

**AREA LEVEL – JOINT CONFERENCE WITH LABOR**  
**UNITS 11, 15, 22 & 25 GRIEVANCES**

**DATE:** January 5, 2023  
**TIME:** 9:00 A.M.  
**PLACE:** 2124 Race Street, 2<sup>nd</sup> Floor, Philadelphia, PA

**PRESENT FOR THE UNION**

Rich Dezzi - E.R.V.P.  
Jamie Schools - Unit #11 President  
Chris Wackerman - Unit #15 President  
Joe Peruggia - Unit #22 President  
Dave Gain - Unit #25 President

**PRESENT FOR THE COMPANY**

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

**AGENDA:**

1. #ER-005-22 Violation of 1991 MOU **PU**
2. #011-06-014-22 Jennifer Thomas – Violation of Article 40 **Settled**
3. #011-06-019-22 Jaime Schools – Violation of Letter on page 48 **Closed**
4. #011-06-020-22 Cathleen Meisenzahl – Violation of A3.022 **CID**
5. #011-06-021-22 Kevin Williams – Violation of A3.022 **CID**
6. #011-06-022-22 Carolyn Alvarez – Violation of A3.022 **CID**
7. #011-06-023-22 Kevin Robinson – Violation of A3.022 **CID**
8. #011-06-024-22 Joann Sumney – Violation of A3.022 **CID**
9. #011-06-025-22 Marilyn Rosario – Violation of A3.022 **CID**
10. #011-06-026-22 Tanya Williams – Violation of A3.022 **CID**
11. #011-06-028-22 Lynn McCarthy, et al MA’s – Violation of A2.0221 **PU**
12. #015-02-008-22 Jason Soder – Violation of Buried Service Wire Agree **CID PUA**
13. #015-02-012-22 Jared Hoffman – Violation of Article 17 **CID PUA**
14. #015-02-013-22 Joseph Sacco – Violation of 2008 Buried Lopp Agree **CID PUA**
15. #015-06-008-22 Brian Marynowitz – Viol of 2008 Buried Loop Agree **CID PUA**
- #015-06-009-22 Ray Kriza – Viol of 2008 Buried Loop Agreement **CID PUA**
16. #022-03-020-22 Robert Brasch – Violation of Exhibit A3 **Closed**
17. #022-06-012-22 Meir Mizrachi – Violation of A3.022 **Closed**
18. #022-12-010-22 Jaime Musitano – Violation of A3.022 **PU**
19. #025-03-004-22 Dave Gain – Violation of Buried Loop Agreement **PC**
20. #025-03-005-22 Dave Gain – Violation of Buried Loop Agreement **Settled**
21. #025-03-006-22 Dave Gain – Violation of Buried Loop Agreement **PU**
22. #025-03-007-22 Dave Gain – Violation of Buried Loop Agreement **PC**
23. #025-03-008-22 Dave Gain – Violation of Buried Loop Agreement **PU**
24. #025-07-027-22 Earl Rose – Violation of Article 17 **PC**

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

Union: We are going to continue to hold this pending.

**PENDING UNION AT LABOR ON JANUARY 5, 2023.**

**2. #011-06-014-22 Jennifer Thomas - Violation of Article 40:**

Union: Jeff this grievance pertains to Management doing Bargaining Unit work, you took a pending on this last time, were you able to find anything out?

Company: The New Jersey CSSC assigned this ticket in error.

***Off Record Discussion***

Company: I will offer on a non-P&P basis 30 minutes pay to Jennifer Thomas at the rate at which this occurrence happened.

Union: We will accept that as a settlement and close this grievance.

**SETTLED AT LABOR ON JANUARY 5, 2023.**

**3. #011-06-019-22 Jaime Schools- Violation of letter on page 48:**

Union: Jeff this grievance pertains to Management doing Bargaining Unit work. This case shows a Manager from New Hampshire named Tracy Keaton assigning ticket # DQDFTL4F to technician JHB on November 12, 2022. Can you tell me why this happened?

Company: Yes, Tracy works with corporate IT, on this day her team was dealing with an OPTIX update. When the update was complete, she chose this job to assign and then quickly remove to make sure update went through without issues. The job was actually assigned later on by a Union employee.

Union: Is she a management employee?

Company: Yes.

***Off Record Discussion***

Union: Do the people who work in IT have test tickets do try out during an update, without actually touching live work?

Company: I don't know, I am not sure they can get what they need out of a test ticket.

Union: Since the job was not really dispatched by a management person, we will close this grievance at this level.

**CLOSED AT LABOR ON JANUARY 5, 2023.**

**4. #011-06-020-22 Cathleen Misenzahl - Violation of A3.022**

**5. #011-06-021-22 Kevin Williams - Violation of A3.022**

**6. #011-06-022-22 Carolyn Alvarez - Violation of A3.022**

**7. #011-06-023-22 Kevin Robinson - Violation of A3.022**

**8. #011-06-024-22 Joann Sumney - Violation of A3.022**

**9. #011-06-025-22 Marilyn Rosario - Violation of A3.022**

**10. #011-06-026-22 Tanya Williams - Violation of A3.022**

Union: These 7 grievances were filed because none of the grievants were offered overtime on their 'NS' Day, which was on November 23, 2022, can you tell me why?

Company: My understanding is the local management made the decision that they did not need these folks for a full day of overtime.

Union: Can you confirm that these 7 employees are currently working from home?

Company: Yes, they are.

Union: So, travel, parking, inclement weather, etc. are not an issue for them. Correct?

Company: I would say that is fair to say.

Union: Based on the needs of the business, there was a need for overtime on that day, correct?

Company: Yes, for one or two employees at the end of the day.

Union: Usually overtime on an 'NS' day recipients are offered a full day of overtime, but this is a unique situation. Telephone equipment provided by the Company is in the employee's home, so correct me if I am wrong, but all the supervisor needs to do and would be germane to, is call and ask an "NS" employee to work overtime and if they have the ability to log on?

Company: That would obviously be changing overtime policies and work from home agreement. Local Management should meet with the Unit Presidents to maybe look at adjusting overtime policies that are currently in place. On that day Management did not want to go that issue and besides it looks as though no one actually had to work overtime on that day.

Union: Was any work sent to another center on that day?

Company: I don't know, if another center looked at any work or took calls.

Union: At what point did Amanda Quintana reach out to you about this?

Company: I was contacted that afternoon.

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Union: These 7 grievants feel as though they were ready and able to help the Company out and feel slighted that they were ignored and the overtime opportunity was not made to them. To settle this grievance, offer 4 hours of overtime opportunity to each of them.

Company: There is no overtime bypass, because no one worked overtime. The Company is under no obligation to bring in 'NS' people. Also, refusal to work overtime when told there is a force is a serious infraction. I suggest the Union and Company meet to review overtime policies going forward, this grievance is denied.

Union: We will close this in disagreement and charge the Company is in violation of A3.022.

### **CLOSED IN DISAGREEMENT AT LABOR ON JANUARY 5, 2023.**

#### **11. #011-06-028-22 Lynn McCarthy, et al MA's - Violation of A2.0331**

Union: This grievance is tied to the last 7 grievances we just heard and is about forcing overtime on November 23, 2023. Again, this grievance would not have been filed if Amanda Quintana had reached out to the Union to get help securing volunteers. At some time during the day the needs of the business required overtime, were you contacted about this?

Company: It was in the afternoon of November 23<sup>rd</sup>.

Union: At what time did she realize work needed to get covered and instead of asking for volunteers went into a force? She could have reached out to the Union for help getting volunteers and it would have been suggested to maybe call an "NS" person or two.

Company: It is a good point; I believe the Union and Company should sit down and discuss ways to do that in the future.

#### ***Off Record Discussion***

Union: Can you confirm that no discipline was handed out for refusing a force on this day?

Company: I am unaware of any, but I did hear that Area Manager Sharon Bess was going to question employees on their compelling reasons.

Union: Well, I am not going to move this until we know where this is going.

#### ***Off Record Discussion***

Union: We will hold this pending

### **PENDING UNION AT LABOR ON JANUARY 5, 2023.**

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**12. #015-02-008-22 Jason Soder -Violation of Buried Service Wire Agreement:**

Union: Services Technician Jason Soder was dispatched on ticket PA11738173122 at 2582 Orthodox Street in Philadelphia only to find out that equipment was sent directly to the customers home, and they were instructed to perform the work on their own. Can you tell me about this?

Company: My understanding is that a router was shipped to customer, which is customer owned equipment.

Union: Was there a FECO ticket involved?

Company: No, there was a tech dispatched.

Union: Had the router actually been installed by the customer, would there have been a need for a dispatch?

Company: Possibly, I don't know what he did on this job.

Union: Our belief is this practice is designed to circumvent the Service Tech title. Is this customer a member of CWA Local 13000?

Company: No.

Union: This work is exclusive to the Local 13000 Bargaining Unit, and it violates the 2008 Buried Loop Agreement. Pay Jason Soder two hours to settle this.

Company: The router is customer owned, they bought it.

Union: We were told that the Customer pays rent every month for the router, which would make it Verizon owned. Are you willing to reconsider my offer?

Company: My info is that the customer bought it and in the end a tech was dispatched anyway, grievance is denied.

Union: We believe the router is rented and maintained by the Company. We will close this in disagreement pending Union action, and charge the Company is in violation of Articles, 2,8,17, and the 2008 Buried Loop Agreement.

**CID PUA AT LABOR ON JANUARY 5, 2023.**

**13. #015-02-012-22 Jared Hoffman -Violation of Article 17:**

Union: Jared was dispatched on ticket PA11798794837 at 5549 Loretto Ave. in Philadelphia. Upon arrival it was discovered that a Verizon contracted door to door salesperson Nandi Roberson performed various tasks to complete an install they sold to the customer, are you aware of this?

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Company: I am, this door-to-door agent got a call from the customer they sold Fios to saying they could not get their self-install to work. The customer threatened to cancel the order, the agent just had a conversation with the customer and no work was ever performed. These door-to-door agents are told to never go into the home.

Union: Is this agent an employee of Verizon?

Company: I do not think they are official employees.

Union: Was she instructed to do this?

Company: No, they are under no circumstance instructed to do this.

Union: You stated the customer threatened to leave Verizon?

Company: Yes, they did not like the date and access window they got when they called dispatch and they then in turn called the door-to-door salesperson who then went out and had a conversation to try and calm them down.

Union: So, if an assistant tech delivers a set top box and sees wires down and customer is irate, should they fix them?

Company: No.

Union: We vehemently disagree with this practice of allowing customers to do their own work and installs. We believe this is a violation of the 2008 Buried Loop Agreement. Pay Jared 2 hours to settle this grievance.

Company: We don't disagree that the door-to-door agent went out there, but no work was performed. This agent went out on their own to calm the customer down and they have since left the agent job. Grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company has violated Articles 2,8,17,39,40,41, and the 2008 Buried Loop Agreement.

### **CID PUA AT LABOR ON JANUARY 5, 2023.**

#### **14. #015-02-013-22 Joe Sacco -Violation of the 2008 Buried Loop Agreement:**

Union: This Service Tech Joe Sacco was dispatched on ticket DQDFU4YY at 709 Rowland Ave. in Cheltenham Pa. He found out the customer was instructed to repair the job on their own, can you tell me why?

Company: The Company opted to attempt a self-install; it appears there was no ethernet in the home.

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Union: Did the customer call into Verizon and the FSC instructed customer on what to do in the house?

Company: I don't know what they said to the customer but they probably went through flow chart and sent it out for dispatch.

Union: Was the 'tech see' app used?

Company: I don't know.

Union: Did Joe Sacco run the ethernet wire in home?

Company: I don't know, all I know is he completed the job.

Union: Our belief is this is just another job showing how the Company is trying to circumvent the Services Technician job more and more. If there was an ethernet in the house this job would not have been dispatched. This is a violation of the 2008 Buried Loop Agreement, pay Joe Sacco 2 hours to settle this grievance.

Company: The customer has the right to try a self-install. The FSC is there to try to help customers work through their issues. In this case a dispatch was actually generated, this grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company has violated Articles 2,17,39,40,41 and the 2008 Buried Loop Agreement.

### **CID PUA AT LABOR ON JANUARY 5, 2023.**

#### **15. #015-06-008-22 Brian Marynowitz - Violation of the 2008 Buried Loop Agreement**

#### **#015-06-009-22 Ray Kriza - Violation of the 2008 Buried Loop Agreement**

Union: These 2 techs were dispatched on ticket DQDFR5C2, where they learned that the customer was instructed to repair their own trouble, can you tell me why?

Company: This customer called into to the FSC and they tried to help the customer with their issues. When that proved to be fruitless, the FSCA created a dispatch ticket.

Union: The customer told these technicians that they were on the phone with the FSC for over 3 hours, wouldn't you say this is very excessive?

Company: It does sound excessive.

Union: Our position is that the FSC and the 'tech see' app was designed during COVID as a work around during the pandemic to get customers up and running without going in some homes. There is no need to use this process any longer. This job is another example as are all the ones before it of the Company trying to circumvent the Services Tech title and work that is exclusive to the Local 13000 bargaining unit, by trying to avoid dispatches at all costs. I do not see how anyone could

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say keeping a customer on the phone for over 3 hours is a good customer experience. We feel this is an absolute violation of the 2008 Buried Loop Agreement, pay these two techs 2 hours each and cease and desist this practice to settle this grievance.

Company: Part of the FSCA's function is to try and help customers resolve their issues as quickly as possible. I have no idea if 'tech see' was even used and a dispatch ultimately happened. This grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company has violated Articles 2, 17, 39, 40, 41 and the 2008 Buried Loop Agreement.

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**16. #022-03-020-22 Robert Brasch - Violation of Exhibit A3:**

Union: Again, we find ourselves with a technician being called in for overtime while on vacation, can you tell me why?

Company: It seems he was inadvertently called by the OOH group, who apparently did not know he was on vacation.

***Off Record Discussion***

Union: We will close this grievance.

**CLOSED AT LABOR ON JANUARY 5, 2023.**

**17. #022-06-012-22 Meir Mizrachi - Violation of A3.022:**

Union: We heard this at a prior meeting, and you stated that Bill Sanchez and Demier Dubois were higher on the overtime list than Mr. Mizrachi, is that correct?

Company: According to my records that I have yes.

***Off Record Discussion***

Union: We will close this grievance.

**CLOSED AT LABOR ON JANUARY 5, 2023.**

**18. #022-12-010-22 Jaime Musitano - Violation of A3.022**

Union: This grievance pertains to a missed overtime opportunity for Parkerford Services Tech Jaime Musitano. On November 29, 2022, Jaime signed up for overtime and was not offered to stay late, yet two other techs were forced to work on that date, can you tell me why?



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Company: He had 9 hours of overtime on that date, because he was in on his NS Day. A text blast was sent out by supervisor on November 29<sup>th</sup> at 1:22pm to all techs asking if anyone wanted to stay late. Jaime never answered until the 2 techs were told they were forced to stay. In speaking with Local Manager Justin Roy, he says he thinks Musitano was playing games. In accordance with overtime equalization, he has 603 hours of overtime that have been offered in 2022.

Union: Was the overtime tool messed up that day?

Company: I don't know if it was messed up, I do know that there are issues with making one's self available to stay late when they are in on their NS Day.

Union: Is it the Company's position that Jaime went home knowing that his peers were being forced to work and the later complained about it. The supervisor knows Jaime is a high overtime employee, why didn't he call him directly before forcing anyone instead of sending out a text blast which some people might have been working and too busy to read right away?

Company: I know that he called Justin Roy about another matter and he mentioned something about people being forced that night.

### ***Off Record Discussion***

Union: I am going to hold this pending.

**PENDING UNION AT LABOR ON JANUARY 5, 2023.**

### **19. #025-03-004-22 Dave Gain -Violation of 2008 Buried Loop Agreement**

Union: We are going to hear these together, but I am going to list locations of each one. On each of these we contend that the buried loop was placed by contractors. In all of these cases the grievant was able to obtain information on site or at work center showing that the temp loop that was placed by bargaining unit employee was then buried by contractor. First grievance #19 was at 2 Walton Court Newtown Pa., what info do you have for this?

Company: I show contractor placed 60' of buried wire for service order PA1578026325, no connections were made. I don't believe there was a violation.

Union: (DG), When I was out there to do locate before they dug, there was a temp loop on the ground. When I was back out there the loop was buried and connected without a Service Tech ever going out. Per the agreement contractors are not allowed to connect buried loops.

Company: I will take a pending on this and get more information.

Union: We will send you whatever pictures we have, I was expecting you to be here today and not do this meeting over phone, we will email them to you.

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**20. #025-03-005-22 Dave Gain - Violation of 2008 Buried Loop Agreement**

Union: Next, we have #20 on the agenda, the address is 256 Clover Hill in Lower Makefield Pa., what do you have on this one?

Company: On this the contractor placed 40' of buried wire on a repair, without P&P I am offering 2 hours pay to Dave Gain to settle this grievance.

Union: We will accept that as settlement.

**SETTLED AT LABOR ON JANUARY 5, 2023**

**21. #025-03-006-22 Dave Gain - Violation of 2008 Buried Loop Agreement**

Union: For #21 on the agenda, the address is 316 Fountain Farm Lane in Newtown Pa. what info do you have on this?

Company: Contractor placed 40' of buried loop for a service order PA11752262739, they direct buried the wire and did not make any connections. I will take a pending on this and look further to see if a tech was sent out to make those connections.

**PENDING COMPANY AT LABOR ON JANUARY 5, 2023**

**22. #025-03-007-22 Dave Gain - Violation of 2008 Buried Loop Agreement**

Union: For #22 on the agenda, the address is 1081 Creamery Road in Newtown Pa. what can you tell us about this?

Company: Contract Services Area Manager Katie Feldmeier advised me that the contractor did place a loop, they place 10' of conduit to be pulled through. This was a repair job.

Union: So, the tech gets out there and finds cut loop, we have pics to send you if you would like. There was no conduit to hand hole.

Company: I will have to take a pending on this and do some more digging.

**PENDING COMPANY AT LABOR ON JANUARY 5, 3023**

**23. #025-03-008-22 Dave Gain -Violation of 2008 Buried Loop Agreement**

Union: Finally, #23 on the agenda was located at 206 Buck Road in Newtown Pa., what can you tell us?

Company: Per Katie, Danella was out there and didn't place a buried loop. I found 2 different tickets on this one was a church that had issues and was referred to Verizon engineering back in March of 2022.

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***Off Record Discussion***

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

**PENDING COMPANY AT LABOR ON JANUARY 5, 2023**

**24. #025-07-027-22 Earl Rose - Violation of Article 17:**

Union: This grievance pertains to work being done by Verizon Business techs, originally this was filed as an Article 17 violation but after looking at it I see it as a violation of Article 40. Who does CTS work for Verizon work centers?

Company: Core Systems Techs.

Union: Is there a certain point where a Verizon Business tech would get a hand off?

Company: I don't believe so but I don't know anything specific about the job.

Union: I need to know if there is an M&P regarding CTS work and any involvement of Verizon Business techs.

Company: I will check on that.

Union: In other circumstances, we have argued title jurisdiction between Systems Techs and Splicing Techs, understandably there are some shared functionalities. However, both of those titles are represented and protected by the CWA Local 13000 and Verizon contract and Article 17 of said contract. The Verizon Business technician is bound by a carve-out that allows contractors (section K) of the contract. For that reason, our position is that this work is exclusive to the Verizon Systems Technician. No CTS job should ever go to a Verizon Business Tech for any reason. If allowed to go to VZB tech our contention is that the Company could then start contracting out this work. The circuit ID for job in question is 11/KFGS318505PA. The address is at 2250 Byberry Road in Hatboro, which is also known as the Hatboro work center. The date of the job was October 13, 2022, and Jim Harty and Earl Rose were out there.

Company: I will look into this and take a pending on this.

**PENDING COMPANY AT LABOR ON JANUARY 5, 2023.**

Respectfully Submitted,  
Joseph Peruggia Unit 22 President