

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 14

T-MOBILE USA

and

Case 14-CA-106906

COMMUNICATION WORKERS OF AMERICA

T-MOBILE USA, INC.

and

**Cases 28-CA-106758
28-CA-117479
28-CA-128653
28-CA-129125**

**COMMUNICATION WORKERS OF AMERICA,
LOCAL 7011, AFL-CIO**

METROPCS COMMUNICATIONS, INC.

and

Case 2-CA-115949

COMMUNICATION WORKERS OF AMERICA

T-MOBILE USA

and

Case 10-CA-128492

**COMMUNICATION WORKERS OF AMERICA,
AFL-CIO**

**COUNSEL FOR THE GENERAL COUNSEL'S ANSWERING BRIEF
TO RESPONDENT'S EXCEPTIONS**

Counsel for the General Counsel (the "General Counsel"), pursuant to Section 102.46(d) of Board's Rules and Regulations, Series 8, as amended, respectfully files this answering brief opposing the exceptions filed by Respondent.

I. STATEMENT OF THE CASE

These cases were submitted to and decided by Administrative Law Judge Christine E. Dibble ("ALJ") upon a stipulated record. The Consolidated Complaint in these cases alleged that Respondent T-Mobile USA, Inc. and MetroPCS Communications, Inc. (Respondent) violated Section 8(a)(1) by the promulgation and maintenance of multiple overly broad rules and policies in its Employee Handbook, Code of Business Conduct, and other documents containing Respondent's policies.

On March 18, 2015, the ALJ issued her decision finding that the Respondent violated Section 8(a)(1) of the Act by the promulgation and maintenance of employee handbook rules and work policies as alleged by the General Counsel, except with respect to two items: Respondent's 2014 Employee Handbook's Workplace Conduct rule and a Recording in the Workplace rule prohibiting audio and video recording and photography in the workplace. On April 22, 2015, the General Counsel filed exceptions and a supporting brief in those two respects. The Respondent has filed exceptions to portions of the ALJ's decision with supporting brief.

II. RESPONDENT'S EXCEPTIONS

Respondent filed exceptions to the ALJ's findings and conclusions of unlawfully overbroad policies in Section 4.4 of Respondent's Acceptable Use Policy for Information and Communications Resources (Exceptions 1 through 6) and the Commitment to

Integrity provision in Respondent's Code of Business Conduct (Exceptions 7 through 11). In all other respects as alleged in the General Counsel's Complaint, Respondent takes no exceptions and accepts the ALJ's findings and conclusions that Respondent violated Section 8(a)(1) by promulgating and maintaining overly broad work rules and policies.

III. ARGUMENT

A. The ALJ Properly Found that Section 4.4 of Respondent's Acceptable Use Policy is Overbroad and Violates Section 8(a)(1) (Exceptions 1-6)

Respondent's 2014 Employee Handbook contains a Communications Access and Use Policy permitting employees incidental personal use of Respondent's information and communications resources, including computer systems, networks, internet access, voicemail and email systems, telephone and fax machines. This Communications Access and Use Policy includes an Acceptable Use Policy. Section 4.4 of the Acceptable Use Policy's Security provision states in part:

Users may not permit non-approved individuals access to information or information resources, or any information transmitted by, received from, printed from, or stored in these resources, without prior written approval from an authorized T-Mobile representative. (Jt. Exhs. 5-6)

The ALJ rightly concluded that Section 4.4 of Respondent's Acceptable Use Policy is overbroad and in violation of Section 8(a)(1) of the Act. (ALJD p. 29, LL 6-8, 32-33) Noting that this policy would prohibit employees from sharing information about terms and conditions of employment with union representatives, and employees authorized to use the e-mail system would need to seek management permission before sharing information about protected subjects in the workplace, the ALJ found that employees would reasonably read the policy to prohibit Section 7 activity. (ALJD p. 29,

LL 17-27) Respondent on exceptions urges that Section 4.4 cannot reasonably be construed to reach Section 7 activity because in prohibiting access to Respondent's information resources and its contents it focuses on information resources security and physical access to equipment and resources. (R. Br. 19) Respondent further urges that its security provision is not unlawful under the Board's recent decision in *Purple Communications, Inc.*, 361 NLRB No. 126 (2014). (R. Br. 21) Respondent's exception is without merit.

In finding Section 4.4 of Respondent's Acceptable Use Policy unlawfully overbroad, the ALJ appropriately applied the framework set out in *Lutheran Heritage Village-Livonia*, 343 NLRB 646, 646-647 (2004). (ALJD p. 7, LL 10-28) This framework's two-step analysis first assesses whether a work rule explicitly restricts Section 7 activities. If it does, the work rule is unlawful. If a rule does not explicitly restrict Section 7 rights, under the second step of the framework, a rule is unlawful where (1) employees may reasonably construe the rule to reach Section 7 activity; (2) the rule was promulgated in response to union activity; or (3) the rule has been applied to restrict Section 7 rights. *Id.* at 647 See also, cited by the ALJ, *Hyundai America Shipping Agency*, 357 NLRB No. 80, slip op. at 2 (2011); *Flex Frac Logistics, LLC*, 358 NLRB No. 127, slip op. at 16 (2012), *enfd.* 746 F.3d 205 (5th Cir. 2014). (ALJD p. 7, LL 26-28)

To accept Respondent's contention that Section 4.4 only applies to physical security of equipment and resources would require ignoring the language of the policy in favor of Respondent's subjective interpretation in litigation. This policy speaks for itself. If Respondent desires a rule prohibiting employees from granting access to its

computers and networks to third parties it could have easily done that. As noted above, the Acceptable Use Policy regulates employee use of computer systems, networks, internet access, voicemail and email systems, telephones and fax machines. Section 4.4 prohibits employees from permitting unapproved persons access to these resources or information transmitted by, received from, printed from or stored in these resources without permission. Contrary to Respondent's assertion, the ALJ's decision does not license employees, and the Act does not permit or countenance employees, turning over to union representatives or third parties Respondent's information technology resources, sensitive customer information or trade secrets. The ALJ did not find, and the General Counsel does not argue, that the Respondent does not have an interest in maintaining security of its information technology systems. Employees would clearly know that it is unethical conduct, whether a specific rule exists or not, to turn over sensitive resources and information to outside third parties.

Section 4.4 focuses more on information than information resources and is, on any view, overly broad. Its over breadth is highlighted in the ALJ's decision when she notes the prohibition extends to employee-owned computers and devices that may be used for business purposes. (ALJD p. 29, LL 13-16) It is of no moment that the rule prohibiting employee access and sharing of information exists within a security provision in the Acceptable Use Policy as Respondent contends. (R. Br. 19) The relevant inquiry, wherever a rule is located, is whether employees would reasonably interpret the rule to encompass Section 7 activity.

Respondent cannot cloak information about wages, hours, terms and conditions of employment by storing them or hosting such information on its information technology

systems.¹ Respondent does not deny that its information technology systems are used to store and access information on employee terms and conditions of employment. (R. Br. 21) Respondent is a large, sophisticated telecommunications business that harnesses and uses information technology to effectuate, communicate and make accessible to employees its personnel policies. Beyond the use of e-mail to communicate with employees, work policies and rules will invariably be stored and accessed on computers, intranet sites and portals that rely on the internet. The practical impact of Section 4.4 is that it prevents employees from freely sharing and discussing Respondent's policies with other employees and others like union representatives who must work with employees in exercising Section 7 rights.

Indeed, this policy is so overbroad that it will discourage an employee from providing the Board with documents on wages, hours and working conditions, and it would tend to interfere with the ability of employees to cooperate in a Board investigation. On its face, Section 4.4 will prevent an employee providing a Board agent with a copy of the Employee Handbook, memoranda on work policies, an e-mail disciplinary warning, or an e-mail that contains a coercive statement. That Respondent's resources are used to create, store or disseminate such information cannot deny employees full, untrammelled access to information about their terms of employment and working conditions. The impact on employees in stymieing communication and use of information for protected activities is even more acute with an employer with 40,000 employees nationwide where face-to-face employee communication will in most cases prove impractical. (R. Br. 2) In finding Section 4.4

¹ Employees have an unfettered right to discuss their wages and working conditions. *Mediacone of Greater Florida, Inc.*, 340 NLRB 277, 279 (2003); *Koronis Parts*, 324 NLRB 675 (1997).

unlawfully overbroad, the ALJ was spot on in citing to *Hyundai America Shipping Agency*, 357 NLRB No. 80, slip op. at 1, 11-12 (2011) (prohibition on disclosure of information was unlawful for failing to limit prohibition to 'truly confidential' matters which do not include information on terms and conditions of employment). Respondent's Section 4.4 suffers the same infirmity given that all personnel policies and actions of the employer is information that "has been transmitted by, received from, printed from, or stored in" Respondent's information technology resources and systems.

In *Purple Communications, Inc.*, 361 NLRB No. 126 (2014), decided after the parties submitted this case to the ALJ, the Board, departing from prior law, held that employee use of an employer's e-mail system on nonworking time must presumptively be permitted by employers whose employees access and use e-mail systems at work.² *Id.* To overcome the presumption that employees who use e-mail at work are permitted to use an employer's e-mail system on nonworking time for Section 7 activity, an employer must establish special circumstances that justify specific restrictions. An assertion of special circumstances requires an employer to articulate and demonstrate how its interest is supported by its restrictions. *Id.*, slip op. at 5.

The ALJ, timely applying *Purple Communications* to Section 4.4 of Respondent's Acceptable Use Policy, concluded that it was unlawfully overbroad because although it did not explicitly prohibit employees from sharing information from Respondent's e-mail system, it did not make clear that employees could engage in protected activities with union representatives with respect to information obtained from or transmitted by e-mail.

² *Purple Communications* overruled *Register Guard*, 351 NLRB 1110 (2007), *enfd.* in relevant part and remanded sub nom. *Guard Publishing v. NLRB*, 571 F.3d 53 (D.C. Cir. 2009), which had held that employers, even without business justification, may bar employee use of their e-mail systems for Section 7 activities even if they permitted employee access to the system, so long as the ban is not discriminatorily applied.

(ALJD p. 29, LL 10-14) Respondent in its exceptions urges that Section 4.4 of its Acceptable Use Policy is lawful even under *Purple Communications*. (R. Br. 20)

Section 4.4 prohibiting employee access to information transmitted from, received, printed from or stored on Respondent's information systems is overbroad and violates Section 8(a)(1) under *Purple Communications*, as the ALJ found, and under preceding law. Respondent simply gets it wrong when it insists that an employer consistent with *Purple Communications* and prior Board law could prevent employees from viewing and sharing information about their wages, benefits and working conditions that "employees themselves are not authorized to access." (R. Br. 21) Section 7 of the Act does not permit Respondent to claim any confidentiality or privacy interests in the wages, terms and conditions of employment of employees. Under *Purple Communications*, to the extent that Respondent's employees access and use Respondent's e-mail systems it could not prevent employees from sharing with employees and union representatives information from e-mails merely because such information came from e-mails transmitted by, received from, printed from or stored in e-mail systems. *Purple Communications* protects the rights of employees here to share e-mails they have access to, such as e-mails directed to them or employees in general containing work policies and terms and conditions of employment, with other employees or union representatives who wish to assist employees in exercising Section 7 rights.

Respondent's contention that the personal use provision in Section 3.2 makes the prohibition in Section 4.4 lawful because it permits incidental and infrequent personal use is misconceived. Section 3.2 of Respondent's Acceptable Use Policy does in fact permit employees incidental and infrequent personal use of information

resources so long as it does not interfere with legitimate business purposes. (Jt. Exh. 6) Use of information technology resources for statutorily protected union activity is not synonymous with personal use. Respondent manifestly has a right to condition or deny employees all personal use of its information technology resources. There is no such right with respect to statutory rights in the workplace. Moreover, there is no evidence that the personal use provision has ever been interpreted by Respondent, communicated to employees or understood by employees as safeguarding their right to use the e-mail and other resources and devices for protected Section 7 activities. Even prior to *Purple Communications* it would be difficult to countenance permitting an employer to prohibit an employee from accessing or sharing a work policy with employees, a union representative, or even a Board agent, nor would discipline issued to employees for such conduct be permitted to stand.

Furthermore, to the extent that Section 4.4 of the Acceptable Use Policy directs employees to obtain prior written approval from Respondent's representatives prior to the sharing of information on terms and conditions of employment that may have come through Respondent's information technology resources, that is an unlawful fetter on the exercise of Section 7 rights. Employees may not be required to first seek permission prior to exercising their Section 7 rights. *McDonnell Douglas Corp.*, 240 NLRB 794, 802 (1979).

The ALJ properly concluded that Section 4.4 of Respondent's Acceptable Use Policy is overbroad and violates Section 8(a)(1).

B. The ALJ Properly Found that Respondent's Code of Business Conduct's Commitment to Integrity Provision is Overbroad and Violates Section 8(a)(1) (Exceptions 7-11)

Respondent's Code of Business Conduct Commitment to Integrity provision lists 17 conduct that are violations of expectations for employees and unacceptable conduct.

The bullet point list of unacceptable conduct includes:

Arguing or fighting with co-workers, subordinates or supervisors; failing to treat others with respect; or failing to demonstrate appropriate teamwork. (Jt. Exh. 2, p. 13)

Respondent takes exception to the ALJ's findings and conclusions on this rule, contending it does no more than encourage civility and teamwork in the workplace. (R. Br. 7) In finding this Commitment to Integrity provision ambiguous and unlawfully overbroad, the ALJ properly subjected it to a *Lutheran Heritage* analysis. The ALJ appropriately concluded that employees would reasonably interpret the rule to prohibit heated discussion and arguments about terms and conditions of employment, arguments for or against union representation, or other protected subjects under Section 7. (ALJD p. 30, LL 26-30) On a plain reading of the rule's language, this was the only conclusion open to the ALJ. Respondent on exceptions, nevertheless, urges that the ALJ took the rule out of context and erred in finding the rule ambiguous, overbroad and unlawful because the rule's intent is to have employees treat each other with respect, work together as a team, and this does not interfere with employee Section 7 rights. (R. Br. 6) Respondent further urges that the ALJ took the rule out of context because the provision is but one of 17 rules in the Commitment to Integrity section of the Code of Business Conduct. (R. Br. 9; Jt. Exh. 2, p. 13)

Respondent's Commitment to Integrity rule cannot be saved by good intentions but must pass muster under *Lutheran Heritage*, supra. It cannot be disputed that an employer has a right to foster collegiality and teamwork in the workplace. But this must be done not inconsistent with employee Section 7 rights. An employer's weighty

interests in decorum and cooperation in the workplace can be accommodated with work rules that do not elide employee Section 7 rights. Many employers have such rules. That the provision on arguing and fighting is nestled within other rules that are not unlawful is irrelevant if employees would reasonably construe the provision to restrict Section 7 activities. Indeed, the context here is that the ALJ also found unlawful a Commitment to Integrity provision prohibiting employees from making “detrimental comments”³ It is incorrect to suggest as Respondent does that the 17 rules listed in the Commitment to Integrity provision were otherwise lawful except for the prohibition on arguing and fighting. If a provision is unlawfully overbroad on its own, it cannot be saved because it is buffeted by other lawful provisions.

Respondent’s contention that the ALJ misapplied *Lutheran Heritage* by mischaracterizing the inquiry as “could” rather than “would” employees construe the rule to reach Section 7 activity is a distinction without a difference. Employees would assuredly reasonably construe a rule prohibiting “arguing” or “fighting” with co-workers or supervisors, failing to treat others with respect and failing to demonstrate appropriate teamwork to apply to Section 7 rights. There is little interpretation to be done here to establish that this rule would reasonably be seen by employees to interfere with Section 7 rights. Prohibition of arguing in the workplace is not dissimilar to conduct rules subjecting employees to discipline for “inability or unwillingness to work harmoniously with other employees,” which the Board found too imprecise and reasonably seen by employees as directed to disagreement or conflict amongst employees and employees and management, including interactions protected by Section 7. *2 Sisters Group, Inc.*,

³ The Commitment to Integrity item found unlawful by the ALJ made unacceptable “Making slanderous or detrimental comments about the Company, its customers, the Company’s products or services, or Company employees.” (ALJD p. 30, LL 12-14; Jt. Exh.2, p. 13)

357 NLRB No. 168 (2011). Cf. *The Roomstore*, 357 NLRB No. 143 (2011) (finding unlawfully overbroad work rule prohibiting confrontations on the floor and any negative energy and attitudes). See also, *Flamingo Hilton-Laughlin*, 330 NLRB 287, 295 (1999) (rule prohibiting using loud, abusive or foul language found overbroad). Respondent's no argument rule is also overbroad with respect to arguments that may occur between employees and supervisors relating to terms of employment and working conditions. See for e.g., *Plaza Auto Center, Inc.*, 355 NLRB No. 85 (2010) (profane outburst in a meeting with management over wage policies); *Fatah Manufacturing Company, Inc.*, 202 NLRB 666 (1973) (employee's refusal to lower voice in meeting did not lose Act's protection).

"Arguing" or "fighting" about terms and conditions of employment are rights embedded in Section 7. There is no way to test unionization in a workplace without vigorous argument and debate. In fact, an employer's response to a union organizing campaign, which can be combative and trenchant, may itself invite argument in a workplace. There is hardly a way for employees to engage in protected activities like strikes and picketing activity without argument or rancor. For example, an essential attribute of picketing is a confrontation in some form between union members and employees, customers, or suppliers who are trying to enter upon an employer's premises. *Chicago Typographical Union No. 16*, 151 NLRB 1666, 1669 (1965), quoting *NLRB v. United Furniture Workers*, 337 F.2d 936, 940 (2nd Cir. 1964). Every invitation to employees to engage in protected concerted activity is potentially an invitation to a legally protected argument in the workplace, and in Respondent's workplace here engaging in unacceptable conduct could bring discipline up to summary discharge.

“Fighting” by fisticuffs in the workplace is always unacceptable. “Fighting” in common usage also includes “an argument or quarrel,” “verbal disagreement,” and “to argue in an angry way.” See *Merriam-Webster’s Online Dictionary*. In Respondent’s rule here “fighting” is used as a synonym for “arguing” and in the context of non-physical confrontation because fighting in a physical sense would make no sense in a rule that seeks to foster respect and “appropriate teamwork.” A prohibition on physical confrontation in the workplace needs no explication or reference to respect or teamwork.

Respondent’s rule here on fighting and arguing is also infirm particularly as applied to supervisors in the workplace. It would be difficult, for example, for a shop steward to aggressively press a grievance in the workplace with supervisors in the face of a rule as the one here that would require a steward to be demure and deferential. In line with this, the Board has found a rule prohibiting “disrespectful,” “negative,” “inappropriate,” or “rude” conduct without sufficient clarification or context to be overbroad and unlawful under Section 8(a)(1). See, *Casino San Pablo*, 361 NLRB No. 148, slip op. at 3 (Dec. 16, 2014). Respondent’s arguing and fighting rule is broadly comparable to the conduct at issue in *Casino San Pablo* as arguing and fighting with supervisors invariably will be deemed by an employer as conduct that is disrespectful, negative, inappropriate or rude. As the ALJ found, Respondent’s rule is devoid of any context to alert employees to conduct Respondent forbids.

Respondent’s contention that the language of the Commitment to Integrity section is somehow insulated from scrutiny because it focuses on conduct related to employee business dealings on behalf of Respondent and not protected activities under

the Act is unavailing. (R. Br. 10, 12) The distinction Respondent draws finds no support in Board law. Employee Section 7 rights in the workplace and lawfulness of rules do not turn on an employer's arbitrary classification that seeks to put a whole swath of work rules affecting employees beyond scrutiny. Even rules focused on an employer's business dealings with customers have a significant impact on employee terms and conditions of employment in the workplace.

Respondent's attempt to equate the prohibition on arguing and fighting, refusing to show respect and failing to exhibit appropriate teamwork with other unacceptable conduct in the Commitment to Integrity provision cannot save the rule. Respondent contends the arguing and fighting rule is no different than other listed prohibitions in the rule such as theft, falsification of records, and job-related criminal misconduct.⁴ (R. Br. 10) This is simply not the case at all because these other conduct are invariably wrong, unethical, and even suggestive of turpitude and criminality. Section 7 will not protect employees who engage in such conduct, and the Board has never adjudged rules prohibiting such rank misconduct as unlawful. There is a difference between the arguing and fighting rule the ALJ found unlawful and other listed unacceptable conduct.

There is no language in the arguing, fighting, respect and teamwork rule that suggests a narrower interpretation and alerts employees that they are free to engage in Section 7 activities notwithstanding the rule. (R. Br. 10) Ambiguity is construed against the employer who promulgated the rule. *Lafayette Park Hotel*, 326 NLRB at 828. Accord: *Ark Las Vegas Restaurant*, 343 NLRB 1281, 1282 (2004). Clarification or a

⁴ The lengthy, not exhaustive list of unacceptable conduct includes removal of company property from the premises without permission, unauthorized use or operation of company equipment or vehicles, sleeping during work hours, failure to follow proper record keeping procedures, and willfully or neglectfully destroying, and damaging or defacing company property.

narrower reading of an ambiguous or overbroad rule must be effectively communicated to employees to save a work rule. *Laidlaw Transit, Inc.*, 315 NLRB 79, 83 (1994). While Respondent on brief seeks to now explain its ambiguous and overly broad rule by insisting it applies to “screaming matches” that are “disruptive” of work, that narrower reading was never explained to employees.⁵ *First Transit*, 360 NLRB No. 72, slip op. at 3 (2014), cited by Respondent, is not compelling for the point Respondent cites it. The Board in *First Transit* ruled that a personal conduct rule prohibiting “uncivil” and “insulting” language was not overbroad because employees would read the rule as requiring employees to comport themselves with “general notions of civility and decorum.” *Id.* In contrast, a fair reading of the fighting and arguing provision here makes clear that it cannot be reasonably read as merely seeking to foster civility and decorum. So, arguing with a co-worker or a supervisor or “fighting” in the broader sense do not necessarily mean uncivil conduct or insulting conduct. One may argue, dispute and contest and yet remain civil and decorous.

As the ALJ rightly found, “failing to treat others with respect” or failing to demonstrate “appropriate teamwork” in the Commitment to Integrity rule appear context free in the rule. (ALJD p. 30, LL 30-32) The clear import of this rule is that arguing or fighting, which are protected in the workplace, are inimical to respect and teamwork, traits Respondent deems essential. The requirement to demonstrate appropriate teamwork and treat others with respect is inseparable from the unlawful prohibition on arguing and fighting. The latter clause on respect and teamwork must be interpreted in the context of the introductory language. See, *First Transit*, *supra*. Here, the

⁵ Those limiting or explanatory words appear no where in the rule. As it were, Respondent has done more to explain its rules in its brief than it has ever done to explain it to its employees.

requirement of “appropriate teamwork” and “showing respect” only compound the ambiguity in the prohibition on arguing and fighting. The term “appropriate team work” is singularly ambiguous in the context here. Respondent’s explanation now in its brief that the requirement of respect and teamwork is aimed at lack of cooperation and disruptive behavior comes rather late and is of no value to employees who must work within the rules. (R. Br. 13) Moreover, there is a need to be especially careful in interpreting work rules that require employees to demonstrate teamwork. A failure to exhibit proper “teamwork” or be a “team player” can be code for antiunion sentiment in the workplace. See, *Vencor Hosp.-Los Angeles*, 324 NLRB 234, 249 (1997) (negative attitude and failure to work as a “team player” found to be reference to employee’s union activities and evidence of antiunion animus motivating discharge); *Northeast Iowa Telephone Co.*, 346 NLRB 465, 474 (2006) (accusing employee of not being a “team player” may in some circumstances amount to threat of reprisal); *T & J Trucking Co.*, 316 NLRB 771 (1995) (employee willing to divulge union activities of other employees to management referred to as “team player” and an employee who would not be considered not a “team player”).

A work rule as expansive as the one here, making it unacceptable to argue or fight and requiring employees to show respect and demonstrate “appropriate teamwork”, is excessively broad and fails to define the area of permissible conduct in a way a reasonable employee will understand and be put on notice of what is acceptable. This is precisely what the ALJ found. A rule such as this is the kind of rule that will naturally have a tendency to cause employees to refrain from engaging in protected

activities rather than taking the risk falling into violation of work rules. See *GHR Energy Corp.*, 294 NLRB 1011, 1030 (1989), *affd.* 924 F.2d 1055 (5th Cir. 1991).

The ALJ's decision finding Respondent's Code of Business Conduct Commitment to Integrity provision Overbroad should be affirmed.

IV. CONCLUSION

Counsel for the General Counsel respectfully moves the Board to affirm Administrative Law Judge Dibble's rulings, findings, conclusions, and recommended Order with respect to all arguments and matters raised in Respondent's exceptions.

Dated at Saint Louis, Missouri this 6th day of May, 2015.

Respectfully submitted,



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CERTIFICATE OF SERVICE

Pursuant to the National Labor Relations Board's Rules and Regulations, Section 102.114, a true and correct copy of the foregoing Counsel for The General Counsel's Answering Brief To Respondent's Exceptions was e-filed with the Office of Executive Secretary/Board and served via electronic mail on this 6th day of May 2015, on the following parties:

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