FLEISCHMAN AND WALSH, L.L.P.

ATTORNEYS AT LAW
A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION
1919 PENNSYLVANIA AVENUE, N.W.
SUITE 600
WASHINGTON, D.C. 20006
TEL (202) 939-7900 FAX (202) 745-0916
INTERNET www.fw-law.com

SETH A. DAVIDSON
(202) 939-7924
SDAVIDSON@FW-LAW.COM

March 28, 2006

BY ELECTRONIC FILING

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Comcast-Time Warner-Adelphia Applications for Consent to the Assignment and/or Transfer of Control of Licenses, MB Docket No. 05-192

Dear Ms. Dortch:

On March 22, 2006, the Communications Workers of America ("CWA") filed an *ex parte* notice describing its most recent presentation to the Commission regarding the above-referenced proceeding.[1] CWA's presentation once again rehashes allegations that Time Warner Inc. ("Time Warner") has previously addressed and refuted.[2] Thus, there is no need for Time Warner to respond to CWA's latest presentation in detail. Rather, suffice it to say that CWA continues to mischaracterize the substance and purpose of certain meetings and correspondence between Time Warner and the employees of various systems that Time Warner seeks to acquire through the transactions underlying this proceeding.

For example, in previous letters, CWA has accused Time Warner of requiring Adelphia's union employees to "reapply" for their jobs and of "discriminating" against those employees with respect to their compensation. In its February 28, 2006 letter, Time Warner disproved these claims by providing a copy of the actual letter sent to Adelphia employees (both represented and not represented) offering them employment with Time Warner at a starting wage rate equal to

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[1] Letter from Kenneth R. Peres, Research Economist, Communications Workers of America, to Marlene Dortch, Secretary, Federal Communications Commission, dated March 22, 2006 (relating to meeting held on March 21, 2006 with Rudy Brioche, legal advisor to Commissioner Adelstein).

[2] *See, e.g.*, Letter from Seth A. Davidson, Counsel for Time Warner, to Marlene H. Dortch, Secretary, Federal Communications Commission, dated January 25, 2006; Letter from Seth A. Davidson, Counsel for Time Warner, to Marlene H. Dortch, Secretary, Federal Communications Commission, dated February 28, 2006.

their wage rate with Adelphia. Remarkably, although CWA does not challenge the accuracy of the information contained in the letter, it now complains that this correspondence was "selective" and "threatening."[3] Time Warner submits that the letter, which plainly was crafted both to welcome the Adelphia employees to Time Warner and to inform them of their rights, speaks for itself.

CWA's other allegations are equally lacking in merit, as are its "recommendations" for conditions on the transactions herein under review. For example, there simply is no precedent for CWA's demand that the Commission delve into matters of federal labor law by requiring Time Warner and Comcast to "continue a bargaining relationship with those units that are represented by a union." As Time Warner has repeatedly indicated to CWA, most recently in a March 15, 2006 letter to Sylvia Ramos, a CWA representative in Dallas, "should a bargaining relationship exist as of the date of the transfer to Time Warner Cable, upon request, the Company will thereafter negotiate in good faith over terms and conditions of employment for represented employees."[4] With respect to CWA's recommendation that the Commission declare that "[t]ransferred workers will be eligible for company benefit plans and no reduction in compensation," Time Warner notes again that it already has offered all employees – both represented and non-represented – employment at their current compensation levels. To the extent that there are any disputes concerning the conduct of the parties with respect to labor relations, the NLRB is the appropriate federal agency to review those issues.[5]

Please do not hesitate to contact the undersigned if you have any questions concerning this matter.

Respectfully submitted,

Seth A. Davidson
Counsel for Time Warner Inc.

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[3] For example, CWA's *ex parte* notice charges Time Warner with seeking to "instill fear" in Los Angeles area workers. Time Warner fully responded to this unfounded charge in a letter to CWA that was attached to Time Warner's February 28, 2006 letter.

[4] While CWA alleges that Time Warner has acted improperly in refusing to meet with union representatives in the Dallas area, the fact is that CWA's demand that Time Warner enter into collective bargaining before the transactions close (and thus before Time Warner becomes the employer of those employees) is entirely premature.

[5] It is noteworthy that, as acknowledged in its *ex parte* notice, CWA has invoked the NLRB's jurisdiction by filing an unfair labor practice charge in Los Angeles. Under the circumstances, it would be particularly inappropriate for the Commission to entangle itself in matters that Congress has delegated to another agency. For the record, Time Warner notes that CWA's complaint is against Adelphia, not Time Warner. Moreover, as detailed in a February 27, 2006 letter to CWA that was attached to Time Warner's February 28, 2006 letter to the Commission, CWA has entirely mischaracterized the statements made by Greg Drake to Adelphia employees. Those statements were well within the boundaries of applicable labor law.

cc: Best Copy and Printing, Inc.
Rudy Brioche
Donna Gregg
Sarah Whitesell
Royce Sherlock
Marcia Glauberman
Tracy Waldon
Wayne McKee
Jim Bird
Neil Dellar
Ann Bushmiller
Julie Salovaara
JoAnn Lucanik
Kimberly Jackson
Jeff Tobias

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