

AREA LEVEL – JOINT CONFERENCE WITH LABOR
UNITS 11, 21, 22 & 23 GRIEVANCES

DATE: November 22, 2022
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
Larry Windstein - Unit #21 Vice President
Joe Peruggia - Unit #22 President
Leah Gindle - Unit #23 Rep., Branch 1

PRESENT FOR THE COMPANY

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

AGENDA:

- | | |
|--------------------|---|
| 1. #ER-005-22 | Violation of 1991 MOU P.U. |
| 2. #011-06-008-22 | Colleen Viola – Violation of Letter on page 48 Settled |
| 3. #011-06-014-22 | Jennifer Thomas – Violation of Article 40 P.C. |
| 4. #011-06-015-22 | Jaime Schools – Violation of Article 40 Settled |
| 5. #011-06-017-22 | Jennifer Thomas – Violation of Article 40 CID |
| 6. #021-01-009-22 | Larry Windstein – Violation of Letter on page 59 CID |
| 7. #022-02-006-22 | Nick Kihm – Violation of Letter on Page 17 CID |
| 8. #022-03-015-22 | Tim King – Violation of Exhibit A3 CID |
| 9. #022-03-017-22 | David Moore – Violation of Exhibit A3 CID |
| 10. #022-03-022-22 | Bill Murphy – Violation of Letter on page 26 CID |
| 11. #022-06-007-22 | Bill Sanchez – Violation of A3.022 CID |
| 12. #022-06-012-22 | Meir Mizrachi – Violation of A3.022 P.U. |
| 13. #023-01-015-22 | Dennis Ackley – Violation of Article 17 P.U. |
| 14. #023-01-017-22 | Dennis Ackley – Violation of Article 17 P.U. |
| 15. #023-01-018-22 | Leah Gindle – Violation of Article 17 P.U. |
| 16. #023-01-019-22 | Leah Gindle – Violation of Article 17 P.U. |
| 17. #023-01-022-22 | Leah Gindle – Violation of Article 17 P.U. |
| 18. #023-01-027-22 | Dennis Ackley – Violation of Article 17 P.U. |
| 19. #023-01-028-22 | Leah Gindle – Violation of Exhibit A9 P.U. |

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

Union: Jeff, we heard this grievance previously, where are we with this?

Company: You pended it.

Union: We have settled these types of grievances in the past, but our position is that we are not going down this road each and every time there is a new PECO contractor, we have accepted settlements in the past coupled with a letter to PECO notifying them of their obligation to the joint use agreement. The Company has agreed to our 1991 MOU, yet they evade their obligation.

11-22-22 Labor Minutes

Off Record Discussion

Union: We will continue holding this pending.

PENDING UNION AT LABOR ON NOVEMBER 22, 2022.

2. #011-06-008-22 Colleen Viola -Violation of Letter on page 49:

Union: Jeff you took a pending on this on October 4, 2022. What were you able to find out?

Off Record Discussion

Company: I am willing without P&P to offer 30 minutes pay at the rate in which the situation occurred.

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

SETTLED AT LABOR ON NOVEMBER 22, 2022.

3. #011-06-014-22 Jennifer Thomas - Bargaining Unit Work Performed out of State:

Union: This grievance pertains to a Verizon employee out of Livingston, NJ assigning two tickets PAD203JZKN and PAD203JZL1 to 2 techs out of the Coatesville PA work center on September 26, 2022. How does this happen?

Off Record Discussion

Company: I am going to have to dig into this a bit more and we are going to take a pending on this

PENDING COMPANY AT LABOR ON NOVEMBER 22, 2022.

4. #011-06-015-22 Jaime Schools - Violation of Article 40:

Union: Jeff, this grievance pertains to a Verizon employee from Silver Spring MD. Assigning a job PA11778291885 to technician LQ@ on September 27, 2022. It seems this employee Karen Cooperman is a 'real time' support person who can assign tickets, is that accurate?

Company: The 1st step minutes show that yes.

Union: How did the job get to her in Maryland?

Company: I believe it was a phone call into her center.

Union: Is this happening a lot, where Maryland is getting access to Pennsylvania work?

11-22-22 Labor Minutes

Company: No.

Union: So, this is not design or some new edict where Rusty Carpenter is having Pennsylvania work poached by other states due to our strong Contract language?

Company: No.

Union: Because it sure seems since our July 2022 CBA extension this is happening more and more. You are saying there is no edict from Company to do exactly what we see happening here?

Company: No edict.

Off Record Discussion

Company: Again, without P&P I will offer 30 minutes of pay at the pay rate established when this occurred.

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

SETTLED AT LABOR ON NOVEMBER 22, 2022.

5. #011-06-017-22 Jennifer Thomas - Violation of Article 40

Union: Jeff, it looks like Verizon Management has decided to move the mapping of Delaware technicians from the Philadelphia DRC to the Wilmington DRC. Prior to October 17, 2022, the Philadelphia DRC was performing this work. Can you tell me why?

Company: It is my understanding that the department wanted to align that function so Delaware MA's are assigning Delaware techs.

Union: Does this have anything to do with any EISP or reduction in force?

Company: No, I have been told they wanted to do this for a while.

Union: Was there anything that the Philadelphia DRC did wrong?

Company: I have no knowledge of that.

Union: I do remember Director Rusty Carpenter notifying me that he was moving work functions around between Delaware and Pennsylvania, has the work been evened out or in other words had work that has been lost from here gained from somewhere else?

Company: I have no knowledge of that either.

Off Record Discussion

11-22-22 Labor Minutes

Union: Does the Company have any issue with the way this work was performed by the Philadelphia DRC or any formal edict to reduce the workforce?

Company: No issues or edicts.

Union: Our position is that there is a deliberate attack on the Philadelphia MA's out of Local 13000. To settle this grievance, bring back recently transferred work and give it to the Philadelphia MA's who have been performing it.

Company: It is within Managements right to move work around for efficiency. Also, the mapping of Delaware techs was done by Delaware MA's prior to having Philly doing it. Grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 2,8,17,38, 40 and the letter on page 59.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 22, 2022.

6. #021-01-009-22 Larry Windstein - Violation of Letter on page 59:

Union: Jeff, we have this grievance which pertains to the Company loaning out techs in the absence of real need. The dates are August 31, 2022, we had 2 techs loaned in and 1 loaned out. September 1, 2022, we had 3 loaned out and 2 loaned in. On September 3, 2022, we had 3 loaned out and 2 loaned in. On September 7, 2022, we had 2 loaned out and 1 loaned in and on September 8, 2022, we had 1 loaned out and 2 loaned in. In all we had 16 techs loaned out and displaced to unfamiliar areas instead of 6 techs sent directly to where the work is. I ask you is this cost efficient.

Company: I don't know.

Union: These locations were in Malvern, Coatesville, and Conshohocken. We are talking about 3 close work centers with central offices that butt up to each other. This is not like Philadelphia, Harrisburg, or Pittsburgh. Why is this happening?

Company: The Company believes this is best way to service our customers and be cost effective.

Union: Can you tell me if the overtime issues are equalized?

Company: I have not heard of anything regarding overtime equalization.

Union: What about tours?

Company: I am sure there is disparity.

Union: Our position is that we vehemently oppose this. I believe this is the work of Jen Carlin of Capacity Management who has been loaning techs capriciously all year. I have shown how it would be better to do a single loan from point A to B. I believe overtime and tours are not

11-22-22 Labor Minutes

equalized. To settle this grievance, minimize loaning to only being an absolute last resort and loan directly to where the work is.

Company: Although contractually the Company can assign work on any given day during scheduled hours to wherever the needs of the business are, it may be beneficial for someone to speak to the Area Manager about declaring an Article 18 permanent transfer to redirect head count to where the work is. This grievance is denied.

Union: We will close this in disagreement and charge the Company is in violation of Articles 39, 40, Exhibit A3 and the letter on page 59.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 22, 2022.

7. #022-02-006-22 Nick Kihm - Violation of Article 17 / Contract Labor

Union: This grievance is in regard to Contractor's out of the Line Lexington work area cutting into an existing conduit causing a service outage. This is in regard to the Contractor's safety practices. Verizon should be thanking Nick Kihm for bringing this issue up and trying to protect Verizon assets and their customer satisfaction. They hit a 144 fiber and luckily only caused 5 no lights. This could have been much worse, and this practice is substandard, were you able to research this at all?

Company: Yes, the Contractor said it was a workmanship issue that has been addressed.

Off Record Discussion

Union: We find this practice unacceptable, as Union officials we feel we are the best at our craft even though we entered the 2008 Buried Loop Agreement. We request that this Contractor be taken off the available Contractor list to settle this grievance.

Company: The Company has addressed this and sees no CBA violation, nor do we see this causing any layoffs or part timing, the grievance is denied.

Union: We will close this in disagreement and charge the Company is in violation of Article 17 and the 2008 Buried Loop Agreement.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 22, 2022.

8. #022-03-015-22 Tim King - Violation of Exhibit A3

9. #022-03-017-22 Dave Moore - Violation of Exhibit A3

Union: Jeff do you agree to hear these two grievances as one today?

Company: I do.

11-22-22 Labor Minutes

Union: We last heard these to grievances on October 4, 2022, and you held them pending, were you able to find anything else out?

Company: All I found is that this is going to happen from time to time. I was unable to get in touch with John Maloney head of the OOH group.

Union: It seems to me that only vocational people are held accountable in this Company. These members have been unduly harmed by this continued nonchalant attitude the Company has when calling in people to work on their vacation days. To settle this grievance, give these to grievants this Friday off.

Company: They are not entitled to any sort of compensation. There is no contract violation grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Article 8

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 22, 2022.

10. #022-03-022-22 Bill Murphy - Violation of Letter on Page 26

Union: On September 18, 2022, the Lower Providence Police Department called in to Verizon to report a pole hit. The Police officer and a Maintenance Administrator from out of hours (OOH) dispatch determined the pole situation to be safe enough to wait until the next day to send anyone out.

Company: The Police called in and said the pole posed no present danger and the OOH group made the decision not to dispatch.

Union: Is there some sort of protocol for the MAs to follow requiring them to dispatch out on a pole hit?

Company: If a hazardous condition was called in, I assume they have one.

Union: So, the MA accepts the info an untrained person gives at face value?

Company: They make decisions based on the info they have.

Off Record Discussion

Union: Our position is all pole hits can cause some type of hazardous condition, only known to the trained eye. They usually happen late at night with no one who is not trained able to make an accurate assessment. Therefore, we demand that all pole hits should be verified by a trained and experienced Local 13000 member to ensure public safety.

Company: It is the Company's decision to dispatch or not dispatch. The Out of Hours group was told the scene was safe and they made decision to not dispatch at that time, the grievance is denied.

11-22-22 Labor Minutes

Union: We will close this in disagreement and charge the Company with violating the letter on page 26.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 22, 2022.

11. #022-06-007-22 Bill Sanchez - Violation of A3.022

Union: This grievance pertains to an overtime bypass or a missed overtime opportunity on September 18, 2022, for Bill Sanchez a services Technician out of the Norristown work center, were you able to research this?

Company: Yes.

Union: Can you tell me what you found?

Company: I don't see that he was bypassed. He worked 9 hours of overtime on that date.

Union: Did anyone else get overtime in lieu of him?

Company: No.

Union: When was the decision made to call someone in?

Company: I believe it was around 8:30am.

Union: Bill did not get in until 11:30am, was there an issue calling him in at 8:30am?

Company: The callout list had not been updated at that time. By the time it was it was after 8:30am.

Union: So, it was the Company's intention to have him start earlier than 11:30am?

Company: Yes.

Union: Our position is that this is a violation of the letter on page 26. The Company could do a better job with this 'overtime tool' which is not working the way it was presented to us. Pay Bill Sanchez the 3 hours of missed opportunity due to the Company's mismanagement.

Company: Mr. Sanchez had 9 hours of overtime that day and did not lose anything aside from starting the work for which he was called in for a bit late. Grievance is denied.

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

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 22, 2022.

11-22-22 Labor Minutes

12. #022-06-012-22 Meir Mizrachi - Violation of A3.022

Union: This grievance pertains to another missed overtime opportunity at the Norristown location, what do you have on this?

Company: There was no bypass, Bill Sanchez as discussed in last grievance got into work and he was higher on the list than Mr. Mizrachi. As a matter of fact, Demier Dubois was also higher on the list than Mr. Mizrachi.

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

PENDING UNION AT LABOR ON NOVEMBER 22, 2022.

13. #023-01-015-22 Dennis Ackley - Violation of Article 17 / Buried Service Wire

Union: Dennis Ackley Services Tech out of Springfield was dispatched out to replace buried service wire only to find out the Contractor had already replaced it. The job was at 2407 Winfield Court Chadds Ford, Pa. for job DQ0FEH22.

Company: The loop was replaced by Danella, they put 179' of conduit and the temp was placed by a Local 13000 associate.

Union: We will take a pending on this

PENDING UNION AT LABOR ON NOVEMBER 22, 2022.

14. #023-01-017-22 Dennis Ackley - Violation of Article 17 / Buried Service Wire

Union: Again, we had a buried loop replaced at 214 Jacqueline Drive in Upper Chichester Pa. for job DQ0FFWCQ

Company: Prior to Danella arriving a temp loop was placed on the ground. Danella place 50' of conduit and nothing more.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON NOVEMBER 22, 2022.

15. #023-01-018-22 Leah Gindle - Violation of Article 17 / Buried Service Wire

Union: We show a buried loop replaced at 404 Yorktown Dr. Chester Pa. for job N1075171288

Company: This was for a Fios service order and per the 2008 Buried Loop Agreement we can direct bury the drop wire. Danella direct buried it 117'.

Union: We will take a pending on this.

11-22-22 Labor Minutes

PENDING UNION AT LABOR ON NOVEMBER 22, 2022.

16. #023-01-019-22 Leah Gindle - Violation of Article 17 / Buried Service Wire

Union: We show a buried loop being replaced at 4 Moore Circle in Brookhaven Pa. for job DQ0FFBQT

Company: Danella states they placed 227' of conduit and nothing more.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON NOVEMBER 22, 2022.

17. #023-01-022-22 Leah Gindle - Violation of Article 17 / Buried Service Wire

Union: We show a buried loop being replaced at 2010 West 10th St. in Chester Pa. for job DQFK8M5

Company: Danella states they placed 238' feet of conduit and a flowerpot on July 12, 2022, but no the loop.

Off Record Discussion

Union: We will take a pending on this.

PENDING UNION AT LABOR ON NOVEMBER 22, 2022.

18. #023-01-027-22 Dennis Ackley - Violation of Article 17 / Buried Service Wire

Union: We show a buried loop being replaced at 718 Switchman Road in Middletown, Pa. for job PA11756013436

Company: This was a new installation and Danella installed 149' of buried drop wire and bored under two driveways.

Union: We will take a pending on this.

PENDING UNION AT LABOR ON NOVEMBER 22, 2022.

19. #023-01-028-22 Leah Gindle - Violation of Exhibit A9 / Past Practice

Union: Leah Gindle Services Tech was denied the opportunity to take a half day vacation on October 14, 2022. She requested a half day EWD and was denied.

11-22-22 Labor Minutes

Company: She took a half day vacation day. The SNEW day was blocked as is the Company's right to do up to 4 days a month. These blocked SNEW days are generally revealed to employees at the beginning of each year. She was able to take a half day vacation.

Off Record Discussion

Company: It is the Company's position that EWD day cannot be taken in half day increments like they are for vacation or SNEW days.

Union: Our position is based on past practice back to 1998 previous circumstances allowed this. To settle this, grant all future requests.

Company: Grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company with violating A7, A9, A10 and the letter on page 83.

PENDING UNION AT LABOR ON NOVEMBER 22, 2022.

Respectfully Submitted,
Joseph Peruggia Unit 22 President