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In the Matter of the Mediation/Arbitration between

**SOUTHWEST AIRLINES,**  
Employer,

JS Case No.  
4433-H

and

**TRANSPORT WORKERS UNION OF AMERICA,**  
**AFL-CIO, LOCAL 555,**  
Union,

**SUMMARY  
OPINION  
AND  
AWARD**

Re: Agent X MDW-R-1717-16  
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**Before JOHN E. SANDS, Impartial Arbitrator**

**SUMMARY OPINION**

On the entire record before me, including my assessments of witnesses' credibility and the probative value of evidence, I sustain the employer's issuance of the Letter of Instruction with these modifications: (A) The language relating to failure to carry and answer a radio must be deleted as inconsistent with the evidence. (B) The warning language of the next-to-last sentence must be deleted as inappropriate for a Letter of Instruction. I reach those conclusions for the following reasons.

First, Article 24 expressly provides for a minimum of two employees for loading and unloading the rear bin of a 737-800. This case involves the forward hold where no negotiated minimum exists. I am powerless as arbitrator to modify the parties' contract to impose one that the parties did not negotiate. Moreover, nothing in the record supports the union's argument that a safety and health issue existed under Article 17 under the circumstances obtaining on August 5, 2016. Indeed, grievant could offer no testimony to distinguish this flight from all others where no assistance was necessary. Nor did he convincingly explain why he could not continue working while waiting for the requested assistance to arrive.

Second, no evidence suggests that, when grievant assumed the lead from the departing lead, he had a opportunity to stop work and secure a radio. Therefore the Letter of Instruction language concerning radios should be removed.

Third, the warning language of the Letter of Instruction's next-to-last sentence is more consistent with a Letter of Warning than with a Letter of Instruction. It accordingly should be removed. In all other respects the Letter of Instruction so modified should remain in grievant's file as required by the parties' collective bargaining agreement's terms.

For these reasons I issue the following

**AWARD**

I sustain the employer's issuance of the Letter of Instruction to grievant Agent X with these modifications: (A) The language relating to failure to carry and answer a radio must be deleted as inconsistent with the evidence. (B) The warning language of the next-to-last sentence must be deleted as inappropriate for a Letter of Instruction.

Dated: October 8, 2016  
Roseland, New Jersey

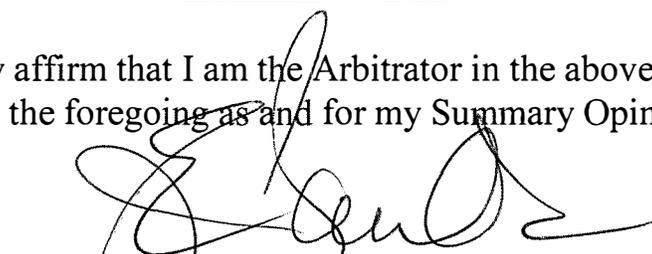


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**JOHN E. SANDS**  
**Impartial Arbitrator**

**AFFIRMATION**

I hereby affirm that I am the Arbitrator in the above matter and that I have executed the foregoing as and for my Summary Opinion and Award.



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**JOHN E. SANDS**