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Dear Public Utilities Commission,

The Communications Workers of America (CWA) filed a complaint against CenturyLink on April 22, 2020 (assigned Docket P421/C-20-432). Our complaint revolved around the Company's dilapidated plant, failure to meet State required service standards and its plan to eliminate almost half of the Technicians it employs to maintain communications services to the Twin Cities region. Given the enormous increase on the community's reliance on communications services as a result of the online learning and work-from-home demands caused by the COVID-19 pandemic, we felt it was imperative that the Company retain its technician workforce to keep wait times for repair and service tickets from growing even further and to keep the network running properly.

CWA requested to withdraw the complaint after CenturyLink reached out and assured us the Company would rescind the reduction in force announcement and maintain technician staffing levels as well as provide the necessary investment in infrastructure repair and maintenance.

On June 10, 2020, we provided a letter to the PUC explaining CWA's position and how the withdrawal of our complaint was our effort at, "giving the Company the benefit of the doubt." That letter also explained that,

"CenturyLink Technicians, members of CWA, will no doubt continue to observe the practical implications of CenturyLink's Corporate decisions—positive or negative. We will know soon enough if our faith in the Company's good intentions are warranted, or if the cancellation of the force adjustment was merely a temporary and cynical ploy to avoid further scrutiny."

We very quickly learned the answer. Any faith the CWA had in CenturyLink was misplaced. Less than three weeks after our letter, on June 30, CenturyLink informed CWA that it was issuing a "new" Involuntary Notice of Force Adjustment for essentially the same workforce as the earlier notice (Exhibit A). In doing so, the Company has unequivocally proven that the act of rescinding the initial layoff announcement was indeed just a very temporary and cynical ploy to avoid scrutiny. The new layoffs are to be effective on September 29, 2020, just a few weeks into a school year which will mark an unprecedented reliance on quality communications services for school children statewide.

As the CWA also explained in our June 10 letter, we had previously reached out to the Company to see if they would make any specific commitments to investment in the infrastructure as part of a joint response to the PUC. The Company declined to make any commitments.

Furthermore, in the observation of Technicians, there has been no decrease in waiting times for customer repairs or installations, and the Company as previously alleged remains out of compliance with the legally mandated service standards of Minnesota's Administrative Rules 7810.5800 and 7810.5900 among others. For example, one Technician explained that in response to a request for service made on July 30, customers were provided with an earliest possible repair appointment date of August 6 -- a full seven days later. Other technicians verified that this lag time is now typical.

Thus, none of the underlying concerns CWA primarily focused on in our initial complaint to the PUC has been addressed such as investment and workforce levels. Since that time, additional information has come to our attention that we believe may also violate the Company's obligations to Minnesota. Some of the specific issues of concern include:

The Company has abandoned its long-established policy that provided a procedure to ensure that technicians are available to respond to individual customers' emergency outages that occur outside of normal working hours. The process simply was to have some technicians "on-call" for a week or more at a time who remained available for after-hours urgent repair calls (e.g., for those with medical needs, etc.) There is no longer a rotation or even a volunteer list maintained by the Company of available technicians for this purpose. Rule 7810.5900 requires the Company to not only receive trouble reports 24 hours daily, but also, "to clear trouble of an emergency nature at all hours, consistent with the bona fide needs of the customer..."

It appears CenturyLink has instituted a new practice whereby it refuses to provide buried wireline service to residents who are unwilling to accept exorbitant costs being shifted to the customer. The costs vary based on depth and length of the wire drops. The length is a product of the location of server terminal (location of terminals determined by CenturyLink), and the trenching depth required by the municipality. Many municipalities such as Rogers and Maplewood, have depth requirements of as much as 42" for which CenturyLink charges \$3.25/ft. to trench and \$9.25 for boring. According to a Company memo, "If a drop is placed for a new order and it will cost over \$1250, we will likely have to send a tech out to pick up the drop and disconnect the customers service."

Administrative Rules 7810.3300 Maintenance of Plant and Equipment, requires CenturyLink to keep "all plant and equipment in good state of repair consistent with safety and adequate service performance...Broken, damaged, or deteriorated parts which are no longer serviceable shall be repaired or replaced." Exhibit B is a collection of photos of deteriorating telecom plant plainly visible from the street. While outside observers are forced to imagine the state of the infrastructure hidden from public view, CenturyLink Technicians have direct knowledge and have reported instructions from CenturyLink managers to avoid replacing subpar, damaged, or immersed cables as a cost-saving measure, despite clear indications that the cables need replacement. This is contrary to the mandate of 7810.3300, "Electrical faults, such as leakage or poor insulation, noise, induction, cross talk, or poor transmission characteristics, shall be corrected to the extent practicable within the design capability of the plant affected."

Minnesota Administrative Rules 7810-4900 requires the Company to conduct traffic studies and ensure “sufficient equipment and an adequate operating force are provided during the busy hour, busy season.”

With the plant’s state of disrepair, the termination of appropriate “Call-Out” procedures for Technicians and the already excessive waiting time for repairs, it would seem the size of the workforce is inadequate to maintain the system. In fact, the technician workforce has been cut by 22% since 2018. The further cuts scheduled for September will mean the Technician ranks will be cut by 36% over that same period.

Lastly, the Company is required to maintain records of customer issues. The Company recently informed CWA that, “CenturyLink does not track the number of customer complaints due to delays in installing or repair.” If this is in fact true, it suggests the problems may be quite a bit larger than we suspect, but also may be in violation of Administrative Rule 7810-5900 and 7810-5800.

As a result, of the above issues, the Company’s refusal to commit resources to infrastructure investment and excessive reduction in the technician workforce, CWA must request that the PUC commence a full and complete investigation of CenturyLink and its failures to meet its obligations immediately.

The CWA further requests that the investigation be expedited as much as possible. CenturyLink successfully stalled serious scrutiny by making vague promises that it clearly had little intention of keeping. Now, with COVID-19 relegating much of the state’s workforce to telecommuting, health professions and patients to telemedicine and with just a few weeks before the demands for online learning of nearly a million Minnesota students explode, Minnesotans cannot afford to wait for service.

Communications services, whether its dial tone or internet, utilize the same plant, the same infrastructure and are maintained by the same Technicians. CenturyLink has an obligation to the people of Minnesota. It provides the essential services that our education system, our health care system, and indeed our entire economy is dependent upon. Recent actions suggest it does not take this obligation seriously. The PUC has the power and the authority to see that they do.

Once again, we must thank the PUC for your work to ensure the companies that provide communications services to Minnesotans are held accountable for the reliability and affordability of those services.

Sincerely,



Jeff S. Lacher
Staff Representative
CWA, District 7



July 1, 2020

**NOTICE - ARTICLE 19, FORCE ADJUSTMENT & FORCE REDUCTIONS
FIELD OPERATIONS – BRIAN FANCIULLI ORGANIZATION**

The Company continues to experience market and competitive pressures on our business with the ongoing need to align revenues with its cost structure. Based on these challenges, the Brian Fanciulli's Field Operations Organization will announce a formal surplus (Force Adjustment & Reduction) in the job titles and Reasonable Commuting Areas (RCAs) listed below reflecting the reduction number necessary:

Location/RCA	RCA #	Job Title	Reduction #
Minneapolis, MN	RCA 90	Broadband/Network Technician	49
Minneapolis, MN	RCA 90	Central Office Technician	8
Minneapolis, MN	RCA 90	Customer Data Technician	1
St. Paul, MN	RCA 95	Customer Service Specialist	3
St. Paul, MN	RCA 95	Broadband/Network Technician	26
St. Paul, MN	RCA 95	Customer Data Technician	1

This force adjustment and reduction will be administered pursuant to Article 19 of the Qwest/CWA Collective Bargaining Agreement and the Letter of Agreement regarding the Enhanced Voluntary Separation Payment for Regular Employees, dated March 29, 2020.

The Organization is announcing this decision today, Wednesday, July 1, 2020 and the force adjustment resolution date is Tuesday, September 29, 2020.

Please do not forward this notice to other employees as this formal surplus announcement may not apply to them. All employees affected by this decision will receive their own notice.

To access the related *Formal Surplus Provisions* and *Summary Plan Description* documents, please go to InsideLink and type "Labor Relations – US", then select Qwest-CWA and choose the appropriate documents. Additionally, you will receive an invitation to participate in an online coverage of the applicable provisions of the collective bargaining agreement or the coverage may take place via a conference call. The intent of this coverage is to walk you through the *Provisions*' document so that you understand what options and benefits are available to you under Article 19.

For questions regarding Retirement/Pension or Health and Welfare benefits, please contact the CenturyLink Service Center at 800-729-7526. If you have any general questions or questions related to the provisions of Article 19 under the collective bargaining agreement, please go to the InsideLink home page and click on **HRChat**.

EXHIBIT B



Burnsville



Savage



Hastings



-> close-up



Savage



Savage



Burnsville



Burnsville



Shakopee



Chanhassan



Little Canada

->



(close-up)



Minneapolis



New Brighton



Burnsville



New Brighton



Golden Valley



Burnsville



Shakopee



Richfield



Savage