ENT BY:

1 6-93; 10:43;

SOUTHERN BELL-

910163-TL

904 350 3234;# 2/ 3

-- Staffs of Otem 4

Southern Bell Tel. & Tel. Co. FPSC Docket No. 910163-TL Citizen's 1st Set of Interrogatories March 26, 1991

March 26, 1 Item No. 9 Page 1 of 2

REQUEST:

Please identify all grievances which arose out of, or relate to, service problems, subscriber refunds, and the falsification of records. Please identify the parties, including the names and address of attorneys.

RESPONSE:

12

13

15

4

24

The Company does not maintain information of this type other than in individual employee files. Southern Bell, therefore objects to this interrogatory on the basis that it would be unduly burdensome and oppressive to require Southern Bell to search the files of approximately 19,500 present employees plus the files of former employees. In addition, personnel entries are removed after seven years if there have been no subsequent entries related to the same matter.

Subject to this objection Southern Bell has searched those files which it has in Labor Relations offices and made an inquiry of each Network Operations Manager in Florida having Maintenance Center responsibilities as to their knowledge of any occurrences of falsifications of repair services records. The following information has been obtained from these sources. The employee's name has been deleted from all copies except that given to Public Counsel, and a Motion for a Temporary Protective Order regarding the names is being filed contemporaneously with this answer.

#25 Name

Title

Business Address

1.26

Service Technician

No longer with Company

3 See 3G3A furnished in the Production of Documents.

2.29

Service Technician

1824 N. 3rd Street Jacksonville Beach, FL

See 3G3A furnished in the Production of Documents.

DOCUMENT NUMBER-DATE

01765 FEB 158

1-6-93: 10:44: SOUTHERN BELL-904 350 3234;# 3/ 3

Southern Bell Tel. & Tel. Co. FPSC Docket No. 910163-TL Citizen's 1st Set of Interrogatories March 26, 1991 Item No. 9 Page 2 of 2

Name Title Business Address 2 3. Service Technician No longer with Company Grievance processed through arbitration step. Company position sustained. 5 See grievance form and arbitration award furnished with POD. 6 4. Service Technician No longer with Company 7 Grievance processed through arbitration step. Company position sustained. See grievance and arbitration award furnished with POD. ٩ 10 5. Service Technician 980 Pine Tree Dr. Indian Harbor Bch., FL t, 12 See grievance form and special settlement reinstating employee 13 furnished as a part of the POD. 146. Service Technician 1602 N. Cove Blvd. 15 Panama City, FL Grievance processed through 3rd level. 16 19 See 3G3A furnished in the Production of Documents.

Facility Technician 2800 Catherine St. Palatka, FL 19

Grievance settled at informal level. Warning entry changed to 21 counseling.

228. Service Technician No longer with Company

23 See 3G3A furnished as a part of the POD.

SEIVT BY:

249. Service Technician No longer with Company See 3G3A furnished as a part of the POD.

1 7

TAME OF STATE OF STAT	ELVE	ommunic	rd of Griev ations Wo		C IS II WALLEY IT IN	ONS MANAGER SONNEL	Form 3GSA Front IS-87)				
<u> — МДҮ</u>	0.8:1991		uth Advand	A STORES	BIRS.	1 0 0	mar				
W. CHEPORTION TO SEE COMM	UNICATIONS CO.		uth Advertis		UN 24 1991 JUL	1 0 RECO					
	S OF AMERICA		uth Services		THE STATE OF THE S	Grievance Numi	omeo p				
CISOR.	Park Florida		Central Bell		OMMUNICATIONS RKERS OF AMERICA	Taba a series					
		South	ern Bell		ange Park, Florida	To be assigned: CWA State Office					
		1094	pecific Location & 3		align Falk, 1 lollus						
Grievance j	Date 02-26-91	3	Jackso		e. FL						
_	Department		Title Involved # App			Local No.	Local No.				
2	Network	1				3106					
. **Grieving Employee 🥎	Name of Employee or	Work Group				Department					
Or Work Group	Address		;			Network					
meated 4	Job Title-				04-01-68-	- Seriority Date:					
	Service Tec	hnician.	6-11				<u> </u>				
. Union's Statement of What Happened	Terminated for failure to follow company integrity policy.										
					.1 -2 -2 -2 -1	<del></del>	<del></del>				
. Specific Basis of	Article II.	18 and al	l other a	rticie	s that may apply.						
Grievance or Section of Contract Involved											
	meaning of eacht an	Originated	- 11	100	11. 41						
. Date Grievance Filed	03-13-91	Union Rep	.( // )	Elle	ut all		3-25-91				
i. Company's Statement of What Happened	handling (	repair	sed for in reports wi and police	chout	priate donduct rei customer knowledg	ated to hi	s improper iolation				
7. Proposed Disposition-	Sustain Co	mpany pos	ition.								
Second Level	Signed: Company Representa		V- \$ - 5								
8. Accepted Rejected	p.Appealed	<del></del>	Signs Unio	ed: n Represer	sative / 1/11	4/2-	Dette 7// []				
9. True Intent Question Exists	:□Yes □No				stion Exists: [] Yes: [] No	·					
Signed: Union Representative		Date	Sign	ed: peny Repr			Dete				
0. Authorization to	Furnished By:		Received By: Company Represe	entative	11. Union First Requested Mes	ting -					
Inspect Personnel	Union Representative		Oate		Second Level	•	Cate				
Record		ition cust	ained		i						
2. Proposed	Company pos	LCION SUST	ameu.			· · · · · · · · · · · · · · · · · · ·					
Disposition - Third Level											
timed Level	Signed: Company Represent	ative			3.1		- varal: /34/				
13. 🗆 Accepted 💢 Appealed [Applicab	to 4th level (SCB, SB only le to contract interpretation	n)	Sigr Unit	ned: on Repress	ontedve HILLI	2-	Date 7/2/9				
14. Proposed						<del></del>					
Disposition -											
Fourth Level											
	Signed: Comowny Recresent	ative					Oste				
15. C Accepted C Rejected	C Arbersson Requeste	3		į.	Signed: Union Representative		Deste				

SPACE FOR THE CE	Commur		Workers	of Am	en erica and IC II W IS IT)	•	Form 3G3A Front (S-87)		
NAY COMMI	Bel	Isouth Adv Isouth Adv Isouth Sen	ertising a	* 1 TO 12 13	15 1991	Grievence Number			
MUKKEK:		uth Central uthern Bell		WA L	OCAL 3106	To be assigned by CWA State Office			
, Grievance Occurred	Date: 03-5, 6, 7,-91	Specific Local	tion & State cksonvil	lle, Flo	rida				
2	Department NEtwork	*Title Involve	u if Applicable			Local No. 3106			
. **Grieving Employee	Name of Employee or Work Group Add	<b>-</b>				Department Network			
Involved 4	Job Title Service Technician				2-68	Seniority Date 11-12-68			
:. Union's Statement of What Happened	3 Day suspension fo	or railur	e to ro	LIOW COL	ipany integrit				
Specific Basis of     Grievance or Section     of Contract Involved	Article 11, 18 and meaning of each; and the failure			<u> </u>		cable sections, the t	rue intent and		
5. Date Grievance Filed		ated by: Representative	le	luL	Qe IX	<u> </u>	3-2591		
6. Company's Statement of What Happened	Employee was suspended for 3 days for his improper handling of repair reports								
7. Proposed Disposition- Second Level	Reduce suspension	to one ()	l) day a	nd_chan	ge entry accor	dingly.			
	Signed: Corppany Representative		A/10/91						
8. Accepted Rejected	Appealed		Signed: Union Repres	entative .	Showste	Reco .	Dette 4/28/91		
9. True Intent Question Exists:	□Yes □No		<del></del>	vestion Exists	: 🗆 Yes 🗆 No				
Signed: Union Representative		ste	Signed: Company Re	presentative		<u></u>	Date		
6, Authorization to Inspect Personnel Record	Furnished By: Union Representative Date	Received By Company Re Date	r. epresentative		11, Union First Requested Meeting Second Level	•	Date		
2. Proposed Disposition - Third Level	Signed:						-		
	Company Representative						Date		
13.  Accepted Applicable Applicable Rejected Arbitration	to contract interpretation only)		Signed: Union Repre	sentative		1	Oate		
14. Proposed Disposition - Fourth Level									
	Signed. Company Representative					1	Cate		
15. © Accepted - D Rejected	☐ Azbaration Requested			Stored:			C-1-		

HIS SPACE FOR WA STAFF OF 1.5 ISE ONLY.			Comr	Record of munications		-		क <u>(कुल्याम</u> क <u>(कुल्या) व्य</u> र् ^ वेस्ताह व	Form 3G3A Front (5-87)		
C7VR33		<del></del>		Bellsouth Ad							
AND				Bellsouth Ad	•		lishina				
NAL DISPOSITION				Bellsouth Se	_	14 1 40			<del></del>		
			1	South Centra				Grievance Numb	рег		
OOES				Southern Be				To be assigned CWA State Office			
					ation A Chris			OTTA State Office			
1. Grievance Occurred	1	08-24-8	38	Melt	OUTRE,	Flori	.da				
	2	Network			N/A			100al No. 3101			
2. **Grieving Employe Or Work Group	<b>∞</b> 3	"سدد	ovee or Work G	Siroup				Networ	- <b>L</b> -		
Involved	4	Address		<u></u>		NCS	Date	Seniority Date			
	5	Job Title Service	Tech.		•	12-		12-71			
3. Union's Statement	60			r termina	tion			<u> </u>			
of What Happened	9										
4. Specific Basis of	7	Article	e 11, 18	3				-			
Grievance or Section of Contract Involved		meaning of e	ach; and the fa	ilure of the Compa	ny to perform i	ts obligati		plicable sections,	the true intent and		
5. Date Grievance File	ed 8	10-4-	$\mathcal{L}X$ $\square$	Originated by: Union Representative		luc	_ ,	nos 1	10-4-88 Date		
6. Company's	9						itting cross				
Statement of What Happened		put cus	tomers	out of se	rvice,	as we	ell as falsi	TYTHY CI	e reporce		
		Termina	Termination is justified based upon the employee's actions.								
7. Proposed Disposition- Second Level											
Second Level											
		Signed: Company Repr						10/6/88	Date		
8. 🗆 Accepted 🕒 Reje	cted '	Appealed			Signed: Union Represe		rel R. Amos		0-14-88 Date		
9. True Intent Question (	Exists:	☐ Yes ☐ No			True Intent Qu	estion Exis	ts: ☐ Yes ☐ No				
Signed:		*			Signed:			~~.			
Union Representative				Date	Сотралу Вер				Date		
0. Authorization to		Furnished By: Union Represe			yJ. MODI epresentative	.gome	Y1. Union First	00 (			
Inspect Personnel Record		0	06-88		9-06-88		Requested Meeti Second Level	ng - 09-2	27-88 Date		
12. Proposed		"Compar	ıy positi	on sustaine	d"						
Disposition -			•								
Third Level			,								
<del></del>		Signed: Company Representative  All Lac						(N	10hi26 189		
13. Accepted Appe	aled to icable	4th level (SCB, S to contract interp	68 only) retation only]		Signed:						
☐ Rejected ☐ Arbitra	ation A	lequested (Se	e Lines 16 & 17)		Union Represe	entative			Date		
14. Proposed Disposition -											
Fourth Level					·						
		Signed: Company Repr	resentative					· _ · · · ·	Date		
<b>15.</b> C Addepted - C Rees	11493	Ametration Regi	uested			Signed. Union Repr	acuotatus		Date		
					1 5	TOTAL THOUSE	CSCHMINE		Train.		

F-40277 6134 1

In the Matter of the Arbitration Between
SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY
AND
COMMUNICATIONS WORKERS OF AMERICA

# OPINION AND AWARD

Grievance: No. S88037-3101

Richard Scuoteguazzo

Termination

Hearing: Melbourne, Florida

July 20-21, 1989

Representing:

The Company: Gregory D. Artis

The Union: James F. Phillips

Arbitrator: David B. Poythress

Date of Decision: August 8, 1989

Copies to: DaveHower Keith Kochler RayGeisler

F03B27Z

nnnniz

### ISSUE

The issue stipulated by the parties is whether or not Southern Bell Telephone and Telegraph Company (the "Company") had just cause for its action in discharging Richard Scuoteguazzo (the "Grievant").

#### BACKGROUND

In July 1988, John Montgomery, Manager for Installation and Maintenance for the Company in Brevard County, Florida determined that an inordinately high number of "0437" disposition codes were occurring among service technicians working in the Indian Harbor Beach, Satellite Beach, and Melbourne, Florida area. Service technicians are required to complete a "field ticket" at the time they repair various kinds of "troubles" in the telephone system; completion of the field ticket entails the use of several categories of codes which reflect the character of the work performed by the service technician. An "0437" disposition code indicates that corrective action occurred at a "cross-box", an aerial mounted device for distributing/switching dial tone service to retail telephone subscribers.

Mr. Montgomery's inquiry was based upon information that "something funny" was going on in cross-boxes in the south Brevard County area, and consisted initially of a review of various management reports, including field tickets, which reflected the high number of "0437" disposition codes. According to Mr. Montgomery, he would expect to see one or two such codes per working day, whereas he counted some "25 to 30" of them in the three-day period immediately preceding his review.

Mr. Montgomery contacted his assistant manager, Mr. James Smith, and requested that he identify the cross-boxes with respect to which "0437" disposition codes had been recently entered. Mr. Smith's review showed that the disposition codes were not limited to a single cross-box, but were distributed widely throughout the area.

On Monday, July 18, 1988, Messrs. Montgomery and Smith visited three of the cross-boxes located near their office and discovered cut "jumper wires." A cut jumper wire would have the effect of interrupting dial tone service to a subscriber, and would constitute a "trouble" in the system. Mr. Montgomery testified that he examined some of the cuts with a magnifying glass and concluded that they were indeed cuts, rather than separations caused by corrosion or inadvertence. He described

the ends of the jumper wires as resembling an inverted letter "v" with bright, shiny edges, both of which are characteristic of a cut wire.

In the ensuing 48 hours, Messrs. Montgomery and Smith inspected all of the boxes in which a "0437" disposition code had been recently reported, and they discovered that in "90%" of the cases a jumper wire had been cut. At that point, Mr. Montgomery contacted Mr. Floyd Bradley, a security manager for the Company.

On the afternoon of July 21, 1988, Messrs. Montgomery, Smith, and Bradley inspected a cross-box located at 1363 Highway AlA, Satellite Beach (the "AlA cross-box"); their inspection was prompted by an automated system test which showed an "open" condition at that cross-box. Their inspection revealed that all jumper connections were intact, except the one servicing the home of a Mrs. Brannen which had been cut.

They then called the Company dispatcher and arranged for the Grievant to be assigned to clear the "trouble." The three then returned to the maintenance center and reviewed a computerized management system that reflects the current status of "troubles." Data is entered into the system via hand-held "computer access terminals" issued by the Company to service technicians, including the Grievant.

The computer showed that the Grievant had already cleared the trouble at the AlA cross-box, but had entered a disposition code of "0415", indicating that he had repaired a defective aerial cable pair which is a more complex and time-consuming procedure than the work he was actually assigned to perform. The computer also showed that the Grievant had "taken himself off the load" as of 3:39 p.m., indicating that he was no longer available to deal with "troubles" in the system.

Messrs. Montgomery, Smith, and Bradley returned to the AlA cross-box and confirmed that the jumper servicing the Brannen apartment had been repaired. They then proceeded to the apartment and confirmed that service had been restored. At the apartment complex they were approached by a Mrs. Robb, who reported that her telephone had gone dead while she was using it at approximately 3:20 p.m. Mr. Montgomery tested the cables in the "meter room" of the apartment complex and confirmed the absence of a dial tone and the existence of an "open" condition in the line.

The three men then returned to the AlA cross-box, checked the jumper wire servicing the Robb apartment, and found that it

had been cut. The field ticket prepared by the Grievant with respect to his work on the Brannen jumper wires showed that he was working in the AlA cross-box between 2:30 p.m. and 3:30 p.m. on the same day.

Messrs. Montgomery, Smith, and Bradley then proceeded to a nearby construction site where they believed the Grievant might have gone. Mr. Smith's speculation at the time was that the Grievant had taken himself "off the load" in order to devote himself to "cable locate" duties at the construction site. Mr. Smith testified that by the time they arrived at the site, it had been raining for some time, rainwater was standing in the ditches, and the site was deserted.

The group then proceeded to the Grievant's home where, at 4:50 p.m., they observed the Company vehicle assigned to the Grievant parked in front of his home.

Mr. Smith testified that he observed the Grievant exit his home at approximately 6:00 p.m. and move the truck from the street to a neighbor's driveway, which was its normal overnight parking location. Mr. Smith also testified the Grievant was wearing the same clothes that Smith had observed him wearing earlier in the day. Mr. Smith further testified that the Grievant, in response to questions on the following morning concerning his whereabouts, reported that he had encountered a "hard locate" the previous afternoon, referring to the construction site cable location duties.

Mr. Smith, who was the Grievant's immediate supervisor, testified that the Grievant's regular duty hours for the day in question were 9:00 a.m. to 6:00 p.m., and that he did not authorize the Grievant to leave work or to return to his home early that day. The Grievant did, however, submit time reports reflecting 8 hours of work, and received payment therefor from the Company.

On July 22, 1988, Mr. Smith identified a cut jumper wire in a cross-box located at 304 Ramona Street, and he arranged for the Grievant to be assigned to clear that trouble. The Grievant did clear the trouble, but used an "0435" disposition code on his field ticket, indicating a more time-consuming procedure than the work actually assigned to him, which according to Mr. Smith, should have resulted in a "0437" disposition code.

# POSITION OF THE COMPANY

The Company contends that the Grievant was involved in a widespread practice of cutting jumper wires, and that the evidence establishes conclusively that he cut the jumper servicing Mrs. Robb's apartment at the time he was correcting the cut in the jumper servicing Mrs. Brannen's apartment from the AlA cross-box.

On the same day, the Grievant left work before 6:00 p.m., without permission, but claimed credit for and received payment for the period of time when he was not working.

Finally, the Company contends that the Grievant consistently used incorrect disposition codes on his field tickets to reflect more complex and time-consuming procedures than the work which he actually performed; specifically, the Company points to the Grievant's use of the "0415" disposition code with respect to his work in the AlA cross-box on July 21, 1988, and his use of the "0435" disposition code with respect to his work in the Ramona cross-box on July 22, 1988.

While the Grievant has a long history of satisfactory or better than satisfactory performance with the Company, he has engaged in gross misconduct for which termination is the appropriate penalty.

## POSITION OF THE UNION

The Union's position with respect to cut jumpers, and in particular the jumper servicing Mrs. Robb's apartment, consists of the Grievant's statement that he did not cut any jumpers. The Union points out that jumper wires can break more or less spontaneously due to corrosion, and alternatively, it is likely that the Grievant inadvertently cut or broke the Robb jumper wire while working on the Brannen jumper wire, which was connected at the adjacent "binding post."

With respect to the Grievant's return to his home on July 21, 1988, the Union argues that service technicians had standing, unofficial authorization to take the time to change into dry clothing if they should become caught in the rain. In addition, the Grievant testified that during the period from 4:50 p.m. to 6:00 p.m. on the day in question, he was in fact engaged in Company business, in that he placed telephone calls from his home to:

- the contractor in charge of the construction site, to arrange for the Grievant to locate the cable the following morning
- the Company maintenance department to reschedule himself for the cable locate the next day, and
- the Company office to transmit his own time report.

With respect to the alleged use of incorrect disposition codes, the Union argues and presented testimony to the effect that disposition coding is a somewhat judgmental exercise, and that service technicians use codes which reflect, variously, the work performed farthest from the "central office", the work which is most time-consuming, or some variation of the two concepts. The Union contends that "creative coding" was widely practiced and recognized, and tacitly condoned by the Company; the Union also pointed to an internal Company memorandum which, it argued, impliedly authorized such "creative coding" so as to improve performance statistics. The Grievant's coding of his work in the AlA and Ramona cross-boxes was not, per se, wrongful; rather, he used his best judgment under the circumstances, and should not be faulted for a good faith mistake.

The Union also implied that Mr. Smith had some personal bias against the Grievant, arising in some way from an alleged incidence, several years earlier, in which Mr. Smith requested the Grievant to replace a water pump on his privately owned vehicle during work hours. Mr. Smith flatly denied that any such transaction had occurred. The Union similarly implied that Mr. Montgomery entertained some personal animosity against the Grievant based upon an earlier Equal Employment Opportunity claim filed by the Grievant; no evidence concerning this issue was introduced, but there was evidence that Mr. Montgomery, shortly before the events giving rise to this proceeding, had prepared a letter of recommendation for the Grievant in connection with his potential promotion into the management structure of the Company.

Finally, the Union points out that the Grievant has a long record of satisfactory performance with the Company, that he had participated in various Company-sponsored community service activities, and had, in fact, been considered for promotion into the Company's management structure. The Union further points out that the Grievant had no apparent motive for cutting jumpers or miscoding dispositions, inasmuch as neither act would appreciably increase his remuneration from the Company.

# OPINION

In discharge cases, the employee is entitled to a presumption of innocence, and the Company bear the burden of proving that the employee committed the offenses with which he has been charged. As the Union point out, this may mean that even in the face of very suspicious circumstances, a discharge must be overturned for lack of clear and convincing evidence.

As a "finder of fact", the Arbitrator must draw conclusions concerning the most probable explanation of what happened, how, and why. As difficult as it usually is, the Arbitrator must make findings of credibility, recognizing that he may be wrong, but that arbitrators, like judges, cannot avoid the difficult issues in an arbitration for fear of making a mistake.

In determining the events of July 21 and 22, 1988, a decision must be made as to the credibility of the witnesses. The Arbitrator studied the usual factors of demeanor, consistency or inconsistency, confirming or contradicting facts, inherent probability, interest and motive.

The evidence shows beyond doubt that the company was faced with a serious problem of jumper cutting by some service technicians in July 1988. The number, distribution and characteristics of the cuts observed by Messrs. Montgomery and Smith cannot reasonably be attributed to corrosion or to inadvertence by service technicians.

With respect to the jumper servicing the Robb apartment, the evidence is clear and convincing that the Grievant cut the jumper wire while working in the AlA cross-box on the afternoon of July 21, 1988. The probability of ever having an eye witness account of an act committed by a service technician working in an aerially mounted cross-box is obviously very slim, and no such testimony was presented in this matter. But the Grievant's act, as charged by the Company, was convincingly established by overwhelming circumstantial evidence. The AlA cross-box had been thoroughly inspected by Company personnel immediately prior to the Grievant's arrival, and all jumper wires were found to be intact, except for the jumper servicing the Brannen residence which the Grievant had been dispatched to correct. The Grievant was working in the AlA cross-box at the precise moment that dial tone service to the Robb residence was disrupted, as reflected on the Grievant's field tickets. Immediately after the Grievant's departure from the AlA cross-box, it was again inspected by Company personnel who found the Brannen jumpers reconnected and the Robb jumpers cut. The Grievant's simple

denial, in the absence of any other plausible explanation of how the jumpers came to be cut, is not sufficient to overcome the conclusion which logically follows from the proven and undisputed circumstances.

The explanations profferred by the Grievant for his presence at home prior to the end of the workday on July 21, 1988 are not sufficient to relieve him from responsibility for his conduct. The Grievant's statement that he believed all service technicians had standing authorization to return home to change clothes in the event they got wet was contradicted by the testimony of Mr. Smith. In addition, the underlying premise of the entire argument was undercut by Mr. Smith's undisputed testimony that the Grievant, when he exited his home at 6:00 p.m. to move the Company vehicle, was wearing the same clothes he had been wearing earlier in the day. The Grievant's secondary contention, that he was actually engaged in Company business by placing three business-related telephone calls, is hardly sufficient to justify an otherwise unexplained absence from work of more than 70 minutes. Finally, the Grievant's explanation to Mr. Smith of his whereabouts on the afternoon in question as attributable to a "hard locate" suggests that the Grievant himself entertained a sense of guilt about his presence at his home.

The Union presented convincing evidence and argued forcefully that the coding of field tickets is a matter of judgment, and that the Grievant should not be penalized for a good faith error of judgment. On its face, this argument has considerable merit. However, with respect to the two specific instances of miscoding charged by the Company, the codes entered by the Grievant were so fundamentally inconsistent with the nature of the work actually performed as to dispel any contention that they represented good faith errors of judgment. The evidence showed that "0437" is the appropriate disposition code for work performed in a cross-box, whereas the "0415" code used by the Grievant on July 21, 1988 represents repair of a buried cable, and the "0435" code used by the Grievant on July 22, 1988 represents work performed outside of a cross-box. Both of the codes actually used reflect the performance of more time-consuming tasks than the "0437" code.

A most troubling aspect of this matter is the absence of any apparent motive for the Grievant's conduct, and his long record of satisfactory service with the Company. The Company argued that the Grievant's purpose was to "pad" his field tickets so as to create periods of unaccountable time during his workday and ultimately to generate overtime work for himself and others. The evidence showed, however, that the Grievant was not

generally disposed to perform overtime work and that the acts of misconduct charged entailed virtually no opportunity for material gain to the Grievant.

These circumstances make the outcome of these proceedings especially unfortunate, but they do not detract from the seriousness of the Grievant's conduct.

# AWARD

Based upon the evidence, argument, and briefs submitted by the parties, it is determined that the Company had just cause for its action in discharging the Grievant, and accordingly the Grievance is denied.

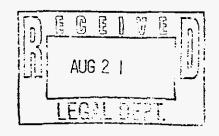
David B. Poythress

Arbitrator

Date: August 9 1989

THIS SPACE FOR TWA STAFF OFFICE		Red	cord of	Grievance	betwee	***************************************	E Form 3G3A		
SE ONLY		Commun	ications	Workers	of America and		Front (5-87)		
RECEIVED	<del></del>			vanced Syst					
CARD		1.2		vanceu syst vertising and					
INAL DISPOSITION			south Se	_	Fuolishing				
						Grievance Number			
CODES			th Centra						
		**200	thern Bel	ı		To be assigned by CWA State Office			
1. Grievance	Date	<u> </u>	Specific Loc	ation & State					
Occurred	08-	-23–88	Melb	ourne, F	lorida				
2	Department Network	· C		ed II Applicable N/A		Local No. 31	Local No. 3101		
2. **Grieving Employee 🤈	Name of Empl	oyee or Work Group	L			Department			
Or Work Group	Address /	or of a deadless was as			· · ·	Networ	k		
Involved 4	Job Title Service				N.C.S. Date 07-69	Seniority Date 07-69			
3. Union's Statement 5	Unjust-	-Improper t	ermina	tion					
Happened		····		<del>,</del> *					
4. Specific Basis of 6	Article	e 11, 18							
Grievance or Section of Contract Involved					and other a	applicable sections, the	e true intent and		
Of Contract involved	meaning of e				obligations thereunder.				
5. Date Grievance Filed 7	10-4-		Representative		hael R. On		0-4-88 Date		
6. Company's & Statement of What Happened	custome	was i	nvolve servic	ting cross-con ll as falsifyi	nects which	orts.			
7. Proposed Disposition-	Termina	tion was j	ustifi	ed based	upon the empl	oyee!s acti	ons.		
Second Level									
	Signed:	~7	1.10						
	Company Rep	resentative ,	10/6/88	Date					
8. □ Accepted □ Rejected	<b>⊠</b> Appealed			Signed:	ne hae R.	anos 1	0-14-88 Date		
9. True Intent Question Exists:	☐ Yes ☐ No			True Intent Ques	tion Exists: 🗆 Yes 🗆 No				
Signed:				Signed:			Date		
Union Representative  10. Authorization to	Furnished By	M Arnos		Company Repre					
Inspect Personnel Record	Date ()9-	M Amos entative 06–88		Monte Representation te 9-06-88	Requested Me Second Level	eting - 09-27	7-88 Date		
12. Proposed	"Com	pany position	n susta	ned"					
Disposition - Third Level	-			<u> </u>	<u> </u>				
Tilled Cever	Signed:								
	Company Rep	resentative .			Muu	un	blie 6/157		
13. C Accepted C Appealed to	<del></del>	SB only)		Signed:	(71. )	1 1/1/	7 /1 5		
C Rejected (D'Arbitration F		ce Lines 16 & 17)		Union Represen	tative / Aldri M.	- Keith_	Oute / -/C-0		
14. Proposed				·					
Disposition -									
Fourth Level					· •-				
	Signed:						Date		
	Company Res	presentative		-	grived				
15 Accepted Rejected	. Arbitration Rec	guested		, Dr	j. 115 G		20.00		

PART 36



## EXPEDITED ARBITRATION PROCEDURE

In the matter of arbitration

Between

COMMUNICATIONS WORKERS OF AMERICA

COMMUNICATIONS WORKERS OF AMERICA

Cocoa Beach, Florida

SOUTHERN BELL TELEPHONE AND

TELEGRAPH COMPANY

Cocoa Beach, 1989

Award: August 14, 1989

Award: August 18, 1989

For the Union: James F. Phillips For the Company: Catharine Emerson

The issue in this expedited arbitration case is whether the Company had just cause to discharge Grievant Richard L. Shrader, a Service Technician with approximately 19 years of service. The alleged ground for the discharge is gross misconduct, specifically that the Grievant was guilty of sabotaging Company property and falsifying his time reports. In accordance with the terms of Article 23.02 C4 of the contract, this opinion will be brief and summary. However, it should be noted the arbitrator has carefully reviewed the notes of two days of hearing and the posthearing written submissions of the parties.

In July of 1988 John Montgomery, Manager of Installation and

\*\*\*\*\*\*\*\*\*\*\*

Maintenance in Brevard County, received a tip from an anonymous source that "something funny" was going on in the crossboxes in the Eau Gallie exchange. These crossboxes, which contain the jumper connections between customers and the Central office to provide dial tone service, are physically located throughout the geographic area served by the Company. When he checked the Daily Craft Work Summaries, Montgomery noticed an unusual number of trouble calls being attributed to defective or cut jumpers in the crossboxes.

Accompanied by Assistant Manager James Smith, Montgomery personally visited eight different cross boxes and discovered a total of nine jumpers that had been cut. Examining the wires he had no doubt that these were not accidental breaks but instead had been deliberately cut by someone. Confronted with this evidence that someone was engaged in sabotaging Company property, Montgomery initiated a security investigation in which five of the eight Service Technicians were dispatched on calls to boxes which were known to contain cut jumpers.

The investigation ran from July 19 to August 4, by which time its existence was known. Grievant was one of three employees to be discharged on the basis of the findings. One of the other two employees was subsequently reinstated with a lesser penalty, while the discharge of the third man has also been submitted to arbitration.

As presented at the hearing, the gist of the case against the Grievant is as follows. On seven occasions he was sent out

to crossboxes which the Company knew to have cut jumpers. (Company Exhibit No. 1 lists the seven assignments and details the events surrounding them.) On the first of these assignments Grievant did repair the cross connection and attributed the work to the proper disposition code (0437) on his Outside Plant Field Ticket. However, on the remaining six assignments, he coded the work in five instances to the job of repairing buried cable (0415) and in the sixth instance to an aerial distribution (0414) instead of a broken jumper. He gave no indication on any of his six tickets that he had repaired the cut cross connection.

By reporting the work in the manner he did, Grievant was eligible to receive a higher rate job differential for the time he supposedly spent on that work. In fact, he applied for differential pay for cable repair work on those jobs. That in itself was not unusual. Because of his background and experience, Grievant often received assignments for cable repair when other Service Technicians turned back those troubles. But when Company representatives visited these boxes after the work was performed they found no evidence of digging to reach buried cable on the route from the crossbox to the customer's house, nor in the one instance of aerial distribution did they find any indication of splice closures at the terminal boxes of the poles along the Montgomery explained that a standard pit dug to reach line. buried cable would normally run 4 feet by 3 feet by 3 feet deep.

Both during his interview by the Security Department, and during a walk-through of the work which is in dispute with Smith,

Grievant could offer no explanation of where he performed the work he had reported. He claimed he could not remember where he did the digging, and simply said that whatever work he reported on the forms is the work he actually did.

Finally, according to Montgomery, in at least three instances when Grievant was sent out to crossboxes with known cut jumpers to repair, other cut jumpers were discovered in subsequent inspections by the Company. Since no one else had occasion to be in the crossboxes after Grievant did his work there, this finding indicated to management that Grievant was fixing one cut jumper and at the same time cutting another. connection, management recalled that on an earlier occasion when the Company announced it was cutting down on the amount of overtime work, Grievant angrily said he would get his overtime one way or another. And in an earlier conversation with another employee who mentioned he was finding a lot of cut jumpers in the boxes, Grievant told the other man not to code such work as 0437 but to spend more time routining the subscriber's station and protector.

In support of the grievance, Union witnesses including the Local President Mike Amos and Vice-President Marilyn Lenard testified that Assistant Manager Smith at one point stated there were video tapes of the Grievant cutting jumpers. However, the Company later admitted that no such pictures or videotapes ever existed. Other Union witnesses pointed out that a jumper could be accidentally cut in a crossbox, and that other classifications

like Facility Technicians had the tools to enter the crossboxes and in fact did so on a daily basis. Service Technicians are not the only ones with access to those boxes. Even employees of outside contractors are able to enter the boxes, they said.

Testifying on his own behalf, Grievant reported that Manager Montgomery had threatened "to get him" because of a 1987 incident in which the employee worked Sunday and penalty overtime on a major cable failure. Montgomery apparently felt the overtime was unjustified, though Grievant at hearing detailed the work he had performed. (Montgomery denied that he ever threatened to get the Grievant.)

Regarding the work in arbitration, Grievant admitted that during the security investigation he was unable to remember the exact work reflected on the field tickets he was shown. A few days later when Smith told him they would do a walk-through, Grievant sought to have a Union representative accompany him but the Company denied his request. He took the walk-through under protest. Again he could not remember where he had performed work on the various jobs.

In reviewing the trouble tickets at hearing, Grievant said he remembered to some degree that the "Damaged Encapsulation" he wrote on the field tickets referred to buried service wire which is in shallow earth and leads from the subscriber's service protector to buried cable. For such work, he said, it is not necessary to dig a pit. He simply knived down into the earth with a shovel, opened the grass in a two-foot area, got the serv-

ice wire up, and made the repair. Once the cut was covered up, he said, no one could tell he had been there.

On further examination, he conceded that the phrase "damaged encapsulation" could refer either to shallow or deep cable. At the arbitration hearing he said he specifically remembered that in fact the work under dispute was buried in shallow ground. On cross-examination, he conceded he had not told this to Smith on the walk-through, claiming he was "under duress" at the time.

In rebuttal evidence for the Company, Assistant Manager Marvin Jackson testified that "encapsulation" refers to the point where the service wire meets the buried cable, and that is always two to five feet underground. If on the other hand a Service Technician does work on service wire which is buried in shallow ground he is not entitled to claim the 0415 code. Instead, he must report such work as 0381 which does not provide a pay differential.

Jackson conceded that several years ago there had been some confusion over whether the proper code for shallowly buried wire was 04 cable repair or 03 service wire repair. That confusion was resolved in favor of the 0381 code. In any event, Jackson explained, the repair of service wire has never entitled an employee to the pay differential of cable repairman, and hence Grievant had no right to claim it in the present instance.

\*\*\*\*\*

The two major charges against the Grievant are that he deliberately cut jumpers in the crossboxes, and that he utilized

improper codes to falsify work reports and thereby claim pay differentials to which he was not entitled.

In at least three instances, Grievant was sent out on trouble assignments to crossboxes where the Company knew there were cut jumpers. After the Grievant had finished his work, the Company reinspected the boxes (in one instance, only an hour and one-half later) and found that although the original cut jumper was repaired a different jumper had been cut. On that basis the Company concluded the Grievant was sabotaging its property.

The Union argues that the Company has not met its burden of proof to establish that Grievant was the one to cut these jumpers. In the first place, the Union notes there was no direct observation of the Grievant engaged in such acts. Furthermore, the Union points out that other employees (even employees of contractors) have the means of getting into the boxes and therefore it is unfair to blame the Grievant for the damage to the property.

In the final analysis, the issue regarding the charge of sabotage comes down to a hard choice between the circumstantial evidence of Grievant's presence at the boxes before new cut jumpers were discovered (along with his earlier remark about being able to get all the overtime he needed) and, on the other hand, the accessibility of these crossboxes to other employees even if they had no work assignment there (taking into consideration that the benefit of any doubt ought to go to the Grievant).

On a review of the entire case, however, it becomes unneces-

Even if it were to be assumed for purposes of argument that Grievant had no responsibility for the cut jumpers in the crossboxes, the record amply supports the conclusion on the Company's second charge that the Grievant falsely reported he performed work justifying a pay differential when in truth he had not done any such work. That conduct by itself supports the decision to discharge.

On six occasions when sent out to a box with a cut jumper, Grievant made the necessary repair but then coded his work as "Cable--Buried Distribution" (0415) or "Cable-Aerial Distribution" (0414). Asked during the security investigation and on the walk-through to explain where he had performed the digging for the buried cable or the work on the aerial distribution, Grievant was unable to provide any answer. He also professed not to remember whether there had been cut jumpers in the crossboxes he worked in. At the arbitration hearing, he finally claimed to remember that his digging involved service wire rather than cable. However, such work would not have entitled him to claim the pay differential that he did. Finally, it simply is beyond credibility that Grievant could not remember in any of the six jobs where along the route to the customer's home he had performed the work for which he claimed the differential. In short, the evidence compels the finding that Grievant on the cited occasions claimed pay differentials to which he was not entitled. Considering all the circumstances of the case, that made him vulnerable to discharge.

In its post-hearing brief the Union maintains that the Company did not conduct a complete or fair investigation, and that Manager Montgomery was "out to get" the Grievant. In the arbitrator's judgment, the record does not support such charges. Moreover, it may be assumed (again, for the sake of argument) that the Company's denial of Grievant's request for a Union representative to accompany him on the walk-through with Smith constituted a technical violation of the employee's rights under the federal labor statute. Nevertheless, for reasons cited in the Company brief, such a violation would not afford any grounds for setting aside the discharge in the present case.

After a review of all the evidence and arguments, the arbitrator is forced to conclude that the Company had just cause to discharge the Grievant. The grievance is denied.

## AWARD

The grievance is denied.

Respectfully submitted,

John E. Dunsford

Arhitrator

HIS SPACE FOR		1		Ro	cord of (	arievanc	e hetu	leen	**************************************	Form 3G3A	
TYA STATE OUFICE ISE NUY.			C					nerica and		Front (5-87)	
ECEIVED								ilerica and			
ARD						ranced Sys					
						rertising ar	nd Publ	ishing			
INAL DISPOSITION	-	<del></del>	_		south Ser				Grievance Num	ber	
			ĺ	∃Sou	ith Centra	Bell 🚝			<b> </b>		
CODES		_	X X	<b>≆</b> Sou	ithern Bell				To be assigned	•	
									CWA State Office	×e	
1. Grievance Occurred		Date 08-24-8	2 0		Specific Loca	uion & State 1 bourne	Flo	rida			
00001100	`		<del></del>		<u> </u>	d # Applicable	, 110	Local No.			
	2	Network	c			N/A	•/		3101		
2. **Grieving Employe	• 2	Name of Empl		Group	<u>L</u>			est ottopiane to the second	Department		
Or Work Group	<u>ה</u> ־	Addre	.,	• "					Networ	ck	
Involved	7	Job Title					N.C.S		Seniority Date		
	5	Service	e Tech.	•			10-	-67	10-67		
3. Union's Statement	(0	Un just-	-impror	er t	termina	tion					
of What											
Happened											
4. Specific Basis of	1	Article	<u> 11, 1</u>	18							
Grievance or Section of Contract Involved			and other applicable sections, the true intent and								
				and the failure of the Company to perform its obligations thereunder.  Originated by: 10-4-8%							
S. Date Grievance File	a8,	10-4-	88	mo	10-4-88 Date						
6. Company's	9		wa	s i	nvolved	in cut	ting	cross-conne	cts whic	h put	
Statement of What Happened	•	custome	ers out	of	servic	e, as v	vell a	as falsifyin	<u>g time r</u>	eports.	
										<del></del>	
		Termination is justified based upon the employee's actions.									
7. Proposed Disposition-		ACCURACION AND INCOMPANIAN OFFICE OFF									
Second Level											
		Signed:		2	1/1	11-					
		Company Rep	resentative	<i>∕</i>	6. DE	Man	رج		10/6/8	8 Date	
		Ef Associat				Signed:	27-15	hael R. an	ivo	10-14-88	
8. 🗆 Accepted 🗆 Reject	nea	oc Appealed				Union Repres	entative			Date	
9. True Intent Question 6	xists:	☐ Yes ☐ No				True Intent Qu	estion Exis	ts: 🗆 Yes 🗆 No			
Signed:						Signed:					
Union Representative				Dat	te	Company Reg	resentative	·		Date	
10. Authorization to		Furnished By		S	Received B	J. Mont	gome:	y1. Union First			
Inspect Personnel		Union Represe			Date	epresentative		Requested Meetin Second Level	.g - 09 –	27–88	
Record			06-88		0.9	<u> 88–06–88 </u>				Date	
12. Proposed		"Com	any pos	ition	n sustai	ned"					
Disposition -								··· <del>··································</del>			
Third Level											
		Signed:						OS		11/1/189	
		Company Rep	resentative					Wille	cur	1/86/10/	
13. 🗆 Accepted 🗆 Appe	aled t	o 4th level (SCB.	SB only)			Signed:				e e e e e e e e e e e e e e e e e e e	
(Appi	icapie	to contract witer	ore as open or my p	171		Union Repres	entative	102 (65.70)	tion of the A	Date	
Rejected Arbitra	ation f	Requested (Si	ee Lines 16 &	17)		Union Nepres					
14. Proposed										<del> </del>	
Disposition -		}				<del></del> ;	<u></u>				
Fourth Level		<u> </u>				···					
		Signed:								Date	
		Company Red					Signad				
15. © Accepted - □ Reje	cted	☐ Artistration Red	quested				Signed: Union Ren	presentative		Date	
						11					

# SPECIAL SETTLEMENT

## CRIEVANCE

- EMPLOYEE WILL BE REINSTATED TO FORMER TITLE AND EXCHANGE AS OF 5/15/89.
- ENTRY IN RECORD WILL BE DATED 8/24/88 AND READ AS FOLLOWS:
  - "SUSPENDED EMPLOYEE FOR 30 DAYS (8/24/88 9/22/88) FOR IMPROPER HANDLING OF COMPANY WORK AND TIME REPORTS AND FOR PERSONAL INVOLVEMENT IN IMPROPER HANDLING OF CERTAIN OUT OF SERVICE TROUBLE CONDITIONS. NO FURTHER PROBLEMS IN THIS REGARD ARE EXPECTED AND AS SUCH WON'T BE ACCEPTABLE".
- BACK PAY FOLLOWING SUSPENSION PERIOD WILL BE PER ARTICLE 11 PROVISIONS, INCLUDING 1988 TIA FACTOR.
- EMPLOYEE'S NCS/SENIORITY DATES ARE NOT TO BE EFFECTED.
- EMPLOYEE'S DEPARTMENT WILL HANDLE RETURN TO WORK DETAILS WITH EMPLOYEE. PERSONNEL AND COMPTROLLERS WILL HANDLE PAY MATTER.
- FOR 1989 ONLY, EMPLOYEE TO RECEIVE 2 WEEKS VP AND 4 "OTHER" DAYS (2EWD, 2HU).

SOUTHERN BELL TEL. CO.

CMA DEPORTED NO AUTUR

F/200777

0000037

EPARE 5 COPIES THIS SPACE FOR JUL 17 REC'D CWA DISTRICT OFFICE USE ONLY. AUG 21 1965 Form 3G3/ RECEIVED Front (8-80 CARD... COMMUNICATIONS MPRKERS OF AMERIGRECORD OF Grievance between FINAL DISPOSITION. Gretvence Number Drange Park Communications Workers of America and CODES. Southern Bell Telephone & Telegraph Company To be assigned by **CWA District Office** Date Specific Location & State Ī Panama City, FL 05-10-85 32401 Grievance Title Involved If Applicable Local No. Department Оссигея Distribution Service Tech. 3114 Department Name of Employee or Work Group 2. "Grieving Address Distribution Employee N.C.S. Date Seniority Date Or Work Group Service Tech. D4-11-66 04-11-66 Involved Unloa's Statement Suspension of What Happened Specific Basis of Article 1 and any other that may apply. Grievance or Section of Contract Involved Originated by: Union Representative Tom Reid 5. Date Grievance Filed 05-16-85 The employee was suspended for four days and six hours for misconduct associated with the mishandling of a customer trouble report. Companys Statement of What Happened The seriousness of the misconduct associated with the mishandling of a customer trouble report was justification for the employees suspension. Proposed discipline was for just cause. Disposition -Second Level (Local) Company Representative 4. Accepted Rejected Appealed Union Representative 1. True Intent Question Exists: 🔲 Yes 🗖 No True Intent Question Exists: Yes No Signed: Signed: Date Company Representative Union Representative Date Received By: Furnished By: Union Representative Company Representative Union First Authorization to Requested Meeting -Inspect Personnel Date Date Date Second Level Record The following entry will be placed in the The suspension will be rescinded. records: "Warned employee concerning the proper handling of a customer troul Proposed Disposition report regarding customer access." Third Level (State) Date 13. Accepted Rejected Appealed Date 9/2 (See Lines 16 & 17) Proposed Disposition -Fourth Level Signed (Executive) Date: Company Representative Signed 15. Accepted Rejected Arbitration Requested

Oate

Union Representative

THIS SPACE FOR CWA STAFF OFFICE JSE ONLY. RECEIVED		- Re Commun	***************************************	Form 3G3A Front (5-87)						
CARD				Ivanced S Ivertising	-	ishing	LOCAL GRIET			
FINAL DISPOSITION		☐ Bel	Isouth Se oth Centra	ervices		J	BOC ©0-195			
CODES		£0 Sou	uthern Be	11			To be assigned by CWA State Office	,		
1. Grievance Occurred	Date		MLAMI	cation & State						
. 2	Department NETWORK		S.T.	red if Applicab	e. 	<u> </u>	Local No. 3121	3121		
2. **Grieving Employee 2 Or Work Group Involved	Address ST	yee or Work Group.		and the second seco	855	Date 71	Seniority Date	NETWORK		
3. Union's Statement of What Happened	Unjust to	rmination								
Specific Basis of Grievance or Section of Contract Involved	Article 11	ch; and the failure (	of the Compa	any to perfor	m its obligati		pplicable sections, th	e true intent and		
5. Date Grievance Filed	10-15-90	••		// - 2 0. 90 Date						
6. Company's Statement of What Happened	Employee	Employee terminated for misconduct associated with falsified t						ts.		
7. Proposed Disposition-	The term	The termination is upheld.								
Second Level	Signed: Company Repre	sentative		blin	Ho.	cadisf		//-Z0-9.		
8. 🗆 Accepted 🗆 Rejected	(S-Appealed			Signed: Union Repr	7 ~		Collo	Date / 2 - 7 - 92		
9. True Intent Question Exists	: 🗆 Yes 🗆 No			True Intent	Question Exist	SE O YES ONO				
Signed: Union Representative		Dat		Company R	epresentative			Date		
10. Authorization to Inspect Personnel Record	Furnished By: Union Represent Date	tative	Received E Company F Date	ry: Representative		11. Union First Requested Mee Second Level	ting - 10–15	<b>-90</b> Date		
12. Proposed Disposition - Third Level	Signed:									
12 Fi tonned G Appealed t	Company Repre			Signed:	···			Date		
	to contract interpre			Union Repr	esentative			Date		
14. Proposed Disposition - Fourth Level										
	Signed: Company Repre	sentative						Date		
15.: 3 Accepted   D Rejected	☐ Arbitrapon Requ	ested			Sign <del>a</del> a:			Oate		

0000039

THIS SPACE FOR CWA STAFF OFFICE USE ONLY.	Record of Grievance betwee  Communications Workers of America and  Bellsouth Advanced Systems									
G5A5	<del></del>									
FINAL DISPOSITION		1		dvertising	and Pub	olishing				
		1	Isouth Se	· · · · - <del></del>			Grievance Number	r .		
CODES		1	ıth Centr							
		) W Soc	ıthern Be	Ħ	# 90	OB665	To be assigned by CWA State Office			
1. Grievance	Date	···········	Specific Lo	cation & State						
Occurred	OCTOBER	10,1990		IAMI, FL						
1	Department			ved if Applicable		3 av	Local No.			
2. **Grieving Employee	NETWOR	CK Oyee or Work Group	SERV	ICE TEC	HNICI	AN	Department 310	7		
Or Work Group	Address	74	<b>.</b>			NETWORK				
Involved	Job Tise				NC:	Seniority Date				
	ST	RVICE TOCHN	CTAN	•	JANU	IARY 8, 1979	JANUARY	8. 1070		
3. Union's Statement										
of What	TMPROPE	R TERMINATUR	N							
<del></del>										
4. Specific Basis of Grievance or Section										
of Contract Involved	manning of a		स्यादा ह		n ita obligat	and other app	plicable sections, the	a true intent and		
	Theating of ea	meaning of each; and the failure of the Company to perform its obligations thereunder.  Originated by:								
5. Date Grievance Filed	10/29/90			ം വേവര	E MORA	ጥ		Date		
6. Company's Statement of What Happened	1	e terminated	<u> </u>					<del></del>		
			<del></del>	20.2				· · · · ·		
7. Proposed Disposition-	Termine	Termination is sustained.								
Second Level	to the total									
	Signed: Company Reon	esentative		Henc	7/0	redict,		11-28-9c		
8. Accepted Prejected	Appealed			Signed: Union Repre	sontative	Adm	dh	12/12/4		
9. True Intent Question Exists:	☐ Yes ☐ No			True Intent C	Duestion Exis	TS. C Yes CNo		<del></del>		
Signed:				Signed:						
Union Representative		Date		Company Re	presentative	· · · · · · · · · · · · · · · · · · ·		Date		
10. Authorization to	Furnished By: Union Represer	ntative	Received 6	ty: Representative		11. Union First Requested Meetin	. <del>.</del>			
Inspect Personnel Record	Date		Date			Second Level		Date		
12. Proposed										
Disposition - Third Level	ļ	<del></del>								
TIME CEVE	Singate				·					
	Signed: Company Repri	esentativa						Date		
13. Accepted Appealed to				Signed:				- Jake		
[Applicable	to contract interor	retation only]		Union Repre	sentative			Date		
	1					···				
14. Proposed Disposition -		· · · · · · · · · · · · · · · · · · ·								
Fourth Level										
	Signed:							<del></del>		
	Company Repri	evananee						Date		
15. C Accepted C Rejected	CArbitration Requ	uested			Signed:			Date		

1

Southern Bell Tel. & Tel. Co. FPSC Docket No. 910163-TL Citizen's 1st Set of Interrogatories March 26, 1991
Item No. 9
Page 1 of 2



REQUEST:

20

Please identify all grievances which arose out of, or relate to, service problems, subscriber refunds, and the falsification of records. Please identify the parties, including the names and address of attorneys.

CRESPONSE:

è

i) H

12

13

) **y** q

24

The Company does not maintain information of this type other than in individual employee files. Southern Bell, therefore objects to this interrogatory on the basis that it would be unduly burdensome and oppressive to require Southern Bell to search the files of approximately 19,500 present employees plus the files of former employees. In addition, personnel entries are removed after seven years if there have been no subsequent entries related to the same matter.

Subject to this objection Southern Bell has searched those files which it has in Labor Relations offices and made an inquiry of each Network Operations Manager in Florida having Maintenance Center responsibilities as to their knowledge of any occurrences of falsifications of repair services records. The following information has been obtained from these sources. The employee's name has been deleted from all copies except that given to Public Counsel, and a Notion for a Temporary Protective Order regarding the names is being filed contemporaneously with this answer.

#21 Name

Title

Business Address

1,26

Service Technician

No longer with Company

In See 3G3A furnished in the Production of Documents.

2. 29

Service Technician

1824 N. 3rd Street Jacksonville Beach, FL

See 3G3A furnished in the Production of Documents.

904 350 3234;# 3/ 3

1- 6-93 : 10:44 : SOUTHERN BELL→

Title

SENT BY:

Name

Business Address

Southern Bell Tel. & Tel. Co. FPSC Docket No. 910163-TL Citizen's 1st Set of Interrogatories March 26, 1991 Item No. 9 Page 2 of 2

23.	Service Technician No longer with Company
3 4	Grievance processed through arbitration step. Company position sustained.
5	See grievance form and arbitration award furnished with POD.
6 4.	Service Technician No longer with Company
7 4	Grievance processed through arbitration step. Company position sustained.
9	See grievance and arbitration award furnished with POD.
10 <b>5.</b>	Service Technician 980 Pine Tree Dr. Indian Harbor Bch., FL
12	See grievance form and special settlement reinstating employee furnished as a part of the POD.
14 <b>6.</b> 15	Service Technician 1602 N. Cove Blvd. Panama City, FL
16	Grievance processed through 3rd level.
10	See 3G3A furnished in the Production of Documents.
187.	Facility Technician 2800 Catherine St. Palatka, FL
20	Grievance settled at informal level. Warning entry changed to counseling.
228.	Service Technician No longer with Company
23	See 3G3A furnished as a part of the POD.
249-	Service Technician No longer with Company
	See 3G3A furnished as a part of the POD.

<u>(\*)</u>

	3000C										
15 TPACE FOR D)) \( \( \mathbb{C} \)	E)(/W/Z/V/	Deced	of Grievano	a hatiwaan	-						
E INC.			1017	CE DUCEM	ONS MANAGER						
CEMED		ommunication	ms Wolfe	CAN COMPANY OF THE PARK OF THE	SONNEL						
MAY	U 8:1991 >	☐ Bellsouth	Advande 2	stems							
	े क्षेत्र किल्लिया है   <b>ब्रह्म क्षाप्त</b>	Bellsouth	Advertising a	nd Rubbshipson JUL	10 RECO						
	HARCATIONS of the	" □ Bellsouth	f	70N 34' 1231'							
	IS OF AMERICA	☐ South Ce		COMMUNICATIONS	Grievance Mumber						
ces Crange	Park Florida	☐ South Ce		ORKERS OF AMERICA	To be assigned by						
		2500dem 21094		Orange Park, Florida	CWA State Office						
Grievance			c Location & State	Clarge Fare Fronce	<del></del>						
Occurred	Date 02-26-91	3,000	Jacksonvi	lle. FL							
_	Department	•Title 6	mystyred II Applicable		Local No.						
2	Network	''	110000000000000000000000000000000000000		3106						
2. **Grieving Employee	Name of Employee or	Work Group	_		Department						
Or Work Group	Address .		;		Network						
Involved	Job Title	Constant of the second	÷,	- NCS Dets	- Secionty Deta:						
	Service Tech			04-01-68	04-01-68-						
J. Union's Statement	Terminated :	for failure	to follow c	ompany integrity pol	icy.						
of What	- ジラスの何を他をかっ	and the second	TOP I FOR STORE	· Just a samething	4: 19824						
Happened	-			<del> </del>							
			<del></del>								
s. Specific Basis of	Article II,	Article 11, 18 and all other articles that may apply.									
Grievance or Section of Contract involved			- (1-3-1-		plicable sections, the true intent and						
	meaning of eacht an		ompery, to perform	its obligations thereunder.							
5. Date Grievance Filed	03-13-91	Originmed by: Union Represer	mone II	enx Del	3-25-91						
5. Company's											
Statement of What Happened					ated co his improper						
Of Cition Companies				it customer knowledg	e and in violation						
	of Company practice and policy.										
7. Proposed	Sustain Co	Sustain Company position.									
Olsposition- Second Level											
	Signed: 1	4-5-51									
	Company Representati	Ve.		<u> </u>	Cate						
	. /	<u></u>	Signed:	,	:// /:						
8. Accepted Rejected	Appealed		Union Repre	sentativery (17)	Date 7 // 1/1/						
9. True Intent Question Exists	☐Yes ☐No		True Intent C	vession Exists: 🗆 Yes 🗆 No	. 77						
Signed			Signed:		4.4.4.434						
Union Representative		Date	Company Re		Dete						
0. Authorization to	Furnished By:	i i	ived By:	11. Union First	ina .						
Inspect Personnel	Union Representative	Date	pany Representative	Requested Meet Second Level							
Record	Date .				Cate						
12. Proposed	Company posi	tion sustain	ed.		<u></u>						
Disposition -			<u></u>								
Third Level		<u> </u>		- <del></del> <del></del>	<del></del> _						
	Signed:			$\gamma \cdot \gamma$	Vale4-/14/						
	Company Representa				-Lite						
	to 4th level (SCB, SB only) a to contract interpretation		Signed:	621111							
☐ Rejected ■ Arbitration			Union Repn	rsontative	Date 1/2/9						
Confedence Appropriation											
14. Proposed											
Disposition - Fourth Level	ļ										
,	Signed										
	Company Represents	tive			Oste						
46.63				Signed:							
15. C Accepted C Rejected	☐ Arbitrasion Requested			Union Representative	Deite						

SPACE FOR ECE A STAFF OF THE CE E ONLY. CEIVED MAY	ommun	ications \ south Adve	Norkers	between of America and		Form 3G3A From (5-87)						
WORKERS	OF AMERICA SOL	south Serv oth Central othern Bell	Bell	APR 15 1991 WA LOCAL 3	Grievance Numb  To be assigned in CWA State Office	by						
. Grievance Occurred )	Date . 03-5, 6, 7,-91.  Department NEtwork	Specific Locat  Jac  *Title involved	cksonvil	e, Florida	Local No. 3106							
2. **Grieving Employee Or Work Group	Name of Employee or Work Group Add Job Title Service Technician			N.C.S. Date 11-12-68	Department Network Seniority Date 11-12-6	8						
3. Union's Statement of What Happened		Day suspension for failure to follow company integrity policy.  Tricle 11, 18 and all other articles that may apply.										
i. Specific Basis of Grievance or Section of Contract Involved		saning of each; and the failure of the Company of perform its obligations thereunder.  Originated by:										
5. Date Grievance Filed	1 *	Originated by:										
6. Company's Statement of What Happened	Employee was suspended for 3 days for his improper handling of repair reports.											
7. Proposed Disposition- Second Level	Reduce suspension  Signed: Corpóany Representative	Deta 4/										
8. Accepted Rejected	./		Signed: Union Represe	entative Lawin	Hickerto	Date 4/28/91						
9. True Intent Question Exists	:□Yes □No		True Intent Qu	estion Exists:   Yes   No	) 							
Signed		ate	Signed: Company Rep	resentative		Date						
Union Representative  10. Authorization to Inspect Personnel Record	Furnished By: Union Representative Date	Received 8		11, Union Fi	ed Meeting -	Date						
12. Proposed Disposition - Third Level	Signed: Company Representative					Date						
13. Accepted Appealed Applicate Rejected Arbitration	to 4th level (SCB, SB only) le to contract interpretation only]		Signed: Union Repre	oerdative		Dete						
14. Proposed Disposition - Fourth Level	Signed											
	Signed: Company Representative			Signed:		Date						
15. © Accepted - © Rejected	□ G Arbitration Requested			Ciate								

THIS SPACE FOR TWA STAFF OF 1 , 5 USE ONLY.		Record of Grievance between  Communications Workers of America and							**C***********************************	Form 3G3A Front (5-87)
CZVRO39										
CRAZ			1			vanced Sy vertising a		lishina		
INAL DISPOSITION			1		south Sei	•	ilia i abi	ii3iiiig		
					th Centra				Grievance Numb	per
CODES					thern Bel				To be assigned (	<b>.</b>
				1450U	illieitt bei	ŧ			CWA State Office	
1. Grievance		Date	<u> </u>	•	Specific Loc	ation & State				
Occurred	1	08-24-	88		Melb	ourne,	Flori	.da		
	٦	Deparment			"Title Involve	ad II Applicable			Local No.	
	즤	Networ			L	N/A			3101	
2. **Grieving Employe	~ 괴	Name of Emp		k Group					Networ	-k
Or Work Group Involved	4	Address	N.C.S. Date				Seniority Date			
	5	Service	e Tech			•	12-		12-71	· ,
3. Union's Statement	6	Unjust			ermina	tion	1			
of What	Ψ				_					
Happened										
4. Specific Basis of	7	Articl	e 11,	18					•	
Grievance or Section of Contract Involved				4-2	· · · · · · · · · · · · · · · · · · ·		in obligati		plicable sections,	the true intent and
		meaning of e	ach; and the	Origina		ny to periorin	its obligati	ions thereunder.		10 00 05/
5. Date Grievance File	d 8	10-4-	88	1 -	Representative	1//1	che	xel & ar		0-7-88 Date
6. Company's	9			-	was in	volved	in cu	itting cross	-connects	which
Statement	,	put cus	stomers	s out	of se	rvice,	as we	ell as falsi	fying time	ne reports
of What Happened										
						d 1		- the employ	AA'S ACT	1005
7. Proposed		Termination is justified based upon the employee's actions.								
Disposition- Second Level										
		Signed:								
		Company Representative A. A. A. Marian						10/6/88	Date	
<b>4 5 4 3 5 5</b>		<u> </u>				Signed:	11.06	sel R. amos		10-14-88
8. Accepted Reje	ctea	X Appeared				Union Repre	sentative	ac n amo	,	Date
9. True Intent Question	Exists:	☐ Yes ☐ No				True Intent C	uestion Exis	sts: ☐ Yes ☐ No		
Signed:						Signed:		,	<del></del> .	
Union Representative				Oat	e	Company Re	presentative	•		Date
10. Authorization to		Furnished By		os			tgome	Y1. Union First	00	07 00
Inspect Personnel		Union Repres			<del>  _ ` ` ` </del>	Company Representative Requeste  Date O.O. O.C. O.O. Second			ng - 09	27–88
Record		1 09-	06–88		0	9-06-88				Date
12. Proposed		"Compa	ny posi	tion :	sustaine	<u>'d''</u>		<del></del>		
Disposition - Third Level			1							
		Signed:	<del>, .</del>				1).			11/2/00
		Company Res	oresentative			Ź	$\chi(I)/J$	LLLER	(M	1624/07
13. ☐ Accepted ☐ Appe	aled to	4th level (SCB,				Signed:	Core	<u>,</u>		
(Appl	licable	to contract inten	pretation only)	l						Data
☐ Rejected ☐ Arbitr	ation F	Requested (S	ee Lines 16 &	17)		Union Repre	sentative			Date
14. Proposed										
Disposition - Fourth Level										
Logini Casei		Signed.								
		Company Res	presentative							Date
15 (7.1	.,	: Arbitration Re	<del></del>				Signed.			
15. © Accepted = □ Bere-	eeerii	, ALIKIA IDIL 1949	ton Man				Union Rep	resentative		Date

F . C ~ 277

0.774 16

In the Matter of the Arbitration Between

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

AND

COMMUNICATIONS WORKERS OF AMERICA

OPINION AND AWARD

Grievance: No. S88037-3101

Richard Scuoteguazzo

Termination

Hearing: Melbourne, Florida

July 20-21, 1989

Representing:

The Company: Gregory D. Artis

The Union: James F. Phillips

Arbitrator: David B. Poythress

Date of Decision: August 8, 1989

Copies to: Davellower Keith Kochler RayGeisler

F03B27Z

0000017

### ISSUE

The issue stipulated by the parties is whether or not Southern Bell Telephone and Telegraph Company (the "Company") had just cause for its action in discharging Richard Scuoteguazzo (the "Grievant").

### BACKGROUND

In July 1988, John Montgomery, Manager for Installation and Maintenance for the Company in Brevard County, Florida determined that an inordinately high number of "0437" disposition codes were occurring among service technicians working in the Indian Harbor Beach, Satellite Beach, and Melbourne, Florida area. Service technicians are required to complete a "field ticket" at the time they repair various kinds of "troubles" in the telephone system; completion of the field ticket entails the use of several categories of codes which reflect the character of the work performed by the service technician. An "0437" disposition code indicates that corrective action occurred at a "cross-box", an aerial mounted device for distributing/switching dial tone service to retail telephone subscribers.

Mr. Montgomery's inquiry was based upon information that "something funny" was going on in cross-boxes in the south Brevard County area, and consisted initially of a review of various management reports, including field tickets, which reflected the high number of "0437" disposition codes. According to Mr. Montgomery, he would expect to see one or two such codes per working day, whereas he counted some "25 to 30" of them in the three-day period immediately preceding his review.

Mr. Montgomery contacted his assistant manager, Mr. James Smith, and requested that he identify the cross-boxes with respect to which "0437" disposition codes had been recently entered. Mr. Smith's review showed that the disposition codes were not limited to a single cross-box, but were distributed widely throughout the area.

On Monday, July 18, 1988, Messrs. Montgomery and Smith visited three of the cross-boxes located near their office and discovered cut "jumper wires." A cut jumper wire would have the effect of interrupting dial tone service to a subscriber, and would constitute a "trouble" in the system. Mr. Montgomery testified that he examined some of the cuts with a magnifying glass and concluded that they were indeed cuts, rather than separations caused by corrosion or inadvertence. He described

the ends of the jumper wires as resembling an inverted letter "v" with bright, shiny edges, both of which are characteristic of a cut wire.

In the ensuing 48 hours, Messrs. Montgomery and Smith inspected all of the boxes in which a "0437" disposition code had been recently reported, and they discovered that in "90%" of the cases a jumper wire had been cut. At that point, Mr. Montgomery contacted Mr. Floyd Bradley, a security manager for the Company.

On the afternoon of July 21, 1988, Messrs. Montgomery, Smith, and Bradley inspected a cross-box located at 1363 Highway AlA, Satellite Beach (the "AlA cross-box"); their inspection was prompted by an automated system test which showed an "open" condition at that cross-box. Their inspection revealed that all jumper connections were intact, except the one servicing the home of a Mrs. Brannen which had been cut.

They then called the Company dispatcher and arranged for the Grievant to be assigned to clear the "trouble." The three then returned to the maintenance center and reviewed a computerized management system that reflects the current status of "troubles." Data is entered into the system via hand-held "computer access terminals" issued by the Company to service technicians, including the Grievant.

The computer showed that the Grievant had already cleared the trouble at the AlA cross-box, but had entered a disposition code of "0415", indicating that he had repaired a defective aerial cable pair which is a more complex and time-consuming procedure than the work he was actually assigned to perform. The computer also showed that the Grievant had "taken himself off the load" as of 3:39 p.m., indicating that he was no longer available to deal with "troubles" in the system.

Messrs. Montgomery, Smith, and Bradley returned to the AlA cross-box and confirmed that the jumper servicing the Brannen apartment had been repaired. They then proceeded to the apartment and confirmed that service had been restored. At the apartment complex they were approached by a Mrs. Robb, who reported that her telephone had gone dead while she was using it at approximately 3:20 p.m. Mr. Montgomery tested the cables in the "meter room" of the apartment complex and confirmed the absence of a dial tone and the existence of an "open" condition in the line.

The three men then returned to the AlA cross-box, checked the jumper wire servicing the Robb apartment, and found that it

had been cut. The field ticket prepared by the Grievant with respect to his work on the Brannen jumper wires showed that he was working in the AlA cross-box between 2:30 p.m. and 3:30 p.m. on the same day.

Messrs. Montgomery, Smith, and Bradley then proceeded to a nearby construction site where they believed the Grievant might have gone. Mr. Smith's speculation at the time was that the Grievant had taken himself "off the load" in order to devote himself to "cable locate" duties at the construction site. Mr. Smith testified that by the time they arrived at the site, it had been raining for some time, rainwater was standing in the ditches, and the site was deserted.

The group then proceeded to the Grievant's home where, at 4:50 p.m., they observed the Company vehicle assigned to the Grievant parked in front of his home.

Mr. Smith testified that he observed the Grievant exit his home at approximately 6:00 p.m. and move the truck from the street to a neighbor's driveway, which was its normal overnight parking location. Mr. Smith also testified the Grievant was wearing the same clothes that Smith had observed him wearing earlier in the day. Mr. Smith further testified that the Grievant, in response to questions on the following morning concerning his whereabouts, reported that he had encountered a "hard locate" the previous afternoon, referring to the construction site cable location duties.

Mr. Smith, who was the Grievant's immediate supervisor, testified that the Grievant's regular duty hours for the day in question were 9:00 a.m. to 6:00 p.m., and that he did not authorize the Grievant to leave work or to return to his home early that day. The Grievant did, however, submit time reports reflecting 8 hours of work, and received payment therefor from the Company.

On July 22, 1988, Mr. Smith identified a cut jumper wire in a cross-box located at 304 Ramona Street, and he arranged for the Grievant to be assigned to clear that trouble. The Grievant did clear the trouble, but used an "0435" disposition code on his field ticket, indicating a more time-consuming procedure than the work actually assigned to him, which according to Mr. Smith, should have resulted in a "0437" disposition code.

## POSITION OF THE COMPANY

The Company contends that the Grievant was involved in a widespread practice of cutting jumper wires, and that the evidence establishes conclusively that he cut the jumper servicing Mrs. Robb's apartment at the time he was correcting the cut in the jumper servicing Mrs. Brannen's apartment from the AlA cross-box.

On the same day, the Grievant left work before 6:00 p.m., without permission, but claimed credit for and received payment for the period of time when he was not working.

Finally, the Company contends that the Grievant consistently used incorrect disposition codes on his field tickets to reflect more complex and time-consuming procedures than the work which he actually performed; specifically, the Company points to the Grievant's use of the "0415" disposition code with respect to his work in the AlA cross-box on July 21, 1988, and his use of the "0435" disposition code with respect to his work in the Ramona cross-box on July 22, 1988.

While the Grievant has a long history of satisfactory or better than satisfactory performance with the Company, he has engaged in gross misconduct for which termination is the appropriate penalty.

## POSITION OF THE UNION

The Union's position with respect to cut jumpers, and in particular the jumper servicing Mrs. Robb's apartment, consists of the Grievant's statement that he did not cut any jumpers. The Union points out that jumper wires can break more or less spontaneously due to corrosion, and alternatively, it is likely that the Grievant inadvertently cut or broke the Robb jumper wire while working on the Brannen jumper wire, which was connected at the adjacent "binding post."

With respect to the Grievant's return to his home on July 21, 1988, the Union argues that service technicians had standing, unofficial authorization to take the time to change into dry clothing if they should become caught in the rain. In addition, the Grievant testified that during the period from 4:50 p.m. to 6:00 p.m. on the day in question, he was in fact engaged in Company business, in that he placed telephone calls from his home to:

- the contractor in charge of the construction site, to arrange for the Grievant to locate the cable the following morning
- the Company maintenance department to reschedule himself for the cable locate the next day, and
- the Company office to transmit his own time report.

With respect to the alleged use of incorrect disposition codes, the Union argues and presented testimony to the effect that disposition coding is a somewhat judgmental exercise, and that service technicians use codes which reflect, variously, the work performed farthest from the "central office", the work which is most time-consuming, or some variation of the two concepts. The Union contends that "creative coding" was widely practiced and recognized, and tacitly condoned by the Company; the Union also pointed to an internal Company memorandum which, it argued, impliedly authorized such "creative coding" so as to improve performance statistics. The Grievant's coding of his work in the AlA and Ramona cross-boxes was not, per se, wrongful; rather, he used his best judgment under the circumstances, and should not be faulted for a good faith mistake.

The Union also implied that Mr. Smith had some personal bias against the Grievant, arising in some way from an alleged incidence, several years earlier, in which Mr. Smith requested the Grievant to replace a water pump on his privately owned vehicle during work hours. Mr. Smith flatly denied that any such transaction had occurred. The Union similarly implied that Mr. Montgomery entertained some personal animosity against the Grievant based upon an earlier Equal Employment Opportunity claim filed by the Grievant; no evidence concerning this issue was introduced, but there was evidence that Mr. Montgomery, shortly before the events giving rise to this proceeding, had prepared a letter of recommendation for the Grievant in connection with his potential promotion into the management structure of the Company.

Finally, the Union points out that the Grievant has a long record of satisfactory performance with the Company, that he had participated in various Company-sponsored community service activities, and had, in fact, been considered for promotion into the Company's management structure. The Union further points out that the Grievant had no apparent motive for cutting jumpers or miscoding dispositions, inasmuch as neither act would appreciably increase his remuneration from the Company.

#### OPINION

In discharge cases, the employee is entitled to a presumption of innocence, and the Company bear the burden of proving that the employee committed the offenses with which he has been charged. As the Union point out, this may mean that even in the face of very suspicious circumstances, a discharge must be overturned for lack of clear and convincing evidence.

As a "finder of fact", the Arbitrator must draw conclusions concerning the most probable explanation of what happened, how, and why. As difficult as it usually is, the Arbitrator must make findings of credibility, recognizing that he may be wrong, but that arbitrators, like judges, cannot avoid the difficult issues in an arbitration for fear of making a mistake.

In determining the events of July 21 and 22, 1988, a decision must be made as to the credibility of the witnesses. The Arbitrator studied the usual factors of demeanor, consistency or inconsistency, confirming or contradicting facts, inherent probability, interest and motive.

The evidence shows beyond doubt that the company was faced with a serious problem of jumper cutting by some service technicians in July 1988. The number, distribution and characteristics of the cuts observed by Messrs. Montgomery and Smith cannot reasonably be attributed to corrosion or to inadvertence by service technicians.

With respect to the jumper servicing the Robb apartment, the evidence is clear and convincing that the Grievant cut the jumper wire while working in the AlA cross-box on the afternoon of July 21, 1988. The probability of ever having an eye witness account of an act committed by a service technician working in an aerially mounted cross-box is obviously very slim, and no such testimony was presented in this matter. But the Grievant's act, as charged by the Company, was convincingly established by overwhelming circumstantial evidence. The AlA cross-box had been thoroughly inspected by Company personnel immediately prior to the Grievant's arrival, and all jumper wires were found to be intact, except for the jumper servicing the Brannen residence which the Grievant had been dispatched to correct. The Grievant was working in the AlA cross-box at the precise moment that dial tone service to the Robb residence was disrupted, as reflected on the Grievant's field tickets. Immediately after the Grievant's departure from the AlA cross-box, it was again inspected by Company personnel who found the Brannen jumpers reconnected and the Robb jumpers cut. The Grievant's simple

denial, in the absence of any other plausible explanation of how the jumpers came to be cut, is not sufficient to overcome the conclusion which logically follows from the proven and undisputed circumstances.

The explanations profferred by the Grievant for his presence at home prior to the end of the workday on July 21, 1988 are not sufficient to relieve him from responsibility for his conduct. The Grievant's statement that he believed all service technicians had standing authorization to return home to change clothes in the event they got wet was contradicted by the testimony of Mr. Smith. In addition, the underlying premise of the entire argument was undercut by Mr. Smith's undisputed testimony that the Grievant, when he exited his home at 6:00 p.m. to move the Company vehicle, was wearing the same clothes he had been wearing earlier in the day. The Grievant's secondary contention, that he was actually engaged in Company business by placing three business-related telephone calls, is hardly sufficient to justify an otherwise unexplained absence from work of more than 70 minutes. Finally, the Grievant's explanation to Mr. Smith of his whereabouts on the afternoon in question as attributable to a "hard locate" suggests that the Grievant himself entertained a sense of guilt about his presence at his home.

The Union presented convincing evidence and argued forcefully that the coding of field tickets is a matter of judgment, and that the Grievant should not be penalized for a good faith error of judgment. On its face, this argument has considerable merit. However, with respect to the two specific instances of miscoding charged by the Company, the codes entered by the Grievant were so fundamentally inconsistent with the nature of the work actually performed as to dispel any contention that they represented good faith errors of judgment. The evidence showed that "0437" is the appropriate disposition code for work performed in a cross-box, whereas the "0415" code used by the Grievant on July 21, 1988 represents repair of a buried cable, and the "0435" code used by the Grievant on July 22, 1988 represents work performed outside of a cross-box. Both of the codes actually used reflect the performance of more time-consuming tasks than the "0437" code.

A most troubling aspect of this matter is the absence of any apparent motive for the Grievant's conduct, and his long record of satisfactory service with the Company. The Company argued that the Grievant's purpose was to "pad" his field tickets so as to create periods of unaccountable time during his workday and ultimately to generate overtime work for himself and others. The evidence showed, however, that the Grievant was not

generally disposed to perform overtime work and that the acts of misconduct charged entailed virtually no opportunity for material gain to the Grievant.

These circumstances make the outcome of these proceedings especially unfortunate, but they do not detract from the seriousness of the Grievant's conduct.

# AWARD

Based upon the evidence, argument, and briefs submitted by the parties, it is determined that the Company had just cause for its action in discharging the Grievant, and accordingly the Grievance is denied.

David B. Poythress

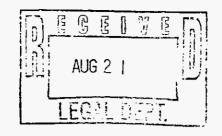
Arbitrator

Date: August 9 1989

THIS SPACE FOR DWA STAFF OFFICE USE ONLY		1		Grievance to Workers o	oetwe⊾ f America and	~ (Adding to the control of the cont	Form 3G3A Front (5-87)
CARD		4.7		vanced Syste vertising and			
INAL DISPOSITION		☐ Bell	lsouth Se	rvices		Grievance Numt	per
CODES		☐ South Central Bell  ★ Southern Bell			To be assigned CWA State Offic	-	
1. Grievance Occurred	Date 08-	-23-88	Specific Loc Melt	cation & State		·····	
2	Department Network	k	*Title Involv	ed # Applicable N/A		Local No.	101
2. **Grieving Employee 7 Or Work Group Involved	Name of Empl Address / Job Title Service	e Tech.			N.C.S. Date 07-69	Department Netwo Seniority Date 07-69	rk
3. Union's Statement 5 of What Happened	Unjust	-Improper 1	termina	ition			
4. Specific Basis of Grievance or Section of Contract Involved		e 11, 18 each; and the failure	of the Compa	any to perform its o	and other	er applicable sections,	the true intent and
5. Date Grievance Filed 7	10-4-	C Origina	ited by: Representative	Muc	hael R a	mos.	10-4-88 Date
6. Company's Statement of What Happened	was involved in cutting cross- customers out of service, as well as falsi				ing cross-coll as falsify	onnects which	ports.
7. Proposed Disposition- Second Level	Termination was justified based upon the employee's actions.						
	Signed: Company Rep	resentative $\mathcal{J}$	12	Mam	<b>7</b> :	10/6/48	Date
8. 🗆 Accepted 🗆 Rejected	X.Appealed			Signed: 7	ive has 1	R. ainos	10-14-88 Date
9. True Intent Question Exists:	☐ Yes ☐ No	·		True Intent Question	on Exists: 🗆 Yes 🗆 No		· · · · · · · · · · · · · · · · · · ·
Signed: Union Representative		Dat	le.	Signed: Company Represe	ntative		Date
10. Authorization to Inspect Personnel Record	Furnished By Union Representation Date 09—	M Amos	Received E Company f	<u> </u>			27-88
12. Proposed Disposition - Third Level	"Company position sustained"						
13. © Accepted G Appealed to [Applicable]	o 4th level (SC8, to contract interp	oresentative SB only) pretation only] the Lines 16 & 17)		Signed: Union Representa	Min	eur V. Keith	Date 2 -10-8
14. Proposed Disposition - Fourth Level	Signed					1-22.	
15.11. Accepted Reported	Company Rep	<del></del>		Sign	red		Date Date

PREPARE 5 COPIES

F33327Z



# EXPEDITED ARBITRATION PROCEDURE

In the matter of arbitration

Between

COMMUNICATIONS WORKERS OF AMERICA

and

Cocoa Beach, Florida

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

\* Award: August 18, 1989

For the Union: James F. Phillips For the Company: Catharine Emerson

The issue in this expedited arbitration case is whether the Company had just cause to discharge Grievant Richard L. Shrader, a Service Technician with approximately 19 years of service. The alleged ground for the discharge is gross misconduct, specifically that the Grievant was guilty of sabotaging Company property and falsifying his time reports. In accordance with the terms of Article 23.02 C4 of the contract, this opinion will be brief and summary. However, it should be noted the arbitrator has carefully reviewed the notes of two days of hearing and the posthearing written submissions of the parties.

In July of 1988 John Montgomery, Manager of Installation and

\*\*\*\*\*\*\*

Maintenance in Brevard County, received a tip from an anonymous source that "something funny" was going on in the crossboxes in the Eau Gallie exchange. These crossboxes, which contain the jumper connections between customers and the Central office to provide dial tone service, are physically located throughout the geographic area served by the Company. When he checked the Daily Craft Work Summaries, Montgomery noticed an unusual number of trouble calls being attributed to defective or cut jumpers in the crossboxes.

Accompanied by Assistant Manager James Smith, Montgomery personally visited eight different cross boxes and discovered a total of nine jumpers that had been cut. Examining the wires he had no doubt that these were not accidental breaks but instead had been deliberately cut by someone. Confronted with this evidence that someone was engaged in sabotaging Company property, Montgomery initiated a security investigation in which five of the eight Service Technicians were dispatched on calls to boxes which were known to contain cut jumpers.

The investigation ran from July 19 to August 4, by which time its existence was known. Grievant was one of three employees to be discharged on the basis of the findings. One of the other two employees was subsequently reinstated with a lesser penalty, while the discharge of the third man has also been submitted to arbitration.

As presented at the hearing, the gist of the case against the Grievant is as follows. On seven occasions he was sent out (Company Exhibit No. 1 lists the seven assignments and details the events surrounding them.) On the first of these assignments Grievant did repair the cross connection and attributed the work to the proper disposition code (0437) on his Outside Plant Field Ticket. However, on the remaining six assignments, he coded the work in five instances to the job of repairing buried cable (0415) and in the sixth instance to an aerial distribution (0414) instead of a broken jumper. He gave no indication on any of his six tickets that he had repaired the cut cross connection.

By reporting the work in the manner he did, Grievant was eligible to receive a higher rate job differential for the time he supposedly spent on that work. In fact, he applied for differential pay for cable repair work on those jobs. That in itself was not unusual. Because of his background and experience, Grievant often received assignments for cable repair when other Service Technicians turned back those troubles. But when Company representatives visited these boxes after the work was performed they found no evidence of digging to reach buried cable on the route from the crossbox to the customer's house, nor in the one instance of aerial distribution did they find any indication of splice closures at the terminal boxes of the poles along the line. Montgomery explained that a standard pit dug to reach buried cable would normally run 4 feet by 3 feet by 3 feet deep.

Both during his interview by the Security Department, and during a walk-through of the work which is in dispute with Smith,

Grievant could offer no explanation of where he performed the work he had reported. He claimed he could not remember where he did the digging, and simply said that whatever work he reported on the forms is the work he actually did.

Finally, according to Montgomery, in at least three instances when Grievant was sent out to crossboxes with known cut jumpers to repair, other cut jumpers were discovered in subsequent inspections by the Company. Since no one else had occasion to be in the crossboxes after Grievant did his work there, this finding indicated to management that Grievant was fixing one cut jumper and at the same time cutting another. connection, management recalled that on an earlier occasion when the Company announced it was cutting down on the amount of overtime work, Grievant angrily said he would get his overtime one And in an earlier conversation with another way or another. employee who mentioned he was finding a lot of cut jumpers in the boxes, Grievant told the other man not to code such work as 0437 but to spend more time routining the subscriber's station and protector.

In support of the grievance, Union witnesses including the Local President Mike Amos and Vice-President Marilyn Lenard testified that Assistant Manager Smith at one point stated there were video tapes of the Grievant cutting jumpers. However, the Company later admitted that no such pictures or videotapes ever existed. Other Union witnesses pointed out that a jumper could be accidentally cut in a crossbox, and that other classifications

like Facility Technicians had the tools to enter the crossboxes and in fact did so on a daily basis. Service Technicians are not the only ones with access to those boxes. Even employees of outside contractors are able to enter the boxes, they said.

Testifying on his own behalf, Grievant reported that Manager Montgomery had threatened "to get him" because of a 1987 incident in which the employee worked Sunday and penalty overtime on a major cable failure. Montgomery apparently felt the overtime was unjustified, though Grievant at hearing detailed the work he had performed. (Montgomery denied that he ever threatened to get the Grievant.)

Regarding the work in arbitration, Grievant admitted that during the security investigation he was unable to remember the exact work reflected on the field tickets he was shown. A few days later when Smith told him they would do a walk-through, Grievant sought to have a Union representative accompany him but the Company denied his request. He took the walk-through under protest. Again he could not remember where he had performed work on the various jobs.

In reviewing the trouble tickets at hearing, Grievant said he remembered to some degree that the "Damaged Encapsulation" he wrote on the field tickets referred to buried service wire which is in shallow earth and leads from the subscriber's service protector to buried cable. For such work, he said, it is not necessary to dig a pit. He simply knived down into the earth with a shovel, opened the grass in a two-foot area, got the serv-

ice wire up, and made the repair. Once the cut was covered up, he said, no one could tell he had been there.

On further examination, he conceded that the phrase "damaged encapsulation" could refer either to shallow or deep cable. At the arbitration hearing he said he specifically remembered that in fact the work under dispute was buried in shallow ground. On cross-examination, he conceded he had not told this to Smith on the walk-through, claiming he was "under duress" at the time.

In rebuttal evidence for the Company, Assistant Manager Marvin Jackson testified that "encapsulation" refers to the point where the service wire meets the buried cable, and that is always two to five feet underground. If on the other hand a Service Technician does work on service wire which is buried in shallow ground he is not entitled to claim the 0415 code. Instead, he must report such work as 0381 which does not provide a pay differential.

Jackson conceded that several years ago there had been some confusion over whether the proper code for shallowly buried wire was 04 cable repair or 03 service wire repair. That confusion was resolved in favor of the 0381 code. In any event, Jackson explained, the repair of service wire has never entitled an employee to the pay differential of cable repairman, and hence Grievant had no right to claim it in the present instance.

\*\*\*\*\*\*

The two major charges against the Grievant are that he deliberately cut jumpers in the crossboxes, and that he utilized

improper codes to falsify work reports and thereby claim pay differentials to which he was not entitled.

In at least three instances, Grievant was sent out on trouble assignments to crossboxes where the Company knew there were cut jumpers. After the Grievant had finished his work, the Company reinspected the boxes (in one instance, only an hour and one-half later) and found that although the original cut jumper was repaired a different jumper had been cut. On that basis the Company concluded the Grievant was sabotaging its property.

The Union argues that the Company has not met its burden of proof to establish that Grievant was the one to cut these jumpers. In the first place, the Union notes there was no direct observation of the Grievant engaged in such acts. Furthermore, the Union points out that other employees (even employees of contractors) have the means of getting into the boxes and therefore it is unfair to blame the Grievant for the damage to the property.

In the final analysis, the issue regarding the charge of sabotage comes down to a hard choice between the circumstantial evidence of Grievant's presence at the boxes before new cut jumpers were discovered (along with his earlier remark about being able to get all the overtime he needed) and, on the other hand, the accessibility of these crossboxes to other employees even if they had no work assignment there (taking into consideration that the benefit of any doubt ought to go to the Grievant).

On a review of the entire case, however, it becomes unneces-

sary to reach any final conclusion about the charge of sabotage. Even if it were to be assumed for purposes of argument that Grievant had no responsibility for the cut jumpers in the crossboxes, the record amply supports the conclusion on the Company's second charge that the Grievant falsely reported he performed work justifying a pay differential when in truth he had not done any such work. That conduct by itself supports the decision to discharge.

On six occasions when sent out to a box with a cut jumper, Grievant made the necessary repair but then coded his work as "Cable--Buried Distribution" (0415) or "Cable-Aerial Distribution" (0414). Asked during the security investigation and on the walk-through to explain where he had performed the digging for the buried cable or the work on the aerial distribution, Grievant was unable to provide any answer. He also professed not to remember whether there had been cut jumpers in the crossboxes he worked in. At the arbitration hearing, he finally claimed to remember that his digging involved service wire rather than cable. However, such work would not have entitled him to claim the pay differential that he did. it simply is beyond credibility that Grievant could not remember in any of the six jobs where along the route to the customer's home he had performed the work for which he claimed the differential. In short, the evidence compels the finding that Grievant on the cited occasions claimed pay differentials to which he was not entitled. Considering all the circumstances of

the case, that made him vulnerable to discharge.

In its post-hearing brief the Union maintains that the Company did not conduct a complete or fair investigation, and that Manager Montgomery was "out to get" the Grievant. In the arbitrator's judgment, the record does not support such charges. Moreover, it may be assumed (again, for the sake of argument) that the Company's denial of Grievant's request for a Union representative to accompany him on the walk-through with Smith constituted a technical violation of the employee's rights under the federal labor statute. Nevertheless, for reasons cited in the Company brief, such a violation would not afford any grounds for setting aside the discharge in the present case.

After a review of all the evidence and arguments, the arbitrator is forced to conclude that the Company had just cause to discharge the Grievant. The grievance is denied.

# **AWARD**

The grievance is denied.

Respectfully submitted,

John E. Dunsford

Arbitrator

HIS SPACE FOR MIN STATE OFFICE SE NEY.						Grievanc		- <del>-</del> :	· Sexpe	Form 3G3A Front (5-87)
ECEIVEO					•			nerica and		
ARD						ranced Sy				
· · · · · · · · · · · · · · · · · · ·		<del></del>		] Bell:	south Adv	rertising a	nd Publ	lishing		
NAL DISPOSITION				☐ Bellsouth Services				· ·	Grievance Number	
	-			☐ South Central Bell ←						
ODES			Æ	<b>¥</b> Sou	thern Bell				To be assigned by	
									CWA State Office	
1. Grievance	Date	Specific Loca				lbourne, Florida				
Occurred		08-24-88					, FIC	)[Ida	Local No.	
	21	Department *Tide Involv				n/A			3101	
	- 0	Name of Empl		Group	L		1/		Department	
2, **Grieving Employe Or Work Group	• 3	Addre	<b>5700 0</b> 13,110011	- Erese					Network	:
Involved	4	Job Title		<u>-</u> _			N.C.S	S. Date	Seniority Date	
	5	Service	e Tech.				10-	-67	10-67	
3. Union's Statement	(0	Un just-			ermina	tion				
of What										
Happened										
							<del></del>			
4. Specific Basis of	1	Article	2 11, 1	.8				<u> </u>		
Grievance or Section of Contract Involved			and other applicable sections, the true intent and eaning of each; and the failure of the Company to perform its obligations thereunder.							
of Contract Involved	<u> </u>	meaning of e	ach; and the			ny to periorin	its obligati	ions thereunder.		16 11 505
S. Date Grievance File	48,	Union Representative						no /	Date	
6. Company's	9	was involved in cutting cross-connects which put								
Statement		custome	ustomers out of service, as well as falsifying time reports.							
of What Happened										
			<del></del>							
7. Proposed		Termina	Termination is justified based upon the employee's actions.							
Disposition- Second Level										
Second Lave.		Signed All All								
		Signed: Company Rep	recentative .	21.,	4. As	Time	$\supset$		10/6/88	Date
<del> </del>		<del></del>	rescritative .		77 - 0 - 1	Signed:	m	hael R. am	ws	0-14-88
8. ☐ Accepted ☐ Reject	cted	Appealed			ļ	Union Repres		maer 11. out		Date
9. True Intent Question i	Exists:	☐Yes ☐No	<del>-</del>	-		True Intent Q	uestion Exis	sts: ☐ Yes ☐ No		
Cinnodi		<del></del>				Signed:				
Signed: Union Representative				Dat	le !	Company Re	presentative	e		Date
10. Authorization to		Furnished By		5	Received B	rJ. Mon	tgome	Ty1. Union First		
Inspect Personnel		Union Repres	entative	Company Representat			Second Level			7–88
Record			06-88		1 09	9 <u>-06-88</u>		000000		Date
12. Proposed		"Company position sustained"								
Disposition -										
Third Level										
		Signed:		r				Miller	un 1	134 189
		Company Res				1		- MARKE	COP -	000 101
13. ☐ Accepted ☐ Appe	ated t	o 4th level (SCB, to contract inter	SB only)			Signed:		1995 - 1995 1995 - 1995 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1	المنافق والمواجع	22 10
[Appi	ncabie	5 to compact mice	ee Lines 16 & 1	17)		Union Repre	sentative			Date
		T				J				
14. Proposed Disposition -										
Fourth Level						<del></del>				
		Signed:								
		Company Re	presentative							Date
15 C1 & = control - C1 D - c	~ 1: -/1	C Activization Re	auested				Signed			
The Country of the	C Accepted □ Rejected □ Arbitration Requested					Union Rec	<u> Dresentitive</u>		Date	

PREPARE 5 COPIES

## SPECIAL SETTLEMENT

#### TRIEVANCE

- EMPLOYEE WILL BE REINSTATED TO FORMER TITLE AND EXCHANGE AS OF 5/15/89.
- ENTRY IN RECORD WILL BE DATED 8/24/88 AND READ AS FOLLOWS;
  - "SUSPENDED EMPLOYEE FOR 30 DAYS (8/24/88 -9/22/88) FOR IMPROPER HANDLING OF COMPANY WORK AND TIME REPORTS AND FOR PERSONAL INVOLVEMENT IN IMPROPER HANDLING OF CERTAIN OUT OF SERVICE TROUBLE CONDITIONS. NO FURTHER PROBLEMS IN THIS REGARD ARE EXPECTED AND AS SUCH WON'T BE ACCEPTABLE".
- BACK PAY FOLLOWING SUSPENSION PERIOD WILL BE PER ARTICLE 11 PROVISIONS, INCLUDING 1988 TIA FACTOR.
- EMPLOYEE'S NCS/SENIORITY DATES ARE NOT TO BE EFFECTED.
- EMPLOYEE'S DEPARTMENT WILL HANDLE RETURN TO WORK DETAILS WITH EMPLOYEE. PERSONNEL AND COMPTROLLERS WILL HANDLE PAY MATTER.
- FOR 1989 ONLY, EMPLOYEE TO RECEIVE 2 WEEKS VP AND 4 "OTHER" DAYS (2EWD, 2HU).

Aleman SOUTHERN BELL TEL. CO.

REPARE 5 COPIES THIS SPACE FOR JUL 17 REC'D CWA DISTRICT OFFICE USE ONLY. AUG 21 1985 Form 3G3/ RECEIVED Front (8-80 CARD\_ COMMUNICATIONS WDRKERS OF AMERIGRECORD OF Grievance between FINAL DISPOSITION. Drange Park Communications Workers of America and CODES. Southern Bell Telephone & Telegraph Company To be essigned by CWA District Office Specific Location & State Date 05-10-85 Panama City, FL 32401 Grievance Title Involved If Applicable Local No. Occurred Department Service Tech. Distribution 3114 Department Name of Emr \*\*\*\* or Work Group Address Grieving Distribution Employee Or Work Group N.C.S. Date Seniority Date Job Title Service Tech. D4-11-66 04-11-66 Involved Union's Statement Suspension of What Happened Specific Basis of Article 1 and any other that may apply. Grievance or Section of Contract Involved Originated by: 5. Date Grievance Filed 05-16-85 Union Representative Tom Reid The employee was suspended for four days and six hours for misconduct associated with the mishandling of a customer trouble report. Companys Statement of What Happened The seriousness of the misconduct associated with the mishandling of a customer trouble report was justification for the employees suspension. Proposed discipline was for just cause. Disposition -Second Level (Local) Company Representative 8. Accepted Rejected Appealed Union Representative True Intent Question Exists: Yes No \$. True Intent Question Exists: Yes No Signed: Staned: Company Representative Date Union Representative Furnished By: Received By: 11. Union Representative Company Representative Union First Authorization to Requested Meeting -Inspect Personnel Date Date Second Level Date Record The suspension will be rescinded. The following entry will be placed in the 12. records: "Warned employee concerning the proper handling of a customer troul Proposed Disposition report regarding customer access." Third Level (State) Company Representative Date 13. Accepted Rejected Appealed Date 9/2 (See Lines 16 & 17) Proposed Disposition -Fauch Level Signed (Executive) Date Company Representative Signed 15. Accepted Rejected Arbitration Requested Union Representative Date

THIS SPACE FOR CWA STAFF OFFICE USE ONLY RECEIVED		<ul> <li>Record of Grievance betwee</li> <li>Communications Workers of America and</li> </ul>						Form 3G3A Front (5-87)	
CARO		☐ Bellsouth Advanced☐ Bellsouth Advertisin☐ Bellsouth Services☐			tising and Publishing			OCAL GRIEVANCE NO. BOC 60-195	
CODES		☐ Sout	ıl Bell	l Bell					
		II 000			<del>,,,</del>		To be assigned by CWA State Office		
1. Grievance Occurred	Date		MIAMI	FLA.		· 	Local No.		
. 2	Department NEIWORK		*Title Involved If Applicable. S.T.				3121		
2. **Grieving Employee Or Work Group Involved		ee or Work Group	***	and a second	01-	Onto 12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Department Seniority Date	NETWORK	
3. Union's Statement of What Happened	Unjust te	emination			1				
4. Specific Basis of Grievance or Section of Contract Involved	Article 11	h; and the failure of	the Compa	iny to perform	n its obligatio		plicable sections, th	e true intent and	
5. Date Grievance Filed	10-15 <del>-9</del> 0	44	epresentative		_	Cotton		<b>パー2 02.9</b> C Date	
6. Company's Statement of What Happened	·				ssociate	d with falsified	trouble repor	<b>*ts.</b>	
7. Proposed Disposition-	The termination is upheld.								
Second Level	Signed: Company Repres		bline	Ha.	edist		11-20-9		
8. ☐ Accepted ☐ Rejected				Signed: Union Repre	7		Collo	Date / 2 - 7 - 90	
9. True Intent Question Exists	∷ O Yes □ No			True Intent (	uestion Exist	E O YES ONO			
Signed: Union Representative		Date		Signed: Company Re	epresentative			Date	
10. Authorization to Inspect Personnel Record	Furnished By: Union Represent Date	atve	Received B Company R Date	y: Representative		11, Union First Requested Meeti Second Level	ng - 10 <b>-1</b> 5	5-90 Date	
12. Proposed Disposition - Third Level	Signed:								
13. C Accepted C Appealed	Company Repres to 4th level (SCB, SB			Signed:				Date	
	e to contract interpre			Union Repn	esentative			Оасө	
14. Proposed Disposition - Fourth Level					···				
	Signed: Company Repre-	sentatives						Date	
15. © Accepted - □ Rejected	— В Агрімероп Неярис	Sted			Sign <del>o</del> a: Union Henri	esen aliva		Oate	

PREPARE 5 COPIES

maga277

00000**39** 

THIS SPACE FOR CWA STAFF OFFICE USE ONLY. RECEIVED		Record of Grievance betwee  Communications Workers of America and  Bellsouth Advanced Systems						Form 3G3A Front(5-87)
FINAL DISPOSITION		d:			Grievance Number  To be assigned by			
1. Grievance Occurred	Department NETWOR	OCTOBER 10,1990 MIAMI, FLORIDA			CWA State Office  Local No.	,		
2. **Grieving Employee Or Work Group Involved	Address Job Title	oyee or Work Group  TO THE STREET	CTAN			S. Date TARY 8, 1979	Department NETWORK Seniority Date TANUARY 8	. 1979:-
3. Union's Statement of What	TMPROPE	R TERMINATIO	<b>u</b>					
4. Specific Basis of Grievance or Section of Contract Involved	meaning of ea	ach; and the failure o			ı its obligat	and other app	licable sections, the	true intent and
5. Date Grievance Filed  6. Company's Statement of What Happened	Originated by:  10/29/90 Union Representative GEDRGE MORAT  Employee terminated for misconduct.					D	10/29	
7. Proposed Disposition- Second Level	Termination is sustained.							
8. 🗆 Accepted 🗆 Rejected	Signed: Company Reprint	esentative		Signed: Union Repre	7/4	HOM)	A 10 6	1-28-90 ate
9. True Intent Question Exists:	☐Yes ☐No			True Intent C		ss: C) Yes C/No		
Signed: Union Representative  10. Authorization to Inspect Personnel Record	Furnished By: Union Represed	Date	Received B	Signed: Company Re by: Representative	presentative	11. Union First Requested Meeting Second Level	g -	ate
12. Proposed Disposition - Third Level								
[Applicable	Signed: Company Reconstant level (SCB, Signed) to contract interpr	B only) retation only)		Signed:				ate .
Rejected G Arbitration F  14. Proposed Disposition - Fourth Level	equested (See	a Lines 16 & 17)		Union Repre	semative		0	ate
15. ① Accepted - ① Rejected - I	Signed: Company Repre	Tr			Signed:		α	ate
					Haina Bank	*******	0	31.1

PREPARE 5 COPIES

9999640

Stapp 27th
RCC Stem 5 8

# REDACTED

Southern Bell Telephone and Telegraph Company Florida Public Service Commission Docket No. 910163-TL Public Counsel's Third Set of Interrogatories Item No. 18 Page 1 of 1

REQUEST: Please provide the name, address, and telephone number of each customer with a repair service order, form or record that, to your knowledge, information or belief, was changed from "test OK" to "out of service." Please also provide the dates over which the repair was accomplished or attempted.

RESPONSE: To the extent that this interrogatory seeks information relating to Southern Bell's internal investigation regarding the subject matter of this docket, Southern Bell first notes that this investigation is not yet complete and thus this interrogatory is premature. Moreover, Southern Bell objects at this time to this interrogatory on the ground that to the extent that such information is contained in that internal investigation such information is privileged as attorney work product. Disregarding what may or may not be contained in the internal investigation, please see Attachment I appended hereto.

INFORMATION PROVIDED BY: R. H. Lee, Jr., Manager

Room 36M66

675 W. Peachtree Street, N.E.

io R anthony

Southern Bell Telephone and Telegraph Company Florida Public Service Commission Docket No. 910163-TL Public Counsel's Third Set of Interrogatories Item No. 18 - Attachment I Page 1 of 5

The following list of accounts are the ones scored as errors during the North Dade Procedure and Statusing Review for the period August 1, 1990 to August 31, 1990. All errors resulted because the reports did not qualify for out of service scoring per existing guidelines and practices. All reports scored as errors were closed between August 27, 1991 and August 31, 1991 even though the whole month was sampled.

INFORMATION PROVIDED BY: R. H. Lee, Jr., Manager
Room 36M66
675 W. Peachtree Street, N.E.
Atlanta, GA 30375

# ATTACHMENT 1

# INFORMATION REDACTED

(305) 651-5208 ユヌ 4.507 (305) 652-2169 (305) 652-5045 (305) 652-8082 1 % 15 (305) 653-6878 16 17 (305) 681-0370 : 0 .5 € <u>] (305) 685-2883</u> রূ হ 23 ₹ (305) 685-6012 ३१ 29 25 39 (305) 687-0051 30 (305) 688-0502 31 32 33 (305) 688-9727 34 35 3( (305) 770-1348 72 35 34 (305) 822-8100  $L_i'$ :  $\mu^{2}_{3}$  (305) 823-6281 44

3 3	(305)	825-0164
4 5 6	(305)	826-9432
70	(305)	827-4527
16 11 12 13 14	(305)	828-6051
15/10/18	(305)	884-2424
19 20 21	(305)	885-0135
22 23 24	(305)	887-4876
25 26 29		888-0050
J. 2 2 2 1	(305)	889-0114
32 33 34	(305)	931-8451
35 31 37	(305)	935-3735

Southern Bell Telephone and Telegraph Company
Florida Public Service Commission
Docket No. 910163-TL
Public Counsel's Third Set of
Interrogatories
Item No. 20
Page 1 of 1

REQUEST: Please provide the name, address, and telephone number of each customer with a repair service order, form or record that, to your knowledge, information or belief, was fictitious in any respect. Please also provide the dates over which the repair was reported, accomplished or attempted.

RESPONSE: To the extent that this interrogatory seeks information relating to Southern Bell's internal investigation regarding the subject matter of this docket, Southern Bell first notes that this investigation is not yet complete and thus this interrogatory is premature. Moreover, Southern Bell objects at this time to this interrogatory on the ground that to the extent that such information is contained in that internal investigation such information is privileged as attorney work product. Disregarding what may or may not be contained in the internal investigation, please see Attachments I and II appended hereto.

INFORMATION PROVIDED BY: R. H. Lee, Jr., Manager

Room 36M66

675 W. Peachtree Street, N.E.

Atlanta, GA 30375

F03B27Z

Southern Bell Telephone and Telegraph Company Florida Public Service Commission Docket No. 910163-TL Public Counsel's Third Set of Interrogatories Item No. 20 - Attachment I Page 1 of 4

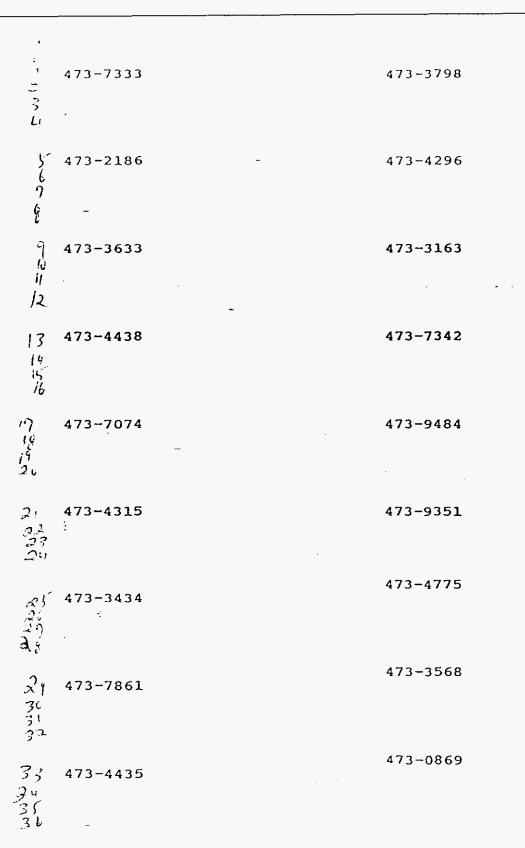
The attached list provides this information for the period September 1, 1990 through September 30, 1990. It is related to the Gainesville IMC.

INFORMATION PROVIDED BY: R. H. Lee, Jr., Manager
Room 36M66
675 W. Peachtree Street, N.E.

Atlanta, GA 30375

# ATTACHMENT 1

INFORMATION REDACTED



1 2, 3 1,	472-6247		·	472-3536
5 67 6	472-4223		-	472-4363
9 10 11 12	472-3612			472-4638
13	472-2228			472-2738
17	472-4112			472-2106
X 5 2 2 X	472-4541	·		472-6325
35 55 55 55 55 55	472-3558			472-3121
74 33 34	472-2975			472-3266
33 34 35 36	472-2370			

481-2804 481-9247 481-4122 |L| 481-4591 || | | | | | 481-2685 22 481-7030 33 24 25 26 481-2149 27 2₹ 2₹ 481-7018 31 481-4564 31 31 31

481-2593 481-2951 481-2201

Southern Bell Telephone and Telegraph Company
Florida Public Service Commission
Docket No. 910163-TL
Public Counsel's Third Set of
Interrogatories
Item No. 20 - Attachment II
Page 1 of 2

The attached list provides this information for the period September, 1989 through December, 1990. It is related to the Jacksonville IMC.

INFORMATION PROVIDED BY: R. H. Lee, Jr., Manager

Room 36M66

675 W. Peachtree Street, N.E.

Atlanta, GA 30375

# ATTACHMENT 2

# INFORMATION REDACTED

## ATTACHMENT II

904-247-9860	904-233-0503
904-249-1771	904-233-2051
904-246-7943	904-235-0366
904-247-1732	904-263-3538
904-249-9798	904-263-3816
904-249-4789	904-539-5632
904-241-7970	904-539-9384
904-246-7877	904-539-5318
904-241-9282	
904-241-9282	
904-249-7552	
904-246-6582	
	904-249-1771 904-246-7943 904-247-1732 904-249-9798 904-249-4789 904-241-7970 904-246-7877 904-241-9282 904-241-9282 904-249-7552



Staff 27th P RCC Stem5

Southern Bell Telephone and Telegraph Company Florida Public Service Commission Docket No. 910163-TL Public Counsel's Third Set of Interrogatories Item No. 18 Page 1 of 1

REQUEST: Please provide the name, address, and telephone number of each customer with a repair service order, form or record that, to your knowledge, information or belief, was changed from "test OK" to "out of service." Please also provide the dates over which the repair was accomplished or attempted.

RESPONSE: To the extent that this interrogatory seeks information relating to Southern Bell's internal investigation regarding the subject matter of this docket, Southern Bell first notes that this investigation is not yet complete and thus this interrogatory is premature. Moreover, Southern Bell objects at this time to this interrogatory on the ground that to the extent that such information is contained in that internal investigation such information is privileged as attorney work product. Disregarding what may or may not be contained in the internal investigation, please see Attachment I appended hereto.

INFORMATION PROVIDED BY: R. H. Lee

R. H. Lee, Jr., Manager

Room 36M66

675 W. Peachtree Street, N.E.

Atlanta, GA 30375

ATTOPNEY

Southern Bell Telephone and Telegraph Company Florida Public Service Commission Docket No. 910163-TL Public Counsel's Third Set of Interrogatories Item No. 18 - Attachment I Page 1 of 5

The following list of accounts are the ones scored as errors during the North Dade Procedure and Statusing Review for the period August 1, 1990 to August 31, 1990. All errors resulted because the reports did not qualify for out of service scoring per existing guidelines and practices. All reports scored as errors were closed between August 27, 1991 and August 31, 1991 even though the whole month was sampled.

INFORMATION PROVIDED BY: R. H. Lee, Jr., Manager
Room 36M66
675 W. Peachtree Street, N.E.
Atlanta, GA 30375

## ATTACHMENT 1

INFORMATION REDACTED

```
12345675910
      (305) 477-1813
      (305) 556-8907
      (305) 558-0074
      (305) 558-5234
      (305) 591-3091
      (305) 591-5611
      (305) 592-7777
23
      (305) 620-0688
300
      (305) 620-4620
 30
      (305) 620-8699
 33
34
35
      (305) 621-5423
  36
      (305) 625-1096
      (305) 625-8728
      (305) 651-1425
  4H
                      1, .
```

! 2 2	(305)	825-0164
4 5 6	(305)	826-9432
المالية المالية	(305)	827-4527
10 h 12/3	(305)	828-6051
14 15 117	(305)	884-2424
18 19 20 21	(305)	885-0135
72 23 24	(305)	887-4876
25 26 29	(305)	888-0050
1, 25 th 12. 2	(305)	889-0114
32 33	(305)	931-8451
35 35 37	(305)	935-3735

Southern Bell Telephone and Telegraph Company Florida Public Service Commission Docket No. 910163-TL Public Counsel's Third Set of Interrogatories Item No. 20 Page 1 of 1

REQUEST: Please provide the name, address, and telephone number of each customer with a repair service order, form or record that, to your knowledge, information or belief, was fictitious in any respect. Please also provide the dates over which the repair was reported, accomplished or attempted.

RESPONSE: To the extent that this interrogatory seeks information relating to Southern Bell's internal investigation regarding the subject matter of this docket, Southern Bell first notes that this investigation is not yet complete and thus this interrogatory is premature. Moreover, Southern Bell objects at this time to this interrogatory on the ground that to the extent that such information is contained in that internal investigation such information is privileged as attorney work product. Disregarding what may or may not be contained in the internal investigation, please see Attachments I and II appended hereto.

INFORMATION PROVIDED BY:

R. H. Lee, Jr., Manager

Room 36M66

675 W. Peachtree Street, N.E.

Atlanta, GA 30375

Southern Bell Telephone and Telegraph Company Florida Public Service Commission Docket No. 910163-TL Public Counsel's Third Set of Interrogatories Item No. 20 - Attachment I Page 1 of 4

The attached list provides this information for the period September 1, 1990 through September 30, 1990. It is related to the Gainesville IMC.

INFORMATION PROVIDED BY: R. H. Lee, Jr., Manager

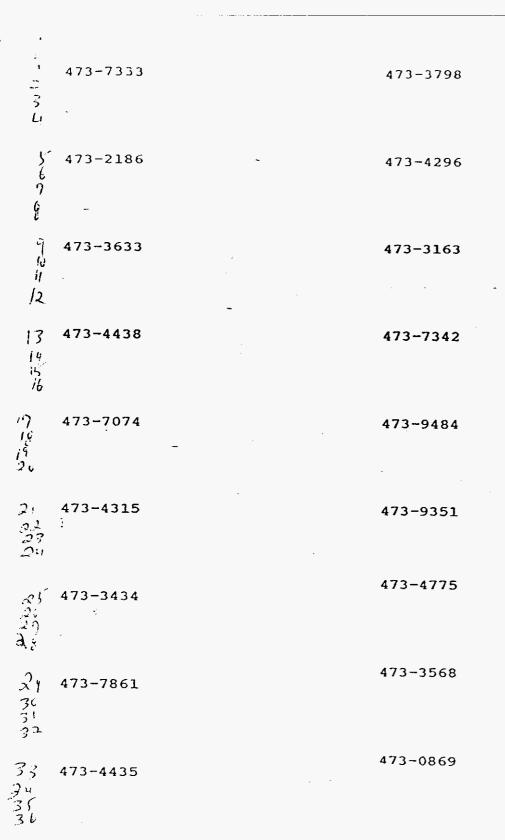
Room 36M66

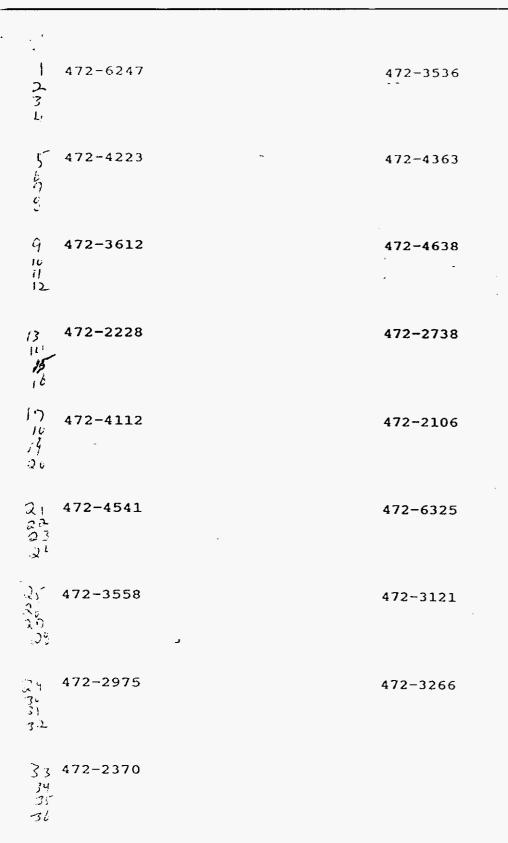
675 W. Peachtree Street, N.E.

Atlanta, GA 30375

## ATTACHMENT 1

## INFORMATION REDACTED





481-2804 कित व्यन 481-9247 481-4122 |U 481-4591 |K | () | () 481-2685 5000 S 481-7030 26 481-2149 27 23 24 30 481-7018 31 33 33

31 481-4564 31 34 31 31 481-2593 481-2951 481-2201

F03B27Z

Southern Bell Telephone and Telegraph Company
Florida Public Service Commission
Docket No. 910163-TL
Public Counsel's Third Set of
Interrogatories
Item No. 20 - Attachment II
Page 1 of 2

The attached list provides this information for the period September, 1989 through December, 1990. It is related to the Jacksonville IMC.

INFORMATION PROVIDED BY: R. H. Lee, Jr., Manager
Room 36M66
675 W. Peachtree Street, N.E.
Atlanta, GA 30375

#### ATTACHMENT 2

## INFORMATION REDACTED

#### ATTACHMENT II

i 2	904-247-9860	904-233-0503
3 L	904-249-1771	904-233-2051
5	904-246-7943	904-235-0366
7 6	904-247-1732	904-263-3538
e IU	904-249-9798	904-263-3816
112	904-249-4789	904-539-5632
1.3 [4]	904-241-7970	904-539-9384
15	904-246-7877	904-539-5318
17	904-241-9282	
14 20	904-241-9282	
3: J:	904-249-7552	
-	904-246-6582	

# REDACTED

Staff 27 Otember



AT&T Bell Laboratories, Inc. PROGRAM APPLICATION INSTRUCTION

PA-2P060-01-LMOSJOB2 Issue 6.0, December, 1988 Generic G6

Entire Document Proprietary

## REDACTED

Out, Des

R

AT&T Bell Laboratories, Inc. PROGRAM APPLICATION INSTRUCTION

PA-2P060-01-LMOSJOB2 Issue 6.0, December, 1988 Generic G6

Entire Document Proprietary

sign and