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

UNITED STATES POSTAL SERVICE

and **Case 15–CA–279353**

LAWREN C. GRIFFIN, an Individual

Erin West, Esq. and William T. Hearne, Esq.
for the General Counsel.
Jason Hardy, Esq.
for the Respondent.

DECISION

STATEMENT OF THE CASE

DONNA N. DAWSON, Administrative Law Judge. This case was tried virtually using Zoom for Government technology on March 21, 22 and 23, 2022. The Charging Party, Lawren C. Griffin (Griffin) filed an initial charge on July 1, 2021 and a first amended charge on October 28, 2021. The General Counsel issued the complaint on December 23, 2021 alleging that Respondent violated Sections 8(a)(3) and (1) of the National Labor Relations Act (the Act) when (1) on December 17, 2020, it refused to allow Griffin to submit medical documentation for leave purposes in accordance with established policy; (2) on December 17, 2020, it scheduled Griffin for an investigatory interview; (3) on February 1, 2021, it issued Griffin a notice of removal; and (4) it discharged Griffin on March 5, 2021.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the parties, I make the following

FINDINGS OF FACT

I. JURISDICTION

The United States Postal Service (USPS/Respondent), provides postal service for the United States and operates various facilities throughout the United States in performing that function, including a facility located at 432 FL-32, Wewahitchka, Florida 32465 (Respondent's facility/Wewahitchka PO). The Board has jurisdiction over Respondent and

this matter by virtue of Section 1209 of the Postal Reorganization Act (PRA) of 1970. The Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

1. Respondent's Operations

At all material times, Samantha Jackson (Jackson) has been the postmaster of Respondent's facility and David Lucas (Lucas) has been a labor relations specialist for Respondent's Florida District 1. Respondent admits and I find that both Jackson and Lucas have been supervisors and agents of Respondent within the meaning of Section 2(11) and 2(13) of the Act. Respondent's facility is a smaller postal facility (level 18) in Wewahitchka, Florida with a complement of only two part-time clerks. When fully staffed, each of the clerks typically works about 23 hours a week as the facility opens to the public for seven and a half hours each day. When understaffed, or rather when down to one clerk, Jackson routinely works over 8 hours a day to make sure customers are served and mail is sorted for delivery. For the relevant periods in this case, the facility was understaffed due to Charging Party Griffin's absence. Respondent did not provide a reason as to why it did not at least hire a temporary clerk to take Griffin's place, especially since she was not awarded back pay when reinstated through arbitration proceedings discussed below. (Tr. 307-310)

2. Charging Party Griffin's background with Respondent

Griffin started working for Respondent's facility in March 2016 as a part-time flexible clerk under Jackson's supervision.[1] Griffin's duties included sorting mail and packages for the carriers and providing customer service over the front counter. At the end of April 2019, Griffin went on maternity leave. She initially arranged to return to work in July 2019, which coincided with the time she had exhausted her 12 weeks of Family Medical Leave Act (FMLA) leave. (Tr. 90) Due to additional medical issues and her medical providers determining that she was unable to return to work, Griffin remained out of work continuously for the rest of 2019. (Tr. 98–99) During that time, Griffin communicated with Jackson with text messages, submitted some medical documentation in person in early August 2019 and emailed additional medical documentation to Jackson. (GC Exhs 4–5; Tr. 98–100, 106) Despite receiving Griffin's medical information and other communications, Respondent documented Griffin's 2019 absences as unscheduled. (GC Exh. 9, p. 2; Tr. 96, 98)[2]

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[1] Also referred to as a part-time sales and service distribution associate/clerk. (Tr. 89)

[2] I overruled Respondent's Counsel's objection to this line of questions regarding Griffin's submission of medical documentation in 2019. He argued that Griffin's 2019 removal was for failure to maintain a regular schedule and not for failure to supply the required medical documentation. The General Counsel contended that this information is relevant to show Griffin communicated with Respondent in the same manner after the arbitration decision. (Tr. 101-103)

Following failures to report for two scheduled investigative interviews in December 2019, Respondent issued Griffin a removal notice dated December 19, 2019, effective on January 24, 2020, for failure to maintain a regular work schedule. Respondent determined that Griffin had been continuously absent from work since July 27, 2019 in a "non FMLA protected Leave Without Pay Status (LWOP)," and had not provided an expected return to work date. (GC Exh. 8) Thereafter, the Union grieved Griffin's discharge. On September 30, 2020, an arbitrator issued a decision sustaining the grievance, reducing Griffin's removal notice to a letter of warning and returning her to work with seniority but without back pay since she had been medically unable to return to work. The finding did not include a return to work date. (Tr. 21–22; GC Exh. 9). More specifically, the arbitrator found that Respondent lacked just cause to issue Griffin's 2019 removal "because the discipline was punitive, rather than corrective," and noted that discipline had to have been progressive in nature.[3]

B. Post-Arbitration

1. Respondent returns Griffin to work without prior notice

On October 2, 2020, Lucas (Respondent's senior labor relations specialist), sent Jackson and labor relations an email notifying that the arbitrator ruled in Griffin's favor. Lucas advised that he had "contacted Mr. Sullivan to get the best up-to-date contact information for Ms. Griffin to instruct her to return to work at the [Wewahitchka] Post Office." ((Tr. 47–48; GC Exh. 33)

On the same date, October 2, 2020, Jackson received an electronic email notification from Griffin through Respondent's automated leave call out system, eRMS-NOTIFICATION@usps.gov., with the subject line "ACTION REQUIRED. This was also referred to as an "ERMS callout," an automated hotline that employees use if they need to call out of work "on that day" for any reason including a medical issue. The email read, "LEAVE REQUEST FOR LAWREN GRIFFIN… FROM 03-OCT-20 TO 28-NOV-20 FOR 168 HOURS." (GC Exh. 34, p. 1) In response, on October 3, Jackson complained to Lucas that, "[h]ere we go again :([emphasis on frowny face])." (Id.) On the same day, Jackson updated her supervisor, Michelle Kulik, "on Lawren Griffin," informing her that Griffin had been reinstated but "has not been to work in a year and a half. She is now calling out once again as she did before her removal." Jackson lamented that, "I am frustrated to say the least" and that she would "be working closely with labor in regard to this situation once again." (GC Exh. 33, p. 1) Jackson insisted that her frustration was not in response to the arbitration award but rather with trying to get Griffin back to work.[4] (Tr. 47–49, 317–318)

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[3] The arbitrator decided that Griffin being "charged simply" with failure to maintain a regular work schedule did not rise to a level warranting discharge. He further determined that Griffin had not abandoned her job since she had been charged with "[u]nscheduled LWOP" and not AWOL and had communicated with Jackson and the district reasonable accommodation committee. (GC Exh. 9)

[4] I find Jackson's frustration with Griffin is directly intertwined with the arbitration decision returning her to work. I note here that Jackson repeatedly refused to admit that she sent and/or received many of the emails exchanged between her and other of Respondent's officials such as Lucas

However, without notice to Griffin, Jackson added Griffin to the schedule to begin work on October 3, 2020. (Tr. 22–24, 28, 356–358) Initially, Jackson testified that she had sent Griffin a notice to return to work on October 3, 2020.[5] However, she ultimately and reluctantly admitted that she never notified or attempted to notify Griffin of her start date, as she had done in the past (by either letter, email, phone call or text message) that she was expected to return to work on October 3, 2020. Jackson indicated that she had followed policy by not communicating with Griffin but there was no evidence of such a policy that directed her to expect an employee to return to work within three days without notification. Jackson finally conceded that it would have "possibly" been within Postal Service policy to communicate with Griffin by using her personal cell phone or email. In sum, Griffin had no knowledge prior to or immediately thereafter that she had been expected to report to work on October 3, 2020. Moreover, there is no evidence, as Respondent has argued, that Griffin knew or should have known that Jackson put her on the schedule to start work on October 3, 2020. It is reasonable, however, for Griffin, who believed she was unable to work, to have requested leave following the arbitrator's decision.

When first presented with evidence that she had communicated with Griffin via text messages in July 2019, Jackson refused to acknowledge that she had done so. At some point she conceded that she had "probably" done so or that it was "possible." (Tr. 28–33; GC Exh. 2) The evidence shows that on July 19, 2019, Jackson notified Griffin by text message that

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and Kulik. Instead, she reluctantly claimed it was "possible." (Tr. 47–48)

[5] Q: Okay. But you didn't call Ms. Griffin to notify her of her return-to-work date?
A: I believe there was a letter sent.
Q: When did this letter get sent?
A: I'm not sure.
Q: Who would have sent this letter?
A: I would have sent the letter.
Q: Do you know where you would send it to?
A: Her address on permanent record for the USPS that she provides.
Q: Do you recall what that address was?
A: I know it was in Lynn Haven, [Florida] but I do not know the specific address.
Q: Okay. And so according to you, you mailed a letter to Ms. Griffin at her Lynn Haven, Florida residence to notify her to come back to work at 8 a.m. on Saturday, October 3rd, correct?
A: I would have mailed her a return-to-work letter…That is what I know I would have mailed her.

(Tr. 24–25) I granted the General Counsel's request to issue a subpoena for this document over objection by the Respondent's Counsel that Respondent already "turned over well over 3,000 pages of documents responsive to the subpoena duces tecum," labeled as exhibit 4, and that it would be in those documents in Exhibit 4 as Respondent did not index every page of the 3,000 pages. (Tr. 24–26). However, Jackson subsequently admitted that she never sent Griffin such a letter prior to putting her back on the schedule for October 3, 2020. ((Tr. 46, 357–360; GC Exh. 23, 34; R. Exh. 6) As discussed further in this decision, Griffin's contradiction and inability to tell the truth on this matter renders other areas of her testimony incredible where it is either uncorroborated or in contradiction with that of other more credible witnesses.

she was "working on the schedule for the 29th are there any issues I should know about before I make it." (Tr. 91–94) Griffin responded on July 21, 2019, that "my doctor canceled on me for my appt on the 11th of this month. I had to reschedule for August 5th so I'm calling out until I find out what exactly is going on…" Jackson replied on July 22, 2019, that "I will need proper documentation and make sure I get an updated c17 from your doctor." (GC Exh. 2) Jackson never attempted to make a similar attempt to contact Griffin before placing her on the schedule on October 3, 2020. (Tr. 32–33)[6] Further, Griffin also denied knowing why Griffin had been out of work back in 2019, testifying that, "I do not know…I don't know why she was out." The evidence shows that this is clearly not true, as Griffin submitted medical documentation and Jackson testified during the arbitration hearing regarding Griffin's status in 2019.[7] (Tr. 52–54; GC Exh. 33 (Lucas thanked Jackson for her testimony at the arbitration hearing.))

2. Respondent's next steps

By email on October 5, 2020, Lucas informed Olmeda that, "Lauren [sic] Griffin just called in for 168 hours!" On the same date, about 12 minutes later, Olmeda instructed Lucas to "[s]end her a 5-day letter because we need documentation. Have her document everything. Print the 3971s. Make sure the 3971s and the 3972 match. We will have to do it again." (Tr. 50–52; GC Exh. 34, p. 1) Jackson first contacted Griffin by mailing via certified mail, dated October 8, 2020, an absence from duty letter, also referred to as a "5-day" notice. The notice read as follows:

> This is to advise you that since October 3, 2020, you have not worked and you have failed to properly document an acceptable reason for your absence.
>
> You are hereby directed to return to duty on your first scheduled workday after receipt of this notice, or submit acceptable evidence to support your inability to support your inability to report. Any documentation submitted must clearly state the nature of your condition and when it is expected that you will be able to fully perform the duties of your PTF position. Normally, medical statements such as "under my care" or received treatment are not acceptable evidence of incapacitation to perform duties. The medical documentation should address that you are incapacitated at the present time and the documentation should also address your ability to resume work without restrictions.

[6] Griffin even physically went into the facility in July 2019 after Jackson called her personal cell phone to ask her to come in to count or reconcile the money, money orders and stamps in her customer service drawer. (Tr. 90–91)

[7] (GC Exhs. 4–5) There is no evidence that Jackson did not receive medical documentation that Griffin sent via email in 2019.

> You are required to submit acceptable documentation to support your continued absence from work. In accordance with Part 513.363 of the Employee and Labor Relations Manual [ELM], you are required to submit at appropriate intervals, but not more frequently than once every 30 days, satisfactory evidence of continued incapacity for work unless your supervisor has knowledge of your continuing incapacity for work.
>
> Failure to respond to this notice within five (5) days after receipt will result in immediate action being taken, and you may be subject to disciplinary action, up to and including removal. Failure to respond to this notice and/or failure to provide acceptable documentation will also result in your absences being coded as AWOL.
>
> A copy of this letter is being sent to your home address by ordinary mail.

The carrier left this letter with an individual at Griffin's Lynn Haven address, and tracking documentation shows that carrier "JJC, Collin" signed with a notation, "C-19 Route 2." This meant that the carrier handed the letter to the individual without letting the recipient touch the screen.[8] (Tr. 322) Griffin's mother, Linda Chase (Chase), related the contents of this letter to Griffin on or near the delivery date of October 10, 2020. (Tr. 321; R. Exh. 6) (Tr. 41–42, 110–111, 320–322; GC Exh. 10; R. Exh. 6) Therefore, this marked the first time that Respondent notified Griffin of an expected back to work date.

Jackson denied that as early as October 2020, she and her supervisor, Kulik, and along with other Respondent's officials, initiated a plan to discharge Griffin. On October 29, 2020, at 2:34 p.m., Kulik asked Jackson to forward the arbitrator's ruling to everyone on an email chain. Jackson testified that the individuals on that chain were "all HR…people who would manage getting her [Griffin] back on the rolls properly." However, within one minute, Patrick Admirand, Respondent's Gulf Atlantic District (A) marketing manager, responded that "[a]lso the steps we are currently on with the employee still not showing up to work to build a case." When asked if she recognized the emails, she replied that, "I see that it was and I - - I can say it was sent to me. Do I - - do I remember it? I do not. I do not." I find Jackson's hesitancy convenient, troubling and evasive. It is clear that by that time, a plan had been put into place to remove Griffin. (Tr. 406–407; GC Exh. 47)

After delays in allegedly finding a union representative, Jackson sent Griffin an "Absence From Duty: Return to work and fact-finding notice" dated November 24, 2020. This notice also directed Griffin to return to duty on her first scheduled workday after receipt of the notice or submit acceptable evidence supporting her inability to work "beginning

[8] R. Exh. 6, p. 2 shows in the last column a box where you can access or view the delivery signature and address. During the hearing, Respondent's counsel clicked on this box to show that JJ C, Collin, delivered this letter to an individual at Griffin's Lynn Haven, Florida address. (Tr. 321–32)

October 03, 2020 to present day" in accordance with parts 513.363 and 513.364 of the ELM. In addition, Jackson directed Griffin to report to the Wewahitchka facility on December 2, 2020 at 11:00 a.m. for a fact-finding interview and advised that Griffin's union steward would be made available for the interview. Jackson warned that failure to respond to this notice within five (5) days of receipt of the notice might result in disciplinary action up to and including removal and absences being marked as AWOL. Jackson provided her contact number in the event that Griffin would need to participate in the interview by telephone and stated that if Griffin was "unable to report as directed [she] must contact [her] prior to the date listed above to discuss additional options to conduct a fact-finding." (GC Exhs. 37, pp. 3–5, 47) Respondent canceled the December 2nd interview because Griffin's mail had been placed on hold, meaning that Griffin had not received the November 24, 2020 notice. On December 9, 2020, Jackson informed Lucas that, "I have tried to get her in for a fact finding. I was unaware the mail was on hold. It has now been extended through the first of the year. How am I supposed to get a notice of a fact-finding to her at this point. They keep extending their hold." (GC Exh. 37, p. 2) On December 16, 2020, Lucas instructed Jackson and Anthony Grigsby, Lynn Haven, Florida postmaster, as to how they would move forward. He told Jackson to "[m]ail a letter Certified and Priority to the Lynn Haven address for an investigative interview on January 07, 202[1]. He directed Grigsby as follows:

> Anthony,
>
> Have you [sic] office scan the certified and Priority as holds. If they show up to get the mail at any time, ensure the letters are delivered and properly scanned. If they do not come and pick up the mail prior to January 02, 2021, have the mail delivered on January second to the address…IF ANY ISSUES POP UP PLEASE CONTACT ME. IT SEEMS MS. GRIFFIN IS PLAYING A GAME AND WE NEED HER TO ANSWER FOR WHAT IS GOING ON.

(GC Exh. 37, pp. 1–2) Jackson sent Griffin another certified letter entitled "Absence From Duty: Return to work and fact-finding notice," dated December 17, 2020, with the same language as the prior notice except that in this one Jackson directed Griffin to report to the Wewahitchka facility on Thursday, January 7, 2020 at 11:00 a.m. for a fact-finding interview. (R. Exh. 8)

3. Delivery of the November 24 and December 17 notices

Jackson sent the November 24 and December notices by certified mail and by ordinary mail. (Tr. 27–28) The tracking record reflects that the November 24 letter arrived at the Lynn Haven post office on November 27, 2020, the day after Thanksgiving, where it was held at the customer's request. There was no evidence as to its trajectory past that point, thus, no evidence that Griffin received it or was made aware of the December 2, 2020 fact finding interview. (Tr. 323–326; R. Exh. 7) The December 17 letter's journey proved more interesting. It began on December 17 but did not reach the Lynn Haven post office until nine days later, on December 26, the day after Christmas, where it was held at the customer's request. (GC Exh. 39, p. 3) The evidence establishes that Griffin's mother had the mail addressed to the Lynn Haven address put on hold during the holidays, and "to [her]

knowledge, [her] parents were on vacation." (Tr. 127, 211)[9] Respondent apparently did not maintain documentation of when Chase placed the hold on the mail and when she ended the hold.[10] It is clear, however, that Griffin nor anyone at the Lynn Haven address received the December 17 letter before Christmas.

On January 5, 2021, a delivery attempt was made for the December 17 notice but there was no authorized recipient available to receive it. Tracking notation shows, "Notice Left (No Authorized Recipient Available)." (GC Exh. 15) Despite leaving a notice, later that day, a second delivery attempt resulted in the letter being allegedly left with an unnamed individual. However, the tracking document shows that the second "delivery [was] invalid." (R. Exh. 8 p. 3) The referenced form reflects a tracking number consistent with the certified letter that Jackson sent to Griffin's address of record, 3940 -R Arbor Trace Drive, Unit R, Arbor Trace. It also reflects that "A Grigsby," in other words, former postmaster Anthony Grigsby, signed that he had delivered the letter on January 5, 2021. (GC Exh. 39, pp. 1–3) In a January 6, 2021 email to Lucas, Jackson advised that "It is at 11:00 a.m. and Anthony [Grisby] took the letter out yesterday and delivered it." (GC Exh. 35, p. 1) Jackson claimed to have no idea why the delivery had been marked invalid or why it would be coded as such, stating that "[i]t could mean, like the scan was not accurate. It could mean several different things." (Tr. 385) Jackson testified that, "Generally" delivery guidelines required that first-class certified mail be signed by someone living at the addressee's household and must be returned to sender after 15 days if a signature is not obtained. On the other hand, Jackson volunteered that, "[u]nfortunately, when it - - when it comes to - - to disciplinary actions, we're often instructed to do other things, getting the certified mails to the city employees…I'm guessing…Anthony was instructed to sign for it; I'm not sure. I'm not sure what the exact rules are when it comes to labor and disciplinary certifieds." It is unbelievable and disturbing that a postmaster with Jackson's experience repeatedly claimed to know little about Postal Service rules relating to discipline and mail delivery.

Jackson also testified that during that time, in effect COVID-19 regulations required that, "we were not to have contact with the customers. We were to deliver the certified mail citing COVID-19, as stated on the signature line." Jackson pointed out the letters "C19 CM R+2." Jackson insisted that those COVID-19 regulations permitted postal delivery personnel to actually sign their own names to verify delivery in place of the addressee's. She claimed they could do so whether residents were at home or not. She even maintained that this was the rule throughout the entire country that, "from my understanding, that they were just supposed to cite COVID-19 and leave the letter," without having knock. (Tr. 66–69; GC. Exh. 39) Other evidence reveals, however, that during on October 10, 2020, in the height of

[9] When asked if it was common for customers to place mail on hold during major holidays, Jackson, a seasoned postmaster, evaded the question stating, "[d]epending on the family, I don't - - working at the post office - - I don't - - I don't put anything into common factor because it's the post office." (Tr. 398).

[10] In fact, Keith Willis, a clerk at the Lynn Haven post office admitted that the post office did not keep track of when customers put mail on or removed from a hold. (Tr. 302–307)

the COVID-19 pandemic, Jackson's October 8, 2020 return to work letter mailed to Jackson's address of record was not only delivered to that address but contained a signature or written name of a resident of that address, "J. Chase," along with the carrier's name (C. Collins). Collins also added "C19" next to his signature. Jackson testified that this letter had been left with an individual, "that would have been the carrier of the route handing it to the individual, not letting the individual touch the screen because of the C-19." (Tr. 321–322; GC Exh. 10; R. Exh. 6) Grigsby, unlike carrier C. Collins, failed to include the name or initials of the alleged individual with whom he left the December 17 notice. (GC Exh. 39)

Respondent's "Mandatory Stand-Up Talk" memoranda dated March 19,2020, regarding "Customer Signature Service COVID-19 Response and Prevention," set forth a required "temporary process…for signature service items," reads in relevant part:

- Avoid ringing the doorbell when possible. Knock on the customer's door. Avoid areas that may be frequently touched when knocking.
- While maintaining a safe, appropriate distance, request the customer's first initial and last name when prompted for name.
    - Using the MDD, scan the mail piece barcode, select Delivered and answer the prompted questions. Enter the customer's first initial and last name when prompted for name.
    - When prompted for the customer to sign the MDD's screen, employees are to print their own initials (not a signature), route number and notate C19 on the screen in lieu of the customer's signature.
    - For Return Receipts and other hard copy items, enter the customer's first initial and last name in the Signature box of the form.

- For increased safety, politely ask the customer to step back a safe distance or close the screen door/door so you may leave the item in the mail receptacle or appropriate location by the customer door.
- If there is no response, follow the normal Notice Left process. [emphasis added]

(R. Exh. 13).[11] Further, on March 7, 2022 modified its coronavirus policy re "Signature Services procedures." (GC Exh. 45, p. 8) There is no instruction in either of these policies for letter carriers or other employees to just leave certified mail when no one answers the door without any notice being left. It also maintains that carriers include the initials of the individuals with whom they handed mail, as carrier C. Collins did when he delivered Jackson's October 8, 2020 return to work letter to Griffin. (GC Exh. 45, pp. 10–11, 15; GC Exh. 10; R. Exh. 6)

Tracking information further showed that on January 8, 2021 (the day after the last

[11] Jackson admitted that if no one was at home during a delivery attempt, "there's a notice left," for the addressee to pick up the mail. Griffin added that if no one is at home, a notice is left and then if the letter is not retrieved by the addressee after about 15 days, it is returned to the sender. (Tr. 56–59; 125–128)

scheduled fact-finding interview), the December 17, 2021 letter "was refused by the addressee at 11:19 am on January 8, 2021…and is being returned to the sender." (GC Exh. 15, p. 1; R. Exh. 8; Tr. 326-332, 381–382, 384–385) Griffin recalled that she had given her mother permission to refuse certified mail received in January 2021 since it had been signed on the green card or attached return receipt card by "someone else outside of our household…" (Tr. 132–134)[12] Consequently, Griffin was not aware in 2020 or 2021 that Respondent had scheduled her investigatory interview for January 7, 2021 since her mother apparently did not open the December 17 notice. (Tr. 134–135) Griffin and her mother would or should have at least recognized that the "refused" letter had originated from the Postal Service but were aware that they did not have to accept certified mail signed by someone outside of their household.

On January 8, 2021, at 1:47 p.m., Jackson emailed Grigsby asking for a statement from him "about what Linda Chase had done today when she brought the items back for Lawren Griffin. DO NOT scan any of the items refused just date them and put the time they were returned by Linda Chase back to the Lynn Haven Post Office and return them to me with your statement please." (GC Exh. 36) Respondent never presented any such statement from Grigsby. Nevertheless, tracking information discussed above shows that the letter had been scanned at some point as refused. (GC Exh. 15, p. 1)[13] Jackson admitted that customers had a right to refuse mail not delivered pursuant to postal policy. (GC Exh. 36; Tr. 71–73) Jackson testified that the referenced items refused by Chase would have been mailed back to her. However, there is no evidence that this occurred.

In the interim, on January 5, 2021 at 8:42 a.m., Griffin sent in another electronic leave request for 100 hours from January 9, 2021 through February 5, 2021. (GC Exh. 35, p. 3) Jackson testified that she did not consider the automatic call outs to be leave requests but rather Griffin's using the system for "calling out and not reporting to work." (Tr. 53, 62-64) Lucas advised Jackson on January 6, 2021 at 8:43 a.m. as follows:

> No problem. If she does not show up for the investigative interview, have the discipline package for her removal ready to submit. Get it to our office ASAP. Have a higher level Postmaster ready to concur the discipline request. She can

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[12] Griffin testified that either a carrier or, if it is a post office box, the clerk, "use scanners to make sure we keep track of the mail and what's going on with it…basically, because we [her Lynn Haven residence] have an outside residence, the carrier will scan it refused and then return it to the sender." (Tr. 129–131, 132)

[13] Window clerk Willis at the Lynn Haven Post Office recalled that on January 22, 2021, Griffin's mother, Linda Chase, entered the lobby and asked for her mail on hold at the 3940 Arbor Trace Drive, Unit R, Lynn Haven, Florida address. He testified that she received two small grocery store shopping bags worth of mail and speculated that such an amount appeared to have been on hold for "maybe 30 days, depending on how much mail they receive." He claimed that Chase ultimately left "a handful of mail on the counter" after commenting that some of the mail did not belong to her, and then she left. He did not recall what happened to such returned or refused mail as "there [was] typically no documentation when it comes to that." ((Tr. 303–305; 306–307)) Nevertheless, the December 17, 2020 letter had already been refused and returned on January 8, 2021.

> call in all she wants. Has she given you any medical documentation since she has gotten her job back? I would email the OHNA asking him if she has sent him any documentation for her absences.

(GC Exh. 35, p. 2) Jackson responded that she had not received any documentation and that Griffin "is also still calling out sighting FMLA she does not have." Lucas emailed Stephen Johnson, asking if he had received any documentation from Griffin for absences since September 2020; this was his first inquiry as to whether Griffin had done so. Subsequently, Lucas instructed Jackson to "[d]eny the FMLA and switch it to NON-FMLA USWOP like you have been doing. It is obvious she does not have the hours to qualify for FMLA. (GC Exh. 35, pp. 1–3) Jackson maintained at the hearing that she had never received any medical documentation from Griffin between September 2020 and January 2021. Further, as discussed below, Respondent presented evidence to support its position that no one in the Postal Service, including Jackson, had received any email communications or medical documentation from Griffin during that time period.

A. Disciplinary Action and Termination

On January 7, 2021, the same day of the scheduled fact-finding interview, Jackson submitted a disciplinary action request for Griffin's removal to the North Florida District's senior labor relations specialist in Jacksonville, Florida. Jackson wrote that she,

> HAD PUT HER ON THE SCHEDULE FOR OCTOBER 3, 2020. LAWREN GRIFFIN HAD CALLED INTO WORK FOR SEVERAL HOURS. I HAD SENT HER A FIVE DAY LETTER TO PROVIDE DOCUMENTATION. LAWREN FAILED TO PROVIDE DOCUMENTATION. I HAD SCHEDULED HER FOR A FACT FINDING. SHE FAILED TO SHOW FOR HER FACT FINDING ON 1/7/2021 AT 11:00 AM. SHE HAS ALSO NOT PROVIDED ANY DOCUMENTATION TO JUSTIFY HER ABSENCE.

The request noted Respondent's leave/attendance policy and the ELM 513.363 requirement that employees must "SUBMIT AT APPROPRIATE INTERVALS SATISFACTORY EVIDENCE OF CONTINUED INCAPACITY FOR WORK." Jackson attached to this request the fact-finding interview signed by "SAMANTHA JACKSON AND UNION REPRESENTATION FOR NON ATTENDANCE OF LAWREN GRIFFIN," "FIVE DAY LETTER FOR PROPER DOCUMENTATION," AND "NOTIFICATION FOR FACT FINDING SENT TO LAWREN GRIFFIN." The removal request did not contain a concurring or reviewing official's signature as instructed by Lucas, nor was there a signature of a union representative as indicated. (GC EXH. 43; Tr. 79–91) On January 29, 2021, Jackson complained to Kulik (via email) about her facility still "being down one" PTF clerk, meaning Griffin. Jackson advised that she had been "…working closely with labor and the law department. We are very close to another removal letter on Lawren Griffin hopefully with a bright future for her permanent removal and finally being able to fill her position." (Tr. 74; GC Exh. 41)

Jackson issued by certified letter dated February 1, 2021, Griffin's "Notice of Disciplinary Action – Notice of Removal" for "FAILURE TO MAINTAIN A REGULAR WORK SCHEDULE/UNAUTHORIZED ABSENCE/AWOL," to be effective at the end of her tour on March 5, 2021. The notice further stated that Griffin had failed to maintain a regular work schedule continuously from October 5, 2020 through "Present." It continued, "[y]ou have been continually absent from work since October 5, 2020. You continue to be absent from work and you made it clear by your actions that you have no intention of returning to work." The notice repeated how Respondent had sent absence of duty and report to investigative interview letters and how Griffin had failed to attend the interview and to provide acceptable justification for her absence. It further stated that,

> The letter was mailed to your address of record via Certified mail from Wewahitchka, Florida Post Office on December 17, 2020. The letter arrived at Lynn Haven Post Office on December 26, 2020. [You're] address of record had a hold on the mail to hold all mail at the Post Office until January 04, 2021. Due to your residents having a hold on your mail, the investigative interview letter was delivered on January 05, 2021. Your interview was scheduled for January 07, 2021. The letter stated you must return to work on your first scheduled workday after receipt of this notice or submit acceptable evidence to support your inability to work. The letter stated failure to respond to this notice within five (5) days after receipt will result in immediate action taken, and you may be subject to disciplinary action, up to and including removal…You did not respond to the letters and you did not come to the fact-finding interview. You did not call to conduct the interview telephonically. You have never provided any medical documentation to substantiate your inability to work. Thus, you are AWOL and continue to be AWOL to the present.
>
> Your actions are contrary to your duties and responsibilities as a postal employee, as well as parts 511.43, 665.41, and 665.42 of the Employee and Labor Relations Manual.

(R. Exh. 9)[14] For the relevant time period, Griffin had been the only employee removed or otherwise disciplined by Jackson. Respondent did not provide any information as to other employees who may have been removed, or not, under similar circumstances in other offices under Lucas' or other managers to whom Jackson reported or looked to for advice. Jackson of course denied terminating Griffin for her protected activities. (Tr 347, 338–339)

[14] Jackson completed and signed requests for or notification of absence (PS Forms 3971) from October 3, 2020 through January 29, 2021, listing the type of absence on each as "AWOL." She either marked that she disapproved these supervisor generated leave requests because Griffin had been "unavailable" or simply left the reason for disapproval blank. (R. Exh. 3)

On April 23, 2021, Respondent issued a notification of personnel action for the removal due to being AWOL to be effective on March 5, 2021. (GC Exh. 19; Tr. 144–145) After initially testifying that she received the removal notice, Griffin recanted, testifying that she never received it. She claimed that she only received the notice of personnel action dated April 23, 2021. Tracking information shows that Respondent sent the removal letter to Griffin's address on file on February 2, 2021 and that the letter had been delivered, left with an individual on February 3 at Griffin's 3940 Arbor Trace address. It also reflects "L Griffin," Griffin's mother's initial and last name on the delivery signature and address box. The carrier who delivered this letter appears to have written "L Griffin" in the signature box and underneath wrote in "C19," in accord with Respondent's COVID-19 guidelines. (GC Exh. 42; Tr. 77–79, 324–335; R. Exh. 9, p. 3) Additional tracking information indicates that this same February 1 removal letter was mysteriously held at the Lynn Haven post office on February 16 at the customer's request. There was no explanation as to why a letter delivered on February 3 ended up being held at the post office at the customer's request on February 16. [15] Nevertheless, since Griffin's mother did not testify to explain her actions or the holds, I find that the removal notice was delivered to the Arbor Trace address on February 3 and there is no reasonable explanation as to why the letter was not opened and its contents communicated to Griffin.

Evidence shows that on February 4, 2021 at 7:56 p.m. (CST), Griffin emailed medical documentation to Jackson at Jackson's official postal email address, which Jackson reluctantly admitted to receiving. It stated that as of January 2021, Griffin continued to be unable to work but that she "tentatively may return to work on May 6, 2021." (GC Exh. 17) On March 11, 2021, Griffin sent Jackson an email, which Jackson admitted to receiving titled "Lawren Griffin Documentation." Jackson forwarded this email to Lucas, stating that "I cant open it? Don't think it really matters at this point?" This particular medical stated that as of March 11, 2021, Griffin still "tentatively may return to work on May 6, 2021." (GC Exhs. 17–18) On March 12, 2021, Lucas replied, "[s]ince we cant open it, delete it. Move forward. If you get anything from her or her mother, please let me know." (GC Exh. 40)

C. Griffin's 2020 Medical Documentation Dispute

1. Griffin's residence in Indiana

In July 2019, Griffin moved to Gary, Illinois with family on a temporary basis but

[15] Respondent's Counsel opened the "View Delivery Signature and Address" box at the hearing as indicated in the testimony; that information is set forth at R. Exh. 16 and GC Exh. 42. In this tracking record which was printed out on a later date than the one at GC Exh. 42, it adds that on February 16, the February 1 removal letter was "REJECTED." (R. Exh. 9, p. 3 versus GC Exh. 42) Jackson speculated that, "the only thing I can think of is that the mail was put on hold, and maybe, whoever was there put the mail back into the mailbox, and the mail was put on hold, and the mail was received from the mailbox. That's the only thing I can think of. I honestly do not have an answer." (Tr. 336–337, 339–340)

shortly thereafter, decided to remain in Indiana. While there, she began seeking medical treatment in Orland Park, Illinois from a therapist and psychiatrist for mental health issues, and began to officially reside in Indiana when she sought that treatment in about August 2019. By the time of Griffin's September 30, 2020 arbitration award, I find that she considered her Indiana residency to be long-term if not permanent.[16] However, she never filed a change of address form with the Postal Service until after her termination in 2021 and admitted that she had no reason for not doing so.[17] Instead, she relied on her parents to either forward mail to her, read it to her by telephone or bring it to her when they visited. According to Griffin, she specifically asked her parents to apprise her of any "important" mail that she might receive such as that from Respondent Postal Service. (Tr. 108–109, 162–164, 214)

Griffin did not believe that the mail holds placed by her mother during the Thanksgiving, Christmas and New Year of 2020-2021, which included her mail, interfered with her receiving important mail in a timely manner. (Tr. 127, 211) Whether intended or not, Griffin shifted responsibility for her personal mail, including that which she considered important, to her parents. Thus, she did not receive the November 24 and December 17, 2020 absence from duty, return to work, fact finding interview notices.

2. Griffin's submission of medical documentation in 2020-2021

Griffin acknowledged that there was no way to attach medical documentation through Respondent's call-out system which she utilized on October 2 to request leave from October 3 through November 28, 2020. (Tr. 212–213; GC Exh. 34)[18] On about October 10, 2020,

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[16] Griffin testified that in July 2019, she considered her time in Indiana as "just a visitation." She claimed that "I didn't reside in Indiana. I didn't start residing in Indiana until I started back seeing my therapist as well as my psychiatrist." When asked when that was, she responded, "[i]n August of 2019." (Tr. 162–164, 166–167, 171, 174) When asked where she considered her permanent address to be, prior to an overruled objection by Respondent's Counsel, Griffin responded, "In Indi - - ." (Tr. 215) When asked again, she responded, "[f]rom a certain timeframe I was at 16 Locust Street. And then I changed my address to - - I think it's 5441 Adams in Gary, Indiana," with a relative. She admitted that she signed a lease for the place on Locust Street but did not recall the time frame. (Tr. 217–218) In her disability retirement application applications with OPM and SSA, filed in October 2022, Griffin provided both Hammond, Indiana and Lynn Haven, Florida addresses on different forms and listed a Hammond, Indiana credit union as the depository for potential disability retirement annuity payments. (R. Exh. 12, pp. 1–7 of 59; pp. 16–18 of 59; p. 11 of 59; p. 58 of 59; Tr. 198–199, 166–167) She also attempted to work at Apple as a customer service representative in Indiana for a brief period in 2020 until her condition prevented her from doing so. (R. Exh. 12, p. 1 and pp. 17–18 of 59) Due to Griffin's conflicting testimony along with the time that she has consistently lived in Indiana, albeit at various addresses, I discredit testimony that her residence has been temporary.

[17] Respondent's employee relations manual (ELM) 665.5 requires employees to keep their installation heads informed of their current mailing addresses. It states that "[a]ny change in mailing addresses must be reported to the installation head on PS Form 1216, *Employee's Current Mailing Address*," through Respondent's "Blue Page, or through USPS approved methods including "*PostalEase.*" There is no evidence that Griffin lacked access to either of these methods. (R. Exh. 2, p. 4 of 4).

[18] I find no evidence to support Respondent's argument that Griffin must have known, without

Griffin received a call from her mother notifying her of the substance of Jackson's absence from duty and return to work letter dated October 8, 2020 (discussed above). Thereafter, on October 14, 2020, Griffin sent Jackson an email stating that she was attaching medical documentation. (Tr. 111–115, 118–121) However, Jackson denied seeing or receiving this email and a series of similar emails with attached medical documentation that Griffin allegedly sent to Jackson throughout the remainder of 2020.[19] (Tr. 43–45) The series of emails purport to have been sent to Jackson and Luis Olmeda in 2020 with attached medical documentation. The first email dated October 14, 2020 stated that:

> I am forwarding my documentation from Smith & Associates. I received your letter after my appointment on 10/10/20 at 11:00 a.m. with Premier Psychiatry. I was seen by the nurse practitioner. I usually see Dr. Nitin Thapar. He's the one that did my reasonable accommodation assessment. My next appointment is usually within 30 days (i.e. November 10, 2020, give or take a few days). I am working on scheduling an appointment, therefore, I will have Dr. Thapar give a projected return to work date. I have included case notes from Premier Psychiatry as proof, and Mr. Olmeda can also confirm that Dr. Thapar signed the reasonable accommodation assessment.
>
> I have also attached the FOIA request that I faxed you on Sunday, 09/20/2020. You probably received it on Monday, 09/21/2020. As I have made you aware, a response to my request must be within 30 days. October 30, 2020 marks the 30th day since received my request. I have also included proof that the fax was successfully sent. I will be forwarding a copy of this to my attorney, thanks.

(GC Exhs. 11, p. 1 of 12; 20, p. 1 of 4)[20] The General Counsel submitted medical documentation dated about the same time which according to Griffin had been attached to her email. The first medical note, also dated October 14 and signed by Blythe H. Smith, MA, LCPC, licensed clinical professional counselor, of Smith and Associates, Overland Park, Illinois, advised that Griffin had been under her care since August 1, 2019 and last seen on October 14, 2020. Griffin continued to receive treatment and be incapacitated from performing her work duties as of the last visit on September 16, 2020. (GC Exh. 11, p. 2 of 12) Another medical note, dated October 10, 2020, from Lisamarie Ruffolo, MSN, APN,

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notice, that she was expected to return to work on October 3, 2020. Instead, I credit Griffin's testimony that once she received the arbitration decision, she assumed that she would get a call to return to work as she had in the past. When she did not, she utilized Respondent's automated system to call off work between October 2 through the end of November 2020. (Tr. 209–212)

[19] The General Counsel submitted screen shots from Griffin's cell phone of the emails sent to Jackson which indicated with the paper clip symbol that they each contained attachments- to Jackson's confirmed work email address at Samantha.s.jackson@usps.gov. (GC Exhs. 17; 20, p. 4 of 4; Tr. 137)

[20] Some medications and other medical information were redacted from the reports, as well as the FOIA request documents (GC Exh. 11).

FNP-C of Premier Psychiatry, Psychiatric & Behavioral Health Services in Orland Park, Illinois read that Griffin had been seen for a follow-up appointment on October 10 and stated that "[t]he ongoing communication from your facility is said to be interfering with Lawren's anxiety, causing undue stress and making it difficult to stabilize." (GC Exh. 11, p. 3 of 12) A progress note by Dr. Thapar, D.O., Psychiatry, of Premier Psychiatry, documented Griffin's July 9, 2020 telehealth visit including her symptoms and diagnoses. He did not include an opinion about Griffin's ability to work but referenced that she "sees outside psychotherapist." Griffin saw him about once a month unless an interim visit was necessary. (GC Exh. 11, pp. 4–6 of 12)[21]

Another email from Griffin to Jackson dated November 11, 2020 referenced attached follow-up medical documentation which included Griffin's first noted estimated return to work date of February 6, 2021. Dr. Thapar noted in relevant part that Griffin "[c]ontinues to deal with work issues – discussed these at length. Describes fear of being wrongfully terminated." (GC Exhs. 12; 20 p. 2 of 4) The General Counsel provided another email from Griffin to Jackson dated December 23, 2020 with "December 2020 Documentation" from Griffin's therapist, Blythe Smith, dated December 22, 2020; it confirmed that Griffin remained incapacitated and provided the same estimated return to work date. (GC Exhs. 13, pp. 1–2 of 2; 20, p. 3 of 4) As previously stated, the next email from Griffin to Jackson, dated February 4, 2021, included Smith's report revising the tentative return to work date to May 6, 2021. The last of Griffin's emails with medical sent to Jackson on March 11, 2021, maintained Griffin's estimated May 6, 2021 return to work date. (GC Exhs. 18; 20, p. 4 of 4; Tr. 139) Over objection from Respondent, I find that Griffin sent these emails to Jackson indicating attached medical documentation with the paperclip sign next to them. (Tr. 160–162) I will address later whether or not Jackson actually received the emails and medical information described above.[22]

Griffin testified that she did not receive any communications from Respondent between the October 10, 2020 "where are you" letter and the Form 50 notice of personnel action, which her mother signed for and read to her. (Tr. 135–136) [23] (Tr. 168–170) She continued to send Jackson her medical documentation in February and March 2021 because "the removal letter stated that the effective removal date would be March, and I figure it was still February, so I turned in my documentation just to cover myself." She sent the March medical documentation because, "I didn't know if anything may have changed, so I just wanted to send my documentation in. I figured that was the right thing to do to keep my - - boss informed on what was going on with me." (Tr. 138, 140) Griffin claimed, "I assumed

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[22] Respondent's counsel showed Griffin a document dated January 23, 2020 that she had submitted to the General Counsel from Ms. Blythe which did not include a return-to-work date. There was no evidence that Griffin attempted to send this note to Jackson. (Tr. 189)

[23] As previously noted, Griffin subsequently testified that she had been mistaken and had not received the actual removal notice but the notification of personnel action regarding the removal sent out in April 2021. In her July 29, 2021 affidavit statement, she stated that she received a notice of removal on April 9, 2021. (See Tr. 135–136; 144–145, 168–170; GC Exh. 19)

that since that's what I did before the arbitration that that was sufficient enough for her [Jackson] to know what was going on with me." (Tr. 181)[24]

3. Respondent denies receiving medical documentation from Griffin

Respondent presented testimony and documentation showing that Jackson never received Griffin's emails and/or attached medical documentation except for emails dated February 4 and March 11, 2021- after issuance of Griffin's removal letter. (GC Exhs. 17–18) Griffin's cell phone screen shots show that she sent her emails including those with attachments to Jackson's confirmed work email address at Samantha.s.jackson@usps.gov. (GC Exh. 20, p. 4 of 4) Jackson initially denied having received the March 11 email but later admitted that she possibly received it when confronted with her email to Lucas informing that she could not open it. (Tr. 36, 38–40) As stated, in response Lucas directed that, "[s]ince we can't open it, delete it. Move forward. If you get anything from her or her mother, please let me know." (GC Exh. 40) Respondent simply ignored the February 4 email with medical documentation, presumably because they had already issued Griffin's removal notice. Luis Olmeda, Jr., Respondent's senior labor relations specialist for its Florida 1 district, testified that he searched his email from Griffin's email address, lawrengriffin91@yahoo.com, from October 2020 through March 31, 2021, but found no emails from Griffin.

Clarence Benjamin, Respondent's program manager of information and security, was responsible for searching for electronically stored information requested by Respondent's General Counsel or FOIA department. His department is a part of Respondent's cybersecurity operations center (CSOC). He explained the process of how email passes in and out of Respondent's servers and testified that after various searches, including quality control reviews, the only evidence of emails coming into Respondent's entire system from Griffin were those captured on February 4 and March 11 emails discussed above.[25] An e-discovery analyst uses the software to pull the requested information and then a staff quality assurance specialist checks the search terms and results and makes sure appropriate procedures are followed. Benjamin admitted that he does not personally get involved with the searches but

[24] It is noted that Respondent/Jackson apparently reported no issues with receiving Griffin's pre-arbitration medical documentation via email to Jackson's official postal address and further that Respondent was well aware of Griffin's attempts to apply for disability retirement benefits in October 2020 and claim that she had been disabled from working since April or August of 2020. (See R. Exh. 12) It is noted once more that Jackson made no attempts to reach out to Griffin through email or text messages or telephone calls after receiving the arbitration award as she had done previously. In her supervisor's statement, provided in connection with Griffin's October 2020 disability claim, Jackson indicated that she had reached out to Griffin to discuss reasonable accommodation. However, there is no evidence or admission in this case that she did so in 2020.

[25] The CSOC archiving process involves Respondent's email going to the vendor where the vendor keeps it on servers in two locations, one in Las Vegas and the other in San Antonio. The vendor provides Respondent with an application to do searches where one enters "metadata," such as the to, from, subject-- many ways to do searches. (Tr. 246–248) Benjamin testified that if his team cannot find a particular email they are searching for, they have multiple people run it again and then, if necessary, have the vendor run the same request.

supervises/oversees the process.[26] For example Benjamin testified that in this case, analyst Kevin Nguyen conducted the first search, audit 1-01-1-1. Another analyst, Kelseau Powe, conducted the follow-up quality review search. Respondent's counsel, Mr. Hardy, the requester of the search set the search terms. (Tr. 248–259) The first run included Griffin's personal email address at yahoo.com and all email addresses Respondent had for her across the entire USPS server between October 1, 2020 and March 11, 2021. (Tr. 259–265) The second audit searched for emails coming to Jackson's usps.gov email address and including "Lawren and documentation" or "Lawren and Griffin" or "Griffin documentation" or just "Lawren." Additional searches including search terms for emails from Griffin to Olmeda at his USPS email address resulted in zero results.[27] (Tr. 265–273; 277–279; 280–283)

The General Counsel questioned whether a USPS email account holder could block emails from a particular address resulting in the email either not going into the server or not showing up in a search. Benjamin testified that emails blocked by a USPS account holder should still come through the server even though it would not make it to the recipient. He admitted that it was "beyond [his] knowledge" as to what point the server actually records or stores the email sent by someone outside to an usps.gov address.[28] (Tr. 237, 287–290) Although Respondent denies having blocked any of Griffin's incoming emails, Lucas did not hesitate to have Jackson delete Griffin's March 11, 2021 email and medical documentation without trying to have its technical experts open it. He also instructed employees to hold any of the mail refused by Griffin's mother's without scanning it into the system and maintain a record of what mail she was returning. Respondent further ignored Griffin's February 4, 2021 email and medical documentation. It is incredible that Respondent managed to only receive Griffin's information only after it removed her from service. Therefore, I credit evidence that Griffin sent Jackson the aforementioned emails in October 2020 through March 2021. As discussed below, I further credit this evidence over Respondent's evidence that it never received these emails from Griffin.

[26] I overruled the General Counsel's objection to the audit search results since Benjamin, as manager, oversaw the process and reviewed the documents in question. In doing so, I gave the General Counsel an opportunity to subpoena analysts Nguyen and Powe who conducted the searches and/or an expert of their own choosing. (Tr. 256, 258–259)

[27] Respondent's search results included numerous other emails that did not include emails from Griffin to the USPS. Instead, they contained emails sent from or passed through the USPS server from individuals' private email accounts to Griffin and most likely copied to their USPS email addresses. (See audit results at R. Exhs. 9(a)–1(d))

[28] Counsel for the General Counsel asked Benjamin if it was possible that an email (such as those sent by Griffin) may not have made it to the server at all if it was blocked, and never received by the recipient (such as Jackson). Benjamin testified that he did not know when such email would hit the server (to be stored) but was certain that it would have made it there. Ultimately, Benjamin testified that he only knew what his network and vendor people tell him, and that, "I have no first-hand knowledge of – of emails being blocked. I don't have that kind of knowledge." (Tr. 291–292)

D. Credibility Determination Summary[29]

Credibility findings need not be all-or-nothing propositions and, indeed, it is common in judicial proceedings to believe some, but not all, of a witness's testimony. *Daikichi Sushi*, 335 NLRB 622 (2001). This is the case here for both Griffin and Jackson. Based on the evidence discussed above, I find that Respondent went out of its way to build a case to remove Jackson a second time in 2020-2021 and that Jackson failed to tell the truth about Respondent's apparent motive in that regard. Jackson's memory lapses and or evasiveness about her past communications with Griffin as well as more recent text messages with Lucas and other management officials within the Postal Service diminish her credibility. The scheme to discharge Griffin began immediately after Griffin's September 2020 arbitration award.

Jackson put Griffin back on the schedule without notifying her that she was expected to return to work on October 3, 2023, only three days post-issuance of the arbitration award. She did not contact Griffin by text message as she had done in the past and fabricated her initial testimony that she had notified her and that she did not know or recall if she had contacted Griffin by text in the past. Instead, Jackson moved forward with sending absence from duty, return to work and investigative interview notices to Griffin's address of record. For a postmaster, she also exhibited an extraordinary lack of knowledge about certain postal procedures, regulations and practices, and provided conflicting testimony about pandemic policies regarding delivery of certified mail. Much to their chagrin, Respondent's efforts to bring Jackson in for an investigative interview were delayed due to Griffin's mother placing the Lynn Haven mail on hold on one or two occasions between November 24 and January 5. It is reasonable for individuals to place their mail on hold when they go on vacation, especially during the holidays, and it is not unusual to maintain a stable mailing address if you are moving from place to place even within another state.

Regarding the December 17, 2020 notice, Respondent went to great lengths, dodging and going against postal policy and procedure, to have it delivered on January 5, 2021 since Griffin's parents placed or continued the hold on their mail. Lucas had Grigsby do so, after an unexplained, invalid delivery on the same day, by just leaving the letter at the Lynn Haven

[29] Citations to the record are included to aid review and are not necessarily exclusive or exhaustive. Indeed, although I have included citations to the record to highlight particular testimony or exhibits, my findings and conclusions are not based solely on those specific record citations, but rather upon my review and consideration of the entire record for this case. My findings of fact encompass the credible testimony, evidence presented, and logical inferences. The credibility analysis may rely upon a variety of factors, including, but not limited to, the context of the witness testimony, the weight of the respective evidence, established or admitted facts, inherent probabilities, and reasonable inferences that may be drawn from the record as a whole. *Double D Construction Group*, 339 NLRB 303, 303–305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001) (citing *Shen Lincoln-Mercury-Mitsubishi, Inc*., 321 NLRB 586, 589 (1996)), enfd. 56 Fed. Appx. 516 (D.C. Cir. 2003). Credibility findings regarding any witness are not likely to be an all or-nothing determination and I may believe that a witness testified credibly regarding one fact but not on another. *Daikichi Sushi*, 335 NLRB at 622.

residence when no one was at home to receive it. Jackson admitted that a customer has a right to refuse or return mail that did not contain a signature of a resident. On the other hand, Griffin would have known, when she gave her mother permission to return the notice that it came from Respondent. There is no evidence of course from Respondent that Griffin's mother had opened the mail or knew that a fact-finding investigation had been scheduled for January 7, 2021.

There is no direct evidence that Jackson blocked Griffin's emails. But interestingly, Jackson received Griffin's emails February and March 2021, and made a point of notifying Lucas that she was unable to open the March 2021 email. Lucas instructed Jackson to forget about it and forward any future emails to him. However, the February 4 email with attached medical documentation did reach Jackson's work email according to Benjamin but was ignored. Jackson's willingness to participate in this plan to terminate Griffin, including making sure that she described Griffin's absences as "AWOL" versus failure to be regular in attendance or "LWOP" and having a postmaster invalidly deliver mail and unlawfully fail to scan returned mail raises a serious question of credibility and deceit. Not only does it reflect how far she departed from the truth when testifying, but how far she and her colleagues went, by any means necessary, to make a case for Griffin's second termination. I believe the evidence shows that more likely than not, they exceeded the bounds of policy and truthfulness to the extent of covering up receipt of Griffin's pre-2021 termination emails with documentation.

III. Discussion And Analysis

A. Legal Standard

To determine whether a termination is unlawful in a case where it appears that unlawful considerations were a motivating factor for the adverse action but where the record also supports the potential existence of one or more legitimate justifications, the Board applies the mixed motive analysis set forth in *Wright Line*, 251 NLRB 1083, 1088–1089 (1980), enfd. on other grounds 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982). Under *Wright Line*, the General Counsel must first demonstrate, by a preponderance of the evidence, that Griffin's protected activity was a motivating factor in her removal. The General Counsel satisfies this initial burden by showing: (1) Griffin's protected activity; (2) Respondent's knowledge of such activity; and (3) animus. Regarding the latter, the Board clarified animus, holding that, in order to prove animus sufficient to carry the General Counsel's initial burden, the General Counsel must establish a causal connection "between the employee's protected activity and the employer's adverse action against the employee." See *Tschiggfrie Properties, Ltd.*, 368 NLRB No. 120 at 1 (2019). Thus, in order to demonstrate that Griffin's termination was motivated by her protected concerted activity, the General Counsel must establish a link or nexus between her protected activity and her removal. (Id.)

Once the General Counsel meets his initial burden under *Wright Line*, the burden of persuasion shifts to Respondent to prove that it would have terminated Griffin even without her protected activity. See, e.g., *Mesker Door*, 357 NLRB 591, 592 (2011); *Wright Line*, 251

NLRB at 1089. To do this, Respondent cannot simply present a legitimate reason for its adverse action; rather, it must demonstrate by a preponderance of the evidence that it would have taken the same action in the absence of the protected conduct. *Bruce Packing Co.*, 357 NLRB 1084, 1086–1087 (2011), enfd. in relevant part, 795 F.3d 18 (D.C. Cir. 2015); see also *W. F. Bolin Co.*, 311 NLRB 1118, 1119 (1993), petition for review denied 70 F.3d 863 (6th Cir. 1995), enfd. mem. 99 F.3d 1139 (6th Cir. 1996). *Metropolitan Transportation Services*, 351 NLRB 657, 659 (2007). However, if Respondent's proffered reasons are pretextual (i.e., either false or not actually relied on), Respondent fails to show that it would have taken the same action regardless of the protected conduct. On the other hand, further analysis is required if the defense is one of "dual motivation," that is, Respondent defends that, even if an invalid reason might have played some part in its motivation, Respondent would have taken the same action against Heidenreich for permissible reasons. See *Palace Sports & Entertainment, Inc. v. NLRB*, 411 F.3d 212, 223 (D.C. Cir. 2005).

Discriminatory animus may be established with direct evidence or circumstantial evidence which is sufficient to prove unlawful motive. *Embassy Vacation Resorts*, 340 NLRB 846, 848 (2003). Such evidence may include (1) the timing of the employer's adverse action following knowledge of protected activity; (2) the presence of other unfair labor practices; (3) statements and actions showing animus; (4) the disparate treatment of the discriminatee; (5) departure from past practice surrounding the adverse action; and (6) evidence that the employer's proffered reasons for taking the adverse action constitutes pretext. *See Braun Electric Company*, 324 NLRB 1 (1997); *Stoody Company*, 312 NLRB 1175, 1181–82 (1993).

"[W]here an employer's purported reasons for taking an adverse action against an employee amount to a pretext--that is to say, they are false or not actually relied upon--the employer necessarily cannot meet its Wright Line rebuttal burden." *CSC Holdings, LLC*, 368 NLRB No. 106, slip op. at 3 (2019). On the other hand, further analysis is required if the defense is one of "dual motivation," i.e., the employer avers that, even if an invalid reason played 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). The employer cannot meet its burden, however, merely by showing that it had a legitimate reason for its action; rather, it must show that it would have taken the same action in the absence of the protected conduct. Bruce Packing 8 JD–46–23

The Respondent did not establish as an affirmative defense that it would have discharged Griffin regardless of her protected activity. Such a defense is not available to an employer when the evidence indicates that its stated reason for discharging an employee is mere pretext for a discriminatory motive. Rather, the Respondent must establish that it actually had an honest nondiscriminatory motive which contributed to the termination. *Parkview Lounge, LLC*, 366 NLRB No. 71 (2018); *K-Air Corp*., 360 NLRB 143, 144 (2014). Here, as discussed at length above, the record contains significant evidence that the Respondent's stated reason was not the actual reason for Heaton's discharge but instead a mere pretext to justify an unlawful discharge on the basis of her protected activity. Thus, the Respondent cannot establish a Wright Line defense.

B. Discussion

1. The General Counsel met its burdens of establishing a prima facie case.

There is no dispute that Griffin engaged in protected activity when she filed a grievance and sought arbitration on her initial removal. Further, the evidence is clear that almost immediately following Griffin's favorable arbitration award reversing the removal, Respondent through its managers sought to "build a case" for a second termination for "[Griffin] still not showing up for work." (GC Exh. 47) They began with Jackson putting Griffin back on the schedule within three days of the arbitration award without providing her any notice, not even a telephone call or email as done in the past, until about a week after and then not telling the truth about giving notice. Therefore, Respondent was not only aware of but was also involved in the protected activity. (GC Exh. 47)

Respondent's efforts discussed above certainly support its animus towards Griffin immediately after the arbitration award in her favor. First, animus is evidenced by the timing of Respondent's actions. Jackson and Lucas, frustrated with the arbitrator putting Griffin back to work and with Griffin on October 2, 2020 requesting hours off work through November, immediately scheduled Griffin to start back to work on October 3 without notice. Lucas and Jackson conspired to terminate Grigsby instead of making any genuine attempts to return her to work by sending, immediately, punitive, threatening return-to-work and investigative interview letters. Kulik, Jackson's supervisor, in an email dated October 28, 2020 followed by the response from Respondent's agent, Patrick Admirand, asked about the steps they were "currently" taking to "build a case." (GC Exh. 47) They sent the November 2020 notice which was not delivered for days until the Thanksgiving holiday. Then, they had postmaster Grigsby deliver the December 17 notice to Griffin's Lynn Haven address without getting a signature from someone at the home or leaving a notice; instead, Grigsby signed his own name. This was after an invalid delivery had been noted on tracking documents the same day. Respondent offered an implausible explanation about Covid 19 requirements when another carrier accurately provided the recipient of the October 8, 2020 notice with initials showing that it had been properly delivered. Indeed, Griffin's family received and communicated the contents of this letter to Griffin within two days. Jackson for no reasonable explanation never attempted to text message or call Griffin in 2020 as she did in 2019. It would have been more reasonable for Jackson, as supervisor and facility head, to have attempted to do so since she claimed, albeit disingenuously, the main objection had been to get Griffin back to work. This is especially so since Griffin sent the electronic call-out message.

It is understandable that Jackson may have been overworked without Griffin but there was no reason offered as to why Respondent never provided Jackson with additional coverage during Griffin's absence. Further, Respondent's failure to personally reach out to Griffin undermines this justification and instead illuminates its palpable animosity towards Griffin.

It is also telling that right after having Grigsby bend rules to deliver the December 17

notice and right before making the request to terminate Griffin, Lucas, on January 6, 2021, made his first inquiry as to whether Griffin had sent any documentation. (GC Exh. 35, p. 1) Then, when Jackson told him in March that she had received an email from Griffin which she could not open, Lucas instructed her to delete it without trying to seek assistance to open it. This March 11, 2021 email from Griffin contained medical documentation as did the earlier February email and medical documentation from Griffin which Respondent admittedly received but also ignored. (GC Exh. 40; Tr. 39–40) Although these emails admittedly received by Jackson came in after the issuance of Griffin's removal notice, it is unbelievable that Jackson did not receive any of Griffin's other emails sent to her same official post office email address prior to the termination.

Next, evidence and credibility findings discussed herein show that Respondent's explanations for sending disciplinary notices and ultimately terminating Griffin are pretextual. Therefore, Jackson's greatly diminished credibility along with the apparent disdain for Griffin having been reinstated through protected arbitration, inextricably intertwined with attempts to get Griffin back to work, support a finding that the General Counsel has sufficiently demonstrated animus as a motivating factor in its decision to terminate Griffin.

2. The General Counsel has shown that Respondent's explanations for not accepting Griffin's medical documentation, ignoring postal procedures in scheduling the December 17, 2020 investigative interview and removing Griffin are pretextual

The General Counsel argues that Respondent's order for Griffin to appear for a fact-finding interview and threats of discipline measures if she did not comply were inconsistent with Respondent's established policies and requirements for employees to submit medical documentation pursuant to its ELM Sections 513.363 and 513.364 (GC Exhs. 46, p. 1) In Respondent's October 8, 2020 notice to Griffin, it advised that she was required to submit acceptable medical documentation to support absences from work pursuant to the ELM Section 513.363, "but not more frequently than once every 30 days, satisfactory evidence of continued incapacity for work unless your supervisor has knowledge of your continuing incapacity for work." (GC Exh. 10). Griffin not only received this notice through her mother within days, but began to send essentially monthly emails to Jackson's address- the same address which she had previously sent medical documentation.

Respondent's reasons for rushing to termination are further undermined by Jackson's incredible testimony that leave without pay (LWOP) is only available with use of FLMA leave and that she as postmaster-installation head had no authorization to approve use of LWOP. Indeed, Griffin may have been eligible for leave without pay despite the fact that she had exhausted her family medical leave as she was deemed so by Jackson on August 23, 2019. Then, Jackson explained the ELM regulation requiring medical documentation, told Griffin which medical documents had been deemed acceptable and stated that, "[y]our absence beginning August 13, 2019 through September 13, 2019 is considered documented and recorded as Leave Without Pay in Lieu of Sick Leave." In other words, Jackson authorized/approved LWOP for Griffin previously when Griffin had exhausted all of her

FMLA protection as early as July 26, 2019. (GC Exh. 3) In January 2020, Respondent ultimately removed Griffin for failure to maintain a regular work schedule as a short-term, part-time flexible sales services distribution associate and being continuously absent and in a non FMLA protected LWOP status. It was noted that she continued to be absent without indication as to when she would return to work. At that time, Respondent set up an investigative interview for December 3, 2019 which Griffin failed to attend. This letter cited the ELM section 665.4 requiring employees to be in regular attendance or face disciplinary action up to and including removal. (GC Exh. 8) As stated, the arbitrator reinstated Griffin finding that her removal had been punitive rather than corrective. (GC Exh. 9) In 2020 and 2021, Griffin did submit documentation providing estimated dates to return to work and she continued to communicate with Respondent.

It appears that Respondent intentionally ignored its own rules and unlawfully reacted to the arbitrator's findings that Respondent had taken punitive rather than corrective action against Griffin who had not abandoned her position and provided medical documentation. Most questionable is the fact that Respondent received Griffin's medical documentation in 2019 but claimed to only have received two of her documents only after it issued its 2021 removal letter. Griffin sent the two received emails using the same method she sent the others that Respondent attempted to show had not been received. In fact, after being unable to open Griffin's March 2021 email, Respondent opted to not even try to open it.

3. Respondent issued a notice of removal on February 1, 2021 and unlawfully discharged Griffin effective March 5, 2021 in violation of Sections 8(a)(3) and (a)(1) of the Act.

Next, has Respondent sufficiently met its burden of proving by a preponderance of evidence that it would have still taken the same adverse action against Griffin had there been no protected activity? Of course, had Griffin not engaged in protected activity, in other words, her grievance and arbitration, Respondent would not have needed to take further adverse action against her. The evidence may suggest that Respondent would have done so but the overwhelming, compounded evidence of pretext, falsity of statements and inconsistencies on Respondent's part outweighs its justification as to why it went to such great, irregular and unlawful lengths to terminate her. "[W]here an employer's purported reasons for taking an adverse action against an employee amount to a pretext--that is to say, they are false or not actually relied upon--the employer necessarily cannot meet its *Wright Line* rebuttal burden." *CSC Holdings, LLC*, 368 NLRB No. 106, slip op. at 3 (2019). Here, I find Respondent has not met its overall burden to overcome pretext and find that Respondent has violated the Act in regard to its adverse actions taken against Griffin.

I have considered all of the parties' arguments put before me, including those in their briefs, and in particular find no evidence to support any of Respondent's affirmative defenses and arguments including those not specifically addressed herein.

CONCLUSIONS OF LAW

1. Respondent, the United States Postal Service, provides postal service for the United States and operates various facilities throughout the United States. The Board has jurisdiction over Respondent and this matter by virtue of Section 1209 of the PRA.

2. By refusing to allow and accept Lawren Griffin's submissions of medical documentation and circumventing its own established policy and procedures by scheduling of the December 17, 2020 investigatory interview, Respondent violated Section 8(a)(3) and (1) of the Act.

3. By issuing Lawren Griffin a notice of removal on February 1, 2021 and discharging Lawren Griffin effective March 5, 2021, Respondent violated Section 8(a)(3) and (1) of the Act.

4. By the violations set forth above in numbers 3 and 4, Respondent has engaged in unfair labor practices affecting commerce within the meaning of Sections 8(a)(3) and (1) Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Having found that the United States Postal Service engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that Respondent discriminatorily discharged Lawren Griffin, USPS must offer her reinstatement to her position, if the position no longer exists, to a substantially equivalent position within one of Respondent's facilities, without prejudice to her seniority or any other rights or privileges she would have enjoyed absent the discrimination against her.

Respondent must also make Lawren Griffin whole for any loss of earnings and other benefits incurred as a result of their unlawful terminations. Backpay shall be computed in accordance with *F. W. Woolworth Co*., 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center,* 356 NLRB 6 (2010). In accordance with *King Soopers, Inc.*, 364 35 NLRB No. 93 (2016), enfd. in relevant part 859 F.3d 23 (D.C. Cir. 2017) Respondent shall also compensate Lawren Griffin for reasonable search-for-work and interim employment expenses, if any, regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons,* supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. Further, any loss

of earnings must be based on medical documentation showing the date that Griffin was able to return to work in her position or substantially equivalent position within one of Respondent's facilities. Respondent will also remove from Respondent's files any reference to any investigatory interview, notice of removal and discharge of Lawren Griffin which occurred in 2020 and 2021.

Additionally, Respondent shall compensate Lawren Griffin for the adverse tax consequences, if any, of receiving lump-sum backpay awards, in accordance with *Tortillas Don Chavas*, 361 NLRB 101 (2014), and file with the Regional Director for Region 15, within 45 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year for each affected employee in accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016). The Regional Director will then assume responsibility for transmission of the report to the Social Security Administration at the appropriate time and in the appropriate manner. In addition, pursuant to *Cascades Containerboard Packaging*, 370 NLRB No. 76 (2021), Respondent will file with the Regional Director for Region 15 a copy of each backpay recipient's corresponding W-2 form(s) reflecting the backpay award.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommendations:[30]

ORDER

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

1. Cease and desist from

(a) Refusing to allow submission of medical documentation and circumventing its own established policy and procedures for sick and medical leave requirements and by scheduling discriminatory investigatory interviews, notices of removal and discharges.

(b) Issuing discriminatory notices of removal and discharges because of an employee's union or other protected activities.

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

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

[30] 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 waived for all purposes.

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

(b) Make Lawren Griffin 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 this decision.

(c) Compensate Lawren Griffin for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 15, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar year.

(d) Within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, provide a copy of Lawren Griffin's corresponding W-2 forms reflecting the backpay award.

(e) Within 14 days from the date of this Order, remove from its files any references to the investigatory interview, notice or removal and discharge of Lawren Griffin and within three (3) days thereafter notify Lawren Griffin in writing that this has been done and that the investigatory interview, removal and discharge will not be used against her in any way

(f) 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 coy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(g) Post at its Wewahitchka, Florida facility copies of the attached notice marked "Appendix" within 14 days after service by the Region.[31] Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates

[31] 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."

with employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 3, 2021.

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

Dated at Washington, D.C. September 20, 2023

Donna N. Dawson
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

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

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union.
Choose representatives to bargain with us on your behalf.
Act together with other employees for your benefit and protection.
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to allow submission of medical documentation and circumvent our established policy and procedures for sick and medical leave requirements and by scheduling discriminatory investigatory interviews, notices of removal and discharges.

WE WILL NOT issue you a notice of removal or discharge you because of your union or other protected activities.

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

WE WILL offer Lawren Griffin immediate and full reinstatement into her former position, or if that position no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights and privileges previously enjoyed, including sick and/or medical leave.

WE WILL pay Lawren Griffin for the wages and other benefits lost because of the issuance of notice of removal and discharge.

WE WILL remove from out files all references to the investigatory interview, notice or removal and discharge of Lawren Griffin and notify her in writing that this has been done and that the investigatory interview, removal and discharge will not be used against her in any way.

UNITED STATES POSTAL SERVICE

(Employer)

Dated _____ By _____

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

600 South Maestri Place, 7th Floor, New Orleans, LA 70130-3408
(504) 589-6361, Hours: 8:00 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/15-ca-279353 by using the QR code below. NEW QR CODE 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 NOTIE OF COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (504) 321-9476.