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AMERICAN ARBITRATION ASSOCIATION

In The Matter of Arbitration )  
Between )  
( [REDACTED] ) )  
and )  
SOUTHWEST AIRLINES CO. )  
\_\_\_\_\_ )

CASE NO. 72 300 0386 88

GRIEVANCE: DISCHARGE OF  
[REDACTED]

ARBITRATOR'S AWARD

The undersigned arbitrator, having been designated in accordance with the arbitration agreement entered into by the above named parties dated June 18, 1986, and having been duly sworn, and having duly heard the proofs and allegations of the parties, and having reviewed and analyzed the evidence and their written arguments, awards as follows:

1. Complainant, [REDACTED] was not discharged for just cause, for the evidence does not establish that:
  - a) [REDACTED] was insubordinate in contacting [REDACTED], a person with whom he socialized, at his home when [REDACTED] supervisor directed him to stay away from Air Terminal Services;
  - b) [REDACTED] conduct off the job in contacting [REDACTED] was detrimental to any financial, contractual or other interest of the Company in violation of Company Basic Rules of Conduct #23;
  - c) [REDACTED] persistence in contacting [REDACTED] was a continuation of his inability to get along with

his fellow workers at the Company, about which he had been counselled, reprimanded and received a recent three day suspension;

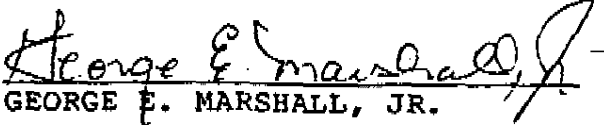
d) [REDACTED] five (5) years of service to the Company and its interests, notwithstanding his problems with his co-workers, warrants termination without an opportunity to see if he will benefit from progressive discipline and Employee Assistance treatment for his interpersonal relationship problems.

2. The appropriate remedy is to reinstate Complainant to his Ramp Agent position without loss of salary, seniority or benefits, less earnings from employment from the date of discharge to the date of reinstatement or the date an offer of reinstatement is made, whichever is earlier.
3. Complainant's reinstatement is conditioned upon his agreement to seek, obtain and continue treatment and counselling through Employee Assistance to improve his interpersonal relationship problems with his co-workers until such time as he is released from such treatment or the Company agrees that such treatment is no longer necessary as evidenced by his interpersonal relationships with his co-workers;
4. Although this award does not affect the current disciplinary record of Complainant, it does require that Complainant be afforded a reasonable time to respond to the treatment referred to in 3. above,

assuming this provision is activated.

5. The arbitrator will retain jurisdiction until May 30, 1989 to assist the parties with the implementation of the remedy upon the written request of either party to the American Arbitration Association.

March 27, 1989  
Los Angeles, California

  
GEORGE E. MARSHALL, JR.