UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN

MICHIGAN BELL TELEPHONE COMPANY, AND AT&T SERVICES, INC., JOINT EMPLOYERS

Respondents

and

LOCAL 4034, COMMUNICATIONS WORKERS OF AMERICA (CWA), AFL-CIO

Charging Party

Case 07-CA-161545
07-CA-165384
07-CA-166130
07-CA-170664
07-CA-176618
07-CA-177201
07-CA-182490
07-CA-184669

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 07-CA-161545, 07-165384, 07-CA-166130, 07-CA-170664, 07-CA-176618, 07-CA-177201, 07-CA-182490, and 07-CA-184669, which are based on charges filed by the Charging Party against Michigan Bell Telephone Company (Respondent Michigan Bell) and AT&T Services, Inc. (Respondent Services) (collectively Respondents) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondents have violated the Act as described below.

1. (a) The charge in Case 07-CA-161545 was filed by the Charging Party on October 6, 2015, and a copy was served on Respondents by U.S. mail on October 8, 2015.

(b) The first amended charge in Case 07-CA-161545 was filed by the Charging Party on November 13, 2015, and a copy was served on Respondents by U.S. mail on November 17, 2016.

(c) The second amended charge in Case 07-CA-161545 was filed by the Charging Party on January 22, 2016, and a copy was served on Respondents by U.S. mail on that same date.

(d) The third amended charge in Case 07-CA-161545 was filed by the Charging Party on February 29, 2016, and a copy was served on Respondents by U.S. mail on that same date.

(e) The charge in Case 07-CA-165384 was filed by the Charging Party on December 3, 2015, and a copy was served on Respondents by U.S. mail on that same date.

(f) The first amended charge Case 07-CA-165384 was filed by the Charging Party on December 21, 2015, and a copy was served on Respondents by U.S. mail on that same date.

(g) The charge in Case 07-CA-166130 was filed by the Charging Party on December 15, 2015, and a copy was served on Respondents by U.S. mail on December 16, 2015.

(h) The first amended charge in Case 07-CA-166130 was filed by the Charging Party on February 23, 2016, and a copy was served on Respondents by U.S. mail on February 24, 2016.

(i) The second amended charge in Case 07-CA-166130 was filed by the Charging Party on May 19, 2016, and a copy was served on Respondents by U.S. mail on May 20, 2016.

(j) The charge in Case 07-CA-170664 was filed by the Charging Party on February 29, 2016, and a copy was served on Respondents by U.S. mail on that same date.

(k) The first amended charge in Case 07-CA-170664 was filed by the Charging Party on March 14, 2016, and a copy was served on Respondents by U.S. mail on March 15, 2016.

(l) The second amended charge in Case 07-CA-170664 was filed by the Charging Party on May 25, 2016, and a copy was served on Respondents by U.S. mail on that same date.

(m) The charge in Case 07-CA-176618 was filed by the Charging Party on May 19, 2016, and a copy was served on Respondents by U.S. mail on May 23, 2016.

(n) The charge in Case 07-CA-177201 was filed by the Charging Party on May 26, 2016, and a copy was served on Respondents by U.S. mail on May 31, 2016.

(o) The charge in Case 07-CA-182490 was filed by the Charging Party on August 18, 2016, and a copy was served on Respondents by U.S. mail on August 22, 2016.

(p) The first amended charge in Case 07-CA-182490was filed by the Charging Party on September 8, 2016, and a copy was served on Respondents by U.S. mail on that same date.

(q) The second amended charge in Case 07-CA-182490 was filed by the Charging Party on October 11, 2016, and a copy was served on Respondents by U.S. mail on that same date.

(r) The third amended charge in Case 07-CA-182490 was filed by the Charging Party on November 30, 2016, and a copy was served on Respondents by U.S. mail on that same date.

(s) The fourth amended charge in Case 07-CA-182490 was filed by the Charging Party on December 28, 2016, and a copy was served on Respondents by U.S. mail on December 30, 2016.

(t) The charge in Case 07-CA-184669 was filed by the Charging Party on September 19, 2016, and a copy was served on Respondents by U.S. mail on September 21, 2016.

2. At all material times, Respondents Michigan Bell and Services have been corporations with an office and facility in Grand Rapids, Michigan (Grand Rapids facility), and have been engaged in providing retail and nonretail telecommunications services.

3. (a) At all material times, Respondent Michigan Bell and Respondent Services have been parties to a contract which provides that Respondent Services is the agent for Respondent Michigan Bell, in connection with the joint management of communication services.

(b) At all material times, Respondent Services has exercised control over the labor relations policy of Respondent Michigan Bell and administered a common labor policy with Respondent Michigan Bell for the employees of Respondent Michigan Bell.

(c) At all material times, Respondent Michigan Bell and Respondent Services have been joint employers of the employees of Respondent Michigan Bell.

4. (a) In conducting their operations during the calendar year ending December 31, 2016, Respondent Michigan Bell and Respondent Services each derived gross revenues in excess of $100,000.

(b) During the period of time described above in paragraph 4(a), Respondent Michigan Bell and Respondent Services each provided services from its Lansing facility valued in excess of $5,000 directly to points outside the State of Michigan.

(c) At all material times, Respondent Michigan Bell and Respondent Services have each been an employer engaged in in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, Communications Workers of America (CWA), AFL-CIO (International Union), and the Charging Party have each been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondents within the meaning of Section 2(11) of the Act and agents of Respondents within the meaning of Section 2(13) of the Act:

George Mrla	Director
Ted Brash	Area Manager
Mike Ten Harmsel	Area Manager
Steve Roden	Safety Manager
Don Stanley	Labor Relations Representative
Dean Miller	Manager
Jeff Osterberg	Manager
Andrew Sharp	Manager
Mark Zimmerman	Manager
Mike Wyatt	Duty Manager
Jody Vilk	Investigator, Asset Protection

These are the names of the AT&T managers in the TFS department who participated in the alleged discriminatory conduct towards the Union and Hooker. The primary representative in this endeavor was Ted Brash, following the direction of George Mrla. The rest were willing participants or supported Brash's and Mrla's actions.

(a) All employees whose job titles and locations are included in Appendix B of the collective bargaining agreement between Respondents and the International Union, which is effective for the period of April 15, 2015, through April 14, 2018, excluding confidential employees, guards, and supervisors as defined by the Act, (the Unit), constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

(b) Since about 1945, and at all material times, Respondents have recognized the International Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective- bargaining agreements, the most recent of which was effective from April 14, 2015, through April 14, 2018.

(c) At all material times since about 1945, based on Section 9(a) of the Act, the International Union has been the exclusive collective- bargaining representative of the Unit.

(d) At all material times, the Charging Party has been a servicing representative of the Unit for the International Union.

8. Since at least March 22, 2016, Respondents have maintained a corporate policy entitled “Reporting Privacy Related Incidents.”

9. On about June 9, 2016, Respondents, by its agent Ted Brash, coercively discouraged employees from engaging in union activities by informing them that a training facility would not be built because the Charging Party’s union activity.

The "Cable Academy" was an ad hoc technician training center under development in Grand Rapids. The TFS organization shut it down due to "too many grievances from the Local." (In manager Andrew Sharp's words.) The training facility was nearly finished and ready to open.

10. About the dates set forth opposite the discipline, Respondents issued to their employee Brian Hooker:

Discipline	Date
Written warning	March 3, 2016
Suspension	April 27, 2016
Final written warning/suspension	May 10, 2016
Final written warning/suspension	May 10, 2016
Written verbal warning	August 12, 2016
Suspension pending discharge	October 10, 2016
Discharge	October 13, 2016

These are the disciplinary steps Hooker received from AT&T during their attempt to curtail the local union's vigorous representation of its members. Most were for vague reasons such as "tech expectations" and "time management." After a thirteen-month investigation, all were deemed "pretextual"; in other words, designed to intimidate and control the local union - and Hooker.

Management wanted Hooker to provide to George Mrla a list of managers from other departments with whom Hooker met. The stated purpose of the "Special Time Sheet" was so that TFS could call those managers and tell them not to meet with Hooker. Hooker was the only union rep required by AT&T to fill out the " Special Time Sheet" in the entire Midwest, per management.

11. Since about December 1, 2015, Respondents have repeatedly required their employee Brian Hooker to:

(a) fill out a “Union Activity Log” or “Special Time Sheet.”

(b) perform work as a technician “on the workload.”

This was to keep Hooker from engaging in legal Union activities, such as grievances

12. Respondents engaged in the conduct described above in paragraphs 10 and 11 because the named employee of Respondents assisted and supported the Charging Party and engaged in concerted activities, and to discourage employees from engaging in these activities.

Hooker was to be made an example to "not cross" TFS management, even though it was legal to do so; i.e. grievances, etc.

13. The subjects set forth above in paragraph 11 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

14. Respondents engaged in the conduct described above in paragraph 11 without prior notice to the Charging Party and without affording the Charging Party an opportunity to bargain with Respondents with respect to this conduct and the effects of this conduct.

Paragraphs 13 and 14 describe that forcing a Union Steward off his Union time, or requiring him to fill out a " Special Timesheet," are things that must be negotiated; not imposed by angry managers.

15. (a) Since about August 24, 2015, the Charging Party requested in writing that Respondents furnish the Charging Party with the following for Dameon Simard for July 20, 2015 to August 24, 2015: (1) daily detail technician summary reports; (2) daily VTS reports; (3) daily DOT logs; and (4) daily timesheets.

(b) The information requested by the Charging Party, as described above in paragraph 15(a), is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

Paragraphs 15 through 19 describes attempts by the Local Union to get from the Company information that the Local Union needed in order to prosecute several grievances. Unions have the right to request and receive relevant information from the Employer which pertains to grievances or bargaining. Refusing to provide such information is one way that managers can frustrate the grievance process and unfairly hamper a Local Union. It harms the member's chances of a fair outcome in the grievance process.

(c) From about August 24, 2015, to December 15, 2015, Respondents unreasonably delayed in furnishing the Charging Party with the information it requested, as described in paragraph 15(a).

16. (a) Since about December 1, 2015, the Charging Party requested in writing that Respondents furnish the Charging Party with information about a supervisory "customer mistreat."

(b) The information requested by the Charging Party, as described above in paragraph 16(a), is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) From about December 1, 2015, to March 8, 2016, Respondents unreasonably delayed in furnishing the Charging Party with the information it requested, as described in paragraph 16(a).

17. (a) Since about December 23, 2015, the Charging Party requested in writing that Respondents furnish the Charging Party with:

(1) Work group schedules for the Network Infrastructure Business Services Market Business Unit (NIBS MBU) from January 1, 2010, to the present.

(2) Work group vacation-selection schedules, rosters, and canvassing-sheets for NIBS MBU from January 1, 2010, to the present.

(3) Starting and ending workloads for each day for NIBS MBU from January 1, 2010, to the present.

(4) Lists of dates when employees were loaned to or from the NIBS MBU in the Grand Rapids FAA in order to help with the workload from January 1, 2010 to the present.

(5) Lists of all employees who have received training, the name of the training, the date and duration of the training, and the type of training from the NIBS MBU in the Grand Rapids FAA from January 1, 2010 to the present.

(6) Lists from the January 1, 2010 to the present of all designated representatives of the Charging Party who have to fill out the "special time sheet" which Brian Hooker is required to fill out and their job titles, which MBU he or she works in, his or her title as a Union representative, his or her status as appointed or elected, copies of the special time sheets submitted, and all other time reports of Union activity that have been submitted to us.

(7) Respondents' policy which mandates the use of the "special timesheet" and the length of retention of the special timesheet.

(b) The information requested by the Charging Party, as described above in paragraph 17(a), is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about December 23, 2015, Respondents have failed and refused to furnish the Charging Party with the information it requested as described above in paragraph 17(a).

18. (a) Since about March 8, 2016, the Charging Party has requested verbally and on March 31, 2016, in writing that Respondents furnish the Charging Party with:

(1) a list of vehicles provided to or associated with by Respondents Caresian Campbell, Jim Smith and BA Hooker from January 1, 2009, through the current date.

(2) a list of all employees in the district and the qualifications of all employees in the district.

(b) The information requested by the Charging Party, as described above in paragraph 18(a), is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about March 8, 2016, Respondents, by their agent Ted Brash, have failed and refused to furnish the Charging Party with the information it requested as described above in paragraph 18(a).

19. (a) Since about May 26, 2016, the Charging Party has requested in writing that Respondents furnish the Charging Party with the following regarding Respondent's assignment of Brian Hooker's truck:

(1) list the specific tasks and business requirements contemplated by Respondents when it moved Jim Smith into the utility truck.

(2) a detailed listing of training and/or other requirements for "underground work" and "air work" as referenced by Respondents when explaining Caresian Campbell's move into his current vehicle.

(3) the date prior to the conversion of Caresian Campbell's bucket-truck in which any other bucket-truck was converted to a combination air-work and underground-work in a manner similar to Campbell's truck within the geographical scope of George Mrla's responsibility.

(4) the dates Caresian Campbell, Brian Hooker, and Jim Smith achieved qualifications listed on Respondents' call-out list.

(5) any and all information which describes how to assign qualifications to employees within the work-group.

(b) The information requested by the Charging Party, as described above in paragraph 19(a), is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about May 26, 2016, Respondents have failed and refused to furnish the Charging Party with the information it requested as described above in paragraph 19(a).

20. By the conduct described above in paragraphs 8 and 9, Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

21. By the conduct described above in paragraphs 10 through 12, Respondents have been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership inn a labor organization, in violation of Section 8(a)(1) and (3) of the Act.

22. By the conduct described above in paragraphs 11, 14, 15(c), 16(c), 17(c), 18(c), and 19(c), Respondents have been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

23. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, it is prayed that Respondents be ordered to:

1. Cease and desist from:

(a) engaging in the conduct described in paragraphs 8 and 9, or in any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

(b) engaging in the conduct described in paragraphs 10 through 12, or in any like or related manner discriminating in regard to the hire, or tenure or terms and conditions of employment of its employees so as to discourage their support for, membership in, assistance to, or activities on behalf of the Charging Party, or any other labor organization.

(c) engaging in the conduct described in paragraphs 11, 14, 15(c), 16(c), 17(c), 18(c), 19(c), or in any like or related manner failing or refusing to bargain collectively and in good faith with Charging Party as the exclusive collective-bargaining representative of the Unit.

2. Take the following affirmative action:

(a) Rescind the rules described in paragraph 8, and advise employees in writing of such rescission.

(b) Immediately reinstate Brian Hooker to his former positions of employment, or, if his position is no longer available, to a substantially equivalent position of employment, without prejudice to his seniority rights and privileges he previously enjoyed.

(c) Make whole Brian Hooker for the wages and other benefits he lost; pay him reasonable consequential damages he incurred as a result of Respondents' unlawful conduct; with interest in accordance with Board policy.

(d) Remove from their files and records all references to any discipline as described in paragraph 10. Notify employee Brian Hooker, in writing, that this has been done and that the discipline will not be used against him in the future in any way.

(e) Upon request from the Charging Party, the exclusive collective-bargaining representative of the Unit, rescind the requirements that Brian Hooker fill perform technician work.

(f) Furnish the Charging Party with the information described in Paragraphs 15(a), 16(a), 17(a), 18(a), and 19(a).

(g) Upon request, meet and bargain collectively in good faith with the Charging Party as the exclusive collective-bargaining representative of the Unit.

(h) Post appropriate notices.

The General Counsel further prays for such other relief as may be just and proper to remedy the unfair labor practices herein alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before February 14, 2017, or postmarked on or before February 13, 2017**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an

answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **May 9, 2017, at 10:00 a.m. at Gerald R. Ford Federal Building, 110 Michigan Street, N.W., Suite 299, Grand Rapids, Michigan,** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: January 31, 2017

Terry Morgan, Regional Director
National Labor Relations Board, Region Seven
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Attachments