

**AREA LEVEL – JOINT CONFERENCE WITH LABOR**  
**UNITS 13, 22, 25 & 33 GRIEVANCES**

**DATE:** August 14, 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.  
Charlie Butz - Unit #13 President  
Joe Peruggia - Unit #22 President  
Mike Brown - Unit #25 Vice 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 **PU**
2. #ER-002-23 Violation of Article 2 / Bargaining directly with the emp **Closed**
3. #013-03-030-23 Myles Henderson – Violation of Exhibit A3.022 **PU**
4. #013-03-031-23 Kurt Gegner – Violation of Article 8 / 5G Install **CID**
5. #022-02-005-23 Jeff Colyer – Violation of 2008 Buried Loop Agreement **CID PUA**
6. #022-02-006-23 Mike Jauss – Violation of 2008 Buried Loop Agreement **CID PUA**
7. #022-02-008-23 Jeff Colyer - Violation of 2008 Buried Loop Agreement **CID**
8. #022-02-010-23 Tom Zuk - Violation of 2008 Buried Loop Agreement **CID PUA**
9. #022-03-010-23 William Wiley – Violation of Letter on Page 59 **PU**
10. #022-05-005-23 Jim Hartey – Violation of Article 17 **PU**
11. #022-05-006-23 Jim Hartey – Violation of Article 17 **PU**
12. #025-01-003-23 Orlando Santiago – Violation of Article 17 **CID**
13. #025-02-009-23 Beimar Velez – Violation of 2008 Buried Loop Agreement **Settled**
14. #025-02-010-23 Matt Marion - Violation of 2008 Buried Loop Agreement **Settled**
15. #025-02-011-23 Greg Meyers – Violation of 2008 Buried Loop Agreement **Settled**
16. #025-07-014-23 Dave Metague – Violation of 2008 Buried Loop Agreement **CID PUA**
17. #025-07-015-23 Ryan Hellmuth – Loaned on Undesirable Tours **CID**
18. #025-07-016-23 Rob Hellmuth – Loaned on Undesirable Tours **CID**
19. #025-07-017-23 Nick DiDonato – Loaned on Undesirable Tours **CID**
20. #025-07-018-23 Petrit Morina – Loaned on Undesirable Tours **CID**
21. #025-07-019-23 Petrit Morina – Loaned on Undesirable Tours **CID**
22. #025-07-021-23 Bill Davish – Loaned on Undesirable Tours **CID**
23. #025-07-022-23 Rob Zachowski – Loaned on Undesirable Tours **CID**
24. #025-07-023-23 Petrit Morina – Loaned on Undesirable Tours **CID**
25. #025-07-024-23 Petrit Morina – Loaned on Undesirable Tours **CID**
26. #025-07-025-23 Rob Zachowski – Loaned on Undesirable Tours **CID**
27. #025-07-026-23 Ryan Hellmuth – Loaned on Undesirable Tours **CID**
28. #025-07-027-23 Zach Wychunis – Loaned on Undesirable Tours **CID**
29. #025-07-028-23 Dave Metague – Violation of 2008 Buried Loop Agreement **CID PUA**
30. #033-07-001-23 Monique Fritzing – Violation of A3.091 **PU**

**8-14-23 VZ Labor Minutes**

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

*Off Record Discussion*

Union: We are still in the process of reviewing the spreadsheet you provided and should be done very soon. Has anything changed with the process since we last discussed it?

Company: No.

Union: We will hold this pending Union and discuss it at a future meeting.

**PENDING UNION AT LABOR ON 8/14/2023.**

**2. ER-002-23 Violation of Article 2 / Bargaining directly with employee:**

*Off Record Discussion*

Union: Regarding this grievance, has anything changed with the vacation selection process?

Company: No, we follow the CBA.

Union: We will close this grievance at this level and reserve the right to grieve issue in the future.

**CLOSED AT LABOR ON 8/14/2023.**

**3. #013-03-030-23 Myles Henderson - Violation of Exhibit A3.022:**

Union: We have reviewed this case and our position as conveyed at our June meeting is that Myles had an NS Day on May 1, 2023, and made himself available and was not asked in. The availability list shows him off that day and the Company is saying he was not showing him available in the OT tool is that correct?

Company: Yes.

*Off Record Discussion*

Union: We will hold this pending Union.

**PENDING UNION AT LABOR ON 8/14/2023.**

**4. #013-03-031-23 Kurt Gegner - Violation of Article 8 / 5G Install:**

Union: Jeff, you held this pending at our last meeting, do you have any new information?

Company: I was able to find out that this customer's address was not in the system as a qualified address for Fios service, even though Fios service had been in the house previously.

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Union: Do you agree that qualifying addresses for Fios service is not the job function of a Verizon Services Technician?

Company: Yes.

Union: That being said there is someone or some entity in Verizon that is responsible for that correct?

Company: Yes.

Union: In this case the Services Tech was negatively impacted by engineering's faux pas, and he or she should not be impacted like this, where is the accountability when it comes to management in this? We are held accountable by the Company every single day we come to work.

Company: I understand the Union's position on this, this mishap was certainly not intentional. This mistake was probably made 10 plus years ago. We have no choice but to fix these as they happen, which thankfully is rare. In this case the area was remapped and is now Fios qualified and the issue was rectified.

### *Off Record Discussion*

Union: Our position is that Fios is Verizon's flagship product and any area that is Fios capable should be the first point of sale for Verizon and its customers if the Company's records are accurate. Pay Mr. Gegner 2 hours overtime to settle this grievance.

Company: The address was not qualified originally for Fios service, and the customer was offered 5G in home service. In this case the 5G installation did not happen, this address fell through the cracks it was not intentional and they are now qualified to get Fios. The grievance is denied.

Union: The Company should be marketing Fios not 5G, we will close this in disagreement and charge the Company with violating Article 8.

**CLOSED IN DISAGREEMENT AT LABOR ON 8/14/2023.**

**5. #022-02-006-23 Jeff Colyer - Violation of the 2008 Buried Loop Agreement:**

**6. #022-02-007-23 Mike Jauss - Violation of the 2008 Buried Loop Agreement:**

**8. #022-02-010-23 Tom Zuk - Violation of the 2008 Buried Loop Agreement:**

Union: Jeff, we will hear these 3 grievances together as they pertain to the same issue. The first one we have trouble ticket number DQ0G8BF8, the second we have trouble tickets DQ0G8WT8 and DQ0G952OP and the third grievance we have trouble ticket DQ0GAQY3. On these four tickets can you confirm that the 'Tech See' app was used with the customer?

Company: I cannot verify that.

Union: Can you tell me any reason why the 'Tech See' app is not being used anymore?

## **8-14-23 VZ Labor Minutes**

Company: I was told that approximately 20% of FCSA agents used the app to complete the customers' issues.

Union: We believe it is more than that.

Company: That is the information given to me, the FSC deals with fiber trouble and the EVRC deals with copper issues.

Union: If the FCSA agent is successful in using the 'Tech See' app, and the ticket is closed out via a FECO ticket is there a reason for a truck roll out to the customer?

Company: Yes, if a FECO is done, there is no truck roll.

Union: In these 4 examples of DQ tickets, the Company tried to avoid a truck roll, but they were unsuccessful. For that reason, this proves the Company's attempt to circumvent the Service tech title. These jobs required actual physical work to be done to get the Fios service up and running. This app is not a suitable substitute for an actual live technician engaging the customer and repairing service promptly. To settle these grievances, pay 2 hours overtime to each of the technicians listed.

Company: Part of the FSCA agent's role is to help the customer troubleshoot their issues. Their actual job function is to work with the customer when they can to get them back in service promptly and this grievance is denied.

Union: We will close this in disagreement pending Union action and charge the Company with violating the 2008 Buried Loop agreement as well as Articles 2, 8, and 17.

**CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON 8/14/2023.**

### **7. #022-02-008-23 Jeff Colyer - Loaned on Undesirable Tour:**

Union: Line Lexington Services Tech Jeff Colyer was loaned to Norristown on Sunday July 23, 2023, on an undesirable tour. The tours were negotiated for the quarter and the Company claimed that they needed this Sunday coverage for the workload in the Line Lexington work center only to turn around and loan these people out of their area, what was the reason for the loan?

Company: The workload in Norristown that day was significantly higher than normal, so the needs of the business necessitated loaning people over.

Union: Does the Company have any intention on bringing more people to Norristown?

Company: I know recently that some folks were transferred there voluntarily. I am not sure about what the future plans are.

Union: These tours are designed to support the workload in that specific area. Reduce the tours in the Line Lexington work center to reflect the actual workload to settle this grievance.

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Company: Article 40 gives the Company the ability to loan people in like title to different admin groups to address the needs of the business. This grievance is denied.

Union: We will close this in disagreement and charge the Company has violated Article 40 and the letter on page 59.

**CLOSED IN DISAGREEMENT AT LABOR ON AUGUST 14, 2023.**

**9. #022-03-010-23 Bill Wiley - Violation of the Letter on Page 59**

Union: On May 15, 2023, Splicing Technicians from Philadelphia were loaned into the Norristown admin group without notification. Can you tell me why?

Company: I don't know why, but my position is that the Company is not obligated to notify the Union in this regard.

Union: You don't see a violation of Article 40, what about the letter on page 59?

Company: No, I do not.

*Off Record Discussion*

Union: Under Article 40 the assignment of work is predicated to Lines of Business pursuant to Article 39 when the Company established those LOBs prior to the year 2000. They declared the Norristown Splicers an admin group that is associated with the letter on page 59 which states 'the Company will notify the Union of such loan in advance'. Article 40 and the letter on page 59 are at play here, the equivalent job title was sent to another area which is a loan per the letter, how is this not a violation of those provisions in the contract exactly?

Company: The Company does not feel obligated to notify the Union to the assignment, however I am willing to speak with local Management about this issue.

*Off Record Discussion*

Union: We hold this pending Union.

**PENDING UNION AT LABOR ON AUGUST 14, 2023.**

**10. #022-05-005-23 Jim Harty - Violation of Article 17:**

**11. #022-05-006-23 Jim Harty - Violation of Article 17:**

Union: These will be discussed together it looks like service orders C5FB33185 circuit id. 11kfgs320011 and order number C5FB34395 with circuit id. 11kfgs320285 were completed. In both instances Systems Tech Jim Harty installed a Canoga and then Verizon Business sent out a tech to put in a BEEZE box. Are aware?

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Company: I don't have much information. I am going to need to take a pending on this and confer with this Local Manager and actually find out what this BEEZE box is and such.

### **PENDING COMPANY AT LABOR ON 8/14/2023.**

#### **12. #025-01-003-23 Orlando Santiago - Violation of Article 17:**

Union: This grievance pertains to Contractor's doing bargaining unit work. In this scenario it looks as if there was a scheduled maintenance ticket to replace a defective FUJITSU 9500 shelf in the central office, are you aware of this?

Company: Yes.

#### *Off Record Discussion*

Union: According to our records, did Brian Abrams work with contractor CTDI on this?

Company: Yes, I believe so.

Union: There was an opportunity for the Company to bring in 3 switchmen to do this work, but they decided to bring in only 1 and have CTDI come in, why?

Company: The overtime opportunity was given to Brian Abrams back up to come in and do BAU work.

Union: This was maintenance type of work?

Company: I would say it can be a gray area, shelf was totally out.

Union: Was the FUJI ever up and running?

Company: Yes.

Union: So, the test and turn up already happened and this is definitely maintenance work and exclusively bargaining unit work.

Company: The employee was unsure about completing this task.

Union: If on the job training is needed, our switchmen should be utilized not a contractor. Pay 8 hours to the SET's on the list at Unit 25 President's discretion and cease and desist this practice.

Company: The schedule tech did not feel comfortable doing this task. Local management spoke to engineering, and they sent out CTDI. They did call in a SET on overtime to do BAU work. Grievance is denied.

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

**CLOSED IN DISAGREEMENT AT LABOR ON 8/14/2023.**

**13. #025-02-009-23 Beimar Valez - Violation of 2008 Buried Loop Agreement:**

**14. #025-02-010-23 Matt Marion - Violation of 2008 Buried Loop Agreement:**

**15. #025-02-011-23 Greg Meyers - Violation of 2008 Buried Loop Agreement:**

Union: We have DQOOG5WD4 at 4760 Landfair Place, Bensalem, Pa., DQ005WHW at 1423 Wheatsheaf Lane and DQ00G5RYE at 1446 Gibson Road in Bensalem, Pa. in all of these instances the contractor placed the buried loop, are you aware?

Company: Yes, it seems the contractor overstepped their responsibility.

*Off Record Discussion*

Company: Without P&P, I will pay each grievant 2 hours pay to settle these.

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

**SETTLED AT LABOR ON AUGUST 14, 2023.**

**16. #025-07-014-23 Dave Metague - Violation of the 2008 Buried Loop Agreement:**

**29. #025-07-028-23 Dave Metague - Violation of the 2008 Buried Loop Agreement:**

Union: We have 2 tickets associated with these 2 grievances, DQ0G66FV and DQ0G9Z1M, on these jobs, the customer was instructed by the FSC to perform physical work, we know this because they were unsuccessful and both jobs required the dispatching of a Services Technician. Do you agree?

Company: Yes, a dispatch appears to have happened in these instances.

Union: Do you agree that there was no close out through a FECO ticket?

Company: Yes.

Union: Do you also agree that this was due to a failed attempt by the Company to use the 'Tech See' app with the customer instead of doing a dispatch in the first place?

Company: No, it could have been a number of reasons that required a dispatch.

Union: Is it reasonable to say if the FSC was able to get the customer to perform the work and a FECO ticket was issued there would be no need to send a Services Tech?

Company: Yes, but I cannot say the app was used on these tickets.

Union: The Union feels that the Company is trying to circumvent using a Services Tech when they employ the 'Tech See' app and try to get the customer to fix their own service, do you agree?

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Company: As stated before I am told that these agents only use the app in about 20% of the calls and it is part of their job to try and help the customer with their issues.

Union: We feel that number 20% is bogus, and the Company is doing anything it can to avoid a dispatch, pay 2 hours overtime for each ticket to the grievant to settle this grievance.

Company: As stated before the FSCA agent's primary job function is to help customers with their issues, this grievance is denied.

Union: We will close this in disagreement pending Union action and contend the Company has violated Articles 2, 8, and 17 as well as the 2008 Buried Loop Agreement.

**CLOSED IN DISAGREEMENT PENDING UNION ACTION AT LABOR ON 8/14/2023.**

**17. #025-07-015-23 Ryan Hellmuth - Loaned on Undesirable Tour:**

**18. #025-07-016-23 Rob Hellmuth - Loaned on Undesirable Tour:**

**19. #025-07-017-23 Nick DiDonato - Loaned on Undesirable Tour:**

**20. #025-07-018-23 Petrit Morina - Loaned on Undesirable Tour:**

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**22. #025-07-021-23 Bill Davish- Loaned on Undesirable Tour:**

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**25. #025-07-024-23 Petrit Morina - Loaned on Undesirable Tour:**

**26. #025-07-025-23 Rob Zachowski - Loaned on Undesirable Tour:**

**27. #025-07-026-23 Ryan Hellmuth - Loaned on Undesirable Tour:**

**28. #025-07-027-23 Zach Wychunis - Loaned on Undesirable Tour:**

Union: Jeff, all 12 of these grievances pertain to the loaning out of technicians on an undesirable tour out of the Hatboro work center. The first two involve Saturday May 20, 2023, one was loaned to Doylestown and the other to Norristown, can you tell me why?

Company: Workload and the needs of the business.

Union: Looking at the sheet from Capacity Management there was no one loaned into Hatboro. What it tells me is that other areas were not that busy and there just was not enough work in Hatboro. My opinion is that the workload does not justify the tours, don't you agree?

Company: What I can say is that workloads fluctuate constantly.

Union: In the next couple of grievances, Petrit Morina and Nick DiDonato were scheduled on June 3, 2023. and loaned into Norristown and then a tech from Norristown was loaned into Pottstown, can you tell me why?

Company: My understanding is there was a high workload in Pottstown and Capacity Management decided to move from Hatboro to Norristown and then send Alex Johnson from Norristown to Pottstown.



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Union: This tells me yet again that there is not enough work in Hatboro to justify the tours there. You cannot just use up techs and put them on the schedule and then figure out where to send them on the weekend. We have 3 people displaced here on this day; why not just send the Hatboro tech directly to Pottstown.

Company: The management team thought this way was more appropriate.

Union: These loans are absolutely not necessary and are in absence of real need and a clear violation of the letter on page 59, for the grievances filed by Davish and Zachowski, on July 15, 2023 they were again sent to Norristown, and others were sent there from other areas, yet again another example of Hatboro tours being over used and not enough work to justify them and an additional example of Norristown needing more help.

Company: The Company ran the entire overtime list that day and not enough people said yes, so they sent resources from Hatboro.

Union: Again, on July 16, 2023, a Sunday Petrit Morina was sent to the Main Line admin group to work and again an illustration that Hatboro is too heavy with the tours as compared to the workload. Why did this happen?

Company: Main Line had an abundance of work, overtime list ran and still they did not have enough people to cover the work, hence them sending a Hatboro tech.

Union: On July 8, 2023, Petrit Morina and Rob Zachowski were scheduled on an undesirable tour for Hatboro and sent out of area, one to the Main Line and the other to Norristown. Once again multiple techs loaned out and another example of how off the workload is to the number of tours the Company is piling on the Hatboro Services Techs.

Company: This was due to the needs of the business. The overtime list was once again used and there were not enough takers, so the loans were necessary.

Union: The next one is for Sunday July 9, 2023, where Ryan Hellmuth was sent to Main Line, why?

Company: Once again the overtime list was ran and there were no takers. This necessitated the need to loan.

Union: Finally, Zach Wychunis was sent on an undesirable tour to Norristown from Hatboro, we understand the Company has the right to loan but in many of these instances it was done without real need. I have given you example after example of instances of where the tours levied at the techs in Hatboro have no justification. The Company needs to right size its work force to be more in line with workload reality. To settle these grievances, lower the tours for Services Techs in Hatboro, it will make for a more productive and happier employee which is what the Company should always strive for, are you willing to consider this?

Company: No, not at this time.

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Union: The purpose of all of these grievances was to illustrate to the Company that there is simply not enough work to justify the number of tours these Hatboro techs are pulling. Are there any intentions to lower 4<sup>th</sup> quarter tours?

Company: I am not sure what Ricky Ueberroth has planned.

Union: Are you willing to settle these grievances today and lower tours?

Company: Article 40 gives the Company the ability to loan people to where the work is and this grievance is denied.

Union: We will close this in disagreement and charge the Company with violating Article 2, 8, 12, 29, 40, and the letter on page 59.

**CLOSED IN DISAGREEMENT AT LABOR ON 8/14/2023.**

**30. #033-07-001-23 Monique Fritzingler - Violation of A3.091:**

Union: This grievance pertains to the Company denial of fatigue time on March 8, 2023, she apparently worked 16.75 hours in a 24-hour period, do you have any information on this?

Company: According to what I was told she came in on March 7<sup>th</sup> and worked from 8am to 5pm. Then came back in and worked from 10pm until 8am on Monday March 8<sup>th</sup>. She worked 18 hours in a 24-hour period. She got paid 'HO' time for her schedule tour of 8am to 5pm on March 8<sup>th</sup>. She came to work at 10pm on the night of March 8<sup>th</sup> and worked until 6am on March 9<sup>th</sup>. She physically worked 8 hours in a 24-hour period on that day. The Union is claiming that the fatigue time not worked, or 'HO' time should be counted as time worked. It counts towards your weekly build up towards double time, but it does not count as time worked.

Union: On March 8<sup>th</sup> she was paid from 8am to 5pm on 'HO' time and she came in to work at 10pm, is that correct?

Company: Yes.

*Off Record Discussion*

Union: I am going to take a pending on this and get some more information.

**PENDING UNION AT LABOR ON AUGUST 14, 2023.**

Respectfully Submitted,  
Joseph Peruggia, Unit 22 President