

**CWA Local 13000  
Verizon Labor Relations  
April 12, 2023  
Via Conference Call**

**Present for the Union:**

Gregg Bialek  
Dana Bialek  
Mike Reeder  
Mike Bowman

**Present for the Company:**

Bob Kunkle  
Charles Amorosa

**PENDING GRIEVANCES December 20, 2022**

**031-06-002-2022 Call Out Bypass: Greg Ross – OPT (PC)**

U – I know you spoke to Carrie and she said she was not willing to go for back up on this? I can't remember. This is the one that Brad took 3 hours to call 3 people.

C – The company has no interest in settling this grievance as there is no violation and we have no contractual obligation to call the State College work center. As you are aware we have the right to use contractors.

U – Mike do you have any questions about that?

U (MB) – No

U – We are going to close this in disagreement, they did have a backup list, I understand the company has no obligation to use the backup list but I wish they would

C – Understood.

***DISPOSITION OF GRIEVANCE  
CLOSED IN DISAGREEMENT***

**032-01-002-2022 Denied COVID-19 SCF Wages: Nick Silvey, Services Tech, Harrisburg (PC)**

C – I understood your position but I denied the grievance in the last meeting, the union closed in disagreement/pending union action.

U – Being the individual was unvaccinated, he was paid for the first day as per the policy, even though he didn't get the result until the 8<sup>th</sup> and could not come into work on the 8<sup>th</sup> because he wasn't cleared to come to work until that time. We do understand that was the company policy for unvaccinated individuals. We will close this in disagreement

***DISPOSITION OF GRIEVANCE  
CLOSED IN DISAGREEMENT***

**NEW GRIEVANCES**

**031-05-001-2022 Termination: Devon Dawson – Storekeeper**

U – Read from the letter to labor. We have a couple of problems with this termination. First, the company started investigating this, I believe in September of 2022 for an incident that happened between July and December of 2021 and in the meantime, the company had promoted Devon from an assistant technician to a storekeeper. Devon had a good enough rating to get promoted so there was nothing found as far as Devon's record to not allow her to get promoted. August 2, 2022 looks like the beginning of the investigation. She was promoted May 24, 2022 to storekeeper. I don't understand how the company went back over a year and 3 months after she was promoted, to investigate her for issues?

C – I understand the timeline, but the company investigated the employee once they became aware of her activities regardless of the timeframes or her other performance, good or bad, security concluded that Ms. Dawson made various unauthorized stops at non-Verizon locations while on company time, submitted inaccurate or falsified timesheets and received unearned compensation for time she didn't work, specifically Ms. Dawson submitted 33.5 inaccurate or falsified work hours and received \$819.91 in unearned compensation from July 1, 2021 through December 31, 2021. Ms. Dawson was terminated for violation of the code of conduct section 3 and the supply chain service work rules regarding accurate time reporting.

U – Where was she an assistant technician at the time?

C – As an assistant technician she was worked at Cuddy Ln in Cuddy, PA

U – Another question or discrepancy I see here, if you look at page 5 of the company's investigatory minutes, the 5<sup>th</sup> bullet point (read from investigatory meeting minutes). In the first level meeting, it was specifically asked what their directions were and what they were supposed to do and the supervisor Matt Young answered when they were done with their routes, they were to go back to the garage to finish their day. So, part of what the company is accusing her of is coming back to the work center early yet that is what she was directed to do. On top of that, there were other occurrences where Devon didn't have enough boxes to deliver for the day and texted Matt Young whether she should do pole surveys and his answer was ok. There's a stack of pole surveys that she did that the company provided us. I don't understand how the company is using her following the company directive and her reaching out to her supervisor to find more work to do is her stealing time from the company.

C – Read from page 7 (subsequent findings) of the company's investigatory minutes, then read Storekeeper Devon Dawson's response from the same investigatory minutes

U – Is it a violation of the code of conduct to lie in an investigation meeting?

C – Providing false or misleading information in a company investigation is covered under the code

U – On page 7 of the company’s investigatory meeting minutes (read from the second sentence bottom of page). Provided a copy of Matt Young’s text to Devon (read from text). He admits in the company security investigation that he didn’t authorize her to do that but yet here are the text messages from him.

C – First, we need to clarify that pole surveys and pole survey reports are 2 different things, pole surveys are done at the pole locations, pole reports are simply reports and Mr. Young gave instructions not to do them at non-company locations. If she needed to complete the pole reports, why wouldn’t she do them when she returned early those 102 times instead of going to 11 different non-company locations without authorization for a total of 33.48 hours. Also, the pole survey forms you provided covered 5 days October 27, 2021 through November 3, 2021 and do not explain her activities. And the text messages you provided talk about pole survey reports not pole surveys, additionally only 2 of the courses the grievant stated she completed were completed on days when she stopped at those non-company locations and totaled only 8 minutes which were removed from the 33.48 hours.

U – To answer some of your statements, why go to non-company locations to do this work because she didn’t have the ability to complete the pole survey forms at every location. As for your second statement, the forms we provided only covering 5 days, because that’s the only paper copies she had during the few minutes that the company gave her to look for them and she emailed every pole survey form that she did to Matt Young and being that her email was deleted within 30 days, the company should have every email of pole surveys that she did. On top of that, the company never informed her that she had to do these pole survey forms at the garage, at the end of the shift. Previous to July 2021 that is exactly how she did it and was never questioned. Being the company never gave her guidance, she did what she was supposed to do. She also requested to do this work to just not sit in the garage for 8 hours a day since there were no set-top boxes to deliver. You have an exemplary employee who reached out to do work and the company has terminated her for doing so. And as for her being back early 102 times, it was stated by Matt Young in the grievance meeting on September 27, 2022 that he instructed all assistant technicians when they were done doing their work for the day to report back to the garage. So, the company is the one who asked her to come back early, she didn’t do that on her own.

C – I understand the union’s position but I’m denying the grievance

U – I gave you the request for information that was given to Matt Young, I would request we keep this company pending to see if you can provide us any of that information.

C – I will agree to hold pending and provide requested information that is available.

***DISPOSITION OF GRIEVANCE  
PENDING COMPANY***

**031-06-003-2022 Tour Assignment: Paul Malone – Switching Equipment Tech**

U – Read from the letter to labor. On October 31, 2022 overtime was offered in the State College CO to throw one circuit after CXM completed a fiber change. The supervisor in charge for Greg Jackson, Eric Horten made the decision to have one of his technicians from his administrative group cover the job on

a night tour which was not offered to the Altoona administrative group. They asked for overtime, they accepted it (Paul Malone), then they forced a guy from another group to work 11pm-7am out of district.

C – According to the first step notes, there was an overtime opportunity offered to the entire administrative group to come in during safe time for a job that was expected to last only a few minutes. All of the technicians in the administrative group turned down the opportunity and it offered to Nightengale in the Ebensburg/Latrobe administrative group who accepted the work. The union cites Articles 2, 9, 39 and the letter on page 48 as a basis for the grievance.

U – They moved a 1G circuit so that will be more than 5 minutes, why didn't they force someone in that administrative group to work that, why did they go out of the administrative group? Normally when they can't get someone to volunteer, they ask for volunteers to change their tour.

C – To change a tour requires notice and they exhausted the administrative group, after that the company can choose how they cover the overtime. Nightengale was actually scheduled in his administrative group and accrued no overtime, I see no violation.

U – I will close this in disagreement.

***DISPOSITION OF GRIEVANCE  
CLOSED IN DISAGREEMENT***

**032-04-001-2023 Worktime Schedules: Lisa Wilson, Harrisburg**

U – Read from the letter to labor. For 5 years, the company has allowed all groups, not just the out of hours group that whatever the majority of the hours worked were the day assigned to them on the schedule. If you start 10pm on Sunday, you were technically scheduled on Monday and now per Tom Hosterman and a host of other bosses was that labor has made this change. They are blaming it on you and Fallon for this change. There's nothing in the scheduler that doesn't allow for this and this group is looking to have this changed back to the way it was.

C – First the groups that were doing the schedules in this way, were not authorized to make this change and never advised labor that they were contemplating or instituting this change. Second, the fact that they have been doing it for 5 years or so proves that it was not that way previously. Also, article 3.041 (read from the contract), which is consistent with the previous manner of scheduling.

U – Your first statement, the groups were not authorized to make this change, who told them to make the change?

C – I'm not aware of who advised them to make a change but any changes must be approved by labor

U – To your second point, doing it for 5 years or so proves that it was not done that way previously. You are correct, they didn't have a 10am-6pm tour, they had a midnight to 8am. 3.041 actually proves our point because it states all time included in the tour starting on a Holiday is Holiday time (read from contract).

C – Think about if a person was scheduled on a Holiday for Monday at 10pm through Tuesday at 6am by the union's logic, the person's tour would now be on Tuesday because of the majority of hours fall on Tuesday but according to the contract, that should be the Monday tour and be paid Holiday time for the

entire tour starting at 10pm on Monday night. We can't change the contract language to reflect the unauthorized change made by these groups, only correct the error.

U – A2 work time schedules and A3 is for basis of compensation and to us does not refer to the schedules. There is nothing in A2 that refers to days being scheduled so we feel A3 holds no merit and on top of that, for past practice for the last 5.5 years, we feel this is something that the company can do.

C – I see no valid past practice or violation, I am denying the grievance

U – We will close in disagreement, pending union action

***DISPOSITION OF GRIEVANCE***

***CLOSED IN DISAGREEMENT/PENDING UNION ACTION***

**032-06-002-2022 Termination: Phillip Hunt, Services Tech, Lebanon, PA**

U – Read from the letter to labor. What was Phil terminated for?

C – The grievant was terminated in accordance of the driver license policy that states clearly that if this is not a first time that the person's license has been suspended or revoked or invalidated or if the suspension, revocation or invalidation is for a period greater than 6 months, the employee will be terminated from the company based on the repeated or prolonged inability to meet the driving require of the job. He was prohibited from driving after December 5, 2022 per the letter he received dated November 2, 2022, he didn't provide that letter or notify the company that he received this letter until December 19, 2022. Once we were made aware of this letter and his inability to drive a company vehicle for greater than 6 months, he was terminated.

U – We are asking to bring Phil back at the end of his suspension, he was a good employee

C – Denied

U – We will close this in disagreement, pending union action

***DISPOSITION OF GRIEVANCE***

***CLOSED IN DISAGREEMENT/PENDING UNION ACTION***

**032-08-002-2023 Performing Work Outside Jurisdiction: Wallace Bidelspach, Medium Truck Driver E. Petersburg, PA**

U – Read from the letter to labor. Storeroom keeper does more work than a medium truck driver is responsible to do, they order, talk to various internal employees to order equipment, cards, etc. Mr. Bidelspach has been doing ordering for CO's for cards, plugs-ins, etc. for the former GTE area in central PA. He is also doing ordering for the internal people in the garage. This is work that is above his job title, we are asking for him to be made a storekeeper, asap.

C – I believe we had the same grievance last year and my response was section E of the job description allows for medium truck drivers to order supplies, among other things. Is there something that has changed here since last year?

U – Yes, since now he’s ordering CO stuff which none of our storekeepers order stuff for the CO’s.

C – Section E of the medium truck driver job brief (read from the job brief). I believe the work you mentioned is covered in the job brief but I understand the union’s position and will take a pending to discuss with the department.

***DISPOSITION OF GRIEVANCE***

***PENDING COMPANY***