

**CWA Local 13000
Verizon Labor Relations
December 22, 2022**

Present for the Union:

Gregg Bialek
Dana Bialek
Jason Butkus
Andy Miller
Scott Efferin

Present for the Company:

Bob Kunkle
Brian Potts

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

C – According to the information in the documentation I provided to you on December 20, 2022 via email. Mr. Silvey did make a submission to the COVID team on April 7, 2022 but didn't include any results, the email clearly states at home or rapid lab tests for COVID 19 will be accepted and must have their name and the date of administration. In both cases, the COVID team responded in a timely fashion and had he followed the instructions he received and sent in either an at home test result or rapid test results on the first day of absence, he would have been able to return to work the next day or use ILL time. Any loss of pay is due to not following instructions that were provided to him.

U – Our first issue is with the notification that he could submit a home test, a – as discussed earlier, Sedgwick was not accepting them, b – the email from the company letting him know he can do that was sent to him on April 7 at 2:27pm, 1 hour before the end of his work day so even if he would have submitted it, he never received notification that they would accept the home test.

OFF RECORD DISCUSSION

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

U – I will close this in disagreement, pending union action.

DISPOSITION OF GRIEVANCE

CLOSED IN DISAGREEMENT/PENDING UNION ACTION

031-06-002-2022 Call-out Bypass: Greg Ross – OPT

C – I spoke with Carrie and the company has no interest in settlement, there is no violation, we have no contractual obligation to call State College and as you are aware, we have the right to use contractors.

U – We will close this in disagreement.

DISPOSITION OF GRIEVANCE

CLOSED IN DISAGREEMENT

PENDING GRIEVANCES: November 3, 2022:

044-10-001-2022 Promotion Bypass (603797): Louis Gilliam, Systems Tech, Dahlem (PC)

C – This was a management job for a client executive in the solutions group and not subject to RAMP.

U – We will close this.

**DISPOSITION OF GRIEVANCE
CLOSED**

059-04-001-2022 Denial COVID Leave Extension: Stephan Onesko, OPT, Uniontown (PC)

OFF RECORD DISCUSSION

C – This grievance was resolved on a non-P&P basis to approve the extension as discussed via a phone call and today's discussion is to merely memorialize the discussion.

U – We are accepting and closing the grievance out.

**DISPOSITION OF GRIEVANCE
SETTLED**

059-01-010-2022 COVID Leave: Gregory Walters (PC)

OFF RECORD DISCUSSION

C – I spoke with the department and on a non-P&P basis, we will mend his timesheet to reflect an AP code for a paid approved absence for July 20, 2022.

U – That doesn't affect anything else?

C – No, I already checked that.

U – We will accept your non-P&P offer.

**DISPOSITION OF GRIEVANCE
SETTLED**

NEW GRIEVANCES:

WR-002-2022 Violation Letter Page 103

U – Read from the letter to labor. The company terminated Albert Dami for the MRPLA and they have refused his termination allowance. Why did they deny his termination allowance?

C – The employee is required to participate in the interactive process as part of the MRP. He was sent a letter recently reiterating that it was imperative to contact us by October 6, 2022 to discuss his restrictions. He was also advised in writing with a failure to comply with this request may result in

removal of the employee from payroll with no termination allowance. He failed to respond to company's multiple requests and was terminated without termination allowance. For the record, the company reached out to him on the following dates and received no response from the grievant: August 11, 2021, August 27, 2021, September 2, 2021, September 3, 2021, September 15, 2021, October 8, 2021, December 10, 2021, and those were calls and letters. On March 18, 2022 and September 28, 2022, the company sent the employee an MRP exhaustion letter and the employee was given until October 6, 2022 to contact the company. On October 26, 2022, there was still no contact from the employee and he was terminated without termination allowance. The 2012 MRLOA policy amendment clearly states in Section C Paragraph 5 that "while on a MRLOA, the employee will be expected to comply with requests for information from the company's benefits plan administrator; failure to comply with MetLife's requests will result in the expiration of the MRLOA and the employee will be dropped from the payroll with no termination allowance." It's quite clear from the history that the employee failed to comply with his requirements under the policy and the company took appropriate action according to the policy.

OFF RECORD DISCUSSION

U – I received the email with the letters that the company sent him. Since we have contacted him, he tried calling Kristen Boyd (around November 23, 2022) and she stated it was too late since he was already terminated. We would ask if we can get him to call back in, to have the company settle this and give him the termination allowance.

C – I understand the union's position but I am denying this grievance

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

DISPOSITION OF GRIEVANCE

CLOSED IN DISAGREEMENT/PENDING UNION ACTION

044-01-007-2022 Contractor Doing Bargaining Unit Work: Greg Hindman, Systems Tech, Bellevue

059-01-011-2022 Contractor Doing Bargaining Unit Work: John Wancowicz, Systems Tech, Washington

059-04-002-2022 Contractor Doing Bargaining Unit Work: Mike SanAgustin, Systems Tech, Uniontown

U – Read from the letter to labor. I am going to put these 3 together.

C – OK, that's fine. My understanding is these incidents involve a contractor placing and programming the Canoga Perkins units after they install them in the central office. According to the field, the contractor programmed these units without authority. Jeff Jones reached out to the contractors and advised to seize any programming of these devices and there has not been a reoccurrence since that time. The company position is that the placing of these units by contractors is not a violation of the contract. If the problem persists with the programming, please advise me as soon as possible and I will interface with the field to correct the issue.

U – Per Article 17 (read from contract). This work has never been contracted out before; systems technicians place the Canoga in the garage locations, systems technicians on these same orders have placed the Canogas in the central offices, ran the fiber jumpers, and have done the programming. This

work is core work and should not be done by anyone except our members. And to prove this work was our work, these orders were to upgrade from 4 t-1s that were installed in garage locations and central offices to a 1G circuit. This is for our own LAN and should never have been touched by a contractor.

OFF RECORD DISCUSSION

C – I understand the union’s position and will look into it a little further and we can discuss at the next meeting.

***DISPOSITION OF GRIEVANCE
PENDING COMPANY***

044-02-007-2022 Denied 5G Training: Phillips J Fabina

U – Read from the letter to labor.

C – Although the company appreciates an employee’s zeal in wanting to receive additional training. Training assignments are at the sole discretion of management

OFF RECORD DISCUSSION

U – We will close this.

***DISPOSITION OF GRIEVANCE
CLOSED***

044-09-002-2022 Termination of Employment: Robert J Smith, Assistant Technician

U – Read from the letter to labor. From reading the security report, I want to verify some information; was he terminated for alleged theft of time between July 1, 2021 and December 31, 2021?

OFF RECORD DISCUSSION

C – I bel that is correct but I would have to review the report to confirm.

U – If this was such an egregious act, why did the company have the GPS report pulled on February 20, 2022 but not terminate Robert until August 9, 2022?

OFF RECORD DISCUSSION

C – The company took the time to perform an objective and thorough investigation and at the end of that investigation, he was terminated for cause. You have both the security investigation and the termination letter.

U – I have requested and received a copy of the termination letter, the company’s investigative report, the job description, the GPS report, we requested and received the personnel file but there isn’t a whole lot of information in here (no yearly reviews, just 2 signed work rules). Can you verify there isn’t anything else in his file?

C – I will verify and let you know.

U – We are asking for Robert to be brought back on a last chance agreement

C – I am denying this grievance

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

DISPOSITION OF GRIEVANCE

CLOSED IN DISAGREEMENT/PENDING UNION ACTION

054-03-004-2022 OT Bypass: Jay Cole, Splicing Tech, New Castle

U – Read from the letter to labor.

OFF RECORD DISCUSSION

C – There was no dispatch and therefore no bypass.

U (SE) – This was more about the jobs being closed out and not the overtime bypass. These don't even hit the 1st level boss's desk; they don't even know they are in there.

U – You are correct, there was no callout but these locates were closed out incorrectly, I don't know why any Verizon employee would listen to a customer saying they are not digging deep or we are ok, we aren't around your cables. If they took enough time to call 1call for a locate, there's enough concern they could have hit one of our cables. If these locates are not done and that customer hits our cables, Verizon is on the hook for the cost of repair. The company should not be allowing this to happen.

C – I understand the union's position but the grievance was for an overtime bypass and I see no violation.

U – We will close in disagreement.

DISPOSITION OF GRIEVANCE

CLOSED IN DISAGREEMENT