



UNITED STATES GOVERNMENT

NATIONAL LABOR RELATIONS BOARD

OFFICE OF THE GENERAL COUNSEL

Washington, D.C. 20570

December 9, 2016

Molly Dwyer, Clerk of Court
U.S. Court of Appeals for the Ninth Circuit
P.O. Box 193939
San Francisco, CA 94119-3939

Re: *NLRB v. Charter Communications, LLC*,
Board Nos. 31-CA-150248, 31-CA-155081, 31-
CA-159811, 31-CA-159812, 31-CA-159815, 31-
CA-161408, 31-CA-171487 and 31-CA-177176

Dear Ms. Dwyer:

I am enclosing an application of the National Labor Relations Board for enforcement of its order in this case, and a proposed judgment. Respondent expressly consented to the entry of this judgment in a stipulation contained in the record. I am also transmitting the certified record, including the order and the underlying stipulation.

Please serve a copy of the application on Respondent, whose addresses appear on the service list. I have served a copy of the Board's application and proposed judgment on each party admitted to participate in the Board proceedings, and their names and addresses also appear on the service list.

I am counsel of record for the Board, and all correspondence should be addressed to me. I would appreciate your furnishing the Board's Regional Director, whose name and address also appear on the service list, with a copy of all correspondence the Court sends to counsel in this case, and a copy of the judgment issued.

Very truly yours,

/s/ Linda Dreeben

Linda Dreeben
Deputy Associate General Counsel
NATIONAL LABOR RELATIONS BOARD
1015 Half Street, S.E.
Washington, D.C. 20570
(202) 273-2960

cc & documents to: Service List

SERVICE LIST

OF COUNSEL

PARTIES

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COPY TO:

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UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD :
 : No.
 Petitioner :
 v. : Board Case Nos.:
 : 31-CA-150248, 31-CA-155081,
 CHARTER COMMUNICATIONS, LLC : 31-CA-159811, 31-CA-159812,
 : 31-CA-159815, 31-CA-161408,
 Respondent : 31-CA-171487, 31-CA-177176

APPLICATION FOR ENFORCEMENT OF AN ORDER
OF THE NATIONAL LABOR RELATIONS BOARD
UPON STIPULATION OF THE PARTIES FOR CONSENT JUDGMENT

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board (the “Board”), pursuant to Section 10(e) of the National Labor Relations Act, as amended (29 U.S.C. §§ 151, 160(e)), applies to this Court for enforcement of its order against Charter Communications, LLC (“Respondent”), issued in Board Case Nos. 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, 31-CA-161408, 31-CA-171487 and 31-CA-177176, on November 21, 2016. The Board is entitled to enforcement because Respondent has expressly consented to entry of this judgment in a stipulation that Respondent entered into during the proceedings before the Board. In support, the Board shows:

A. Jurisdiction of this Court

This Court has jurisdiction over this application under Section 10(e) of the Act

(29 U.S.C. § 160(e)). Venue is proper in this Circuit because the activities giving rise to this proceeding occurred in California. The Board’s final order issued on November 21, 2016.

**B. The Respondent Entered into a Stipulation
Providing for Entry of an Order by the
Board and a Consent Judgment by the Court**

1. The Board entered an order against Respondent pursuant to a stipulation authorizing the Board to enter an order embodying its terms. The Board’s order does not vary from those terms.

2. Paragraph VII of the stipulation authorized the Board to apply to an appropriate U.S. Court of Appeals for a judgment enforcing the Board’s order, and provided that Respondent “waives all defenses to the entry of the judgment”

3. In support of this application, the Board is certifying and filing with this Court the record of proceedings before the Board, including the pleadings, stipulation, findings of fact, and order of the Board.

WHEREFORE, the Board respectfully requests that the Court, after serving a copy of this application upon Respondent, enter a consent judgment enforcing the Board’s order in full. A copy of the proposed consent judgment is attached.

/s/ Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

Dated in Washington, D.C.
this 9th day of December, 2016

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD :
 : No.
 Petitioner :
 v. : Board Case Nos.:
 : 31-CA-150248, 31-CA-155081,
 CHARTER COMMUNICATIONS, LLC : 31-CA-159811, 31-CA-159812,
 : 31-CA-159815, 31-CA-161408,
 Respondent : 31-CA-171487, 31-CA-177176

JUDGMENT

THIS CAUSE was submitted upon the application of the National Labor Relations Board for the enforcement of a certain order on consent issued by it against Respondent, Charter Communications, LLC, their officers, agents, successors, and assigns, on November 21, 2016, in Board Case Nos. 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, 31-CA-161408, 31-CA-171487 and 31-CA-177176; and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Ninth Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Respondent, Charter Communications, LLC, their officers, agents, successors, and assigns, shall abide by and perform the directions of the Board set forth in its order. (See Attached Order and Notice)

Endorsed, Judgment Filed and Entered

/s/ Molly Dwyer
Molly Dwyer
Clerk

NATIONAL LABOR RELATIONS BOARD

v.

CHARTER COMMUNICATIONS, LLC

ORDER

Charter Communications, LLC, San Luis Obispo, California, its officers, agents, successors and assigns shall:

1. Cease and desist from
 - (a) Promising employees a wage increase to encourage them to sign a petition to decertify the International Brotherhood of Electrical Workers, Local 639 (“the Union”).
 - (b) Unlawfully encouraging employees to sign a petition to decertify the Union.
 - (c) Telling employees they would have received a wage increase if they had not voted for union representation.
 - (d) Asking employees about their union sentiments.
 - (e) Telling employees that job candidates will not be interviewed unless they are anti-Union.
 - (f) Telling employees they are ineligible to participate in the Charter Reward and Recognition Program because they are represented by the Union.
 - (g) Unlawfully withdrawing recognition from the Union or unlawfully refusing to recognize and bargain with the Union as unit employees’ bargaining representative.
 - (h) Refusing to meet and bargain in good faith with the Union about any proposed changes in wages, hours, and working conditions before putting such changes into effect.
 - (i) Unilaterally implementing changes to employees’ wages without providing the Union notice and an opportunity to bargain.
 - (j) Unilaterally implementing a new System Tech scorecard to the extent that the System Tech scorecard affects wages, hours, and working

conditions without providing the Union notice and an opportunity to bargain.

- (k) Bypassing the Union and dealing directly with employees by holding 4/10 Alternative Work Schedule meetings or election.
 - (l) Announcing unilateral changes to employees' start times and schedules if employees do not vote for a 4/10 Alternative Work Schedule without providing the Union notice and an opportunity to bargain.
 - (m) Issuing discipline to employees without advising the Union and giving the Union an opportunity to bargain.
 - (n) Announcing a new policy regarding how employees may request paid time off without giving the Union notice and an opportunity to bargain.
 - (o) Disciplining employees because of their Union membership or support.
 - (p) Telling employees that they do not have to comply with Board-issued subpoenas and they can choose whether to testify at Board proceedings.
 - (q) In any other like or related manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Within 14 days from the date of the Board's Order, recognize and bargain with the Union as the unit's representative concerning wages, hours, and working conditions. If a full agreement is reached with the Union, sign a document containing that agreement. The parties acknowledge that the Respondent has already recognized and offered to bargain with the Union pursuant to the Court Order.
 - (b) Within 14 days from the date of the Board's Order, remove from the Respondent's files all references to the September 10, 2015 final written warning of Scott McKinney, and within 3 days thereafter, notify Scott McKinney, in writing, that this was done and that the discipline will not be used against him in any way.
 - (c) If requested by the Union within 14 days from the date of the Board's Order, rescind any or all changes to the unit's terms and conditions of

employment that the Respondent made without bargaining with the Union, including wage increases, weekend shift differential pay, standby pay, and implementation of the System Tech scorecards (as they affect wages, hours, and working conditions).

- (d) Within 14 days from the date of the Board's Order, post at the Respondent's San Luis Obispo, California facility, copies of the attached Notice marked Appendix A. Copies of the Notice, on forms provided by Region 31, after being signed by the Respondent's authorized representative, shall be posted for a period of sixty (60) days, in prominent places, including the bulletin board in the Technical Operations Building in the Technical Operations Room and all other places where notices to its unit employees are normally posted. The Respondent will take reasonable steps to ensure that the Notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent goes out of business or closes the San Luis Obispo facility involved in these proceedings prior to the Respondent's full compliance with the 60 day posting period above, the Respondent shall duplicate and mail, at its own expense, a copy of the Notice to all current and former employees employed by the Respondent at the San Luis Obispo, California facility at any time since November 2014.
- (e) Within 14 days from the date of the Board's Order, email a copy of the attached Notice marked Appendix A to all employees who work at its San Luis Obispo, California facility. The message of the email transmitted with the Notice shall state: "We are distributing the attached Notice to Employees to you pursuant to a Board Order in Cases 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, 31-CA-161408, 31-CA-171487, and 31-CA-177176." The Respondent will forward a copy of that email, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at Danielle.Pierce@nlrb.gov.
- (f) Within 14 days from the date of the Board's Order, post a copy of the attached Notice marked Appendix A on its intranet and keep it continuously posted there for 60 consecutive days from the date it is originally posted. The Respondent will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting, and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

- (g) Within 21 days from the date of the Board's Order, file with the Regional Director of Region 31, a sworn affidavit from a responsible official of the Respondent setting forth with specificity the manner in which the Respondent has complied with the terms of the Board's Order, including how, when, and where it posted the documents required by the Order.

EXTENSION OF CERTIFICATION YEAR. On resumption of bargaining, including any bargaining under the Court Order, the Union's status as the exclusive collective-bargaining representative of the unit shall be extended for 8 months thereafter, as if the initial year of the certification has not expired, under the principle of *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962).

APPENDIX A

NOTICE TO EMPLOYEES

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

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

WE WILL NOT promise employees a wage increase to encourage you to sign a petition to decertify the International Brotherhood of Electrical Workers, Local 639 (the Union).

WE WILL NOT encourage employees to sign a petition to decertify the Union.

WE WILL NOT tell employees they would have received a wage increase if they had not voted for union representation.

WE WILL NOT ask employees about their union sentiments.

WE WILL NOT tell employees that job candidates will not be interviewed unless they are anti-Union.

WE WILL NOT tell employees they are ineligible to participate in the Charter Reward and Recognition Program because they are represented by the Union.

WE WILL NOT discipline employees because of their Union membership or support.

WE WILL NOT tell employees that they do not have to comply with Board-issued subpoenas and that they can choose whether to testify at Board proceedings.

International Brotherhood of Electrical Workers, Local 639 (the Union) is the employees' representative in dealing with us regarding wages, hours, and other working conditions of our employees in the unit (the unit) described below:

INCLUDED: All employees employed at the employer's San Luis Obispo facility as Broadband Installers, Advanced Broadband Installers, Broadband Technicians, Broadband Technicians Senior, CB Broadband Technicians, Senior System Technicians, System Technicians I, System Technicians II, and System Technicians Lead.

EXCLUDED: All other employees, including customer service employees, engineering employees, technical operations employees, headend employees, warehouse employees, construction and construction coordinator employees, audit department employees, office and clerical employees, confidential employees, guards, and supervisors as defined in the Act, as amended.

WE WILL NOT unlawfully withdraw recognition from the Union or unlawfully refuse to recognize and bargain with the Union as your bargaining representative.

WE WILL NOT refuse to meet and bargain in good faith with the Union about any proposed changes in wages, hours, and working conditions before putting such changes into effect.

WE WILL NOT unilaterally implement changes to employees' wages without providing the Union notice and an opportunity to bargain.

WE WILL NOT unilaterally implement a new System Tech scorecard to the extent that the System Tech scorecard affects wages, hours, and working conditions without providing the Union notice and an opportunity to bargain.

WE WILL NOT bypass the Union and deal directly with employees by holding 4/10 Alternative Work Schedule meetings or election.

WE WILL NOT announce unilateral changes to employees' start times and schedules if employees do not vote for a 4/10 Alternative Work Schedule without providing the Union notice and an opportunity to bargain.

WE WILL NOT announce a new policy regarding how employees may request paid time off without giving the Union notice and an opportunity to bargain.

WE WILL NOT issue discipline to employees without advising the Union and giving the Union an opportunity to bargain.

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

WE WILL remove from our files all references to the September 10, 2015 final written warning of Scott McKinney, and **WE WILL**, within 3 days thereafter, notify Scott McKinney in writing that this was done and that the discipline will not be used against him in any way.

WE WILL recognize and bargain with the Union as your representative concerning wages, hours, and working conditions. If a full agreement is reached with the Union, we will sign a document containing that agreement.

WE WILL, if requested by the Union within 14 days of the date of the Board's Order, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union, including your wage increases, weekend shift differential pay, standby pay, and implementation of the System Tech scorecards(as they affect wages, hours, and working conditions).

CHARTER COMMUNICATIONS, LLC

The Board's decision can be found at www.nlr.gov/case/31-CA-150248 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD :
 : No.
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 : 31-CA-159815, 31-CA-161408,
 Respondent : 31-CA-171487, 31-CA-177176

CERTIFICATE OF THE NATIONAL LABOR RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, authorized by Section 102.115, Rules and Regulations of the National Labor Relations Board, Series 8 (29 C.F.R.), certifies that the documents annexed hereto constitute the entire record of a proceeding had before the Board and known upon its records as Case Nos. 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, 31-CA-161408, 31-CA-171487 and 31-CA-177176.

The attached documents are as follows:

<u>Date</u>	<u>Document Description</u>	<u>Pages</u>
11/21/2016	Decision and Order, <i>Charter Communications, LLC and International Brotherhood of Electrical Workers Local 639 and International Brotherhood of Electrical Workers Local Union 1245</i> , Case Nos. 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, 31-CA-161408, 31-CA-171487 and 31-CA-177176	9

<u>Date</u>	<u>Document Description</u>	<u>Pages</u>
09/30/2016	Formal Settlement, <i>Charter Communications, LLC and International Brotherhood of Electrical Workers Local 639 and International Brotherhood of Electrical Workers Local Union 1245</i> , Case Nos. 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, 31-CA-161408, 31-CA-171487 and 31-CA-177176 w/exhibit	47

IN TESTIMONY WHEREOF, the Executive Secretary of the National Labor Relations Board, being duly authorized, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 9th day of December, 2016.

Gary Shinnors
Executive Secretary
NATIONAL LABOR RELATIONS BOARD

(seal)

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD :
: No.
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Respondent : 31-CA-171487, 31-CA-177176

CERTIFICATE OF SERVICE

The undersigned certifies that one copy each of the Board's application for enforcement, proposed judgment, certificate of record and mediation questionnaire, in the above case, has this day been served by first class mail upon the following parties at the address listed below:

Taylor S. Ball, Esq.
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Seattle, WA 98101-3045

Bill Vedrin
Charter Communications, LLC
270 Bridge Street
San Luis Obispo, CA 93401

Henry E. Farber, Attorney
Davis Wright Tremaine LLP
777 108th Ave. NE, Ste. 2300
Bellevue, WA 98004-5149

/s/ Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

Dated in Washington, D.C.
this 9th day of December, 2016

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

CHARTER COMMUNICATIONS, LLC

Respondent

ITEMS SHOWN ON BOARD'S CERTIFICATE
OF RECORD ARE CONTAINED HEREIN