

AREA LEVEL – JOINT CONFERENCE WITH LABOR
UNITS 1, 21, 22 & 25 GRIEVANCES

DATE: June 27, 2024
TIME: 9:00 A.M.
PLACE: 2124 Race Street, 2nd Floor, Philadelphia, PA

PRESENT FOR THE UNION:

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| Rich Dezzi | Eastern Region VP |
| George Balzer | Unit 1 President |
| Larry Windstein | Unit 21 President |
| Joe Peruggia | Unit 22 President |
| Dave Gain | Unit 25 President |

PRESENT FOR THE COMPANY:

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|----------------|---------------|
| Jeff Fallon | |
| Carla Radiconi | - Sr. Analyst |

AGENDA:

1. #ER-004-24 Violation of 1991 MOU – Contractors doing BU Work **PU**
2. #ER-005-24 Michael Vasquez – Violation of Exhibit A3 **Closed**
3. #ER-006-24 Dominic Pollock – Violation of Exhibit A3 **Closed**
4. #001-03-001-24 Raul Rivera – Violation of Exhibit A3.022 **PU**
5. #001-03-002-24 Dave Strough – Violation of Exhibit A3.022 **PU**
6. #001-03-003-24 Calvin Johnson – Violation of Exhibit A3.022 **PU**
7. #011-06-011-24 Sandra Wells – Violation of Exhibit A3.022 **Skipped**
8. #011-06-014-24 Christi Brooks – Violation of Article 8 **Skipped**
9. #015-03-003-24 Len Barber – Violation of Letter on Pg.59 **Skipped**
10. #021-01-001-24 Phil Geary – Violation of Article 15 **CID PUA**
11. #021-01-004-24 Larry Windstein – Violation of 1991 MOU **CID**
12. #021-01-005-24 Malvern Splicers – Violation of Article 17 **CID**
13. #021-01-006-24 Joe Patterson – Violation of Article 40 **CID**
14. #021-01-007-24 Vincent Casalenuovo – Violation of 1991 MOU **Closed**
15. #021-01-009-24 Phil Geary – Violation of 1991 MOU **CID PUA**
16. #021-01-010-24 Dave DeHaven – Violation of A3.022 **CID**
17. #022-03-004-24 William Wiley – Violation of Article 40 **CID**
18. #022-03-008-24 William Wiley – Violation of A3.022 **CID**
19. #025-01-001-24 SET's – Violation of A1.033 **CID PUA**
20. #025-03-011-24 John Chernay – Violation of Article 40 **PC**
21. #025-03-014-24 Steve Helm – Violation of 1991 MOU **CID PUA**
22. #025-03-020-24 James Trapp – Violation of 1991 MOU **CID PUA**
23. #025-03-021-24 James Trapp – Violation of 1991 MOU **PU**
24. #025-03-022-24 James Trapp – Violation of 1991 MOU **PU**
25. #025-03-023-24 Harry Kania – Violation of 1991 MOU **PU**
26. #025-03-024-24 Ryan Bream – Violation of 1991 MOU **PU**
27. #025-03-025-24 Mike Wharton – Violation of 1991 MOU **PU**

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| 28. #025-03-026-24 | Ken Haynes, Jr. – Violation of 1991 MOU PU |
| 29. #025-03-027-24 | Steve Helm – Violation of 1991 MOU PU |
| 30. #025-03-028-24 | Steve Helm – Violation of 1991 MOU PU |
| 31. #025-03-029-24 | Steve Helm – Violation of 1991 MOU PU |
| 32. #025-03-030-24 | Jim McCarthy – Violation of 1991 MOU PU |
| 33. #025-03-031-24 | Jim McCarthy – Violation of 1991 MOU PU |
| 34. #025-03-032-24 | Jim McCarthy – Violation of 1991 MOU PU |
| 35. #025-03-033-24 | Jim McCarthy – Violation of 1991 MOU PU |
| 36. #025-03-034-24 | Jim McCarthy – Violation of 1991 MOU PU |
| 37. #025-03-035-24 | Jim McCarthy – Violation of 1991 MOU PU |
| 38. #025-03-036-24 | Ken Haynes, Jr. – Violation of 1991 MOU PU |
| 39. #025-03-037-24 | Daniel Pfender – Violation of 1991 MOU PU |
| 40. #025-03-039-24 | Ken Haynes, Jr. – Violation of 1991 MOU PU |
| 41. #025-03-040-24 | Ken Haynes, Jr. – Violation of 1991 MOU PU |
| 42. #025-03-041-24 | Ken Haynes, Jr. – Violation of 1991 MOU PU |
| 43. #025-03-042-24 | Ken Haynes, Jr. – Violation of 1991 MOU PU |
| 44. #025-04-043-24 | Steve Helm – Violation of 1991 MOU PU |
| 45. #025-03-044-24 | Steve Helm – Violation of 1991 MOU PU |
| 46. #025-03-045-24 | Steve Helm – Violation of 1991 MOU PU |

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

Union: Jeff, this has been on several agendas, and I believe it will remain, or in other words, I don't think this will be resolved today. Since Eastern North Director Mike VonVital and Mid Atlantic North VP Matt Noren got together earlier this year this issue has been a problem for the Verizon linemen. In my opinion, the Company is blatantly giving work to contractors, and it is for no good reason. It is not to save money, it is not "Best cost", nor is it any sort of training issue or skillset. We believe that you guys are using a different bucket of money. The OPT's are furious, Mike VonVital made a statement 'that the morale sucks around here' when in a meeting with us for the first time in Hatboro, and we couldn't agree more. Looking at the Noren organization, it starts with Hans Vestberg at the top, then Joe Russo, then Yoli Stancil, then Matt Noren. From the Contract Labor side of the business, the Noren organization first comes together under Joe Russo. So the money and budget are different all the way up to the # 2 guy. We will argue each one of these as they come up. We believe this is an attempt to break the Union and cause a rift between the Company and its employees.

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

Union: We will hold this pending Union, because there are more instances happening.

PENDING UNION AT LABOR ON 6/27/2024.

2. #ER-005-24 Michael Vasquez – Violation of Exhibit A3:

3. #ER-006-24 Dominic Pollock – Violation of Exhibit A3:

Off Record Discussion

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Union: We do not believe this is appropriate or proper, however, we are going to close these two grievances without P&P here today.

CLOSED AT LABOR ON 6/27/2024.

4. #001-03-001-24 Raul Rivera - Violation of Exhibit A3.022:

5. #001-03-002-24 Dave Strough - Violation of Exhibit A3.022:

6. #001-03-003-24 Calvin Johnson - Violation of Exhibit A3.022:

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Union: These 3 grievances will be heard together. On April 23, 2024, overtime opportunities became available and these 3 grievant were told by management that the overtime would start at 5 pm, even though their tour ended at 3:30 pm. They were told they could go home and then come back. Does this sound accurate to you?

Company: I don't know the time frame, only that there would be a gap.

Union: Were they told to leave the premise, go home or wherever?

Company: I don't know.

Off Record Discussion

Union: Their tour was not continuous meaning they did not go from their 8 hours right to overtime. Wouldn't this be a callout?

Company: It would appear to be.

Union: A3.07 comes into play here?

Company: How many hours did they actually work on overtime?

Union: I don't know, I can get that for you and take a pending on this.

PENDING UNION AT LABOR 6/27/2024.

7. #011-06-011-24 Sandra Wells - Violation of A3.022:

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

9. #015-03-003-24 Len Barber - Violation of Letter on page 59:

Union: We are going to skip these today and hear at a future meeting

10. #021-01-001-24 Phil Geary - Violation of Article 15:

Union: This was held pending Union from our last meeting on May 16, 2024. I believe you responded to a question as saying, "any dispatching of locates is solely at the Company's discretion". I don't want to put words in your mouth but does that sound accurate?

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Company: Yes.

Union: My question to you was OPTs were sent out to set a pole and they called in an emergency locate and no splicer was ever dispatched. Does the Company have the responsibility to respond to a PA ONE CALL per state law?

Company: I can only say that the Company addresses locates as they come in.

Union: The locate # 20240140277 was called in on January 14, 2024. Would the circumstances be different if a contractor was out on the pole hit instead of Verizon OPT's?

Company: I couldn't say either way.

Union: Our position is that this is a violation of Article 15. The Company has a duty to follow State and Federal laws in the commonwealth of Pa. The Company did not respond to that locate, we also feel this is a violation of Article 17 if someone other than a Verizon Splicing tech performed that work. For these reasons provide 2 hours overtime to a Malvern maintenance Splicer at the Union's discretion to settle this grievance.

Company: Another title did not do this locate nor did any contractor. As I said dispatching tickets is solely at the Company's discretion and the grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company with violating Article 15.

CLOSED IN DISAGREEMENT/PENDING UNION ACTION 6/27/2024

11. #021-01-004-24 Larry Windstein - Violation of the 1991 MOU:

Union: This grievance pertains to PECO Energy and their transferring our facilities on April 17, 2024. Can you tell me why supervisor James McClimans gave this to a contractor?

Company: I cannot answer why, just that I am aware of it.

Union: Is that the Company's position to give this work to contractors?

Company: Apparently Local Management made the decision to give it to a contractor.

Union: Was there any Verizon fiber facilities on the pole?

Company: I don't know

Union: Our understanding from OPT and Unit President Larry Windstein is that the callout occurred at 10:45 pm. The contractor Danella was sent out there and called in a locate. A Verizon splicer went out and did the locate, where he informed the on-call supervisor of the situation. After which Verizon OPT's showed up around 5am and got involved in a major outage that lasted for

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days. Verizon purposely avoided using their own employees, PECO would not transfer any of our cables until Verizon Linemen showed up. It was a major outage and a disturbance for the whole community. Why did it take so long to get our Linemen involved?

Company: I don't know, but his decisions that night were not in violation of the 1991 MOU.

Union: It looks like this is a classic situation of pay me now or pay me later. Pay the OPT's that were out on that job overtime hours from when the pole hit came in until 5am the next day when they showed up to settle this grievance.

Company: Company was within its rights to send contractors, grievance denied.

Union: We will close this in disagreement and charge the Company with violating A3.022

CLOSED IN DISAGREEMENT AT LABOR ON 6/27/2024.

12 #021-01-005-24 Malvern Splicers - Violation of Article 17:

Union: This grievance pertains to Verizon not performing a callout for an emergency locate on April 12, 2024, at 1051 Montgomery Ave. in Bala Cynwyd Can you tell me why the Company shirked its responsibility and did not dispatch anyone?

Company: I don't know why.

Union: Are you familiar with the 'Underground Utility Line Protection' law?

Company: Yes.

Union: Are you acknowledging that the Company does not have to legally respond?

Company: Verizon responds to locates in some respect.

Union: When Verizon responds to a locate, it is the sole duty of the Verizon Splicer to ascertain facts, respond out in the field and protect Verizon facilities, pay all Malvern Splicers that were bypassed 2 hours overtime to settle this grievance.

Company: Dispatching on tickets is at the Company's discretion and in this case, no one was dispatched and therefore no work was done, the grievance is denied.

Union We will close this in disagreement pending Union action and charge the Company with violating Articles 15, 17, A3.022 and the letter on page 48.

CLOSED IN DISAGREEMENT AT LABOR ON 6/27/2024.

13. #021-01-006-24 Joe Patterson - Violation of Article 40:

Union: This grievance pertains to Article 40 and loans on March 23, 2024. C&X was working in the early morning on a safe time job then at the start of the normal tour was loaned over to maintenance to do a locate. Can you tell me why?

Company: At this particular work center the wall between C&X and maintenance is still up. I believe the local manager made a few errors that day. He should not have had C&X going from overtime to loaning into maintenance at the start of a normal tour.

Union: Can you confirm that there are two separate admin groups for Splicers in that location?

Company: Yes, there are.

Union: Why is that still in effect there, when in most locations the wall is down?

Company: I don't know but in speaking with the Director Mike Von Vital he told me they are planning on dropping the wall there also.

Union: In previous conversations with you about this type of bypass, I have asked how management can equalize overtime opportunities between two different lists.

Company: He would have to bring someone in on overtime to do work that normally would not be done on overtime.

Union: We also believe management made a mistake in this circumstance, pay 2 hours overtime to the four affected employees.

Company: I am going to deny this grievance.

Union: With regards to accountability, when the associate employees make a mistake, they get disciplined for it. When management employees make a mistake, it gets overlooked. We will close this in disagreement and charge the Company with violating Article 39, 40, A3.022.

CLOSED IN DISAGREEMENT AT LABOR ON JUNE 27, 2024.

14. #021-01-007-24 Vincent Casalenuovo - Violation of 1991 MOU:

Union: This grievance pertains to contractors (Danella) doing bargaining Unit work. On April 20, 2024, Danella was sent out to do a job at 139 Price Street West Chester Pa. Can you tell me if they did any pole work or a transfer?

Company: The Company has a right to contract out pole work as you know.

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Union: Looking at pictures they appear to have straightened a pole on this job. I can't be sure if the fiber was transferred, but I concede that the Company has the right to give pole work to contractors. Does Verizon pursuant to the COC have an obligation to protect assets and reputation?

Company: Yes.

Union: Is Verizon an integral part of the community?

Company: Yes.

Union: Do you agree they spend vast sums on marketing?

Company: Yes.

Union: Does a Danella truck have Verizon markings on it?

Company: No.

Union: Does it say 'Verizon Contractor' on it?

Company: I don't know.

Union: I can't understand at all why Verizon invested so heavily on training and tooling their own linemen, only to turn around and so blatantly and obviously give their work away to contractors. We will close this grievance here.

CLOSED AT LABOR ON 6/27/2024.

15. #021.01-009-24 Phil Geary - Violation of 1991 MOU:

Union: This grievance pertains to a violation of the 1991 MOU, on March 21, 2024, there was a callout at 810 Castle Finn Lane in Bryn Mawr Pa. Poles number 332 and 333 were replaced and Verizon facilities were transferred based on the information I received from the 1st step grievance minutes. You gave me and RFI with certain redactions, can you tell me why this was given to contractors and why they were allowed to do this work?

Company: It was a management decision to give the contractor this job and they were well within their right to do so under the 1991 MOU.

Union: Are there any checks and balances for contractors like there are for Verizon employees, such as GPS, code of conduct, timesheet accuracy etc.?

Company: Verizon Contract Services verifies all timesheets and invoices and occasionally will go out after the fact and check the contractors work performed.

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Union: Are there any circumstances where they do not include work they performed on their invoice to Verizon, in other words would they ever transfer fiber cables and not bill the Company for it?

Company: Contractors are told to accurately account for all work performed.

Union: Has it ever happened in all of your experiences over the years with Verizon?

Company: I am unaware.

Union: On this job, if there was fiber moved, would it show up on the invoice from contractor?

Company: On the second page of invoice, it says if fiber transfer work done.

Union: So, it would say it if they did it and by that you are saying on this job they did not? Would the Company traditionally tell the contractor not to touch fiber or to go ahead and transfer it?

Company: I don't know what they informed them, but the 1991 MOU allows the contractor to do it.

Union: What time of day did the pole hit occur?

Company: Contractor got the job at 8:30pm.

Union: What time did the actual pole hit occur?

Company: I don't know

Union: Verizon OPT's are held accountable to all of the Verizon code of conduct and safety practices. They are the best trained and skilled workforce available. With all of the resources Verizon OPT's to the job cheaper than any contractors. The trucks are paid for during the 40-hour work week as is the supervisors. They don't get paid any differently when putting a pole up in power as the contractors do and yet the Company is clearly bent on sending as much work as they can to contractors out of spite and under the illusion of saving money on overtime. It is paid out of separate buckets of money all under the same VP. We have challenged transfers being done by contractors for many years and have gotten many settlements over it going all the way back to 2008. No arbitrator has ever ruled in your favor saying that a contractor can touch fiber cables and we do not agree and will never agree with them being able to. No Union official below me can say otherwise as this issue lies with the district. We don't know of any instances of where this practice was accepted. To settle this grievance, cease and desist all fiber transfers ever being done by contractors and pay all OPT's affected by this grievance the hours the contractor spent on this job.

Company: The Company is allowed to use contractors to place poles and the Company is following the 1991 MOU.

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Union: We will close this in disagreement pending Union action and charge the Company with Violating Article 17 and the 1991 MOU.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON 6/27/2024.

16. #021-01-010-24 Dave DeHaven - Violation of A3.022:

Union: This grievance pertains to an Article 40 violation and also an exhibit A3.022 violation. On May 22, 2024, C&X Splicers from the Malvern work center were called out for overtime on a maintenance ticket to assist maintenance splicers. The problem is that the Company did not use the maintenance overtime list, why?

Company: According to what local management told me there were 4 maintenance splicers involved in this outage. One of them called Area Manager John Welsh and advised him what needed to be done. Welsh made the decision to hand job off to C&X considering its scope.

Union: So, you are saying it was not maintenance type work?

Company: Because of the type of fiber damage out there the decision was made it should be a C&X job.

Union: Is there any type of formal agreement as to who does what type of work in this circumstance?

Company: I am unaware of any.

Union: As I have previously asked in the Malvern work center are there multiple overtime lists for Splicers?

Company: Yes, they are one of the few remaining garages that have two different admin groups for Splicers.

Union: You are saying management made the decision to move this job to the C&X admin group?

Company: Yes, John Welsh got a call from the maintenance crew that was out there and it his decision considering the scope of the job to send out C&X.

Union: The Company has the rights and responsibilities to create, combine, and dissolve admin groups per Article 39 of the contract. They also have the right to manage the business per the letter on page 48. The Company has failed to decouple these 2 admin groups as has been done throughout the region and Dave DeHaven has suffered because of it. Our position is a Splicer is a Splicer and there is an opportunity to get all the people who hold that title in the Malvern work center trained and tooled to do the complete job. Pay Dave 8 hours overtime and drop the proverbial 'wall' in this garage to settle this grievance.

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Company: There was no violation committed here in the eyes of the Company and Local Management is looking to take the wall down in that location. The grievance is denied.

Union: We will close this in disagreement and charge the Company with violating A3.022

CLOSED IN DISAGREEMENT AT LABOR ON 6/27/2024.

17. #022-03-004-24 William Wiley - Violation of Article 40:

Off Record Discussion

Union: We are going to close this in disagreement at this step.

CLOSED IN DISAGREEMENT AT LABOR ON 6/27/2024.

18. #022-03-008-24 William Wiley - Violation of A3.022:

Union: This grievance pertains to a circumstance on May 14, 2024, where Norristown Systems Tech Kevin Seabrooks performed work where he replaced a card in a MUX, can you tell me why this happened?

Company: I was told by local management that a Splicer named Jim Pritz had the job and informed his boss that the job should be given to a Systems Tech.

Union: As a representative of this Company, are you comfortable with having a Systems Tech do this kind of work?

Company: All I know is that an associate advised management that this work belonged to a Systems Tech. If the Systems Tech was not properly trained, I would expect them to say so.

Union: Was the job completed by the Systems Tech?

Company: Yes.

Union: Is it fair to say that Kevin Seabrooks is properly trained?

Company: I don't know, I just was told the card was replaced.

Union: Was this part of the parallel provisioning plan?

Company: I am unaware.

Union: Is the work Kevin performed found in the Systems Tech job title brief?

Company: I don't know, but the decision was based on what Jim Pritz told his supervisor.

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Union: Did Kevin Seabrooks supervisor Steve Randolph, change Kevin's tour so he could come in on safe time and do this work?

Company: Yes.

Union: Our bigger issue here is an arrangement brokered between Seabrooks and his boss in changing his tour to an undesirable tour on his own. We are not in the business of creating tours. This work is historically done by Splicers and it seems Steve Randolph should have sought guidance on who gets this work. Pay Norristown Splicer Jen Bentley 8 hours overtime to settle this grievance.

Company: Again, a Splicer was given the job and he told management it was not his work. The decision was made based on that to give to a Systems Tech to get the customer back in service. The grievance is denied.

Union: We will close this in disagreement and charge the Company with violating A3.022.

CLOSED IN DISAGREEMENT AT LABOR ON 6/27/2024.

19. #025-01-001-24 SET'S - Violation of A1.033 / Improper Scheduling of Tours Assign:

Union: Jeff, it looks like at the 2nd quarter tour meeting that Unit 25 President Dave Gain had with Tisch Johnson Gaines Area Manager of the Switchmen, she implemented two start times for the evening tour. We spoke about this a few months ago, is this still going on?

Company: The Company does not see anything that restricts them from doing this.

Union: Regarding exhibit A1 definitions, specifically A1.033, what gives her the right to do this?

Company: She currently has no day tour starting after 9am.

Union: What tours are proposed?

Company: She is doing a 1-9 tour and a 2-10 tour.

Union: So, she is going to have 2 separate evening tours that begin after 9am?

Company: She can schedule this way.

Union: This was attempted in bargaining back on July 20, 2015 I sent an email based on that bargaining session to reject that proposal. Paul LaConte was the bargaining chair and in 2016 bargaining it was rescinded. I am comfortable asking you were you in bargaining in 2016, because I am setting this up for arbitration, can you tell me has there ever been 2 different tours starting after 9am?

Company: I don know, but the Company feels she can schedule this way.

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Union: This is actually an unfair labor practice that I intend to pursue. In our opinion there is no circumstance where this can be done. Cease and desist all attempts to schedule the Switching Equipment Technicians this way to settle this grievance.

Company: The Company does not see a violation of A1.033 and the grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company with violating A1.033 in addition to labor law.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON 6/27/2024.

20. #025-03-011-24 John Chernay -Violation of Article 40:

Union: This grievance is in regards to Splicers in Trevoise admin group being off not scheduled, and on their (NS) day, having other Splicers loaned into Trevoise to perform work. This latest incident occurred on April 1, 2024; do you have any knowledge of this?

Company: I am not prepared to discuss this today and will have to take a pending.

PENDING COMPANY AT LABOR ON 6/27/2024.

21. #025-03-014-24 Steve Helm -Violation of 1991 MOU:

Union: This grievance pertains to an incident that occurred on April 28, 2024, at 900 Church Road in Jenkintown, Pa. It appears that a contractor transferred Verizon fiber facilities on a pole that they placed. I sent you an RFI and received an invoice from that contractor that appears to be heavily redacted. My first question is who made the decision to give this job to contractors?

Company: I am not sure who exactly it was, but management made the decision to send this work out which they are entirely within their right to do.

Union: Is it the Company's position that a contractor can transfer Verizon fiber cables and facilities?

Company: Based on the 1991 MOU, they could have but on this job they did not.

Union: Are you claiming that Verizon Linemen went back to do the work?

Company: They would have had to because I am saying that the contractor did not transfer anything on this job.

Union: So, they did what we call a 'set and jet', which is place a raw pole in the ground and leave?

Company: They performed work they were contracted out to do which was place a pole.

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Union: Our Verizon OPT's are accountable to 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 own employees who do this work better and cheaper overtime hours. You have said today that the Company is very concerned about their 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, is there anywhere on these contractors' trucks that say 'Verizon' or have any of our Company logos on them?

Company: I am unaware of any.

Union: Do their trucks say 'authorized contractor for Verizon'?

Company: Not that I know of.

Union: Do you know what day of the week this occurred?

Company: It was April 28, 2024, which was a Sunday.

Union: Taking that date and time into consideration, is it the Company's position that the contractor could have transferred the Verizon fiber facilities on that pole?

Company: Based on section 'D' page 5 of the 1991 MOU, the contractor could have transferred all facilities including the fiber facilities because this job occurred after 5pm on a normal workday and on the weekend, which is what the agreement states we can do.

Union: Our position that the 1991 MOU spells out that the outside plant fiber facilities is work that is exclusively performed by a bargained for Local 13000 linemen. We have never agreed nor can anyone in this local agree to anything otherwise as this is a district issue. We have had past practice and even past grievance settlements to that effect. To settle this grievance, pay all of the Trevoise OPT's that were adversely affected by this the hours charged by the contractor and cease and desist this practice moving forward.

Company: The Company can contract out pole work, there was no violation of the 1991 MOU and the grievance is denied.

Union: We will close this in disagreement pending Union action and cite the Company is in violation of the 1991 MOU.

CLOSED IN DISAGREEMTN PENDING UNION ACTION AT LABOR ON 6/27/2024.

22. #025-03-020-24 James Trapp - Violation of the 1991 MOU:

Union: This grievance pertains to an incident that occurred on May 6, 2024. It appears that contractors went out to 1080 Mount Caramel Avenue out of the Jenkintown central office to replace a broken pole and while there, they transferred Verizon fiber facilities. Who made the decision to send this job to contractors?

Company: It appears that Area Manager John Welsh did.

Union: Are there any checks and balances for the contractors?

Company: Verizon Contract Services evaluates the timesheets and invoices submitted by them along with occasionally going out and physically checking the work they perform.

Union: Do you know of any circumstances where they do work and omit it from their invoice or bill?

Company: They are expected to accurately account for all of the work they perform.

Union: If there is Verizon fiber facilities on the old pole, would it be left on old pole and untouched, or is it the Company's position that the contractor can do the transfer?

Company: If the work is performed after 5pm on weekdays or anytime on the weekend, the 1991 MOU allows them to transfer everything, however once again in this case they nothing was transferred.

Union: Our Verizon OPT's are accountable to 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 normal 40-hour week. The Company does not have to pay for an onsite 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 own employees who do this work better and cheaper overtime hours. You have said today that the Company is very concerned about their 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, is there anywhere on these contractors' trucks that say 'Verizon' or have any of our Company logos on them?

Company: I am unaware.

Union: Do you agree that Verizon cares very much about their brand and how they are looked upon?

Company: Yes, of course.

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Union: Our position that the 1991 MOU spells out that the outside plant fiber facilities is work that is exclusively performed by a bargained for Local 13000 linemen. We have never agreed nor can anyone in this local agree to anything otherwise as this is a district issue. We have had past practice and even past grievance settlements to that effect and we vehemently oppose this practice. To settle this grievance, pay all of the Trevoise OPT's that were adversely affected by this the hours charged by the contractor and cease and desist this practice moving forward.

Company: The Company is well within its right to contract out pole work, in this instance no transfer work was done and the grievance is denied.

Union: We will close this in disagreement pending Union action and cite the Company is in violation of Article 17 and the 1991 MOU.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON 6/27/2024.

23. #025-03-021-24 James Trapp - Violation of 1991 MOU:

Union: This grievance is for a broken pole replaced by contractors at Durham and Parsons Road out of the Pineville CO. You sent me an RFI that was redacted, whose decision was it to send to contractor?

Company: Area Manager John Welsh

Off Record Discussion

Union: We are going to hold this pending.

PENDING UNION AT LABOR ON 6/27/2024.

24. #025-03-022-24 James Trapp - Violation of 1991 MOU:

Union: This grievance is for a broken pole replaced by contractors at 19 Circle Road out of the Tullytown CO. You sent me an RFI that was redacted, can you confirm if our OPT's did the transfer of fiber facilities?

Company: Per local manager Mike Smigley his OPT's did the transfer.

Off Record Discussion

Union: We are going to hold this pending.

PENDING UNION AT LABOR ON 6/27/2024.

25. #025-03-023-24 Harry Kania - Violation of 1991 MOU:

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Union: This grievance involves a job at 94 Fieldstone Road out of the Tullytown CO. Is the 1991 MOU in effect during business hours?

Company: This job was done after hours but the contractor just set the pole and left. Verizon OPT's out of the Trevoise work center did all of the transfers.

Off Record Discussion

Union: I am going to hold this pending.

PENDING UNION AT LABOR ON 6/27/2024.

26. #025-03-024-24 Ryan Bream - Violation of 1991 MOU:

27. #025-03-025-24 Mike Wharton - Violation of 1991 MOU:

Union: Jeff, I sent you RFI's on these any reason why you cannot provide Info?

Company: Yes, as of this date, there has been no contractor or Verizon employee that had the job.

Off Record Discussion

Union: We will hold these pending.

PENDING UNION AT LABOR ON 6/27/2024.

28. #025-03-026-24 Ken Haynes - Violation of 1991 MOU:

Union: This grievance pertains to a job at 19 Martha Drive out of the Morrisville CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON 6/27/2024.

29. #025-03-027-24 Steve Helm - Violation of 1991 MOU:

Union: This grievance pertains to a job at 2871 Clifton Road out of the Eddington CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

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Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON 6/27/2024.

30. #025-03-028-24 Steve Helm - Violation of 1991 MOU:

Union: This grievance pertains to a job at 86 Flamehill Road out of the Tullytown CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON 6/27/2024.

31. #025-03-026-24 Steve Helms - Violation of 1991 MOU:

Union: This grievance pertains to a job at 623 Pennhill Drive out of the Langhorne CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON 6/27/2024.

32. #025-03-030-24 Jim McCarthy - Violation of 1991 MOU:

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Union: This grievance pertains to a job at 6 Quartz Road out of the Tullytown CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON 6/27/2024.

33. #025-03-031-24 Jim McCarthy - Violation of 1991 MOU:

Union: This grievance pertains to a job at 42 Queenbridge Road out of the Tullytown CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON 6/27/2024.

34. #025-03-032-24 Jim McCarthy - Violation of 1991 MOU:

Union: This grievance pertains to a job at 108 Queen Lilly Road out of the Tullytown CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON 6/27/2024.

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35. #025-03-033-24 Jim McCarthy - Violation of 1991 MOU:

Union: This grievance pertains to a job at 33 Nesting Rock Lane out of the Tullytown CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON 6/27/2024.

36. #025-03-034-24 Jim McCarthy - Violation of 1991 MOU:

Union: This grievance pertains to a job at 6184 Craig Ave. out of the Langhorne CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON 6/27/2024.

37. #025-03-035-24 Jim McCarthy - Violation of 1991 MOU:

Union: This grievance pertains to a job at 99 Gate Road out of Tullytown CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

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PENDING UNION AT LABOR ON 6/27/2024.

38 #025-03-036-24 Ken Haynes - Violation of 1991 MOU:

Union: We are going to skip this today.

39. #025-03-037-24 Daniel Pender - Violation of 1991 MOU:

Union: This grievance pertains to a job at 6 Mint Leaf Road out of the Tullytown CO. I sent you an RFI and you sent me information back that was redacted. Whose decision was it to send this job to contractors?

Company: Local Manager Mike Smigley.

Union: Was Verizon fiber facilities transferred on this job?

Company: According to Smigley they were done by his own Verizon Linemen.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON 6/27/2024.

40. #025-03-039-24 Ken Haynes - Violation of 1991 MOU:

41. #025-03-040-24 Ken Haynes - Violation of 1991 MOU:

42. #025-03-041-24 Ken Haynes - Violation of 1991 MOU:

43. #025-03-042-24 Ken Haynes - Violation of 1991 MOU:

44. #025-03-043-24 Steve Helm - Violation of 1991 MOU:

45. #025-03-044-24 Steve Helm - Violation of 1991 MOU:

46. #025-03-045-24 Steve Helm - Violation of 1991 MOU:

Union: The RFI's for this are they the same?

Company: Yes, no contractor was on the job and no work was performed.

Union: We will hold these pending as well.

PENDING UNION AT LABOR ON 6/27/2024

Respectfully Submitted,
Joseph Peruggia, Unit 22 President