UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

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CABLEVISION SYSTEMS NEW YORK CITY CORP.,

Employer

and

TIFFANY OLIVER,

Petitioner

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO,

Union

STATEMENT IN OPPOSITION TO EMPLOYER'S REQUEST FOR REVIEW
Case No. 29-RD-138839

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INTRODUCTION

The Communications Workers of America ("CWA" or "Union"), opposes the request for review filed by Cablevision Systems New York City Corp. ("Cablevision" or "Employer") in the above referenced matter. CWA writes in support of the Regional Director's dismissal of the decertification petition issued on November 12, 2014.

In his dismissal letter, Regional Director James Paulsen cites to violations of sections 8(a)(1), (3) and (5) of the National Labor Relations Act ("Act) alleged in Consolidated Complaint Nos. 29-CA-097013 et al. against CSC Holdings, LLC and Cablevision Systems New York City Corp.,

a single employer[1] and violations of sections 8(a)(1), (3) and (5) of the Act in Consolidated Case Nos. 29-CA-134419 et al. alleged against the same employer. CWA submits this statement in opposition to the Employer's request for review as, contrary to the assertions of the Employer, the decision of the Regional Director complies with current Board law. Accordingly, the Employer's request for review should be denied.

STATEMENT OF FACTS

The CWA won a representation election on January 26, 2012 among a unit of technical and other employees of the Employer in Brooklyn New York. The vote for the Union was overwhelming: 180 to 86.[2] The Union was certified as the collective bargaining representative on February 7, 2012.

Following certification of the Union, the parties engaged in a year of difficult and contentious collective bargaining that continues to the present.[3] On January 24, 2013, CWA filed an unfair labor practice charge alleging that the Employer had engaged in a pattern of bad faith surface bargaining.

On January 30th, 2013, the Brooklyn workers met in the cafeteria of the Employer's 96th Street facility at 8:00 in the morning. They were dressed in their uniforms and prepared to go to work. Their goal, decided the night before, was to exercise their right under the Employer's Open Door Policy and ask to speak with the Cablevision vice president resident at 96th Street, or any other manager, something they had done many times before. They planned to speak to a manager for five minutes and deliver a message that they were frustrated with the slow pace of bargaining and stood by their

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[1] At the time of the dismissal letter, a decision in case nos. 29-CA-097013 et al. was pending before Administrative Law Judge Stephen Fish. Judge Fish's decision has since been issued; the relevant provisions are discussed below.

[2] See tally sheet for the election annexed hereto as Exhibit 1.

[3] In addition to the bad faith bargaining charge filed by the Union on January 24, 2013, the Union filed a bad faith bargaining charge regarding wages in case number 29-CA-135822. That matter is currently under review by the Division of Advice (letter advising parties of the submission to Advice annexed hereto as Exhibit 2).

union. After making this short presentation, they planned to go out on their assigned routes.

Rather than meet with the workers, various managers went in and out of the cafeteria, but would not speak to the assembled employees. As time passed, some employees began to drift away. After approximately one hour, the remaining workers realized that no one would meet with them and started to leave to go to work. Before they exited the facility, the vice president advised the 23 remaining workers that he would now meet with them and ushered them into his conference room and left. After waiting 20 to 30 minutes, they again realized that no one would meet with them and started to leave. As they were leaving the conference room, the vice president came back into the room and told them that they all had been permanently replaced.[4] The following day, the Union filed an unfair labor practice charge alleging that the Employer had unlawfully discharged 22 employees.[5]

On the same morning that the Employer discharged 22 workers, it also issued a memo given to all employees advising them that the certification year was almost up and suggesting that if they wished to file a decertification petition, they should contact the Region to find out how to do so. On February 15, 2013, a decertification petition was filed as per the Employer's suggestion in case no. 29-RD-098466, ("first decertification petition").[6] The Regional Director dismissed this petition on April 30, 2013.

In dismissing the first decertification petition, the Regional Director stated that charges had been filed by the Union alleging "among other things, that the Employer violated Section 8(a)(5) of the Act by engaging in a pattern of surface bargaining with no intention of reaching agreement with

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[4] These facts are laid out in much greater detail in the decision of Judge Fish in Case Nos. 02-CA-085 811 et al.

[5] Only 22 employees were discharged as the 23rd employer was on his day off and thus the Employer could not claim that he was on strike.

[6] Actually, the first decertification petition was originally filed on February 7, 2013 as the Employer's memo suggested. February 7, 2013 was one day early, however, and the petition was withdrawn and re-filed on February 15, 2012.

the Union, and that the Employer violated Section 8(a)(3) of the Act by discharging 22 employees for engaging in protected, concerted activities." Further, the Regional Director advised that the Region's investigation revealed probative evidence that the delay in bargaining and the firing of the 22 workers were a cause of employee disaffection with the Union. (Annexed hereto as Exhibit 3.) No request for review was filed regarding the dismissal of the first decertification petition.

On April 29, 2013, the Regional Director issued an Order Consolidating Cases, Consolidated Complaint And Notice Of Hearing. ("First Consolidated Complaint" annexed hereto as Exhibit 4.) This Complaint alleged violations of the Act committed by the Employer in the Bronx and Brooklyn including the violations alleged in the Regional Director's letter dismissing the first decertification petition. A trial of the First Consolidated Complaint began in September 2013 and continued periodically for a total of four and one half weeks through the end of December 2013.

Bargaining continued with little progress during 2014. Beginning in the summer of 2014, Cablevision began a new campaign to oust the Union. First, Cablevision brought a new management team to Brooklyn headed by the same manager who had successfully defeated unionization in the Bronx. Rumors began to circulate that the new management team would get rid of the Union in 90 days. High-level managers held meetings with groups of Brooklyn Cablevision employees; the managers solicited grievances and then blamed the Union for the problems. The Employer unilaterally changed the terms and conditions of employment of the Brooklyn workers. Cablevision then unlawfully discharged one of the leaders of the union effort because of his union activities. On September 9, 2014, the CEO of the company, James Dolan, held a meeting with all the Brooklyn workers at which he announced that the Employer would hold its own vote the following day. He threatened continued loss of a pay increase if the workers voted for the Union and promised a pay increase if they voted against the Union, among other things.

The following day, Cablevision held an election conducted by its agent, the "Honest Ballot Association." During the vote, the Employer created the impression of surveillance by requiring identification and assigning unique personal identification numbers to each employee corresponding to his or her employee ID number. Also, many employees reported that agents of the Employer purposefully watched them while they voted and observed their ballots.

CWA filed multiple charges regarding the Employer's 2014 unfair labor practices and the Region issued an Order Consolidating Cases, Consolidated Complaint And Notice Of Hearing on November 6, 2014 ("Second Consolidated Complaint" annexed hereto at Exhibit 5). While the Region was investigating the unfair labor practice charges filed by the Union, a second decertification petition was filed on October 16, 2014.[7]

The Regional Director dismissed the second decertification petition on November 12, 2014 citing the violations of section 8(a)(1), (3) and (5) listed in the two consolidated complaints. Further, the Regional Director stated, "the pending allegations, if true, prevent a question concerning representation from being raised because of the unremedied 8(a)(5) allegations. Moreover, the above-listed allegations, if found to be committed, destroy the laboratory conditions requisite for determining the desires of Brooklyn Cablevision employees regarding continued representation by the Communications Workers of America, AFL-CIO." (Exhibit 6.)

On December 4, 2014, Administrative Law Judge Steven Fish issued his decision regarding the first consolidated complaint. Regarding the unfair labor practices in Brooklyn, Judge Fish found that Cablevision had unlawfully discharged 22 employees and ordered back pay for each of the fired workers;[8] Cablevision had unlawfully cancelled training regarding more advanced and desirable equipment; Cablevision had unlawfully

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[7] The same employee filed the first and second decertification petitions.

[8] As each of the 22 employees had been called back to work several months after being discharged, an order or reinstatement was not required.

blamed the Union for the cancellation of the equipment; Cablevision had unlawfully told employees not to engage in union activity, and; Cablevision had unlawfully threatened a bargaining unit employee and member of the bargaining team by telling him that unionization was futile. Judge Fish did not find that Cablevision had engaged in bad faith/surface bargaining.

Cablevision intends to file exceptions regarding the violations found by Judge Fish in the Bronx and in Brooklyn; the CWA intends to file exceptions regarding the judge's failure to find bad faith/surface bargaining. Exceptions are due February 13, 2015.

ARGUMENT

I. The Second Decertification Petition Was Properly Dismissed

It is long held that a decertification petition will be dismissed when an employer commits the type of unfair labor practices that would tend to cause employee disaffection with the union. Overnite Transportation Co., 333 NLRB 1392 (2001); Priority One Services, Inc., 331 NLRB 1527 (2000). The standard for such a determination is set forth in Master Slack, 271 NLRB 78 (1984):

> [S]everal factors are named as criteria for determining whether a causal relationship has been demonstrated. They include: (1) The length of time between the unfair labor practices and the [filing of the petition];[9] (2) the nature of the illegal acts, including their detrimental or lasting effect on employees; (3) any possible tendency to cause employee disaffection from the union; and (4) the effect of the unlawful conduct on employee

[9] Master Slack concerned the unlawful withdrawal of recognition from the incumbent union, however, the Master Slack standard has been applied by the Board in cases involving decertification petitions as well. See, Saint Gobain, 342 NLRB 434 (2004); Overnite Transportation, 333 NLRB 1392 (2001).

> morale, organizational activities, and membership in the union.

271 NLRB at 84. Further, the Master Slack test is an objective test. Saint Gobain Abrasives, Inc., 342 NLRB 434 at fn. 2 (2004).

The Regional Director properly dismissed the second decertification petition pursuant to the Master Slack standard. Timing is the first prong of the standard. The facts in the instant matter fall clearly within the requirements of the first prong as all the unfair labor practices listed by the Regional Director in both the first and the second consolidated complaints are current. As the violations found by the ALJ regarding the first consolidated complaint remain unremedied, in fact are being appealed,[10] there is no question that those unfair labor practices are close in time to the filing of the petition as contemplated by Master Slack. Further the unfair labor practice allegations contained in the second consolidated complaint were occurring at the very same time as were the gathering of signatures for the second decertification petition. There can be no issue regarding the currency of those allegations.

The second factor concerns the nature of the unfair labor practices. In 2012 and 2013, Cablevision engaged in a campaign to rid itself of the Union. This campaign included the firing of 22 pro-union workers, unilaterally changing terms and conditions of employment, telling employees not to engage in union activities, telling an employee on the bargaining committee that unionization is futile and engaging in a pattern of bad faith/surface bargaining. These violations are serious and widespread and, as demonstrated below, have had a demoralizing effect on the bargaining unit.

But the violations found by the ALJ regarding the first consolidated complaint, are only part of the picture. Beginning early in the summer of

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[10] CWA and the Employer jointly requested an extension of time to file exceptions, which was granted, until February 13, 2015.

2014, the Employer began a campaign to undermine the Union soliciting grievances and promising increased benefits and improved terms and conditions of employment if the employees abandoned support for the Union. Further, the Employer changed terms and conditions of employment making the jobs of employees more difficult and creating new reasons for discipline regarding the reporting of their time. One union supporter was given a final warning for violating this policy. A leader of the unionization effort was given multiple warnings, threatened, and then discharged because of his activities in support of the Union.

Then on September 9, 2014, Cablevision CEO James Dolan held a mandatory meeting for all employees in Brooklyn. At that meeting, Dolan announced an employer-sponsored vote regarding employee support for the Union to be conducted the following day. Dolan threatened employees with continued loss of pay if they voted for the Union; he threatened loss of the benefit of new technology if they voted for the Union; he impliedly threatened the loss of employment if they voted for the Union. Further, Dolan bypassed the Union dealing directly with the employees and promised to increase employee pay and pay the Union to disclaim interest if the employees voted to get rid of the Union.

The Employer's campaign to shed the Union culminating in Dolan's meeting on September 9, 2014, including his many threats and promises, and the sham poll on September 10, 2014 clearly satisfy the second and third prong of the Master Slack test. Dolan's statements, the Employer's election, the discipline and discharge of union leaders, and the actions of other managers are significant violations of the Act and would (and did) have a detrimental and lasting effect on employees causing disaffection from the Union. How much disaffection was made clear on September 10 where the Union lost 129 to 115.[11] The Union had originally won the representation

[11] Cablevision announced the result of the vote in an ad printed in the New York Times the day after the vote annexed hereto as Exhibit 7.

vote by 180 to 86. Thus, employee support for the Union dropped by 65 votes, more than one third of the Union's initial vote. Clearly, the Employer's multiple unfair labor practices effected employee morale, organization activities and membership in the Union, the fourth prong of the Master Slack standard.

The Employer in this matter has committed multiple, egregious violations of the Act. None have been remedied. The Employer's request for review is without merit and should be denied.

II. Saint Gobain Is Not Applicable To The Instant Case

The basis of the Employer's request for review is its claim that Saint Gobain Abrasives, Inc., 342 NLRB 434 (2004) required the Regional Director to hold an evidentiary hearing before dismissing the second decertification petition. The Employer misreads Saint Gobain in an attempt to resuscitate the dismissed petition and, having demoralized much of the unit, get an election and finally rid itself of the Union.

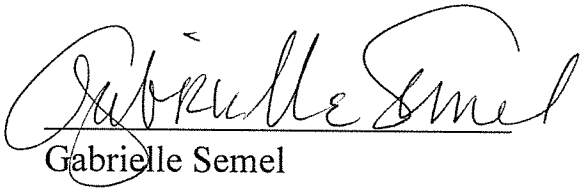
The Employer's analysis is wrong. In Saint Gobain, the dispute concerned the effect of a single unfair labor practice allegation. The Board went out of its way to make it clear that an evidentiary hearing was required in that case because "the alleged unfair labor practice is a single unilateral change on a single subject" and "there [we]re significant factual issues as to the impact of that change. In such circumstances, it is not appropriate to speculate, without facts established in a hearing . . . . 342 NLRB at 434. The facts regarding the Regional Director's dismissal of the second decertification petition are not "such circumstances."

CONCLUSION

For the forgoing reasons the Employer's request for review should be denied.

Dated: January 12, 2015

Respectfully submitted,



Gabrielle Semel
Communications Workers of America
District 1, Legal Department
350 Seventh Avenue, 18th Floor
New York, NY 10001
(212) 419-1550

CERTIFICATE OF SERVICE

I, Debra Dunham, affirm under penalty of perjury that I mailed by first class mail a true and correct copy of the Union's Statement In Opposition upon the following:

Tiffany Oliver
969 E. 102nd Street
Brooklyn, NY 11236

James Paulsen, Regional Director
National Labor Relations Board
Region 29
Two MetroTech Center, 5th Floor
Brooklyn, NY 11201

Harlan Silverstein
Kauf McGuire & Margolis LLP
950 Third Avenue, 14th Floor
New York, NY 10022

Debra Dunham

EXHIBIT 1

FORM NLRB-760
(7-10)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CABLEVISION SYSTEMS NEW YORK CITY CORPORATION Employer and COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1109 Petitioner	Case No. 29-RC-070897 Date Filed 12/16/11 Date Issued January 26, 2012 City Brooklyn State NY

Type of Election: (Check one:)
- [X] Stipulation
- [ ] Board Direction
- [ ] Consent Agreement
- [ ] RD Direction Incumbent Union (Code)

(If applicable check either or both:)
- [ ] 8(b) (7)
- [ ] Mail Ballot

TALLY OF BALLOTS

The undersigned agent of the Regional Director certifies that the results of tabulation of ballots case in the election held in the above case, and concluded on the date indicated above, were as follows:

1. Approximate number of eligible voters 282
2. Number of Void ballots 0
3. Number of Votes cast for PETITIONER 180
4. Number of Votes cast for .....
5. Number of Votes cast for .....
6. Number of Votes cast against participating labor organization(s) 86
7. Number of Valid votes counted (sum 3, 4, 5, and 6) 266
8. Number of challenged ballots 9
9. Number of Valid votes counted plus challenged ballots (sum of 7 and 8) 275
10. Challenges are (not) sufficient in number to affect the results of the election.
11. A majority of the valid votes counted plus challenged ballots (Item 9) has (not) been cast for Petitioner

For the Regional Director [signature]

The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For EMPLOYER [signature]

For PETITIONER [signature]

For

GPO U S GOVERNMENT PRINTING OFFICE 2011 - 367-429

EXHIBIT 2

CWA
Communications Workers of America

Gay Semel <gsemel@cwa-union.org>

29-CA-135822 CSC Holdings, Inc. and Cablevision Systems New York City Corp., a single employer

6 messages

McKay, RyAnn B <RyAnn.McKay@nlrb.gov> Wed, Dec 31, 2014 at 12:57 PM
To: "Harlan J.Silverstein" <silverstein@kmm.com>, Gay Semel <gsemel@cwa-union.org>

Dear Gay and Harlan,

I am emailing to let you know that the 8(a)(3) and (5) allegations of the above listed charge were referred to the Division of Advice on December 30, 2014.

I will be in the office on Friday, January 2, 2015 if you have any questions.

Sincerely,

RyAnn

RyAnn McKay Hooper | Board Attorney

National Labor Relations Board, Region 29

Two MetroTech Center, Fifth Floor

Brooklyn, New York 11201-3838

(p) 718-330-2860 | (f) 718-330-7579 | www.nlrb.gov

EXHIBIT 3

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

CABLEVISION SYSTEMS CORPORATION

Employer

and

TIFFANY OLIVER

Petitioner

Case 29-RD-098466

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (CWA)

Union

ORDER DISMISSING PETITION

On February 15, 2013, Tiffany Oliver, herein called "the Petitioner," filed a petition to decertify the Communication Workers of America, AFL-CIO, herein called "the Union," from being the exclusive collective bargaining representative of certain employees of Cablevision Systems Corporation, herein called "the Employer." An election agreement was approved by the undersigned on February 22, 2013, scheduling the election for a date, time, and place to be determined by the Region pending the final resolution of unfair labor practice charges filed by the Union against the Employer in Case Nos. 29-CA-097013, 29-CA-097557, and 29-CA-100175, if appropriate.

Those charges alleged, among other things, that the Employer violated Section 8(a)(5) of the Act by engaging in a pattern of surface bargaining with no intention of reaching agreement with the Union, and that the Employer violated Section 8(a)(3) of the Act by discharging 22 employees for engaging in protected, concerted activities. On April 29, 2013, the undersigned

issued a Consolidated Complaint and Notice Hearing on the above-described allegations, among others, scheduling a hearing to be held before an Administrative Law Judge on May 29, 2013.

As set forth in the Consolidated Complaint, as part of the remedy for the alleged unfair labor practices, the Acting General Counsel seeks a remedy of a 12-month extension of the certification year to restore the status quo and permit the parties to actually bargain in good faith toward an initial collective bargaining agreement for at least one year. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962). If the Acting General Counsel is successful in securing this remedy, it would preclude a question concerning representation from being raised at this time, as it would allow the Employer to benefit from its own failure to carry out its statutory obligation to bargain in good faith for at least one year. *Id.* at 787. Accordingly, the instant petition is dismissed subject to reinstatement.

Additionally, the investigation of the above-captioned unfair labor practice charges revealed probative evidence that employee disaffection from the Union, and a cause for the employees signing the showing of interest submitted in support of the petition, was the delay in bargaining that resulted from the Employer's alleged unlawful surface bargaining. The investigation further revealed probative evidence that employee disaffection from the Union, and an additional cause for employees signing the showing of interest, was the Employer's alleged unlawful termination of 22 employees who engaged in protected, concerted activities. If true, there are causal nexuses between the decertification petition and the alleged unfair labor practices engaged in by the Employer.

Based on the all of the above,

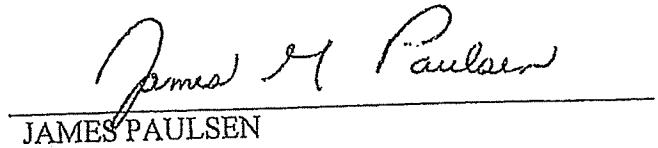
IT IS ORDERED that the Petitioner's petition is dismissed subject to reinstatement. Upon the final resolution of the above-captioned unfair labor practice charges, the Petitioner may

apply to have the instant petition reinstated if the charges are ultimately found to be without merit. An application for reinstatement of the petition under any other circumstances will be denied.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Order may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by 5 p.m., EST on **May 14, 2013.** The request may be filed electronically through the Agency's website, www.nlrb.gov,[1] but may **not** be filed by facsimile.

Dated: April 30, 2013



JAMES PAULSEN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
TWO METRO TECH CENTER STE 5100
FL 5
BROOKLYN, NY 11201-3838

[1] To file the request for review electronically, go to www.nlrb.gov, select **File Case Documents**, click on the NLRB Case Number, and follow the detailed instructions.

EXHIBIT 4

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

CABLEVISION SYSTEMS NEW YORK CITY CORPORATION	**Case Nos. 29-CA-097013**
and	**29-CA-097557**
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO	**29-CA-100175**

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 29-CA-097013, 29-CA-097557, and 29-CA-100175 which are based on charges filed by COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (Charging Party) against CABLEVISION SYSTEMS NEW YORK CITY CORPORATION (Respondent) 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, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below:

1(a). The charge in Case 29-CA-097013 was filed by the Charging Party on January 24, 2013, and a copy was served by regular mail on Respondent on January 25, 2013.

(b). The first amended charge in Case 29-CA-097013 was filed by the Charging Party on January 28, 2013, and a copy was served by regular mail on Respondent on January 28, 2013.

(c). The second amended charge in Case 29-CA-097013 was filed by the Charging Party on April 26, 2013, and was served by regular mail on Respondent on April 26, 2013.

(d). The charge in Case 29-CA-097557 was filed by the Charging Party on January 31, 2013, and a copy was served by regular mail on Respondent on February 4, 2013.

(e). The first amended charge in Case 29-CA-097557 was filed by the Charging Party on February 19, 2013, and a copy was served by regular mail on Respondent on February 21, 2013.

(f). The second amended charge in Case 29-CA- 097557 was filed by Charging Party on April 25, 2013, and was served by regular mail on Respondent on April 26, 2013.

(g). The charge in Case 29-CA-100175 was filed by the Charging Party on March 12, 2013, and a copy was served by regular mail on Respondent on March 13, 2013.

2(a). At all material times, Respondent a domestic corporation with its corporate office located at 1111 Stewart Avenue, Bethpage, New York, and with facilities located in Brooklyn, New York, has been engaged in the business of providing broadband cable and communication services to residential and commercial customers in Brooklyn.

(b). Annually, in the course and conduct of its business operation described above in paragraph 2(a), the Employer has derived gross revenues excess of $500,000, and has purchased goods, products and materials valued in excess of $5,000 directly from points located outside the State of New York.

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

3. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

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

> All full-time and regular part-time field service technicians, outside plant technicians, audit technicians, inside plant technicians, construction technicians, network fiber technicians, logistics associates, regional control center (RCC) representatives and coordinators employed by the Employer at its Brooklyn, New York facilities; excluding all other employees, including customer service employees, human resource department employees, professional employees, guards, and supervisors as defined in Section 2(11) of the Act.

5. On February 7, 2012, following the conduct of an election in Case No. 29-RC-070897, the Board certified the Charging Party as the exclusive collective-bargaining representative of the Unit.

6. At all times since February 7, 2012, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of the Unit.

7(a). At various times from about May 30, 2012, through March 4, 2013, Respondent and the Charging Party met for the purposes of negotiating an initial collective-bargaining agreement with respect to wages, hours, and other terms and conditions of employment.

(b). During the period described above in paragraph 7(a), Respondent engaged in surface bargaining with no intent of reaching agreement by: (1) refusing to meet at reasonable times; (2) refusing to discuss economic issues until non-economic issues were resolved; (3) insisting on changing the scope of the certified bargaining unit; (4) rigidly adhering to proposals that are predictably unacceptable to the Charging Party; (5) refusing to discuss a union security clause and then raising philosophical objections to such clause; (6) submitting regressive proposals to the Charging Party; (7) withdrawing from a tentative agreement; (8) refusing to

discuss mandatory subjects of bargaining; and (9) by significantly delaying the provision of relevant wage information to the Charging Party.

(c). By its overall conduct, including the conduct described above in paragraph 7(b), Respondent has failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit.

8(a). Since about August 23, 2012, the Charging Party has requested, in writing, that Respondent furnish it with the following information: Documents related to changes made during the period April 1, 2012, to the present, with respect to the wages and benefits, Career Progression Plan, and Salary Matrix of all non-Brooklyn Cablevision employees, employed in the same or similar job classifications as the Brooklyn CWA bargaining unit employees.

(b). The information requested by the Charging Party, as described above in paragraph 8(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 September 5, 2012, to about March 6, 2013, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraphs 8(a) and (b).

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

Daryl Gaines	Area Operations Manager
Rick LaVesque	Vice President

10. At all material times, Harry Hughes held the position of Respondent's Corporate Investigator for Respondent's Security Department and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

11. About January 24, 2013, Respondent, through Daryl Gaines, instructed employees not to engage in activities in support of the Charging Party.

12. About February 7, 2013, Respondent, by Harry Hughes, in front of the Madison Square Garden Arena in New York City, engaged in surveillance of employees engaged in union activities.

13. About the first week of February 2013, Respondent, by Rick LaVesque, in his office at Respondent's 96th Street facility, informed a Unit employee that it was futile for the employee to support the Charging Party because bargaining for a contract with Respondent was futile.

14(a). About January 30, 2013, certain employees of Respondent ceased work concertedly and engaged in a strike.

(b). The strike described above in paragraph 13(a) was caused by Respondent's unfair labor practices described above in paragraphs 7(a) through (c).

15(a). About January 30, 2013, Respondent, by Rick LaVesque, informed the following employees engaged in the unfair labor practice strike described above in paragraphs 14(a) and (b), that they had been permanently replaced:

Clarence Adams	Eric Ocasio
David Gifford	Malik Coleman
La'kesia Johnson	Andre Riggs
Courtney Graham	Raymond Reid
Miles Watson	Borris H. Reid

Andre Bellato	Steven Ashurst
Jerome Thompson	Shaun Morgan
Trevor Mitchell	Stanley Galloway
Ray Meyers	Brent Randein
Marlon Gayle	Corey Williams
Richard Wilcher	Raymond Williams

(b). About January 30, 2013, Respondent directed the employees described above in paragraph 15(a) to, among other things, turn in their identification badges, keys, and radios, and had these employees escorted out of the facility by NYPD officers.

(c). By the conduct described above in paragraphs 15(a) and (b), Respondent discharged the named employees on January 30, 2013.

(d). On various dates beginning on February 6, 2013, and ending on March 20, 2013, Respondent reinstated the named employees to their former positions of employment without back pay.

(e). Respondent engaged in the conduct described above in paragraphs 15(a) through (d) because the named employees of Respondent assisted the Charging Party and engaged in concerted activities, and to discourage employees from engaging in these activities.

16. By the conduct described above in paragraphs 7 and 8, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

17. By the conduct described above in paragraphs 11 through 13, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act

18. By the conduct described above in paragraph 15, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

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

As part of the remedy for the unfair labor practices alleged above, the Acting General Counsel seeks an Order requiring that the Notice be read to employees during working time by a high level official of Respondent.

As part of the remedy for the unfair labor practices alleged above in paragraphs 7 and 8, the General Counsel seeks an Order requiring Respondent to: (1) bargain on request within 15 days of a Board Order; (2) bargain on request for a minimum of 15 hours a week until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining; (3) prepare written bargaining progress reports every 15 days and submit them to the Regional Director and also serve the reports on the Charging Party to provide the Charging Party with an opportunity to reply; and (4) make whole employee negotiators for any earnings lost while attending bargaining sessions.

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 7 and 8, the Acting General Counsel seeks an Order requiring Respondent to bargain in good faith with the Charging Party, on request, for an additional period of 12 months as provided for by *Mar-Jac Poultry*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

As part of the remedy for the unfair labor practices alleged above in paragraphs 15(a) through (e), the Acting General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination. The Acting General Counsel further seeks that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods. The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices 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 May 13, 2013, or postmarked on or before May 11, 2013**. 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 **File Case 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.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rule and Regulations, be filed by the close of business on May 10, 2013. The request should be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **May 29, 2013, at 9:30 a.m.** 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: April 29, 2013

/s/

JAMES PAULSEN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
TWO METRO TECH CENTER STE 5100
FL 5
BROOKLYN, NY 11201-3838

Attachments

EXHIBIT 5

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

CSC HOLDINGS, LLC and **CABLEVISION SYSTEMS NEW YORK CITY CORP.**, a Single Employer,

Respondent

and

COMMUNICATION WORKERS OF AMERICA, AFL-CIO,

Charging Party

Case Nos. 29-CA-134419
29-CA-135428
29-CA-135822
29-CA-136512
29-CA-136759
29-CA-137214

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 (Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case Nos. 29-CA-134419, 29-CA-135428, 29-CA-135822, 29-CA-136512, 29-CA-136759, and 29-CA-0137214, which are based on charges filed by the Communications Workers of America, AFL-CIO, ("Union"), respectively, against CSC Holdings, LLC (CSC Holdings) and Cablevision Systems New York City Corp. (Cablevision Systems), a single employer (collectively Respondent) 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 Respondent has violated the Act as described below:

1. The charges in the above cases were filed by the Union as set forth in the following table, and a copy was served by regular mail upon the Respondent on the dates indicated:

	Case No.	*Amendment*	*Respondent*	*Date Filed*	*Date Served*
a.	***29-CA-134419***		***Cablevision Systems New York City Corp.***	***08/08/14***	***08/11/14***
b.	***29-CA-134419***	***First Amended***	***CSC Holdings, LLC and Cablevision Systems New York City Corp., a single employer***	***10/30/14***	***10/31/14***
c.	***29-CA-135428***		***Cablevision Systems New York City Corp.***	***08/22/14***	***08/26/14***
d.	***29-CA-135428***	***First Amended***	***Cablevision Systems New York City Corp.***	***10/15/14***	***10/16/14***
e.	***29-CA-135428***	***Second Amended***	***CSC Holdings, LLC and Cablevision Systems New York City Corp., a single employer***	***10/30/31***	***10/31/14***
f.	***29-CA-135822***		***Cablevision Systems New York City Corp.***	***08/28/14***	***09/03/14***
g.	***29-CA-136822***	***First Amended***	***CSC Holdings, LLC and Cablevision Systems New York City Corp., a single employer***	***10/30/14***	***10/31/14***
h.	***29-CA-136512***		***Cablevision Systems New York City Corp.***	***09/09/14***	***09/11/14***
i.	***29-CA-136512***	***First Amended***	***CSC Holdings, LLC and Cablevision Systems New York City Corp., a single***	***10/30/14***	***10/31/14***

			employer		
j.	*29-CA-136759*		*Cablevision Systems New York City Corp.*	*09/15/14*	*09/16/14*
k.	*29-CA-136759*	*First Amended*	*CSC Holdings, LLC and Cablevision Systems New York City Corp., a single employer*	*10/30/14*	*10/31/14*
l.	*29-CA-137214*		*Cablevision Systems New York City Corp.*	*09/22/14*	*09/22/14*
m.	*29-CA-137214*	*First Amended*	*CSC Holdings, LLC and Cablevision Systems New York City Corp., a single employer*	*10/30/14*	*10/31/14*

2. (a) At all material times CSC Holdings, a domestic corporation with an office and headquarters located at 1111 Stewart Avenue, Bethpage, New York, has been engaged in various business enterprises, including the provision of cable television and communications services in various parts of the United States.

(b) At all material times Cablevision Systems, a domestic corporation with its corporate office located at 1111 Stewart Avenue, Bethpage, New York (Bethpage facility) and with a facility located at 500 Brush Avenue, Bronx, New York and with facilities located in Brooklyn, New York, including the facility located at 96th Street in Brooklyn (herein called the 96th Street Brooklyn facility), has been engaged in the business of providing broadband cable communication services to residential and commercial customers in the Bronx, Brooklyn, and other locations in New York, New York.

(c) At all material times, CSC Holdings and Cablevision Systems have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations with common management and have held themselves out to the public as a single-integrated business enterprise.

(d) Based on its operations described above in subparagraph (c), CSC Holdings and Cablevision Systems constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(e) Annually, in the course and conduct of their business operations, CSC Holdings and Cablevision Systems, separately and collectively, derive gross revenues in excess of $500,000.

(f) Annually, in the course and conduct of their business operations, CSC Holdings and Cablevision Systems separately and collectively, purchase and receive at their facilities in New York State, goods and services valued in excess of $5,000 directly from suppliers located outside the State of New York.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of

Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

James L. Dolan	Chief Executive Officer
Barry Monopoli	Vice President Field Operations
Bob Kennedy	Director, Outside Plant
Tommy Lynch	Area Operations Manager
Jay Morales	Field Service Supervisor
Sheldon Young	Field Service Supervisor
Phil Furlong	Field Service Supervisor
Andrew Daley	Outside Plant Supervisor
Kent Strachan	Outside Plant Supervisor
Unnamed Security Officer	Security Officer, Bethpage Facility

(b) At all material times, The Honest Ballot Association was contracted by Respondent to conduct a poll of its employees and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

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

> **Included:** All full-time and regular part-time field service technicians, outside plant technicians, audit technicians, inside plant technicians, construction technicians, network fiber technicians, logistics associates, regional control center (RCC) representatives and coordinators employed by the Employer at its Brooklyn, New York facilities.

Excluded: All other employees, including customer service employees, human resource department employees, professional employees, guards, and supervisors as defined in Section 2(11) of the Act.

(b) On February 7, 2012, following the conduct of an election in Case No. 29-RC-070897, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

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

7. (a) In or about January 2014, Respondent changed the cellular service provider covering mobile phones used by the Unit, eliminating the previously used Nextmail System.

(b) The subject set forth above in paragraph 7(a) relates to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraph 7(a) without affording the Union an opportunity to bargain with Respondent with respect to this change and without first bargaining with the Union to an overall good-faith impasse for a collective-bargaining agreement.

8. (a) On or about July 29, 2014, Respondent implemented and maintained a new rule in connection with the Estimated Time of Arrival (ETA) Direct System requiring that employees input their work start times when they arrive at job locations, and not when leaving for job locations.

(b) On or about July 29, 2014, Respondent implemented a new system of disciplining employees for entries in the ETA Direct System.

(c) The subjects set forth above in paragraph 8(a) and (b) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(d) Respondent engaged in the conduct described above in paragraph 8(a) and (b) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and without first bargaining with the Union to an overall good-faith impasse for a collective-bargaining agreement.

(e) As a result of Respondent's conduct described above in paragraph 8(a) and (b), on July 29, 2014, Respondent issued a written warning to its employee Eric Ocasio.

(f) Respondent engaged in the conduct described above in paragraph 8(e) because Eric Ocasio assisted the Union and engaged in concerted activities, and to discourage employees from engaging in those activities.

9. Respondent, by the individuals named below, at Respondent's 96th Street Brooklyn facility, on or about the dates opposite their names, solicited employee complaints and grievances, and promised its employees increased benefits and improved terms and conditions of employment if they abandoned their support for and membership in the Union.

	Agent	**Date**
(a)	Barry Monopoli	Various dates in July and August 2014
(b)	Jay Morales Bob Kennedy Andrew Daley	At toolbox meetings on various dates between July and August 2014

	Kent Strachan Sheldon Young Phil Furlong Tommy Lynch	

10. (a) On or about the following dates, Respondent issued disciplinary warnings to its employee Jerome Thompson (Thompson):

	Date
(i)	March 3, 2014
(ii)	March 3, 2014
(iii)	On or after July 7, 2014
(iv)	On or after July 31, 2013
(v)	On or after August 6, 2014
(vi)	On or after August 7, 2014

(b) Respondent engaged in the conduct described above in subparagraphs 10(i) through (vi) because Thompson assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

11. (a) On or about August 6, 2014, Thompson concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees by

demanding that Respondent pay Unit employees the same wage Respondent pays its similarly situated employees at its other facilities.

(b) On or about August 6, 2014, Respondent issued a warning to Thompson.

(c) Respondent engaged in the conduct described above in paragraph 11(b) because Thompson engaged in the conduct described above in paragraph 11(a), and to discourage employees from engaging in these or other concerted activities.

12. On or about August 7, 2014, Respondent, by an unknown Security Officer at the Bethpage facility, threatened to arrest or cause the arrest of its employees because they engaged in protected Union activity.

13. (a) On or about August 20, 2014 Respondent discharged Thompson.

(b) Since on or about August 20, 2014, Respondent has failed and refused to reinstate or offer to reinstate Thompson to his former position.

(c) Respondent engaged in the conduct described above in paragraph 13(a) and (b) because Thompson assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

14. (a) Since on or about August 21, 2014, the Union has requested, via electronic mail, that Respondent furnish the Union with a copy a video concerning the parties' collective bargaining that Respondent showed to Unit employees on or about August 21, 2014.

(b) The information requested by the Union, as described above in paragraph 14(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since on or about August 27, 2014, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 14(a).

15. On or about September 9, 2014, Respondent, by James Dolan (Dolan), at a meeting with its employees at its 96th Street Brooklyn facility:

(a) Threatened its employees with continued loss of a pay increase if they voted in the Employer's sponsored poll to keep the Union as their bargaining representative;

(b) Threatened its employees with the loss of the benefit of new technology and training if they voted to keep the Union; and

(c) Impliedly threatened its employees with loss of employment because of their support for the Union.

16. On or about September 9, 2014, Respondent by Dolan, at a meeting with its employees at its 96th Street Brooklyn facility bypassed the Union and dealt directly with its employees in the Unit by promising to engage in the following conduct if employees voted to get rid of the Union:

(a) Increase employee pay; and

(b) Pay the Union to disclaim interest in representing Respondent's Unit employees.

17. On or about September 10, 2014, Respondent, by its agent The Honest Ballot Association, at its 96th Street Brooklyn:

(a) polled Unit employee about whether they continued to want the Union to be their exclusive collective-bargaining representative;

(b) created the impression among Respondent's employees that their Union activities were under surveillance by:

(i) requiring that employees present identification; and

(ii) by assigning to employees unique personal identification numbers in order to vote in the poll referenced in paragraph 17(a) above.

(c) On or about September 10, 2014, Respondent, by its agent The Honest Ballot Association, at its 96th Street Brooklyn facility, surveilled employees' Union activities by watching employees as they voted in the poll referenced in paragraph 17(a) above.

18. By the conduct described above in paragraphs 9, 11, 12, 15, and 17, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

19. By the conduct described above in paragraphs 8(e)-(f), 10, 11 and 13 Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

20. By the conduct described above in paragraphs 7, 8, 14, and 16, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

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

WHEREFORE As part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an Order requiring that the Notice be read to employees during working

time by a high level official of Respondent at its facilities in the Brooklyn, New York. Further, the General Counsel seeks all other relief as may be just and proper to remedy the unfair labor practices 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 November 20, 2014, or postmarked on or before November 19, 2014.** 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 parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **File Case 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 bases 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 by 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 that 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.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on November 17, 2014. The request should be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **January 6, 2015, at 9:30 a.m.** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board at a hearing room located at 2 MetroTech Center, 5th Floor, Brooklyn, NY. 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: November 6, 2014
Brooklyn, New York

James G. Paulsen by KDK

James G. Paulsen
Regional Director, Region 29
National Labor Relations Board
Two MetroTech Center, Suite 5100
Brooklyn, NY 11201-3838

Attachments

EXHIBIT 6

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 29
TWO METRO TECH CENTER STE 5100
FL 5
BROOKLYN, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579

November 12, 2014

TIFFANY OLIVER
969 E 102 ST
BROOKLYN, NY 11236

Re: Cablevision Systems Corp.
Case 29-RD-138839

Dear Ms. Oliver:

The above-captioned case, petitioning for an investigation and determination of representative under Section 9(c) of the National Labor Relations Act, has been carefully investigated and considered.

Decision to Dismiss: On April 17, 2013 an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued in Case Nos. 29-CA-097013 et al. against CSC Holdings, LLC and Cablevision Systems New York City Corp., a single employer ("Employer"), alleging that the Employer violated section 8(a)(1), (3) and (5) of the National Labor Relations Act ("Act") by engaging in surface bargaining, threatening employees for engaging in union activity, and discharging twenty-two (22) Brooklyn Cablevision employees for their union and protected concerted activity. A hearing was conducted before Administrative Law Judge Steven Fish in Case Nos. 29-CA-097013 et al. on September 16 through 20, 23 through 26, 30, October 25, and December 3 through 6, 10, 13, 16, and 17, 2013. A decision is still pending in this matter before the Administrative Law Judge.

On November 6, 2014, an Order Consolidating Cases, Complaint and Notice of Hearing issued in Case Nos. 29-CA-134419 et al. alleging that the Employer violated Section 8(a)(1),(3), and (5) of the Act by implementing unilateral changes to employees terms and conditions of employment, threatening employees for engaging in union activity, issuing a warning to an employee for engaging in protected or concerted activity, and the discharge of an employee for his union and protected concerted activity. The pending allegations, if true, prevent a question concerning representation from being raised because of the unremedied Section 8(a)(5) violations. Moreover, the above-listed allegations, if found to be committed, destroy the

laboratory conditions requisite for determining the desires of Brooklyn Cablevision employees regarding continued representation by the Communication Workers of America, AFL-CIO

Therefore, I find that further proceedings on this petition are unwarranted. Accordingly, I am dismissing the petition in this matter. The petition is subject to reinstatement, if appropriate, after final disposition of the charges in Case Nos. 29-CA-097013 et al. and 29-CA-134419 et al. The Petitioner may apply to have the instant petition reinstated if the unfair labor practice charges in Case Nos. 29-CA-097013 et al. and 29-CA-134419 et al. are found to be without merit. An application for reinstatement of the petition under any other circumstances will be denied.

Right to Request Review: Pursuant to Section 102.67 of the National Labor Relations Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570-0001. The request for review must contain a complete statement of the facts and reasons on which it is based.

Procedures for Filing Request for Review: A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business **(5 p.m. Eastern Time)** on **November 26, 2014,** unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time** on November 26, 2014.

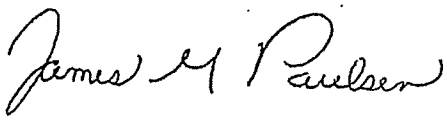
Consistent with the Agency's E-Government initiative, parties are encouraged, but not required, to file a request for review electronically. Section 102.114 of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the Efiling system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review 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, absent a determination of technical failure of the site, with notice of such posted on the website.

Upon good cause shown, the Board may grant special permission for a longer period within which to file a request for review. A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this

proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Very truly yours,



James G. Paulsen
Regional Director

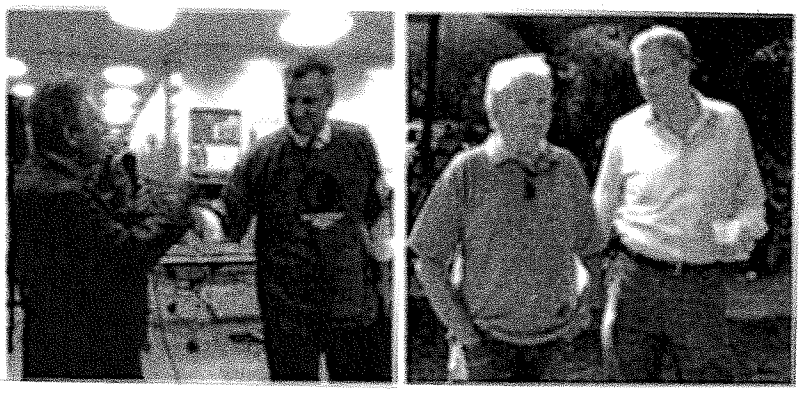
cc: Office of the Executive Secretary (by e-mail)

HARLAN SILVERSTEIN, ESQ.
KAUFF, MCGUIRE & MARGOLIS, LLP
950 3rd Ave Fl 14
New York, NY 10022-2773

GABRIELLE SEMEL, District Counsel
COMMUNICATION WORKERS OF AMERICA,
DISTRICT 1 - LEGAL DEPARTMENT
350 Seventh Avenue
18th Floor
NEW YORK, NY 10001-5013

EXHIBIT 7

Mr. Mayor: Our Brooklyn employees have spoken. Now it's time for you to act.



Mayor de Blasio at union events with his friend, CWA District One VP Chris Shelton.

- After being blocked for nearly three years by the Communications Workers of America union, last week, Cablevision Brooklyn employees voted to reject CWA union representation in an independent election.
- Your close political supporters - Bob Master, CWA, and the Working Families Party - are pursuing their own narrow, union agenda and ignoring the voices of Cablevision's Brooklyn employees.
- That's not right.

As Mayor of all New York City, it is time to put the will of our employees ahead of the selfish, political agenda of these union bosses.

CABLEVISION