

AREA LEVEL – JOINT CONFERENCE WITH LABOR
UNITS 1, 11, 13 & 33 GRIEVANCES

DATE: September 5, 2024
TIME: 9:00 A.M.
PLACE: 2124 Race Street, 2nd Floor, Philadelphia, PA

PRESENT FOR THE UNION:

Rich Dezzi - Eastern Region VP
George Balzer - Unit 1 President
Jaime Schools - Unit 11 President
Chalie Butz - Unit 13 President
Vinny Brasten - Unit 33 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. #ER-008-24 Violation of LOA 21 / Loaning OPT's out of title **PU**
3. #001-04-005-24 Vare Avenue OPT's – Violation of 1991 MOU **CID PUA**
4. #ERAS01-02-010-24 Telly Torsiello- Staffing Bypass **Closed**
5. #011-06-014-24 Christi Brooks – Violation of Article 8 **CID**
6. #011-06-016-24 Jaime Schools – Violation of Article 40 **Settled**
7. #011-06-017-24 Rasheera Sanders – Violation of Article 40 **CID**
8. #011-06-018-24 Lynn McCarthy – Violation of Article 40 **CID**
9. #013-06-007-24 Eric Santos – Bypass of Local Agreement **CID**
10. #015-01-004-24 Dan Klein – Violation of Article 17 **Not Discussed**
11. #015-03-003-24 Len Barber – Violation of Letter on Pg.59 **Not Discussed**
12. #021-01-014-24 Larry Windstein – Violation of 1991 MOU **Not Discussed**
13. #021-01-015-24 Bruce Smith – Violation of 1991 MOU **Not Discussed**
14. #021-01-021-24 Larry Windstein – Violation of Article 17 **Not Discussed**
15. #021-01-022-24 Geoff Bosler – Violation of Article 17 **Not Discussed**
16. #025-03-055-24 Mike Wharton – Violation of 1991 MOU **Not Discussed**
17. #025-03-056-24 Tony Cipriano – Violation of 1991 MOU **Not Discussed**
18. #033-02-015-24 Dennis Beidler – Violation of Letter on Page 71 **Settled**
19. #033-04-005-24 Jamie Muller – Violation of Article 40 **CID PUA**
20. #033-04-006-24 Jamie Muller – Violation of 1991 MOU **PU**
21. #033-06-026-24 Tom Benak – Violation of Article 39 **PU**
22. #033-06-027-24 Jeff Freitag – Violation of Exhibit A3.022 **PC**

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

Off Record Discussion

Union: We will keep this pending for now, and I intend to conclude this by the end of the year.

Company: OK

PENDING UNION AT LABOR ON SEPTEMBER 5, 2024.

2. #ER-008-24 Violation of LOA 21 / Loaning OPT's out of title:

Off Record Discussion

Union: Information is still coming in on this, it seems prevalent wherever Wiggins is, we will compile the information and hear on the next agenda.

Company: OK

PENDING UNION AT LABOR ON SEPTEMBER 5, 2024.

3. #001-04-005-24 Vare Avenue OPT's – Violation of 1991 MOU:

Union: I received the RFI, it shows various things one being the fiber being transferred. There are also overtime rates for lineman & foreman. Can you tell me why the company gave this to contractors?

Company: The management decided to send it there.

Union: It was a Saturday and the union's position is that the MOU allows the company to contract out "pole hits" out of hours and weekends, but we disagree that fiber transfers can be done anytime. Can you confirm that this job was on the weekend and were there transfers?

Company: A pole was placed, and transfers did occur.

Union: Pole hits in the city are few and far between this would have been a great opportunity to give this work to the Vare Ave. lineman, instead it was given to Danella, was the decision made by the on-call or the first level?

Company: IDK who made the decision, but since it was a Saturday, I would assume it was the on-call.

Union: Are there any checks and balances for contractors like there are for Verizon employees, such as GPS, Code of Conduct, Timesheet accuracy, etc.?

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Company: Contract services conduct inspections of the work done by contractors, they are held at a COC, and verification of billing is done on all jobs.

Union: Is the company certain that this happened after 5 o'clock on Friday and before Monday morning?

Company: Yes, I believe the notification happened on Friday Night

Union: Our Verizon OPTs are accountable for the MOP, COC, Safety protocols, Accurate time reporting, etc. They are the very best trained, skilled, and tooled workforce in this industry. The Company does not have to pay for their trucks while out on a pole hit, because that is taken care of during a normal 40-hour week. The Company does not have to pay for an on-site supervisor, because our linemen do not need one on-site. With that being said the Company recently has taken a position to give as much work to contractors as possible under the false illusion that they are saving money on paying their employees who do this work better and cheaper overtime hours. You said today that the Company is very concerned about its brand recognition and how they are perceived in the public eye. They spend countless millions of dollars on marketing their brand and are active in our communities, yet they use contractors with a different name to perform the work for Verizon, we believe the company is in violation of the 1991 MOU, for that reason cease and desist using contract labor and pay all affected linemen for this job to settle this grievance?

Company: The pole was placed, and transfers were done on a weekend, in this situation we believe it is supported by the 1991 MOU language, The company does not see a violation, furthermore after this was finished by Danella, 5 OPT'S went to the location and spent 4 hours doing some sort of work.

Union: How do you know they did 4 hours there?

Company: Because he looked it up on timesheets

Union: How did you know they did that?

Company: So they were there for 4 hours, I don't know exactly what work they did, it's unclear, but nonetheless, they were dispatched after the fact, because local management assumed that the transfers were going to be done by his own people, Regardless of that the company still believes that the 1991 MOU language allows for contractors to do that, the grievance is denied.

Union: We will say that this is in violation of Article 17 of the 1991 MOU.

CLOSED IN DISAGREEMENT, PENDING UNION ACTION AT LABOR ON 9/5/2024.

4. #ERAS01-02-010-24 Telly Torsiello- Staffing Bypass

Union: Jeff, on July 31st the Eastern Region staff sent you an email regarding notification about the above-listed grievance for Telly Torsiello for an OPT position in Millville NJ, subsequently thereafter you provided me with a response that there was no candidate list because it was an

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external hire. Can you confirm that the reason that Telly was not considered for the job, is because it went to an external applicant?

Company: Yes, Telly wasn't considered because it was an external requisition.

Union: Can you verify as to the Mid-Atlantic states, Are PA Employees considered internal or external for a job posted in NJ?

Company: Internal.

Union: Therefore, when the company deems a job to be external, does that nullify any internal employees from applying for it?

Company: IDK if it stops them from applying, but they're not considered because they are already an employee.

Union: Are you familiar with the letter on the back of the book on page 88, regarding External staffing? Can you confirm that I am asking you for a list every year, regarding the external and internal staffing obligations of the company?

Company: Yes, I provide that to you upon request.

Union: Does the company have a full year to live up to that expectation?

Company: Yes, I usually provide that list in the beginning of next year

Union: Can you confirm if this decision to post an external job was brought on solely by the company or was it negotiated with the Union here or Local 827?

Off Record Discussion

Company: The company has some external hiring obligations from the last contract that they need to fulfill, and they are doing a balancing act of requests between external and internal jobs. In the case of the Millville OPT job, they felt hiring an external applicant was appropriate.

Union: We will close this grievance.

CLOSED AT LABOR ON SEPTEMBER 5, 2024.

5. #011-06-014-24 Christi Brooks – Violation of Article 8

Union: Jeff, I received the M&P from you regarding (my schedule) and time off. This process has changed a bit, for instance, this documentation would be so that someone in admin would still have to approve it. Now the system does it automatically does that sound accurate?

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Company: Yes, the system does it automatically, but I also said that there is an option to call in and get someone to live and do it.

Union: So, AI or something else is making the decision to approve a request from a technician who has submitted it electronically and we believe that this was once performed by an admin MA, does that sound correct on how I am framing this dispute?

Company: Yes, but I will add that the function of vacation administration has been a mixed practice in PA through the years.

Union: Was there any tech change committee meeting regarding this

Company: Not that I am aware of.

Union: Is there a current EISP out as we speak for this title?

Company: Yes.

Union: So, no tech change Article 33 and no tech displacement Article 34 are being utilized, are any MA's being displaced as a result of this decision?

Company: Not to my knowledge.

Union: Is that current EISP coupled with Article 9?

Company: No Layoffs.

Union: Can you answer if the process still going on?

Company: Yes.

Union: Is there a purpose?

Company: I am not sure.

Union: It appears to us that this is the company's attempt to whittle away at a title, they offered EISP after EISP throughout the last 3 to 4 years, and looking at the management hierarchy the decision-making process changes hands frequently. The Union's position is this work should be performed by MA's in the bargaining unit, it has been successful, productive, and necessary, any attempt to reduce this work with the use of AI or any other automated system is viewed to us, as being given to a contractor, cease and desist this process admittedly and pay all affected admin MA's for opportunities they missed out on.

Company: The company does not see this automation as a violation, as I mentioned over the years Management and associates have both done and continue to do Vacation administration in PA, And the grievance is denied.

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Union: You are in violation of Article 17, Article 2, 12, 39 and 40, We are closing this in disagreement, pending union action.

CLOSED AT LABOR ON SEPTEMBER 5, 2024.

6. #011-06-016-24 Jaime Schools – Violation of Article 40

Union: Grievance pertains to MA-type work performed by an FNT. PA 120342556693 was performed by Keith A. Smith fiber networks technician Albany New York Enterprise ID 518485827. Can you tell me why this happened?

Company: IDK why this exactly happened, what I can say is that the tech Shawn Green who had this MOD assigned to him on Saturday failed to close it out at the end of the day, as he is supposed to do. On Sunday nobody did anything from anywhere, seeing there was a job dispatched on from the previous day, finally on 9:22 on Monday morning 3 hours after people started work, someone finally did something.

Union: Do FNT's have the ability to close work?

Company: Apparently, they do

Union: Was Keith directed to do it or did he take it upon himself?

Company: I asked this question of the OCC yesterday and have not gotten an answer yet.

Union: It appears to us that management in the OCC has unlimited resources to make decisions that are in the best interest of the company relative to all collective bargaining agreements, policies, procedures etc. the ensuing Monday when this was closed out could have been done more appropriate if a supv in the OCC asked an MA to close the job out, Can you tell me why that didn't happen?

Company: IDK.

Union: Does that sound unreasonable?

Company: No.

Company: We will give 30 OT in the next 3 months at management's discretion.

Union: We will accept that.

SETTLED AT LABOR ON SEPTEMBER 5, 2024.

7. #011-06-017-24 Rasheera Sanders – Violation of Article 40

Union: July 11, Rasheera discovered that Zerita Robinson (Delaware, MA) works for Charles Bristol. She was on call with customers, and they wanted tech to return, yet admittedly, they did not give Rasheera adequate time to respond. Why this occurred?

Company: IDK why he did what he did.

Union: Are the MAs in Delaware in the same administration group as the MA'S IN Pa?

Company: No.

Union: What actually did Zerita do?

Company: I believe she assigned a MOD.

Union: The Union's position is Rasheera is a 23-year employee who maps areas very well at her job and is quite capable of performing the function that Zerita did, had Charles reached out to her, for that reason for this offensive act please pay Rasheera one half hour OT or have Charles leave the company.

Company: Phila and Delaware OCC's have shared the dispatched function for years at times it happens, this work has not been exclusive in years past and the grievance is Denied.

Union: We will close this in disagreement for violation of Article 2,39 and 40.

8. #011-06-018-24 Lynn McCarthy – Violation of Article 40

Union: Grievance pertains to Article 40. In this instance, an employee named Gwen Lawrenzi was assigned PADQ0H37Q5 on July 25, 2024. Can you tell me why this happened?

Company: IDK the exact circumstances around it, but I will say the work performed was performed by a local 13000 associate, Pittsburgh DRC

Union: Looks like it was a buried service function to some extent, did we not merge 2 or 3 MA's buried from PA blended into the Philadelphia OCC?

Company: I seem to recall that.

Union: Did a Pittsburgh MA arbitrarily log into a different center or were they instructed by management and if so, why?

Company: IDK the circumstances why this MA performed the work, but again I will say because the MA is in Local 13000, I don't see an issue here.

Union: do we know what time of day it was?

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Company: Looks like early afternoon.

Union: With regard to article 40, letter on page 59 did Pittsburgh get any OT to cover this work?

Company: It's my understanding there was no OT in either center.

Union: My experience with Lynn, she is very good at what she does, she can perform these functions adequately within the recommended time frame that's necessary to be productive, for that reason there was no reason to send this work to Pittsburgh since Lynn was ready, willing and able to perform it. Settle this grievance by paying Lynn 2 hours OT and Cease and Desist this practice altogether.

Company: This work was done by the bargaining unit in PA, had no OT implications, case is Denied.

Union: We feel you are in Violation of Article 2,12,39 and 40 close this in disagreement.

CID AT LABOR ON SEPTEMBER 5, 2024.

9. #013-06-007-24 Eric Santos – Violation of Article 8-Bypass of Local Agreement

Union: This grievance pertains to scheduling and how it affects Video Hub Technicians. Seems as if there is a past practice in place where when a VHT has a vacation that occurs on a Sunday. The Company will offer the tour to the other techs who occupy that tour by seniority, then to the whole team, and finally by overtime. It seems as if this has changed for Eric, specifically for Sunday, August 4th, 2024, they scheduled him that Sunday, is that accurate?

Company: I know Eric was notified by email on June 25th, about that time, that his schedule was going to change about a month out which is in line with contractual obligations, What John Robinson may or may not have been doing prior to that.

Union: What about now? Is John doing this or has he reverted to the old way?

Company: IDK what he is doing, I have not heard from him.

Union: Can you confirm that the company is following the contract regarding the VHT carveout section g work schedules.

Company: I can confirm, because I had a conversation with John Robinson about the following section G when scheduling his VHT's.

Union: So, is that the practice from now on at least the notification that Eric received in the June timeframe for the August vacation week, going forward?

Company: Yes, it should be.

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Union: The Union's position is, although the company seems to be following the contract in this capacity regarding, the carve-out, there was an undue burden on Eric's behalf, we believe for his pain and suffering an 8-hour opportunity would be a reasonable extension of an olive branch to mitigate harmful feelings toward one another.

Company: The Company is following the VHT carve out under section G, Mr. Santos was given ample notice of his schedule change, and the grievance is denied.

Union: We will close this in disagreement and cite past practice.

CID AT LABOR ON SEPTEMBER 5, 2024.

18. #033-02-015-24 Dennis Beidler – Violation of Letter on Page 71

Union: This grievance pertains to the violation of the Letter on Page 71, performance reviews & poles. This grievance speaks of Mike Wiggins. It looks like in the Mid-Year performance review; Dennis was notified that the refer-up sales were part of the criteria and now part of his performance rating. Is that correct?

Company: Refer-up is mentioned in his appraisal.

Off Record Discussion

Union: Are Mid-Year appraisals binding, it's my understanding that Year end is?

Company: You don't get a rating for Mid-Year just the Year end. Without P@P, I will have them remove it, are you good with that?

Union: That will settle this.

SETTLED AT LABOR ON SEPTEMBER 5, 2024

19. #033-04-005-24 Jamie Muller – Violation of Article 40

Union: During the week of April 9th through April 12th. The Company loaned out OPT's to perform services tech work. Ticket #'s D203MV2S, D203MVAP, D203MTLW, D203MWEY, D203MW7A, can you confirm that these loans occurred, or do you dispute it?

Company: I don't have a reason to dispute it, there were 5 jobs that went to OPT's over a 4-day period. Sounds like that could have happened, yes.

Union: Contractors did a Rod and Wire at 401 Washington st, our position is that contract labor should cease on days that the company invokes the letter on page 21, why did that not happen?

Company: The company did not initiate the use of contract labor to do these specific OPT's work on these days while they went out and did these jobs before they went out and did their jobs. If that OPT team was scheduled to replace a pole that day and management removed that pole and

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gave it to contractors and then had them do service tech work, I totally get the violation, but that's not what happened, they were given a loop down prior to doing the work that they were scheduled to do.

Union: Relative to the letter on 21, specifically section 3, and 4 the union position is that no contract labor in that area should be done when loans are being performed into the services tech title, there was no service emergency declared and we view this attempt merely as an opportunity to displace work and muddy the waters between titles, for that reason cease this practice and going forward, abide by the contract and 16 hours OPT's dispersed at the union discretion.

Company: The company did not initiate the use of contract labor to do any work that these OPT's were scheduled to do on these dates, the company simply used OPT's to pick up a loop down condition, on their way to do the pole work they were scheduled to do, Grievance is DENIED

Union: I will say you are in violation of Article 2 exhibit A3.022,39 and 40 and the letter on page 21, Closed in disagreement, Pending Union Action.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON 9/5/2024.

20. #033-04-006-24 Jamie Muller – Violation of 1991 MOU

Union: This grievance pertains to the 1991 MOU. In this instance, celerity was the contractor that Verizon used to transfer fiber on April 12, 2024. For VSAP 1965949 PPL Pole 48228-536605, then there was another instance on April 22 where celerity did another transfer at 3024 Van Reed. Can you tell me why this occurred?

Company: Celerity which is a contractor that was used by Verizon business, transferred an XO fiber, which is something that happens at times and can happen.

Union: Is XO owned, maintained, and operated by Verizon, now and at the time of the infraction.

Company: Yes, XO was taken over by Verizon.

Union: Regarding Article 17 of CBA is XO is owned, maintained and operated by Verizon, therefore we believe that Article directly applies to this. What gives the company the ability to contract the work out, outside the scope of Central area line agreement, 1991 MOU and frankly article 17.

Company: VZB Carve out.

Union: We will hold that pending union.

PENDING UNION AT LABOR ON SEPTEMBER 5, 2024.

21. #033-06-026-24 Tom Benak – Violation of Article 39

Union: On July 3rd, 2024, Verizon loaned C&X Splicers into the maintenance dept w/o calling N/S guy Tom Benak, can you tell me why?

Company: I cannot, the company is willing to give Tom Benak 8 hours in the next 3 months at management's discretion.

Union: Let me talk to Mike Davis, because there was an arbitration on this, we will hold this pending.

PENDING UNION AT LABOR ON SEPTEMBER 5, 2024.

22. #033-06-027-24 Jeff Freitag – Violation of Exhibit A3.022

Union: This grievance pertains to an OT bypass of Jeff Freitag, he was dispatched on a job, then pulled off the job and assigned something else, they gave his job to someone else and they worked 3 hours OT.

Company: I was advised by AD Mike Wiggins that Freitag was moved construction to maintenance for that day. This job, when they found out what was going on with it, it was a 72 fiber, and they sent it over to construction. So, Justin Delancey utilized 4 Construction splicers to handle the outage.

Union: Currently there are 2 OT lists.

Company: Yes

Union: And there was Article 39 to put the wall back up, correct?

Company: Yes.

Union: The Union position is if the company invoked article 39 making 2 OT list, with various other arrangements and circumstances, then this scenario could have been solved in real time with keeping the original person there and supplementing the rest with whomever the company seems fit.

Company: IDK what happened at that meeting, I would have to get the company minutes.

PENDING COMPANY AT LABOR AT LABOR ON SEPTEMBER 5, 2024.

Respectfully Submitted by;
George Balzer, Unit 1 President