

IN THE MATTER OF )  
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)  
SOUTHWEST AIRLINES CO. )  
)  
)  
and )  
)  
TRANSPORT WORKERS UNION OF )  
AMERICA, AFL-CIO, LOCAL 555 )

Case No. LIT-O-1286/19

██████████  
Med-arb

Before Matthew M. Franckiewicz, Arbitrator

### Discussion

The only question addressed in this decision is whether the Company violated the time frame specified in Article Twenty Section One G.1.a.

By memo dated May 14, 2019, Little Rock Station Manager Gwen Haniff notified Grievant ██████████ to attend a fact finding the following day. The memo states “This meeting will be held to discuss screening procedures for a shipment on Monday, March 11, 2019.” Whatever Grievant ██████████ is alleged to have done or failed to do on March 11, 2019 is not part of the current record, since this aspect of the case deals only with time frames.

Leadership at Little Rock conducts what can be called spot checks of screening procedures, sometimes by observing employees in real time, and sometimes by watching video after the fact. There is no dispute that no one at Little Rock observed what the Grievant did or failed to do on March 11, 2019.

A Company Cargo Compliance Specialist conducts audits from time to time of, among other things, screening procedures. Such an audit, which was conducted on May 7, 2019, included an observation of the Grievant on March 11, which prompted the notice of fact finding.

While the video existed as of March 11, and could have been viewed as early as March 11, there is no dispute that the video was not in fact viewed until May 7. Under Article Twenty Section One G.1.a, the ten day period for issuing a notice of fact finding begins “from the time the Company becomes aware of the incident” and not from when the Company could have, or even should have, become aware of the incident. In this case, although the Company had the capability to learn of the incident as early as March 11, in fact it did not become aware of the incident until May 7.

The notice of fact finding issued on May 14 was thus within ten days of the “aware” date, and therefore was within the required time frame.

## Award

The Company did not violate the time frame specified in Article Twenty, Section One G.1.a.

Issued September 14, 2019

Matthew M Franchewing