

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF  
Causa of Oregon**

**Cases 19-CA-286137  
19-CA-286138**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous areas where notices to employees are customarily posted at the Employer’s offices located at 700 Marion Street NE, Salem, Oregon and 3645 SE 32<sup>nd</sup> Avenue, Portland, Oregon. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**E-MAILING NOTICE** - The Charged Party will email a copy of the signed Notice in English and Spanish to all employees who work at the Charged Party’s offices located at 700 Marion Street NE, Salem, Oregon and 3645 SE 32<sup>nd</sup> Avenue, Portland, Oregon. The message of the e-mail transmitted with the Notice will state: “We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 19 of the National Labor Relations Board in Cases 19-CA-286137 and 19-CA-286138.” Charged Party will e-file a copy of its distribution e-mail, with all of the recipients’ e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency’s e-filing portal at [www.nlr.gov](http://www.nlr.gov).

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original

Initials: \_\_\_\_\_

notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_      No \_\_\_\_\_  
                         Initials                                  Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days’ notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director’s approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>Causa of Oregon</b>	<b>Charging Party</b> <b>Communication Workers of America Local 7901</b>
By: _____ Date _____	By: _____ Date _____
Dan Rowan, Attorney for Causa of Oregon	A.J. Mendoza, President
Recommended By: _____ Date _____	Approved: Ronald K. Hooks, _____ Date _____ Regional Director, Region 19
Sarah Ingebritsen, Field Attorney	By: _____ Jessica Dietz, Officer in Charge

Initials: \_\_\_\_\_

(To be printed and posted on official Board notice form)

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative 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** interfere with, restrain, or coerce you in the exercise of the above rights.

Communication Workers of America Local 7901 (“Union”) is the exclusive collective-bargaining representative of our employees, excluding supervisors and managers, regarding wages, hours and working conditions.

**WE WILL NOT** make changes to your wages, hours and working conditions without first bargaining to overall good faith impasse with the Union during bargaining for an initial collective bargaining agreement.

**WE WILL NOT** make changes to your benefits, including mental health days, without first giving notice and opportunity to bargain to the Union.

**WE WILL**, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without first reaching an overall good faith impasse with the Union during bargaining for an initial collective bargaining agreement.

**WE WILL**, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without first giving notice and opportunity to bargain to the Union.

**WE WILL** pay you for the wages and other benefits you lost because of the changes to terms and conditions of employment that we made without first reaching an overall good faith impasse with the Union during bargaining for an initial collective bargaining agreement.

**WE WILL** pay you for the wages and other benefits you lost because of the changes to terms and conditions of employment that we made without first giving notice and opportunity to bargain to the Union.

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

**Causa of Oregon**

\_\_\_\_\_  
(Employer)

Initials: \_\_\_\_\_

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Jenny Pool Radway Executive Director

19-CA-286137, 19-CA-286138

---

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

1220 SW 3<sup>rd</sup> Avenue, Suite 605  
Portland, OR 97204

**Telephone:** (503) 326-3085  
**Hours of Operation:** 8 a.m. to 4:30 p.m.

---

**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 Centralized Compliance Unit at [complianceunit@nlrb.gov](mailto:complianceunit@nlrb.gov).

Initials: \_\_\_\_\_