

AREA LEVEL – JOINT CONFERENCE WITH LABOR
UNITS 11, 15, 21, 22 & 23 GRIEVANCES

DATE: November 30, 2023
TIME: 9:00 A.M.
PLACE: 2124 Race Street, 2nd Floor, Philadelphia, PA

PRESENT FOR THE UNION:

Rich Dezzi - Eastern Region VP
Jaime Schools - Unit 11 President
Chris Wackerman - Unit 15 President
Larry Windstein - Unit 21 President
Joe Peruggia - Unit 22 President
Duke McShane - Unit 23 President.

PRESENT FOR THE COMPANY:

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

AGENDA:

1. #ER-001-23 Violation of 2008 Fios Installation and Repair Work **P.U.**
2. #011-03-010-23 Adisak Detthewandamrong – Violation of Article 40 **CID**
3. #011-03-011-23 Sean Owens – Violation of Article 40 **CID**
4. #011-06-031-23 Dwayne Jett – Violation of Article 40 **CID**
5. #011-06-032-23 Cathleen Meisenzahl – Violation of Article 40 **CID**
6. #011-06-033-23 Iris Rodriguez – Violation of Article 40 **Settled**
7. #011-06-035-23 Jennifer Thomas – Violation of Article 40 **CID**
8. #013-03-032-23 Clinton Handy – Violation of Letter on Page 59 **Skip**
9. #013-03-035-23 Charles Butz – Violation of 2008 Buried Loop Agree **Skip**
#013-03-036-23 Charles Butz - Violation of 2008 Buried Loop Agree **Skip**
#013-03-037-23 Charles Butz - Violation of 2008 Buried Loop Agree **Skip**
10. #015-02-027-23 George Graham – Viol of 2008 Buried Loop Agree **CID**
11. #015-02-029-23 Anthony Truglio – Violation of 2008 Buried Loop Agree **CID**
12. #015-02-030-23 Anthony Truglio – Violation of 2008 Buried Loop Agree **P.C.**
13. #015-02-031-23 Anthony Truglio – Violation of 2008 Buried Loop Agree **P.U.**
14. #015-02-032-23 Dave MacDonald – Violation of 2008 Buried Loop Agree **CID**
15. #015-03-002-23 Matt Higgins – Violation of 2008 Buried Loop Agree **P.C.**
16. #015-06-005-23 Chris Wackerman – Violation of Letter on Page 59 **CID**
17. #021-01-011-23 Brian Engelman – Violation of A3.022 **CID**
#021-01-012-23 Tim Sullivan – Violation of A3.022 **CID**
18. #022-03-010-23 William Wiley – Violation of Letter on Page 59 **Closed**
19. #022-03-023-23 Jen Bentley -Violation of A3 **Closed**
20. #023-01-027-23 Samuel Carter – Violation of Article 17 **CID**
21. #023-01-029-23 Tim Zikul – Violation of Letter on Page 59 **CID**

1. #ER-001-23 Violation of 2008 Fios Installation and Repair Work:

Union: We have discussed this grievance limitedly throughout the year. While I have kept this pending it is my intent that upon looking at the FECO tickets, I want to be able to exhibit certain ones that I believe circumvent the Services Technician title. I believe there are others that are more technical than an FCSA should get involved with and an FNT should be involved in it.

Off Record Discussion

Union: The Union believes that we have some more information to examine in order to formulate our ask and anticipate wrapping this one up at our next meeting.

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2. #011-03-010-23 Adisak Detthewandamrong - Violation of Article 40:

3. #011-03-011-23 Sean Owens - Violation of Article 40:

Union: This grievance pertains to a violation of Article 40, both of these techs were scheduled to work on Sunday October 22, 2023, and sent out of district to West Philadelphia, can you tell us why?

Company: They were sent there for the needs of the business.

Union: Looks like the West Philadelphia admin group was not asked to come in for overtime that day, additionally we have learned that there are 7 people scheduled on Sundays, why not reduce the number of tours?

Company: Quarterly the Company projects tours and how many people are needed to fulfill those tours. It changes from time to time.

Union: Capacity management is the weak link here, they decide how many tours are scheduled, looking at the data from this grievance, there is a justification to reduce Sunday tours by 2 in the Center City district to settle this grievance.

Company: Through Article 40, the Company has a right to assign work to technicians to satisfy the needs of the business.

Grievance is denied.

Union: We will charge that the Company has violated Articles 39, 40, 41 and letter on page 59 and close this in disagreement.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 30, 2023.

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4. #011-06-031-23 Dwayne Jett - Violation of Article 40:

Union: It looks like Andrew Mallory from the Delaware DRC removed work, it was ticket number PADQ0GDEC from a Pennsylvania tech on August 19, 2023, are you aware of this?

Company: Yes.

Union: We feel this is work historically done by Pennsylvania MA's

Company: We see it as a shared work function between the two centers.

Union: Is it accurate to say that there was an EISP offered to Maintenance Administrators recently.

Company: I believe there was.

Union: In light of that fact, why is the Company shifting work out of state?

Company: I don't believe anyone is shifting work out of state, this has been going on for literally decades. The work bounces back and forth between Delaware and Pennsylvania because it is a shared function of the groups.

Off Record Discussion

Union: Our position is it is not a shared responsibility, and it is exclusively Local 13000 work in regard to technicians in Pennsylvania. Pay Mr. Jett 2 hours' overtime to settle this grievance.

Company: The Philadelphia and Delaware OCC has shared this work for many years and the Company does not view it as exclusive to Local 13000, therefore this grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 39 40, 41 and the letter on page 59.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 30, 2023.

5. #011-06-032-23 Cathleen Meisenzahl - Violation of Article 40:

Union: This grievance pertains to a supervisor Charles Bristol assigning a Pennsylvania ticket PADQ203LML1 through SLACK for a Delaware MA Brandi Crandall to complete, are you aware of this?

Company: Yes, I am.

Union: Brandi Crandall completed this job function and is from Delaware, can you confirm that an EISP was offered to Philadelphia MAs recently?

Company: Yes, there was.

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Union: Do you agree that Delaware and Pennsylvania have 2 different CBA's?

Company: They do yes.

Union: Our position is that work that originates in Pennsylvania and is given to Pennsylvania technicians should stay in Pennsylvania and is exclusive to Local 13000 CBA. Pay Cathy 2 hours overtime and cease and desist this practice.

Company: The Company has a right to utilize employees in either location to dispatch techs as they have been doing for a number of years. This is not exclusive to Local 13000, and the grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 39, 40, 41 and letter on page 59.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 30, 2023.

6. #011-06-033-23 Iris Rodriguez - Violation of Article 40:

Union: This work pertains to Local 13000 work being performed by New Jersey employee Stephen Strand. He removed work specifically ticket number PAD303V50X from tech M3F on August 15, 2023. Are you aware?

Off Record Discussion

Company: Without P&P I will pay Iris 30 minutes pay to settle this grievance.

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

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7. #011-06-035-23 Jennifer Thomas - Violation of Article 40:

Union: This grievance pertains to a Delaware MA removing ticket PA11883377720 from Pennsylvania tech LUU on September 1, 2023. Can you tell me why?

Company: It is a shared work function between Philadelphia and Delaware OCC.

Union: Was an EISP recently offered to Philadelphia MA's?

Company: Yes.

Union: It is our belief that Delaware's CBA does not come into play here. It is our position that Pa. dispatch work to Pa. techs is exclusively Local 13000 work, to settle this pay Jenn 2 hours.

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Company: It is the Company's position that this work is not exclusive to either bargaining unit and the grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 2, 8, 17, 39, 40, 41.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 30, 2023.

8. #013-03-032-23 Clinton Handy - Violation of Letter on page 59:

9. #013-03-035-23 Charlie Butz - Violation of 2008 Buried Loop Agreement:

#013-03-036-23 Charlie Butz - Violation of 2008 Buried Loop Agreement:

#013-04-037-23 Charlie Butz - Violation of 2008 Buried Loop Agreement:

Union: We are going to skip these today.

Company: Agreed.

10. #015-02-027-23 George Graham - Violation of 2008 Buried Loop Agreement:

11. #015-02-029-23 Anthony Truglio - Violation of 2008 Buried Loop Agreement:

Union: Jeff, do you agree to hear these together?

Company: I do.

Union: Both of these grievants had a job at 3965 Rowena Street Philadelphia, we heard Mr. Graham's grievance at our last meeting on October 24, 2023, and now we come to learn that Mr. Truglio was also dispatched to same address where contractor direct buried loop, are you aware?

Off Record Discussion

Company: The last time we discussed this, I offered a 30-minute settlement for George Graham.

Off Record Discussion

Union: We are not willing to accept that offer and will close these 2 grievances in disagreement.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 30, 2023.

12. #015-02-030-23 Anthony Truglio - Violation of 2008 Buried Loop Agreement:

Union: This one is for 9366 Jamison Street Philadelphia, for ticket DQ0GCD3J, this same circumstance where contractor direct buried loop.

Company: I cannot find any information on this and will have to take a pending to look further.

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13. #015-02-031-23 Anthony Truglio - Violation of 2008 Buried Loop Agreement:

Union: This grievance is similar in nature to others and occurred at 7522 Roosevelt Blvd. Philadelphia, do you have any information on this?

Company: I show no contractor activity at this location.

Union: We will hold his pending and reach out to the tech to provide more information.

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14. #015-02-032-23 Dave MacDonald - Violation of 2008 Buried Loop Agreement:

Union: Dave MacDonald was dispatched to 3702 Genesee Drive in Philadelphia, where he found that the customer already had an ONT and power supply that appeared to be gotten from a Verizon Wireless store, do you have any information?

Company: I just know that the technician is claiming that the Verizon wireless store on Red Lion gave the customer this equipment, which makes no sense because what could they possibly do with it.

Union: Was there an ONT there already?

Company: The only thing that I can confirm is that Local Manager Joe Snyder went to the Red Lion Verizon Wireless store and found no evidence of them giving any customer an ONT nor did they have any at that location.

Off Record Discussion

Union: How was job closed out?

Company: Narrative says replaced ONT.

Union: These ONT's have serial numbers, did Dave install the old one or get one off his truck?

Company: I have no idea.

Union: Our position is that Dave MacDonald has integrity and takes his responsibilities seriously. We can only go by what the customer told him out there. We believe there was an ONT present, pay Dave 2 hours for his anguish and overall turmoil to settle this grievance.

Company: At this point the Company has zero proof that this customer actually got an ONT on their own. We had local management go to the location of the store and found no evidence that this customer got an ONT on their own. The grievance is denied.

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Union: We will close this in disagreement and charge the Company with violating Article 17 and 2008 Buried Loop Agreement.

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15. #015-03-002-23 Matt Higgins - Violation of 2008 Buried Loop Agreement:

Union: We took a pending on this when we last met on October 24, 2023. At that time, you answered stated Local Manager went to 25 Snyder Ave. and Quentin Todd was told that they did not have ONT's at that location. Do you have any new information on this?

Company: No, I do not only to the fact that Local 13000 members are the only ones that should be handling ONT's in this state.

Off Record Discussion

Union: On this one we do have the serial number of the ONT it is ALCLCCD7DFEA.

Company: I will take a pending on this and try to track down more information.

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16. #015-06-005-23 Chris Wackerman - Violation of Letter on page 59:

Union: The last time we met in October you took a pending on this.

Company: After reviewing this further the Company does not view this as a violation.

Union: Did the Union's allegation of a Splicer doing a service order occur?

Company: The Splicer was out on a "no light" and was the last tech out at location is all that I can say. I cannot say he did an actual activated service order.

Union: Our position is that we see this as uncharted territory and we do not agree to this now or anytime in the future. We have title jurisdiction here in Pennsylvania, which gives clarity to who does what work and the Company has abided by this practice and belief for the entire time I have been employed here, which is 31 plus years. In the 1999 BACCSI arbitration it was agreed that work orders are done by Splicers and Linemen and service orders are done by Services Techs and Systems Techs. We demand that the Company cease and desist this practice and pay Chris Wackerman 2 hours to settle this grievance.

Company: While I admit this is not done very often, the Company does not see a violation as a Splicer can work below title. The Grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company has violated Articles 2,8,39,40,41, and exhibit A3.022.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 30, 2023.

17. #021-01-011-23 Brian Engelman - Violation of A3.022:

#021-01-012-23 Tim Sullivan - Violation of A3.022

Union: These grievances pertain to OPT's calling in a locate and the Company choosing not to cover it on November 10, 2023. The locate ticket was ENJLA743Y1110 at Ardmore and Golf Course roads. Why did this happen?

Off Record Discussion

Company: The Company's belief is that we are not obliged to dispatch anything. The out-of-hours group made a mistake actually and called a different work center to cover this and were told they had the wrong garage.

Union: Is Act 116 and act that says the Company is bound to cover locates?

Company: Yes.

Union: Then how did this happen?

Company: Again, we can dispatch as we see fit, we are not bound to dispatch every single thing.

Union: Was the locate ever done?

Company: I don't know

Union: Our position that pursuant to the letter on page 37 the OOH Maintenance Administrator made the callout under the direction of management, we had techs who got the call and notified the Company of the errant dispatch with the intent to resolve the issue which did not happen. Some on call supervisor in the OOH schnitzel the callout to try and save money. Pay 1 hour of overtime pay to each grievant to settle this grievance.

Company: The Company has no obligation to dispatch out on jobs for a variety of reasons. A mistake was made by the MA in this instance in calling the wrong overtime list. This alleged mistake had no discipline attached to it per the letter you referenced. A decision was made to not dispatch which is our right and the grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 2,8,39,40,41, and exhibit A3.022.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 30, 2023.

18. #022-03-10-23 William Wiley - Violation of letter on Page 59:

Union: Jeff, we heard this on October 24, 2023, and we had conversations with Director Brian Banks on November 15, 2023, that may prove fruitful, we will close this grievance at this step.

CLOSED AT LABOR ON NOVEMBER 30, 2023.

19. #022-03-023-23 Jennifer Bentley - Violation of Exhibit A3:

Union: This grievance pertains to being called for a callout while off on vacation. We have heard several of these grievances from this work location and after meeting with Brian Banks on November 15, 2023, feel he may be helpful going forward to quell any future events like this. We will close this grievance at this step.

CLOSED AT LABOR ON NOVEMBER 30, 2023.

20. #023-01-027-23 Samuel Carter - Violation of Article 17:

Union: This grievance pertains to an overtime bypass; it looks like poles 608 and 609 on Middletown Road were placed by contractor Riggs and Distler. It appears that Verizon did not respond in a timely fashion, can you explain why this happened?

Company: PECO sent out one of their contractors to place the two poles and then we sent out Verizon OPT's to attach the fiber cables, which is exactly what should happen, I do not see a violation.

Off Record Discussion

Union: Our position is the Company has more than enough adequately trained linemen to do this work. Looking at the 1991 MOU, it makes better business practice to use Verizon linemen to set the pole and transfer all facilities including our Fiber in one trip. Pay 4 hours to each OPT affected by this.

Company: PECO contractors placed the two poles and then actually followed the directive we have been talking about for years and did not touch the fiber facilities. Verizon crews then went out and reattached the fiber like the MOU states. We find no violation and the grievance is denied.

Union: We will close this in disagreement.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 30, 2023.

21. #021-01-029-23 Tim Zikul - Violation of Letter on Page 59:

Union: This grievance pertains to tours and the amount scheduled. It looks like there are 10 scheduled Service Techs and 2 were sent out of the district to West Philadelphia on Saturday September 2, 2023. Four others did not come in either because they took vacation or were out

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sick. On this particular Saturday only 4 techs actually worked in the garage that day, showing that the Company does not need to schedule 10 people on tours at this location. Area Manager Deb Cullen has been reluctant to reduce tours since some Service Techs took the OPT job.

Off Record Discussion

Union: Our position is 'proof is in the pudding'. These unrealistic and burdensome tours are not needed at this location. We demand that tours be reduced in the next quarter to settle this grievance.

Company: The Company does its best to project tours and staffing needs when they meet with the Union. They also have an obligation to meet the needs of the business. This is not an exact science and sometimes things change on a weekly basis. The grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Articles 2,8,12,39,40,41, and Exhibit A2.

CLOSED IN DISAGREEMENT AT LABOR ON NOVEMBER 30, 2023.

Respectfully submitted,
Joseph Peruggia Unit 22 President