

ARBITRATION AWARD

IN THE MATTER OF ARBITRATION BETWEEN

SOUTHWEST AIRLINES COMPANY,)	
)	
COMPANY)	
)	Issue: Discharge
And)	
)	Grievance No. MDW-O-2197/16
)	
TRANSPORT WORKERS UNION)	Grievant: Agent A
LOCAL UNION 555 AFL-CIO)	
)	
UNION)	

DATE OF DISCHARGE: October 28, 2016

DATE OF HEARING: January 25, 2017

DATE OF CLOSING OF THE RECORD: March 10, 2017

DATE OF DECISION AND AWARD: April 3, 2017

APPEARANCES:

COMPANY: Samantha Barlow Martinez, Esq.

UNION: Randy Barnes, District III Representative

ARBITRATOR: Thomas A. Cipolla

I. BACKGROUND

Southwest Airlines Company (hereinafter “Company”) and the Transport Workers Union of America, AFL-CIO Local 555 (hereinafter, “Union”), are parties to a collective bargaining agreement (or, “CBA”) in force at all times relevant herein. The Union is the sole and exclusive bargaining agent for employees of the Company based in the United States, its territories and possessions who comprise the class and craft of Ramp, Operations, Provisioning and Freight Agents. Agent A (hereinafter, “Grievant”) was employed by the Company as an Operations Agent at the Chicago-Midway Airport (or, “MDW”). As such, she is covered by the collective bargaining agreement in force.

The Grievant worked for the Company for approximately one year and two months until her termination on October 28, 2016 for not following proper protocol for a Customer’s lost and found item (a cellphone); for not being honest in her statement regarding the incident; and, for repeatedly attempting to contact the Customer regarding this matter. The Union filed a timely grievance, and the matter went through the grievance procedure to arbitration.

A hearing was held on January 25, 2017 in a conference room at the Doubletree Inn at Love Field in Dallas. The parties were represented as indicated on the cover sheet. They made argument, examined and cross-examined witnesses, introduced documentary evidence, filed post-hearing briefs and otherwise presented their cases in full. A transcript of the hearing was made by certified court reporter. Finally, the Grievant was present during the entire hearing.

II. ISSUE

Was the Grievant discharged for just cause, and if not, what is the appropriate remedy?

III. RELEVANT DOCUMENTS

Excerpts from the Agreement - Joint Exhibit # 1

ARTICLE TWO SCOPE OF AGREEMENT

C. **Reasonable Work Rules.** Employees covered by this Agreement shall be governed by all reasonable Company rules and regulations previously or hereafter issued by proper authority of the Company which are not in conflict with the terms and conditions of this Agreement and

which have been made available to covered Employees and the Union Office prior to becoming effective.

D. **Management Rights.** The right to manage and direct the work force, subject to the provisions of this Agreement, is vested in and retained by the Company.

**ARTICLE TWENTY
GRIEVANCE/ SYSTEM BOARD/ARBITRATION
DISCIPLINE AND DISCHARGE**

**SECTION ONE
PROCEDURES**

A. **Purpose.** No Employee who has passed his probationary period shall be disciplined to the extent of loss of pay or discharge without just cause.

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L. **Arbitration/Function and Jurisdiction**

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15. **Arbitration/Function and Jurisdiction.** The functions and jurisdiction of the Arbitrator shall be as fixed and limited by the Agreement. He shall have no power to change, add to, or delete its terms, and shall have jurisdiction only to determine issues involving the interpretation or application of this Agreement. Any matter coming before the Arbitrator, which is not within said jurisdiction, shall be returned to the parties without decision or recommendation. In the event any disciplinary action taken by the Company is made the subject of proceedings, the Arbitrator's authority shall, in addition to the limitation set forth herein, be limited to the determination of the question of whether the Employee(s) involved were disciplined for just cause. If the Arbitrator finds that the penalty assessed by the Company was arbitrary or unreasonable, she/he may modify or remove the penalty.

Excerpts from the Ground Operations Employee Handbook – Company Exhibit #11

3.2 Basic Principles of Conduct

Each Employee is expected to be familiar with and adhere to all Company policies and procedures. Any violation of the following will be grounds for disciplinary action. Discipline may range from a reprimand to discharge, depending on the particular violation and the circumstances. The following list is meant to be representative only, and in no way is it intended to be a complete list of all violations of our Basic Principles of Conduct.

13. Act of theft or dishonesty, including knowingly presenting to the Company falsified information.

14. Performing your job in a careless, negligent or unsatisfactory manner.

25. Southwest does not want to interfere in the personal affairs of Employees, however, conduct on or off the job which is detrimental to the Company's interest including unacceptable or immoral behavior on Company property or any adverse conduct that reflects on the Company, whether on or off duty, may be cause for immediate dismissal.

26. It is the responsibility of all Southwest Airlines Employees to protect the interests and privacy of our revenue and nonrevenue Customers and Coworkers. You may not inappropriately discuss, solicit, disclose, or use for your personal benefit information in Company records, files, or databases, such as Rapid Rewards Member Information, Passenger Name Records (reservations), refund or credit card transactions, Employee/Customer correspondence, personnel files, or work schedules. Refer to the Ground Operations Manual for more information.

Excerpts from Lost and Found Procedures – Company Exhibit #13

It is very important that we take special care of any Lost and Found items, and do our best to secure these items in hopes of reuniting them with Customer(s) that lost them

* * * * *

High Value Items, for ex. Electronics, jewelry, purses, wallets, money, etc. are to be turned over to an Ops Suprv or CSS immediately

* * * * *

******We are never to contact a Customer on a Lost and Found item. Lost and Found is sent daily to HDQ, and a company handles all correspondence regarding Lost and Found.**

Any Customer missing an item should be directed to an online form that is located on: southwest.com/Customer Service/Lost and Found

IV. SUMMARY POSITIONS OF THE PARTIES

A. COMPANY

In October 2016, Southwest terminated the Grievant after she found a customer's lost cell phone, failed to follow procedures for its return, and then engaged in an extended cover-up of her actions, which culminated in her reaching out post-suspension to the customer to "see ... what was going on."

The Union claimed that the Grievant simply was trying to "go the extra mile" for the customer, an attitude famously embraced at Southwest. But the Company proved otherwise. The Grievant improperly accepted a gratuity from the customer for her return of the phone. Once she discovered she should not make this type of private arrangement for return, she refunded the money and turned in the phone without a full explanation to her supervisor. She

advised the customer to follow up with the station, but she gave no specific instructions either to the customer or station management to facilitate this, leaving both sides ignorant of the full story. She then ignored the customer's repeated texts, and when she did respond, was impatient and unhelpful. After the customer finally disclosed what had happened to a manager, the Grievant was asked for a complete statement. Even then, she left out key pieces of the story from her statement. Finally and most egregiously, once the Company suspended the Grievant, she pursued the customer via phone calls and/or text messages in order to gather information for her own defense.

The Grievant did not display a "servant's heart," as the Company asks of its employees. She displayed self-interest. In so doing, she alienated and upset a first-time Southwest customer. With no mitigating circumstances to warrant lesser discipline, termination was appropriate and for cause. The Company thus requests that her grievance be denied.

B. UNION

The Company failed in its burden of proof; there was not just cause for this termination. The Union contends that the Company failed to recognize the facts, circumstances, and failures of local management involved in the terminating incident. The Grievant was a victim of an arbitrary and capricious decision by SWA management. The Grievant was a victim of a flawed investigation, lacking in objectivity. The flawed investigation and the subsequent discipline resulted in the Grievant's erroneous "career capital punishment." SWA could not show that the Grievant had been trained on any procedures or protocols regarding the handling of "lost" high priority items or that she had even seen any memo, allegedly put out in November 2012, prior to the Grievant becoming employed by SWA. Due to the lack of training and her short tenure or inexperience as an Operations Agent she is being held to an unreasonable application of any discipline. There was no intent of theft of the phone or solicitation of gratuities or monetary gain for the return of the phone by the Grievant. The Grievant is clearly a victim of excessive discipline.

V. DISCUSSION AND DECISION

(Some of the evidence and/or some of the argument may be brief and some may not be set forth where it is not necessary for the disposition of the case.)

The Grievant worked for Southwest Airlines as an Operations Agent at the Chicago Midway Airport. She was hired in August 2015 as a Ramp Agent, and then transferred or was

promoted to become an Operations Agent beginning in July of 2016. Operations Agents are in charge of boarding customers, and calculating the weight and balance of the aircraft.

On Thursday, October 13, a female Customer who resides in New Jersey took a plane from Newark to Austin, Texas. This was her first time flying Southwest Airlines. About an hour after landing she realized that she left her cell phone on the plane. She called the Company and then filed an online report. She also set up an alert through Apple iCloud that would place a message on her home screen reading, "This iPhone is lost. Please call [her husband's number]."

Meanwhile, the airplane the Customer had taken flew from Newark to MDW. The following day (October 14), around 6 a.m., the Grievant found the Customer's telephone sitting on the counter of the ready room at MDW. The Grievant testified that the phone was "going off," and she asked a coworker about it, who told her it had been sitting there since 4 a.m.

The Grievant called the number on the home screen and there was no answer. She called the number again around 10 or 11 a.m. She spoke with the Customer's husband. The husband asked if she would send the phone to them via overnight mail, and she agreed that she would. The Grievant told the Customer's husband that she did not know how much it would cost to FedEx the phone. The Customer's husband told her that he would send her \$45 via a PayPal account (maintained by a relative of the Grievant), and that "whatever was leftover she could keep as a courtesy for sending it to us." The customer was very happy about this outcome.

The customer sent the \$45 to the PayPal account, and Agent A confirmed receipt via text. She told them she would send them the phone the following day.

Later on that day, the Grievant found a tablet device. The Grievant testified that just after finding the tablet, she saw one of her coworkers, Representative A, a Union representative, at a gate. She told Representative A about the lost items, and Representative A advised her to turn the lost items over to a supervisor named Miguel. The Grievant gave the phone to Miguel at approximately 8 p.m., having left the phone unsecured in the ready room for those nine or ten hours after first seeing it.

The Grievant testified that she told Miguel when she gave it to him "that I got in contact with the customer that he was going to put a claim in for their phone." She said that Miguel repeated this back to her. The Grievant testified that she then called the Customer's husband, and told him that she had turned the phone over to Miguel, and she would return the \$45. She told the Customer's husband that she was doing this because she "wanted to do the right thing [and] not get into trouble at work." She also told them that they should call the airport the next

day to claim the phone. However, she apparently did not provide any description of the lost and found protocol that would be followed, did not give them a number to call, and did not confirm if Miguel would be there.

On Saturday, October 15, the Customer tried to contact the airport all day, and was unable to reach anyone. She reached out to Southwest via Twitter, but was just told to make a report, as she already had. On Sunday morning, October 16, she tried to reach the baggage service office, and could not reach anyone there. At 10:35 a.m. EST, she texted the Grievant and asked her, "The phone was dropped off?" At that point, the Customer wanted to confirm whether the Grievant actually turned in the phone to Miguel, where it was, and whether it would be sent to her. The Grievant saw the message on her cell phone, but did not respond.

The Customer's husband texted the Grievant again, five hours later. He asked the Grievant if she had returned the phone, because someone at MDW told them that they had received her report, but had not found the item yet. He told her that he would be "calling the airlines [*sic*] very soon if we don't hear back from you." The Grievant did not respond to this text either.

The following day, October 17 at 4:34 p.m. EST, the Customer's husband again texted the Grievant. The customer's husband wrote the Grievant that he had spoken to "a few" people from the Southwest "lost items dep [artmen] t" at MDW, and that "no one seems to know anything about my phone being turned in." Moreover, he told her that Miguel was not in. The Customer's husband texted the Grievant that although he told the Company that "an employee" had reached out about the phone, he never identified the Grievant by name. He asked for confirmation that Miguel "was definitely handing [the phone] in that day you gave [it] to him [,] right?"

Roughly 90 minutes later, the Grievant responded: "It's a process remember I said it gets locked up first. No he was not [a]t work today. I ['] l[l] be back tomorrow and see if he returns [.] Thanks though." The customer wrote, "Does it get locked up by the gate? Or in the safe in the bag & service office?" The Grievant responded, "No ba[g] service and my department are different it gets locked up in my department first then goes to baggage I can't give a lot of info cause I don't have any. Once I gave it to him yes I did tell him that u were contacted and will be calling for a claim. I assure u any info I receive I will let u know."

On Monday evening, October 17, the Customer reached then-MDW Customer Service Manager Connie Callahan. The supervisor who originally answered the call escalated it to Callahan because the Customer mentioned the PayPal transaction. The Customer relayed everything that had happened. By that point, according to Callahan, the customer was “very upset and concerned.”

Before leaving on October 17, Callahan communicated to her fellow managers what had occurred, and asked that someone meet the Grievant in the morning to ask her to provide a statement. On the morning of October 18, Manager Karen Melone asked the Grievant to come to her office, telling her she “needed some information on a customer’s lost and found phone.” The Grievant complied, bringing a Union Representative with her. Melone told them:

[T]here [had been] a situation with a customer’s lost and found iPhone and ... [Agent A] had some involvement in it and I needed her to write a statement and let us know honestly what had taken place and give us all the information and all the details that she knew about the situation.

Melone believes that her exact words to Agent A were that she “need[ed] to know anything and everything” about the lost phone.

After this, Agent A and the Union Representative went to an office to prepare the statement. They emerged with a statement that said:

“Phone was found, I contacted the passenger letting her know phone was found and at Midway and also was giving to Ops Supervisor Miguel. I gave Miguel the phone stating that customer will call to claim item.”

When Melone saw it, she asked her, “is this anything and everything you know about the situation?” The Grievant responded that it was it.

Later that same day, Callahan worked with the Company’s own central baggage office, to see if it could expedite the process with the third-party company to have the Customer’s phone returned quickly. She also sent the customer a letter of apology, and a \$200 voucher for the inconvenience. Callahan did this because of the way the Grievant had mishandled the return. At that point, Callahan believed that the issue with the Customer was resolved.

Callahan saw the Grievant around 2 p.m. CST and issued her a fact-finding and suspension notice. The notice referenced “an incident involving a Customer’s lost and found item on October 13, 2016 and subsequent events.”

The Grievant’s shift ended at 3 p.m. CST that day. After she finished her shift, the Grievant called the Customer’s husband’s phone twice. Interspersed with calls from the Grievant that day were six phone calls from a Chicago (312) area code. In addition, at 3:47 p.m. CST, the same (312) number texted the Customer’s husband’s phone, stating, “Hello. Can u give me a call.” The Customer responded, “Who is this?” and there was no response.

On the morning of October 19, the (312) number called the Customer three times. Whoever was calling did not leave a voicemail. After one of the calls, the (312) number texted, “Hello I am trying to give you an update.” When the Customer texted back asking who was calling, the person texting responded, “Can you answer please.”

After this on October 19, the Customer called and then emailed Callahan. Callahan was very surprised to hear from the Customer again. The Customer was very concerned about the Grievant calling her, and felt “harassed.” She also was convinced that the (312) area code was from the Grievant or someone calling or texting on her behalf, because the customer knew no one in Chicago. Later that evening, the Customer sent the texts and missed calls to Callahan.

Callahan began her investigation of the events on October 18. She spoke with the supervisors who were on duty the night that the Grievant found the phone. She also collected statements from them. Miguel remembered vaguely speaking to Agent A about the phone, but nothing special about the conversation. However, he stated that she told him nothing about the events that had transpired when she gave him the phone.

Callahan found that after the Grievant turned the phone over to Miguel on October 14, he in turn passed it to another supervisor, Tajuana Kemp, who was the closing supervisor. Kemp brought all of the lost and found items from the Grievant’s area to the baggage service office that night, although she did not recall the customer’s specific phone. Supervisor Courtney Aguilar worked in the baggage service office that evening. Her job was to inventory each lost item, log it in the Company network, and box the items up for shipment to the third-party provider the next day. She recalled seeing the Customer’s phone, due to a distinctive sticker. None of the three supervisors were aware of the Grievant dealings with the customer. The following morning, it was sent to the third-party vendor.

Callahan continued her investigation by conducting a fact-finding meeting with the Grievant on October 25. The Grievant had two Union Representatives to assist her at the fact finding. The Grievant told Callahan that she was “trying to do the right thing” by reaching out to the Customer. She claimed she did not know what the lost and found process was, so she did not realize that taking money from the Customer to return it was against procedure. Agent A stated that she tried to call her zone supervisor at the time that she found the phone, but he was busy. She did not try to call him again. As to the post-suspension contact with the Customer, the Grievant stated that she was “just trying to help” when calling the customer, and also “wanted to see if [the customer] had followed the process.” She denied that the (312) number was hers or that she knew to whom it belonged.

The Grievant in this case is actually charged with several offenses by the Company. To begin with, she allegedly mishandled “high value” lost and found by not immediately turning over the cellphone to a supervisor; she contacted the customer; she agreed to accept payment to return the cellphone; and she never directed the Customer or her husband to the Company’s online form for lost and found. All of these constitute violations of the Company’s Lost and Found Procedures at MDW.

The Grievant is also charged with not being forthcoming with supervision about the extent of her contact with the Customer and/or her husband and her initial private agreement with the Customer’s husband to return the cellphone which included an exchange of money. Likewise when supervision became aware of the lost cellphone and subsequent events from the Customer and her husband, the Grievant submitted a written statement which omitted events that occurred. These constitute violations of the Company’s policies regarding the presentation of falsified information to the Company by omission.

Finally, after the Grievant was placed on suspension pending further investigation, the Grievant attempted to contact the Customer and her husband. This constitutes not only other violations of the Company’s Lost and Found policy regarding contacting Customers but also constitutes conduct that which is detrimental to the Company’s interest and the use of a Customer’s information for one’s own personal benefit which – items covered in the Company’s Basic Principles of Conduct.

In defense of the Grievant, the Union has offered evidence that the Grievant never received any training whatsoever about “lost high priority” items and had never seen the memo

(Company Exhibit # 13) regarding the procedures for the same. Moreover, the Grievant as a relatively new employee and as an inexperienced Operations Agent is being held to the high standard of a seasoned employee - therefore the application of the discipline of termination is unreasonable.

I have considered this argument. However, even if the Grievant had no training and did not know the policy, by her own testimony she said that she was advised of the policy on the same shift by a coworker (after she later found a tablet device) and was advised she should turn these "lost" items over to a supervisor. Moreover, the Grievant also admitted at the hearing she knew that accepting a gratuity/money was against Company policy (despite the Union claiming she did not know this at the October 25 fact-finding meeting).

Of greater consequence though is what the Grievant did afterwards that is particularly disquieting. It appears that when the Grievant finally gave the cellphone to a supervisor per the policy she only told the supervisor that the Customer would be making a claim for the cellphone and that the supervisor repeated these words back to her. What is noteworthy here is that the Grievant did not tell the supervisor that she had talked to the Customer's husband much earlier in the day (before finding the tablet); that she had contact information about the Customer and her husband; that she and the Customer's husband had reached an agreement for her to send the phone via overnight FedEx; and, that the Customer's husband would be sending her \$45.00 to do send the cellphone. Indeed, the supervisor noted that he found nothing outstanding about the Grievant turning the lost cellphone over to him. This is not going the "extra mile" for this Customer.

Furthermore, after being advised of the policy, the Grievant subsequently backed out of the agreement she made with the Customer's husband to return the cellphone and did not give either the Customer or her husband any details about the cellphone other than she was handing the phone off to a supervisor named Miguel. The Grievant then ignored the Customer's text(s) the next day, October 16. Then, late in her shift the following day, October 17, the Grievant finally responded to another text she had received (some 90 minutes before), texting them that the return of the phone was "a process" and that "can't give out a lot of info cause I don't have any." Once again this is not evidence of going the "extra mile" for this Customer.

In fact, it was not until the Customer reached a MDW Customer Service Supervisor on October 17, some three days after the discovery of the cellphone by the Grievant, that the

Company was aware of the extent of the contact between the Grievant and the Customer and/or her husband and the Grievant's agreement with the Customer's husband to return the phone. The Grievant was then asked to write a statement and she did so the following day, October 18, (*see above*). After reviewing it, that Manager asked the Grievant if this was everything she knew about the situation and the Grievant indicated that it was. What is apparent from the brief written statement and the facts of the situation as described herein is that the assertion by the Grievant that this was all she knew about the situation is not accurate for it lacks any mention of the contact between the Grievant and the Customer and/or her husband; the agreement to return the cellphone and, any contact information which she had. It is tantamount to deception by omission.

Not totally surprisingly was that the Grievant was issued a fact-finding that very same day, October 18. What is surprising though is that after the conclusion of her shift and the issuance of the fact-finding suspension, the Grievant called the Customer's husband's cellphone twice. There was also evidence that there were six (6) phone calls from a 312-area code to the Customer's husband and a text to his phone asking him to call, along with three (3) calls to the Customer the next day, October 19 and a text from the same 312-area code stating that "I am trying to give you an update." The Customer and her husband indicated that they did not know anyone in Chicago.

It is apparent to me that the Grievant did try to contact the Customer's husband twice after she was issued a fact-finding suspension (once again in violation of the no-contact rule) and possibly the Customer the next day based upon the circumstantial and coincidental evidence. The reason for the contact as stated by the Grievant in her testimony was that she did not know where the phone was and that she felt she was being falsely accused of stealing the phone. This latter excuse appears to be a violation of the Basic Principles of Conduct vis-à-vis Section 3.2, numbers 25 and 26 as noted above because she her actions seem detrimental to the Company and for her own personal benefit.

In summary, I find that the weight of the evidence presented clearly indicates that the Grievant did not follow proper procedure for handling this Customer's "lost" cellphone and that she repeatedly attempted to contact the Customer and/or the Customer's husband not to altruistically assist them but rather to attempt to soften the impact of her actions as the Company began their investigation. Her excuses were that she did not know the "lost and found" policy;

that she was trying to help the Customer as best she could; and, afterwards because she did not know if the Company had contacted the Customer (which at this point was none of her business) do not lessen the effect of her actions.

The Union has argued also that the Grievant was not the first person who came in contact with the missing cellphone but that the Grievant was the only one disciplined for not turning it in to supervision. While this is point well-taken, it does not excuse the Grievant's actions. Even if she did not know to turn it over to a supervisor, when she did turn it over she provided the supervisor little relevant information and omitted telling him about her contact with Customer and/or her husband or even their contact information. At some point after turning over the phone to Miguel, she did nothing to help the Customer and her husband. But then later, she began to try to contact them because she felt she was being falsely accused of stealing the cellphone. Therefore, I find that the Grievant is not being held accountable for "all" the alleged "failings" at MDW - just her own.

As for the Grievant's work history as a mitigating factor, it appears that while she did receive a "Kick Tail" award on September 25, and was promoted to Operations Agent on or about July 16, she also had a Letter of Instruction (or "LOI") issued to her on September 1, 2016 for a violation of the pass privilege, a Letter of Warning issued on July 5, 2016 for failure to carry out assigned duties (failed to report for assigned duties) and another LOI on June 29, 2016 for failure to carry out assigned duties – all within the short span of the fourteen (14) months she was employed by the Company. I find that the mitigating circumstances are balanced by the aggravating circumstances noted and therefore, do lend themselves to aiding the Grievant in these circumstances.

The Union has also argued that the evidence of the Customer's letter was viewed non-objectively by the Company and is hearsay at best. The record shows that the Company received not just one letter but at least five (5) emails from the Customer regarding these events (Company Exhibits #2, #5, #6 and #10) and three (3) of them (Company Exhibits #2, #6 and #10 have screenshots or attachments which purport to show contact with the Grievant. After reviewing these documents, I do not find that they are conflict with the other relevant evidence presented at the hearing. In light of that, I find them credible as they seem to confirm the events that occurred and should not be lightly dismissed.

The Union has also argued that the discipline imposed did not satisfy the “Seven Tests of Just Cause” because the investigation was unfair and not objective and this led to a decision that was arbitrary, capricious and unreasonable. I disagree. The request of the Grievant’s side of the story (albeit in writing) is an essential part of the giving the Grievant her day in court. It is a fair and reasonable request and satisfies notions of industrial due process. It is the Grievant who did not fully disclose the material facts of this situation. Her position that if the Company had been more specific in its questions to her, she would have been more specific is a non-starter. She was given the opportunity to say everything and anything and she chose not to.

Arbitral authority recognizes that any employee should cooperate in a Company investigation and clearly the Grievant’s omissions noted herein show a lack of cooperation and candor. One cannot help wonder that if the Grievant had been forthcoming not only with the excuse that she did not know the high cost “lost and found” policy and what she did was done out of unfamiliarity with it, whether or not the Company would have considered a lesser discipline.

Moreover, I do not see cogent evidence that management in this case had any motive or reason to want to remove the Grievant from her job or used this situation to do so. I do not see substantive evidence that the Company officials had prejudged the matter. In fact, it appears to me that her ultimate discipline was not decided until after she attempted to make contact with the Customer and/or her husband after the issuance of her fact-finding suspension.

Finally, the discipline imposed was within the published range of discipline for the violations the Grievant committed. Its imposition here is not arbitrary, capricious or unreasonable under the particular facts of this case and the stated policy.

The bottom-line in this case is the Grievant’s actions have had not only an adverse effect on a new Customer of the Company but more significantly damaged the bond of trust that should exist between an employee and his or her employer. The repair of that bond of trust is very difficult to surmount. I find that is a judgment reserved to the Company and it has decided it cannot be fixed. This is the crux of this case. Under these circumstances, the Grievant was terminated with just cause and for the reasons stated above; and, I will not set aside the penalty imposed.

VI. AWARD

Based upon the foregoing, the Company did have just cause to terminate the Grievant and thus the grievance is denied.

Date: April 3, 2017

A handwritten signature in cursive script, reading "Thomas A. Cipolla", is written over a horizontal line.

Thomas A. Cipolla, Arbitrator