

**AREA LEVEL – JOINT CONFERENCE WITH LABOR**  
**UNITS 11, 15, 22, & 33 GRIEVANCES**

**DATE:** February 29, 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  
Sean Beal - Unit 15 Vice President  
Joe Peruggia - Unit 22 President  
Vinny Brasten - Unit 33 President.

**PRESENT FOR THE COMPANY:**

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

**AGENDA:**

1. #ER-001-24 Nicholas Cimino – Violation of Article 7 – Wage Credit **CID**
2. #001-06-004-23 George Balzer – Violation of Exhibit A3.022 **Closed**
3. #001-06-005-23 Bob Kaut – Violation of Exhibit A3.022 **Closed**
4. #011-03-013-23 Sal Calla – Violation of Article 40 **Back to 1<sup>st</sup> level**
5. #011-06-038-23 Jennifer Thomas – Violation of Letter on Page 48 **CID**
6. #011-06-003-24 Jaime Schools – Violation of Article 40 **PC**
7. #013-03-032-23 Clinton Handy – Violation of Letter on Page 59
8. #013-03-035-23 Charles Butz – Violation of 2008 Buried Loop Agree  
#013-03-036-23 Charles Butz - Violation of 2008 Buried Loop Agree  
#013-03-037-23 Charles Butz - Violation of 2008 Buried Loop Agree
9. #015-02-030-23 Anthony Truglio – Violation of 2008 Buried Loop Agree **PC**
10. #015-02-031-23 Anthony Truglio – Violation of 2008 Buried Loop Agree **PC**
11. #021-01-001-24 Phil Geary – Violation of Article 15
12. #022-02-012-23 Robert Fuchs – Violation of Article 8 **Closed**
13. #022-06-002-24 Demier Dubois – Violation of Article 40 **CID**
14. #025-03-024-23 Pete Altieri – Violation of A3.022
15. #025-03-025-23 Pete Altieri – Violation of A3.022
16. #025-03-026-23 John Chernay – Violation of A3.022
17. #025-07-002-24 Pete Altieri – Violation of A3.022
18. #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
19. #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
20. #033-06-014-23 Shawn Hennessy – Violation of A3.022 **PU & PC**  
#033-06-015-23 Charles Volpe – Violation of A3.022 **PU & PC**

## 2-29-24 VZ Labor Minutes

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

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

21. #033-06-020-23 Sean Ondush – Violation of Exhibit A2 **PU**

22. #033-06-021-23 Sean Ondush – Violation of Exhibit A2 **PU**

23. #033-06-022-23 Sean Ondush – Violation of Exhibit A2 **PU**

24. #033-06-023-23 Sean Ondush – Violation of Exhibit A2 **PU**

25. #033-06-024-23 Sean Ondush – Violation of Exhibit A2 **PU**

### **1. #ER-001-24 Nicholas Cimino - Violation of Article 7 Wage Credit:**

Union: Jeff, I filed this grievance and then shortly after we spoke on the phone, and you sent me an email. That email contained the Verizon Wage Credit Guidelines. Your response in the email acknowledges his recent service with Frontier Communications, do you agree?

Company: Yes.

Union: It appears that he worked for Frontier from 2018 to 2021, is that correct?

Company: Yes, and he was given wage credit for that time.

Union: According to the information you sent me he came in at the 24 months' pay scale, is that correct?

Company: Yes.

Union: The years he spent working at Verizon prior to 2018, did that apply to Nick's wage credit?

Company: No, it did not.

Union: Is that because it was outside of the 5 year look back that the Company utilizes?

Company: Yes.

Union: Does that Verizon time apply to his service bridging after 1 year?

Company: He can apply for service bridging after one year if he did not cash out his pension.

Union: So as long as there was no pension withdrawal, his stint with Verizon would allow him to receive service bridging?

Company: Yes, it should, but that is up to the Service Bridging Department.

Union: Does the Company think that Nick forgot his previous Verizon experience?

Company: I don't believe so, but we have these wage guidelines for a reason.

## 2-29-24 VZ Labor Minutes

Union: Are there any instances where they could have applied more wage credit to employees with prior Verizon experience?

Company: I don't know of any; these guidelines were created for instances just like this.

Union: Without risking any other employees' starting wage, is there any opportunity for the Company to take a look at this again and maybe consider starting him at a higher wage due to his multiple years of experience working directly for Verizon?

Company: Again, the Company has these guidelines for a reason, so no.

Union: Our position is that the Company has a resource that is ready and available to work right away. Nick has the knowledge and knows the culture having been here for so many years. To settle this grievance, we want Nick's starting wage to be at the 6 months prior to top rate scale and him to be made whole in every way meaning retro it back from his date of hire.

Company: The Company did take into account Mr. Cimino's experience when looking back 5 years of his employment history. He was credited with 24 months experience, and his Verizon time was well outside the 5 years look back that we do, the grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 2 and 8 and also Exhibit C.

**CLOSED IN DISAGREEMENT AT LABOR ON FEBRUARY 29, 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:**

*Off Record Discussion*

Union: I am going to close these grievances here today.

**CLOSED AT LABOR ON FEBRUARY 29, 2024.**

**4. #011-03-013-23 Sal Calla - Violation of Article 40:**

Union: This grievance pertains to a violation of Article 40 in its entirety but specifically Article 40.04. On Friday December 15, 2023, three technicians were loaned from West Philly to Center City for the day. That day back in West, there were 6 teams equaling 12 techs that worked overtime at night, meanwhile, Center City that night did not exhaust their overtime list and had only 2 teams with 4 techs work overtime, can you tell me why this happened?

Company: The overtime worked in the West was not planned. They had 6 techs kick back work late in the day and had to run the list to get it covered.

**2-29-24 VZ Labor Minutes**

Union: Looking at Article 40 there should have been equal to or greater than overtime opportunities in the receiving group and that did not happen. Whose decision was it to loan that day?

Company: I would say Capacity Management.

Union: Capacity Management team, are they still located in New Jersey?

Company: Yes.

Union: As a Labor Relations Manager, is it your job to make sure that the Company follows the Contract?

Company: Yes.

*Off Record Discussion*

Union: Are you willing to remand this grievance back to 1<sup>st</sup> step for a resolution?

Company: Yes.

**REMANDED BACK TO 1<sup>ST</sup> STEP FOR RESOLUTION ON FEBRUARY 29, 2024.**

**5. #011-06-038-23 Jennifer Thomas - Violation of Letter on Page 48:**

Union: Jeff, you held this pending at our January meeting, do you have any additional information?

Company: Yes, I spoke to Area Manager Sharon Bess, and she claims she put only a comment on the job, she did not assign the job or do anything else.

Union: According to the grievant, on November 18, 2023, at 6:33 pm, ticket number NG061418 was updated with a statement by Sharon Bess. We believe that this work is exclusive to the Bargaining Unit. There was absolutely nothing so urgent that she needed to do that after hours when everyone was already gone for the day. This is the instance where working from home creates ominous disingenuous circumstances. She could have emailed an associate to enter comment, so pay Jennifer Thomas 1 hour to settle this grievance.

Company: The Company's position is that updating tickets is not exclusive work to Local 13000 and grievance is denied.

Union: The only saving grace is that she is no longer there, but it is still wrong, and you know it. We will close this in disagreement and charge the Company with violating letter on page 48.

**CLOSED IN DISAGREEMENT AT LABOR ON FEBRUARY 29, 2024.**

**2-29-24 VZ Labor Minutes**

**6. #011-06-003-24 Jaime Schools 0 Violation of Article 40 / Work Performed out of State:**

Union: This grievance pertains to Verizon employee Jeff Keefe from Menands, New York, removing work ticket PA11962362071 from PA. tech LFR on December 29, 2023, can you tell me why this happened?

*Off Record Discussion*

Company: I am going to take a pending on this and get more information.

**PENDING COMPANY AT LABOR ON FEBRUARY 29, 2024.**

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

Union: We are going to skip this today.

**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 are going to skip these today

**9. #015-02-030-23 Anthony Truglio - Violation of the 2008 Buried Loop Agreement**  
**10. #015-02-031-23 Anthony Truglio - Violation of the 2008 Buried Loop Agreement**

Union: We can hear these together. You held both of these pending from our January meeting.

*Off Record Discussion*

Company: I am going to hold this pending again and look at a different address.

**HELD PENDING COMPANY AT LABOR ON FEBRUARY 29, 2024.**

**11. #021-01-001-24 Philip Geary - Violation of Article 15 / Failure to Call for Pa. one call:**

Union: We are going to skip this today.

**12. #022-02-012-23 Robert Fuchs - Violation of Article 8 / Title Integrity:**

*Off record Discussion*

Union: We will close this without P&P at this step and reserve the right to grieve in the future.

**CLOSED AT LABOR ON FEBRUARY 29, 2024.**

**13. #022-06-002-24 Demier Dubois - Violation of Article 40:**

Union: This grievance pertains to capricious loans on January 13, 2024. Demier was loaned out of the Norristown admin group and into the Parkerford admin group for the day. Jeff Colyer a technician out of the Line Lexington admin group was then loaned from his admin group into the Norristown admin group. Can you tell me why this happened?

Company: Yes, the Company assigned work to meet the needs of the business.

Union: Whose decision, was it?

Company: I believe Capacity Management was involved.

Union: Is it fair to say that when it comes to the Local 13000 CBA you would be considered the Company's expert?

Company: I am the representative for the Company regarding this grievance.

Union: Can you explain the rationale behind these loans on this day?

Company: I don't consider it a loan; it is just the assignment of work.

Union: incorrect, are these geographic areas mentioned as their own separate admin groups?

Company: Yes, Parkerford, Line Lexington, and Norristown are their own admin groups.

Union: Article 39 addresses admin groups and it gives the company the chance to create, dissolve, or combine them. This is a loan, and it is a capricious one, because of a department that doesn't have to answer to the grievances so they do what they want. A better situation would have been to loan the Line Lexington tech straight to Parkerford and not involve Norristown at all, wouldn't you agree?

Company: I am not in Capacity Management, but I am sure they believe they thought this was the best decision for the Company.

Union: Vacation and tour meetings occur at a minimum yearly and in most cases quarterly. The undesirable tours are created to serve an admin group, that was created under Article 39 by the Company. Our position is that while the need for loaning does arise and the workload has ebbs and flows, there should be a real business need to require these loans. To displace more than one tech on a loan makes absolutely no sense and it is capricious at its very definition. The Company has the ability to perform loans but also has a duty to reduce capricious loans and reduce tours in areas that don't need them.

Company: Regarding this situation, Norristown and Parkerford offered overtime and not enough people came in. The Company has the right through Article 40 to perform loans and to assign work

## 2-29-24 VZ Labor Minutes

to meet the needs of the business. Therefore, there is no violation of the CBA and the grievance is denied.

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

### **CLOSED IN DISAGREEMENT AT LABOR ON FEBRUARY 29, 2024.**

- 14.#025-03-024-23 Pete Altieri - Violation of A3.022 / Overtime Displacement:**
- 15.#025-03-025-23 Pete Altieri - Violation of A3.022 / Overtime Displacement:**
- 16.#025-03-026-23 John Chernav - Violation of A3.022 / Overtime Displacement:**
- 17.#025-07-002-24 Pete Altieri - Violation of A3.022 / Overtime Displacement:**

Union: We are going to skip these today.

- 18. #033-06-006-23 Chris 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:**
  
- 19. #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 Chris Rice - Violation of A3.022:**
  
- 20. #033-06-014-23 Shawn Hennessy - Violation of A3.022:**
  - #033-06-015-23 Charles Volpe - Violation of A3.022:**
  - #033-06-016-23 Chris Rice - Violation of A3.022:**
  - #033-06-017-23 Mike Hennessy - Violation of A3.022:**

Union: These grievances were on a previous agenda, October to be exact. The Company initiated stopping the “wall” in the Splicing world. However, they did not do their part to treat all Splicers the same as far as training and equipping and naturally Area Manager Mike Wiggins was involved and was responsible. The grievants named here were left out of opportunities to work overtime. The three sections of grievances represent July, through September of this happening.

### *Off Record Discussion*

Company: I suggest we hold this pending on both sides and make proposals to each other at a future meeting.

### **PENDING UNION AND COMPANY AT LABOR ON FEBRUARY 29, 2024.**

- 21. #033-06-020-23 Sean Ondush - Violation of Exhibit A2**
  - #033-06-021-23 Sean Ondush - Violation of A3.022:**
  - #033-06-022-23 Sean Ondush - Violation of A3.022:**

**2-29-24 VZ Labor Minutes**

**#033-06-023-23 Sean Ondush - Violation of A3.022:**

**#033-06-024-23 Sean Ondush - Violation of A3.022:**

Union: These 5 grievances are all similar and will be heard together. It looks like Saturday November 4, 2023, Sunday November 5, 2023, Saturday November 11, 2023, Sunday November 26, 2023, and Sunday December 7, 2023, and Saturday December 16, 2023, technicians took vacation days on each of the aforementioned days and in each instance the Company made no attempt to call anyone in on overtime. Therefore, we feel there is no need for the current number of undesirable tours in the Allentown Splicing admin group. Do you agree?

Company: It is Local Managements decision to backfill or not and whether there is an absence of real need to.

Union: The purpose of these grievances is to give an indication of how the Splicers are being burdened in this admin group and to show there is an absolute absence of real need for them, if the Company can go that many weekends with no one on the street and get away with that, without using any overtime. Why is this happening?

Company: The Company should be looking at workload and scheduling all the time.

Union: There are certain past weekend days when a Splicer would be doing Service Tech work, this needs to stop.

*Off Record Discussion*

Union: We will hold this pending.

**PENDING UNION AT LABOR ON FEBRUARY 29, 2024.**

Respectfully Submitted,  
Joseph Peruggia Unit 22 President