

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

FRONTIER FLORIDA, LLC

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 824, AFL-CIO**

**Cases 12-CA-215545
12-CA-221105
12-CA-223631**

DECISION AND ORDER

Statement of the Cases

On March 11, 2019, Frontier Florida, LLC (the Respondent), International Brotherhood of Electrical Workers, Local 824, AFL-CIO (the Union or Charging Party), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to Board approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The Respondent waived all further and other proceedings before the Board to which it may be entitled under the National Labor Relations Act (the Act) and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

The Respondent is Delaware corporation with a principal office and place of business in Norwalk, Connecticut, and with an office and place of business located at 610 E. Zack Street in Tampa, Florida, the only facility involved in this matter, where it has been engaged in the business of providing telecommunication products and services, including internet, television, and telephone services to business and

residential customers. In conducting its business operations during the 12-month period preceding the issuance of the Second Consolidated complaint, the Respondent derived gross revenues in excess of \$100,000, and purchased and received at its Tampa, Florida facility goods valued in excess of \$50,000 directly from points outside the State of Florida. At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization status

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

3. The bargaining unit

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

All employees of [the] Respondent in the job classifications set forth in Appendix III of the collective-bargaining agreement between [the] Respondent and the Union, excluding all personnel as defined in Section 2(11) of the Labor Management Relations Act of 1947, as amended, and, in addition, all guards, watchmen, and personnel performing confidential duties for the Respondent.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, Frontier Florida, LLC, Tampa, Florida, its officers, agents, successors, and assigns, shall at its 610 E. Zack Street facility:

1. Cease and desist from:

(a) Failing or refusing to bargain collectively in good faith with the Union by failing to provide, or by unduly delaying in providing, requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the employees in the unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Timely provide the Union with information it requests that is relevant and necessary to its role as the exclusive collective-bargaining representative of the employees in the unit.

(b) Within 14 days from the date of the Board's Order, provide the Union with the following information and inform the Union which items, if any, of the following do not exist:

1. For the time period from April 1, 2016 through December 31, 2016, the number of units sold by Sykes, and the number of those units that were Florida units.
2. For the time period from April 1, 2016 through December 31, 2016, the number of units sold by IBEX, and the number of those units that were Florida units.
3. For the time period from April 1, 2016 through December 31, 2016, the number of units sold by Clearlink, and the number of those units that were Florida units.
4. For the time period from April 1, 2016 through December 31, 2016, the number of units sold in the Tampa Res Center located at 610 E. Zack Street in Tampa, and the number of those units that were Florida units.
5. For the time period from April 1, 2016 through the end of the contract, the number of units sold by One Touch Direct, and the number of those units that were Florida units.
6. The number of agents that were taking sales and service calls in the Tampa Res Center on April 1, 2016.
7. For the time period from April 1, 2016 through December 31, 2017, of the number of units sold by Deland, Red Ventures, IBEX, Sykes, One Touch Direct, and Clearlink: a breakdown each month showing how many units were (a) voice, (b) video, (c) data, (d) F-secure, (e) rental equipment, (f) premium channels, (g) CPE (customer purchased equipment, i.e., phones, laptops, NEST products, tablets, Google hub), (h) DISH, (i) LD pics & LD plans, and (j) Inside Wire Maintenance Plans.
8. The dollar value for each type of unit described above in item 7, by month.
9. Indicate if the unit sold was new or an upgrade.

10. A list of specific job functions that were offshored beginning in January 2017.
11. From the specific job functions requested in item 10, list the job titles within the bargaining unit that were performing the same or similar job functions.
12. The names of bargaining unit employees within the following job titles on April 1, 2016, January 1, 2017, and January 1, 2018: Customer Service Sales Associate, Consumer Sales Consultant, and Account Associate.
13. The number of CZTII techs who have performed any FIOS related service orders or trouble tickets in 2017. Please provide the number of CZTII techs per division.
14. The number of Cable Splicer techs who have performed any FIOS related service orders or trouble tickets in 2017. Please provide the number of Cable Splicer techs per division.
15. The number of CZTII techs who have performed any FIOS related service orders or trouble tickets in 2018. Please provide the number of CZTII techs per division.
16. The number of Cable Splicer techs who have performed any FIOS related service orders or trouble tickets in 2018. Please provide the number of Cable Splicer techs per division.
17. The number of FIOS trained technicians the Respondent has in the Cable Splicer classification. Please provide the breakdown by division.
18. The number of FIOS trained technicians the Respondent has in the CZTII classification. Please provide the breakdown by division.

(c) Within 14 days of service by the Region, post at its 610 E. Zack Street Tampa, Florida facility, copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 12, after being signed and dated by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In addition to the physical posting of paper notices, the attached notice marked "Appendix A," after being signed and dated by the Respondent's authorized representative, shall be emailed to its employees employed at its facility located at 610 E. Zack Street, Tampa, Florida. The message of the email transmitted with the Notice

will only state, "We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 12 of the National Labor Relations Board in Cases 12-CA-215545, 12-CA-221105 and 12-CA-223631." The Respondent will electronically file a copy of that email with all recipients' email addresses with the Regional Director of Region 12 by going to www.nlr.gov and following the detailed instructions. In addition, Respondent shall distribute copies of the attached notice marked "Appendix A," after being signed and dated by the Respondent's authorized representative, to all supervisors and managers of the Respondent who are employed by the Respondent at its facility located at 610 E. Zack Street, Tampa, Florida.

In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, copies of the notice to all current employees and former employees employed by the Respondent at any time since April 4, 2018.

(d) Within 21 days after service of this order by the Region, file with the Regional Director a sworn certification by a responsible official attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., November 27, 2019.

John F. Ring, Chairman

Lauren McFerran, Member

Marvin E. Kaplan, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

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 a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT fail or refuse to bargain collectively in good faith with International Brotherhood of Electrical Workers, Local 824, AFL-CIO (the Union) by failing or refusing to provide, or unreasonably delaying in providing, the Union with requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of our employees in the following unit:

All employees of Frontier Florida, LLC (the Employer) in the job classifications set forth in Appendix III of the collective-bargaining agreement between the Employer and the Union, excluding all personnel as defined in Section 2(11) of the Labor Management Relations Act of 1947, as amended, and, in addition, all guards, watchmen, and personnel performing confidential duties for the Employer.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your above-stated rights under Section 7 of the Act.

WE WILL timely provide the Union with the information it requests that is relevant and necessary to its role as the exclusive collective-bargaining representative of our employees in the above unit.

WE WILL provide the Union with the information it requested on January 4, January 10, and April 25, 2018, to the extent that we have not already done so.

FRONTIER FLORIDA, LLC

The Board's decision can be found at www.nlr.gov/case/12-CA-215545 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.

