

**AREA LEVEL – JOINT CONFERENCE WITH LABOR**  
**UNITS 11, 15, 22, & 25 GRIEVANCES**

**DATE:** January 4, 2024  
**TIME:** 9:00 A.M.  
**PLACE:** 2124 Race Street, 2<sup>nd</sup> Floor, Philadelphia, PA

**PRESENT FOR THE UNION:**

Rich Dezzi - Eastern Region VP  
Jaime Schools - Unit 11 President  
Chris Wackerman - Unit 15 President  
Joe Peruggia - Unit 22 President  
Dave Gain - Unit 25 President.

**PRESENT FOR THE COMPANY:**

Jeff Fallon - Sr. Mgr. Labor Rel.  
Carla Radiconi -Analyst (Via Phone)

**AGENDA:**

1. #ER-001-23 Violation of 2008 Fios Installation and Repair Work **CID PUA**
2. #001-06-004-23 George Balzer – Violation of Exhibit A3.022 **PU**
3. #001-06-005-23 Bob Kaut – Violation of Exhibit A3.022 **PU**
4. #011-06-036-23 Jaime Schools – Violation of Article 40 **CID**
5. #011-06-037-23 Steve Brewster – Violation of Article 40 **CID**
6. #011-06-038-23 Jennifer Thomas – Violation of Letter on Page 48 **PC**
7. #013-03-032-23 Clinton Handy – Violation of Letter on Page 59 **Skip**
8. #013-03-035-23 Charles Butz – Violation of 2008 Buried Loop Agree **Skip**  
#013-03-036-23 Charles Butz - Violation of 2008 Buried Loop Agree **Skip**  
#013-03-037-23 Charles Butz - Violation of 2008 Buried Loop Agree **Skip**
9. #015-02-030-23 Anthony Truglio – Violation of 2008 Buried Loop Agree **PU**
10. #015-02-031-23 Anthony Truglio – Violation of 2008 Buried Loop Agree **PU**
11. #015-03-002-23 Matt Higgins – Violation of 2008 Buried Loop Agree **CID**
12. #015-03-010-23 Edwin Acevado – Violation of Article 11 / Termination **CID PUA**
13. #015-06-008-23 Sean Beal – Violation of Article 8 **CID**
14. #022-02-012-23 Robert Fuchs – Violation of Article 8 **PU**
15. #022-06-006-23 Alvaro Rosario – Violation of Letter on Page 59 **CID**
16. #022-06-007-23 Demier Dubois – Violation of Letter on Page 59 **CID**
17. #022-06-004-23 Alex Johnson – Violation of Letter on Page 59 **CID**  
#022-05-008-23 Lyubomyr Moroz – Violation of Letter on Page 59 **CID**  
#022-05-009-23 Dave Kunicki – Violation of Letter on Page 59 **CID**  
#022-05-010-23 McKinley Lingham – Violation of Letter on Page 59 **CID**  
#022-05-011-23 Ken Howard – Violation o Letter on Page 59 **CID**  
#022-05-023-23 Ken Howard – Violation of Letter on Page 59 **CID**  
#022-05-016-23 Larry King – Violation of Letter on Page 59 **CID**
18. #025-03-024-23 Pete Altieri – Violation of A3.022 **PU**
19. #025-03-025-23 Pete Altieri – Violation of A3.022 **PU**
20. #025-03-026-23 John Chernay – Violation of A3.022 **PU**

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21. #025-07-030-23 Petrit Morina – Undesirable Tours **CID**
22. #025-07-031-23 Kevin Pipata – Undesirable Tours **CID**
23. #033-06-006-23 Cris Rice – Violation of A3.022 **Skip**  
#033-06-007-23 Brian Shonk – Violation of A3.022 **Skip**  
#033-06-008-23 Patrick Cleary – Violation of A3.022 **Skip**  
#033-06-009-23 Mike Hennessy – Violation of A3.022 **Skip**
24. #033-06-012-23 Charles Volpe – Violation of A3.022 **Skip**  
#033-06-013-23 Mike Hennessy – Violation of A3.022 **Skip**  
#033-06-018-23 Shawn Hennessy – Violation of A3.022 **Skip**  
#033-06-019-23 Cris Rice – Violation of A3.022 **Skip**
25. #033-06-014-23 Shawn Hennessy – Violation of A3.022 **Skip**  
#033-06-015-23 Charles Volpe – Violation of A3.022 **Skip**  
#033-06-016-23 Cris Rice – Violation of A3.022 **Skip**  
#033-06-017-23 Mike Hennessy – Violation of A3.022 **Skip**

### **1. #ER-001-23 Violation of 2008 Fios Installation and Repair Work:**

Union: Jeff, we have heard this many times throughout the year, can you confirm that the “FECO” ticket attachment was sent to me by you was for Pennsylvania calls only for the 1<sup>st</sup> quarter of 2023?

Company: Yes, it was.

Union: From the data you sent we had 112,344 tickets for the 1<sup>st</sup> quarter, we went through them all and highlighted what we believe are outside the scope of a Fiber Customer Solution Analyst (FCSA). In fact, looking over the job brief under general duties that job includes providing trouble status, perform analysis, and isolates trouble. It is our position that all FECO tickets that indicate an FCSA ‘reset ONT, rebooted and ONT, repaired an ONT, resent ONT port, changed ONT port, etc.’ should have been sent to a Fiber Network Technician (FNT) or necessitated a Service Tech dispatch. Do you agree?

Company: No, I do not.

Union: Looking at the FNT job brief, under general duties, and lining up with the highlighted FECO tickets where our belief is that the FCSA went beyond their job functions, it is our position that every FECO ticket that goes beyond the ‘perform analysis and isolation of trouble conditions warrant an upgrade to the FNT title and pay grade. We also contend that in each and every instance that has already occurred are examples of the FCSA working above their title. Pay each FCSA the FNT pay grade for each and every ticket where they worked above title and furthermore, the Company needs to either transfer job to an FNT, upgrade the FCSA title to FNT, or dispatch a Service Tech.

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Company: As mentioned before, the FSCA job responsibility since its inception is to help customers troubleshoot their issues. When they are successful a FECO ticket is generated and no dispatch is required. If they are unsuccessful then a Service Tech is dispatched. The Company sees no violation and this grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company with violating Articles 2,8,12,17 and letters on pages 25 and 28.

**CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON 1/4/2024.**

**12. #015-03-010-23 Edwin Acevedo - Violation of Article 11 / Termination:**

Union: Jeff, can you confirm Edwin Acevedo's NCS date?

Company: I show November 13, 2015.

Union: Was he terminated on October 30, 2023?

Company: Yes.

Union: It looks like that document is a step 5 notification and a termination letter together, is that correct?

Company: Yes.

Union: Was it provided to the employee in person, phone, via mail?

Company: I don't know.

Union: Is there any reason not to believe it was in person?

Company: No.

*Off Record Discussion*

Union: Who terminated him?

Company: Local Manager Quentin Todd's name is on the document.

(ERVP Rich Dezzi reviews document)

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Union: Going backwards with this document, prior to October 30, 2023, he was in fact employed and recently served a 15-day suspension on October 6, 2023 is that correct?

Company: I show he was suspended starting on October 9, 2023 through October 13, 2023.

Union: So, his 15-day suspension was working days that started on October 9, 2023 through October 13, 2023, then suspended on October 16, 2023 through October 20, 2023 and finally on October 23, 2023 through October 27, 2023, then he was terminated on October 30, 2023, is that an accurate record?

Company: Yes, it appears to line up with what I have.

Union: In your opinion did he have a chance to correct his actions from when he was placed on 'Step 4' to when he was terminated?

Company: I would say he had 7 different opportunities in the past where the Company did not advance him on the RAP plan when they could have and he could have corrected his actions at any of those instances.

Union: Is there anything he could have done to correct his actions between October 6, 2023 his first day of his 15-day suspension for 'Step 4' and October 30, 2023 when he was terminated?

Company: He could have provided some type of required paperwork.

Union: His chargeable absences on August 10<sup>th</sup> and 11<sup>th</sup> of 2023 prompted his being put on 'Step 4', is that correct?

Company: Yes.

Union: So, when he was suspended starting October 6, 2023, the Company already knew there were 3 more days of absence coming and that the Company already decided to terminate him?

Company: He had every opportunity to provide FMLA paperwork and failed to do so.

Union: Do you have any phone call records, emails, or texts from supervisor Quentin Todd to Edwin conveying a sense of urgency to get these absences covered?

Company: I don't know if there were any or not, but all employees get mailed letters to their home stating that FMLA paperwork is available to cover absences that meet the criteria. He did not return any.

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Union: I sent you an RFI concerning this grievance, correct?

Company: Yes, and you have everything I have.

Union: Is January 2021 version of the Regional Attendance Plan (RAP) the most recent version?

Company: I believe it is.

Union: Did Quentin Todd contact HR in accordance with the RAP plan?

Company: Yes, HR was involved.

### *Off Record Discussion*

Union: Was there a 'welcome back letter' given to Edwin for the August 18<sup>th</sup>, September 1<sup>st</sup> or September 9<sup>th</sup> absences?

Company: I show him getting a letter on August 23, 2023 for the August 18<sup>th</sup> absence.

Union: The August 23<sup>rd</sup> letter is a standard letter but was there one for the final absences that triggered the Company to take termination action?

Company: I don't have any, he was out so much in October he must not have been covered.

Union: Was this the first time he was placed on 'Step 5' of the RAP plan?

Company: This was his first time on 'Step 5', but there were 7 incidents where the Company could have progressed him on the plan and did not.

Union: Do you believe the Company showed forbearance?

Company: Yes, I do very much so. For example, on February 16, 2021, he had a one-day absence, on April 23<sup>rd</sup> and 24<sup>th</sup> of 2021 he was absent. On November 1, 2021, he called out for one day, on July 7, 2022, he was placed on 'Step 3' for 3 separate absences when only one would have triggered that step. On June 20, 2022, he was out for one day. On October 18, 2022, he was absent and requested "A" time without pay and was granted it. His termination was conducted due to 3 separate absences in August and September when only one absence would have triggered his termination and none of the above-mentioned dates was, he subjected to the RAP plan, so yes, he was given many opportunities to stay employed and correct his actions.

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Union: If the Company finds a letter covering the last absences will the Company provide it?

Company: Yes.

Union: Is the decision to terminate based solely on Edwin's attendance?

Company: Yes, he was terminated via the RAP plan.

Union: Has the Company provided everything it used to justify termination?

Company: Yes, you have everything I have.

Union: We have an 8-year employee who was advanced on the RAP plan in his last several months of employment. He was placed on 'Step 4' and then 'Step 5' and termination. We don't dispute that the Company showed forbearance, but the employee did not have a chance to correct thing between suspension and final step. We are not denying that he did not get his paperwork done, but he was suffering from medical issues that prevented him from doing so. Our position is that this discipline is excessive and is a violation of Article 11, bring Edwin Acevedo back to the payroll and make whole in every way to settle this grievance.

Company: Mr. Acevedo progressed through the RAP plan and was shown at least 7 instances of forbearance in his short 8-year career. His failure to provide any type of documentation and his unsatisfactory attendance led to his termination. This grievance is denied.

Union: We will close this in disagreement pending union action and charge the Company with violating Articles 11 and 12.

**CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON 1/4/2024.**

**2. #001-06-004-23 George Balzer - Violation of Exhibit A3.022:**

**3. #001-06-005-23 Bob Kaut - Violation of Exhibit A3.022:**

Union: We are going to skip these today and hold them Pending Union.

**PENDING UNION AT LABOR ON 1/4/2024.**

**4. #011-06-036-23 Jaime Schools - Violation of Article 40:**

Union: This grievance pertains to work being done out of state. In this instance Andrew Mallory moved work off of Pa. tech LUU on October 30, 2023, at 12:25pm, can you tell me why?

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Company: Company believes that this is a shared work function as has been past practice and the Delaware MA can do that job function.

Union: Was there any attendance or vacation issues in the Philadelphia DRC on this day that forced the Company to go to Delaware DC to do this work?

Company: Not that I am aware of.

Union: Why was this decision made?

Company: They have a shared que that they use. Generally, the work is done by the separate groups consistent with what State they work in, but there are times that arise that each group will dispatch each other's work.

Union: Who made the decision to do this?

Company: I don't believe anyone in particular; the tech gets through the call queue and asks for help.

Union: Is there any Company edict showing the Company intends to move dispatch work from Philadelphia to Delaware?

Company: No.

Union: Was there an ISP offered in the Philadelphia DRC?

Company: Yes.

Union: Pennsylvania techs should be supported by Pennsylvania MA's; this was originally Bell of Pa. not Diamond State Telephone. We contend the Company is in violation of Articles 2,8,17,39,40,41. Pay Jaime Schools 2 hours to settle this grievance.

Company: The Philadelphia and Wilmington DRC have shared job functions for years. At times they do dispatch each other's work and it is not work exclusive to Local 13000. This grievance is denied.

Union: We will close this in disagreement. We contend the Company is in violation of Articles 2,8,17,39,40,41.

**CLOSED IN DISAGREEMENT AT LABOR on 1/4/2024.**

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**5. #011-06-037-23 Steve Brewster - Violation of Article 40 / Work Performed Out of State:**

Union: This grievance is somewhat similar to the last one, but in this case Regina Harmon from the Delaware DRC removed work (JOB PAD203LXPC) from technician HFV on September 22, 2023. Can you tell me why this happened?

Company: As I said with the last grievance, this work is not exclusive to Local 13000. This has been a shared function between these two centers for a very long time.

Union: Were there issues on that day with heavy vacation or absence?

Company: I am unaware if any.

Union: Is there an edict to move work from Pa. to Delaware?

Company: No.

Union: Was an ISP offered in Pennsylvania to the MA title?

Company: Yes.

Union: Who made this decision, was it Amanda?

Company: I don't know.

Union: Steve Brewster is a 30+ year employee who is very good at what he does. Pennsylvania techs should be supported by Pennsylvania MA's, this was originally Bell of Pa. not Diamond State Telephone. We contend the Company is in violation of Articles 2,8,17,39,40,41. Pay Steve 2 hours to settle this grievance.

Company: The Philadelphia and Wilmington DRC have shared job functions for years. At times they do dispatch each other's work and it is not work exclusive to Local 13000. This grievance is denied.

Union: We will close this in disagreement. We contend the Company is in violation of Articles 2,8,17,39,40,41.

**CLOSED IN DISAGREEMENT AT LABOR ON 1/4/2024.**

**6. #011-06-038-23 Jennifer Thomas - Violation of Letter on page 48:**



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Company: I don't have information on this and will have to take a pending.

**PENDING COMPANY ON 1/4/2024.**

**7. #013-03-032-23 Clinton Handy - Violation of Letter on Page 59 / Loaned Letter:**

Union: We will skip this today and hold it Pending Union.

**PENDING UNION AT LABOR ON 1/4/2024.**

**8. #013-03-035-23 Charles Butz - Violation of the 2008 Buried Loop Agreement:**

**#013-03-036-23 Charles Butz - Violation of the 2008 Buried Loop Agreement:**

**#013-03-037-23 Charles Butz - Violation of the 2008 Buried Loop Agreement:**

Union: We will skip these today also and hold it Pending Union.

**PENDING UNION AT LABOR ON 1/4/2024.**

**9. #015-02-030-23 Anthony Truglio - Violation of the 2008 Buried Loop Agreement:**

Union: Jeff, you held this pending at our last meeting.

Company: I spoke to Contract Services, and they have no record of any work ever being done at the address you provided, which was 9366 Jamison Ave. Philadelphia.

*Off Record Discussion*

Union: I will take a pending on this and get more information so we may clear things up.

**PENDING UNION AT LABOR ON 1/4/2024.**

**10. #015-02-031-23 Anthony Truglio - Violation of the 2008 Buried Loop Agreement:**

*Off Record Discussion*

Union: I will also take a pending on this one too.

**PENDING UNION AT LABOR ON 1/4/2024.**

**11. #015-03-002-23 Matt Higgins - Violation of the 2008 Buried Loop Agreement:**

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Union: Jeff, I show you held this pending the last time we discussed.

Company: I went back to logistics with the various serial numbers to ONT's that you gave me regarding a job at 3066 Memphis Street in Philadelphia. There 2 different serial numbers I was given. First was ALCLCCD7DFEA that was received by Storekeeper Chris Gallo at the 3<sup>rd</sup> and Noble work center in July of 2022 and was activated for a customer at a different address later that month. The second was ALCLCE0499EA, that was received by the Storekeeper at the 2<sup>nd</sup> and Erie work center in December of 2022. Those 2 serial numbers were never received at any Verizon Wireless store or authorized retailer. If the Memphis Street customer is claiming that they got them at those locations, I would theorize that someone dropped Fios equipment there that did not know what do to with it.

Union: Does the Company have any intention whatsoever to use Verizon Wireless retailers to issue Fios equipment?

Company: No

Union: Is the Company still using Assistant Technicians to deliver Fios equipment?

Company: They continue to deliver what they have in the past, but I do not believe they deliver ONT's.

Union: Is the Company violating any Arbitration awards?

Company: No.

Union: Matt Higgins is mentally distraught over the thought of the Company degrading his title and taking his work. Pay Matt 2 hours pay and cease and desist this practice to settle this grievance.

Company: Authorized Retailers do not and should not be stocking ONT's. We are not clear as to how this customer even came by them in the first place. There is no plan to start this practice and this grievance is denied.

Union: We will close this in disagreement and reserve the right to re-grieve this if the matter warrants.

**CLOSED IN DISAGREEMENT AT LABOR ON 1/4/2024.**

**13. #015-06-008-23 Sean Beal - Violation of Article 8 / Letter on Page 59:**

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Union: This grievance pertains to the dispatching of a Splicing Technician (tech id LXH) on service order PA11911316170, do you have any information on this?

Company: That is not the right service order number. In this instance a Splicer was dispatched out on a copper repair that was in a know chronic troubled copper cable. The decision was made to migrate this customer off of this terrible cable and put them onto the fiber network. In order to that a bucket truck would have been needed and the Splicer who had a bucket truck did the job.

### *Off Record Discussion*

Union: Our position is that all service order work related to Fios is to be performed by a Services Technician, albeit a shot cable, an abandoned cable or whatever, any decision made by Verizon cannot circumvent the Services Tech title which has been our CBA for over 60 years. When the Company decides to migrate a customer off of copper and onto fiber, we insist that the Service tech has a role in that job. To settle this grievance, pay the 64 hours paid to Splicers to do the job back to the Service Tech title at that location.

Company: The Company's view is that a Splicer can work down in title. The copper cable had major issues and this customer was a chronic trouble ticket. The Company made a decision to migrate them onto fiber for more consistent and better service and they needed to be wired out of limits to save this customer from leaving and the Splicer did just that. The grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 2,8,39,40,41 and Letter on page 25.

**CLOSED IN DISAGREEMENT AT LABOR ON JANUARY 4, 2024.**

### **14. #022-02-012-23 Robert Fuchs - Violation of Article 8:**

Union: This grievance pertains to Splicers being required to sketch drawings for engineering, do you have any knowledge?

Company: Per Local Manager Al Warnick they are sometimes asked for sketches for engineers or for linemen.

### *Off Record Discussion*

Union: I am going to take a pending on this.

**PENDING UNION AT LABOR ON JANUARY 4, 2024.**

**15. #022-06-006-23 Alvaro Rosario - Violation of Letter on Page 59:**

**16. #022-06-007-23 Demier Dubois - Violation of Letter on Page 59:**

Union: These two grievances pertain to loans on Saturday out of the Norristown Services Tech admin group, specifically on September 9, 2023. These two techs filed for same situation, and we will hear them together, can you tell me why they were loaned to the Main Line admin group?

Company: The needs of the business.

Union: Alvaro has and NCS date of May 16, 2018, is that correct?

Company: Yes.

Union: Was he loaned for a full day to Main Line on September 9, 2023?

Company: I don't know.

Union: Was there any overtime on this day?

Company: I don't know.

Union: I show Norristown tech Bill Sanchez came in on overtime. Why are the scheduled techs being loaned out to another area and the overtime tech stays?

Company: From what I was told the Main Line admin group was all asked to work overtime that day and no one came in.

Union: Is there any local agreement between Main Line and Norristown?

Company: I have no paperwork saying so.

Union: This has been happening ever since Capacity Management came to Pennsylvania. Their philosophy is now permeated throughout this state. We have undesirable tours scheduled and not enough work to fill them, so the answer is to send techs out of their area in search of work which creates disagreements between the Company and the Union. To settle this grievance, reduce the number of tours in Norristown and give each of these grievants an extra vacation day to be used by this April 30<sup>th</sup>.

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Company: Through Article 40 the Company can assign work to various work groups to meet the demands of the customer. Everyone was called in for overtime in this instance in both of the admin groups. There were not enough of techs that came in; therefore, a loan was done to satisfy the needs of the business. This is the very essence of Article 40 and the grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 2,8,39,40,41 and the letter on page 59.

**CLOSED IN DISAGREEMENT AT LABOR ON 1/4/2024.**

**17. #022-06-004-23 Alex Johnson - Violation of Letter on Page 59:**

**#022-05-008-23 Lyubomyr Moroz - Violation of Letter on Page 59:**

**#022-05-009-23 Dave Kunicki - Violation of Letter on Page 59:**

**#022-05-010-23 McKinley Lingham - Violation of Letter on Page 59:**

**#022-05-011-23 Ken Howard - Violation of Letter on Page 59:**

**#022-05-012-23 Ken Howard - Violation of Letter on Page 59:**

**#022-05-016-23 Larry King - Violation of Letter on Page 59:**

Union: Services Technicians from the Norristown and Main Line admin groups were loaned out of their respective areas during an undesirable tour on Saturday June 17, 2023, Saturday July 29, 2023, and Sunday August 13, 2023. Can you tell me why this happened?

Company: There was a business need.

Union: Is there a certain area that has more need than others?

Company: I don't know, I can only say that the Norristown and Main Line admin groups for the Service Tech title were all asked to work overtime on those dates and not enough of people came in to satisfy the business need.

Union: Does Capacity Management make these decisions?

Company: They do and as you know the workload is always fluid. What might be a very busy area in one month is not so busy the next and the need for tech is ever changing.

Union: Does Capacity Management consult with the field when making these decisions?

Company: I would think conversations take place all the time, but keep in mind it is not an exact science this forecasting of work and the fact that everyone was asked to come in on overtime and help out shows me there was a real need.

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Union: Our position is that when the field sits with these Unit Presidents to negotiate tours, there is a need for the number of undesirable tours given at those meetings. Every summer the Company refuses to reduce tours. We don't feel tours should be given out to our members on the hopes that the work will be there and if not, we will just send you somewhere else. To settle these grievances, give each grievant 8 hours of vacation time to be used by April 30, 2024.

Company: The Company has the right via Article 40 to assign employees to cover work per the needs of the business. I am sure the Company would be open to using Article 18 and get the workforce right. The grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Article 2,8,39,40,41 and the letter on page 59.

**CLOSED IN DISAGREEMENT AT LABOR ON 1/4/2024.**

**18. #025-03-024-23 Pete Altieri - Violation of A3.022 / Overtime Displacement:**

**19. #025-03-025-23 Pete Altieri - Violation of A3.022 / Overtime Displacement:**

**20. #025-03-026-23 John Chernay - Violation of A3.022 / Overtime Displacement:**

Union: These grievances are all similar in nature and will be heard as one. These 3 grievances pertain to overtime displacement. On Monday November 13, 2023, Pete Altieri was NS and was not called in. The same thing occurred on Monday November 20, 2023, for Pete Altieri. Also on Monday November 27, 2023, John Chernay was NS and not called in. On all three of these dates there were Splicers from other admin groups loaned into the Trevoise/Hatboro Splicing admin group. Although I have not received any loan notifications from the Company about these loans, I did confirm that Line Lexington Splicers were loaned over to do HUB consolidations, can you tell me why this happened?

Company: The Company needed to keep Splicers in the area busy on those dates and are under no obligation to call people in for overtime when they are trying to keep scheduled people busy.

Union: Are you aware of an agreement Area Manager Mike Wiggins had with those Splicers in Trevoise and Hatboro?

Company: To a degree I am aware, but I will say there is no local agreement without your signature and my boss, the Director of Labor Relations on a document and no such document exists.

*Off Record Discussion*

Union: I am going to take a pending on this

**PENDING UNION AT LABOR ON 1/4/2023.**

**21. #025-07-030-23 Petrit Morina - Violation of Letter on Page 59 / Undesirable Tours:**

Union: This Grievance pertains to a loan on an undesirable tour which occurred on Sunday September 3, 2023, which was Labor Day weekend. Petrit and Kamal Baron were scheduled to workday in the Hatboro area but were sent out to work in the Main Line area. Additionally, Ronald Todd, a Service tech in the Main Line area who was scheduled to work on an undesirable tour was sent out of the Main Line area to the Brandywine area to work. This is the epitome of a capricious loan and completely absent from any real need. Can you tell me why this happened?

Company: It appears Capacity Management felt the need to move multiple people around to meet the needs of the business.

Union: Are you familiar with the letter on page 59 on the contract?

Company: Yes, I am, but I do not feel it is applicable in this situation.

Union: Was the overtime list run in both locations on that day?

Company: Yes, we had 6 techs from Hatboro, and none came in from the Main Line.

Union: Loans should be done in a practical matter, not the New Jersey way. These people were scheduled on a major holiday weekend and then forced out to other areas to work. This ridiculous practice of constant leap frogging and loaning people all over the place has caused horrible morale in the Hatboro workplace, to remedy this pay Petrit 8 hours of pay to settle this grievance.

Company: The Company asked everyone who wanted to work to alleviate the workload and no one wanted to come in from the Main Line. They had no choice but to loan people to get the work done on that day, which is exactly what Article 40 allows for, this grievance is denied.

Union: We will close this in disagreement and charge the Company with violating articles 2,8,39,40,41 and the loan letter on page 59.

**CLOSED IN DISAGREEMENT AT LABOR ON JANUARY 4, 2024.**

**22. #025-07-031-23 Kevin Pipala - Violation of Letter on Page 59 / Undesirable Tours:**

Union: This grievance like to one previous pertains to once again the disfunction of Capacity Management and the inefficient process of loaning people who are scheduled to work undesirable

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tours in their admin group all over the place with no regard to the employee. Kevin was scheduled to work on Saturday September 9, 2023, in Hatboro but was loaned out to the Main Line area, can you tell me why?

Company: There was an abundance of work out there on that particular day and everyone was asked to come in and work overtime, but the Company got no takers.

Union: Article 39 gives the Company the ability to create admin groups, which they have done many times. Tours are created to support such admin groups consistent with Exhibit A2 Tours and Exhibit A7.02. This tour that Kevin was working on was administered by the Company to support the Hatboro admin group, why did he get loaned?

Company: In addition to the Main Line getting asked in that day the Hatboro overtime list was also ran. There is no agreement set in place to send the overtime people out of area, so Kevin Pipala was sent out under Article 40 to support the needs of the business on that day.

Union: Kevin Pipala was told he had to work on a Saturday to support his admin group. The Main Line workload is not his problem, to settle this grievance give Kevin 8 hours of vacation time to be used at his discretion by April 30<sup>th</sup> of this year.

Company: The Company asked everyone who wanted to work to alleviate the work load and no one wanted to come in from the Main Line. They had no choice but to loan people to get the work done on that day, which is exactly what Article 40 allows for, this grievance is denied.

Union: We will close this in disagreement and charge the Company with violating articles 2,8,39,40,41 and the loan letter on page 59.

### **CLOSED IN DISAGREEMENT AT LABOR ON JANUARY 4, 2024.**

**23.#033-06-006-23 Cris Rice – Violation of A3.022**

**#033-06-007-23 Brian Shonk – Violation of A3.022**

**#033-06-008-23 Patrick Cleary – Violation of A3.022**

**#033-06-009-23 Mike Hennessy – Violation of A3.022**

Union: We are going to skip these today and hold them Pending Union.

### **PENDING UNION AT LABOR ON 1/4/2023.**

**24. #033-06-012-23 Charles Volpe – Violation of A3.022**

**#033-06-013-23 Mike Hennessy – Violation of A3.022**

**#033-06-018-23 Shawn Hennessy – Violation of A3.022**

**#033-06-019-23 Cris Rice – Violation of A3.022**



**1-4-24 VZ Labor Minutes**

Union: We are going to skip these today and hold them Pending Union.

**PENDING UNION AT LABOR ON 1/4/2023.**

**#033-06-014-23 Shawn Hennessy – Violation of A3.022**

**#033-06-015-23 Charles Volpe – Violation of A3.022**

**#033-06-016-23 Cris Rice – Violation of A3.022**

**#033-06-017-23 Mike Hennessy – Violation of A3.022**

Respectfully Submitted,  
Joseph Peruggia Unit 22 President