

IN THE MATTER OF)

SOUTHWEST AIRLINES CO.)

and)

TRANSPORT WORKERS UNION OF)
AMERICA, AFL-CIO, LOCAL 555)

Case No. DAL-R-3816/19

██████████
Med-arb

Before Matthew M. Franckiewicz, Arbitrator

Discussion

Grievant ██████████ is a long service employee with no prior discipline of record. He was issued a Letter of Instruction on September 4, 2019 citing No. 14 of the Ground Operations Principles of Conduct for failure to deliver local bags.

The undisputed evidence is that on September 3, ██████████ was scheduled to work from 6:00 a.m. to 2:30 p.m. The last flight he was scheduled to work that day was 2127, which arrived at 2:03 p.m. On this flight there were 56 non-transfer bags, which ██████████ was to unload and deliver to the Bag Service Office (BSO). Typically it would take about 20 minutes to do so. Instead of delivering the bags to the BSO, however, at about 2:19 p.m. he dropped the bags between Gates 15 and 17.

It is not at all clear why he did so, given that the BSO is not very far from the location where ██████████ dropped the bags, and it would have taken him only a few minutes at most to complete the delivery of the bags to the BSO. ██████████ spoke with Supervisor Ryan Yee about not completing the delivery. Yee said ██████████ still had time to run the bags, but ██████████ said no, he had to turn in his radio. Yee repeated that he still had time and ██████████ again said no.

Ultimately a different employee delivered the bags from where ██████████ had dropped them to the BSO, but the passengers had to wait an additional 20 minutes or so to retrieve their bags.

I find that ██████████ had sufficient time to complete the bag delivery so that he would not need to work beyond his normal quitting time. It is clear that ██████████ was not excused from completing the delivery, and that he understood Supervisor Yee's expectation that he would complete the delivery. While Yee did not order ██████████ to make the delivery, and ██████████ was not charged with insubordination, he nonetheless failed to carry out his assigned duties.

Under the circumstances the Company was justified in imposing discipline, and the level of discipline was appropriate. Accordingly, it did not violate the agreement and the grievance should be denied.

Award

The grievance is denied.

Issued January 20, 2020

Matthew M. Froehling