



# NOTICE TO EMPLOYEES



POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER  
AND A CONSENT JUDGMENT OF ANY APPROPRIATE  
UNITED STATES COURT OF APPEALS**

**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.

**AMERICAN POSTAL WORKERS UNION, ALF-CIO, MILWAUKEE AREA LOCAL #3**  
("Union") is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit at our Milwaukee area facilities:

All Maintenance Employees, Motor Vehicle Employees, Postal Clerks, Mail Equipment Shops Employees, Material Distribution Centers Employees, and Operating Services and Facilities Services Employees, excluding all managerial and supervisory personnel; professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity; security guards, Postal Inspection Service employees, Rural Letter Carriers, Mail Handlers, or Letter Carriers.

**WE WILL NOT** threaten employees that we will not settle employee grievances without discipline because they joined or supported a Union, filed grievances, and/or filed charges with the National Labor Relations Board.

**WE WILL NOT** interfere, or attempt to interfere, in the settlement of unit employees' grievances, in order to discourage membership in the Union or any union; in order to discourage employees from engaging in union and other protected concerted activities; or in order to discourage employees from filing charges or giving testimony under the National Labor Relations Act ("the Act").

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

**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, DEFACE OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO:

310 West Wisconsin Ave., Suite 450W  
Milwaukee, WI 53203

**Hours of Operation:** 8 a.m. to 4:30 p.m.  
**Telephone:** (414)297-3861



# NOTICE TO EMPLOYEES



POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

WE WILL NOT refuse to bargain collectively with the Union as the exclusive representative of the employees in the unit by interfering in the grievance procedure.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with the Union as the representative of the unit, including in the processing of grievances.

UNITED STATES POSTAL SERVICE

(Employer)

Dated 7/6/22 By R. M. EL Plant Manager  
(Representative) (Title)

The Board's decision can be found at [www.nlr.gov/case/18-CA-285074](http://www.nlr.gov/case/18-CA-285074) 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.



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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18 - SUBREGION 30**

**UNITED STATES POSTAL SERVICE**

**and**

**AMERICAN POSTAL WORKERS UNION, AFL-  
CIO, MILWAUKEE AREA LOCAL #3**

**Case 18-CA-285074**

**FORMAL SETTLEMENT STIPULATION**

**I. INTRODUCTION**

Through this formal settlement stipulation, the undersigned parties to this proceeding agree that, upon approval of this stipulation by the Board, a Board Order in conformity with its terms will issue and a court judgment enforcing the Order will be entered. The parties also agree to the following:

**II. JURISDICTION**

1. 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 processing and distribution center on St. Paul Avenue in downtown Milwaukee, Wisconsin.
2. The Board has jurisdiction over Respondent and this matter by virtue of Section 1209 of the PRA.

**III. LABOR ORGANIZATION STATUS**

American Postal Workers Union, AFL-CIO, Milwaukee Area Local #3 (Charging Party) is a labor organization within the meaning of Section 2(5) of the Act.

**IV. PROCEDURE**

1. **FILING AND RECEIPT OF CHARGES.** On October 25, 2021, the Charging Party filed a charge in Case 18-CA-285074, which was served on Respondent by E-Service on about that same date. On October 26, 2021, the Charging Party filed an amended charge in Case 18-CA-285074, which was served on Respondent by E-Service on about that same date. On November 23, 2021, the Charging Party filed a second amended charge in Case 18-CA-285074, which was served on Respondent by E-Service on about that same date. Respondent acknowledges receipt of the charge, amended charge and second amended charge.

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2. **ISSUANCE OF COMPLAINT.** On December 9, 2021, the Regional Director for Region 18 of the Board issued a Complaint and Notice of Hearing in Case 18-CA-285074, alleging that Respondent violated the National Labor Relations Act. Respondent and the Charging Party each acknowledge receipt of a copy of the Complaint and Notice of Hearing, which was served by certified mail on December 9, 2021.
3. By entering into this stipulation, the parties agree that the Answer to the Complaint filed by Respondent on or about December 23, 2021, is withdrawn.
4. **WAIVER.** All parties waive the following: (a) filing of answer; (b) hearing; (c) administrative law judge's decisions; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of findings of fact and conclusions of law by the Board; and (g) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.
5. **ADMISSION.** Respondent admits the allegations contained in paragraphs of the complaint.
6. **THE RECORD.** The entire record in this matter consists of the following documents: this stipulation; the charge; amended charge; second amended charge; and Complaint and Notice of Hearing. Copies of the charge, amended charge, second amended charge and Complaint and Notice of Hearing are attached as Exhibits A through D.
7. **ENTIRE AGREEMENT.** This stipulation constitutes the entire agreement between the parties and there is no agreement of any kind, verbal or otherwise, that alters or adds to it.
8. **SCOPE OF THE STIPULATION AND RESERVATION OF EVIDENCE.** This stipulation applies only to Respondent's facility identified in Section II, paragraph 1, and settles only the allegations in Case 18-CA-285704 and does not constitute a settlement of any other cases or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this stipulation, regardless of whether those matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.
9. **EFFECTIVE DATE.** This stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this stipulation and the documents constituting the record as described above. Once the Board has approved the stipulation, Respondent will immediately comply with the provisions of the order as set forth below.

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**V. FACTS**

1. **RESPONDENT'S SUPERVISORS AND AGENTS.** At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Randy Elsen	-	Plant Manager
Ronald Hirn	-	District Labor Relations Specialist
Pamela Schneiderwendt	-	Processing and Distribution (P&DC) Supervisor and Step 2 Designee
Fred Schroeder	-	Labor Relations Manager
Charles "Chuck" Spahn	-	Senior Manager of Distribution Operations (MDO) at the downtown Milwaukee processing and distribution center
Jonathan Stetter	-	Administrative Assistant

2. **THE UNIT.** The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

(a) All Maintenance Employees, Motor Vehicle Employees, Postal Clerks, Mail Equipment Shops Employees, Material Distribution Centers Employees, and Operating Services and Facilities Services Employees, excluding all managerial and supervisory personnel; professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity; security guards, Postal Inspection Service employees, Rural Letter Carriers, Mail Handlers, or Letter Carriers.

(b) Since about 1971 and at all material times, Respondent has recognized the American Postal Workers Union, AFL-CIO, as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from September 21, 2018 to September 20, 2021.

(c) At all times since 1971, based on Section 9(a) of the Act, the American Postal Workers Union, AFL-CIO, has been the exclusive collective-bargaining representative of the Unit.

(d) At all material times, the Charging Party has been the duly designated agent of the American Postal Workers Union, AFL-CIO, for dealing with Respondent in matters relating to the recognition and administration of the collective-bargaining agreement, as described above in subparagraphs (a) through (c), at Respondent's Milwaukee-area facilities.

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3. THE PRIOR CHARGES.

(a) On May 23, 2019, the Charging Party, by then Vice-President Chris J. Czubakowski, filed a charge against Respondent in Case 18-CA-242085, and a copy was served on Respondent by E-service on about that same date.

(b) On May 29, 2019, the Charging Party, by then-Vice President Czubakowski, filed a first amended charge against Respondent in Case 18-CA-242085, and a copy was served on Respondent by E-service on about that same date.

(c) The charge and first amended charge in Case 18-CA-242085 listed Senior Manager of Distribution Operations Charles "Chuck" Spahn as Respondent's representative and alleged that Respondent failed to furnish information requested by the Charging Party.

(d) On October 11, 2019, Acting Regional Director for Region 18 of the National Labor Relations Board Benjamin Mandelman approved a bi-lateral informal settlement resolving the allegations in Case 18-CA-242085.

4. (a) On December 12, 2019, the Charging Party, by then-Vice President Czubakowski, filed a charge against Respondent in Case 18-CA-253338, and a copy was served on Respondent by E-service on about that same date.

(b) On December 19, 2019, the Charging Party, by then-Vice President Czubakowski, filed a first amended charge against Respondent in Case 18-CA-253338, and a copy was served on Respondent by E-service on about that same date.

(c) The charge and first amended charge in Case 18-CA-253338 listed Senior Manager of Distribution Operations Spahn as Respondent's representative. The first amended charge alleged that Respondent denigrated and threatened the Charging Party, including its officers, after a meritorious Board charge and successful arbitration.

(d) On February 28, 2020, the undersigned issued a complaint and notice of hearing in Case 18-CA-253338 alleging that Respondent, by Senior Manager of Distribution Operations Spahn, committed six individual violations of Section 8(a)(1) of the Act.

(e) On July 8, 2020, the undersigned approved a bi-lateral informal settlement agreement resolving the allegations in Case 18-CA-253338.

5. THE INSTANT CASE. Respondent, by Step 2 Designee Pam Schneiderwendt:

(a) About October 20, 2021, in a conference room at Respondent's facility, threatened employees that Respondent would not settle employee grievances without discipline because they joined or supported a union, filed grievances, and/or filed charges with the National Labor Relations Board (NLRB).

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(b) About October 20, 2021, by telephone, repeatedly threatened employees that Respondent would not settle employee grievances without discipline because they joined or supported a union, filed grievances, and/or filed charges with the NLRB.

6. (a) Beginning about August 23, 2021, Respondent, by Senior Manager of Distribution Operations Spahn, attempted to interfere in the settlement of unit employee [REDACTED] regarding her emergency placement and notice of removal by insisting on more stringent discipline.

(b) Respondent engaged in the conduct described above in subparagraph (a) because Bingham and/or other employees and Charging Party agents/members, including former Charging Party Vice President and current Charging Party Business Agent Czubakowski, engaged in union and/or protected concerted activities and to discourage employees from engaging in these activities.

7. (a) Beginning about August 23, 2021, Respondent, by Senior Manager of Distribution Operations Spahn, attempted to interfere in the settlement of unit employee [REDACTED] grievances regarding her emergency placement and notice of removal by insisting on more stringent discipline.

(b) Respondent engaged in the conduct described above in subparagraph (a) because Bingham and/or other employees and Charging Party agents/members, including former Charging Party Vice President and current Charging Party Business Agent Czubakowski, had filed NLRB charges and had cooperated in Board investigations, including in Cases 18-CA-242085 and 18-CA-253338.

8. (a) Beginning about August 23, 2021, Respondent interfered with the grievance procedure, including through grievances filed over unit employee Cynthia Bingham's emergency placement and notice of removal.

(b) Respondent engaged in the conduct described above in subparagraph (a) in order to retaliate against employees and the Charging Party for engaging in protected activities, including filing or prevailing on Board charges.

(c) The grievance procedure described above in subparagraph (a) relates to the wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

(d) By the conduct described above in subparagraphs (a) and (b), Respondent has failed to bargain in good faith with the Charging Party as the exclusive collective-bargaining representative of the Unit.

9. By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act and within the meaning of the PRA.

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10. By the conduct described above in paragraph 6, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act and within the meaning of the PRA.

11. By the conduct described above in paragraph 7, Respondent has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act and within the meaning of the PRA.

12. By the conduct described above in paragraph 8, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act and within the meaning of the PRA.

## VI. ORDER

Based on this stipulation and the record as described above, and without any further notice of proceedings, the Board may immediately enter an order providing as follows:

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

1. Cease and desist from:
  - (a) Threatening employees that Respondent would not settle employee grievances without discipline because they joined or supported Charging Party or any other labor organization, filed grievances, and/or filed charges with the National Labor Relations Board (NLRB).
  - (b) Interfering, or attempting to interfere, in the settlement of unit employees' grievances, in order to discourage membership in the Charging Party or in any other labor organization and/or to discourage employees from engaging in union and other protected concerted activities. Interfering, or attempting to interfere, in the settlement of unit employees' grievances, in order to discourage employees from filing charges or giving testimony under the National Labor Relations Act ("the Act").
  - (c) Refusing to bargain collectively and in good faith with the Charging Party as the exclusive representative of all Maintenance Employees, Motor Vehicle Employees, Postal Clerks, Mail Equipment Shops Employees, Material Distribution Centers Employees, and Operating Services and Facilities Services Employees, excluding all managerial and supervisory personnel; professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity; security guards, Postal Inspection Service employees, Rural Letter Carriers, Mail Handlers, or Letter Carriers.

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- (d) In any like or related manner interfering with, restraining or coercing its employees in the exercise of their right to self organization, to form labor organizations, to join or assist the Charging Party or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act:
- (a) Within 14 days of service by the Region, post at its processing and distribution center in downtown Milwaukee, Wisconsin, copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 18, after being signed by Respondent's authorized representative, shall be posted by Respondent 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, Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material.
- (b) Within 14 days of service by the Region, distribute the notice to its managers and supervisors at the downtown Milwaukee processing and distribution center.
- (c) Within 60 days of service of the Board's Order, Respondent will conduct a training session via Zoom for the plant manager and other supervisors and managers in the downtown Milwaukee processing and distribution center, which shall cover employees' rights under the Act. Respondent will provide Region 18 of the NLRB with a copy of the training materials.
- (d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

## VII. ENFORCEMENT OF ORDER

The United States Court of Appeals for any appropriate circuit may, on application by the Board, enter its judgment enforcing the Order of the Board in the form set forth above. Respondent waives all defenses to the entry of the judgment, including compliance with the order of the Board and its right to receive notice of the filing of an application for the entry of such judgment, provided that the judgment is in the words set forth above. However, Respondent shall be required to comply with the affirmative

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