

AREA LEVEL – JOINT CONFERENCE WITH LABOR
UNITS 11, 15, 21 & 25 GRIEVANCES

DATE: July 25, 2024
TIME: 9:00 A.M.
PLACE: 2124 Race Street, 2nd Floor, Philadelphia, PA

PRESENT FOR THE UNION:

Rich Dezzi - Eastern Region VP
Jaime Schools - Unit 11 President
Sean Beal - Unit 15 President
Larry Windstein - Unit 21 President
Joe Peruggia - Unit 22 President
Dave Gain - Unit 25 President

PRESENT FOR THE COMPANY:

Jeff Fallon - Sr. Mgr. Labor Rel.
Carla Radiconi - Sr. CLST Analyst

AGENDA:

1. #ER-004-24 Violation of 1991 MOU – Contractors doing BU Work **PU**
2. #001-03-001-24 Raul Rivera – Violation of Exhibit A3.022 **Closed**
3. #001-03-002-24 Dave Strough – Violation of Exhibit A3.022 **Closed**
4. #001-03-003-24 Calvin Johnson – Violation of Exhibit A3.022 **Closed**
5. #011-06-011-24 Sandra Wells – Violation of Exhibit A3.022 **Closed**
6. #011-06-014-24 Christi Brooks – Violation of Article 8 **PU**
7. #015-03-003-24 Len Barber – Violation of Letter on Pg.59 **PU**
8. #021-01-012-24 Larry Windstein – Violation of 1991 MOU **PU**
9. #021-01-013-24 Larry Windstein – Violation of 1991 MOU **PU**
10. #021-01-014-24 Larry Windstein – Violation of 1991 MOU **PU**
11. #021-01-021-24 Larry Windstein – Violation of Article 17 **PU**
12. #021-01-022-24 Geoff Bosler – Violation of Article 17 **PU**
13. #025-03-011-24 John Chernay – Violation of Article 40 **CID**
14. #025-03-015-24 Mike Brown – Violation of Letter on Page 48 **CID**
15. #025-03-046-24 Steve Helm – Violation of 1991 MOU **CID/PUA**
16. #025-03-047-24 Steve Helm – Violation of 1991 MOU **PU**
17. #025-03-048-24 James Trapp – Violation of 1991 MOU **PU**
18. #033-04-005-24 Jamie Muller – Violation of Article 40 **Not Discussed**
19. #033-04-006-24 Jamie Muller – Violation of 1991 MOU **Not Discussed**

1. #ER-004-24 Violation of 1991 MOU – Contractors doing BU Work:

Union: Jeff, this has been on several agenda, and we are still gathering data on this.

Company: We feel we are following the 1991 MOU correctly.

Union: We will hold this pending Union.

PENDING UNION AT LABOR ON JULY 25, 2024.

2. #001-03-001-24 Raul Rivera - Violation of A3.022:

3. #001-03-002-24 Dave Strough - Violation of A3.022:

4. #001-03-003-24 Calvin Johnson - Violation of A3.022:

Union: We heard these grievances at our last meeting, and I made the point that these three were asked to work overtime. The issue is that it did not begin until 5pm, which was an hour and a half after the end of their tours. They worked 4 hours that night, but our issue was the Company should have found work for them instead of telling them to go home and come back. We agreed off the record that it was in the out of hours that triggered callout language and A3.07 comes into play, can you verify their timecards?

Company: All three took 5 hours OT from 5pm to 10pm. All three were back in the garage by 9:30pm and they were all home by 10pm.

Union: Upon learning this information, we will close these grievances here today.

CLOSED AT LABOR ON JULY 25, 2024.

5. #011-06-011-24 Sandra Wells - Violation of Exhibit A3.022:

Union: This grievance pertains to availability, overtime, and sickness. It looks like on April 25, 2024, she called in sick. She was scheduled 6am to 2pm, and apparently, she became available to work, does this sound accurate?

Company: It sounds accurate, she is a work from home employee.

Union: Was management aware that she logged on to start working?

Company: Yes, at some point.

Union: Is there a policy about sickness and returning under the newly created RAP guidelines?

Company: I am unaware of anything.

Union: What about any local agreements with the DRC, do you know of any?

Company: There are no local agreements.

Off Record Discussion

Union: I am going to close this grievance at this step.

CLOSED AT LABOR ON JULY 25, 2024.

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6. #011-06-014-24 Christi Brooks - Violation of Article 8:

Union: This grievance is in regard to procedural changes made in the admin groups functions when it comes to vacation administration, do you know anything about this?

Company: There have been tweaks to how vacation time is administered.

Union: Whose decision was it to implement these changes?

Company: I don't know who exactly but someone from WNO.

Union: Do these changes encompass the whole state, such as all the way out to Pittsburgh?

Company: Yes.

Union: Prior to this process, change it was normal for employees to call into the admin group to request time off?

Company: Yes.

Union: Can you provide me with an M&P showing the old way versus the new way?

Company: I will find out if one exists.

Union: Is it fair to say Verizon wants field techs to go through the system called 'Omega' for their time off requests?

Company: My understanding is right now they can either call in or use Omega, it is up to them.

Union: So, if a tech calls in, they can still speak to an MA and get time off?

Company: Yes, that is my understanding.

Union: I will hold this pending and check back with you on that M&P.

PENDING UNION AT LABOR ON JULY 25, 2024.

7. #015-03-003-24 Len Barber - Violation of Letter on Page 59:

Union: This grievance pertains to capricious loans regarding Article 40 and the letter on page 48. During the first quarter of 2024, there have been many loans into the Erie work center here in Philadelphia, from various locations throughout the city. In most of those instances the loaned in group went back and worked overtime in their own location. I am going to give you the following dates when we feel this occurred.

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- On January 19th, one tech was loaned from Germantown into Erie. Erie had 17 hours of overtime that night Germantown had 28.5.
- On January 22nd, one tech was loaned from Orchard into Erie. Erie had 7.5 hours of overtime that night Orchard had 24.5.
- On January 23rd, one tech was loaned from Center City into Erie. Erie had 26 hours of overtime that night Center City had 38.
- On January 30th, two techs were loaned from Germantown into Erie. Erie had 20 hours of overtime that night Germantown had 22.
- On February 2nd, one tech was loaned from Germantown into Erie. Erie had 14.5 hours of overtime that night Germantown had 15.
- On February 5th, one tech was loaned from Germantown into Erie. Erie had 0 hours of overtime that night Germantown had 28.5.
- On February 7th, one tech was loaned from Germantown into Erie. Erie had 25.5 hours and no NS called in, Germantown had 14 hours and one NS called in.
- On February 13th, one tech was loaned from Germantown into Erie. Erie had 6 hours of overtime that night and no NS called in, Germantown had 14 hours that night, and 8 NS called in.
- On February 26th, two techs were loaned from Germantown into Erie. Erie had 0 hours overtime that night Germantown had 20.
- On March 11th, two techs were loaned from Germantown into Erie. Erie had 0 hours of overtime that night, and Germantown had 9.5.
- On March 13th, three techs were loaned from Germantown into Erie. Erie had 14.5 hours overtime that night, and Germantown had 16.5 hours.
- On March 15th, three techs were loaned from Germantown into Erie. Erie had 14.5 hours overtime that night and no NS in, Germantown had 6.5 hours plus 15.5 hours' worth of NS overtime.
- Lastly March 27th, one tech from Germantown was loaned into Erie, I will need the information of who worked overtime in each admin group. I see a major problem here, it is obvious that these loans were capricious, but the more serious infraction is Article 40 infraction, specifically 40.03. In each instance above, I informed you by way of loans in, where there is no equal or lesser overtime. These were denied at the 1st step by Quentin Todd. We have many instances of where the NS were getting called in for overtime in the group that was loaning out while the receiving group has their people at home, whose decision was it to make these loans?

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Company: Capacity Management.

Union: Are they part of Verizon?

Company: Yes.

Union: Who is the Director in the City?

Company: Melissa Basciano

Union: Who is the Director of Capacity Management.

Company: Cristina Cheyne

Union: Who is the field 2nd level?

Company: Chris Brown

Union: He used to work in Philly North.

Company: Yes.

Union: Is the Company disputing that these loans occurred as I have laid out and the fact that this is a blatant violation of Article 40?

Company: I don't see it as dire as the Union does. On many occasions, the NS in Erie were asked in and they said no. Secondly some of the situations you described the overtime was fairly close in each location. In more than one instance Erie had more overtime. It is my understanding that most overtime was not planned, and people turned back to work at the end of the day. What are you looking for?

Off Record Discussion

Union: I am going to take a pending on this, and we will revisit at our next meeting.

PENDING UNION AT LABOR ON JULY 25, 2024.

8. #021-01-012-24 Larry Windstein - Violation of the 1991 MOU:

Union: This grievance pertains to a contract labor violation. It appears that contractor Danella transferred poles on Story Road in West Chester. The job was 4AOVD3T, I did receive an RFI showing they placed a 50-foot pole and trimmed trees. Can you confirm whether or not a transfer was done?

Company: I am told the contractor did not transfer any facilities.

Union: We will hold this pending while we verify that information.

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9. #021-01-013-24 Larry Windstein - Violation of the 1991 MOU:

Union: We have another instance of a contractor placing pole. Again, Danella went out on job 1A6DF0A at 147 Clover Hill Lane in Wayne, Pa. It looks like according to your RFI, no transfer was done, can you confirm?

Company: I spoke with manager John Welsh, and he said the contractor did not transfer, nor did his OPT's go out yet.

Union: We will hold this pending while we verify that information

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10. #021-01-014-24 Larry Windstein - Violation of the 1991 MOU:

Union: This is similar to the last two, the location was 1100 Mount Pleasant Road in Bryn Mawr, there is no work order or job number that I can find. Can you confirm what type of work was done out there?

Company: It looks like a copper dip was transferred from the old pole to new pole.

Union: Are you saying that there is no fiber on the pole?

Company: That is my understanding.

Union: I am going to take a pending on this and verify some information. The pictures I have say differently.

PENDING UNION AT LABOR ON JULY 25, 2024.

11. #021-01-021-24 Larry Windstein - Violation of the 1991 MOU:

12.#021-01-022-24 Geoff Bossler - Violation of the 1991 MOU:

Union: These will be discussed together, it looks like contract labor notifications were vague on June 7, 2024, report. Looking at this report, I need some clarification on what certain acronyms are. What is INP?

Company: I believe it to mean 'in progress'.

Union: How about INSPADE in the work order column?

Company: I don't know what that is.

Union: How about SINGLE under scope of work?

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Company: That means 'single drop of duct in open trench'.

Union: Does R&W mean rod and wire?

Company: Yes.

Union: I am going to hold this pending.

PENDING UNION AT LABOR ON JULY 25, 2024.

13. #025-03-011-24 John Chernay - Violation of Article 40 / Assignment of Employees:

Union: Jeff, this was presented at our last meeting, are you prepared to discuss this today?

Company: Yes.

Union: On April 1, 2024, a Splicing Tech from the Colmar work center was loaned into the Trevoise area to work while some Trevoise Splicers were NS and not called in. Bob Henry from Colmar came into the Trevoise area 1A6DG0C. He was there for a full tour and yet no notification was given to the Union, any reason why?

Company: I don't know anything about the notification.

Union: Can you confirm that the wall is down between the maintenance and C&X splicers in Trevoise?

Company: I believe it is down.

Union: If the Company has the Splicer capacity in Trevoise, what was the reason for the loan?

Company: I don't know the specifics behind the loan, but under Article 40 of the CBA, management certainly can do this.

Union: John Chernay was available to do this work, why give it to another location, when you have a ready, willing, and cable Splicer in Trevoise ready to go.

Company: Mr. Chernay was not at work that day, nor was he scheduled to be, the Company is under no obligation to bring in people on overtime.

Union: At the 1st step grievance, Trevoise local manager said that there was no end of the day overtime in Colmar on April 1, 2024, is that correct?

Company: I was told that.

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Union: The Company has the right to form, combine, and dissolve admin groups under Article 39 and we acknowledge that they can loan for need under Article 40, but not do it capriciously, whose decision was it to leave John Chernay home and loan in from another area?

Company: I am not sure, but it was not Capacity Management.

Union: Our position is this is classic mismanagement and a better solution for both parties was available. John Chernay is burdened with undesirable tours all year long. We understand the Company's need to schedule to cover work, however, there is a human side to these tours, and because of John's hardship and burden we demand the Company pay him 8 hours of overtime to settle this grievance.

Company: The Company has a right to loan and assign work under Article 40 to meet the needs of the business on any given day and the grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Article 40.

CLOSED IN DISAGREEMENT AT LABOR ON JULY 25, 2024.

14. #025-03-015-24 Mike Brown - Violation of Ltr on page 48 / Mgmt. Doing B U Work:

Union: This grievance pertains to two emergency locates discovered by Mike Brown, a splicer out of Trevoise. This work was performed by a management employee named Alex Brown. The supervisor informed Mike Brown that he called the CBR number on the locates and he determined that there were no Verizon facilities to be concerned about and then he closed out the jobs, does this sound accurate?

Company: I don't know exact specifics, but it is not uncommon to call and ask questions.

Union: What exactly is the intent of a management person calling CBR?

Company: There may be various reasons, for instance they may call to see if the dig already took place or is currently occurring. There may instances where the dig is not going to happen for a week or more but came in as emergency.

Union: How does the locate get status after the supervisor calls the CBR?

Company: I am not sure

Union: Does the splicer get it back to close out or does the manager close it?

Company: I am not sure, maybe they let the OCC know of the status.

Union: What happens if our facilities get hit after the manager decides not to dispatch?

Company: I would imagine that the manager would have to answer that.

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Union: What methods did Alex Brown use to confirm that Verizon facilities were not in danger?

Company: Other than asking questions, I don't know.

Union: Are you familiar with an employee named Fran McLaughlin? He was terminated by the Company for closing out a locate without going out to the location, even though he had marked it out 10 days earlier. In his termination letter, the Company referenced the falsification of timesheets. How does a Company hold an employee to that standard but not the boss?

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Off Record Discussion

Union: Did the manager Alex Brown falsify Company records, by closing out locate without going out on it?

Company: It is the Company's discretion on whether to dispatch or not on any job, but no he did not.

Union: When a splicer closes out a locate and does not physically show up at the address, is that falsifying a timesheet?

Company: I would say it depends on the situation.

Union: We feel this is a blatant attempt to circumvent the Splicing functions and eliminate locates from the bargaining unit. CWA Local 13000 has exclusive rights to this work in the state of Pennsylvania. To settle this grievance, cease and desist the practice of management touching any part of the locate workload and pay Mike Brown 2 hours of overtime.

Company: Dispatching technicians on any job is at the discretion of management, and this grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 2, 8, 12, 15, 29, 40, and 41, as well as the letter on page 48.

CLOSED IN DISAGREEMENT AT LABOR ON JULY 25, 2024.

15. #025-03-046-24 Steve Helm - Violation of 1991 MOU:

Union: This grievance pertains to contract labor. It looks like work order 1A6JS0H at 206 Gloucester Road in Tullytown.

The information from you that I requested shows that the contractor placed a pole, but it does not show that they transferred any facilities or removed the old pole, can you confirm this?

Company: According to Gary Smith, the contractor did not do a transfer and according to AD John Welsh, Verizon OPT's did not do one either. We do believe someone else made the transfer, quite possibly PECO did it.

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Union: Can you confirm that Verizon Contract Services did not pay anyone to do this transfer?

Company: Contract Services did not pay anyone for the transfer.

Union: Can we take a look at this a little further?

Company: Regardless of who did this transfer, this job occurred on a weekend and the 1991 MOU says any contractor can make a transfer during that time period.

Union: Are you referring to section “D” page “5” of the 1991 MOU?

Company: Yes.

Union: I just find it odd, that looking at the bill from the contactor Danella, it does not show a transfer done, whose decision was it to send this job to contractors?

Company: AD John Welsh, decided to send it to them

Union: Our position is the same it was in previous grievances concerning this egregious act of sending our exclusive work to contractors. Verizon linemen are accountable to the Verizon MOP, COC, and safety practices, they are the best trained and skilled workforce around. In addition to those things, we firmly believe that they do the job cheaper. The Company does not have to pay for trucks, or on-site supervisors, our trucks are paid for during the 40-hour work week. We believe that the Company is sending as much work to contractors out of spite and under the illusion of saving money and overtime and they are making an attempt to make the Union bust. To settle this grievance, cease and desist the practice of having contractors touch fiber, we have never agreed to this practice, nor will we ever agree to it. In addition, pay Steve Helm’s 8 hours of overtime.

Company: The Company is not trying to Union bust, they are simply following the Information Age Agreement and the grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company with violating the 1991 MOU.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON 7/25/2024.

16. #025-03-047-24 Steve Helm - Violation of 1991 MOU:

Union: This grievance pertains to contract labor, it seems a contractor went out on job number 4A0V9JG at 75 Pumkin Hill Road in Tullytown, Pa. I received an RFI from you and I want to confirm that a transfer at that location was not done by contractors as the bill would indicate.

Company: According to AD John Welsh no transfer has been done by contractors or anyone else as of July 23, 2024.

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Union: We will hold this pending Union and after verifying that information we will close grievance.

PENDING UNION AT LABOR ON JULY 25, 2024.

17. #025-03-048-24 James Trapp -Violation of 1991 MOU:

Union: This grievance also pertains to contract labor; it appears that contractors were sent out to 2911 Sunrise Ave. out of Bristol CO. According to the RFI I received from you. It looks like they did not do a transfer, is that correct?

Company: This job happened on a Friday night after 10pm and according to the 1991 MOU, the contractors could have transferred the fiber on this job. However, they only went out to place the pole and according to AD John Welsh, Verizon OPT's went out under job number 4P0T0SC and did the transfer.

Union: We will hold this pending Union and after verifying that information we will close the grievance.

PENDING UNION AT LABOR ON JULY 25, 2024.

18. #033-04-005-24 Jamie Muller – Violation of Article 40

19. #033-04-006-24 Jamie Muller – Violation of 1991 MOU

Union: we will hold these pending for our next date.

PENDING UNION AT LABOR ON JULY 25, 2024.

Respectfully submitted,
Joseph Peruggia, Unit 22 President