SOUTHWEST AIRLINES COMPANY

AND

SOUTHWEST AIRLINES RAMP OPERATIONS PROVISIONING ASSOCIATION

ARBITRATOR'S OPINION AND AWARD

JOHN A. BAILEY, Arbitrator. Hearing held February 17, 1992 in Dallas, Texas. Grievance No. MDW-4-0214/91 (Termination of [redacted]). Date of Award: March 10, 1992.

APPEARANCES:

For the Company:

Ruth S. Landau, Chief Counsel - Labor Relations, Dallas, Texas

For the Union:

Marvin Menaker, Attorney, Dallas, Texas

Arbitrator's Decision and Reasons

This case concerns the discharge of a four-year employee under the agreed-upon Attendance Control Program, which is a part of the Collective Bargaining Agreement. Under the program, the grievant had accumulated 8-1/2 points for his absenteeism and tardiness. This was only one-half point shy of the nine points that begets automatic termination under the program. The grievant, a ramp agent at Midway Airport in Chicago, was scheduled to report for work at 5:00 a.m. on June 27, 1991. He got up about 4:00 a.m., he said, and went out to his car sometime later, and found that he had a flat tire. He tried to fix it, but he wrenched his shoulder.

Eventually he asked his girlfriend, with whom he lived and who also was an employee of the company, to furnish him the telephone numbers he could call in on to avoid being simply a "no-show", with no call-in. He testified he called in at 5:00 a.m., which however was itself untimely because technically the call-in must be before the scheduled reporting time. There was some indication that the telephone company's time for his call-in may have been 5:02 a.m., but the more relevant time was the 5:05 a.m. time on the company's clock at the airport when his call was received by Cathy Altobelli. Although the grievant testified that he attempted to call in on all three lines, the evidence showed that [redacted], an Operations Agent, had arrived early, at 4:40 a.m., and would have fielded a call on either of two lines in the operations office. Mr. [redacted] said the only call that came in was a 10 second call from an employee he put on hold.

The grievant has only himself to blame. One wonders why upon encountering a flat tire and knowing that he needed a call-in to prevent his termination, he wouldn't have promptly gotten on the phone and called in, rather than waiting until, according to his version, he finally did attempt to call in at about the last minute.

Nor does the grievant always remember things with pinpoint accuracy. For example, he testified that his disciplinary record was clear, and that he had had no disciplinary letters during the

preceding 12 months. However, the evidence showed that he had received a Letter of Warning and a Letter of Instruction on March 6, 1991.

The union made two additional contentions. One was that the time gap was so close that it ought to be disregarded as de minimis. However, the contract draws the line, and it would be improper for an arbitrator to draw a different line. The union also argued that for tardiness, as distinguished from absence, the contract permits a two-minute leeway and that therefore, under a "reasonable interpretation of contract language," this should be extended to absences, also. Here again, however, the contract says it differently, and I must be guided -- indeed bound -- by the contract.

Conclusion

The company's proof was adequate to sustain its position.

Award

The grievance is denied.

John A. Bailey

JOHN A. BAILEY, ARBITRATOR
HOUSTON, TEXAS

Date of Award: March 10, 1992