Communications Workers of America
May 8, 2014
Washington Hilton Hotel
Columbia Room
1919 Connecticut Ave. N.W.
Washington, D.C.

Report of the
Appeals Committee
to the
2nd Biennial
Presidents' Meeting
APPEARANCES:
Larry Cohen, President
Debbie Helsley, President CWA Local 3805, Chair of the Credentials Committee
Cori Gambini, President CWA Local 1168, Credentials Committee

APPEALS COMMITTEE:
Erin Hall, President CWA Local 6316, Chair
Tom Benedetto, Executive Vice President, CWA Local 1104
Debra Brown, President CWA Local 3706
Todd Leyda, President CWA Local 4302
Richard Daszkowski, President NABET-CWA Local 59057
PROCEDINGS

(8:00 a.m.)

PRESIDENT COHEN: Good morning.

(Chorus of "Good morning.")

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

Please rise for the Pledge of Allegiance.

(Chorus of "I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible with liberty and justice for all.")

PRESIDENT COHEN: And remain standing for a reading from Scripture from Shelena Williams.

MS. WILLIAMS: Good morning.

(Chorus of "Good morning.")

MS. WILLIAMS: I will be reading from Psalms 100.

"Make a joyful noise unto the Lord, all ye lands. Serve the Lord with gladness. Come before His presence with singing. Know ye that the Lord, he is God. It is He that hath made us and not we ourselves. We are his people and the sheep of his
pasture. Enter into His gates with thanksgiving and into his courts with praise. Be thankful unto Him and bless his name, for the Lord is good. His mercy is everlasting. And his truth endureth to all generations.

Amen."

(Chorus of "Amen.")

PRESIDENT COHEN: Thank you.

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

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

As you're aware, immediately after the adjournment of this meeting -- meaning minutes after -- we will be conducting a discussion about the challenges and opportunities facing our movement,
initially with Mary Kay Henry, the President of SEIU, and Bob King, the President of the United Auto Workers. And they will be joined by a panel of three CWA local presidents, Ken McNamara, Local 1037, Irene Robles, Local 7019, and Abdur Bilar, Local 3645.

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

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

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

Annie Hill, Secretary-Treasurer.

(Applause.)

PRESIDENT COHEN: One clap. That's great.

Brooks Sunkett, Vice President, Public Workers.

(Applause.)

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

(Applause.)
PRESIDENT COHEN: Bernie Lunzer, President, TNG CWA.

(Applause.)

PRESIDENT COHEN: Jim Clark, President IUE CWA.

(Applause.)

PRESIDENT COHEN: Veda Shook, President, AFA CWA.

(Applause.)

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

(Applause.)

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

(Applause.)

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

(Applause.)

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

(Applause.)
PRESIDENT COHEN: Nestor Soto Lopez, Southeast Region, Executive Board Member At-Large.

(Applause.)


(Applause.)

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

(Applause.)

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

(Applause.)

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

(Applause.)

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

(Applause.)

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

(Applause.)

PRESIDENT COHEN: Mary Taylor, Vice
President, District 7.

(PAUSE.)

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

(PAUSE.)

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

(PAUSE.)

PRESIDENT COHEN: Okay.

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

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

(No response.)

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

As they are coming up, I want to review the procedure for the use of the mikes. This will be the abbreviated version of that.
So as you'll notice, the mikes do not have numbers. So you're going to have to, you know, adapt a bit. For some reason, we didn't put the numbers on. But over here is -- No. Here would be the normal microphone one. That's where you go to make a motion.

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

Richard Rosenblatt.

(Appause.)


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

(Appause.)

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

(Appause.)

PRESIDENT COHEN: Microphone two. So I assume that would be the two.
Does that say "for" on it? Yeah. Okay.

That's the "for" mike -- meaning f-o-r. Use that to be recognized to speak in favor of a motion before the meeting. And again, the motions in this case are these appeals.

Microphone three is the "against" mike.

It's over there. Use it to speak against any motion.

We rotate the mikes under our rules,

beginning with the motions mike, et cetera.

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

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

(Appause.)

PRESIDENT COHEN: Here's Dan.

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

Deborah Helsley, President, CWA Local 3805.

(Appause.)

PRESIDENT COHEN: And Cori Gambini,
Executive Vice President, Local 1168.

(Applause.)

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

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

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

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

There are no category two credentials; no
category three credentials; no category four credentials.

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

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

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

PRESIDENT COHEN: Thank you, Sister. You heard the Committee's report. It's been moved.

Second from the floor?

(Chorus of "Second.")

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

(Show of hands.)

PRESIDENT COHEN: Down hands.

Opposed.

(Show of hands.)

PRESIDENT COHEN: It's accepted.
Thank you, Sisters.

Will the Appeals Committee please come to the platform?

(Pause.)

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

Erin Hall, President, CWA Local 6316, Chair.

(Applause.)

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

(Applause.)

PRESIDENT COHEN: Debra Brown, CWA Local 3706.

(Applause.)

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

(Applause.)

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

(Applause.)

PRESIDENT COHEN: And I thank the staff
chair, Gail Evans.

(Appplause.)

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

Okay. I recognize the Committee for your report.

Everybody should have that report in front of them.

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

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

MS. HALL: Yes, I think so.

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

The Committee was available to meet with interested parties on May 7, 2014, between the hours
of 2:00 p.m. through 6:00 p.m. Outside of these hours, the Committee was available by appointment. Summaries of all appeals were emailed to all Local Presidents on Friday, May 1st, 2014. Since that time two appeals, numbers five and seven, have been withdrawn.

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

MR. BENEDETTO: Appeal number one.

CWA Local 1182 Executive Vice President Showkat Khan and Delegate-at-Large Shajahan Mohammad have appealed the Executive Board's decision upholding District 1 Staff Representative Patrick O'Neil's Report and Recommendation regarding charges they had filed against numerous former and current officers of Local 1182. Prosecutor O'Neil did not find probable cause to pursue any of the charges largely because the charges were either untimely,
lacking in merit, or the practices that led to the charges had been discontinued.

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

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

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

End of quote.

As to the charges that Secretary-Treasurer Plummer, who willfully refused a lawful order of District 1 Vice President Chris Shelton to open the books and records of Local 1182 to inspection by duly elected officers of Local 1182, Plummer followed the bylaws of Local 1182, which states in Article 20(b)
that results of the annual audit shall be made available at the office of the Local for inspection.

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

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

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

It is our understanding that the Local
held their January 2013 meeting and is back on course with their quarterly meetings.

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

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

(No response.)

PRESIDENT COHEN: None?

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

(Show of hands.)

PRESIDENT COHEN: Down hands.

Opposed.

(Show of hands.)

PRESIDENT COHEN: It is adopted.

MR. LEYDA: Appeal number two.

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

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

The contract language cited by President Rogers reads as follows:

"Article 25, Section 3.

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

The grievants in this case had their quitting time changed, but not their starting time.
And the Appeals Committee believes, as the Executive Board points out, that the use of the word "and" in the first sentence of the quoted contract language is pivotal to this case.

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

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

PRESIDENT COHEN: Thank you.

Appeal two is before us.

At the against mike, Delegate Rogers.

DELEGATE ROGERS: Good morning, President Cohen and delegates.

PRESIDENT COHEN: Good morning.

DELEGATE ROGERS: I'm Jerry Rogers,
President of Local 2205 out of Newport News, Virginia.

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

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

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

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

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

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

Thank you.

(Applause.)
PRESIDENT COHEN: No other delegates wishing to speak, the question is called.

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

(Show of hands.)

PRESIDENT COHEN: Down hands.

Opposed.

(Show of hands.)

PRESIDENT COHEN: It will be arbitrated.

(Appause.)

PRESIDENT COHEN: Appeal three. Delegate Daszkowski.

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

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

The original complaint alleged that Vice President Dennis had violated the CWA Constitution in
that -- quote:

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

Unquote.

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

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

One, President Monk maintains that Article XVII, Section 3(a) -- now numbered as Section 4(a) in the current Constitution -- requires the Bargaining Committee be consulted during negotiations. The record shows that while not all members of the Bargaining Committee were consulted prior to the execution of the MOA, all members were in fact consulted in the negotiation of the MOA as required by Article XVII, Section 4(a) of the Constitution.
The Committee met with Vice President Dennis on May 6, 2014. AT&T contacted Vice President Dennis and informed her that in light of the six month probationary period, there would be terminations of Collections Representatives, and that the employer believed that, given an additional three months, the majority of these employees would be successful.

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

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

The record also indicates that the three other members of the Bargaining Committee have been provided with a copy of the signed MOA, and have had
Discussions with District 3 Administrative Director Thelma Dunlap in which they have also expressed their support.

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

Two, President Monk also claims that -- quote:

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

End quote.

The Executive Board found that there is no requirement either in the Constitution or in the 1989 Executive Board Policy entitled -- quote -- "Statements on Agreements entered into Between Contracts -- end quote -- that any entity, either the Bargaining Committee or the affected Locals, actually
vote on a proposed MOA. The Board found that all
that is required by both the Constitution and the
1989 Executive Board Policy is consultation.

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

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

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

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

While we find that this claim is not
relevant with respect to Mr. Monk's appeal, the Board found that evidence provided by four of the five Locals in District 3 that represent Collections Representatives supports the claim that jobs have, in fact, been saved as a result of the MOA. When the Appeals Committee met with Vice President Dennis, she confirmed to us that jobs had indeed been saved.

The final paragraph of the Board's decision with respect to this matter states -- quote: "The Executive Board agrees with President Monk that a technical violation of the CWA Constitution may have occurred. Nonetheless, President Monk's requested remedy, rescission of the MOA, is inappropriate. Four of the five Locals representing Collections Representatives agree with the MOA, and the entire Bargaining Team also agrees. Moreover, rescission of the MOA could not be accomplished without serious legal ramifications."

End quote.

The Appeals Committee agrees. Setting aside the legal ramifications of rescinding the MOA, since the Bargaining Team as well as four of the five
affected Locals support the MOA, rescission would serve no purpose at this point as a new identical MOA could simply be immediately re-executed by Vice President Dennis retroactive to the original effective date without any further consultation with the Bargaining Committee and/or affected Locals. For all of the foregoing reasons, the Appeals Committee, after careful review, recommends the Executive Board's decision in this case be upheld and the appeal of Steve Monk be denied.

PRESIDENT COHEN: Delegate Monk.

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

I have a question for the Committee, please.

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

DELEGATE DASZKOWSKI: The Committee does not agree. The Committee supports the Executive Board's decision that there was no Constitutional violation.
DELEGATE MONK: Thank you.

DELEGATE DASZKOWSKI: May have.

DELEGATE MONK: Okay.

DELEGATE DASZKOWSKI: That's different than --

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

Yeah, Brother, you have a question?

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

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

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

DELEGATE BARNHILL: Thank you.

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

(Show of hands.)
PRESIDENT COHEN: Down hands.
Opposed.
(Show of hands.)
PRESIDENT COHEN: It is adopted.
Recognize the Committee.

MS. BROWN: Appeal four. Local 4340 President Mike Plezia has appealed the Executive Board's decision in a case filed on behalf of Linda Burns, et al. The Executive Board upheld the decision of District 4 Vice President Linda Hinton and President Cohen not to arbitrate this contract interpretation grievance.

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

The Company also failed to meet with the Union to advise work being contracted out and provide CWA with an opportunity to suggest how the work could
be performed by the bargaining unit employees.

The Local sought arbitration in this case.

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

The applicable provisions of the CBA read as follows:

1. While the Company cannot make specific commitments regarding the contracting out of work, it is the Company's general policy that traditional telephone work will not be contracted out if it will currently and directly cause layoffs or part-timing employees in the bargaining unit.

2. On a quarterly basis the Company will meet to review traditional telephone work identified by the Union which has been contracted out. The focus of such reviews shall be to afford the Union an opportunity to suggest ways in which the Company could, in the future, use bargaining unit members to perform the same contracted out work at the same or lower total cost.
While the Company's action has not currently or directly led to any layoffs within the Midwest, it has led to layoffs in Orlando, Florida. However, the applicable CBA covers only employees in the Midwest. In fact, the Local has informed the Union that the Company has actually hired three new employees in the affected work group since the dispute arose.

In addition, the language regarding a quarterly meeting to review traditional telephone work identified by the union which has been contracted out does not require advanced notification to the Union that the work will be contracted out. Therefore the Appeals Committee agrees that the language in the CBA has not been violated.

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

PRESIDENT COHEN: At the against mike, Delegate Plezia.
DELEGATE PLEZIA: Mike Plezia, President, Local 4340.

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

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

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

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

I don't think the Company has agreed to meet with this Committee in probably well over a year
or maybe even two. And that is a violation of that particular appendix within the core contract. And I do believe that we would be successful in arbitration with that alone.

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

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

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

I respectfully disagree. And I would like
to see this go forward to arbitration. Win, lose, or
draw, we've got to start saving these jobs and we've
got to do something with this large greedy corporate
bastard AT&T.

(Applause.)

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

PRESIDENT COHEN: At the question mike,
Delegate Walls.

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

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

PRESIDENT COHEN: Committee.

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

DELEGATE WALLS: Okay. Thank you.

PRESIDENT COHEN: No other speakers on the
question.

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

(Show of hands.)

PRESIDENT COHEN: Down hands.

Opposed.

(Show of hands.)

PRESIDENT COHEN: It is arbitrated.

(Applause.)

PRESIDENT COHEN: Appeal Five.

DELEGATE DASZKOWSKI: Appeal Number 5.

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

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

The grievance which is the subject of this appeal alleges that the employer has violated the contract by reassigning individuals from a 37 hour position to a 40 hour position without paying the correct amount under the Reassignment Pay Protection
Plan. President Monk argues that, due to the increase in hours worked, this results in a reduction of the employees' rate of pay in violation of the agreement.

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

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

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

"Emphasis added."

In this case, the named grievant and others were surplussed from a Wage Scale 27, 37 hour position to a Wage Scale 12, 40 hour position. Their weekly rate of pay was not reduced. President
Monk claims, however, that since the employees are being paid the same amount for a longer work week, there has been a reduction in the hourly rate and, therefore, the RPPP is not being applied properly.

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

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

As part of our review of the Board's decision, we spent a significant amount of time reviewing contract provisions other than Section 8.03(B), which we found to be relevant. A general principle applicable to all contract interpretation cases is that the entire contract must be examined as a whole, and a single section or provision cannot be
interpreted on a stand-alone basis.
Article 1, Section 1.01, defines "Basic Rates, Wages, Pay" as "The rates of pay, exclusive of all differential or extra payments, as shown in Wage Scales, Appendix B."

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

The Appeals Committee agrees with Vice President Dennis and the Executive Board that the success of the instant case requires that the Union prove that when the pay protection language refers to "rates of pay" it means hourly rates of pay rather than weekly rates of pay.

To do this in view of the many references to rates of pay which are clearly weekly rates of pay is troublesome. Section 8.03(B) makes no reference to hourly rates of pay. Moreover, Section 8.02 refers to Wage Scales which have been defined as weekly rates of pay since at least 1946.
While we agree that President Monk's arguments are creative, in light of the entire record and for the reasons previously stated, we do not believe that they will be sufficient to persuade an arbitrator.

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

PRESIDENT COHEN: At the against, Mike.

Delegate Monk.

DELEGATE MONK: Steve Monk, Local 3902 in Birmingham.

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

(Laughter.)

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

Management's salaried. We work by the
The pay protection provision does say that when employees reclassify to a lower job, the rate of pay will be reduced over a period of time. So what does rate of pay mean?

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

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

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

As most of you in this -- or many of you in this room know, with AT&T now surpluses are
exploding. We have them everywhere, and people are
taking jobs all over the place to try to stay on the
payroll. So this language really hasn't been an
issue until AT&T started all this.

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

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

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

It's not just happening in Birmingham,
Alabama, by the way; it's happening all over the
southeast. It's an issue that we need to resolve.
And I ask for your support to uphold my appeal.

Thank you.

(Appause.)

PRESIDENT COHEN: The questions mike.

Delegate Bruno.

DELEGATE BRUNO: Judy Bruno, 3406.

When the extensive look at the contract was done, what were the results of the bargaining notes from that? Or were they looked at?

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

DELEGATE BRUNO: Okay.

Can I ask a second question?

PRESIDENT COHEN: Yes, you may.

DELEGATE BRUNO: Okay. Second question:

When the contract interpretation grievance was done what was the result of that? I mean what was the result of the grievance --

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

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

Ask your second question.

DELEGATE BRUNO: Okay. The second question:

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

PRESIDENT COHEN: Thank you, Judy.

DELEGATE DASZKOWSKI: We didn't have that information.

PRESIDENT COHEN: Is there any other information?

(Pause.)

PRESIDENT COHEN: Okay.

No other delegate -- Brother, you wish to speak against? State your name and local.
The 37 hour as opposed to the 40 hour work week -- In regards to the 37 hour versus the 40 hour work week, if I make $800 to work 37 hours, or $800 to work 40 hours, I don't see how that I'm making more money an hour to work 40 hours as opposed to 37. So I hope that you guys vote against it and go to arbitration.

(Applause.)

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

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

(Show of hands.)

PRESIDENT COHEN: Opposed.

(Show of hands.)

PRESIDENT COHEN: It is arbitrated.

Appeal 6.

MS. HALL: Appeal 6.

Joanne Vasquez is appealing the Executive Board's decision adopting the report and
recommendation of the Hearing Officer Ralph Maly and affirming the appointment of a Temporary Administrator for Local 6143. In her letter appealing the Executive Board's decision, Ms. Vasquez did not provide any basis for her appeal.

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

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

On June 19, 2013, President Cohen wrote to all officers of Local 6143 notifying them of the reasons for the Executive Board's action in appointing a Temporary Administrator. President
Cohen also notified the Local 6143 Executive Board that Vice President Ralph Maly had been appointed as the Hearing Officer and would conduct an internal hearing to determine the reasons for and the objections of the Local officers to the imposition of the Temporary Administration.

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

"The reasons stated by the signatories to the letter, and the basis upon which the Executive Board appointed a Temporary Administrator, include: failure to conduct Local Executive Board meetings as required by the Local Bylaws, failure to conduct Finance Committee meetings as required by the Local Bylaws, failure to comply with requests by the Local Executive Board members to review financial records, failure to allow Local Executive Board members to fulfill their responsibilities under the bylaws, failure to conduct an audit as required by the bylaws, and alleged misappropriation."
"In addition, at least 18 charges have been filed with Secretary-Treasurer Hill, by and against all of the officers of the Local, alleging misappropriation, failure to comply to membership action, and failure to comply with the Local Bylaws and CWA Constitution."

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

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

Upon arrival at the Local, the Temporary Administrator found grievance files in disarray,
documents that should have been in grievance files
missing, misfiled or just scattered around the Local
office. A log of grievances provided by the Company
in July 2013 showed at least 27 grievances that had
been appealed to the top step of the grievance
procedure in 2011 still had not been heard some two
years later. Sixteen of these grievances were
suspensions or terminations.

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

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

The current Temporary Administrator, John
Marshall, met with the Appeals Committee on May 7,
2014. Mr. Marshall advised that, while some of the
problems that caused the imposition of the Temporary
Administrator have been resolved, other issues have
not yet been resolved. Trials held on certain of the
charges have been completed, and there is an
additional trial scheduled for June.

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

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

The question mike, Delegate Lanahan.

DELEGATE LANAHAN: John Lanahan, Local

2252.

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

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

PRESIDENT COHEN: No other delegate wishing to be heard?

(No response.)

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

(Show of hands.)

PRESIDENT COHEN: Down hands.

Opposed.

(Show of hands.)

PRESIDENT COHEN: It is adopted.

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

(Applause.)

PRESIDENT COHEN: Thank you, Sisters and Brothers.

(Applause.)

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

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

PRESIDENT COHEN: Thank you, Delegate.
And before we -- that is not debatable.
Before we vote on that motion, let me just
say there is no more business before this meeting.
We will, after we vote on that motion, we will take a
break for about five minutes to clear this away and
to move on with this program of how we build this
movement.

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

(Show of hands.)
PRESIDENT COHEN: Down hands.

Opposed.

(Show of hands.)
PRESIDENT COHEN: We are adjourned. Thank
you for your participation. This is what democracy
looks like.

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