

IN THE MATTER OF THE ARBITRATION OF
THE GRIEVANCE BROUGHT BY THE
SOUTHWEST AIRLINES RAMP, OPERATIONS
AND PROVISIONING ASSOCIATION
AGAINST SOUTHWEST AIRLINES CO.

CONCERNING THE TERMINATION OF
EMPLOYMENT OF [REDACTED] - GRIEVANT

ARBITRATOR PAT CAIN

ARBITRATOR'S DECISION

FINDINGS: Southwest Airlines Co. terminated the employment of Mr. [REDACTED] on November 7, 1991, for violation of Ground Operation Rules #2 and #23, charging under Rule #2 that on September 25, 1991, Grievant left the airport premises for a lunch break without informing his superior employee. The Company's basic charge under Rule #23 was that on that same day and during that lunch break, he had been involved at his apartment (which he shared with a female employee of America West Airlines) with his roommate and two other female employees of America West, and who were admittedly in a drunken condition. After an altercation, Grievant left and his roommate, with the help of her friends, pushed his refrigerator out of the door of the apartment. About this time, the relationship of Grievant with America West personnel was evidenced by a letter of September 30, 1991, to Mr. George Pratt, Station Manager of Southwest Airlines, from Ms. Cindy Hollis, City Manager of America West Airlines. The letter banned Grievant from entering any of America West's facilities for various reasons.

There was much other peripheral evidence, all of which has been disregarded from the decision to be made.


OPINION OF THE ARBITRATOR: The facts surrounding the taking of an employee's lunch break and the policy of notifying the employee's superior before taking a lunch

break appears to be just that. This policy of the Austin Station is little known, apparently unpublished and hardly ever practiced, according to the testimony. Although it might be good policy for the Company, under the circumstances it cannot pull itself up by its own bootstraps to become a part of the Basic Rules of Conduct #2. It is simply not a part of the Agreement Between the Parties.

Basic Rules of Conduct #23, as first read, "... conduct on or off the job which is detrimental to the Company's interest", would picture a violation by an employee in full dress company uniform in a public place which reflected badly on the Company's image. The key words are "... conduct ... off the job which is detrimental to the Company's interest." (Emphasis Added). Testimony disclosed that Southwest Airlines and America West Airlines, by necessity, share a close working relationship at the Austin Airport. The letter of September 30, 1991, from the Manager of America West put Mr. Pratt on notice that the relationship had deteriorated because of the conduct of his employee. The "off the job" confrontation and altercation with America West employees and its ramifications had spilled over into the workplace. Under these circumstances, Mr. Pratt, under Rule #23, terminated the employment of Grievant on the basis that such conduct was "detrimental to the Company's interest". It is the opinion of the Arbitrator that he was justified to exercise his prerogatives under the Agreement in this manner.

AWARD: The action by Southwest Airlines discharging Grievant is sustained.

Respectfully submitted,


Pat Cain, Arbitrator

Dated: April 27, 1992