



The Sentinel

Official quarterly
newsletter of the
Communications
Workers of America
Local 2100

Communications Workers of America
Local 2100
Box F, Chase, MD 21027
June 2008—August 2008

410-335-2100

June Meeting Dates

800-445-0242

Baltimore

410-335-0414 (fax)

June 3, 2008 (Tuesday)

410-335-2796 (info)

Knights of Columbus Hall

mail@cwa2100.org

Frederick Rd.—Catonsville

www.cwa2100.org

Belair

June 4, 2008 (Wednesday)

Officers

Vitali's—Edgewood

1709 Edgewood Rd.

President

Steve Holland

Westminster/Frederick

June 5, 2008 (Thursday)

Ex. Vice President

Mark Balsamo

VFV Post #467

519 Poole Rd.

Sec./Treasurer

Tom Ward

All meetings begin at 7:30 PM

District 1 VP

Milt Lanier

Defense Fund Form

Included in this issue is the Defense Fund Certification Form, which should be completed, **signed** and returned to the Local office. The CWA Members Relief Fund provides direct assistance to members and agency fee payers who are victims of collective bargaining strategies during sanctioned strikes and approved mobilization actions. Currently benefits are payable

beginning with the fifteenth day of a strike. Strikers are required to perform strike duty in order to receive MRF benefits. If you are being paid for vacation for any week of the strike, you are not entitled to MRF benefits for that week. You may return the completed and **signed** form to your Steward or District VP, by mail or faxed to 410-335-0414.

Golf Tournament

Also in this issue is an entry form for the joint golf tournament with Locals 2101, and 2107.

Breakfast and lunch with beverages after golf are provided. Included are prizes for long drive and closest to the pin as well as team prizes. All players receive a 4 play, 3 pay coupon.

District 2 VP

Gary Kelso

District 3 VP

Kevin Miller

District 4 VP

Mike Dean

District 5 VP

Jason Chesney



Golf Tournament

CWA Locals 2100, 2101 and 2107 are holding a charity golf tournament at the
Compass Pointe Golf Club, Located at 9010 Ft. Smallwood Rd in Pasadena, MD

Entry Fee: \$95 per person, \$380 per team

All proceeds from the tournament will go to the ALS Association

Date: 6/13/2008

7:30 AM Check In

8:30 AM Shotgun



Contact Tom Ward

410 335-2100

Entry Form

Player : _____

Phone #: _____

Player 2: _____

Player 3: _____

Player 4: _____



Send to:
CWA Local 2100
P.O. Box F
Chase, MD 21027

Make Checks Payable to: CWA Local 2100

For Directions go to: <http://www.compasspointegolf.com>

The Time is Here

by Steve Holland

I would like to take this opportunity to congratulate all those that are retiring and moving on to the next stage of their lives. Thank you for your service to the community, to this Union, and for always being there when I needed you. I urge all new retirees to join our Local Retirees' Club. Call the Local Office for details.

The bargaining process with Verizon and CWA is tentatively scheduled to begin on Tuesday May 27. This round of negotiations will be the most difficult we have ever experienced. The major issues will be Job Security, Healthcare (active and retired), Wages, Pensions, Work Jurisdiction, and

Union Representation Rights.

This will be my third round of bargaining as Maryland's Representative on the Committee. In the past we have been successful because of the involvement of all our members in the Mobilization process. Remember that good contracts are won in the workplace, not at the bargaining table. As I head to Washington D.C. for this endeavor I ask each and every one of you to actively support and participate in mobilization activities, and if necessary, be on the picket lines when required. If we stick together we will win a fair contract. You have my word and commitment that I will do

everything in my power to make it happen.

Thank you for your support, now and always.

Steve



Let's Partner in Safety

by Kevin Miller & Mark Balsamo

At the Union Hall, we hear this comment from every new management person that graces the BMET area. That comment is usually followed by; "Safety is very important to me and my team", "Nothing is more important than safety" and of course "I care about the technicians". Their definition to a partnership is; they set every thing up, they decide the topics, who are to be in attendance and the duration. The Union is to just stand by and be an observer. The problem comes into play when the proof is in the pudding. These are just more of the same pathetic comments made by the newest Verizon Management person to occupy the chair.

Safety is important to Verizon ONLY if they can use it to discipline a member. Accidents happen, not all of them are technicians with a thought that today might be a really good day to be unsafe and hurt myself or someone else in the vicinity. We have a safety policy and a group of folks that review accidents to see if they should be chargeable or not. Depending on the circumstances, it seems as though you are guilty until you prove yourself innocent. It could never be someone else's fault; it's always the technician. Why would there be a dollar value placed on property damage if the

company determines that a backing accident is worth a 5-day suspension? The company answer, "We're having too many backing accidents". So lets not take any preventative measures, let's start another policy of "Backing to the Cone". Now that you have been covered and it's been demonstrated, this will eliminate our problem.

Let's look at how the rodeos and tailgate meetings are "postponed" when the trouble load goes up. **Not to mention the last associate safety meeting that lasted a whopping 3 minutes.** What a better time to keep people safe, when we are at our busiest? No, we'll just postpone it so we can postpone it again when the trouble load goes up again. How about the First Aid Training? They were trying to get technicians to do a CBT and get certified training even though it doesn't conform to a MOSH recommendation issued earlier this year. It sure didn't take Verizon Management long to break that commitment!! Trying to pinch a penny or concerned about safety? Management didn't have enough time to schedule everyone for the hands-on training. They were trying to get technicians to increase productivity and reschedule what they have already "postponed". Remember – nothing is

more important than safety!

Why don't supervisors have to follow the same safety practices that technicians follow, even though the 2008 Safety Action Plan calls for it? Supervisors use their cell phones while they drive. They do inspections in our work zone without their vests, hardhat, safety glasses, steel toe shoes or 188a. They have been observed not wearing their seatbelts while in a company vehicle. Have you ever seen the second person in a company vehicle back the driver into a space? Ironic how there is a double standard, yet remember, "Safety is important".

Was this article written to ask the technicians to work and act unsafely? Absolutely Not. It was written to encourage our members to challenge what they observe on a regular basis. It was written to put management on notice that we are sick and tired of your double standard and outright lies to this union and its membership. So go right ahead and pass out your non union, foreign made hats for recognition. Unlike you, we believe in safety and are not compromised by the bottom line, which is your budget and your Chinese made hats!!!

On The Line

With the contract ending soon, it's time to look at some things. Verizon has been trying with some success to divide and conquer the work force. There is a division between the copper side people and the FIOS group. Most of it is company driven, but unfortunately, we employees have created some of the separation ourselves. We can't fall or leap into this trap. Now we have the cards to force the company to give us a fair and progressive contract, but we have to be united and stop looking at each other with envy. Paraphrasing John F. Kennedy's inauguration speech, "Ask not what your Union can do for you, ask what you can do for your fellow Union members." Management shows its contempt and disrespect for us on a daily basis. If we are divided, the company has a much easier time imposing unfair, unnecessary and harmful policies. If your work location has both groups, make an effort to acquaint yourself and your crew with the other people. Some folks have taken the first steps toward unity by having some out of hours activities, such as cookouts, watering hole meetings or other functions. Reach out to our friends and members, make them feel welcome and equal, and don't let the company divide us.

During a meet-and-greet with a manager, the Scribbler was once again treated to a litany of the largesse of our benevolent company. We were told that we make good salaries and receive great benefits and we should stop stealing these undeserved charitable contributions from our beloved employer by working harder, smarter and around their stupid self defeating, counter-productive and nonsensical procedures. Well, this old grunt had to mention that I've walked a picket line five times to get these generous "gifts", fighting with a company that didn't really want to give us anything more than the minimum. The Scribbler has worked for C&P, Bell Atlantic and Verizon for five decades, from the '60's to the present, I started under the 1968 "Big Potatoes" contract, which was the

by The Subversive Scribbler

result of a weeklong strike. There were many breakthrough items in that contract and it served as a model for several big contracts between GM and the UAW, the steel industry and the USW among others of the time period. In 1971 I walked a picket line for the first time. It was a two week strike, but this contract brought about huge ramifications, which are still affecting us and other workers to this day. We no longer paid for medical coverage, and received the first ever cost of living adjustment (COLA). This agreement went into effect just before President Nixon's wage and price freeze. There weren't any strikes until 1983, the last year before the AT&T breakup. We received improvement in eye, dental and excused paid time during the three contracts in '74, '77 and '80. In 1983, the company decided in a time of uncertainty for itself, the employees, the government and the public, to force the workers to the streets. The idea was to pay for the breakup with the money saved in salaries. Any adverse publicity or perceptions were ignored by management's desire to shift the expense to the workers. Bell Atlantic's first contract was in 1986, a few months after AT&T was struck and gave their workers a contract that featured generous payouts for voluntary separations from the payroll. This was a double edged sword, as experienced, competent employees left AT&T and many went back to the RBOC's, but AT&T saved large amounts of money, but lost incredible amounts of business and clients. Bell Atlantic reached an agreement without a strike, improving some items, but generally continuing the previous provisions. 1989 saw AT&T agree to a new contract, but Bell Atlantic forced the troops to carry signs for three weeks. The end featured a "signing bonus", making us feel like NFL draft picks. "Screw 'em blue in '92" was our rallying cry for the next deal, a takeoff on the company's "Blue Chip" customer focus. No strike and some more improvements were the result.

1995 was a very tense and divisive

negotiation and CWA used a tactic that surprised BA, working without a contract. This was an extremely risky strategy and caused problems for the company, the members and sadly, the customers. We worked to rule, boycotted overtime and followed company policy to the letter. Then when the company adjusted to these maneuvers, the Union stopped the boycott on OT, work to rule, and other ploys. Just before we were going to stop working, the company blinked, and another good contract was agreed on. In '98 we again used an unexpected strategy and caught BA off guard. Bell Atlantic had bought NYNEX in 1996 and the dust had settled by '98, but an unforeseen result was a larger Union workforce. CWA and IBEW went on strike immediately when the contract expired, shocking an unprepared new Bell Atlantic. A day and a half later, BA caved in and met all our demands in a two year agreement. 2000 was a momentous year. Bell Atlantic bought GTE and unveiled Verizon, which gave the company a nationwide presence. Wanting to make a good impression, the first thing the new company did was to force a strike, apparently taking a page out of AT&T's book and having salary savings pay for the merger. After three weeks of carrying signs, a new contract was signed. That brings us to our current, soon to expire contract, a five year deal signed in 2003 without a strike.

Hopefully, you've saved for a work stoppage. The Members Relief Fund won't equal your salary, but it will keep the wolf from the door. We have a good hand in this round of bargaining as Verizon wants to keep their momentum with FIOS and the gains they have made over the competition.

We have the power as a Union workforce to demand a fair contract, not a begrudging handout from an ungrateful Company that only sees us as a drain on their bottom line.

FMLA and You

There are many things changing in the world of FMLA. Vz is changing the way they administer FMLA so you need to make sure you understand the changes that will be taking affect the beginning of May.

A) When you report your absence(s) you should either be referring it as a NEW request or related to a case number or previous absence date.

B) Once the absence is reported, if it was NEW, ARC will send you a letter stating you are eligible and that you have a deadline date to submit forms. ARC will NO LONGER be including a certification form. Therefore, make sure you HAVE a blank copy of the form at home so you can take with you to the doctor's office. Forms can be gotten off the Vz eweb site for "About you" and follow the worklife tabs or ASK the supervisor for a blank copy.

C) It is YOUR responsibility to fax the form(s) back to ARC and make sure you get a FAX TRANSMITTAL showing the number of pages etc for the transmission as your proof of faxing. We all know ARC looses everything and that's your only proof. If you allow your doctor to fax on your behalf, make sure they note in your chart the date/time the form was faxed for they will need to provide you with that notice on any denial(s) for non receipt of paperwork.

The 1-877-275-8947 Helpline number information is also changing. ARC's CSR's will **no longer** provide you with :

- 1) your hours worked
- 2) your fmla time used
- 3) copies of any correspondence
- 4) copies of blank forms

This information **will be provided by the department supervisor** or the person assigned to FMLA in your department.

Facts you need to know:

FMLA time is NON PAID leave of absence time. The only reason you get paid is there's a contractual agreement between CWA and Vz as to what you are paid for. Sickness time is paid according to your contract agreement for the first seven days of your sickness. After the 7th Calendar day, you will fall into the Short term disability plan and you are required to notify MetLife at 800-638-4228 to open a claim.

Time off the job for physical therapy, X-rays, MRI's, doctor visits is NOT paid under our contracts. You can use FMLA to be excused for the treatment, but you are not entitled to be paid for that time off.

Medical release forms. You do **NOT** have to sign any medical release form of Vz's or MetLife's or FMLA. The only person who needs a medical release is the doctor who holds your medical files. Make sure your OWN doctor has a medical release from you, but there's **no reason for you to sign the FMLA form**, nor the MetLife form for disability or restriction cases.

FMLA subsequent absences:

If you have an absence for which your doctor is authorizing intermittent future absences, make sure the supervisor is reporting the subsequent absence dates as "related" to the original absence date until you get approved and get a case number. Once you have a case number, you refer to that case number. NO MEDICAL is to be shared/given to the supervisor regarding your reason for being out of work. Until you have an approved case number, any subsequent absences, ARC will expect you to send in paperwork for each absence separately. Your doctor, I'm sure, isn't going to fill out 5-10 forms until Vz gets around to reviewing your original paperwork. THEREFORE: For subsequent absences, follow this procedure to cover them.

- 1) report the absence as "related" to the original date of your certification
- 2) write a note to ARC stating: Your absence for X date is related to absence Z date and your doctor authorized you for intermittent absences as listed on the certification form you faxed on ___date. You are faxing this same certification form and ARC should use this form for the X absence date as well. Keep the transmittal copy of the 5 pages (note + 4 page CF) and that should cover the absence time line.
- 3) until you are approved and get a case number to reference, repeat the "related to absence date" and repeat the note for each subsequent absence followed by the repeat of faxing the original certification form.

Most important: Don't guess at things. Call Paula Terveer (CWA Healthcare Benefit Coordinator) at 888-571-7218 for any questions. Once you guess and if you have filed an admin review, if that comes back in a final denial, it's hard to get those fixed. I get frustrated when I can't help you after the fact when I know I could have if you'd contacted me before doing anything. I'm always here to help with getting forms filled out, helping with any denials, etc.

Make sure you are calling MetLife by the 7th calendar day if you continue to be out of work. You can pull the attending providers statement off the Vz eweb so you can take that with you to the doctor's and have that faxed to MetLife ASAP after the claim is initiated. Vz instructs Met to close the claim if there's no medical received by day 3 after the claim is initiated. That doesn't give any time for the doctor to respond and your pay is jeopardized. Make sure your doctor responds timely to MetLife.

