

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

UNITED STATES POSTAL SERVICE

and

Cases 16-CA-189702
16-CA-191290

JASMINE K. CASNEL

Roberto Perez, Esq., for the General Counsel.
Dallas G. Kingsbury, Esq. (United States Postal Service),
for the Respondent.

DECISION

STATEMENT OF THE CASE

ROBERT A. RINGLER, Administrative Law Judge. This case was heard in Houston, Texas on June 5 and 6, 2018. The complaint alleged that the United States Postal Service (the U.S.P.S. or Respondent) violated the National Labor Relations Act (the Act), when it threatened and fired Jasmine Casnel because of her activities on behalf of the National Association of Letter Carriers, Local 283 (the Union). On the entire record, I make the following

FINDINGS OF FACT¹

I. JURISDICTION

At all material times, the U.S.P.S. has operated mail delivery facilities within the United States, including a facility at Park Row Drive in Katy, Texas (the Katy facility). The National Labor Relations Board (the Board) has jurisdiction over this matter under §1209 of the Postal Reorganization Act (the P.R.A.). The Union is a §2(5) labor organization.

II. ALLEGED UNFAIR LABOR PRACTICES

On November 13, 2014, Casnel, a Union member, began working at the Katy facility as a full-time City Carrier Assistant (CCA).² Postmaster Terri Taylor oversees the Katy

¹ Unless otherwise stated, factual findings arise from joint exhibits, stipulations and undisputed evidence.

² CCAs work under 12-month contracts; they case mail, load vehicles, and deliver mail on varying routes. They aid City Carriers (CCs). There are roughly 40 CCAs and 200 CCs at the Katy facility.

facility.³ Casnel’s last day of work was September 27, 2016.⁴ She was fired for an alleged altercation with Taylor. Prior to the events leading to her firing, Casnel had a generally successful tenure, and served as a temporary supervisor.

5 **A. Temporary Supervisor Roles Held by Casnel**

Since 2015, Casnel intermittently served as a 204B supervisor. In April 2016, Postmaster Taylor solicited her to serve as a PM Supervisor, and praised her as someone who “can handle the job and ... [who’s] smart enough.” (Tr. 41–42). Casnel said that, although she initially accepted this job offer, she subsequently withdrew her acceptance after considering how this new role would limit her ability to take care of her infant child. This withdrawal disappointed Taylor, and she quickly changed from Casnel’s supporter to her nemesis.

15 **B. Taylor’s Abusive Behavior and Casnel’s Protected Protests**

Casnel stated that Taylor reacted with hostility, and offered this recurring example:

20 [S]he would follow me around the building, and ... say ... I can't stand you ... [,] you're dumb ... [,] CCAs don't know anything ... [,] I'm going to put a paper trail on you ... [,] I'm not going to promote you ... [and] I'm going to get you fired

(Tr. 47). CC Shantrell Williams corroborated Casnel’s account. See also (JT Exh. 10 at 40). Casnel filed at least three grievances over Taylor’s ensuing hostility.⁵ See, e.g., (JT Exh. 8).

25 Postmaster Taylor conceded knowing about Casnel’s grievances, EEO charges and related complaints. (Tr. 252). She admitted to seeing Casnel collecting grievance-related statements (i.e., Form 13s) from her coworkers.⁶ (Tr. 252–53). She contended, however, that Casnel’s grievances did not bother her, and bragged that she was “not the first one.” (Tr. 30 253). She admitted having a loud tone (tr. 253), which occasionally offended. (Tr. 261).

35 I credit Casnel and Williams’ general testimony regarding Taylor’s hostility towards Casnel. Both Casnel and Williams were believable witnesses with strong demeanors, who appeared to be open, honest and cooperative. Taylor was the polar opposite; she was aggressive, argumentative and appeared to be more defensive than candid. This conduct is also closely consistent with Taylor’s other threats, and paints a distinct pattern of aggression.

³ Taylor served as Postmaster for 7 months before Casnel was fired.

⁴ All dates are in 2016, unless otherwise stated.

⁵ Between April and July, Casnel made 16 calls to the Union and U.S.P.S. regarding Taylor. (GC Exh. 2).

⁶ She said that, “[Casnel] got them in a group ... and ... told them ... to fill out a 13 to get rid of me.” (Tr. 253).

C. July 13 – Taylor’s Threat Against Casnel

Williams testified that Taylor told her that “your friend” Casnel is “going to learn her place,” and “she was going to get rid of her because she didn’t.” (Tr. 173-174). Taylor denied these statements. I credit Williams. As said, she was a believable witness with a strong demeanor, while Taylor was not. This threat also closely mirrors Taylor’s other threats.

D. July 21 – Taylor’s Call to the Union

Casnel witnessed Postmaster Taylor telephone the Union, request them to “put a leash on [her]” grievance activities, and exclaim that “somebody needs to come get [her] ... and let her know.” (JT Exh. 8; tr. 58). CC Conan Gonzalez corroborated Casnel. (Tr. 215-18).

Taylor admitted calling the Union about Casnel. (Tr. 253-54). She claimed, however, that she only said that, “they needed to put a latch on her mouth” because she questioned her authority. (Tr. 254). This concession was contradicted by her earlier claim to U.S.P.S. investigators that she never called the Union. See, e.g., (JT Exh. 10 at 16 (“I did not call the Union Hall.”)). Her claim that she said “latch” was contradicted by supervisor Deshannon Jones, who recalled her saying “leash.” (JT Exh. 10 at 30; tr. 363-64).

Casnel’s testimony on this issue has been credited. She was a believable witness, who did her best to recount a stressful episode. Taylor was, as said, less than credible. This portion of Taylor’s testimony was also contradicted her initial denial to U.S.P.S. investigators that she called the Union. Her willingness to mislead her own investigators eviscerates her credibility. Her account was further undercut by supervisor Jones, who witnessed her saying “leash.”

E. July 28 – Taylor’s Admonition to Workers Not to Aid Casnel

Casnel was told by CCA Terrell Furlow that, “Taylor told her to stay away from ... [Casnel] and ... [not] get involved with what’s going on [with her grievances and complaints] because she would implicate [her].” (Tr. 77). Furlow contemporaneously provided this account to U.S.P.S. investigators in a business record covering the EEO investigation. (JT Exh. 10 at 37 (“Taylor told me to be careful that Jasmine was going to implement [i.e., implicate] me.”)). I credit this evidence, which was consistent with Taylor’s other threats and memorialized in an important business record.⁷

F. August 11 – Grievance Settlements

The Union settled Casnel’s grievances. (JT Exh. 8). Their settlement offered a feeble pledge of mutual dignity and respect, which would soon to be broken by Taylor.

⁷ There is nothing in the record suggesting that Furlow was biased against Taylor or motivated to concoct this event.

G. September 27 – Events Surrounding Casnel’s Discharge

1. GC’s Position

5 When Casnel encountered Taylor before leaving for her mail route, she was asked
 when she expected to finish and return to the Katy facility.⁸ Casnel stated that, when she
 gauged her return at 7 p.m., Taylor expressed dissatisfaction and ordered her to return by 6
 p.m. When Casnel returned at 6:30 p.m., Taylor sought an immediate explanation. Casnel
 testified that she told Taylor that her short delay was caused by an unanticipated mail sorting
 10 issue. She said that she then advised Taylor that she needed to leave and meet with her
 assigned route inspectors. She recollected seeing Taylor shortly thereafter, and being
 dismayed, when Taylor angrily yelled, “I know that you’re not still in the building,” and “get
 off of the clock.” She said that she replied by calmly advising Taylor that she would clock
 out, as soon as she completed her route inspection. She recollected Taylor then becoming
 15 irate, ordering her to clock out immediately, and warning her not to come back. She said that
 Taylor’s reaction appeared to be so irrational that she advised her that she was contacting the
 local police in order to calm down what appeared to be a potentially unstable situation. She
 stated that Taylor then escalated the situation, announced that the police could not help, and
 told her that she could only summon the U.S.P.S. police. She stated that she also tried to call
 20 the U.S.P.S. police, but, Taylor ripped a clipboard with their phone number off of the wall to
 prevent her. (Tr. 106). She said, while she was attempting to clock out, Taylor told Evelyn,
 another worker, that she should get Casnel out of the Katy facility before she gets her. (Tr.
 106). She said that she and Evelyn then locked arms and departed, while Taylor screamed
 behind them to leave. (Tr. 106–107). She said that the local police met her outside of the
 25 Katy facility and she provided a statement. She added that Taylor refused to cooperate with
 them, and told them that they needed to get off of U.S.P.S. property, which was outside of
 their jurisdiction. She denied being insubordinate; she averred that Taylor lost her temper
 without provocation.

2. U.S.P.S. Stance

30 Taylor said that she reduced Casnel’s mail load on this date, in order to assure that she
 returned by 6 p.m. She lamented that she was disappointed, when Casnel failed to return on
 time. She said that, when she inquired, Casnel audaciously told her to stop asking questions,
 35 and insubordinately yelled that she did not have to listen. She recalled being left with no
 choice other than telling her to clock out and leave. She said that, before she knew it, the
 police arrived, and accused her of assault, which she denied. She said that she contacted the
 U.S.P.S. police.

40 Carrier Nelson, a route inspector and Postmaster at another facility, testified that she
 heard Casnel yelling that Taylor touched her. She said that she thought that Casnel was being
 disrespectful, and never heard Taylor yell. She agreed, on cross-examination, however, that

⁸ Casnel also had a route inspection on this day, which involved extra paperwork and an interview. (JT Exh. 5).

she did not observe their full exchange. John Vandenberg, another route inspector and Postmaster, testified that he heard Casnel shout and became “really scared.” (Tr. 348-49). He said that, although Taylor tried to calm Casnel down, he grew concerned about potential violence.

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3. Credibility Resolution

For several reasons, I credit Casnel and find that Taylor was the obvious aggressor and engineered their fallout. *First*, as stated, Casnel was highly credible and had a strong demeanor. *Second*, as said, Taylor was incredible. *Third*, it is implausible that Casnel would have called the police and filed a report, if she were not actually assaulted and threatened. In addition, if Taylor felt that Casnel was legitimately “dangerous to self and others” and required emergency removal, she would have gladly provided a statement to the local police to buffer her discharge rationale, which was never done and detracts from her credibility. It also seems likely that Taylor, if genuinely innocent, would have welcomed the chance to defend herself and talk to local police, if she felt that Casnel was falsely accusing her of a crime. *Fourth*, this blowout was deeply consistent with Taylor’s distinct pattern of threatening conduct towards her subordinates. *Finally*, I find it highly likely that, if Casnel was genuinely a “danger to self and others” and warranted emergency removal, Taylor, a supposedly rational supervisor, would have enlisted the aid of the other postmasters/route inspectors at the Katy facility to act as witnesses and support, which was never done. Her failure to take this obvious course further undercuts her account.⁹ In sum, I credit Casnel, and find that Taylor was the aggressor, Casnel was the victim, and that Casnel conducted herself in a reasonable way at all relevant times.

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H. September 30 – Casnel Placed in Off-Duty Status

Casnel was placed in off-duty status without pay under Art. 16, *Discipline Procedure*, §7, *Emergency Procedure* of the collective bargaining agreement on this basis:¹⁰

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[Her] [c]onduct on the workroom floor was becoming disruptive, loud and uncontrollable. [She was] ... instructed to end ... [her] tour and leave the building. [She] ... refused to follow the instruction[s] ... given and [Postmaster Terri Taylor] ... was afraid ... [that her] actions ... [were] progressing to the point [where she] ... could be dangerous to self and others.

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(JT Exh. 11(a)).

I. October 11 – Investigatory Interview

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In a memo dated Thursday, October 6, Casnel was advised that an investigatory

⁹ Although Postmasters Nelson and Vandenburg observed Casnel shouting, they conceded that they only saw a fraction of the altercation and did not observe the several significant events that preceded their viewing. I find, as a result, that their testimony can only be afforded limited weight.

¹⁰ CAs are covered by a collective-bargaining agreement that runs to September 20, 2019 (the CBA). (JT Exh. 1).

interview was set for Tuesday, October 11. (JT Exh. 11(b)). This notice was mailed out via certified mail. The U.S.P.S.’ records demonstrate that, although this notice was left at Casnel’s home on the day of the investigation, “no authorized recipient [was] available,” which caused Casnel to miss the meeting. The investigatory meeting was then conducted without Casnel, and no other meetings were scheduled. Casnel was, as a result, fired without the U.S.P.S. hearing her side.

J. October 12 – Notice of Removal

Casnel received a *Notice of Removal* for improper conduct. (R Exh. 2; JT Exh. 11(c)). The *Notice* accused her of failing to return from her route by 6 p.m., being disrespectful, refusing to leave, without first calling the local police, and intentionally missing the investigatory interview. Taylor, somewhat remarkably, denied making this removal decision, and said that another manager, Compton, *who conspicuously never testified*, made it. (JT Exhs. 12-14).

K. September 16, 2017 – Sam’s Club Incident

Following her firing, Casnel encountered Taylor at the Sam’s Club in Sugarland, Texas. She related that Taylor followed her out to the parking lot, and aggressively shouted while she was in her car to “get out of the car so I can shoot you,” and “I know where you live.” (Tr. 135). She said that she was on the phone with Williams when this occurred, who corroborated her account. This exchange led Casnel to file another police complaint. (GC Exh. 3).

Taylor testified that Casnel drove up behind her car at the Sam’s Club parking lot, as she was loading her trunk and threatened, “I’m going to get you, I know where you live.” (Tr. 391-92). Taylor said that she answered that, “if you get out of your car, I have a concealed weapon and I will shoot you.”¹¹ (Tr. 391). She said that, although she felt threatened, she did not file a police report, once again.

On the basis of the several reasons previously stated, Casnel has been credited. It is further noted that Casnel’s strong testimony was buttressed by Williams, and her subsequent filing of a police report. This event also closely mirrored Taylor’s other belligerent activities.

III. ANALYSIS

A. §8(a)(1) Allegations¹²

1. July 13 Threat

Taylor’s statements that Casnel would “learn her place,” and that “she was going to

¹¹ Taylor’s admitted willingness to open fire at a Sam’s Club parking lot with innocent bystanders was a remarkable lapse in judgment, given that she could have chosen to not solicit a shootout, retreat to her car and call the police.

¹² These allegations are listed under complaint pars. 6 and 8.

get rid of her because she didn't know her place" violated §8(a)(1). See, e.g., *Jordan Marsh Stores Corp.*, 317 NLRB 460, 462-463 (1995); *Trover Clinic*, 280 NLRB 6 fn. 1 (1986); *Union National Bank*, 276 NLRB 84, 88 (1985).

5 **2. July 21 Threat**

Taylor's solicitation to the Union "to come and get [Casnel]" and "put a leash on her" in connection with her grievances was unlawful. See, e.g., *King Soopers, Inc.*, 332 NLRB 23, 26-27 (2000); *Pacific Gas & Electric Co.*, 234 NLRB 739 (1978).

10 **3. July 28 Threat**

Taylor's comment to Furlow that, she needed "stay away from ... [Casnel] and ... [not] get involved with ... [her grievances about Taylor] because she would implicate ... [her]" was an unlawful threat of discharge. *Jordan Marsh Stores Corp.*, supra; *Trover Clinic*, supra.

B. §8(a)(3) Allegations¹³

20 The U.S.P.S. violated §8(a)(3), when it fired Casnel. The GC made a prima facie showing. Moreover, the U.S.P.S. failed to meet its burden of showing that it would have taken such action, absent Casnel's protected activity.

1. Legal Precedent

25 The framework for analyzing whether discriminatory actions violate §8(a)(3) is covered by *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), which requires the GC to show, by a preponderance of the evidence, that the worker's protected conduct was a motivating factor in the adverse action. This initial burden is satisfied by showing protected activity, employer knowledge and
30 animus. If the GC meets this initial burden, the burden shifts to the employer to prove that it would have taken the same adverse action, absent the protected activity. *Mesker Door*, 357 NLRB 591-92 (2011). The employer cannot meet its burden, however, merely by showing that it had a legitimate reason for its action; rather, it must demonstrate that it would have taken the same action, absent the protected conduct. *Bruce Packing Co.*, 357 NLRB 1084,
35 1086, 1087 (2011). If the employer's proffered reasons are pretextual (i.e., either false or not actually relied on), it fails to show that it would have taken the same action for those reasons regardless of the protected conduct. *Metropolitan Transportation Services*, 351 NLRB 657, 659 (2007). On the other hand, further analysis is required if the defense is one of "dual motivation," that is, the employer defends that, even if an invalid reason might have played
40 some part in its motivation, it would have still taken the same action for permissible reasons. *Palace Sports & Entertainment, Inc. v. NLRB*, 411 F.3d 212, 223 (D.C. Cir. 2005).

¹³ These allegations are listed under complaint pars. 7 and 9.

2. Prima Facie Case

The GC made a prima facie showing that Casnel’s protected activity was a motivating factor. She engaged in protected activity by filing grievances and charges involving Taylor’s abusive conduct. Taylor knew about her grievances. There is also significant evidence of animus, which includes Taylor’s several unlawful threats and connected hostility. In sum, Taylor made it abundantly clear that she harbored great hostility against Casnel’s protected activity, and repeatedly threatened retribution against her and anyone who aided her.

3. Affirmative Defense

For several reasons, the U.S.P.S. failed to show that it would have fired Casnel, absent her protected activity. *First*, there is extensive evidence of animus, which was repeatedly demonstrated by Taylor’s threats and hostility. *Second*, the U.S.P.S.’ claim that Casnel abruptly morphed into an intolerable employee who was “injurious to self or others” and needed emergency removal is deeply undercut by the fact that only 5 months earlier Taylor solicited Casnel to serve as acting supervisor and praised her as a superior candidate. (Tr. 41–42.). It is implausible that Casnel sunk from a candidate for a promotion to a workplace menace in such a short period. *Third*, there is conspicuously close timing between Casnel’s protected activity and her discharge. *Fourth*, as discussed, Taylor was consistently the aggressor, and engineered Casnel’s problems and firing. Casnel acted reasonably, and the underlying rationale for her firing was false and pretextual.¹⁴ *Fifth*, the U.S.P.S.’ willingness to fire Casnel without hearing her side of the story, and without granting her reasonable notice of her investigatory hearing smacks of invidious treatment. In sum, the record demonstrates that Casnel was fired for her protected activity, and the root of her problem was her protected protest of Taylor’s misconduct.

CONCLUSIONS OF LAW

1. The U.S.P.S. is an employer subject to the Board’s jurisdiction under §1209 of the P.R.A.
2. The Union is a labor organization, within the meaning of §2(5) of the Act.
3. The U.S.P.S., by Taylor, violated §8(a)(1) by:
 - a. Threatening employees with discipline and termination in order to discourage their Union and other protected activities.
 - b. Implicitly threatening employees with discipline and termination in order to discourage their Union and other protected activities.
 - c. Threatening employees with unspecified reprisals, if they aided their

¹⁴ At worst, Casnel was slightly late on September 27 with reasonable excuse, which was not a fair discharge basis.

coworkers' Union and other protected activities.

4. The U.S.P.S. violated §8(a)(3) by firing Casnel because she engaged in Union and other protected activities.

5. The unfair labor practices set forth above affect commerce within the meaning of §2(6) and (7) of the Act.

REMEDY

Having found that the U.S.P.S. committed unfair labor practices, it is ordered to cease and desist and to take certain affirmative action designed to effectuate the Act's policies. It must make Casnel whole for any losses of earnings and other benefits. Her make whole remedy shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), that is compounded daily as set forth in *Kentucky River Medical Center*, 356 NLRB 6 (2010). Under *King Soopers, Inc.*, 364 NLRB No. 93 (2016), it shall also compensate her for search-for-work and interim employment expenses, regardless of whether those expenses exceed her interim earnings.¹⁵ It shall also, in accordance with *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB 101 (2014), compensate Casnel for the adverse tax consequences, if any, of receiving a lump sum backpay award, and, in accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016), within 21 days of the date the amount of backpay is fixed either by agreement or Board order, file with the Regional Director for Region 16 a report allocating backpay to the appropriate calendar year. The Regional Director will then assume responsibility for transmission of the report to the Social Security Administration. It shall remove from its files any references to her unlawful firing, and notify her in writing that this has been done and it will not be used against her in any way. It also shall post the attached notice under *J. Picini Flooring*, 356 NLRB 11 (2010).

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended¹⁶

ORDER

The U.S.P.S., Katy, Texas, its officers, agents, successors, and assigns, shall

- 1. Cease and desist from
 - a. Threatening employees with discipline and termination in order to

¹⁵ Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate set in *New Horizons*, supra, compounded daily under *Kentucky River Medical Center*, supra.

¹⁶ 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.

discourage their Union and other protected activities.

b. Impliedly threatening employees with discipline and termination in order to discourage their Union and other protected activities.

c. Threatening employees with unspecified reprisals, if they aid their coworker's Union and other protected activities.

d. Discharging or otherwise discriminating against employees because they engage in Union and other protected activities.

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

a. Within 14 days from the date of the Board's Order, offer Casnel full reinstatement to her former job or, if such job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

b. Make Casnel whole for any loss of earnings and other benefits suffered as a result of the discrimination against her, in the manner set forth in the Remedy section of the decision; compensate her for the adverse tax consequences, if any, of receiving a lump-sum backpay award; compensate her for search-for-work and interim employment expenses; and file with the Regional Director, within 21 days of the date the amount of backpay is fixed, either by agreement or Board Order, a report allocating backpay to the appropriate calendar year.

c. Within 14 days from the date of the Board's Order, remove from its files any reference to Casnel's unlawful discharge, and within 3 days thereafter, notify her in writing that this has been done and that her discharge will not be used against her in any way.

d. Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of the Board's Order.

e. Within 14 days after service by Region 16, post at its Katy facility copies of the attached notice marked "Appendix."¹⁷ Copies of the notice, on forms provided by the Regional Director, after being signed by the Respondent's authorized representative,

¹⁷ 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."

shall be posted by the U.S.P.S. 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, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the U.S.P.S. customarily communicates with its employees by such means. Reasonable steps shall be taken to ensure that the notices are not altered, defaced, or covered by any other material. If the U.S.P.S. has gone out of business or closed the facility involved in these proceedings, it shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by it at the Katy facility at any time since July 13, 2016.

f. 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 it has taken to comply.

Dated Washington, D.C. February 1, 2019



Robert A. Ringler
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 threaten you with discipline and discharge in order to discourage your Union and other protected activities.

WE WILL NOT impliedly threaten you with discipline and discharge in order to discourage your Union and other protected activities.

WE WILL NOT threaten you with unspecified reprisals, if you assist your coworkers' Union and other protected activities.

WE WILL NOT fire you or otherwise discriminate against you because you engaged in Union or other protected activities.

WE WILL NOT in any like or related manner interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL make Casnel whole for any loss of earnings and other benefits resulting from her discharge, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharge of Casnel, and **WE WILL**, within 3 days thereafter, notify her in writing that this has been done and that her discharge will not be used against her in any way.

WE WILL compensate Casnel for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and **WE WILL** file with the Regional Director, within 21 days of the date the amount of backpay is fixed, either by agreement or Board Order, a report assigning her backpay awards to the appropriate calendar year.

UNITED STATES POSTAL SERVICE

(Employer)

Dated _____ By _____
(Representative) (Title)

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

819 Taylor Street, Room 8A24, Fort Worth, TX 76102-6178
(817) 978-2921, Hours: 8:15 a.m. to 4:45 p.m.

The Board's decision can be found at <https://www.nlr.gov/case/16-CA-189702> or 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 (682) 703-7489.