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Pacific Bell Telephone Company d/b/a AT&T California *and* Communications Workers of America, District 9, Local 9421. Cases 20–CA–314296 and 20–CA–318265

March 28, 2025

DECISION AND ORDER[1]

BY CHAIRMAN KAPLAN AND MEMBERS PROUTY AND WILCOX

On February 16, 2024, Administrative Law Judge Robert A. Ringler issued the attached decision. The Respondent filed exceptions and a supporting brief, the General Counsel filed an answering brief, and the Respondent filed a reply. Additionally, the Charging Party filed cross-exceptions and a supporting brief.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[2] and conclusions,[3] and to adopt the recommended Order as modified and set forth in full below.[4]

[1] Chairman Kaplan notes that, on January 27, 2025, President Trump removed Member Wilcox from her position. On March 6, 2025, the United States District Court for the District of Columbia held that Member Wilcox's removal violated Sec. 3(a) of the Act, declared her removal "null and void," and enjoined Chairman Kaplan from, *inter alia*, "in any way treating plaintiff as having been removed from office." *Wilcox v. Trump*, Case 1:25-cv-00334-BAH (Mar. 6, 2025) (dkt #34). On March 7, 2025, the Department of Justice appealed the district court's order to the United States Court of Appeals for the D.C. Circuit and, thereafter, filed a request for an immediate stay. See *Emergency Motion for Stay Pending Appeal*, *Wilcox v. Trump,* No. 25-5057 (D.C. Cir. filed Mar. 10, 2025). That request is pending as of the issuance of this decision.

[2] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

The Charging Party, the Communications Workers of America, District 9, Local 9421, filed cross-exceptions arguing, in part, that the judge erred in not clarifying that the remedy applies to the Communications Workers of America (CWA), rather than the Charging Party local that administers the collective-bargaining agreement as an agent of the CWA. Under the terms of the applicable collective-bargaining agreement, the CWA is the exclusive collective-bargaining representative of the unit, and the Respondent's bargaining obligations are with the CWA and its agents. We correct the judge's inadvertent error.

[3] We agree with the judge's conclusion that the Respondent violated Sec. 8(a)(5) and (1) of the Act by unreasonably delaying furnishing the Union with information it requested on December 6, 2022. In doing so, we emphasize that a 6-month delay was unreasonable under the circumstances. See *General Drivers, Warehousemen & Helpers Local Union No. 89*, 365 NLRB 1605, 1606 (2017) (setting forth factors that the Board considers in assessing whether delay is unreasonable). The information, which was requested in connection with a grievance regarding an employee's discipline, was not complex, extensive, or otherwise difficult to obtain. The information sought—including documents regarding the grievant's employment, the investigation of the precipitating incident, and prior investigations of similar incidents—was typical of requests for information regarding discipline, which the Board has found not to be complex or hard to obtain. See, e.g., *Postal Service*, 371 NLRB No. 7, slip op. at 2 (2021). Although the parties communicated reasons for some of the delay, such as extended vacations, the Respondent never provided clear reasons to the Union justifying the entirety of the delay, nor did it provide such evidence at the hearing. See *Woodland Clinic*, 331 NLRB 735, 737 (2000) (finding that the employer's approximately 7-week delay in providing requested information was unlawful where it did not provide evidence justifying the delay).

On exception, the Respondent contends that the judge erred by relying in part on the parties' collective-bargaining agreement to find that its response was unreasonably delayed. Specifically, the Respondent argues that, because the judge's "apparent conclusion is inextricably intertwined with the [Respondent's] alleged contract violations, the charges should have been deferred" under *Collyer Insulated Wire*, 192 NLRB 837 (1971). We find it unnecessary to reach the issue of deferral, however, because we are not relying on the judge's interpretation of the parties' collective-bargaining agreement as part of our rationale for finding that the Respondent's response was unreasonably delayed.

Members Prouty and Wilcox observe that, in any event, the Board has long adhered to a policy of refusing to defer information-request allegations. See, e.g., *Jack Cooper Holdings d/b/a Jack Cooper Transport Co.*, 365 NLRB 1793, 1794–1795 (2017). Members Prouty and Wilcox also note that the Respondent failed to raise deferral as an affirmative defense in its answer to the complaint and failed to raise the issue subsequently at the hearing or in its brief to the judge, and the Respondent therefore waived that argument. See *Yorkaire, Inc.*, 297 NLRB 401 (1989), enfd. 922 F.2d 832 (3d Cir. 1990). See also *Airo Die Casting, Inc.,* 354 NLRB 92, 92 fn. 5 (2009); *SBC Midwest,* 346 NLRB 62, 64 fn. 8 (2005).

Chairman Kaplan notes that because the Board is expressly finding that we are not reaching the issue of deferral because we are not relying on the parties' contract, he sees no reason to comment on the Board's deferral policy here. But, in light of his colleagues' observations, Chairman Kaplan notes that he would be open to reconsidering, in a future appropriate case, the Board's current policy of refusing to defer in information request cases.

With regard to the Respondent's position that its response was timely, we find that *TDY Industries, LLC d/b/a ATI Specialty Alloys & Components, Millersburg Operations*, 369 NLRB No. 128 (2020), cited by the Respondent, does not support its position. There, the Board held that the respondent did not unreasonably delay providing requested information relating to the qualifications of a newly hired employee where the respondent immediately asserted confidentiality concerns about disclosing the employee's application and interview materials, the respondent sought a discussion about the union's need for some of the requested information, and the respondent promptly provided responsive information that did not raise those concerns. Id., slip op. at 3. Here, by contrast, the Respondent did not proactively assert its confidentiality concerns, seek an accommodation, or make a similar effort to timely provide the information that did not raise any confidentiality concerns.

We find it unnecessary to pass on whether the Respondent also violated Sec. 8(a)(5) and (1) by unreasonably delaying its response to the Union's January 24, 2023 request for information because doing so would not affect the remedy.

AMENDED CONCLUSION OF LAW

Substitute the following for Conclusion of Law 4:

"Pac-Bell violated Section 8(a)(5) and (1) by unreasonably delaying the completion of its responses to the Union's December 6, 2022 request for information, which sought relevant grievance-handling information."

ORDER

The National Labor Relations Board orders that the Respondent, Pacific Bell Telephone Company d/b/a AT&T California, San Francisco, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with the Communications Workers of America (the Union) by unreasonably delaying in furnishing it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

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

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

(a) Post at its facilities in Sacramento, California, copies of the attached notice marked "Appendix."[5] Copies of the notice, on forms provided by the Regional Director for Region 20, after being signed 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. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facilities 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 December 6, 2022.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 20 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. March 28, 2025

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Marvin E. Kaplan, Chairman

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David M. Prouty, Member

[4] We have amended the judge's Conclusions of Law consistent with our findings herein. We have also amended the judge's remedy and modified the judge's recommended Order to remove the requirement that the Respondent grant Board agents access to the Respondent's facilities to monitor compliance with the notice-posting requirement. The Board has declined to include such provisions in remedial orders absent an extended notice period or other unusual circumstances that require monitoring the Respondent's compliance. See, e.g., *Spike Entertainment, Inc.*, 373 NLRB No. 41, slip op. at 14 (2024).

The Charging Party requests that the Board: require the Respondent to post the notice for a period equal to the time between when the violation occurred and when the notice is posted; pay employees who are not working for the time taken to read the notice and the Board's decision; and grant employees 4 hours to read, understand, and discuss the decision on work time. The Charging Party further requests that the Board order the notice be read aloud and that the Charging Party be allowed to videotape the notice reading. We deny these requests because the Charging Party has not shown that these additional measures are needed to remedy the effects of the Respondent's unfair labor practice. Member Prouty would order a notice reading and distribution of the notice at the reading for the reasons stated in his concurrence in *CP Anchorage Hotel 2 d/b/a Hilton Anchorage*, 371 NLRB No. 151 (2022), enfd. 98 F.4th 314 (D.C. Cir. 2024).

We shall modify the judge's recommended Order to conform to the amended remedy, the Board's standard remedial language, and in accordance with our decision in *Paragon Systems, Inc.*, 371 NLRB No. 104 (2022). Chairman Kaplan acknowledges and applies *Paragon Systems* as Board precedent, although he expressed disagreement there with the Board's approach and would have adhered to the position the Board adopted in *Danbury Ambulance Service, Inc.*, 369 NLRB No. 68 (2020). We shall substitute a new notice to conform to the Order as modified.

[5] If the facilities involved in these proceedings are open and staffed by a substantial complement of employees, the notice must be posted within 14 days after service by the Region. If the facilities involved in these proceedings are closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted within 14 days after the facilities reopen and a substantial complement of employees have returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, the Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]." If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

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Gwynne A. Wilcox, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

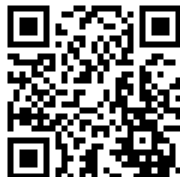
Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with the Communications Workers of America (the Union) by unreasonably delaying in furnishing it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

The Board's decision can be found at https://www.nlrb.gov/case/20-CA-314296 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.



Matthew C. Peterson, Esq., for the General Counsel.
Michael G. Pedhirney, Esq. (Littler Mendelson P.C.), for the Respondent.
David A. Rosenfeld, Esq. (Weinberg, Roger & Rosenfeld, P.C.), for the Charging Party.

DECISION

STATEMENT OF THE CASE

ROBERT A. RINGLER, Administrative Law Judge**.** This hearing was held via Zoom on October 30, 2023. The complaint alleged that the Pacific Bell Telephone Company (Pac-Bell or the Respondent) violated §8(a)(1) and (5) of the National Labor Relations Act (the Act), when it unreasonably delayed its response to grievance-related information requests from the Communications Workers of America (the Union). The complaint has merit. On the record, I make the following

FINDINGS OF FACT[1]

I. JURISDICTION

Pac-Bell, a corporation, provides telephone services in California. Annually, it derives gross revenues in excess of $100,000 and purchases and receives goods exceeding $5000 directly from points outside of California. It, thus, engages in commerce under §2(2), (6), and (7) of the Act. The Union is also a §2(5) labor organization. The Board, accordingly, has jurisdiction over this matter.

II. UNFAIR LABOR PRACTICES

A. Background

Pac-Bell and the Union have been parties to several consecutive contracts, including their most recent agreement, which runs from April 2020 to April 2024 (the CBA). (Jt. Exh. 1.) The CBA covers the following appropriate collective-bargaining unit (the unit):

> All accounting associates, analysts, antenna technicians, assignment administrators, building mechanics, building specialists, cable locators, collectors,
> combination technicians (Nevada only), company telecommunications technicians, customer service associates, data administrators, data specialists, drivers, engineering administrators, engineering assistants, engineering cost associates, ENOC technicians, equipment installation technicians, equipment specialists, facilities administrators, facilities technicians, FACS administrators, field job administrators, facilities specialists, facilities technicians, FACS administrators, field job administrators, garage attendants, garage mechanics, human resources operations associates, maintenance administrators, maintenance administrators bilingual, maintenance notification associates (PBIS MNG only), medical assistants, messengers (motorized), network maintenance specialists, operations administrators, operations specialists, outside plant technicians, RCMA
> administrators, reports associates, services specialists, services

[1] Unless otherwise stated, factual findings arise from joint exhibits, stipulations, and undisputed evidence.

> technicians, splicing technicians, staff associates, supervisor's assistants, supply specialists (Nevada only), systems technicians, systems technicians—data communications, testing technicians, associate field service representatives, field service representatives, and senior field service representatives employed by Respondent in California and/or Nevada, excluding all other employees, guards and supervisors as defined in the Act.

(Jt. Exh. 1.) The CBA has a grievance procedure, which manages the parties' dispute resolution process and legislates a turnaround time for connected information requests. (Id. at Art. 7, §7.05 E(1)(b)("[m]anagement will provide the Union with any information . . . used as a basis for the grieved action no later than ten (10) calendar days following presentation of the grievance.")).

B. Request For Information Connected To Grievance 1 (RFI 1)

RFI 1 flowed from the Union's prosecution of Grievance 1, which alleged that Pac-Bell violated the CBA by disciplining Grievant 1. (Jt. Exh. 2.) On November 11, 2022,[2] employee "FW" complained to Manager Ivanne Chaney that employee Grievant 1 verbally assaulted her and accused her of failing to comply with a workplace accommodation covering Grievant 1's noise sensitivity issues.[3] (Jt. Exh. 6.) At that point, the Union believed that Grievant 1 had received a *Written Documentation* for her role in this altercation, which it investigated and challenged through the CBA's grievance procedure and its connected information request.

On December 6, the Union filed Grievance 1, which alleged that Pac-Bell violated the CBA by issuing Grievant 1 an unjust *Written Documentation*. (Jt. Exh. 2.) The Union simultaneously tendered RFI 1, which sought the following data "within ten (10) calendar days":

> 1. Investigation report pertaining to this incident
> 2. . . . [D]ocumentation between management and HR/ advisors
> 3. . . . [D]ocumentation/ statements provided by the employees involved ….
> 4. Employee's pocket file
> 5. Employee's work accommodation
> 6. . . . [D]ocumentation recorded on employee's file ….
> 8. Last 5 investigations of … of similar nature and actions taken ….

(Id.)

Secretary-Treasurer Macias stated that Grievant 1 could only work in a noise-controlled environment, and that Pac-Bell was under an ongoing obligation to accommodate this limitation. He explained that Grievance 1 flowed from Pac-Bell's ongoing failure to the control noise levels in her department, which prompted the altercation at issue. He explained the relevance of the different portions of RFI 1; his testimony and Pac-Bell's piecemeal replies are set out below:

[2] All dates are in 2022, unless otherwise stated.

[3] The identities of unit employees Grievant 1 and FW were not disclosed at the hearing.

RFI 1	**Relevance**	**Pac-Bell's Reply**
¶1: "Investigation report"	Macias said that this report would allow the Union to gauge if Pac-Bell failed to grant Grievant 1's accommodation.	On February 27, 2023 (i.e., 3 months later), Pac-Bell provided FW's written statement and confirmed that no "investigation report" was created. (JT. Exh. 6).
¶2: "[D]ocumentation between management and HR/ advisors"	Macias wanted this data to investigate and support the Union's allegations under Grievance 1.	On June 12, 2023, Pac-Bell provided, inter alia, a December 2022 email describing a coaching meeting with Grievant 1, Chaney's talking points for this meeting and various emails. (JT Exh. 15).
¶3: "[S]tatements … by … employees involved"	Same rationale.	On February 27, 2023, Pac-Bell provided FW's statement and noted that Grievant 1 did not provide a statement. (JT Exh. 6). On June 4, it provided emails from Chaney and an employee witness. (JT Exh. 13).
¶4: "Employee's pocket file"	Same rationale.	On March 10, 2023, Pac-Bell provided her pocket file. (JT Exh. 8).
¶5: "Employee's work accommodation"	Same rationale.	On January 5, 2023, Pac-Bell sought clarification. (JT. Exh. 3). On January 18, the Union clarified that it was seeking Grievant 1's reasonable accommodation. (Id.). On February 27, Pac-Bell denied that Grievant 1 had a workplace accommodation. (JT Exh. 6).
¶6: "[D]ocumentation recorded on employee's file …."	Same rationale.	On January 5, 2023, Pac-Bell sought clarification. (JT. Exh. 3). On January 18, the Union replied that it wanted to see Grievant 1's discipline. (Id.) On February 27, Pac-Bell provided a "YouDocs" screenshot, which was responsive. (JT Exh. 6).
¶8: "Last 5 investigations … of … similar nature and actions taken against those employees."	Same rationale, including potential evidence of disparate treatment.	On January 5, 2023, Pac-Bell sought clarification. (JT. Exh. 3). On January 18, Macias repeated that he sought disparate treatment evidence. (Id.). On February 27, Pac-Bell replied that "no such information exists." (JT Exh. 6).

Manager Chaney testified that Pac-Bell's replies to RFI 1 required significant preparation time, which delayed her response. She averred that she replied as fast as she could, given her other competing duties. She added that parts of RFI 1 were vague and that she reasonably replied to these portions, once clarification was provided by the Union.

C. Request for Information Connected to Grievance 2 (RFI 2)

RFI 2 flowed from Grievance 2, which alleged that Pac-Bell was handling Grievant 2's leave requests in a discriminatory way.[4] See (Jt. Exhs. 16–19.) On January 20, 2023,[5] Chief Steward Sheehan filed Grievance 2 and simultaneously sought the following supporting information:

> List of all callouts for the last 60 days, all email requests with correspondence. Policy that states personal emails are not accepted in CSSC1 inbox and date . . . it was rolled out.

(Jt. Exh. 20.)

On February 2, 2023, Manager Niweigha provided a partial response.[6] (Jt. Exh. 23.) She explained that, she was "in the process of obtaining the requested 2022 archived callouts documentation from the applications developer," and "will forward as soon as possible." (Jt. Exh. 21.) On February 3, 2023, Sheehan repeated that she wanted, "all callouts for the last 60 days, not just [for] Grievant 2," and would "set up a meet time once . . . [she] received all documentation requested." (Jt. Exh. 23.) On February 7, 2023, Sheehan repeated that she "requested the last 60 days of call outs including email requests and any correspondence associated with the request 60 days would include 12/20/22—1/20/23." (Jt. Exh. 23.) The parties then exchanged additional emails, which incrementally and partially replied to RFI 2. (Jt. Exhs. 23–24.) Finally, on April 14, Manager Niweigha attached "department email requests to the CSSCl inbox and responses to those emails from 11/4/22-1/20/23," which, in tandem with her earlier replies, resulted in a full response to RFI 2. (Jt. Exh. 25.) At the hearing, Niweigha explained that she initially thought that she had provided a complete response to RFI 2, but, supplemented her response once Sheehan pointed out its deficiencies. She added that she works 10 to 12 hours per day, seven days per week, and responded as quickly as she could to RFI 2.

D. Analysis

1. Precedent

An employer must, generally, provide requested information to a union that represents its employees, when there is a probability that the information is necessary and relevant to its representational duties. *NLRB v. Acme Industrial Co*., 385 U.S. 432 (1967). This duty includes providing relevant grievance-processing materials. *Postal Service*, 337 NLRB 820, 822 (2002). The standard for relevance is a "liberal discovery-type standard," and the requested data need only have a bearing upon the issue. *Pfizer, Inc*., 268 NLRB 916 (1984). Concerning grievance information, the Board has held that:

> The Union is entitled to the information in order to determine whether it should exercise its representative function in the pending matter, that is, whether the information will warrant further processing of the grievance or bargaining ….

Ohio Power Co., 216 NLRB 987, 991 (1975), enfd. 531 F.2d 1381 (6th Cir. 1976). The Board has also explained that information, which concerns unit terms and conditions of employment, is "so intrinsic to the core of the employer-employee relationship" that it is presumptively relevant. *York International Corp*., 290 NLRB 438 (1988).[7]

Concerning timeliness, the Board has determined that, "an unreasonable delay in furnishing such information is as much a violation of the Act as a refusal to furnish the information at all." *Postal Service*, 332 NLRB 635, 640 (2000). "Absent evidence justifying an employer's delay in furnishing a union with relevant information, such a delay will constitute a violation . . . inasmuch '[a]s the Union was entitled to the information at the time it made its initial request, [and] it was [the employer's] duty to furnish it as promptly as possible.'" *Woodland Clinic*, 331 NLRB 735, 737 (2000), quoting *Pennco, Inc*., 212 NLRB 677, 678 (1974). The Board evaluates the reasonableness of a delay on the basis of "the complexity and extent of the information sought, its availability and the difficulty in retrieving the information." *Samaritan Medical Center*, 319 NLRB 392, 398 (1995). The Board has, thus, held that month-plus delays, which are unaccompanied by legitimate excuse, are generally unlawful. See, e.g., *Pan American Grain*, 343 NLRB 318 (2004), enfd. in relevant part, 432 F. 3d 69 (1st Cir. 2005) (3-month delay); *Bundy Corp*., 292 NLRB 671, 672 (1989) (2-month delay); Woodland Clinic, supra at 737 (7-week delay); *Quality Engineered Products*, 267 NLRB 593, 598 (1983) (6-week delay); *Pennco Inc*., 212 NLRB 677, 678 (1974) (1-month delay).[8]

2. Synthesis

Pac-Bell's piecemeal replies to RFI 1 trickled in over the course of 7 months. Its piecemeal response to RFI 2, which was quite limited in scope, still took it 3 months to assemble. This is simply too long for straightforward labor relations requests regarding standard, non-complex, concise and easily recoverable personnel data. RFIs 1 and 2 plainly sought information that was abundantly and obviously relevant to the Union's evaluation of Grievances 1 and 2. The CBA also legislates a 10-day turnaround time for grievance-related information requests, which Pac-Bell grossly exceeded. (Jt. Exh. 1 at Art. 7, §7.05.) Lastly, beyond competing job duties, which is always the case for management, Pac-Bell's supervisors offered little rationale for their complacency and piecemeal replies. Under these cir-

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[4] The identity of unit employee Grievant 2 was not disclosed at the hearing.

[5] On January 24, 2023, Sheehan resubmitted Grievance 2.

[6] The email attached several documents, which were partially responsive to RFI 2. (Jt. Exhs. 21–22.)

[7] When material is presumptively relevant, the burden shifts to the company to establish a lack of relevance. *Newspaper Guild Local 95 (San Diego) v. NLRB*, 548 F. 2d 863, 867 (9th Cir. 1977).

[8] If no responsive documents exists, the employer must still let the union know in a reasonably timely way. *Endo Painting Service*, 360 NLRB 485, 486 (2014); *Tennessee Steel Processors*, 287 NLRB 1132, 1132–1133 (1988).

cumstances, Pac-Bell's delay was unreasonable and unlawful. See, e.g., *Pan American Grain*, supra (3-month delay was unreasonable); *Bundy Corp*., supra (2-month delay); *Woodland Clinic*, supra (7-week delay).

CONCLUSIONS OF LAW

1. Pac-Bell is an employer engaged in commerce within the meaning of §2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of §2(5) of the Act.
3. The Union is the exclusive collective-bargaining representative of the following appropriate bargaining unit (the unit):

> All accounting associates, analysts, antenna technicians, assignment administrators, building mechanics, building specialists, cable locators, collectors, combination technicians (Nevada only), company telecommunications technicians, customer service associates, data administrators, data specialists, drivers, engineering administrators, engineering assistants, engineering cost associates, ENOC technicians, equipment installation technicians, equipment specialists, facilities administrators, facilities technicians, FACS administrators, field job administrators, facilities specialists, facilities technicians, FACS administrators, field job administrators, garage attendants, garage mechanics, human resources operations associates, maintenance administrators, maintenance administrators bilingual, maintenance notification associates (PBIS MNG only), medical assistants, messengers (motorized), network maintenance specialists, operations administrators, operations specialists, outside plant technicians, RCMA administrators, reports associates, services specialists, services technicians, splicing technicians, staff associates, supervisor's assistants, supply specialists (Nevada only), systems technicians, systems technicians – data communications, testing technicians, associate field service representatives, field service representatives, and senior field service representatives employed by Respondent in California and/or Nevada, excluding all other employees, guards and supervisors as defined in the Act.

4. Pac-Bell violated §8(a)(5) by unreasonably delaying the completion of its responses to RFIs 1 and 2, which each sought relevant grievance-handling information.
5. These unfair labor practices affect commerce within the meaning of §2(6) and (7).

REMEDY

The appropriate remedy for the violations found herein is an order requiring Pac-Bell to cease and desist from its unlawful conduct and take certain affirmative action.[9] It must, as a result, post the attached notice under *J. Picini Flooring*, 356 NLRB 11 (2010).[10] On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended[11]

ORDER

Pacific Bell Telephone Company, San Francisco, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively and in good faith with the Union, as the exclusive collective-bargaining representative of the appropriate unit described below, by unreasonably delaying its response to information requests that are relevant and necessary to the Union's performance of its representational duties:

> All accounting associates, analysts, antenna technicians, assignment administrators, building mechanics, building specialists, cable locators, collectors, combination technicians (Nevada only), company telecommunications technicians, customer service associates, data administrators, data specialists, drivers, engineering administrators, engineering assistants, engineering cost associates, ENOC technicians, equipment installation technicians, equipment specialists, facilities administrators, facilities technicians, FACS administrators, field job administrators, facilities specialists, facilities technicians, FACS administrators, field job administrators, garage attendants, garage mechanics, human resources operations associates, maintenance administrators, maintenance administrators bilingual, maintenance notification associates (PBIS MNG only), medical assistants, messengers (motorized), network maintenance specialists, operations administrators, operations specialists, outside plant technicians, RCMA administrators, reports associates, services specialists, services technicians, splicing technicians, staff associates, supervisor's assistants, supply specialists (Nevada only), systems technicians, systems technicians – data communications, testing technicians, associate field service representatives, field service representatives, and senior field service representatives employed by Respondent in California and/or Nevada, excluding all other employees, guards and supervisors as defined in the Act.

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

2. Take the following affirmative action necessary to effectuate the Act's policies.

(a) Within 14 days after service by the Region, post the attached notice marked "Appendix."[12] Copies of the notice, on forms provided by the Regional Director for Region 20, after being signed by Pac-Bell's authorized representative, shall be

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[9] As noted, the information was eventually provided; the Complaint solely alleges an unreasonable delay.

[10] During this 60-day posting period, Pac-Bell shall permit a duly appointed Board agent to enter its facilities at reasonable times and in a manner not to unduly interfere with its operations, for the limited purpose of determining whether it is in compliance with the notice posting, distribution, and mailing requirements.

[11] If no exceptions are filed as provided by §102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in §102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[12] If this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

posted by Pac-Bell and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to the physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If 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, a copy of the notice to all current employees and former employees employed by the Respondent at any time since December 6, 2022.

(b) During this 60-day posting period, Pac-Bell shall permit a Board agent to enter its facilities at reasonable times and in a manner not to unduly interfere with its operations, for the limited purpose of determining whether it is in compliance with the notice posting, distribution, and mailing requirements.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 20 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Pac-Bell has taken to comply.

Dated, Washington, D.C. February 16, 2024

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

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.

The Communication Workers of America, District 9, Local 421 (the Union) is the exclusive representative of our employees in this appropriate bargaining unit (the unit):

> All accounting associates, analysts, antenna technicians, assignment administrators, building mechanics, building specialists, cable locators, collectors, combination technicians (Nevada only), company telecommunications technicians, customer service associates, data administrators, data specialists, drivers, engineering administrators, engineering assistants, engineering cost associates, ENOC technicians, equipment installation technicians, equipment specialists, facilities administrators, facilities technicians, FACS administrators, field job administrators, facilities specialists, facilities technicians, FACS administrators, field job administrators, garage attendants, garage mechanics, human resources operations associates, maintenance administrators, maintenance administrators bilingual, maintenance notification associates (PBIS MNG only), medical assistants, messengers (motorized), network maintenance specialists, operations administrators, operations specialists, outside plant technicians, RCMA administrators, reports associates, services specialists, services technicians, splicing technicians, staff associates, supervisor's assistants, supply specialists (Nevada only), systems technicians, systems technicians – data communications, testing technicians, associate field service representatives, field service representatives, and senior field service representatives employed by Respondent in California and/or Nevada, excluding all other employees, guards and supervisors as defined in the Act.

WE WILL NOT unreasonably delay providing information requested by the Union that is necessary for, and relevant to, its performance of its duties as the exclusive collective-bargaining representative of our employees the unit described above.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE HAVE already provided the requested information to the Union at issue in these cases.

WE WILL, in response to future information requests from the Union, timely provide necessary and relevant requested information.

PACIFIC BELL TELEPHONE COMPANY

The Administrative Law Judge's decision can be found at https://www.nlrb.gov/case/20-CA-314296 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.