do so was their belief that the information requested was private or personal. They also believed that disclosing it would result in members complaining to the Union about other employees knowing their financial business, thereby causing division amongst the unit employees.<sup>14</sup>

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## LEGAL ANALYSIS

The General Counsel's complaint alleges that the Respondent violated Section 8(b)(1)(A) of the Act by refusing to provide requested, relevant information to Charging Party Ayalla. The requests are alleged as follows:

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2021/2022 LINE H GRIEVANCE	
7/5/23	Total Monetary Remedy
7/6/23	Total Monetary Remedy
9/12/23	Total Monetary Remedy
9/19/23	Total Monetary Remedy
9/19/23	Number of custodians who received a portion of the grievance settlement money
10/11/23	Amount of money each custodian received from the grievance settlement
2015/2016 LINE H GRIEVANCE	
9/19/23	Amount of money each custodian received from the grievance settlement

The complaint further alleges that Ayalla made these requests to determine if the grievance settlement money had been fairly distributed to the custodians. Finally, the complaint alleges that the Respondent refused to provide any of this information to Ayalla, an allegation that the Respondent does not contest.

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## I. ARE THE GENERAL COUNSEL'S COMPLAINT ALLEGATIONS BARRED BY SECTION 10(B)?

In its answer to the General Counsel's complaint, the Respondent asserted as an affirmative defense that "[s]ome or all of the claims asserted in the Complaint are time barred under Section 10(b) of the Act."<sup>15</sup>

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<sup>14</sup> Tr. 128, 131-132, 158. Wessely also testified that disclosing the payment made to each employee would reveal employees that were on some type of leave, if their total number of work hours was less than what each custodian was scheduled for in a fiscal year. (Tr. 143, 146, 149-151.)

<sup>15</sup> The General Counsel argues that the Respondent did not sufficiently plead a Sec. 10(b) affirmative defense in its answer to the complaint. However, I conclude that the Respondent's Sec. 10(b) arguments were adequately set forth in counsel for the Respondent's opening statement. Therein, counsel asserted that, because Ayalla filed her unfair labor practice charge on December 27, 2023, the 10(b) period ran back to June 27, 2023. He further argued that Ayalla first disputed the Respondent's calculations of the 2015/2016 Line H grievance settlement back in April of 2022, well outside the 10(b)

Section 10(b) states that “no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board...” 29 U.S.C. 160(b). In refusal-to-provide-information cases involving Section 8(b)(1)(A), the 10(b) period  
 5 begins to run when a union clearly and unequivocally denies an information request made by an employee it represents. *Quality Building Contractors, Inc.*, 342 NLRB 429, 431 (2004). It does not run from the date an employee learns of the underlying breach of contract that prompted a grievance. *Id.* It also does not run from the date an employee makes an information request. *New York Presbyterian Hospital*, 354 NLRB 71, 77–78 (2009). As the party asserting the defense,  
 10 the Respondent bears the burden of establishing that it gave clear and unequivocal notice of its refusal to provide information outside of the Section 10(b) period. *Chinese American Planning Council*, 307 NLRB 410 (1992).

Applying this legal framework, the General Counsel’s complaint allegations that the  
 15 Respondent unlawfully refused to provide Ayalla with information about the 2021/2022 Line H grievance settlement are not barred by Section 10(b). Ayalla made her initial information requests for the “total of grievance received” (which I found earlier referred to the total amount of the grievance settlement) and “total amount of the remedy” on June 26. That was one day outside of the 10(b) period. But the Respondent did not refuse to provide that information until  
 20 Wessely told Ayalla on July 6 that she was unable to discuss the total settlement amount with her. Thus, the 10(b) period for that information request began to run on July 6. Ayalla filed her charge on December 27, inside the 6-month 10(b) period.

Ayalla’s subsequent information requests concerning the 2021/2022 Line H grievance  
 25 settlement, and the Respondent’s refusal to provide the information or to respond to the requests, all occurred inside the 10(b) period. Ayalla again requested the total monetary settlement on July 5, September 12 and 19. The Respondent refused to provide the information on July 6 and September 12; it did not respond to her September 19 request. Ayalla requested the number of custodians who received a portion of the settlement remedy on September 19.  
 30 The Respondent did not respond to that request. Ayalla requested the money received by each custodian on October 11. On that same date, the Respondent refused to provide that information. Thus, all of the General Counsel’s complaint allegations are timely.

The Respondent argues that the 10(b) period for Ayalla’s requests began to run no later  
 35 than June 26, 1 day outside that period. The Respondent contends it provided her with clear and unequivocal notice “of its position” on that date.<sup>16</sup> The Respondent also claims that, because Ayalla received her 2021/2022 grievance settlement payment in May 2023, it was

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period. Counsel also stated that the Respondent provided Ayalla with a response to her information requests regarding the 2021/2022 Line H grievance settlement on June 26, 2023, and she knew at that point what the Respondent’s position was, one day outside of the 10(b) period. I further note that both the Respondent and the General Counsel presented evidence at the hearing that goes to this issue, thereby ensuring due process.

<sup>16</sup> R. Br., pp. 13–14.

conveyed to her that the grievance process was complete and provided “actual notice sufficient to trigger the Section 10(b) limitations period.”

5 The Respondent misstates Board law. To establish a 10(b) defense, it bears the burden of showing that it gave clear and unequivocal notice of its refusal to provide information outside of the Section 10(b) period, not when Ayalla knew its position on the grievance settlement or the grievance settlement payment had been made to Ayalla. The Respondent did not satisfy its burden.<sup>17</sup>

10 The Respondent also argues that Ayalla’s subsequent requests and its refusals to provide information occurring after June 26 did not restart the 10(b) clock. The Respondent again misstates Board law. The Board has long held that each request for information and each refusal to comply gives rise to a separate and distinct violation of the Act. See, e.g., *Teachers College, Columbia University*, 365 NLRB 824, 827 (2017); *Resthaven Nursing Home*, 293 NLRB 617, 618 (1989) (citations omitted). This is so even when the information requested is identical. *Centinela Hospital Medical Center*, 363 NLRB 411, 415 (2015), citing *Public Service Electric & Gas Co.*, 323 NLRB 1182, 1189 (1997), *enfd.* 157 F.3d 222 (3d Cir. 1998).<sup>18</sup>

20 For all these reasons, the Respondent has not established that the General Counsel’s complaint allegations concerning the 2021/2022 Line H grievance settlement are barred by Section 10(b).<sup>19</sup>

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<sup>17</sup> The Respondent did provide clear and unequivocal notice of its refusal to provide information to Ayalla pertaining to one of her requests on June 26, outside the 10(b) period. Ayalla asked if any other employees had received a 2021/2022 Line H grievance settlement payment that was less than hers. In response, the Respondent told her that it could not “show you or discuss what other employees received.” Accordingly, Sec. 10(b) would prevent the General Counsel from pursuing any allegation that the Respondent’s June 26 refusal to provide information was unlawful. But the General Counsel’s complaint does not contain such an allegation, so there is nothing to bar.

<sup>18</sup> This doctrine and the cited Board decisions applied in the context of employers’ obligation to furnish information under Section 8(a)(5) of the Act. Although I am not aware of any Board decisions with the same holding in the context of Sec. 8(b)(1)(A) refusals, I see no reason not to apply the Sec. 8(a)(5) construct in this case.

<sup>19</sup> The General Counsel’s complaint also alleges that, on September 19, Ayalla asked the Respondent for the amount received by each employee under the 2015/2016 Line H grievance settlement. It further alleges the Respondent refused to respond to the request thereafter. The Respondent again argues that this allegation is barred by Sec. 10(b). The Respondent contends that, in the spring of 2022, it provided clear and unequivocal notice to Ayalla that it would not provide the requested information. The Respondent relies upon email communications in early April 2022 between Ayalla and union agents Fitzpatrick and Jeffrey Beaton, the latter a national Union Business Agent. (U. Exhs. 4 and 5.) I assume for the sake of argument that Ayalla requested the same information in April 2022 that she did on September 19, 2023. Nonetheless, the union representatives never clearly and unequivocally stated to Ayalla in their communications in April 2022 that they were refusing to provide that information to her. Because the Respondent never provided such notice, its 10(b) defense again fails.

II. DID THE RESPONDENT VIOLATE SECTION 8(B)(1)(A) BY  
REFUSING TO PROVIDE INFORMATION TO AYALLA?

A. Legal Framework

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In *Union Tank Car Co.*, 374 NLRB No. 3 (2024), the Board recently explained the duty a union owes to bargaining-unit employees it represents:

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A union owes all unit employees the duty of fair representation, which extends to all union activity in its capacity as bargaining representative. See *Air Line Pilots Assn. v. O'Neill*, 499 U.S. 65, 67 (1991). A union breaches its duty of fair representation in violation of Section 8(b)(1)(A) by engaging in arbitrary, discriminatory, or bad faith conduct toward a bargaining unit employee. See *Amalgamated Transit Union Local No. 1498 (Jefferson Partners L.P.)*, 360 NLRB 777, 778 (2014) (citing *Vaca v. Sipes*, 386 U.S. 171, 190 (1967)).

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In addition:

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The Board has found that a union's duty of fair representation may include the obligation to provide employees with requested information related to matters affecting employees' terms and conditions of employment. *National Nurses Organizing Committee-Texas/National Nurses United (Bay Area Healthcare Group, Ltd. d/b/a Corpus Christi Medical Center, an indirect subsidiary of HCA Holdings, Inc.)*, 371 NLRB No. 132, slip op. at 4 (2022) (NNOC); see also *Letter Carriers Branch 529 (Branch 529)*, 319 NLRB 879, 881 (1995). Where a union has a duty of fair representation to the requesting employee, it may lawfully decline to provide the information requested so long as its reasons for doing so are not arbitrary, discriminatory, or in bad faith. See NNOC, above, slip op. at 4-5. Any substantive examination of a union's performance must be highly deferential, and a union's conduct is found to be arbitrary only if it is "so far outside a 'wide range of reasonableness' as to be irrational." *Mail Handlers Local 307 (Postal Service)*, 339 NLRB 93, 93 (2003) (quoting *Air Line Pilots*, 499 U.S. at 67).

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The Board also requires consideration of whether the employee communicated a legitimate particular interest in the information being sought, and whether a union has asserted any countervailing interest for its refusal to provide the information. NNOC, above, citing *Mail Handlers Local 307*, above, at 94. The refusal to provide information to a represented employee does not violate Section 8(b)(1)(A) where the employee had no particular, legitimate interest in the information and the union had a countervailing interest that outweighed that of the employee. *Id.*

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Employees generally are entitled to information pertaining to matters affecting their terms and conditions of employment so that they can determine whether they have been fairly treated by the union with regard to those terms. NNOC, above.

*B. Did the Union Owe Ayalla a Duty of Fair Representation?*

5 The initial question to address is whether the Respondent owed a duty of fair representation to Ayalla, including the obligation to provide her with requested information on the two Line H grievances. The question arises because Ayalla was a bargaining-unit employee when the grievances were filed and when one of the grievances was resolved and paid, but was retired when the second grievance was resolved and paid. She also was retired when she made the information requests to the Respondent.

10 To summarize the grievance processing timeline, the Union, through Ayalla, filed the 2015/2016 grievance and, through Wessely, filed the 2021/2022 grievance. They filed the grievances shortly after those fiscal years ended. Ayalla was covered by both grievances. The Postal Service and the Union reached a settlement on the 2015/2016 grievance in March 2022 and Ayalla received her settlement payment roughly two to four weeks later. At all those times,  
15 Ayalla was a bargaining-unit employee and the Union owed her a duty of fair representation when processing the grievances.

Ayalla retired on November 30, 2022. Thereafter, the 2021/2022 Line H grievance was resolved in about April 2023 and the associated grievance payment was made to Ayalla in May  
20 2023. She sent her information requests to the Respondent from June through October 2023. Thus, she sent the requests when she no longer was a bargaining-unit/Section 2(3) employee and arguably was not owed a duty of fair representation.

25 It is unclear whether a union continues to owe a duty of fair representation, and to furnish information, to a retired employee for grievances that were filed and/or resolved prior to the employee's retirement. In *Allied Chemical & Alkali Workers of America, Local Union No. 1 vs. Pittsburgh Plate Glass Co.*, 404 U.S. 157 (1971), the U.S. Supreme Court held that retired workers were not "employees" as defined in Sec. 2(3) of the Act and could not be included in a bargaining unit. That case involved an allegation that an employer made a unilateral mid-term contract modification of retirees' health benefits. Because the retirees were not employees, the employer had no duty to bargain with them and did not violate Section 8(a)(5) by making the change. As it related to a union's duty of fair representation, the Court stated in a footnote:  
30 "Since retirees are not members of the bargaining unit, the bargaining agent is under no statutory duty to represent them in negotiations with the employer." *Id.* at 181 fn. 20.

35 To my knowledge, the Board has never directly ruled on whether a union owes a duty of fair representation to a retired employee. It has acknowledged the "ambiguous nature of the legal landscape on this issue." It has only gone so far as to say that the argument that a union does not owe a duty of fair representation to retired employees is not "without foundation."  
40 *National Association of Letter Carriers (Postal Service)*, 347 NLRB 289, 289-290 (2006).

Thus, no controlling precedent on the legal question exists.

Given that legal posture and the particular circumstances of this case, I conclude that the Union still owed Ayalla a duty of fair representation when she made the information requests. Ayalla was a bargaining-unit grievant for much of the time period when the two Line H grievances were being processed. She was covered by the grievances because she was a bargaining-unit employee for the two involved fiscal years. That she retired prior to receiving a payment for the 2021/2022 Line H grievance for a contract violation that occurred when she was a bargaining-unit employee should not result in her being unable to challenge how payments were calculated. It also should not result in the Respondent being relieved of its duty to fairly process the grievances.

In addition, Ayalla was seeking information on the grievance settlement payments not just for herself, but for other bargaining-unit employees. Prior to making or reiterating her requests, she spoke to two other employees who were not retired but also questioned the amount of money they received. She also communicated to the Respondent that she was “needing this information to confirm or challenge [the] Union's determination of a fair distribution of custodian's [sic] Line H money.”<sup>20</sup> Depending on what the requested information showed, those two employees, and potentially others, could seek redress (money) from the Union or even file a Board charge if the Union arbitrarily calculated the payments. Without the information requested by Ayalla, she and other employees cannot yet determine how the Union calculated the payment for each employee and whether those calculations were fair and lawful.<sup>21</sup>

### *C. Did the Respondent Breach Its Duty of Fair Representation to Ayalla?*

The next step is to determine whether the Respondent breached its duty of fair representation by arbitrarily failing to provide Ayalla with requested information related to matters affecting employees' terms and conditions of employment. (The General Counsel does not contend that the Respondent's refusal to provide the information was discriminatory or in bad faith.)

Ayalla sought the total monetary award for each of the two Line H grievances; the number of custodians who received a payment for 2021/2022; and the amount of money each custodian received for both grievance settlements. As noted, she requested the information to determine if the payments were made fairly to both her and other employees. The payments employees received from the grievance settlements unquestionably related to their terms of employment. The payments were made due to the failure of the Postal Service to schedule enough work hours for the custodians. Ayalla had a particularized interest in her own grievance settlement amounts and the payments made to other employees were necessary to

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<sup>20</sup> Jt. Exh. 4.

<sup>21</sup> I further note that, in its posthearing brief, the Respondent concedes that it owed Ayalla a “limited duty” of fair representation after she retired. It did not argue that it owed no duty of fair representation to her.

determine if each employee's payment was consistently calculated. She repeatedly conveyed that particularized interest to the Respondent.

5 The Respondent contends that it had a countervailing, greater interest in keeping the settlement payments to each employee private. However, the record contains no written policy to that effect and the evidence otherwise is insufficient to establish such a policy existed. The Respondent also argues that disclosing the settlement amounts of each employee would create division in the workforce and result in employees making complaints to the Union. But the interest unit employees have in determining that the grievance payments made to them were  
10 fair far outweighs the Respondent's interest in not having to hear employees complain.

In *Auto Workers Local 909 (General Motors Corp.-Powertrain)*, 325 NLRB 859, 865 (1998), the Board held that a union violated Section 8(b)(1)(A) by refusing to provide bargaining-unit employee grievants with their requested accounting of grievance settlement payments. The employees wanted to learn why some grievances received no settlement payments and why  
15 there was a disparity in other settlement payments. After asking a union representative for an explanation, the representative responded that he did not have to discuss the settlement and told employees that "it is none of your business." Inherent in the Board's conclusion that the grievants were entitled to this information was that the accounting of grievance payments to  
20 employees was a greater interest than keeping that information private. The same conclusion applies here. See also *Branch 529, National Association of Letter Carriers, AFL-CIO (Postal Service)*, 319 NLRB 879, 880-881 (1995) (union acted arbitrarily and violated Section 8(b)(1)(A) when it refused to provide information to unit employees because they "just don't give it" out); *National Association of Letter Carriers (Postal Service)*, 330 NLRB 667, 668 (2000) (the duty of fair  
25 representation includes the obligation to supply information when the request is reasonably directed toward ascertaining whether the employee has been fairly treated about receiving work assignments).

The conclusion that the Respondent's refusals to provide information were arbitrary is  
30 further supported by Ayalla's offer that the Union could redact employee names from any response. See *Electrical Workers, Local 3 (White Plains)*, 331 NLRB 1498, 1500-1501 (2000) (finding that union had a legitimate reason for refusing to provide names instead of referral numbers on out-of-work list).

35 The cases relied upon by the Respondent to establish it had a weightier interest are distinguishable. *Ruisi v. NLRB*, 856 F.3d 1031, 1038 (D.C. Cir. 2017) involved a union's policy of only providing employees with their job anniversary dates in writing to secure confidentiality. The employer kept those dates private, in part, because they tracked with the important right to withdraw from the union. *Mail Handlers Local 307 (Postal Service)*, 339 NLRB 93, 95 (2003)  
40 involved witness statements from a grievance that already was closed. The interest of bargaining-unit employees in determining if their grievance settlement payments were fairly calculated is weightier than the interests implicated in *Ruisi* and *Mail Handlers*, neither of which dealt with money owed to employees.

The Respondent's refusals to provide information to Ayalla violated Section 8(b)(1)(A).

#### CONCLUSIONS OF LAW

- 5           1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a Section 2(5) labor organization.
- 10           3. The Respondent violated Section 8(b)(1)(A) of the Act by refusing to provide the following information to a bargaining-unit employee grievant:
- a. the total monetary award for the 2021/2022 Line H grievance settlement;<sup>22</sup>
- 15           b. the number of custodians who received a portion of the 2021/2022 Line H grievance settlement;<sup>23</sup> and
- c. the amount of money each custodian was paid for the 2021/2022 and 2015/2016 Line H grievance settlements.<sup>24</sup>
- 20           4. The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### REMEDY

25           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.

30           Having found that the Respondent violated Section 8(b)(1)(A), I shall recommend that it be ordered to cease and desist therefrom and to take certain affirmative action necessary to effectuate the policies of the Act. I recommend that the Respondent provide Eva Ayalla, its bargaining-unit employee grievant, with the total monetary award for the 2021/2022 Line H grievance settlement; the number of custodians who received a portion of the 2021/2022 Line H grievance settlement; and the amount of money each custodian was paid for the 2015/2016 and 2021/2022 Line H grievance settlements.

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On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>25</sup>

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<sup>22</sup> Complaint pars. 6(b), 6(d), 6(f), and 6(h).

<sup>23</sup> Complaint par. 6(h).

<sup>24</sup> Complaint pars. 6(j) and 6(l).

<sup>25</sup> 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

The Respondent, American Postal Workers-Union 238 Kansas Kaw Valley Area Local,  
 5 its officers, agents, successors, and assigns, shall

1. Cease and desist from

- 10 a. Refusing to provide a bargaining-unit grievant with the following requested information: the total monetary award for the 2021/2022 Line H grievance settlement; the number of custodians who received a portion of the 2021/2022 Line H grievance settlement; and the amount of money each custodian was paid for the 2015/2016 and 2021/2022 Line H grievance settlements.
- 15 b. In any like or related manner interfering with, coercing, or restraining employees in the exercise of the rights guaranteed them by the Act.

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

- 20 a. Immediately provide to Eva Ayalla, a bargaining-unit grievant who had requested, the total monetary award for the 2021/2022 Line H grievance settlement; the number of custodians who received a portion of the 2021/2022 Line H grievance settlement; and the amount of money each custodian was paid for the 2015/2016 and 2021/2022 Line H grievance settlements.
- 25 b. Within 14 days after service by the Region, post at its facilities that are a part of the Respondent's SMMO installation in Mission, Kansas, copies of the attached notice marked "Appendix."<sup>26</sup> Copies of the notice, on forms provided by the Regional Director for Region 14 after being signed by the Respondent's authorized representative, shall be posted by the Respondent,  
 30 and 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 the Respondent customarily communicates  
 35 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 a facility involved in these proceedings, the Respondent shall duplicate and mail, at its

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<sup>26</sup> 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."

own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since July 6, 2023.

- 5 c. Within 21 days after service by the Region, file with the Regional Director for Region 14 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., March 20, 2026

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Charles J. Muhl  
Administrative Law Judge

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**APPENDIX**  
**NOTICE TO EMPLOYEES**  
Mailed 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 provide a bargaining-unit grievant with the following requested information: the total monetary award for the 2021/2022 Line H grievance settlement; the number of custodians who received a portion of the 2021/2022 Line H grievance settlement; and the amount of money each custodian was paid for the 2021/2022 and 2015/2016 Line H grievance settlements.

WE WILL NOT, in any like or related manner, interfere with, coerce, or restrain employees in the exercise of the rights guaranteed them by the Act.

WE WILL immediately provide to Eva Ayalla, a bargaining-unit grievant, the following requested information: the total monetary award for the 2021/2022 Line H grievance settlement; the number of custodians who received a portion of the 2021/2022 Line H grievance settlement; and the amount of money each custodian was paid for the 2021/2022 and 2015/2016 Line H grievance settlements.

**AMERICAN POSTAL WORKERS-UNION 238**  
**KANSAS KAW VALLEY AREA LOCAL**  
(Respondent)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

1222 Spruce Street, Room 8.302, St. Louis, MO 63103-2829, (314) 539-7770, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at <https://www.nlr.gov/case/14-CB-332603> 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, (314) 449-7493.