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Qwest Corporation, a Subsidiary of Lumen Technologies, Inc. f/k/a Centurylink, Inc. and Communications Workers of America, Local 7800.

Qwest Corporation, a Subsidiary of Lumen Technologies, Inc. f/k/a Centurylink, Inc. and Communications Workers of America District 7. Cases 19–CA–284277, 19–CA–284549, and 19–CA–285034

February 11, 2026

DECISION, ORDER, AND ORDER REMANDING IN PART

BY MEMBERS PROUTY, MURPHY, AND MAYER

On August 22, 2023, Administrative Law Judge Lisa D. Ross 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 brief.

The 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,¹ and conclusions only to the extent consistent with this Decision, Order, and Order Remanding in Part.²

The Respondent is a nationwide telecommunications company. Two unions, Communications Workers of America, Local 7800 (Local 7800) and Communications Workers of America, District 7 (District 7), represent the Respondent’s technicians, who install and repair telephone and internet services, in Seattle, Washington. The Respondent uses a digital application, Tech2Go, to dispatch technicians to jobs and track their task completion, and a productivity management program, Link2Success, to evaluate technician performance. In the fall of 2021,

¹ 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.

² We shall modify the judge’s recommended Order to conform to the violations found and the Board’s standard remedial language, and in accordance with our decision in *Excel Container, Inc.*, 325 NLRB 17 (1997). We shall substitute a new notice to conform to the Order as modified.

³ In affirming the judge’s finding that the Respondent unlawfully failed to provide District 7 with the sections of the supervisors’ Link2Success handbook addressing the criteria management used to evaluate technician performance or productivity, we observe that the judge found that the entire supervisory handbook was not presumptively relevant and limited her conclusion to only those portions of the handbook

Local 7800 and District 7 requested information for three separate grievances filed over discipline imposed on unit employees for poor performance relating to low productivity scores as measured by Link2Success.

We agree with the judge that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to provide District 7 with the information it requested on September 20, 2021.³ For the reasons discussed below, however, we reverse the judge’s finding that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to provide Local 7800 with the information it requested on September 16, 2021. And, finally, we have decided to sever and remand to the judge, for the reasons discussed below, the remaining allegation that the Respondent failed to provide Local 7800 with information it requested on August 17, 2021.

I. SEPTEMBER 16, 2021 INFORMATION REQUEST

A. Facts

On September 16, 2021,⁴ Local 7800 Vice President Christopher Walker requested that the Respondent provide “documentation that specifically demonstrates [that] Link to Success [takes] into account the time needed to find parking in a congested downtown/urban environment.” The information was requested for the purpose of assisting Local 7800 in processing a grievance over discipline imposed on a unit technician for poor performance based on a low productivity score.

On September 23, the Respondent’s Region Operations Manager Vinh Nguyen responded that “[d]rive time, including parking time counts toward the task, whether its [sic] downtown or in a rural area.” Walker then responded, clarifying that he “requested documentation that specifically demonstrates that Link to Success takes traffic into account” and stating “[y]our statement is not specific documentation that shows this is the case.”

addressing technician performance or productivity. We agree with the judge’s implicit finding that District 7 demonstrated the relevance of the information in those limited sections. Such a finding is consistent with District 7’s articulated reason in its September 20 email and at the hearing for requesting the supervisory handbook: to process grievances for technicians who had received low productivity scores. See *United Technologies Corp.*, 274 NLRB 504, 506 (1985) (finding that an employer is obligated to furnish requested information that is potentially relevant to the processing of grievances). We do not, however, rely on the judge’s assertion that the sections of the supervisory handbook were relevant because the Respondent had already turned over two pages of the handbook.

The judge’s findings and conclusion of law erroneously state that the Respondent also “unreasonably delayed” in providing this information to District 7; however, no such allegation was made in the complaint or litigated by the parties, and we do not find such a violation.

⁴ All further dates are in 2021 unless otherwise indicated.

The following day, Nguyen provided Walker with additional information, noting “[t]he credit values for jobs are based on a yearly average of actual duration and includes the uniqueness of but not limited to, parking, traffic, plant conditions, hold times, difficulty [sic], etc. We do not have specific documentation about this.”

Walker replied and asked Nguyen whether the Respondent “does not have specific documentation” or whether, instead, the Respondent was unwilling to provide this documentation. Nguyen’s response to this inquiry confirmed that the Respondent did not possess “specific documentation about excessive parking time.”

On September 28, Walker again emailed Nguyen, stating, “there must be an actual value that is used” and asked for how much time is built into each job task for “drive times, parking, traffic, plant conditions, hold times, and difficulty.” And, on October 13, Nguyen again confirmed, after checking with the Link2Success team, that the Respondent “cannot provide that level of detail and specificity because the time is based on a company average, therefore we cannot break it down to that level.”

B. Discussion

An employer is obligated under the Act to supply information requested by the union that is potentially relevant and would be of use to the union in fulfilling its responsibilities as the employees’ bargaining representative. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435–436 (1967); *Postal Service*, 332 NLRB 635, 635 (2000). “[W]hen requested information is presumptively relevant or has been demonstrated to be relevant, the burden shifts to the respondent to establish that the information is not relevant, *does not exist*, or for some other valid and acceptable reason cannot be furnished to the requesting party.” *Samaritan Medical Center*, 319 NLRB 392, 398 (1995) (emphasis added); see also *Harmon Auto Glass*, 352 NLRB 152, 153 (2008) (dismissing complaint allegation where requested information did not exist), *affd.* 355 NLRB 364 (2010), *enfd. sub nom. NLRB v. Leiferman Enterprises, LLC*, 649 F.3d 873 (8th Cir. 2011).

The judge found that the Respondent violated Section 8(a)(5) and (1) by “fail[ing] to reasonably search whether the [requested] information existed and whether/how it could be timely produced” and refusing to furnish Local 7800 with “all documents proving that/how drive/traffic and parking times were calculated.” In doing so, the judge relied on testimony from the Respondent’s Business Intelligence Analyst, Stephen Cybuch. She summarized his testimony as stating, “that Respondent did, in fact, have documentation on nationwide task times that could have been provided upon request.”

Contrary to the judge, we find that the Respondent satisfied its burden of proving that the requested information

did not exist. In this regard, the judge appears to have misunderstood Cybuch’s testimony. Cybuch did not testify that the Respondent possessed the requested documentation and that it could be provided upon request. Rather, when asked whether job or task time was divided into distinct segments in Link2Success, like drive and parking times, or whether it was “lumped together,” Cybuch replied “[i]t’s all lumped together. It—it would be extremely difficult to get to that granularity of—of detail.” Cybuch’s testimony that the Respondent did not possess the requested information, in turn, was consistent with Nguyen’s replies to Walker stating that the Respondent did not possess specific documentation showing how drive and parking time affect Link2Success productivity scores.

During his conversations with Walker about the requested information, Nguyen provided explanations about how drive time information was calculated and, in response to questions from Walker, explained that the drive time metric factors in parking time—whether in a downtown or rural area—and that credit values for jobs take into account various factors, including parking and traffic. Throughout his exchanges with Walker, Nguyen maintained that the Respondent does not possess the information Walker requested, i.e., specific documentation demonstrating how drive, traffic, and parking times separately affect Link2Success; and there is no evidence indicating otherwise. Indeed, pursuant to repeated questions from Walker, Nguyen checked with the Link2Success team and again confirmed that the Respondent could not provide the “level of detail and specificity [sought by the Union] because the [drive] time is based on a company average” and could not be broken down in the manner the Union requested. In these circumstances, we find that the Respondent has satisfied its burden of proving that the requested information does not exist, and we therefore dismiss this allegation.

II. AUGUST 17, 2021 INFORMATION REQUEST

A. Facts

On August 17, 2021, Local 7800 Vice President Walker requested information relating to all instances in July 2021 that “TechServe 2.0/Tech2Go was down, had server errors, or otherwise was not usable for any job related purposes.” Walker requested the information in order to assist Local 7800 in processing a grievance for a technician who had been disciplined for a low productivity score, for the purpose of determining whether system outages were negatively affecting unit technicians’ productivity scores.

On September 1, the Respondent’s Region Operations Manager Stan Choate responded with a chart listing two dates that Tech2Go had experienced system outages.

Walker replied by noting that he had personally experienced difficulties using Tech2Go on eight additional dates and asked Choate whether he could “look into this.”

Choate said he would take Walker’s “question back to the systems team.” Choate then asked the Respondent’s IT Department whether they had “any additional records –[]of outages,” and the IT Department confirmed that they only recorded two Tech2Go outages during July 2021.

Choate testified that, after receiving the clarifying information from the IT Department, he had “conversations with Mr. Walker around [] why we may not have [] any more information, and that I had provided him everything we had record of.” Choate also testified to conveying to Walker that “those two [July 2021] events were all that we had record of.” Choate claimed to have provided Walker with this clarification either “during our grievance conversations or via a phone call.”

But Walker, conversely, testified that he did not recall having an additional conversation on this topic with Choate. Specifically, when asked whether it was possible that he and Choate had an “in-person or phone conversation . . . concerning the outages” Walker replied, “I don’t recall. I will say that in terms of issues regarding the Union, I always thought it was best to put things in writing.” And when asked again whether he “remember[ed] whether Mr. Choate ever confirmed . . . whether or not Respondent had more documentation of other system errors,” Walker replied, “[t]o my knowledge, he did not.”

B. Discussion

The judge found that the Respondent violated Section 8(a)(5) and (1) by refusing to furnish Local 7800 with information concerning Tech2Go outages in July 2021. In doing so, the judge noted that Choate had responded to Walker’s initial request for information concerning July 2021 Tech2Go outages but had “never followed up with Walker/Local 7800” to provide the clarifying information Choate had received from the IT Department. The judge concluded that this constituted only a partial response to Local 7800’s information request, and this conclusion was predicated on the judge’s finding that “it is undisputed that Choate never conveyed any of [the IT Department’s] clarifying information to Walker or Local 7800.”

We disagree with the judge’s finding that it is “undisputed” that Choate never relayed additional information to Walker. Choate testified that he had provided the clarifying information to Walker, either in person or over the phone; but Walker testified that he did not believe that Choate had provided him with any clarifying information.

In light of this contradictory testimony, which the judge did not resolve through credibility determinations, we are unable to determine whether Choate provided clarifying information to Walker, and, if he did, in what form. We find that this specific finding is necessary to decide the issue of whether the Respondent sufficiently responded to the information request. Accordingly, we will sever and remand this allegation for determinative credibility resolutions and factual findings consistent with this decision. Because the Board has been advised that Judge Lisa D. Ross is retired, the allegation is remanded to Chief Administrative Law Judge Giannasi, who may designate another administrative law judge in accordance with Section 102.36 of the Board’s Rules and Regulations.

ORDER

The National Labor Relations Board orders that the Respondent, Qwest Corporation, a Subsidiary of Lumen Technologies, Inc. f/k/a Centurylink, Inc., Seattle, Washington, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with the Union, Communications Workers of America District 7, by failing and refusing to furnish 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) Furnish to the Union, Communications Workers of America District 7, in a timely manner the portion of the Link2Success supervisory handbook dealing with the criteria used by management to determine a technician’s performance requested by the Union on September 20, 2021.

(b) Within 14 days of service by the Region, post at its Seattle, Washington facilities copies of the attached notice marked “Appendix.”⁵ Copies of the notice, on forms provided by the Regional Director for Region 19, 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, the 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

⁵ 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

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 September 20, 2021.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 19 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.

IT IS FURTHER ORDERED that the portion of this proceeding relating to the complaint allegation that the Respondent violated Section 8(a)(5) and (1) by failing to furnish the Union, Communications Workers of America Local 7800, with relevant information requested by the Union on August 17, 2021, is severed and remanded for the purpose of making credibility determinations concerning the conflicting testimony and the preparation of a supplemental decision, as discussed in the decision above. Because the Board has been advised that Administrative Law Judge Lisa D. Ross has retired, these allegations are remanded to Chief Administrative Law Judge Robert A. Giannasi, who may designate another administrative law judge in accordance with Section 102.36 of the Board's Rules and Regulations. Copies of the supplemental decision shall be served on the parties, after which the provisions of Section 102.46 of the Board's Rules and Regulations shall be applicable.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. February 11, 2026

David M. Prouty, Member

James R. Murphy, Member

Scott A. Mayer, 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 Union, Communications Workers of America District 7, by failing and refusing to furnish 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.

WE WILL furnish to the Union in a timely manner the portion of the Link2Success supervisory handbook dealing with the criteria used by management to determine a technician's performance requested by the Union on September 20, 2021.

QWEST CORPORATION, A SUBSIDIARY OF LUMEN
TECHNOLOGIES, INC. F/K/A CENTURYLINK, INC.

The Board's decision can be found at www.nlr.gov/case/19-CA-284277 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.



Elizabeth DeVleming, Esq., for the General Counsel.
Patrick Scully and *Amy Knapp*, for the Respondent.
William Reinken and *Jake Williams*, for the Charging Party Union.

DECISION

STATEMENT OF THE CASE

LISA D. ROSS, Administrative Law Judge. On October 8, 2021, the Communication Workers of America Local 7800 (Local 7800) filed an unfair labor practice (ULP) charge against Qwest Corporation, a subsidiary of Lumen Technologies, formerly known as (f/k/a) Centurylink, Inc.¹ On October 14, 2021, Local 7800 filed a second ULP charge against Respondent.² On October 22, 2021, the Communication Workers of America District 7 (District 7) filed a ULP charge against Respondent.³

On April 27, 2022, the National Labor Relations Board's (NLRB or Board) Regional Director for Region 19 consolidated all three charges and issued the instant complaint and notice of hearing.

The consolidated complaint alleges that Respondent violated Sections 8(a)(5) and/or (1) of the National Labor Relations Act (NLRA or the Act) when Respondent failed/refused to provide and/or unreasonably delayed in providing: (1) Local 7800 with documents and/or information proving that Respondent took drive time/traffic, parking time, and other specific factors into account in measuring unit technician's productivity through its Link2Success software, (2) Local 7800 with information about all Tech2Go system outages that unit technicians reported during the month of July 2021, and (3) District 7 with a copy of the most recent version of Respondent's L2S Methods & Procedures (M&P) handbook for managers and supervisors.

Respondent denied all material allegations, argued that the requested information by both Locals is not relevant or necessary for the Locals to perform their duties, and alternatively, that it provided the Locals with the requested information.

Because of the risks associated with the COVID-19 coronavirus pandemic, this case was tried virtually via Zoom video technology on September 27, 2022. Counsel for the General Counsel orally gave her closing statement/post hearing brief on the record at the close of Respondent's case. After the trial, Respondent timely filed its written post-hearing briefs. I have read and carefully considered both briefs.

Based upon the entire record, including the testimony of the witnesses, my observation of their demeanor, and the parties' briefs, I conclude that Respondent violated the Act, as specifically set forth below.

¹ Case 19-CA-284277. See also GC Exh. 1(a). Abbreviations used in this decision are as follows: "Tr." for the Transcript, "GC Exh." for the General Counsel's exhibits, and "R. Exh." for Respondent's Exhibits

² Case 19-CA-284549.

³ Case 19-CA-285034.

⁴ The Findings of Fact are a compilation of credible testimony and other evidence, as well as logical inferences drawn therefrom. To the extent testimony contradicts with the findings herein, such testimony has been discredited, either as in conflict with credited evidence or because it was incredible and unworthy of belief. In assessing credibility, I relied upon witness demeanor. I also considered the context of the witness's testimony, the quality of their recollection, testimonial consistency, the presence or absence of corroboration, the weight of the respective evidence, established or admitted facts, inherent probabilities, and

FINDINGS OF FACT⁴

I. JURISDICTION

Qwest Corporation is a subsidiary of Lumen Technologies Inc. (which was formerly known as CenturyLink, Inc.). Qwest is a telecommunications company and has offices and places of business throughout the state of Washington.

At all material times herein, Respondent derived gross revenues in excess of \$100,000. It also purchased and received at its offices throughout the state of Washington goods valued in excess of \$50,000 directly from points outside of the state of Washington. Accordingly, Respondent admits, and I find that, it has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

It is also undisputed, and I find, that Region Operations II Manager Vinh Nguyen (Nguyen), Region Operations Supervisor Stephen Entrekin (Entrekin) and Region Operations II Manager Stan Choate (Choate) have been supervisors of Respondent as defined in Section 2(11) of the Act and agents of Respondent as defined in Section 2(13) of the Act.

Lastly, it is undisputed, and I find, that the Communication Workers of America (CWA or the National Union) and its locals, Local 7800 and District 7, have been/are labor organizations within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background Facts

Respondent has a collective bargaining relationship with the CWA National Union and its constituents, Local 7800 and District 7, covering a number of Respondent's employees, set forth in Article 1, Section 1.1 and Addendum 5 of a collective bargaining agreement (CBA) between Respondent and the CWA.⁵ The parties' CBA covers, inter alia, all of Respondent's field, broadband and premise technicians (unit employees). These unit technicians install, maintain and/or repair telephone and internet services at residential homes and businesses throughout the Seattle area. The Unit also covers, but is not limited to, all call center employees who support Respondent's field technicians.⁶

Previously, Respondent measured their unit technicians' performance by their quality jobs per day (QJD)—or how many dispatched jobs the technicians were given each day. If a job was not completed, i.e., because a customer was not home, the incomplete job did not hurt the technician's performance score. It is undisputed that the Unions preferred this performance

reasonable inferences that may be drawn from the record as a whole. See *Double D Construction Group*, 339 NLRB 303, 305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001), citing *Shen Automotive Dealership Group*, 321 NLRB 586, 589 (1996), enfd. sub nom., 56 Fed. Appx. 516 (D.C. Cir. 2003). Credibility findings need not be all-or-nothing propositions. Indeed, nothing is more common in judicial decisions than to believe some, but not all, of a witness's testimony. *Daikichi Sushi*, supra at 622; *Jerry Ryce Builders*, 352 NLRB 1262, 1262 fn. 2 (2008), citing *NLRB v. Universal Camera Corp.*, 179 F.2d 749, 754 (2d Cir. 1950), rev'd. on other grounds 340 U.S. 474 (1951). Where necessary, specific credibility determinations are set forth below.

⁵ GC Exh 2, at 1, 182-183 (internal page number).

⁶ Tr. 36, see also GC Exh. 2.

measurement as it led to few if any disciplinary actions against unit technicians.

However, sometime in 2006 or 2007, Respondent began evaluating unit technicians using the Link2Success software. Under this nationwide system, technicians are rated by the number of dispatch jobs *completed* on a daily basis. Each technician task is assigned a complexity score, which assesses how long it took a technician to start and finish a job task. Region Operations Manager Nguyen testified that drive/travel and parking times are included in the complexity score. Each job task complexity score is then compared to a national average time the Link2Success software determined each task should take.⁷

Technicians receive a monthly score which measured how long it took a technician to complete job tasks within a particular month. The technician's monthly score is then compared to a monthly national average time/score the Link2Success software determined each task should take, and the technician is evaluated based on the average monthly score compared to the technician's actual score. As such, if a technician did not complete a certain number of dispatch jobs within a certain amount of time in a month, even if a customer was not home, the incomplete job hurt the technician's performance score which could lead to their performance being found unsatisfactory.⁸

If a unit technician's performance score was found unsatisfactory, the technician would first be given a documentary discussion, where a manager discussed with the technician how to improve their performance. Thereafter, technicians were expected to have satisfactory performance for three (3) consecutive months. If, after three months, the technician failed to meet this metric, s/he would then be given a written warning.

If the technician's performance still did not improve within three (3) months after receiving a written warning, the technician was terminated. Link2Success and the progressive discipline described above is currently how Respondent evaluates its unit technicians' performance. It is this system and what factors Respondent takes into account to determine a technician's satisfactory performance that is the basis for the Unions' information requests in this case.

B. Charging Party Unions' Information Requests

This case involves three (3) information requests made by the Charging Parties: two requests made by Local 7800 and one made by District 7.

1. Local 7800's Information Request dated September 2021 (Case 19–CA–284277).

Based primarily on the testimony of former Local 7800 Vice President Christopher Walker (Walker), I find the following facts:

Local 7800 began receiving complaints from unit technicians that, under the Link2Success evaluation software, they were being unfairly disciplined for failing to receive satisfactory performance scores when their job completion times were delayed due to urban traffic and parking issues.

As such, in/around September 2021, Local 7800 requested documentation from Respondent that showed that it took drive/traffic and parking times into account in measuring unit technicians' productivity through its Link2Success software.⁹

Walker testified that the Union sought this information from Respondent: (1) in order to understand how/whether drive/traffic and parking times were taken into account in determining a technician's performance score, and (2) so the Union could effectively defend unit technician Jerry Anderson (Anderson) in a grievance proceeding where he was being disciplined for poor performance.¹⁰

Although Nguyen replied to Walker that drive time/traffic and parking times are taken into account in Link2Success in terms of the specific task assigned to a technician, Walker sought *documents*, both showing how and proving that Respondent, in fact, took these specific factors into account in evaluating its technicians' performance.¹¹

On September 23, 2023, Walker followed up with Nguyen to clarify that the Union sought *documents* to confirm that Respondent took drive time/traffic and parking times into account in assessing a technician's performance. In response, Nguyen reiterated that,

Drive time, including parking time counts toward the task, whether it's downtown or in a rural area. The credit values for jobs are based on a yearly average of actual duration and includes the uniqueness of but not limited to parking, traffic, plant conditions, hold times, difficulty, etc. We do not have specific documentation about this.¹²

In response, on September 28, 2021, Walker again clarified his information request. Specifically, Walker explained to Nguyen that, since Respondent was disciplining technicians when they failed to meet the time targets for specific job tasks and Respondent factored in traffic and parking time in its time targets, it should produce documents to that effect. Walker further explained that, if Respondent did not specifically account for traffic or parking time in Link2Success, but instead measured all technicians against a nationwide average job time, no matter where they were geographically located, then the Union requested documentation identifying the national average and any job time records underlying Respondent's calculation of this national average.¹³

However, Nguyen again replied that Respondent did not have documentation that broke down drive/traffic and parking times per task and that it would not provide the Local with this level of detail or specificity in response to its information requests.¹⁴

To date, Local 7800 never received the requested information.

In making these findings, I relied on Walker's testimony which was corroborated by his contemporaneous emails to Respondent. I also relied on Respondent's own Business Intelligence Analyst Stephen Cybuch (Cybuch), who created, implemented and managed the Link2Success software for Respondent, who

⁷ Tr. at 214–216.

⁸ Tr. at 215–216.

⁹ GC Exh. 6.

¹⁰ GC Exh. 5 at bate 000008.

¹¹ Id. at bate 000007-000008.

¹² GC Exh. 5 at bate 000006.

¹³ GC Exh 5, at bate 000004.

¹⁴ Id. at bate 000002 and 000004.

testified that Respondent did, in fact, have documentation on nationwide task times that could have been provided upon request. Cybuch testified plainly and succinctly, was not evasive and did not stammer when questioned on cross-examination by counsel for the General Counsel. Overall, Cybuch gave me the overall impression that he was committed to telling the truth.

Accordingly, I find that Respondent had documentation on the Link2Success nationwide task times to show whether drive/traffic and parking times were factored into a technician's overall job productivity but Respondent failed to adequately locate or provide that information to Local 7800.

2. Local 7800's Information Request dated August 27, 2021
(Case 19–CA–284549).

Based on the documentary evidence in the record, I find the following:

Local 7800 represented unit technician Timothy Hinderer (Hinderer) in a grievance when Respondent disciplined Hinderer after he received a low productivity score as determined by Link2Success.

It is undisputed that, on August 17, 2021, Walker, on behalf of the Union, requested that Respondent provide documents involving all systemwide outages reported by unit technicians related to every grievance for the month of July 2021 when Respondent's new dispatch system, TechServe 2.0, also known as Tech2Go, "was down, had server errors, or otherwise was not useable for any job-related purposes".¹⁵ Respondent's Tech2Go system was a mobile application that technicians used to receive work tasks.

Walker requested the above information, because, in representing Hinderer, Walker recalled experiencing a number of dispatch problems with Tech2Go in July 2021, and the Union believed that system outages were not being factored into, and/or were negatively affecting, unit technicians' productivity scores/performance.

Region Operations Manager Stan Choate (Choate) received the Union's information request and asked Respondent's systems team for all outages reported by technicians in July 2021. Once Choate received the information, he forwarded it to Walker.¹⁶

Upon reviewing the information, Walker discovered that he received information on two isolated systemwide Tech2Go outages for July 2021.¹⁷ Because Walker himself experienced a number of outages in July/August 2021, he was convinced there were more reported outages.

Walker conveyed this to Choate, clarifying that the Union sought information on not only Tech2Go outages reported by unit technicians in July 2021 but also information about all server errors or other issues with Tech2Go that were logged by Respondent during the month of July 2021. Choate responded that he provided Walker with everything he had but would double check with the IT department to confirm.

It is undisputed that, to date, Respondent never followed up with Walker/Local 7800 to provide the Union with additional

information about other server errors and issues with Tech2Go for July 2021 or to confirm that Respondent did not log any additional outage incidents reported by unit technicians in July 2021.

For his part, Choate credibly testified at hearing that, after Walker asked him to reconfirm the July 2021 outage information, he again requested that IT provide him with all Tech2Go outages reported by unit technicians in July 2021. However, Choate explained that IT confirmed that they only had two outage instances documented in July 2021 and those incidents had been turned over. According to Choate, Tech2Go only tracked large, known systemwide outages, and the system had no way to corroborate individual technician's and/or localized outages or localized system errors.

Senior Operations Analyst Kamal Masih (Masih), who managed Respondent's Tech2Go system, confirmed Choate's testimony on this point. Specifically, Masih credibly testified that he told Choate that the Tech2Go system did/does not capture individual technician's or localized system errors when Choate contacted him about the Union's Tech2Go information request. Rather, Masih pulled all system outages captured by the Tech2Go system for July 2021 (consisting of the two outage instances) and gave that information to Choate (who provided it to the Union).

While Choate also testified that technicians could experience outages on their own phone and that those outages may not be captured in Respondent's Tech2Go system, it is undisputed that Choate never conveyed any of this clarifying information to Walker or Local 7800.

Therefore, based on the testimonial and documentary evidence, I find that the Union only received a *partial* response from Respondent to its information request: Local 7800 was given technician outages that Tech2Go captured in July 2021, but the Union was *not told* that the Tech2Go system could not capture individual technician's and/or localized outages or localized system errors.

3. District 7's Information Request dated September 20, 2021
(Case 19–CA–285034).

Based on the documentary evidence in the record, I make the following findings:

Respondent's Link2Success (L2S) Method and Procedure (M&P) OSP Technician Productivity handbook is a guide which directs supervisors and managers on how to interpret and evaluate, among other things, a unit technician's productivity and efficiency and thereby rate their performance through the Link2Success software. It is undisputed that District 7 obtained and maintained a copy of Respondent's M&P handbook.¹⁸

At some point in September 2021, an unnamed District 7 steward represented a unit employee in a grievance against Respondent.¹⁹ During that grievance proceeding, Choate gave the steward pages 64 and 65 of a section of another of Respondent's M&P handbooks.²⁰ Pages 64 and 65 addressed the criteria managers use to evaluate a technician's performance.

The steward gave Local 7804 President Jake Williams

¹⁵ GC Exh. 7, at bates 000001—000006.

¹⁶ GC Exh. 8, at bates 00002—00007.

¹⁷ *Id.*, at bates 00001.

¹⁸ GC Exh. 9, see also R. Exh. 3.

¹⁹ This grievance proceeding is not the subject of this case.

²⁰ GC Exh. 10.

(Williams) pages 64 and 65 that Choate had given him.²¹ As Williams perused the documents, he realized that pages 64 and 65 (GC Exh. 10) were different than the pages that were contained in the M&P technician's manual that the Union had (GC Exh. 9).

Specifically, Respondent's M&P technicians' handbook that District 7 had referenced, "FO-MP-2013-09-001 Issue 19 Date: 11/20/20."²² However, Pages 64 and 65 referenced, "FO-MP-2013-09-002 Issue 66 Date: 07/26/2021."²³ As such, I find that there are two separate M&P handbooks in existence: the M&P OSP Technicians Productivity handbook *and* an M&P handbook for managers and supervisors.

In any event, presuming there was a separate M&P handbook for managers and supervisors based on the different reference numbers, on September 20, 2021, Williams, on behalf of District 7, requested a copy of the latest version of Respondent's M&P handbook for managers and supervisors. Williams asked for the document so he/District 7 could learn what, if any, changes Respondent made to the criteria managers used to evaluate a technician's productivity score/performance.²⁴ Respondent initially did not respond to Williams' request.

On October 14, 2021, Williams emailed Choate to follow up on the Union's request for the latest version of the M&P managers and supervisors handbook.²⁵ Choate apologized for missing Williams' request (since he had been out of the office for a few weeks) and agreed to reach out to Respondent's Human Resources (HR) department to look into the request.²⁶

On October 15, 2021, Choate replied to Williams that,

[Respondent] considers the M&P you requested to be an internal management work product that we are not obligated to provide. I have attached the M&P for technicians as it may contain the information you are looking for.²⁷

Choate provided Williams with the M&P OSP Technician Productivity handbook the Union had already been given (GC Exh. 9, R. Exh. 3). It is undisputed that, to date, District 7 never received a copy of the latest version of the M&P managers and supervisors handbook they requested.

DISCUSSION AND ANALYSIS

In the complaint, the General Counsel alleges that Respondent violated Sections 8(a)(5) and/or (1) of Act when Respondent failed to furnish/unreasonably delayed in furnishing: (1) Local 7800 with documents and/or information proving that Respondent took drive/traffic time, parking time, and other specific factors into account in measuring unit technician's productivity

through its Link2Success software, (2) Local 7800 with information about all Tech2Go system outages and errors that unit technicians reported during the month of July 2021, and (3) District 7 with a copy of the most recent version of Respondent's L2S Methods & Procedures (M&P) handbook for managers and supervisors. I will take each issue in turn.

I. RESPONDENT VIOLATED SECTIONS 8(A)(5) AND (1) OF THE ACT WHEN IT FAILED/REFUSED TO FURNISH AND/OR UNREASONABLY DELAYED IN FURNISHING DOCUMENTS TO LOCAL 7800 ON WHETHER RESPONDENT'S LINK2SUCCESS PROGRAM FACTORED IN DRIVE/TRAFFIC TIMES AND PARKING TIMES IN EVALUATING ITS TECHNICIAN'S PRODUCTIVITY (CASE 19-CA-284277)

A. Legal Standard

Each party to a bargaining relationship is required to bargain in good faith.²⁸ Part of that obligation is that both sides are required to furnish relevant information upon request.²⁹ This duty is statutory and exists regardless of whether there is a collective-bargaining agreement between the parties.³⁰

The employer's duty to provide relevant information exists because without the information, the union is unable to perform its statutory duties as the employees' bargaining agent. Thus, "[t]he refusal of an employer to provide a bargaining agent with information relevant to the Union's task of representing its constituency is a per se violation of the Act" without regard to the employer's subjective good or bad faith.³¹

Information concerning employees in the bargaining unit and their terms and conditions of employment, is deemed "so intrinsic to the core of the employer-employee relationship" to be presumptively relevant.³² Presumptively relevant information must be furnished on request to employees' collective-bargaining representatives unless the employer establishes legitimate affirmative defenses to the production of the information.³³

However, when the requested information does not concern subjects directly pertaining to the bargaining unit, such material is not presumptively relevant. Under those circumstances, the burden is upon the union to demonstrate the relevance of the material sought.³⁴ To show relevance, the union must demonstrate that it had "a reasonable belief supported by objective evidence for requesting the information."³⁵

Suspicion alone is not enough, and an articulation of general relevance is insufficient.³⁶ "Whether a union has gone beyond 'mere suspicion' to show relevance is a factual question to be

²¹ Mr. Williams currently serves as campaign lead for CWA District 7. At the time of the incident at issue here, he was President of Local 7804 and a temporary staff representative for District 7. Tr., at 33 – 36. Local 7804 is not a party in this litigation.

²² GC Exh. 9, R. Exh. 3.

²³ GC Exh. 10. It is unclear from the record whether Pages 64 and 65 were apart of management's copy of the OSP Technicians Productivity handbook and not included in District 7's copy or they came from a different handbook altogether.

²⁴ GC Exh. 3, GC Exh. 4, at bates 000002 - 000004.

²⁵ GC Exh. 4, at bates 000002.

²⁶ Id. at bates 000001—000002.

²⁷ GC Exh. 4 at bates 000001.

²⁸ See Section 8(a)(5) of the Act.

²⁹ *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967).

³⁰ *American Standard*, 203 NLRB 1132 (1973).

³¹ *Brooklyn Union Gas Co.*, 220 NLRB 189, 191 (1975); *Procter & Gamble Mfg. Co.*, 237 NLRB 747, 751 (1978), enf. 603 F.2d 1310 (8th Cir. 1979).

³² *Disneyland Park*, 350 NLRB 1256, 1257 (2007); *Sands Hotel & Casino*, 324 NLRB 1101, 1109 (1997).

³³ *Metta Electric*, 349 NLRB 1088 (2007); *Postal Service*, 332 NLRB 635 (2000).

³⁴ *Disneyland Park*, supra, at 1257; *Richmond Health Care*, 332 NLRB 1304, 1305 fn. 1 (2000).

³⁵ *G4S Secure Solutions (USA)*, 369 NLRB No. 7, at 2 (2020); see also, *Shoppers Food Warehouse*, 315 NLRB 258, 259 (1994).

³⁶ Id. (citations omitted).

decided on a case-by-case basis.³⁷ Rather, the Union must demonstrate an objective factual basis for believing the requested information is relevant, unless the relevance of the information should have been apparent to the employer under the circumstances.³⁸ A “liberal, discovery-type standard” to determine relevance is used, and the Union’s burden to establish the relevance of their information requests is “not exceptionally heavy.”³⁹

B. Analysis

After reviewing all of the evidence, I conclude that Respondent failed to furnish and/or unreasonably delayed in furnishing Local 7800 with information concerning whether drive/traffic times and parking times were taken into account in Link2Success when evaluating technicians’ productivity scores/performance.

Specifically, I find that this information is clearly a term and condition of the technician’s employment as drive/traffic times and parking times is a component measured in determining a technician’s productivity score which is used to evaluate a technician’s satisfactory (or unsatisfactory) performance. Thus, the requested information is presumptively relevant information which must be turned over absent a legitimate affirmative defense as to why Respondent cannot produce the requested information.⁴⁰

Respondent defends that it told the Union multiple times on multiple occasions that it had no detailed documentary breakdown of how the Link2Success software factored in drive/traffic and parking times for each job task in which technicians were measured. However, Respondent’s own business analyst credibly refuted this defense.

In sum, Respondent simply failed to reasonably search whether this information existed and whether/how it could be timely produced. Moreover, it offered no other defense as to why it could/did not turn over the requested information.

Accordingly, Respondent violated the Act by not furnishing Local 7800 with all documents proving that/how drive/traffic and parking times were calculated for each technician job task in its Link2Success software.

II. RESPONDENT VIOLATED SECTIONS 8(A)(5) AND (1) OF THE ACT IN PART WHEN IT FAILED TO PROVIDE AND/OR UNREASONABLY DELAYED IN PROVIDING LOCAL 7800 WITH FULL AND COMPLETE INFORMATION ABOUT ALL TECH2GO OUTAGES AND ERRORS REPORTED BY UNIT TECHNICIANS IN JULY 2021 (CASE 19–CA–284549)

A. Legal Standard

The same legal standard applicable in Section I above applies to Section II.⁴¹

B. Analysis

I also find that Respondent violated the Act in part because it failed to directly and succinctly clarify to Local 7800 that its Tech2Go system could/did not capture individual technician’s

and localized outages or errors at any time, much less for July 2021.

Specifically, in reviewing the evidence in the record, I find that the Union’s request for all Tech2Go outages and errors reported by unit technicians in July 2021 was directly related to a term and/or condition of the technician’s employment as the Union requested the outage/error information in representing a technician during grievance proceedings who had been disciplined by Respondent for a low productivity score. The record reflects that the Tech2Go system is how technicians received their job assignments so any outages/errors in the Tech2Go system should have been factored in by Respondent in measuring a technician’s productivity score. As such, the outage/error information is presumptively relevant and should have been produced absent an affirmative defense from Respondent.

In response, Respondent credibly defended that it provided all of the outage information its Tech2Go system captured for the month of July 2021. However, when the Union told Respondent that the Union believed there were more July 2021 outages and clarified that the Union also sought information on Tech2Go errors for July 2021, Respondent never clarified or fully explained to the Union that its Tech2Go system did not capture individual technician’s and localized outages or errors such that there were no additional documents to provide.

As such, while I find that Respondent provided all of the Tech2Go outages captured in July 2021, I also conclude that Respondent did not *fully and completely* respond to the Union’s request by failing to clarify that its Tech2Go system did/could not capture individual technician’s and/or localized outages and errors. Accordingly, Respondent violated the Act in part by not fully complying with the Union’s request for information.

III. RESPONDENT VIOLATED SECTIONS 8(A)(5) AND (1) OF THE ACT IN PART WHEN IT FAILED TO PROVIDE AND/OR UNREASONABLY DELAYED IN PROVIDING DISTRICT 7 WITH ALL NECESSARY INFORMATION IN RESPONDENT’S LATEST VERSION OF ITS M&P MANAGERS AND SUPERVISORS HANDBOOK CONCERNING MANAGEMENT’S CRITERIA TO EVALUATE A TECHNICIAN’S PRODUCTIVITY (CASE 19–CA–285034)

A. Analysis

District 7’s information request is somewhat more complicated than Local 7800’s information requests in Sections I and II. Nonetheless, I find that Respondent violated the Act in part by not fully and completely providing all of the necessary information to respond to District 7’s information request.

Specifically, and based on the evidence in the record, I find that the Union’s request for the M&P handbook for managers and supervisors was presumptively relevant since it received two pages from the handbook that detailed the criteria management uses to evaluate a technician’s productivity/performance, a term/condition of their employment.

The record reveals that Respondent refused to provide the M&P managers and supervisors handbook, despite that it had given District 7 (through a steward) two pages from that the

³⁷ Id., see also *Postal Service*, 310 NLRB 701, 702 (1993).

³⁸ *Disneyland Park*, supra at 1258.

³⁹ *A-1 Door & Building Solutions*, 356 NLRB 499, 500 (2011).

⁴⁰ *Metta Electric*, 349 NLRB 1088 (2007); *Postal Service*, 332 NLRB 635 (2000).

⁴¹ The legal standard outlined is also applicable for Section III’s analysis. See *infra*.

handbook. In so doing, Respondent argued to the Union and at trial that the managers and supervisors' handbook was a supervisory/management tool to which the Union was not entitled.

However, because the portion(s) of the managers/supervisors' handbook that discussed the criteria used to determine a technician's productivity/performance is/are presumptively relevant, especially, in representing a bargaining unit employee who has been disciplined for poor productivity performance, and it was previously provided to the Union, Respondent cannot now claim such information is protected.

But only the portion of the managers/supervisors' handbook dealing with the criteria used by management to determine a technician's performance is discoverable since that criterion involves technicians' terms and conditions of employment, and thus, is presumptively relevant and must be produced. However, I conclude that the remaining portions of the M&P managers/supervisors' handbook, which is a guide for supervisors and managers, that was never turned over to District 7, is not presumptively relevant.

Thus, the burden is upon District 7 to demonstrate the relevance of the remaining parts of the M&P managers/supervisors' handbook.⁴² To show relevance, District 7 must demonstrate that it had "a reasonable belief supported by objective evidence for requesting the information."⁴³

Other than the fact that the Union previously received two pages from the managers/supervisors' handbook, District 7 presented no evidence that it was entitled to the latest version of the entire manual. Nor did the Union point to any particular sections of the managers/supervisors' handbook which involved bargaining unit employees' terms and conditions of employment that would entitle them to any of the remaining sections/chapters of the manual.

Thus, I conclude that District 7 failed to satisfy its burden to show how/why the entire M&P managers/supervisors' handbook was necessary in order for it to perform its statutory duties as the technicians' bargaining agent.

Accordingly, I find that Respondent violated the Act to the extent that it failed/refused to produce and/or unreasonably delayed in producing any/all sections/chapters of the latest version of the M&P managers/supervisors handbook that addressed, referred, referenced, discussed, and/or detailed the criteria management used to evaluate/determine a technician's productivity/performance.

However, I also conclude that Respondent did not violate the Act when it failed/refused to furnish and/or unreasonably failed/refused to furnish the remaining sections/chapters of the M&P handbook for supervisors and managers.

CONCLUSIONS OF LAW

1. Respondent Qwest Corporation, a subsidiary of Lumen Technologies, Inc., f/k/a Century Link LLC, with various locations in the state of Washington, is an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act.

2. Communication Workers of America, and its constituents,

Local 7800 and District 7, are labor organizations within the meaning of Section 2(5) of the Act with Section 9(a) status under the Act.

3. The employees of Respondent described in Article I, Section 1.1 and Addendum 5 of the most recent CBA between Respondent and the CWA National Union, including its constituents Local 7800 and District 7, constitute a unit appropriate (unit employees) for purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. At all material times, Respondent has recognized the CWA National Union and both Local 7800 and District 7 as the designated exclusive collective-bargaining representatives of the unit employees.

5. Respondent violated Sections 8(a)(5) and/or (1) of the Act when it failed to furnish and/or unreasonably delayed in furnishing Charging Party Communication Workers of America Local 7800 with information proving that Respondent took drive/traffic and parking time and other specific factors into account in measuring unit technicians' productivity in its Link2Success software.

6. Respondent also violated Sections 8(a)(5) and/or (1) of the Act in part when it failed to fully comply and/or unreasonably delayed in fully complying with Charging Party Communication Workers of America Local 7800's request for information when it failed to clarify and/or explain that its Tech2Go system did/could not capture individual technician's outages and localized outages and errors, as specifically set forth in this Decision.

7. Respondent also violated Sections 8(a)(5) and/or (1) of the Act in part when it failed to furnish and/or unreasonably delayed in furnishing Communication Workers of America District 7 with copies of *any/all sections/chapters* of the latest version of Respondent's M&P handbook for managers and supervisors that addressed, referred, referenced, discussed, and/or detailed the criteria management used to evaluate/determine unit technicians' productivity/performance, as specifically set forth in this Decision.

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

REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, I recommend that Respondent be ordered to supply the requested information, as set forth above, to Local 7800 and/or District 7.

Having found that Respondent failed and refused to provide and/or unreasonably delayed in providing the requested relevant information to Local 7800 and District 7, I shall order Respondent to cease and desist from this action and to provide to Local 7800 and District 7 with all relevant information as specified in the Order below.

Respondent also shall be required to post a notice that assures its employees that it will respect their rights under the Act. Said notice must be posted in the usual manner, including

⁴² *Disneyland Park*, supra, at 1257; *Richmond Health Care*, supra at fn. 1.

⁴³ *G4S Secure Solutions (USA)*, supra; *Shoppers Food Warehouse*, supra.

electronically to the extent mandated in *J. Picini Flooring*, 356 NLRB 11, 15–16 (2010). The notice will be posted in both English and Spanish.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁴⁴

ORDER

Respondent, Qwest Corporation, a subsidiary of Lumen Technologies, Inc., formerly known as CenturyLink, Inc., its officers, agents, successors, assigns and representatives, shall:

1. Cease and desist from

(a) Failing and refusing to timely and completely supply information to Local 7800 and/or District 7 that is relevant and necessary to the Unions' performance of their duties as the exclusive collective bargaining representatives of its employees as identified in Article 1, Section 1.1 and Addendum 5 of the collective bargaining agreement between Respondent and the Communication Workers of America National Union, including its constituents Local 7800 and District 7 effective March 29, 2020.

(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) Furnish Local 7800 with the following information it requested in/around September 2021:

(i) Any and all documents which show that Respondent took drive/traffic and parking times into account in measuring unit technicians' productivity through its Link2Success evaluation software, and/or

(ii) If Respondent did not specifically account for drive/traffic or parking time in Link2Success, but instead measured all unit technicians against a nationwide average job time, no matter where they were geographically located, Respondent must furnish to Local 7800 documentation identifying the national average and any job time records underlying Respondent's calculation of this national average.

(b) Furnish Local 7800 with the following information it requested on August 27, 2021, as follows:

(i) Any and all documentation that clarify and/or fully explain to Local 7800 that Respondent's Tech2Go system does/did not capture individual technician's and localized outages or errors during the month of July 2021, as set forth in this Decision.

(c) Furnish District 7 with the following information it requested on September 20, 2021, as follows:

(i) Any/all sections and/or chapters of the latest version of Respondent's L2S Methods and Procedures handbook for managers and supervisors that address, refer, reference, discuss, and/or detail the criteria Respondent's management used to evaluate/determine unit technicians' productivity/performance, as specifically set forth in this Decision.

(d) Within 14 days after service by the Region, post at Respondent's facilities in Seattle, Washington, copies of the

attached notices for the requisite hospital marked "Appendix"⁴⁵ in both English and Spanish. Copies of the notice, on forms provided by the Regional Director for Region 19, 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 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 October 8, 2021.

(e) Within 21 days after service by the Region, file with the Regional Director for Region 19 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

(f) It is further ordered that the complaint is dismissed insofar as it alleges violations of the Act not specifically found herein.

Dated, Washington, D.C. August 22, 2023

APPENDIX

NOTICE TO MEMBERS

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 fail and/or refuse to timely and completely supply information to the Communication Workers of America Local 7800 and District 7 that is relevant and necessary to their performance of their duties as the exclusive collective-bargaining representatives of our employees as identified in Article 1, Section 1.1 and Addendum 5 of the collective bargaining agreement between the Communication Workers of America National Union, including its constituents Local 7800 and District 7, and

⁴⁴ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

⁴⁵ If this Order is enforced by a judgment of a United States court of appeals, the words in each of the notices referenced herein 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."

Qwest Corporaton, a subsidiary of Lumen Technologies, Inc., formerly known as CenturyLink, Inc. effective March 29, 2020.

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

WE WILL furnish to Local 7800, in a timely and complete manner, the following information:

(a) Pursuant to Local 7800's September 2021, request for information:

(i) Any and all documents which show that Respondent took drive/traffic and parking times into account in measuring unit technicians' productivity through its Link2Success evaluation software, and/or

(ii) If Respondent did not specifically account for drive/traffic or parking time in Link2Success, but instead measured all unit technicians against a nationwide average job time, no matter where they were geographically located, Respondent must furnish to Local 7800 documentation identifying the national average and any job time records underlying Respondent's calculation of this national average.

(b) Pursuant to Local 7800's August 27, 2021, request for information:

(i) Any and all documentation that clarify and/or fully explain to Local 7800 that Respondent's Tech2Go system does/did not capture individual technician's and localized outages or errors during the month of July 2021, as set forth in this Decision.

WE WILL also furnish to District 7, in a timely and complete manner, the following information:

(a) Pursuant to District 7's September 20, 2021, request for information:

(i) Any/all sections and/or chapters of the latest version of Respondent's L2S Methods and Procedures handbook for managers and supervisors that address, refer, reference, discuss, and/or detail the criteria Respondent's management used to evaluate/determine unit technicians' productivity/performance, as specifically set forth in this Decision.

QWEST CORPORATION, A SUBSIDIARY OF LUMEN TECHNOLOGIES, INC. F/K/A CENTURYLINK, INC.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/19-CA-284277 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.

