

AREA LEVEL – JOINT CONFERENCE WITH LABOR
UNITS 11, 15, 21, 22 & 33 GRIEVANCES

DATE: May 16, 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
Larry Windstein - Unit 21 President
Joe Peruggia - Unit 22 President
Vinny Brasten - Unit 33 President.

PRESENT FOR THE COMPANY:

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

AGENDA:

1. #ER-002-24 Violation of LOA 21 / Loaning OPTs out of title **P.U.**
2. #ER-004-24 Violation of 1991 MOU – Contractors doing BU Work **P.U.**
3. #ER-005-24 Michael Vasquez – Violation of Exhibit A3 **P.U.**
4. #ER-006-24 Dominic Pollock – Violation of Exhibit A3 **P.U.**
5. #ER-007-24 Thomas Lechette / Violation of Article 7 – Wage Credit: **CID**
6. #011-03-002-24 Bob Finizio – Job Title Integrity **CID**
7. #011-06-003-24 Jaime Schools – Violation of Article 40 **Settled**
8. #011-06-006-24 Jaime Schools – Violation of Article 40 **CID**
9. #011-06-007-24 Nicole Johnson – Violation of Article 40 **CID**
10. #011-06-008-24 Lynn McCarthy – Violation of Article 40 **CID**
11. #011-06-009-24 Jennifer Howard – Violation of A3.022 **CID PUA**
12. #011-06-010-24 Sandra Wells – Violation of Article 40 **CID**
13. #015-03-003-24 Len Barber – Violation of Letter on Pg.59 **Not Heard**
14. #021-01-001-24 Phil Geary – Violation of Article 15 **P.U.**
15. #021-01-003-24 Larry Windstein - Violation of 1991 MOU **CID**
16. #022-03-004-24 William Wiley – Violation of Article 40 **P.U.**
17. #022-03-005-24 Bill Murphy – Violation of 1991 MOU **CID PUA**
18. #022-07-001-24 John Hawthorne – Violation of 1991 MOU **CID PUA**
19. #022-07-002-24 John Hawthorne – Violation of 1991 MOU **CID PUA**
20. #022-07-003-24 John Hawthorne – Violation of 1991 MOU **CID PUA**
21. #025-01-001-24 SET's – Violation of A1.033 **Not Heard**
22. #033-06-006-23 Cris Rice – Violation of A3.022 **CID PUA**
 - #033-06-007-23 Brian Shonk – Violation of A3.022 **CID PUA**
 - #033-06-008-23 Patrick Cleary – Violation of A3.022 **CID PUA**
 - #033-06-009-23 Mike Hennessy – Violation of A3.022 **CID PUA**
23. #033-06-012-23 Charles Volpe – Violation of A3.022 **CID PUA**
 - #033-06-013-23 Mike Hennessy – Violation of A3.022 **CID PUA**
 - #033-06-018-23 Shawn Hennessy – Violation of A3.022 **CID PUA**

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- #033-06-019-23 Cris Rice – Violation of A3.022 **CID PUA**
- 24. #033-06-014-23 Shawn Hennessy – Violation of A3.022 **CID PUA**
- #033-06-015-23 Charles Volpe – Violation of A3.022 **CID PUA**
- #033-06-016-23 Cris Rice – Violation of A3.022 **CID PUA**
- #033-06-017-23 Mike Hennessy – Violation of A3.022 **CID PUA**
- 25. #033-06-011-24 Sean Ondush – Violation of Exhibit A2 **CID**
- #033-06-012-24 Kevin Sherry – Violation of Exhibit A2 **CID**
- #033-06-013-24 Terry Anthony – Violation of Exhibit A2 **CID**
- #033-06-014-24 Thomas Benak – Violation of Exhibit A2 **CID**
- 26. #033-06-015-24 Thomas Benak – Violation of A3.022 **Back to 1st**
- #033-06-016-24 Terry Anthony – Violation of A3.022 **Back to 1st**
- #033-06-017-24 Jake Frydrych – Violation of A3.022 **Back to 1st**
- #033-06-018-24 Carl Wunderler – Violation of A3.022 **Back to 1st**
- 27. #033-06-019-24 Sean Ondush – Violation of Exhibit A2 **CID**
- 28. #033-06-020-24 Terry Anthony – Violation of Exhibit A2 **CID**
- 29. #033-06-021-24 Tom Benak – Violation of Exhibit A2 **CID**
- 30. #033-06-022-24 Kevin Sherry – Violation of Exhibit A2 **CID**
- 31. #033-06-023-24 Tom Benak – Violation of Letter on Page 28 **Settled**
- 32. #033-06-024-24 Tom Benak – Violation of Letter on Page 28 **Settled**

1. **#ER-002-24 Violation of LOA 21 / Loaning OPT's out of title:**

Union: This grievance pertains to the use of OPT's to do Services Tech work in Allentown and Reading on February 20th and February 21st, 2024. They were loaned to do known loop trouble which is in direct conflict with the letter on page 21 of the contract. All contract labor in the Allentown and Reading area should have stopped on those 2 days, to your knowledge, did that happen?

Company: It is my understanding that the OPT's may have been given downed loop work before they headed out and did their normal scheduled work on those days. I do not believe contract labor stopped on those dates. The Company's interpretation of the letter on page 21 is different than the Union's. I am unaware of any work that was taken off any OPTs on those days and given out to a contractor.

Union: Is it the Company's position that work has to be assigned already to the OPT then pulled back and given to a contractor. Our position is work normally done by the OPT not currently assigned. We believe the Company did this to circumvent the OPT title on those dates and that is a violation of letter.

Company: The Company did not give any extra work to contractors on those dates.

Union: We are going to hold this pending Union.

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2. #ER-004-24 Violation of 1991 MOU – Contractors doing Bargaining Unit Work:

Off Record Discussion

Union: We will hold this pending today.

PENDING UNION AT LABOR ON MAY 16, 2024.

3. #ER-005-24 Michael Vasquez – Violation of Exhibit A3 – Basis of Compensation:

4. #ER-006-24 Domenic Pollock – Violation of Exhibit A3 – Basis of Compensation:

Union: It has come to our attention that both of these gentlemen were new hires who were sent directly to the training facility. They reported to the facilities hotel on January 10, 2024, to check in before their first day of training which started the next morning on January 11, 2024. Their Net Credited Service (NCS) date shows January 11, 2024, why not January 10, 2024, when they first showed up and checked in?

Company: The Company's position is that being that the training center is in Virginia, we make lodging available to those who choose. The actual date and time of when they officially become Verizon employees is the moment they arrive at the start time for their first day of training. Although we make lodging available, they could theoretically get to the training facility on the day of it if one so chooses.

Union: So, in the eyes of the Company begin their employment on the first day of training?

Company: Yes.

Union: Do you know if they get paid for mileage and meals on the day before training?

Company: Yes, they do.

Union: Does the Company pay any other expenses on the day before when they are supposedly not employees yet?

Company: I don't know.

Off Record Discussion

Union: We will take a pending on this and discuss it at a future date.

PENDING UNION AT LABOR ON MAY 16, 2024.

5. #ER-007-24 Thomas Lechette / Violation of Article 7 – Wage Credit:

Union: This grievance pertains to Tom Lechette being hired by Verizon and starting at a different wage than what he was quoted by an HR representative, do you have any knowledge?

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Company: I am unaware of anything he was quoted.

Union: Is it the Company's position that a 3rd party or HR representatives promise wages to potential employees through an offer letter or some form of communication?

Off Record Discussion

Company: Staffing looks at the Verizon Wage Credit Guidelines to determine the proper starting wage commensurate to their skills and experience. Mr. Lechette did not have any relevant experience. He worked in some customer service capacity at 'Toys R us' but that was more than 5 years prior. He has no education credit on wage scale that would reflect salary scale either.

Union: Has the Company applied the wage credit guidelines consistently and fairly?

Company: Yes.

Off Record Discussion

Union: Tom Lechette was misinformed and felt he was taken advantage of; we feel there is an opportunity to bump him up a step or two on the wage scale progression up to the offer he was quoted in the interview to settle this grievance.

Company: The Company followed the wage credit guidelines, he has no experience, skills, nor education, that would have applied to him starting at a higher salary and the grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Article 7.

CLOSED IN DISAGREEMENT AT LABOR ON MAY 16, 2024.

6. #011-03-002-24 Bob Finizio - Job Title Integrity:

Union: On March 27, 2024, Bob Finizio a Service Technician learned of two jobs given away to Systems Techs, they were jobs PAD303V6TD and PA11996342161, can you tell me why?

Company: The Systems Tech did not have a full day's work on him, and the supervisor gave them work.

Union: Looking at the loan notifications that day, it shows no loans in Center City, either in or out. Is it common practice for Systems Techs to perform Service Tech work?

Company: They can yes.

Union: On March 27th were Josh Martin and Neil Hamilton the Service Tech bosses?

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Company: Yes.

Union: On that same date was Sean Congleton the Systems Tech boss and Steve Hoover the Area Manager?

Company: Yes.

Off Record Discussion

Union: Are you familiar with the 2014 MOA?

Company: Yes.

Union: The reason for that was that we had Systems Techs embedded in the Service Techs admin groups, are there any Systems Techs still in Service Tech admin groups that you are aware of?

Company: I don't believe there are.

Union: Do we know if any System Techs worked overtime that day?

Company: I don't know.

Union: Were any Service Techs that were NS or 10 to 7, called in for overtime that day?

Company: I don't know.

Union: Sean Congleton knows this work is not his techs, this is a clear violation of Articles 39, 40, exhibit A3.022, and also the loan letter on page 59. To settle this grievance, pay the techs that were NS and 10 to 7 on that day.

Company: The Company's position is that Systems Techs can work down or be loaned to another or lower title to do that work. This does not happen very often at all, and this grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Article 39, 40, 41, exhibit A3.022 and the letter on page 59.

CLOSED IN DISAGREEMENT AT LABOR ON MAY 16, 2024.

7. #011-06-003-24 Jaime Schools - Violation of Article 40:

Off Record Discussion

Union: This grievance was held pending Company on February 29, 2024, did you find anything?

Company: Without P&P I will offer a 30-minute overtime opportunity over the next 3 months to settle this.

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Union: We find that acceptable and will settle the grievance at this step.

SETTLED AT LABOR ON MAY 16, 2024.

- 8. #011-06-006-24 Jaime Schools - Violation of Article 40:**
- 9. #011-06-007-24 Nicole Johnson - Violation of Article 40:**
- 10. #011-06-008-24 Lynn McCarthy - Violation of Article 40:**

Union: Jeff, do you agree to hear these three grievances as one?

Company: Yes.

Union: These grievances pertain to Delaware MA's moving and touching Pennsylvania work. The first one is ticket TMZ00ZEVs, it looks like Delaware MA Mindy Borowski removed this from Pa. tech MNN on March 9, 2024, any knowledge?

Company: Yes, it looks like that did in fact happen.

Union: Is it the Company's position that Delaware MA's can do this work?

Company: Yes, this has been a shared job function between the Wilmington OOC and the Philadelphia OOC.

Union: The second job ticket number PA11989735345 was touched on March 25, 2024, do you have information on this?

Company: Yes, this ticket was assigned to a Pa. tech by Wilmington MA's.

Union: Third is a job ticket number PADQ0G56DZ, in which Delaware MA Toni Cerasari assigned ticket to Pa. tech, any info on this?

Company: Again, I believe that did happen.

Union: Are the two centers covered by different admin groups and different CBA's?

Company: Yes.

Union: Is it the same 2nd level manager at both locations?

Company: Yes.

Union: Our position is that Pa. techs are part of CBA 148. We have had EISP offerings that have come and gone over the years relative to the MAs at 9th and Race. Our demand is all Pennsylvania assignment of work for Pa. techs is exclusive to the MA's covered in CBA 148. To settle this grievance, pay 30 minutes overtime to each of these 3 grievants.

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Company: This work is not exclusive to either the bargaining unit or the grievance is denied.

Union: We will close these in disagreement and charge the Company with violating Articles 28, 39, 40, 41, and A3.022.

CLOSED IN DISAGREEMENT AT LABOR ON MAY 16, 2024.

11. #011-06-009-24 Jennifer Howard - Violation of A3.022:

Union: This grievance pertains to overtime, or a series of overtime bypassed. Ms. Howard was placed into this admin group in April 2023. Since then, there have been continual overtime bypasses. Can you tell me why?

Company: During this time, she was getting up to speed in her new job functions.

Union: Whose decision was it to place her in this admin group?

Company: It was a local management decision.

Union: In what manner did they use, in other words, why the change, was it similar to work functions, combining groups, work left admin group?

Company: I don't know why she was brought into this group, but an MA is an MA.

Union: I'm glad you said that, for the purposes of Article 39, she was placed into an existing admin group.

Company: Yes.

Union: Do you agree that she was an MA at 9th and Race and continued to be an MA at 9th and Race even though she was put into a new admin group?

Company: Yes.

Union: Can we agree that this was done by way of Article 39?

Company: I don't know how they chose to put her in this admin group but is the Company's position at that payroll location and MA can do any work that the Company wants.

Union: For the purposes of Article 39, she is on their vacation schedule, tours, and overtime list just like everyone else in that group.

Company: Yes.

Union: Relative to Article 39.05, 'economy of operation, fairness to all employees in the group, customer service', can you tell me why she was not adequately trained to do the job functions that the admin group is responsible for?

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Company: She was out on STD from January 1, 2023, through August 15, 2023. After that, she took 20 vacation days and 9 sick days. Management did not have many days with her in 2023 to properly train her. In 2024 she took 14 more vacation days and 2 more sick days. As far as the end of April 2024, she is considered properly and fully trained.

Union: Work-from-home management really befuddles me. I don't understand what DRC, EVRC, and FSCA managers do all day. If they are not on the center floor walking around to check on the employees then you would think when an employee needs to be trained, they would jump on that. When an employee needs to be trained, is it formal training or OJT?

Company: I don't know.

Union: Well, if it is "on-the-training" then the employee that is doing the training, they will get training pay. Is it management's job to manage?

Company: Yes.

Union: Do you see any negligence on the Company's behalf, in regard to this move and the negative impact this had on Ms. Howard?

Company: She was not at work for most of 2023, when she did come management got her trained as soon as they could.

Union: Looking at first step minutes she is a 24+ year employee who worked in the buried service department. It took the Company more than 7 months to get her trained which is ridiculous. She missed 90.5 hours of overtime she would have been offered had she been trained. To settle this grievance pay her for those hours and make her whole in every way.

Company: The grievant is now up to speed and fully trained. She is available to be asked to work overtime and the overtime will be equalized by the end of the year. This grievance is denied.

Union We will close this in disagreement pending Union action and cite the Company with violating Article 39.05 and exhibit A3.022

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON MAY 16, 2024.

12. #011-06-010-24 Sandra Wells - Violation of Article 40:

Union: This grievance pertains to Delaware MA's moving and touching Pennsylvania work. Ticket TMDDZ55L, it looks like Delaware MA Mindy Borowski removed this from Pa. tech MNN on March 27, 2024, any knowledge?

Company: Yes, it looks like that did in fact happen.

Union: Is it the Company's position that Delaware MA's can do this work?

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Company: Yes, this has been a shared job function between the Wilmington OOC and the Philadelphia OOC.

Union: Are the two centers covered by different admin groups and different CBA's?

Company: Yes.

Union: Is it the same 2nd level manager at both locations?

Company: Yes.

Union: Our position is that Pa. techs are part of CBA 148. We have had EISP offerings that have come and gone over the years relative to the MAs at 9th and Race. Our demand is all Pennsylvania assignment of work for Pa. techs is exclusive to the MA's covered in CBA 148. To settle this grievance, pay 30 minutes overtime to Sandra Wells

Company: This work is not exclusive to either bargaining unit or the grievance is denied.

Union: We will close these in disagreement and charge the Company with violating Articles 28, 39, 40, 41, and A3.022.

CLOSED IN DISAGREEMENT AT LABOR ON MAY 16, 2024.

13. #015-03-003-24 Len Barber - Violation of Letter on Page 59:

Union: We are going to skip this today and hear at a later date.

PENDING UNION AT LABOR ON MAY 16, 2024.

14. #021-01-001-24 Phil Geary - Violation of Article 15:

Union: This grievance pertains to the Company not sending a Splicer out to an emergency location. Is the Company obligated to cover emergency locates? The OPT's were out there to set up a new pole, and no one showed up.

Company: Any dispatching of work is solely at the Company's discretion

Off Record Discussion

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

PENDING UNION AT LABOR ON MAY 16, 2024.

15. #021-01-003-24 Larry Windstein - Violation of 1991 MOU:

Union: This grievance pertains to contractors being assigned work where they pulled fiber through the manhole, do you have knowledge of this?

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Company: I am familiar with it.

Union: Was it Celerity contractors that did this out on Lancaster Ave. in Bryn Mawr?

Company: Yes.

Union: Are Verizon facilities something that Verizon employees should be mindful of, such as Central Office, Manhole, CEV's, etc.?

Company: Sure.

Union: Would you say Verizon critical facilities are in our manholes?

Company: Yes.

Union: The CO manhole is the first hole for interoffice fiber and trunks, really critical infrastructure?

Company: Yes.

Union: In any circumstance, where someone is working in them, is it protocol according to the Verizon COC to challenge them as to what they are doing there and make the Company aware?

Company: Yes, you should challenge them when it is not obvious that they are not a VZ employee.

Union: Why would Local Manager Matt Kerr give that statement in the 1st step grievance meeting where he said, 'no one needs to observe working in manhole because it is not work that we do'?

Company: I agree with him, no one needs to be there watching them work, because according to the 'Information Age' agreement this is work that they can do also.

Union: Is it the Company's opinion that when a contractor is working for AT&T there is no need for an escort?

Company: When a 3rd party is working in our facilities, they do notify us as to who it is and what they are doing. If there were to be a cable failure, we would know who it was that was in there and use the damage claim process. As for whether a so called 'duct watcher' is necessary, that is something that the Company is not obligated to do. So yes, there is no need for an escort to be sitting out there.

Union: Is there an advantage in your opinion, for the Company to have safeguarding and protection of the Company's facilities if the employees are happy? Do you think they would be more prone to protect and challenge people working in Verizon facilities as opposed to someone who is not?

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Company: The COC states an employee's obligation regardless of mood.

Off Record Discussion

Union: It is the Union's position that this is a violation of the Company's own policy. There should be an escort out there to safeguard Verizon facilities. We demand the Company cease and desist the practice of letting 3rd party contractors into our manholes without an escort.

Company: There is no contract violation here, we know who is going into the manholes and are under no obligation to pay people to watch contractor's work. The grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 2, 8, 12, 39, and 40.

CLOSED IN DISAGREEMENT AT LABOR ON MAY 16, 2024.

16. #022-03-004-24 William Wiley - Violation of Article 40:

Off Record Discussion

Union: We are going to hold this pending here at a later date.

PENDING UNION AT LABOR ON MAY 16, 2024.

17. #022-03-005-24 Bill Murphy - Violation of the 1991 MOU:

Union: On April 5, 2024, the Company utilized contractors to pull fiber at 1100 Ridge Pike in Conshohocken. Can you tell me why this happened?

Company: I was told they did not actually place the fiber.

Union: So, you are saying the Company did not use contractors versus Verizon core employees on that day?

Company: Danella was called to handle certain aspects of the job.

Union: So, you are saying that Verizon OPT's were sent back out to do some work?

Company: Yes.

Union: The letter on page 21 and the 1991 MOU gives us exclusive rights to certain work and we believe that Danella performed work that belongs to the bargaining unit. This action reeks of mismanagement, why not send the Verizon OPT's out to do the entire job, instead of sending 2 different crews?

Company: I don't think the Company knew of the remaining work.

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Union: Who was the line foremen at the time?

Company: I believe it was Alan Warnick.

Union: So, this remaining work was given to the OPT's on Monday morning?

Company: Yes.

Union: Is it fair to say that the Company paid contractors to do work between Friday evening and Monday morning?

Company: Yes.

Union: Are there different budgets between paying contractors and paying our own people?

Company: I believe they are all under the VP Matt Noren.

Off Record Discussion

Union: Do you dispute that the contractor manipulated the fiber cable in this case?

Company: I don't know what they did or did not do, it is possible that they touched the fiber cable, but under the 'Information age agreement', they are permitted to do that, being that it was after hours and on the weekend.

Union: It has been our position that the time of day this happens is irrelevant. It is our firm belief that any time a contractor touches a fiber optic cable it is a violation of the 1991 MOU. Pay 2 OPT's out of the Norristown work center 3 hours each to settle this grievance.

Company: We see no violation of the 1991 MOU, because this occurred on Friday night. In addition to the fact that any removal is not intended to be part of that agreement, the grievance is denied.

Union: So, to be clear, does the Company believe that there was no violation just because this occurred on a Friday night?

Company: In this case we don't even know who did what. But at the end of the day, we believe this would fall under the 'Information age agreement' for the mere fact that this was a removal, and not transfer, placing, or replacing. But it is also our position that that agreement allows for fiber to be touched by contractors after 5pm and on the weekends.

Union: So, if a fiber cable is cut at 4:59pm, does that change the Company's dispatch decision?

Company: I don't know when this outage occurred, only that the contractors were out there late Friday into Saturday.

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Union: We will close this in disagreement pending Union action and charge the Company with violating the 1991 MOU, Article 17 and letter on page 21. The time of day has never been an issue prior to today.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON MAY 16, 2024.

18. #022-07-001-24 John Hawthorne - Violation of the 1991 MOU:

Union: On April 14, 2024, contractors transferred a fiber cable at 128 James Mill Road out of Pughtown CO. On-call supervisor James McClimans elected to send a downed pole to contractors, do you have knowledge of this?

Company: I was told by the Quakertown line foreman that there was no fiber on that pole. But as previously stated we believe contractors can do this work.

Union: Are there any checks and balances for the contractors like there are for Verizon employees?

Company: I don't know.

Union: Verizon linemen are accountable to the Verizon MOP, COC, and safety practices, they are the best trained and skilled workforce available. 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, wouldn't you agree?

Company: No.

Union: Jeff, I will send you a formal RFI for bill the Company paid to the contractor for this job. I feel the Company has an obligation to present them if it is germane to this grievance. To settle this grievance, pay 4 OPT's out of the Quakertown garage 8 hours each.

Company: We do not see a violation, the job was done on a Sunday, which the 'Information age agreement' allows for in addition to the fact that I was told this pole did not have any fiber on it.

Union: We will close this in disagreement pending Union action and charge the Company with violating Article 17, the 1991 MOU, and any and all other articles that apply.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON MAY 16, 2024.

19. #022-07-002-24 John Hawthorne - Violation of the 1991 MOU:

Union: On April 14, 2024, contractors transferred a fiber cable at 1809 Fairview Road out of Pughtown CO. On-call supervisor James McClimans elected to send a downed pole to contractors, we have pictures to show fiber on the pole do you have knowledge of this?

Company: As previously stated, we believe contractors can do this work and this will come in at the weekend.

Union: Are there any checks and balances for the contractors like there are for Verizon employees?

Company: I don't know.

Union: 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 than Danella or any other contractor, the loaded labor rate comes into play here. 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 because they have different buckets of money, wouldn't you agree?

Company: No.

Union: Where in the 1991 MOU does the Company think they have the right to send this work to contractors?

Company: Section 'D' on page 5.

Union: Do we know when the pole hit came in?

Company: I am not sure, but the email came in on Sunday morning.

Union: Were the police involved?

Company: I don't know.

Union: In your opinion has Verizon responded to every damage claim immediately?

Company: I would say probably not.

Union: Jeff, I will send you a formal RFI for bill the Company paid to the contractor for this job. I feel the Company has an obligation to present them if it is germane to this grievance. To settle this grievance, pay 4 OPT's out of the Quakertown garage 8 hours each.

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Company: We do not see a violation, the job was done on a Sunday, which the 'Information age agreement' allows for in addition to the fact that I was told this pole did not have any fiber on it.

Union: We will close this in disagreement pending Union action and charge the Company with violating Articles 12, 15, 17, the 1991 MOU, and any and all other articles that apply.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON MAY 16, 2024.

20. #022-07-003-24 John Hawthorne - Violation of the 1991 MOU:

Union: On April 14, 2024, contractors transferred a fiber cable at Kumry and Klines Mill Road out of the Pughtown CO. On-call supervisor James McClimans elected to send a downed pole to contractors, we have pictures to show fiber on the pole do you have knowledge of this?

Company: As previously stated, we believe contractors can do this work and this will come in at the weekend. In addition, the Local Manager Nick Ciprero told me that his OPTs went out and attached the fiber the following day.

Union: If that is accurate, why didn't the Company send out Verizon OPTs the day this happened to do the whole job.

Company: I am asking myself why the contractor didn't complete the whole job, because they can and should have.

Union: Are there any checks and balances for the contractors like there are for Verizon employees?

Company: I don't know.

Union: 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 than Danella or any other contractor, the loaded labor rate comes into play here. 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 because they have different buckets of money, wouldn't you agree?

Company: No.

Union: Where in the 1991 MOU does the Company think they have the right to send this work to contractors?

Company: Section 'D' on page 5.

Union: Do we know when the pole hit came in?

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Company: I am not sure, but the email came in on Sunday morning and it was a hazardous condition.

Union: Were the police involved?

Company: I believe so.

Union: In your opinion has Verizon responded to every damage claim immediately?

Company: I would say probably not.

Union: Jeff, I will send you a formal RFI for the bill the Company paid to the contractor on this job and the other two grievances we just discussed. I feel the Company has an obligation to present them if it is germane to this grievance. To settle this grievance, pay 4 OPT's out of the Quakertown garage 8 hours each.

Company: We do not see a violation, the job was done on a Sunday, which the 'Information age agreement' allows for in addition to the fact that I was told this pole did not have any fiber on it.

Union: We will close this in disagreement pending Union action and charge the Company with violating Articles 12, 15, 17, the 1991 MOU, and any and all other articles that apply.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON MAY 16, 2024.

21. #025-01-001-24 Switching Equipment Technician et al - Violation of A1.033

Union: We are going to skip this one today.

PENDING UNION AT LABOR ON MAY 16, 2024.

- 22. #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:**

Union: These grievances were on several agendas on October 24, 2023, and again on April 10, 2024, and with a mutual agreement between you and I. They were brought to newly appointed Director Mike VonVital with the hopes of an amicable solution to no avail. So, let's talk timelines, do you agree that in the 1999 and 2000 timeframe, the Company developed lines of business in regard to the Splicing Technician title?

Company: Yes.

Union: Do you also agree that the current CBA recognizes administrative groups aka Article 39?

Company: Yes.

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Union: Do you agree that Article 39 pertains to administrative groups formerly known as lines of business?

Company: Yes.

Union: Article 39 discussed various conditions (economy of operation, good customer service, fairness to employees in the group, and the consideration of the employees wishes). The part that I am most interested in is the next line which says that any agreement on overtime procedures must have the goal of accomplishing a reasonably equal distribution of overtime opportunities among all of the qualified employees. On March 9, 2023, Verizon Director Bryan Banks initiated an Article 39 meeting, where the Company announced their intention to combine the Splicing admin groups into one also known as ‘dropping the wall’. These grievances are a direct result of this initiative. These 4 grievants were adversely affected by the Company’s decision to ‘drop the wall’. Area Manager Mike Wiggins was present at all of the Article 39 meetings, and he is a direct result of the Company’s negligence and the reason why these 4 grievants were denied overtime opportunities. Do you agree that the Company has an obligation to equalize overtime in each admin group?

Company: We do our best too.

Union: The letter on page 48 of the CBA is in effect here. These 4 grievants were constantly missed and bypassed in the month of July 2023. The Company chose to skip these employees from the list on a daily basis. After the Company implemented their Article 39 and combined admin groups, why did this happen?

Company: I cannot answer specifically, but what I was told by Area Manager Mike Wiggins is that part of the discussions that took place on March 20, 2023, in regard to this combined admin group was that the employees would begin using the ‘overtime tool’. He told me that did not happen for all employees for some reason and some people were not asked.

Union: Do you have copies of the overtime lists?

Company: I have them.

Union: Is it the Company’s position that these 4 people did not use the ‘overtime tool’ and were not considered to be available?

Company: Mike Wiggins said that they were not asked if they did not show themselves available in the tool

Union: Looking at 1st step minutes for these grievances, the Local Manager said he did not look at the tool when asking. We have 3 months that went by where employees in this group were harmed, and the Company did nothing to rectify bad management practices. You have stated that the Company is obligated to equalize overtime in a fair manner, how can the Company rectify this problem?

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Company: Mike Wiggins said the Company did its best to equalize overtime in 2023.

Union: Do you agree that for 3 months this occurred and apply to all three sets of grievances from July through September?

Company: Yes.

Union: It is our opinion that the ‘overtime tool’ is irrelevant and the Company has an obligation to treat all employees fairly and honestly and equalizing overtime is one of the ways to do that. I would also like to add that you and I have had very lengthy discussions over the past 8 months on this issue and this is the first time we have heard about the ‘overtime tool’ not being used as a reason for this travesty to have taken place. Unit President Vinny Brasten is sitting here today, and this is news to him as well. We all feel this is just another out-and-out lie by Mike Wiggins, which is par for the course when anyone deals with him. To settle this grievance, pay these 4 grievants the total amount of hours owed to them for the month of July.

Company: The grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company with violating Articles 2, 8, 12, 39, 40, 41, exhibit A3.022 and the letter on page 48.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON MAY 16, 2024.

- 23. #033-06-012-23 Charles Volpe - Violation of A3.022:**
- #033-06-013-23 Mike Hennessey - Violation of A3.022:**
- #033-06-018-23 Shawn Hennessey - Violation of A3.022:**
- #033-06-019-23 Chris Rice - Violation of A3.022:**

Union: These grievances were on several agendas on October 24, 2023, and again on April 10, 2024, and with a mutual agreement between you and me. They were brought to newly appointed Director Mike VonVital with the hopes of an amicable solution to no avail. So, let’s talk timelines, do you agree that in the 1999 and 2000 timeframe, the Company developed lines of business in regard to the Splicing Technician title?

Company: Yes.

Union: Do you also agree that the current CBA recognizes administrative groups aka Article 39?

Company: Yes.

Union: Do you agree that Article 39 pertains to administrative groups formerly known as lines of business?

Company: Yes.

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Union: Article 39 discussed various conditions (economy of operation, good customer service, fairness to employees in the group, and the consideration of the employees' wishes). The part that I am most interested in is the next line which says that any agreement on overtime procedures must have the goal of accomplishing a reasonably equal distribution of overtime opportunities among all of the qualified employees.

On March 9, 2023, Verizon Director Bryan Banks initiated an Article 39 meeting, where the Company announced their intention to combine the Splicing admin groups into one also known as 'dropping the wall'. These grievances are a direct result of this initiative. These 4 grievants were adversely affected by the Company's decision to 'drop the wall'. Area Manager Mike Wiggins was present at all of the Article 39 meetings, and he is a direct result of the Company's negligence and the reason why these 4 grievants were denied overtime opportunities. Do you agree that the Company has an obligation to equalize overtime in each admin group?

Company: We do our best too.

Union: The letter on page 48 of the CBA is in effect here. These 4 grievants were constantly missed and bypassed in the month of August 2023. The Company chose to skip these employees from the list on a daily basis. After the Company implemented their Article 39 and combined admin groups, why did this happen?

Company: I cannot answer specifically, but what I was told by Area Manager Mike Wiggins is that part of the discussions that took place on March 20, 2023, in regard to this combined admin group was that the employees would begin using the 'overtime tool'. He told me that did not happen for all employees for some reason and some people were not asked.

Union: Do you have copies of the overtime lists?

Company: I have them.

Union: Is it the Company's position that these 4 people did not use the 'overtime tool' and were not considered to be available?

Company: Mike Wiggins said that they were not asked if they did not show themselves available in the tool

Union: Looking at 1st step minutes for these grievances, the Local Manager said he did not look at tool when asking. We have 3 months that went by where employees in this group were harmed, and the Company did nothing to rectify bad management practices. You have stated that the Company is obligated to equalize overtime in a fair manner, how can the Company rectify this problem?

Company: Mike Wiggins said the Company did its best to equalize overtime in 2023.

Union: Do you agree that for 3 months this occurred and apply to all three sets of grievances from July through September?

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Company: Yes.

Union: It is our opinion that the ‘overtime tool’ is irrelevant and the Company has an obligation to treat all employees fairly and honestly and equalizing overtime is one of the ways to do that. I would also like to add that you and I have had very lengthy discussions over the past 8 months on this issue and this is the first time we are hearing about the ‘overtime tool’ not being used as a reason for this travesty to have taken place. Unit President Vinny Brasten is sitting here today, and this is news to him as well.

This is another out and out lie by Mike Wiggins, which is par for the course when anyone deals with him. To settle this grievance, pay these 4 grievants the total amount of hours owed to them for the month of August.

Company: The grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company with violating Articles 2, 8, 12, 39, 40, 41, exhibit A3.022, and the letter on page 48.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON MAY 16, 2024.

24. #033-06-014-23 Shawn Hennessey - 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 several agendas on October 24, 2023, and again on April 10, 2024, and with a mutual agreement between you and me. They were brought to newly appointed Director Mike VonVital with the hopes of an amicable solution to no avail. So, let’s talk timelines, do you agree that in the 1999 and 2000 timeframe the Company developed lines of business in regard to the Splicing Technician title?

Company: Yes.

Union: Do you also agree that the current CBA recognizes administrative groups aka Article 39?

Company: Yes.

Union: Do you agree that Article 39 pertains to administrative groups formerly known as lines of business?

Company: Yes.

Union: Article 39 discussed various conditions (economy of operation, good customer service, fairness to employees in the group, and the consideration of the employees wishes). The part that I am most interested in is the next line which says that any agreement on overtime procedures.

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must have the goal of accomplishing a reasonably equal distribution of overtime opportunities among all of the qualified employees. On March 9, 2023, Verizon Director Bryan Banks initiated an Article 39 meeting, where the Company announced their intention to combine the Splicing admin groups into one also known as 'dropping the wall'. These grievances are a direct result of this initiative. These 4 grievants were adversely affected by the Company's decision to 'drop the wall'. Area Manager Mike Wiggins was present at all of the Article 39 meetings, and he is a direct result of the Company's negligence and the reason why these 4 grievants were denied overtime opportunities. Do you agree that the Company has an obligation to equalize overtime in each admin group?

Company: We do our best too.

Union: The letter on page 48 of the CBA is in effect here. These 4 grievants were constantly missed and bypassed in the month of September 2023. The Company chose to skip these employees from the list on a daily basis. After the Company implemented their Article 39 and combined admin groups, why did this happen?

Company: I cannot answer specifically, but what I was told by Area Manager Mike Wiggins is that part of the discussions that took place on March 20, 2023, in regard to this combined admin group was that the employees would begin using the 'overtime tool'. He told me that did not happen for all employees for some reason and some people were not asked.

Union: Do you have copies of the overtime lists?

Company: I have them.

Union: Is it the Company's position that these 4 people did not use the 'overtime tool' and were not considered to be available?

Company: Mike Wiggins said that they were not asked if they did not show themselves available in the tool

Union: Looking at 1st step minutes for these grievances, the Local Manager said he did not look at tool when asking. We have 3 months that went by where employees in this group were harmed, and the Company did nothing to rectify bad management practices. You have stated that the Company is obligated to equalize overtime in a fair manner, how can the Company rectify this problem?

Company: Mike Wiggins said the Company did its best to equalize overtime in 2023.

Union: Do you agree that for 3 months this occurred and apply to all three sets of grievances from July through September?

Company: Yes.

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Union: It is our opinion that the ‘overtime tool’ is irrelevant and the Company has an obligation to treat all employees fairly and honestly and equalizing overtime is one of the ways to do that. I would also like to add that you and I have had very lengthy discussions over the past 8 months on this issue and this is the first time we are hearing about the ‘overtime tool’ not being used as a reason for this travesty to have taken place. Unit President Vinny Brasten is sitting here today, and this is news to him as well. We all feel this is just another out-and-out lie by Mike Wiggins, which is par for the course when anyone deals with him. To settle this grievance, pay these 4 grievants the total amount of hours owed to them for the month of September.

Company: The grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company with violating Articles 2, 8, 12, 39, 40, 41, exhibit A3.022, and the letter on page 48.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON MAY 16, 2024.

- 25. #033-06-011-24 Sean Ondush - Violation of Exhibit A2:**
- #033-06-012-24 Kevin Sherry - Violation of Exhibit A2:**
- #033-06-013-24 Terry Anthony - Violation of Exhibit A2:**
- #033-06-014-24 Thomas Benak - Violation of Exhibit A2:**

Union: These 4 grievances pertain to excessive undesirable tours. There seem to be 2 Splicing Techs scheduled on each Saturday due to what the Company claims as ‘needs of the business’, yet when one takes off the Company does not backfill and goes with just one person in, this happened on March 23rd, can you tell me why?

Company: Management apparently felt there was not a need.

Union: Why schedule two people every week when there are many instances of the Company getting by with just one?

Company: The Company tries to balance employee needs and needs of the business. While no work may be scheduled on a given Saturday, work is brought in to service customers, there is no such thing as future date due work.

Union: While we understand the ebbs and flows of the workload, there seems to be virtually no need to schedule two People when the Company routinely gets by with one. To settle this grievance, reduce the Splicing tours out of the Allentown garage to just one starting in the new quarter which would be July 1st.

Company: The Company has the right to assign tours as they see fit. No one is pulling more than 26 tours a year and there is no such thing as future date due work. The grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Exhibit

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CLOSED IN DISAGREEMENT AT LABOR ON MAY 16, 2024.

- 26. #033-06-015-24 Thomas Benak - Violation of A3.022:**
- #033-06-016-24 Terry Anthony - Violation of A3.022:**
- #033-06-017-24 Jake Frydrych - Violation of A3.022:**
- #033-06-018-24 Carl Wunderler - Violation of A3.022:**

Union: These 4 grievances pertain to overtime bypasses out of the Allentown Garage. It seems that wherever Area Manager Mike Wiggins goes these are the issues.

Off Record Discussion

Company: I am willing to remand these back to 1st step for resolution.

Union: I will agree to that.

REMANDED BACK TO 1ST STEP AT LABOR ON MAY 16, 2024.

- 27. #033-06-019-24 Sean Ondush - Violation of Exhibit A2:**
- 28. #033-06-020-24 Terry Anthony - Violation of Exhibit A2:**
- 29. #033-06-021-24 Tom Benak - Violation of Exhibit A2:**
- 30. #033-06-022-24 Kevin Sherry - Violation of Exhibit A2:**

Union: These 4 grievances pertain to excessive undesirable tours. There seem to be 2 Splicing Techs scheduled on each Saturday due to what the Company claims as ‘needs of the business’, yet when one takes off the Company does not backfill and goes with just one person in, this happened on March 30th and March 31st can you tell me why?

Company: Management apparently felt there was not a need.

Union: Why schedule two people every week when there are many instances of the Company getting by with just one?

Company: The Company tries to balance employee needs and the needs of the business. While no work may be scheduled on a given Saturday, work is brought in to service customers, there is no such thing as future date due work.

Union: While we understand the ebbs and flows of the workload, there seems to be virtually no need to schedule two people when the Company routinely gets by with one. To settle this grievance, reduce the Splicing tours out of the Allentown garage to just one starting in the new quarter which would be July 1st.

Company: The Company has the right to assign tours as they see fit. No one is pulling more than 26 tours a year and there is no such thing as future date due work. The grievance is denied

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Union: We will close this in disagreement and charge the Company with violating Exhibit A2.

CLOSED IN DISAGREEMENT AT LABOR ON MAY 16, 2024.

31. #033-06-023-24 Tom Benak - Violation of Letter on Page 28:

32. #033-06-024-24 Tom Benak - Violation of Letter on Page 28:

Union: These two grievances will be heard together, on April 6, 2024, Tom was dispatched on D203MUX8, D203MVF9, D203MVPT, and D203MVEC. These were known loop trouble; do you have any knowledge?

Company: I have looked at all of these jobs and found that 2 of them listed in the narrative were known loop trouble, The others did not specify that. Based on this knowledge I am willing to offer without P&P 3 hours pay to appropriate Service Technician out of Allentown.

Union: We find that acceptable and will settle these two grievances at this step.

SETTLED AT LABOR ON MAY 16, 2024.

Respectfully submitted,
Joseph Peruggia Unit 22 President