

CWA LOCAL 3645

Date: July 21, 2022,

TO: CWA Local 3645 Members

From: CWA Local 3645

Subject: System Board Hearings

On July 20th, 2022, CWA Local 3645 held the System Board of Adjustment in CLT.

CWA Local 3645 filed an Et Al (means it covers all agents affected) contract violation Art. 8, F. 1&2 against the FLO station. The Union rep said the Florence station was violating the Mando shift extension by not formally telling each agent they are mandated, therefore violating the 1-hour notice required by contract and the immediate time and ½ that they should have received. The agents are told that if the flight is delayed they just know they have to stay late. The Company argued that they never use the word Mando because they don't like that word and since they were the last agents of the night, they know they have to stay. After review of the facts presented the Board ruled that all agents who worked past their shift time for the last flight of the day from May 3-May 23, 2022 for delays known to the Company more than one hour should be paid time and ½ based on article 8, F 1-2.

An agent from FLO filed a contract violation grievance for Article 8 F 1&2. The agent said the Company failed to give them an hour's notice for two separate days in May. One for a delayed CLT flight and another for late RON cleaning. Agent was told that all agents know they have to stay but the agent wanted to be paid the contractual time and ½ for not being notified. The Union rep presented the flifo on the flight to show that the Company knew more than an hour prior that the inbound CLT flight was delayed. The Company stated that all agents know if a flight is delayed they have to stay. The Board ruled on 5/23/22 the agent should be paid time and ½ for the 1.5 hours they stayed after their shift based on no notification of overtime one hour prior. For 5/9/22, management must check for flight schedule irregularities or inbound flight irregularities one hour prior to cleaning agents' out-time to provide proper notice to cleaning agents of mandatory overtime.

An agent from CLT was appealing 3 dependability points and vacation time/sick time that was taken for one day. The Company argued that the dependability points were given according to the Piedmont Dependability policy as normal. The agent started feeling Covid symptoms on a Sunday and because the agent is a veteran, the VA is not open on Sundays. The agent went to the doctor on Monday and tested positive but the doctor would not backdate the agent's note for Sunday.

The agent argued per the safety protocol, they called out in an effort to not expose other agents. The agent felt that because they did test positive, the Sunday should be factored in to their medical leave. The PT agent had an 8-hour shift. The Company used their remaining 7 hours for sick time and a full 10-hour DAT day to cover the 1 hour left on their shift. The board ruled to remove the 3 points if the agent was willing to get reimbursed 7 hours of sick time in lieu of being reimbursed financially for the 10 hours of DAT vacation for 6/5/22 but the agent would be granted 10 hours of unpaid vacation time to use for a future date.

In Unity,

Donielle Prophete – President
Darryle Williams – Executive Vice President
Douglas Christian – Vice President
Shaquelle Baker – Secretary/Treasurer

