

1 Communications Workers of America

2 May 8, 2014

3 Washington Hilton Hotel

4 Columbia Room

5 1919 Connecticut Ave. N.W.

6 Washington, D.C.

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8 Report of the

9 Appeals Committee

10 to the

11 2nd Biennial

12 Presidents' Meeting

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1 APPEARANCES:

2 Larry Cohen, President

3 Debbie Helsley, President CWA Local 3805, Chair

4 of the Credentials Committee

5 Cori Gambini, President CWA Local 1168,

6 Credentials Committee

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8 APPEALS COMMITTEE:

9 Erin Hall, President CWA Local 6316, Chair

10 Tom Benedetto, Executive Vice President,

11 CWA Local 1104

12 Debra Brown, President CWA Local 3706

13 Todd Leyda, President CWA Local 4302

14 Richard Daszkowski, President NABET-CWA Local 59057

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## 1 P R O C E E D I N G S

2 (8:00 a.m.)

3 PRESIDENT COHEN: Good morning.

4 (Chorus of "Good morning.")

5 PRESIDENT COHEN: You'll be glad to know  
6 most of my voice is back so; more than enough.

7 Please rise for the Pledge of Allegiance.

8 (Chorus of "I pledge allegiance to the  
9 flag of the United States of America, and to the  
10 Republic for which it stands, one Nation under God,  
11 indivisible with liberty and justice for all.)12 PRESIDENT COHEN: And remain standing for  
13 a reading from Scripture from Shelena Williams.

14 MS. WILLIAMS: Good morning.

15 (Chorus of "Good morning.")

16 MS. WILLIAMS: I will be reading from  
17 Psalms 100.18 "Make a joyful noise unto the Lord, all ye  
19 lands. Serve the Lord with gladness. Come before  
20 His presence with singing. Know ye that the Lord, he  
21 is God. It is He that hath made us and not we  
22 ourselves. We are his people and the sheep of his

1 pasture. Enter into His gates with thanksgiving and  
2 into his courts with praise. Be thankful unto Him  
3 and bless his name, for the Lord is good. His mercy  
4 is everlasting. And his truth endureth to all  
5 generations.

6 Amen."

7 (Chorus of "Amen.")

8 PRESIDENT COHEN: Thank you.

9 So welcome, everybody. This is our second  
10 Presidents' meeting. The first one, as you know, had  
11 no appeals so we went immediately to an educational  
12 session. This one does. Those appeals are before  
13 you.

14 Pursuant to Article 9, Section 7 of the  
15 CWA Constitution, this local Presidents' meeting has  
16 been called to hear and resolve any pending appeals  
17 of Executive Board decisions issued to date. That is  
18 the only business before this meeting.

19 As you're aware, immediately after the  
20 adjournment of this meeting -- meaning minutes after  
21 -- we will be conducting a discussion about the  
22 challenges and opportunities facing our movement,

1 initially with Mary Kay Henry, the President of SEIU,  
2 and Bob King, the President of the United Auto  
3 Workers. And they will be joined by a panel of three  
4 CWA local presidents, Ken McNamara, Local 1037, Irene  
5 Robles, Local 7019, and Abdur Bilar, Local 3645.

6 So that's what we have in front of us the  
7 next few hours.

8 I'd now like to -- that's right,  
9 everybody, that was a warning: Turn off your cell  
10 phones.

11 I would now like to recognize the National  
12 Executive Board. They're not all sitting up here, so  
13 wherever they are, please stand.

14 Annie Hill, Secretary-Treasurer.

15 (Applause.)

16 PRESIDENT COHEN: One clap. That's great.

17 Brooks Sunkett, Vice President, Public  
18 Workers.

19 (Applause.)

20 PRESIDENT COHEN: Jim Joyce, President,  
21 NABET, CWA.

22 (Applause.)

1                   PRESIDENT COHEN: Bernie Lunzer,  
2   President, TNG CWA.

3                   (Applause.)

4                   PRESIDENT COHEN: Jim Clark, President IUE  
5   CWA.

6                   (Applause.)

7                   PRESIDENT COHEN: Veda Shook, President,  
8   AFA CWA.

9                   (Applause.)

10                  PRESIDENT COHEN: Martin O'Hanlon --  
11   actually he's not here. I'll skip him. But he is  
12   the Director, CWA|SCA Canada.

13                  (Applause.)

14                  PRESIDENT COHEN: Carolyn Wade, Northeast  
15   Region, Executive Board Member At-Large.

16                  (Applause.)

17                  PRESIDENT COHEN: Greg Wynn, Central  
18   Region, Executive Board Member At-Large.

19                  (Applause.)

20                  PRESIDENT COHEN: Madelyn Elder, Western  
21   Region, Executive Board Member At-Large.

22                  (Applause.)

1                   PRESIDENT COHEN: Nestor Soto Lopez,  
2 Southeast Region, Executive Board Member At-Large.

3                   (Applause.)

4                   PRESIDENT COHEN: Dan Wasser, Printing,  
5 Publishing, and Media Worker Sector.

6                   (Applause.)

7                   PRESIDENT COHEN: Chris Shelton, Vice  
8 President, District 1.

9                   (Applause.)

10                  PRESIDENT COHEN: Ed Mooney, Vice  
11 President, District 2-13.

12                  (Applause.)

13                  PRESIDENT COHEN: Judy Dennis, Vice  
14 President, District 3.

15                  (Applause.)

16                  PRESIDENT COHEN: Linda Hinton, Vice  
17 President, District 4.

18                  (Applause.)

19                  PRESIDENT COHEN: Claude Cummings, Vice  
20 President, District 6.

21                  (Applause.)

22                  PRESIDENT COHEN: Mary Taylor, Vice

1 President, District 7.

2 (Applause.)

3 PRESIDENT COHEN: Laura Reynolds, Vice  
4 President, District 9.

5 (Applause.)

6 PRESIDENT COHEN: Bill Bates, Vice  
7 President, Telecom and Technology.

8 (Applause.)

9 PRESIDENT COHEN: Okay.

10 A varied order, I might add. But I think  
11 we got to 21. Did anybody count? Otherwise I left  
12 somebody out. 20 it should have been.

13 Okay. Now I'd like to bring two members  
14 from the Credentials Committee to the platform. Are  
15 they here?

16 (No response.)

17 PRESIDENT COHEN: Okay. Let's go. Two  
18 members from the Credentials Committee to the  
19 platform.

20 As they are coming up, I want to review  
21 the procedure for the use of the mikes. This will be  
22 the abbreviated version of that.



1                   So as you'll notice, the mikes do not have  
2 numbers. So you're going to have to, you know, adapt  
3 a bit. For some reason, we didn't put the numbers  
4 on. But over here is -- No. Here would be the  
5 normal microphone one. That's where you go to make a  
6 motion.

7                   And the telephones associated with the  
8 mike is connected directly to the parliamentarians.  
9 They're sitting there. Let me get to them now.

10                   Richard Rosenblatt.

11                   (Applause.)

12                   PRESIDENT COHEN: -- District 7  
13 Printing, Publishing, and Media Workers Sector  
14 Counsel from Denver, Colorado.

15                   Mary O'Melveny, CWA General Counsel,  
16 Washington, D.C.

17                   (Applause.)

18                   PRESIDENT COHEN: And Pat Shea, CWA  
19 Headquarters Counsel, Washington, D.C.

20                   (Applause.)

21                   PRESIDENT COHEN: Microphone two. So I  
22 assume that would be the two.

1                   Does that say "for" on it? Yeah. Okay.  
2                   That's the "for" mike -- meaning f-o-r. Use that to  
3                   be recognized to speak in favor of a motion before  
4                   the meeting. And again, the motions in this case are  
5                   these appeals.

6                   Microphone three is the "against" mike.  
7                   It's over there. Use it to speak against any motion.

8                   We rotate the mikes under our rules,  
9                   beginning with the motions mike, et cetera.

10                  And then we've combined two mikes right  
11                  there, the privilege and questions mike.

12                  Okay. And then, to help me particularly,  
13                  to make sure we follow procedures and count hands  
14                  correctly, we have Dan Frasier, President of Local  
15                  4322, Dayton, Ohio.

16                  (Applause.)

17                  PRESIDENT COHEN: Here's Dan.

18                  Okay. Now I'll introduce the two members  
19                  of the Credentials Committee. Here they are.

20                  Deborah Helsley, President, CWA Local 3805.

21                  (Applause.)

22                  PRESIDENT COHEN: And Cori Gambini,

1 Executive Vice President, Local 1168.

2 (Applause.)

3 PRESIDENT COHEN: I now recognize the  
4 Credentials Committee for their report.

5 MS. HELSLEY: President Cohen and  
6 delegates to the Second Biennial Presidents' Meeting,  
7 I'm pleased to announce on behalf of the Credentials  
8 Committee that the Committee has registered over 268  
9 delegates. Since our last convention new locals have  
10 been added to our ranks. These locals are 83222,  
11 1075, and 21045. Let us welcome these locals.

12 (Applause.)

13 MS. HELSLEY: We shall be reporting on  
14 credentials in the following categories: Category  
15 one: credentials properly executed and received on  
16 time. Category two: credentials properly executed  
17 but late. Category three: improperly executed. And  
18 category four: unusual circumstances.

19 Category one, there were 268 credentials  
20 properly executed and on time. The Committee moves  
21 that these delegates be seated.

22 There are no category two credentials; no

1 category three credentials; no category four  
2 credentials.

3 Those delegates other than category one  
4 who have not been seated by the action of this  
5 Presidents' meeting may present themselves to the  
6 Committee and obtain their proper badges.

7 The Committee appreciates the assistance  
8 rendered by the Secretary-Treasurer's office.

9 President Cohen and delegates, this  
10 completes the Committee's report at this time.

11 PRESIDENT COHEN: Thank you, Sister.

12 You heard the Committee's report. It's  
13 been moved.

14 Second from the floor?

15 (Chorus of "Second.")

16 PRESIDENT COHEN: All those in favor of  
17 the report please indicate by raising your hand.

18 (Show of hands.)

19 PRESIDENT COHEN: Down hands.

20 Opposed.

21 (Show of hands.)

22 PRESIDENT COHEN: It's accepted.

1 Thank you, Sisters.

2 Will the Appeals Committee please come to  
3 the platform?

4 (Pause.)

5 PRESIDENT COHEN: Okay. Continue with  
6 that one-clap tradition.

7 Erin Hall, President, CWA Local 6316,  
8 Chair.

9 (Applause.)

10 PRESIDENT COHEN: Tom Benedetto, Executive  
11 Vice President, CWA Local 1104.

12 (Applause.)

13 PRESIDENT COHEN: Debra Brown, CWA Local  
14 3706.

15 (Applause.)

16 PRESIDENT COHEN: Todd Leyda, President,  
17 CWA Local 4302.

18 (Applause.)

19 PRESIDENT COHEN: Richard Daszkowski,  
20 President, NABET-CWA Local 59057.

21 (Applause.)

22 PRESIDENT COHEN: And I thank the staff

1 chair, Gail Evans.

2 (Applause.)

3 PRESIDENT COHEN: Not chair. But wherever  
4 she went -- There she is. Hi, Gail.

5 Okay. I recognize the Committee for your  
6 report.

7 Everybody should have that report in front  
8 of them.

9 MS. HALL: The Appeals Committee -- Can  
10 everybody hear me?

11 PRESIDENT COHEN: Is that mike on? Need  
12 that mike on.

13 MS. HALL: Yes, I think so.

14 The Appeals Committee convened May 5th  
15 through May 7, 2014, at the Washington Hilton Hotel  
16 at Washington, D.C. for the purpose of receiving and  
17 disposing of appeals in accordance with the CWA  
18 Constitution and the Internal Appeals Procedures of  
19 the Union, as established by prior Conventions and the  
20 Executive Board.

21 The Committee was available to meet with  
22 interested parties on May 7, 2014, between the hours

1 of 2:00 p.m. through 6:00 p.m. Outside of these  
2 hours, the Committee was available by appointment.  
3 Summaries of all appeals were emailed to all Local  
4 Presidents on Friday, May 1st, 2014. Since that time  
5 two appeals, numbers five and seven, have been  
6 withdrawn.

7 I would like to thank the Committee  
8 members -- myself, Erin Hall, Local 6316, Tom  
9 Benedetto, Executive Vice President, CWA Local 1104,  
10 Debra Brown, President, Local 3706, Todd Leyda, Local  
11 4302, and Richard Daszkowski, NABET Local 59057, and  
12 Gail Evans.

13 MR. BENEDETTO: Appeal number one.

14 CWA Local 1182 Executive Vice President  
15 Showkat Khan and Delegate-at-Large Shajahan Mohammad  
16 have appealed the Executive Board's decision  
17 upholding District 1 Staff Representative Patrick  
18 O'Neil's Report and Recommendation regarding charges  
19 they had filed against numerous former and current  
20 officers of Local 1182. Prosecutor O'Neil did not  
21 find probable cause to pursue any of the charges  
22 largely because the charges were either untimely,

1 lacking in merit, or the practices that led to the  
2 charges had been discontinued.

3           After careful review of all 29 charges  
4 that were filed, we have found that the majority of  
5 the charges were not timely. Vice President Kahn and  
6 Business Agent Mohammad state in their letter to CWA  
7 Secretary-Treasurer Annie Hill that they became aware  
8 of the issues one month after taking office in May  
9 2012. Yet these charges were not filed until  
10 December 2012.

11           The CWA Constitution states in Article XX,  
12 Section 2, Paragraph (b) -- quote:

13           "Charges must be submitted within sixty  
14 (60) days of the time the accuser becomes aware of  
15 the alleged offense."

16           End of quote.

17           As to the charges that Secretary-Treasurer  
18 Plummer, who willfully refused a lawful order of  
19 District 1 Vice President Chris Shelton to open the  
20 books and records of Local 1182 to inspection by duly  
21 elected officers of Local 1182, Plummer followed the  
22 bylaws of Local 1182, which states in Article 20(b)



1 that results of the annual audit shall be made  
2 available at the office of the Local for inspection.

3 Secretary-Treasurer Plummer sent a letter  
4 to Mr. Khan to arrange an appointment to review the  
5 Local's financial statements. Although there have  
6 been ongoing disagreements on what is allowed to take  
7 place at this meeting, the Appeals Committee believes  
8 the Local has lived up to their obligations as  
9 outlined in their bylaws.

10 As to the charge that President Cassar  
11 didn't live up to his obligation of quarterly general  
12 membership meeting since 2012, the Appeals Committee  
13 believes that there were some extenuating  
14 circumstances that prevented this from occurring.

15 President Cassar had taken office in May  
16 2012 when the second of four meetings was to take  
17 place. It is understandable why that didn't take  
18 place. Although there wasn't an acceptable reason  
19 for the cancellation of the September meeting, the  
20 November meeting was cancelled due to the fact it was  
21 to take place right after Hurricane Sandy.

22 It is our understanding that the Local

1 held their January 2013 meeting and is back on course  
2 with their quarterly meetings.

3 After careful review, the Appeals  
4 Committee recommends the Executive Board's decision  
5 in this case be upheld and the appeal of Showkat Khan  
6 and Shahjahan Mohammad be denied.

7 PRESIDENT COHEN: That appeal is before  
8 you. Any speakers at the mikes?

9 (No response.)

10 PRESIDENT COHEN: None?

11 All those in favor of the Committee's  
12 report please indicate by raising your hand.

13 (Show of hands.)

14 PRESIDENT COHEN: Down hands.

15 Opposed.

16 (Show of hands.)

17 PRESIDENT COHEN: It is adopted.

18 MR. LEYDA: Appeal number two.

19 Local 2205 President Jerry Rogers has  
20 appealed the Executive Board's decision in a case  
21 filed on behalf of Audrey Collins, et al. The  
22 Executive Board upheld the decision not to arbitrate

1 the contract interpretation case.

2 The grievants in this case were assigned  
3 to work overtime each day of their normal daily tour.  
4 The assignment of overtime was made two weeks ahead  
5 of the scheduled work days. When the scheduled work  
6 day arrived, the grievants were advised to leave  
7 before their scheduled overtime hours had began or  
8 prior to completing the scheduled overtime.

9 The contract language cited by President  
10 Rogers reads as follows:

11 "Article 25, Section 3.

12 "When the Company changes the starting and  
13 quitting time of a category I, II, III, A or B  
14 employee's previously scheduled tour without giving  
15 notification to the employees of such a change before  
16 5:00 p.m. of the second calendar day preceding the  
17 day on which the change is to be made, the employee  
18 may elect to work the hours of his previously  
19 scheduled normal daily tour or half-tour in addition  
20 to the newly assigned hours."

21 The grievants in this case had their  
22 quitting time changed, but not their starting time.

1 And the Appeals Committee believes, as the Executive  
2 Board points out, that the use of the word "and" in  
3 the first sentence of the quoted contract language is  
4 pivotal to this case.

5           The use of the word "and" in the contract  
6 language would require both -- a change both in the  
7 starting and quitting time to find a violation of the  
8 contract. Therefore a change in just the starting or  
9 just the quitting time would not violate Article 24,  
10 Section 3 of the Collective Bargaining Agreement.

11           After careful review, the Appeals  
12 Committee recommends the Executive Board's decision  
13 in this case be upheld and the appeal of Jerry  
14 Rogers, on behalf of Audrey Collins, et al., be  
15 denied.

16           PRESIDENT COHEN: Thank you.

17           Appeal two is before us.

18           At the against mike, Delegate Rogers.

19           DELEGATE ROGERS: Good morning, President  
20 Cohen and delegates.

21           PRESIDENT COHEN: Good morning.

22           DELEGATE ROGERS: I'm Jerry Rogers,

1 President of Local 2205 out of Newport News,  
2 Virginia.

3           These are consultants. These people have  
4 changed their schedule for two weeks. The company  
5 constantly changes their schedules. They pick their  
6 schedules two weeks in advance. As soon as they've  
7 picked their schedules they have a start and quitting  
8 time. I understand the Committee's understanding of  
9 that.

10           Once they are given these schedules these  
11 people have to work the overtime --All right? -- per  
12 the contract. They can mandate it. These workers  
13 then have to go home -- which I have a lot of single  
14 parents. They have to make new arrangements for day  
15 care for their kids, the kids that are getting off  
16 school buses and everything else. They have to make  
17 a lot of arrangements for these situations.

18           The company at that time does not cancel  
19 their overtime at noon that day or at one o'clock.  
20 What they do is they wait until its five minutes  
21 after their quitting time and say, 'Oh, by the way,  
22 you can clock out; we don't need you for overtime

1 today.'

2                   They used to give an option to where if  
3 you want to stay and work, you can. If you want to  
4 go home, you can go home. They have done away with  
5 that. Okay? These people now are not allowed to  
6 work overtime. So now they're paying for daycare no  
7 matter what. So it's costing them money out of their  
8 pocket.

9                   We're dealing with a contract that hasn't  
10 had the words changed in over 35 years on these  
11 overtime agreements so far as the "and" word that was  
12 used in the "starting and quitting time."

13                   So I understand the situation of this  
14 contract. But I'm doing everything I can for my  
15 membership. And I would ask that you all reverse the  
16 decision of the Committee and send this to an  
17 arbitrator. At least if we do that I can go to my  
18 membership and tell my membership, 'The Union did  
19 everything we could do and we lost it,' if we lose  
20 it. But I don't think we'll lose it.

21                   Thank you.

22                   (Applause.)

1                   PRESIDENT COHEN: No other delegates  
2 wishing to speak, the question is called.

3                   All those in favor of the Committee's  
4 report please indicate by raising your hand.

5                   (Show of hands.)

6                   PRESIDENT COHEN: Down hands.

7                   Opposed.

8                   (Show of hands.)

9                   PRESIDENT COHEN: It will be arbitrated.

10                  (Applause.)

11                  PRESIDENT COHEN: Appeal three. Delegate  
12 Daszkowski.

13                  DELEGATE DASZKOWSKI: CWA Local 3902  
14 President Steve Monk has appealed the CWA Executive  
15 Board's decision to uphold the decision of President  
16 Cohen denying President Monk's complaint against  
17 District 3 Vice President Judy Dennis.

18                  In his letter appealing the Executive  
19 Board's decision, President Monk did not provide any  
20 basis for his appeal.

21                  The original complaint alleged that Vice  
22 President Dennis had violated the CWA Constitution in

1 that -- quote:

2 "Vice President Dennis unilaterally caused  
3 to be signed a Memorandum of Agreement with AT&T that  
4 alters the terms of the BST Agreement in effect from  
5 August 5, 2012, through August 8, 2015."

6 Unquote.

7 The Memorandum of Agreement that is the  
8 subject of this complaint extends the probationary  
9 period for collection representatives covered by the  
10 AT&T Southeast Collective Bargaining Agreement from  
11 six months to nine months.

12 President Monk's appeal to the Executive  
13 Board was focused on three specific grounds.

14 One, President Monk maintains that Article  
15 XVII, Section 3(a) -- now numbered as Section 4(a) in  
16 the current Constitution -- requires the Bargaining  
17 Committee be consulted during negotiations. The  
18 record shows that while not all members of the  
19 Bargaining Committee were consulted prior to the  
20 execution of the MOA, all members were in fact  
21 consulted in the negotiation of the MOA as required  
22 by Article XVII, Section 4(a) of the Constitution.



1                   The Committee met with Vice President  
2 Dennis on May 6, 2014. AT&T contacted Vice President  
3 Dennis and informed her that in light of the six  
4 month probationary period, there would be  
5 terminations of Collections Representatives, and that  
6 the employer believed that, given an additional three  
7 months, the majority of these employees would be  
8 successful.

9                   Vice President Dennis stated that she  
10 advised AT&T that she would poll the affected Local  
11 Presidents before executing the MOA.

12                   Local 3106 President Mike Stovall, the  
13 only member of the 2012 AT&T Southeast Bargaining  
14 Committee with Collection reps, was consulted about  
15 the MOA during this process and approved same during  
16 polling. During this time the MOA was also discussed  
17 with Billy O'Dell, President of Local 3215 and member  
18 of the Bargaining Committee, who also expressed his  
19 support.

20                   The record also indicates that the three  
21 other members of the Bargaining Committee have been  
22 provided with a copy of the signed MOA, and have had

1 discussions with District 3 Administrative Director  
2 Thelma Dunlap in which they have also expressed their  
3 support.

4           Based on the record before them, the  
5 Executive Board upheld President Cohen's decision  
6 that there was no Constitutional violation. The  
7 Board further stated in their decision that even if  
8 there was a technical violation of the Constitution,  
9 President Monk's requested remedy, rescission of the  
10 MOA, is inappropriate under the circumstances. The  
11 Appeals Committee agrees.

12           Two, President Monk also claims that --  
13 quote:

14           "...the Locals in the respective  
15 bargaining unit should vote on an MOA."

16           End quote.

17           The Executive Board found that there is no  
18 requirement either in the Constitution or in the 1989  
19 Executive Board Policy entitled -- quote --  
20 "Statements on Agreements entered into Between  
21 Contracts -- end quote -- that any entity, either the  
22 Bargaining Committee or the affected Locals, actually

1 vote on a proposed MOA. The Board found that all  
2 that is required by both the Constitution and the  
3 1989 Executive Board Policy is consultation.

4 After reviewing the policy and the actual  
5 constitutional language, the Appeals Committee  
6 agrees.

7 The Executive Board also found that the  
8 Policy does not require consultation with all Locals  
9 in the respective bargaining unit when the MOA only  
10 affects Locals that have a particular job title  
11 within their membership. In this case the MOA  
12 affected five Locals that represent the title  
13 Collections Representative.

14 The Appeals Committee agrees with the  
15 Executive Board's finding that consultation with  
16 those Locals did indeed meet the requirement and  
17 intent of the Policy.

18 Three, finally, President Monk argues that  
19 there is -- quote -- "no evidence to support a claim  
20 that jobs have been saved due to the MOA." End  
21 quote.

22 While we find that this claim is not

1 relevant with respect to Mr. Monk's appeal, the Board  
2 found that evidence provided by four of the five  
3 Locals in District 3 that represent Collections  
4 Representatives supports the claim that jobs have, in  
5 fact, been saved as a result of the MOA. When the  
6 Appeals Committee met with Vice President Dennis, she  
7 confirmed to us that jobs had indeed been saved.

8                   The final paragraph of the Board's  
9 decision with respect to this matter states -- quote:

10                   "The Executive Board agrees with President  
11 Monk that a technical violation of the CWA  
12 Constitution may have occurred. Nonetheless,  
13 President Monk's requested remedy, rescission of the  
14 MOA, is inappropriate. Four of the five Locals  
15 representing Collections Representatives agree with  
16 the MOA, and the entire Bargaining Team also agrees.  
17 Moreover, rescission of the MOA could not be  
18 accomplished without serious legal ramifications."

19                   End quote.

20                   The Appeals Committee agrees. Setting  
21 aside the legal ramifications of rescinding the MOA,  
22 since the Bargaining Team as well as four of the five

1 affected Locals support the MOA, rescission would  
2 serve no purpose at this point as a new identical MOA  
3 could simply be immediately re-executed by Vice  
4 President Dennis retroactive to the original  
5 effective date without any further consultation with  
6 the Bargaining Committee and/or affected Locals.

7 For all of the foregoing reasons, the  
8 Appeals Committee, after careful review, recommends  
9 the Executive Board's decision in this case be upheld  
10 and the appeal of Steve Monk be denied.

11 PRESIDENT COHEN: Delegate Monk.

12 DELEGATE MONK: Steve Monk, President,  
13 Local 3902 in Birmingham.

14 I have a question for the Committee,  
15 please.

16 Does the Committee, as it seems to say  
17 here, does the Committee agree that a violation of  
18 our Constitution occurred?

19 DELEGATE DASZKOWSKI: The Committee does  
20 not agree. The Committee supports the Executive  
21 Board's decision that there was no Constitutional  
22 violation.

1 DELEGATE MONK: Thank you.

2 DELEGATE DASZKOWSKI: May have.

3 DELEGATE MONK: Okay.

4 DELEGATE DASZKOWSKI: That's different  
5 than --

6 PRESIDENT COHEN: We don't take questions  
7 from the field like that. Thanks for your  
8 enthusiasm, but we've got to follow our procedure  
9 here.

10 Yeah, Brother, you have a question?

11 DELEGATE BARNHILL: Yeah. Delegate  
12 Barnhill of Local 6012, Tulsa.

13 I was wondering where we would get a copy  
14 of these Executive Board policies. I've heard that  
15 mentioned more than once.

16 PRESIDENT COHEN: We'll get you a copy.  
17 See somebody up here at the end of the meeting.

18 DELEGATE BARNHILL: Thank you.

19 PRESIDENT COHEN: All those in favor of  
20 the Committee's report please indicate by raising  
21 your hand.

22 (Show of hands.)

1           PRESIDENT COHEN:  Down hands.

2           Opposed.

3           (Show of hands.)

4           PRESIDENT COHEN:  It is adopted.

5           Recognize the Committee.

6           MS. BROWN:  Appeal four.  Local 4340

7   President Mike Plezia has appealed the Executive  
8   Board's decision in a case filed on behalf of Linda  
9   Burns, et al.  The Executive Board upheld the  
10  decision of District 4 Vice President Linda Hinton  
11  and President Cohen not to arbitrate this contract  
12  interpretation grievance.

13           The grievance alleges the Company  
14  reassigned work from the U-Verse bargaining unit  
15  National Address Filter Group -- NAFG -- in  
16  Cleveland, Ohio, to a non-bargaining unit National  
17  Helper Ticket Quality Center in  
18  Wichita Falls, Texas, in violation of Contract  
19  Section Appendix A9 and Appendix A10.

20           The Company also failed to meet with the  
21  Union to advise work being contracted out and provide  
22  CWA with an opportunity to suggest how the work could

1 be performed by the bargaining unit employees.

2 The Local sought arbitration in this case.

3 CWA Staff Representative Mike Schulte denied that  
4 request. The Local appealed to District 4 Vice  
5 President Linda Hinton, who consulted with District 4  
6 Counsel and denied the appeal.

7 The applicable provisions of the CBA read  
8 as follows:

- 9 1. While the Company cannot make specific  
10 commitments regarding the contracting out of work, it  
11 is the Company's general policy that traditional  
12 telephone work will not be contracted out if it will  
13 currently and directly cause layoffs or part-timing  
14 employees in the bargaining unit.
- 15 2. On a quarterly basis the Company will meet to  
16 review traditional telephone work identified by the  
17 Union which has been contracted out. The focus of  
18 such reviews shall be to afford the Union an  
19 opportunity to suggest ways in which the Company  
20 could, in the future, use bargaining unit members to  
21 perform the same contracted out work at the same or  
22 lower total cost.



1 CBA, Appendix A10.

2 While the Company's action has not  
3 currently or directly led to any layoffs within the  
4 Midwest, it has led to layoffs in Orlando, Florida.  
5 However, the applicable CBA covers only employees in  
6 the Midwest. In fact, the Local has informed the  
7 Union that the Company has actually hired three new  
8 employees in the affected work group since the  
9 dispute arose.

10 In addition, the language regarding a  
11 quarterly meeting to review traditional telephone  
12 work identified by the union which has been  
13 contracted out does not require advanced notification  
14 to the Union that the work will be contracted out.

15 Therefore the Appeals Committee agrees  
16 that the language in the CBA has not been violated.

17 The Appeals Committee, after careful  
18 review, recommends the Executive Board's decision in  
19 this case be upheld and the appeal of Michael Plezia  
20 on behalf of Linda Burns, et al., be denied.

21 PRESIDENT COHEN: At the against mike,  
22 Delegate Plezia.

1                   DELEGATE PLEZIA: Mike Plezia, President,  
2 Local 4340.

3                   This is kind of a little bit of a history  
4 lesson in this particular grievance. But it has to  
5 do with AT&T raping, pillaging, and plundering our  
6 jobs and taking them away and giving them to  
7 contractors.

8                   Now they are going to try and use  
9 technicalities that, well, they didn't lay off in the  
10 Midwest, but they laid off in the south, District 3.

11                   The bottom line is in fact that we have a  
12 bargained for title to do this work. And this bargained  
13 for title does do this work. And if the Company is  
14 going to turn around and just move things around, we  
15 do have a National AT&T and a National CWA. And  
16 somehow, some way that should be a consideration.

17                   In fact, on the quarterly basis, the  
18 Company will meet to review traditional telephone  
19 work identified by the Union which has been  
20 contracted out. That is a true statement.

21                   I don't think the Company has agreed to  
22 meet with this Committee in probably well over a year

1 or maybe even two. And that is a violation of that  
2 particular appendix within the core contract. And I  
3 do believe that we would be successful in arbitration  
4 with that alone.

5 One thing that does bother me, where we  
6 got the response, the highlighted -- this is before  
7 it went to the Appeals Committee -- the highlighted  
8 language seems to suggest that the Company is not  
9 obligated to inform -- seems to suggest -- that the  
10 Company is not obligated to inform the Union up front  
11 with respect to contracting out our work.

12 Moreover, even if the Union can  
13 demonstrate a violation of the Collective Bargaining  
14 Agreement in this respect, the remedy would most  
15 likely involve an order directing the Company to  
16 refrain from similar behavior in the future. They're  
17 going to do it in the future; they're going to  
18 continue to do it. So that's not a bad remedy.

19 Given the costly nature of arbitration, it  
20 would not be a wise use of the Union's scarce  
21 resources to pursue this matter.

22 I respectfully disagree. And I would like

1 to see this go forward to arbitration. Win, lose, or  
2 draw, we've got to start saving these jobs and we've  
3 got to do something with this large greedy corporate  
4 bastard AT&T.

5 (Applause.)

6 DELEGATE PLEZIA: I respectfully ask for  
7 your support in this appeal.

8 PRESIDENT COHEN: At the question mike,  
9 Delegate Walls.

10 DELEGATE WALLS: Delegate George Walls,  
11 CWA Local 4603, Milwaukee.

12 My question is when we found out about  
13 this, did either the Local or International make a  
14 request for affects bargaining or the transfer of this  
15 work?

16 PRESIDENT COHEN: Committee.

17 MS. BROWN: No. It was nothing in the  
18 files.

19 DELEGATE WALLS: Okay. Thank you.

20 PRESIDENT COHEN: No other speakers on the  
21 question.

22 All those in favor of the Committee's

1 report please indicate by raising your hand.

2 (Show of hands.)

3 PRESIDENT COHEN: Down hands.

4 Opposed.

5 (Show of hands.)

6 PRESIDENT COHEN: It is arbitrated.

7 (Applause.)

8 PRESIDENT COHEN: Appeal Five.

9 DELEGATE DASZKOWSKI: Appeal Number 5.

10 CWA Local 3902 President Steve Monk has  
11 appealed the Executive Board's decision to uphold the  
12 decisions of both President Cohen and District 3 Vice  
13 President Judy Dennis not to arbitrate his contract  
14 interpretation grievance.

15 In his letter appealing the Executive  
16 Board's decision, President Monk did not provide any  
17 basis for his appeal.

18 The grievance which is the subject of this  
19 appeal alleges that the employer has violated the  
20 contract by reassigning individuals from a 37 hour  
21 position to a 40 hour position without paying the  
22 correct amount under the Reassignment Pay Protection

1 Plan. President Monk argues that, due to the  
2 increase in hours worked, this results in a reduction  
3 of the employees' rate of pay in violation of the  
4 agreement.

5 Section 8.03(B) of the Collective  
6 Bargaining Agreement states -- quote:

7 "RPPP (Reassignment Pay Protection Plan).  
8 When an employee is reclassified to a lower rated job  
9 under 7.01C, 12.02F, 24.05D4d or as a result of being  
10 permanently medically restricted the employee's rate  
11 of pay will be reduced over a period of time based on  
12 the employee's length of seniority.

13 "The reductions in pay will be effective  
14 at periods following reassignment as shown in the  
15 following chart and each reduction is based on the  
16 difference in the appropriate rates for the old and  
17 new jobs.

18 "Emphasis added."

19 In this case, the named grievant and  
20 others were surplussed from a Wage Scale 27, 37  
21 hour position to a Wage Scale 12, 40 hour position.  
22 Their weekly rate of pay was not reduced. President

1 Monk claims, however, that since the employees are  
2 being paid the same amount for a longer work week,  
3 there has been a reduction in the hourly rate and,  
4 therefore, the RPPP is not being applied properly.

5           Thus, the issue is whether CWA could  
6 convince an arbitrator that Reassignment Protection  
7 Pay must be calculated on the basis of an hourly rate  
8 and not a weekly rate of pay. The Executive Board  
9 found that there was nothing in the bargaining  
10 history or prior arbitration awards that would allow  
11 the Union to credibly make such an argument.

12           The Board also found that the employer had  
13 apparently and consistently applied this provision in  
14 the contract in the same manner it was applied in  
15 this case.

16           As part of our review of the Board's  
17 decision, we spent a significant amount of time  
18 reviewing contract provisions other than Section  
19 8.03(B), which we found to be relevant. A general  
20 principle applicable to all contract interpretation  
21 cases is that the entire contract must be examined as  
22 a whole, and a single section or provision cannot be

1 interpreted on a stand-alone basis.

2 Article 1, Section 1.01, defines "Basic  
3 Rates, Wages, Pay" as "The rates of pay, exclusive of  
4 all differential or extra payments, as shown in Wage  
5 Scales, Appendix B."

6 Appendix B reflects weekly rates of pay  
7 and progressions at six month intervals. Article II,  
8 Section 2.01(A) also defines Wage Rates for full-time  
9 employees as "The rates of pay and progression wage  
10 scales shown in Appendix B, Part I.

11 The Appeals Committee agrees with Vice  
12 President Dennis and the Executive Board that the  
13 success of the instant case requires that the Union  
14 prove that when the pay protection language refers to  
15 -- quote -- "rates of pay" -- unquote -- it means  
16 hourly rates of pay rather than weekly rates of pay.

17 To do this in view of the many references  
18 to rates of pay which are clearly weekly rates of pay  
19 is troublesome. Section 8.03(B) makes no reference  
20 to hourly rates of pay. Moreover, Section 8.02  
21 refers to Wage Scales which have been defined as  
22 weekly rates of pay since at least 1946.



1                   While we agree that President Monk's  
2 arguments are creative, in light of the entire record  
3 and for the reasons previously stated, we do not  
4 believe that they will be sufficient to persuade an  
5 arbitrator.

6                   For all of the foregoing reasons, the  
7 Appeals Committee, after careful review, recommends  
8 that the Executive Board's decision in this case be  
9 upheld and the appeal of Steve Monk be denied.

10                  PRESIDENT COHEN: At the against mike,  
11 Delegate Monk.

12                  DELEGATE MONK: Steve Monk, Local 3902 in  
13 Birmingham.

14                  With respect to the Committee, I don't  
15 have a creative bone in my body.

16                  (Laughter.)

17                  DELEGATE MONK: I oppose this decision by  
18 the Committee. This is a pay protection issue that  
19 developed from a surplus. I see it as a very simple  
20 question we've got to answer here. Are we hourly  
21 workers or are we salaried?

22                  Management's salaried. We work by the

1 hour.

2           The pay protection provision does say that  
3 when employees reclassify to a lower job, the rate of  
4 pay will be reduced over a period of time. So what  
5 does rate of pay mean?

6           The employees in this case were 37 hour  
7 service reps. They went to 40 hour a week jobs.  
8 They thought their hourly rate would be kept.  
9 Instead they're working two and a half hours a week  
10 more for the same money.

11           I don't see how we can reduce this. How  
12 can we change their hourly rate?

13           But anyway, the language came in the  
14 contract in 1977. To give you the specifics. In the  
15 pre-AT&T world -- that's before 2006 -- most of these  
16 surplus situations happened in an organization unit  
17 in a department, and they stayed there. So if you  
18 were surplussed in a 40 hour job you most likely went  
19 to another lower-rated 40 hour job. Same with the 37  
20 hour job: You were reduced to a 37 hour job.

21           As most of you in this -- or many of you  
22 in this room know, with AT&T now surpluses are

1 exploding. We have them everywhere, and people are  
2 taking jobs all over the place to try to stay on the  
3 payroll. So this language really hasn't been an  
4 issue until AT&T started all this.

5           This issue has never been tested. As the  
6 Committee said, it has not been arbitrated. There  
7 are no precedent-setting grievances. There are no  
8 bargaining notes to support either position. And  
9 there is language throughout the contract that  
10 differentiates between rate of pay and weekly wage  
11 rate. You see both of them mentioned in separate  
12 places.

13           If we arbitrate -- this is important, I  
14 think -- if we arbitrate and win it will mean  
15 thousands of dollars for our members. If we lose,  
16 everything remains exactly as it is now, there is no  
17 harm to come from this.

18           I believe we can win it. And I ask you to  
19 help these folks out.

20           It's not just happening in Birmingham,  
21 Alabama, by the way; it's happening all over the  
22 southeast. It's an issue that we need to resolve.

1 And I ask for your support to uphold my appeal.

2 Thank you.

3 (Applause.)

4 PRESIDENT COHEN: The questions mike.  
5 Delegate Bruno.

6 DELEGATE BRUNO: Judy Bruno, 3406.  
7 When the extensive look at the contract  
8 was done, what were the results of the bargaining  
9 notes from that? Or were they looked at?

10 DELEGATE DASZKOWSKI: There are no  
11 bargaining notes over this particular section.

12 DELEGATE BRUNO: Okay.

13 Can I ask a second question?

14 PRESIDENT COHEN: Yes, you may.

15 DELEGATE BRUNO: Okay. Second question:  
16 When the contract interpretation grievance  
17 was done what was the result of that? I mean what  
18 was the result of the grievance --

19 PRESIDENT COHEN: Excuse me. Somebody  
20 else's sound is carrying on this system. Can we  
21 figure out what's going on?

22 (Pause.)

1                   PRESIDENT COHEN: Who's in charge of the  
2 audio in the room? Yeah. Cut it. Just cut it.  
3 We'll do without the microphone. If that's the best  
4 you can do.

5                   Ask your second question.

6                   DELEGATE BRUNO: Okay. The second  
7 question:

8                   On a contract interpretation it's supposed  
9 to see what the intent of that article was. So I'm  
10 wondering what happened at the grievance level on the  
11 contract interpretation. What was determined,  
12 because to me that would give me enough information  
13 to make a decision.

14                  PRESIDENT COHEN: Thank you, Judy.

15                  DELEGATE DASZKOWSKI: We didn't have that  
16 information.

17                  PRESIDENT COHEN: Is there any other  
18 information?

19                  (Pause.)

20                  PRESIDENT COHEN: Okay.

21                  No other delegate -- Brother, you wish to  
22 speak against? State your name and local.

1                   MR. MYRICK: Chris Myrick, Local 3607,  
2 Greensboro, North Carolina.

3                   The 37 hour as opposed to the 40 hour  
4 work week -- In regards to the 37 hour versus the  
5 40 hour work week, if I make \$800 to work 37 hours,  
6 or \$800 to work 40 hours, I don't see how that I'm  
7 making more money an hour to work 40 hours as opposed  
8 to 37 . So I hope that you guys vote against it and  
9 go to arbitration.

10                   (Applause.)

11                   PRESIDENT COHEN: No other delegates  
12 wishing to speak, appeal five is before you.

13                   All those in favor of the Committee's  
14 report indicate by raising your hand.

15                   (Show of hands.)

16                   PRESIDENT COHEN: Opposed.

17                   (Show of hands.)

18                   PRESIDENT COHEN: It is arbitrated.

19                   Appeal 6.

20                   MS. HALL: Appeal 6.

21                   Joanne Vasquez is appealing the Executive  
22 Board's decision adopting the report and

1 recommendation of the Hearing Officer Ralph Maly and  
2 affirming the appointment of a Temporary  
3 Administrator for Local 6143. In her letter  
4 appealing the Executive Board's decision, Ms. Vasquez  
5 did not provide any basis for her appeal.

6           On June 13, 2013, a request to place CWA  
7 Local 6143 into Temporary Administration was made by  
8 Local 6143 Executive Vice President Judy Peace, Vice  
9 President David Garcia, and Vice President Henry  
10 Stewart. On June 14, 2013, the CWA Executive Board  
11 passed the following motion:

12           Move that (1) Local 6143 be placed under  
13 temporary administration and that Stephanie Collier  
14 be appointed as temporary administrator, effective  
15 immediately; and (2) a hearing be held as soon as  
16 possible to determine the reasons for and the  
17 objections to the appointment of a temporary  
18 administrator from the Local officers.

19           On June 19, 2013, President Cohen wrote to  
20 all officers of Local 6143 notifying them of the  
21 reasons for the Executive Board's action in  
22 appointing a Temporary Administrator. President

1 Cohen also notified the Local 6143 Executive Board  
2 that Vice President Ralph Maly had been appointed as  
3 the Hearing Officer and would conduct an internal  
4 hearing to determine the reasons for and the  
5 objections of the Local officers to the imposition of  
6 the Temporary Administration.

7 The reasons stated by President Cohen for  
8 the imposition of the Temporary Administration in his  
9 letter of June 19, 2013, to all of the former  
10 officers of Local 6143 were as follows. Quote:

11 "The reasons stated by the signatories to  
12 the letter, and the basis upon which the Executive  
13 Board appointed a Temporary Administrator, include:  
14 failure to conduct Local Executive Board meetings as  
15 required by the Local Bylaws, failure to conduct  
16 Finance Committee meetings as required by the Local  
17 Bylaws, failure to comply with requests by the Local  
18 Executive Board members to review financial records,  
19 failure to allow Local Executive Board members to  
20 fulfill their responsibilities under the bylaws,  
21 failure to conduct an audit as required by the  
22 bylaws, and alleged misappropriation.



1            "In addition, at least 18 charges have  
2        been filed with Secretary-Treasurer Hill, by and  
3        against all of the officers of the Local, alleging  
4        misappropriation, failure to comply to membership  
5        action, and failure to comply with the Local Bylaws  
6        and CWA Constitution."

7            Unquote.

8            Vice President Maly presided over seven  
9        days of hearings, heard testimony from 12 witnesses,  
10       and received over 100 exhibits. Vice President Maly  
11       reviewed all exhibits and transcripts of the  
12       testimony received.

13            After review of the documentation provided  
14       to the Appeals Committee, it was apparent that the  
15       Local was dysfunctional. Prior to the imposition of  
16       the Temporary Administration, full Executive Board  
17       meetings with all Executive Board members present had  
18       not been held for several months. There are  
19       questions as to whether grievances were being  
20       properly handled.

21            Upon arrival at the Local, the Temporary  
22       Administrator found grievance files in disarray,

1 documents that should have been in grievance files  
2 missing, misfiled or just scattered around the Local  
3 office. A log of grievances provided by the Company  
4 in July 2013 showed at least 27 grievances that had  
5 been appealed to the top step of the grievance  
6 procedure in 2011 still had not been heard some two  
7 years later. Sixteen of these grievances were  
8 suspensions or terminations.

9           At the time the Temporary Administrator  
10 first reported to the Local, certain Local officers  
11 resisted, filing a motion for a temporary restraining  
12 order, and resisted vacating the premises.

13           When the Temporary Administrator finally  
14 obtained control of the Local offices, files,  
15 including bank statements and other financial  
16 records, were missing. Local computers and other  
17 office equipment were either missing or damaged.  
18 Certain membership meeting minutes and Executive  
19 Board minutes, grievance logs and files could not be  
20 found.

21           The current Temporary Administrator, John  
22 Marshall, met with the Appeals Committee on May 7,

1 2014. Mr. Marshall advised that, while some of the  
2 problems that caused the imposition of the Temporary  
3 Administrator have been resolved, other issues have  
4 not yet been resolved. Trials held on certain of the  
5 charges have been completed, and there is an  
6 additional trial scheduled for June.

7 For these reasons and many more, the  
8 Appeals Committee supports the Executive Board's  
9 decision to adopt the Report and Recommendation of  
10 the Hearing Officer Ralph Maly.

11 After careful review, the Appeals  
12 Committee recommends the Executive Board's decision  
13 in this case to be upheld and the appeal of Joanne  
14 Vasquez be denied.

15 The question mike, Delegate Lanahan.

16 DELEGATE LANAHAN: John Lanahan, Local  
17 2252.

18 The 27 grievances that were -- the list  
19 that was provided by the company that were at the top  
20 step, were those grievances at the district, or were  
21 they still in the Local?

22 MS. HALL: They were still in the Local, I

1 do believe.

2 PRESIDENT COHEN: No other delegate  
3 wishing to be heard?

4 (No response.)

5 PRESIDENT COHEN: All those in favor of  
6 the Committee's report please indicate by raising  
7 your hand.

8 (Show of hands.)

9 PRESIDENT COHEN: Down hands.

10 Opposed.

11 (Show of hands.)

12 PRESIDENT COHEN: It is adopted.

13 I want to thank the Appeals Committee for  
14 their work this week, as always.

15 (Applause.)

16 PRESIDENT COHEN: Thank you, Sisters and  
17 Brothers.

18 (Applause.)

19 PRESIDENT COHEN: At the motions mike, the  
20 Chair recognizes Delegate Meringer.

21 DELEGATE MERINGER: Delegate Meringer of  
22 the 6300, St. Louis. I'd like to make a motion to

1 adjourn.

2 PRESIDENT COHEN: Thank you, Delegate.

3 And before we -- that is not debatable.

4 Before we vote on that motion, let me just  
5 say there is no more business before this meeting.

6 We will, after we vote on that motion, we will take a  
7 break for about five minutes to clear this away and  
8 to move on with this program of how we build this  
9 movement.

10 All those in favor of the motion to  
11 adjourn please indicate by raising your hand.

12 (Show of hands.)

13 PRESIDENT COHEN: Down hands.

14 Opposed.

15 (Show of hands.)

16 PRESIDENT COHEN: We are adjourned. Thank  
17 you for your participation. This is what democracy  
18 looks like.

19 (Whereupon, at 9:52 a.m., the CWA  
20 President's Meeting was adjourned.)

21

22