

AREA LEVEL – JOINT CONFERENCE WITH LABOR
UNITS 11, 13, 22, 23 & 25 GRIEVANCES

DATE: January 31, 2023
TIME: 9:00 A.M.
PLACE: 2124 Race Street, 2nd Floor, Philadelphia, PA

PRESENT FOR THE UNION

Rich Dezzi - E.R.V.P.
Jamie Schools - Unit #11 President
Joe Peruggia - Unit #22 President
Leah Gindle - Unit #23 Branch 1 Rep.

PRESENT FOR THE COMPANY

Jeff Fallon - Sr. Mgr. Labor Rel.
Carla Radicioni - Sr. CLST (viaphone)

AGENDA:

1. #ER-005-22 Violation of 1991 MOU **CID PUA**
2. #011-06-016-22 Christi Brooks – Violation of Letter on page 48 **PU**
3. #011-06-028-22 Lynn McCarthy – Violation of A3.0221 **Closed**
4. #011-06-001-23 Jennifer Thomas – Violation of Article 8 **Closed**
5. #011-06-002-23 Jennifer Thomas – Violation of Article 40 **CID**
6. #011-06-004-23 Kevin Robinson – Violation of A2.021 **CID**
7. #011-08-001-23 Chris Bourquin – Violation of A4.101 **CID PUA**
8. #022-02-007-22 Nick Kihm – Violation of Letter on page 48 **PU**
9. #022-12-010-22 Jaime Musitano – Violation of A3.022 **Closed**
10. #023-01-015-22 Dennis Ackley – Violation of Article 17 **PU**
11. #023-01-017-22 Dennis Ackley – Violation of Article 17 **PU**
12. #023-01-018-22 Leah Gindle – Violation of Article 17 **Settled**
13. #023-01-019-22 Leah Gindle – Violation of Article 17 **PU**
14. #023-01-022-22 Leah Gindle – Violation of Article 17 **PU**
15. #023-01-027-22 Dennis Ackley – Violation of Article 17 **Settled**
16. #023-01-028-22 Leah Gindle – Violation of Article 17 **Closed**
17. #023-01-030-22 Taylor Paige – Violation of Article 17 **Closed**
18. #025-03-004-22 Dave Gain – Violation of Buried Loop Agreement **PU**
19. #025-03-006-22 Dave Gain – Violation of Buried Loop Agreement **PU**
20. #025-03-007-22 Dave Gain – Violation of Buried Loop Agreement **PU**
21. #025-03-008-22 Dave Gain – Violation of Buried Loop Agreement **PU**
22. #025-05-002-22 Marissa Barbish – Work at Home Agreement **CID**
23. #025-07-027-22 Earl Rose – Violation of Article 17 **PU**

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1.#ER-005-22 Violation of 1991 MOU:

Union: We held this pending several times and as of right now I am not seeing any more Valiant jobs being done. Part of the problem is that Danella subs it to them. When we look at contractor notifications that the Company send us it shows Danella and not their secondary subs. To settle this grievance, pay 2 hours to each tech in the Malvern work center and a letter to be sent to sub-contractors regarding the 'Joint Use Policy'.

Company: Valiant is a subcontractor for PECO, Verizon does not know what they are doing, this is not a violation, and the grievance is denied.

Union: Verizon must comply with the 1991 MOU, therefore there is a violation. 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 1/31/2023.

2. #011-06-016-22 Christi Brooks - Violation of Letter on page 48:

Union: This grievance pertains to Christi Brooks filing a grievance because Manager Brian Bono updated a DOPAD on October 2, 2022, for tech LGL and on October 3, 2022, for tech BWJ. Can you tell me why?

Company: Because they can.

Union: Is this 5G work?

Company: Yes.

Union: Who long has this process been in place?

Company: Since the 2022 MOU.

Union: Is it the opinion of the Company that updating the DOPAD is a management job function?

Company: The Company believes it has the right to give this type of work out to technicians per the 2022 MOU.

Union: What about prior to the MOU and 5G, who did this?

Company: I am not sure.

Union: What about when the Company deployed Voice link and other services over wireless?

Company: I believe that was the MA.

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Union: So, the Company believes the 2022 MOU encompasses dispatch and the assigning of work?

Company: Yes.

Off Record Discussion

Union: It is our position this work is separate from anything detailed, crafted, or designed in the letter mentioned in this grievance. Are there any instances you can recall where Verizon had management dispatching work in the past?

Company: Yes, management in the C&X and OPT world dispatches their technicians.

Union: Our position where Service Tech dispatch is concerned is that MA's have exclusively performed that work and any bargaining intent did not provide a gateway for management do start performing this work. Is this still happening currently?

Company: I believe it is.

Union: Is it your opinion that this work is exclusive to management?

Company: I am unaware of MA's doing this work, so yes, it is a management function, this is related to '5G at home' work and I feel the Union is in violation of the 2022 MOU specifically 'Attachment 1' under general terms. The Union is trying to expand its jurisdiction over this work, as there is no language in there that states this is MA work.

Union: We are going to take a pending on this.

PENDING UNION AT LABOR ON 1/31/2023.

3. #011-06-028-22 Lynn McCarthy, et al MA's - Violation of A2.0221:

Union: Jeff, we heard this at our last meeting on January 5, 2023, was there any blowback regarding compelling reasons?

Company: Not that I am aware of.

Union: Was there any meeting that took place regarding forced overtime and guidelines or protocol?

Company: I am unaware.

Union: It is our understanding that the Union and Company will meet regarding this issue. Do you have any comments or concerns regarding that?

Company: No.

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Union: We will close this grievance at this step.

CLOSED AT LABOR ON 1/31/2023.

4. #011-06-001-23 Jennifer Thomas - Violation of Article 8:

Union: This grievance pertains to work being shifted to Delaware, does the Company had an official supervisor takeover policy?

Company: I can only say if an associate has an issue, they should escalate it to their supervisor.

Union: Is it fair to say if Labor was asked for their input, you would know about it?

Company: Yes.

Off Record Discussion

Union: Relative to the statement about employees referring issues to their supervisor, has there been any discipline pertaining to how an MA handled a call or how long they took on the call?

Company: I am not aware of any.

Union: We believe that there has been some minor progress in this area and for the purpose of this grievance, we will close it at this level, but reserve the right to grieve this issue in the future.

CLOSED AT LABOR ON 1/31/2023.

5. #011-06-002-23 Jennifer Thomas - violation of Article 40:

Union: This grievance is in regard to the assignment of work or properly noted as the assignment of employees. The issue is it appears as though the DRC has doubled up the work of two dispatchers and is making one dispatcher do the functions. Are you aware of this?

Company: I am, and I was advised that in only happens sometimes.

Union: Are there any changes that are taking place in that organization?

Company: No, but on the day in question two people called out and management brought one person in on overtime and just combined the work.

Union: These employees work 8 hours a day, is that correct?

Company: Yes.

Union: Is the Company aware that they can only perform 8 hours' worth of work in an 8-hour day?

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Company: Every associate should do whatever they can in the 8 hours they are getting paid and anything beyond that should be brought to the supervisor's attention.

Union: If work cannot be covered, does overtime get offered?

Company: In some instances, yes.

Union: Has there been any discipline for not working hard enough or has there been forced overtime?

Company: I am unaware.

Union: Was anyone in this center forced to work on that day?

Company: No, this is more of a global thing.

Union: Our position Mrs. Thomas was put under duress unnecessarily; we ask that the Company use overtime a little bit more as opposed to doubling someone's work in a given day.

Company: At times the Company does supplement with overtime and other times they will give out more work. If an associate has issue with workload, they should take it to supervisor. This grievance is denied.

Union: We will close this in disagreement.

CLOSED IN DISAGREEMENT AT LABOR ON 1/31/2023.

6. #011-06-004-23 Kevin Robinson - Violation of A2.021:

Union: Jeff, you and I talked about this informally a few weeks ago. It is about 1st quarter bid sheet. The Company had an established date of when to submit a tour bid sheet for the upcoming quarter. In Kevin's situation admin claims he submitted his bid sheet after the deadline, can you confirm this?

Company: Yes, the tour bid sheet was sent via email on November 2, 2022, with a due date back on November 10, 2022. It appears he sent his in 2 days after that.

Union: What is the process for how bid sheets are returned?

Company: Email.

Union: Do you know when Admin compiled a list of bid sheets?

Company: I don't know, I would assume they go through them after November 10th.

Union: Who decides the date of when the bid sheets are due in?

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Company: I don't know.

Union: Kevin was told at the end of November that he did not get his bid. Had he got it in on time would he have gotten his bid?

Company: I would say probably yes, but when he did send it in albeit late, he had a corrupt attachment that needed to be fixed.

Union: We believe from talking to the grievant after his 2nd attempt in November went through that the Company should have considered his bid, did this happen?

Company: No, they do not accept offers after the deadline.

Union: How long has this process been in place?

Company: I don't know, it has been around longer than I have been here at Labor.

Off Record Discussion

Union: Is the bid process currently in effect been negotiated by the Union or is it a unilateral process?

Company: I don't know how it came about but the Union and Company have had conversations in the past.

Union: Our position is we respect Kevin's tenure in the Company, we feel he got confused on the dates, is there an opportunity to accommodate him for the rest of the quarter without negatively impacting anyone else in the admin group?

Company: No, I am told that there would be no way to do that without impacting people who had their bid sheets in on time. He is a long time employee who knows fully well about the deadlines. This grievance is denied.

Union: We will close this in disagreement and charge the Company is in violation of Article 2 and Exhibit A2.

CLOSED IN DISAGREEMENT AT LABOR ON 1/31/2023.

7. #011-08-001-23 Chris Bourquin - Violation of A4.101:

Union: Chris Bourquin was out sick for COVID from December 14, 2022, through December 19, 2023. We believe he was not paid for a portion of these days, is this correct?

Company: He was paid for December 14th, but the other days were not covered.

Union: He reported his absence reported to both his supervisor and HR is that correct?

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Company: Yes.

Union: I have the email from Stribling indicating the Company's change in position regarding paid COVID leave. Was that policy agreed to by the Union or is it just a Company policy?

Company: The policy was sent to Ed Mooney on October 14, 2022, relating to the Company's new policy.

Union: Were there any COVID policies in place prior to this?

Company: Yes, there were temporary signed agreements in the infancy of COVID.

Union: Why was he not paid?

Company: The Company changed policy in November.

Union: Was he told to stay home?

Company: I don't know.

Union: What would have happened if he came to work?

Company: I don't know.

Union: We believe Local Manager Sean Cogleton told him to stay home. Does the Company instruct people to stay home if they are not feeling well?

Company: Perhaps, but we have an attendance plan and paid sick days for this type of instance.

Union: What about if they had the flu?

Company: We don't stop people from coming to work with colds or the flu.

Union: So, Chris's honesty put him in jeopardy?

Company: I don't know how it would put him in jeopardy.

Union: From the 1st step minutes it appears that HR told him that he was not to report work, is there any reason you would dispute that?

Company: No.

Union: To recap he was not paid for December 15, 16, and December 19th, is that correct?

Company: Correct.

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Union: Is HR the Verizon medical department?

Company: No.

Union: Does HR give an “Explanation of Benefits” in the Summary Plan Description, FMLA, etc.?

Company: HR usually directs the employee to the proper department.

Union: Is COVID considered a sickness?

Company: Yes.

Union: Does CDC have guidelines regarding COVID?

Company: They do.

Union: The Union’s position is that HR is the Medical Department, and they have to power to tell someone they are not allowed to come to work, which falls under exhibit A4.101. Chris should be paid for the time he was told not to come to work. He acted in a caring way for his fellow employees as well as Verizon’s customers in protecting them and staying home. Pay him for lost time and make him whole to settle this grievance.

Company: The Company disagrees HR is in any way the Medical Department. In the 1st step minutes, Mr. Bourquin stated if he had known he would get COVID at the end of the year, he would have come to work more in the beginning of the year when he felt sick. The COVID policy changed, and the Union was made aware of it. The grievant was out for more than the 10 allotted sick days each employee gets in any given calendar year. He was not progressed or disciplined on the Regional Attendance Plan as per the new policy and this grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company with violating exhibit A4.

CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON 1/31/2023.

8. #022-02-007-22 Nick Kihm - Violation of Letter on page 48:

Union: This grievance pertains to C&X supervisors dispatching work via the OPTIX system, do you have any knowledge of this?

Company: My understanding is management has always assigned work to construction employees.

Union: Do we know how this came about?

Company: I don’t know when the system OPTIX came out.

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Union: Prior to OPTIX, who dispatched C&X technicians?

Company: The supervisor would hand out prints to be done prior to OPTIX and they still hand out prints today.

Off Record Discussion

Union: I am going to take a pending on this.

PENDING UNION AT LABOR ON 1/31/2023.

9. #022-12-010-22 Jaime Musitano - Violation of Exhibit A3.022

Off Record Discussion

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

CLOSED AT LABOR ON 1/31/2023.

10. #023-01-015-22 Dennis Ackley - Violation of Article 17

Union: Is it the Company's position that a conduit was placed, and a Local 13000 member did the job, because based on the pictures I sent you, there is no conduit.

Company: Per Katie Feldmeier the contractor Danella placed 179' of conduit.

Union: We have provided you with photos and we have two different stories. We believe there is a violation of the 2008 Buried Loop Agreement. We demand 2 hours pay to Dennis Ackley.

Off Record Discussion

Union: I will take a pending on this.

PENDING UNION AT LABOR ON JANUARY 31, 2023.

11. #023-01-017-22 Dennis Ackley - Violation of Article 17:

Union: On this one prior to Danella arriving there was a temporary loop on the ground, is it the Company's understanding that Danella place a conduit for loop to be put in?

Company: That is what I was told.

Union: Are you willing to allow me to have a conversation with the field on this?

Company: I have no problem with that.

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Union: I will hold this pending.

PENDING UNION AT LABOR ON JANUARY 31, 2023.

12. #023-01-018-22 Leah Gindle - Violation of Article 17:

Union: On this one, Danella buried 117' of buried wire for a service order is that correct?

Company: Katie Feldmeier looked at this again and says there may have been a violation on this one. Without P&P I am willing to offer 2 hours pay at the rate in which the incident took place.

Union: We will accept that and settle this grievance at this level.

SETTLED AT LABOR ON 1/31/2023.

13. #023-01-019-22 Leah Gindle - Violation of Article 17:

Union: We held this pending from a previous meeting. The Company responded that the contractor placed 227' of conduit and a Local 13000 member dispatched and completed the job. We have pictures refuting this, is the Company receptive to the idea of holding this pending until we meet with the field?

Off Record Discussion

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14. #023-01-022-22 Leah Gindle - Violation of Article 17:

Union: Jeff, we discussed this before and you stated that Danella place 230' of conduit and a flowerpot, is it the Company's position that a Service Tech went out and completed the job?

Company: Yes.

Union: We are able to get you pictures to dispute this and will take a pending on it.

PENDING UNION AT LABOR ON 1/31/2023.

15. #023-01-027-22 Dennis Ackley - Violation of Article 17:

Union: Is it the Company's position that this was a new installation and that a 149' loop was buried under 2 driveways and in this instance direct burying the loop is allowed?

Company: Yes.

Off Record Discussion

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Company: Are you saying that this a greenfield and there was conduit present?

Union (LG): Yes.

Company: Based on the 1st step minutes and this information I am willing on a non-P&P basis pay 1 hour at the rate of when this occurred to Dennis Ackley to settle this grievance.

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

SETTLED AT LABOR ON 1/31/2023.

17. #023-01-030-22 Taylor Paige - Violation of Article 17:

Union: PECO and it's subcontractor's placed Verizon poles 8 total in Ridley Park Pa. Are you aware of this?

Company: I do, and I do not believe the 1991 MOU or Article 17 is in play here.

Union: Does Company acknowledge a fiber transfer happened here?

Company: No.

Union: With regards to the 'Pole Joint Use Agreement' where PECO places a Verizon pole is it their pole then or is T&M billed to Verizon?

Company: I don't know how that works.

Off Record Discussion

Union: It is our understanding that assigning, or dispatch of this job was not done in a fairly adequate timeframe causing PECO to place these poles, is that accurate?

Company: Yes.

Off Record Discussion

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

CLOSED AT LABOR ON 1/31/2023.

18. #025-03-004-22 Dave Gain - Violation of the Buried Loop Agreement:

Union: Jeff, we last discussed this on January 5, 2023, you said there was 60' of buried service wire place for a service order is that correct?

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Company: Yes, the service order was dispatched and tech JVR completed a temp to perm. On August 22, 2022, the same buried wire was cut and tech JAZ placed a temp. On October 17, 2023, tech JQE did the temp to perm on that one.

Union: In Dave Gain's absence I will take a pending on this.

PENDING UNION AT LABOR ON 1/31/2023.

19. #025-03-006-22 Dave Gain - Violation of the Buried Loop Agreement:

Union: We last met about this job at 316 Fountain Farm Lane and you stated the contractor placed 40' of buried wire, is that still your position?

Company: To be honest I don't know how many times we dispatched on this job, but it is service order related. Vania went out on job and tech JDZ completed a temp to perm.

Union: I will take a pending on this.

PENDING UNION AT LABOR ON 1/31/2023.

20. #025-03-007-22 Dave Gain - Violation of the Buried Loop Agreement:

Union: Jeff, the last time we met you stated that the contractor placed 10' of conduit and pulled buried wire through, is that still, correct?

Company: Yes.

Union: Has any new information come to light?

Company: On June 26, 2022, tech JQD ran a temp loop to house. The contractor went out on July 8, 2022, and placed conduit. Two days later on July 10, 2022, tech JVH went out and did a temp to perm.

Union: I will take a pending on this and check into it.

PENDING UNION AT LABOR ON 1/31/2023.

21. #025-03-008-22 Dave Gain - Violation of the Buried Loop Agreement:

Union: At our last meeting the Company stated that there were two tickets for a church in March of 2022, do you have any additional information on this?

Company: This job had a ton of dispatches on it, and it is unclear when Dave Gain was out there. There were at least 6 dispatches out to this location in 2022. I show the latest activity as being the temp loop was cut more than once and tech JQE took a repair buried loop code back in July of 2022. Danella claims they were out there to repair damaged conduit.

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Union: We will look into and take a pending on this.

PENDING UNION AT LABOR ON 1/31/2023.

22. #025-05-002-22 Marissa Barbish - Work at Home Agreement:

Union: Jeff, this grievance pertains to an edict given to Marissa Barbish about her home move and regarding the Company's decision to enforce the distance from her official reporting location and her new address, what policy or document is the Company referring to?

Company: The Work at Home Agreement (WAH)

Union: When did this agreement go into effect?

Company: It was signed upon ratification of the contract extension on July 29, 2022.

Union: Prior to that date was there another agreement in effect?

Company: Not for working from home.

Union: Did this new agreement supersede another agreement?

Company: Yes, during COVID there were several temporary agreements in place and allowing people to work from home was one of them.

Union: The Code of Conduct and work rules state that employees must notify the Company of address changes. I believe she officially changed her address on August 27, 2022, she verbally or by way of IM notified her supervisor on August 20, 2022, are you aware of this?

Company: I don't know the exact date, but I do know it was after July 28, 2022.

Union: We concede that, do you dispute that dates I gave?

Company: No.

Union: Has the Company extended the time she has to change address?

Company: This employee is in violation of the WAH agreement, she was originally given 30 days to address the issue. After some discussions it was decided that 90 days was more appropriate. That now puts the deadline to address the issue at February 27, 2022, which is the date she needs to be within 75 miles of her reporting location or the WAH agreement will be revoked and she will be required to report to Fort Washington, which is her current reporting location.

Union: Do you have copies of the SLACK messages she had between her and her supervisor?

Company: I have what you have.

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Union: Did the Company do an investigation on Marissa on November 22, 2022?

Company: I don't know the exact date. The information that I have is that in June of 2022, she spoke to her supervisor about moving to Philadelphia, that apparently fell through in the July timeframe. She then had discussions with her supervisor about moving to Delaware, he told her she should involve HR and the Union.

Union: I do not have that information from IM. What I do have is her asking him via SLACK on August 8th if he could check address 20830 Brunswick Lane in Millsboro Delaware to see if it qualifies for Fios. I have and can provide copies of communications via SLACK from June 2, August 8th, 11th, 22nd, and 23rd 2022 regarding her moving. Is there any communication that I did not mention that you have?

Company: I have what you have.

Union: The earliest communication that I have is Marissa notifying her supervisor that she was selling her Conshohocken house. I have on August 8th that she and her supervisor talked about the Millsboro Delaware house; do you agree?

Company: I can only say that she officially notified the Company in August 2022 that she moved to a new address in Delaware which is more than 75 miles from her reporting location, which is why the Company started to gather all of the information they could and then had an investigatory meeting in November after realizing this was violating the WAH agreement.

Union: Why did the Company wait until November to investigate, why not earlier?

Company: The Local Manager did not realize it was a WAH violation.

Union: So, the only way you know if someone is outside the 75-mile range is if they tell you?

Company: As of today, no.

Off Record Discussion

Union: In the contract, specifically the WAH agreement, it says "all requests require management approval" is that correct?

Company: Yes.

Union: Was this incident denied?

Company: It was not formally denied because it was never formally asked.

Union: But she did notify her supervisor that she moved to Delaware, correct?

Company: Yes, there was a discussion after the fact.

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Union: You do see where she asked him about checking Fios availability at her new residence?

Company: Yes.

Union: In the copies of the SLACK conversations, do you see where her supervisor asks her “how was the move” and she responds, “great I am at my kitchen table right now” on August 23rd and he responds “awesome, glad all is well”?

Company: Yes.

Union: So, on this date, he is fully aware that she moved to Millsboro Delaware?

Company: At this point, yes.

Union: He also goes on to say, “make sure you update your address and can you get on to the DC web”. So, is he fully aware of her situation?

Company: Yes, but he did not nor is he authorized to give her permission.

Union: Is it the Company’s position that she never asked for permission?

Company: In part.

Union: Does Verizon provide contact explanation meetings with their management teams?

Company: At some point yes.

Union: During the normal course of business, does management have the ability to reach out to HR or Labor with questions?

Company: Yes, they have the ability to reach out.

Union: So, the brand new WAH agreement came about in this timeframe?

Company: Yes.

Union: If Marissa was living in Millsboro for a year prior to these dates in question and the WAH agreement came along, could she have continued to live there?

Company: She did not live there prior, and I don’t want to get into hypotheticals.

Union: Is there any provision of the WAH agreement that deals with an employee that moved prior to the agreement?

Company: Prior to the WAH agreement is someone moved 300 miles from his reporting location, they took a gamble of driving that every day.

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Union: So theoretically if WAH agreement was to end, an employee would need to get to their reporting location?

Company: Yes.

Union: The website Zillow is not the most accurate, but it shows her house was sold on August 17, 2022. Have you heard of a house that is listed and then settled or closed on in less than 30 days, because I have not. It usually takes months to get the transaction to closing. She would have been involved in this transaction way before the July 20, 2022, date the house shows as contingent, which is before ratification. You do agree that July 20th is before July 29th?

Company: Yes.

Union: To reiterate Marissa talks to her supervisor in June, July, and August through SLACK about moving. Her home is shown as contingent on July 20, 2022, according to Zillow. This is before the timeline from the Company that this brand-new work at home agreement was ratified on July 29, 2022. She has claimed that she was very confused about this timeline and was involved in a big situation in her private life at this time.

Company: I believe the Union sent out to Ms. Barbish as well as all the other Union members the particular parameters regarding the tentative agreement that was agreed to at the bargaining table regarding the WAH agreement, so she either read it and went ahead with the move or she did not read it took her chances on no WAH agreement coming to fruition and living that far away. Either way she made this decision on her own.

Union: Do you know of anywhere else where there is a dispute with an employee regarding home residence and the WAH agreement?

Company: Not in the area I cover but out in the western part of the state, I heard that someone moved to Virginia and was given 30 days to come back which they did, other than that I do not know of any.

Union: So, if we were to come to a consensus on this grievance today, would that compel the Company to agree with other members. I mean if Verizon approves Marissa's situation it would not jeopardize the entire WAH agreement, correct?

Company: She never asked for permission or approval, she just did it.

Off Record Discussion

Union: As indicated earlier it is completely understandable that the timelines in this case were overlapping and confusing. We do not believe that Marissa withheld anything about her move as is evident in her conversations with her supervisor over the course of multiple months. She informed the Company when she officially moved into her house. I have no formal requests about the move but that does not mean it didn't happen. I am sure you can agree that both the Union and the Company were working out the kinks in a brand-new agreement. The Company has the ability

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to accommodate her with an exception to stay in her home with her kids or offer her an opportunity to transfer to a similar job within the 75-mile radius and allow her to maintain her employment to settle this grievance.

Company: The Company did provide her with an additional 60 days to get her affairs in order which expires on February 27, 2023, in order to comply with the WAH agreement or have it revoked and start reporting to Fort Washington daily for work. This grievance is denied.

Union: We will close this in disagreement pending Union action

CLOSED IN DISAGREEMENT PENDING UNION ACTION ON 1/31/2023.

23. #025-07-027-22 Earl Rose - Violation of Article 17:

Union: Jeff, the last time we met you took a pending on this what did you find out?

Company: I looked into this and there was a Verizon Business tech dispatched out to the Hatboro work center. This order was placed by Verizon Data Services, which is actually an offshoot of the old GTE company. This was not CTS work or work done by a Systems Tech. Per the circuit ID you gave me this is Verizon Business circuit. There were 2 dispatches out to that work center one on October 7, 2022, and another on October 13, 2022. Systems tech James Harty was out there both times, but this order came through as a Verizon Data Services order and your Systems techs do not work on those it was Verizon Business tech Alex Haylock that had the job and he is probably one of your members.

Union: There appears to have been a handoff and both parties worked on the job. I am concerned about the Verizon Business carveouts in our contract and making sure CTS work cannot be contracted out. I will take a pending and look further into it.

PENDING UNION AT LABOR ON 1/31/2023.

Respectfully Submitted,
Joseph Peruggia Unit 22 President