SOUTHWEST AIRLINES COMPANY
And
TRANSPORT WORKERS UNION, LOCAL 555
SYSTEM BOARD OF ADJUSTMENT
PETER R. MEYERS, Neutral Chair

In the Matter of the System Board of Adjustment between: **TRANSPORT WORKERS UNION, LOCAL 555,** Union, And **SOUTHWEST AIRLINES COMPANY,** Employer.	Grievant: [redacted] Case No. **OAK-R-1899/21**

SYSTEM BOARD OF ADJUSTMENT DECISION AND AWARD

Appearances on behalf of the Union

Troy Lamont—Lead Advocate
[redacted]—Grievant
Michael Martinez—Grievance Specialist
[redacted]—Station Trainer
[redacted]—Ramp Agent

Appearances on behalf of the Employer

Brittaney Davis—Attorney
Phillip Stachowski—Representative
Rachel Kirby—Paralegal
Bob Watkins—Senior Manager, Labor Administration
Ana Negrao—Station Services Manager

This matter came to be heard before Neutral Chair Peter R. Meyers on the 14th day of December 2021 via the StoryCloud videoconference format. Troy Lamont presented on behalf of the Union, and Brittaney Davis presented on behalf of the Employer.

Introduction

Grievant [redacted] was employed by Southwest Airlines Co. (hereinafter "the Company") as a ramp agent, working in Oakland, California. The Company discharged the Grievant from his employment on charges that, during a State of Operational Emergency, he had failed to report for work or to notify supervision that he would be absent from work on August 23, 2021. The Transport Workers Union of America, AFL-CIO, Local 555 (hereinafter "the Union") subsequently filed a grievance on the Grievant's behalf, challenging the Company's decision to discharge him. The Company denied the grievance.

This matter was processed, without resolution, through the contractual grievance process, then came to be heard Neutral Arbitrator Peter R. Meyers on December 14, 2021, via remote videoconference. The parties submitted written, post-hearing briefs, with the Union's brief being received on February 10, 2022, and the Company's brief being received on February 16, 2022.

Statement of the Issue

Whether the Company had just cause to discharge Grievant [redacted]? If not, what shall the appropriate remedy be?

Relevant Agreement Provisions

ARTICLE TWO – SCOPE OF AGREEMENT

C. **Reasonable Work Rules.** Employees covered by this Agreement shall be governed by all reasonable Company rules and regulations, previously or hereafter issued by proper authority of the Company which are not in conflict with the terms and conditions of this Agreement and which have been made available to covered Employees and the Union Office prior to becoming effective.

. . .

D. **Management Rights.** The right to manage and direct the work force, subject to the provisions of this Agreement, is vested in and retained by the Company.

ARTICLE TWENTY – GRIEVANCE/SYSTEM BOARD/ARBITRATION DISCHARGE and DISCIPLINE

SECTION ONE
PROCEDURES

A. **Purpose.** No employee who has passed his probationary period shall be disciplined to the extent of loss of pay or discharge without just cause.

. . .

C. **Cost of Arbitration.** It is understood and agreed that the cost of arbitration shall be borne by the losing party.

. . .

L. **Interpretation/Application of Agreement.** In the event of a grievance arising over the interpretation of, or application of, this Agreement ("Contractual Grievances"), or in the event of a grievance involving disciplinary action other than discharge ("Disciplinary Grievances"), the following steps shall apply. However, in the event of a grievance involving discharge or a Union grievance concerning a change in Work Rules ("Discharge/Work Rule Grievances"), it shall proceed to sub-paragraph 3, below.

. . .

15. **Arbitration/Function and Jurisdiction.** The functions and jurisdiction of the Arbitrator shall be as fixed and limited by this Agreement. He shall have no power to change, add to, or delete its terms. He shall have jurisdiction only to determine issues involving the interpretation or application of this Agreement, and any matter coming before the Arbitrator which is not within his jurisdiction shall be returned to the parties without decision or recommendation. In the event any disciplinary action taken by the Company is made the subject of proceedings, the Arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the

Employee(s) involved were disciplined for just cause. If the Arbitrator finds that the penalty assessed by the Company was arbitrary or unreasonable, he may modify or remove that penalty.

ARTICLE TWENTY-THREE – ATTENDANCE

A. **Purpose.** The Company and the Union recognize that habitual absenteeism and tardiness adversely affect operations and morale. The purpose of this program is to control the attendance of Employees in a constructive manner and within the framework of progressive disciplinary procedures. In order to avoid the accumulation of occurrences, it is recommended that in the event Employees require time off they should, to the degree possible, secure trades with other employees, request vacation time, or, where appropriate, request a leave of absence. Using sick leave or sick pay for a purpose other than that intended constitutes abuse. Abuse of sick leave or sick pay shall warrant immediate termination.

1. **Reporting Procedure.** In all cases of absence or tardiness, the Employee shall call his supervisor. If the Employee is unable to call, he shall cause someone to call in his stead. Answering machines at the stations can also be utilized.

2. **Requirements of Reporting.** Call-ins must be made at least one-half (1/2) hour before the start of the Employee's shift on every day that the Employee shall be absent. Failure to report an absence at least one-half (1/2) hour prior to the start of the Employee's shift shall be treated as unreported. Failure to report a tardy before the beginning of a shift shall be treated as an Unreported Tardy. No tardiness shall be charged until two (2) minutes have passed from the Employee's scheduled starting time. If an unusual condition exists that would make it impossible for the Employee to report an absence or tardy within the required time frames before his shift, a valid reason must be furnished. If no valid reason is furnished, the penalty for an unreported occurrence shall be assigned. If an Employee can provide a doctor' verification in advance of a specific duration of absence, the requirement to call in each day shall be waived by the appropriate manager.

SECTION I – ATTENDANCE PROGRAM DEFINITIONS

A. **No Show.** (Unreported Absence). Any Employee who is scheduled for regular work, overtime, training, trades or holidays and does not report his absence as outlined in the "Requirement of Reporting" section of this program shall be charged with a No Show (Unreported Absence). Failure to report an absence, whether or not

verified by a doctor's statement, shall be chargeable as a No-Show (Unreported Absence). The Employee shall not be allowed to work.

Fact Summary

The record in this matter reveals that the Company is in the business of providing low-cost air travel. The record confirms that the Union represents a bargaining unit composed of employees working for the Company as ramp, operations, provisioning, and freight agents. The Company hired the Grievant in October 2019 as a ramp agent at its Oakland station. At the time that the instant dispute arose, the Grievant had been employed by the Company for less than three years, he had no prior instances of discipline in his file, and he had accumulated one attendance point.

The evidence shows that during 2021, the Company was dealing with the challenges presented by the COVID-19 pandemic, including absences caused by COVID-caused illness. In August 2021, an outbreak of COVID-19 occurred at the Company's Oakland station, and this forced a number of the ramp agents to quarantine away from work. The evidence indicates that many ramp agents who otherwise were available to work at the Oakland station were unexpectedly calling off of work. This situation was causing a shortage of ramp agents in Oakland.

The record establishes that early on August 22, 2021, an unusually high number of unanticipated absences had been reported at the Oakland station. The record confirms that the Grievant reported for work on August 22 at 6:00 a.m. At 8:30 a.m. on August 22, the Company's Vice President of Ground Operations, Chris Johnson, declared a State of Operational Emergency (SOE) for the ramp agent work group in Oakland. Notice of

the SOE was communicated to the Union, and the Company utilized its e-mail system to notify its affected employees, including the Grievant, of the SOE and that emergency work rules would be in effect during the SOE. The Grievant was at work when the SOE was declared on August 22, and when the Company sent e-mail notices, with an explanatory memorandum attached, to the affected employees, including the Grievant, about the SOE declaration and the emergency work rules.

The record indicates that when it declares an SOE for a particular work group, the Company implements temporary emergency work rules concerning attendance. These emergency rules require employees in the affected work group to work their regular shifts during the SOE, and employees are advised that failure to comply with these emergency work rules "will result" in termination of employment.

The record confirms that beginning on August 21, 2021, the Grievant worked his own eight-hour shift from 0600-1430 hours, then worked from 1530-0000 hours under a shift trade with another employee, followed by a mandatory extension from 0000-0100 on August 22, 2021. The Grievant then reported for and worked his regular shift from 0600-1430 hours on August 22, followed by another shift trade from 1600-0030 hours, followed by another mandatory extension from 0030-0054 on August 23. The record proves that while at work on August 22, 2021, the Grievant was made aware of the SOE.

The record demonstrates that on August 23, 2021, while the SOE still was in effect, the Grievant failed to report to work as scheduled for an eight-hour shift beginning at 0600 hours. The Grievant also did not contact his supervisor, the Station Services Offices, or the answering machines at the Oakland station to report his absence. The

record indicates that the Grievant overslept on August 23, waking up at 7:00 a.m., and he did not thereafter attempt to report to the Oakland station for what remained of his scheduled shift.

The record establishes that the SOE at the Oakland station ended at noon on August 24, 2021. On August 30, 2021, the Company conducted a fact-finding with the Grievant, and the Grievant admitted during this fact-finding that he had not worked as scheduled during the SOE. After completing the fact-finding, the Company determined that the Grievant had violated the emergency work rules that were in effect during the SOE, and it terminated the Grievant's employment for insubordination on September 3, 2021. The instant grievance followed, challenging the Company's decision to discharge the Grievant. This matter was presented to the System Board, which deadlocked. The instant grievance then was submitted for arbitration.

The Company's Position

The Company initially contends that it had just cause to discharge the Grievant from his employment. The Company asserts that the Agreement provides that employees shall be governed by reasonable rules and regulations issued by proper authority of the Company and that do not conflict with the Agreement. The Company argues that there is no question that the Company has the authority to declare an SOE, and there is no question that its temporary emergency work rules relating to attendance are reasonable to address the operational disruptions caused by unanticipated absences.

The Company maintains that not only are such operational disruptions harmful to the Company's customers and reputation, but they also could result in regulatory fines

and penalties. During an SOE, the Company accordingly requires employees in the affected work group to be at work, on time, as scheduled. The Company submits that there is nothing arbitrary, capricious, or unreasonable about requiring an employee to actually work their scheduled shift during an operational emergency.

The Company emphasizes that there can be no real dispute that the Grievant was aware of the SOE, the Company's emergency work rules, his obligation to comply with those rules, and the serious consequence that would be imposed for violating them. The Grievant admittedly was at work when the SOE was announced, and the Union conceded that he was aware of the state of emergency at the time that he missed his regularly scheduled shift on August 23, 2021. The Grievant also received the e-mail and the attached SOE memo that outlined the emergency work rules in effect during the SOE. The Company notes that this same memo was posted at the time clock that the Grievant used to punch in and out at least twice on August 22, and once early on August 23. The Company points out that the SOE memo expressly warned that a ramp agent's failure to work a regularly scheduled shift during the SOE would result in termination of employment.

The Company then submits that there is no question that the Grievant's conduct violated the emergency work rules. Under the SOE and the SOE memo, the Grievant was required to work his regularly scheduled shift during the operational emergency and was unequivocally warned that failure to comply would be considered insubordination and result in termination of employment. The Grievant chose to disregard that order and warning. The Company emphasizes that the Grievant admitted that he failed to work his

regularly scheduled shift on August 23, 2021, while the Oakland station was operating under the SOE, and the Grievant did not even bother to contact his supervisor or anyone else at the Oakland station to give notice of his unexcused absence. Unexcused absences not only are prohibited during an SOE, but they are the most egregious absences because the Company cannot plan for them, does not know about them until it is too late, and often is left scrambling to find ramp agents from other stations to fill in.

The Company then contends that the Agreement authorizes the Arbitrator to remove or modify a disciplinary penalty only if the Arbitrator finds that the penalty was arbitrary or unreasonable. The Company argues that its decision should stand if it was not arbitrary, capricious, blatantly unreasonable, or based on a serious mistake of fact. The Company submits that there was nothing arbitrary or unreasonable about the decision to terminate the Grievant's employment. The undisputed facts demonstrate that the Grievant knew of the SOE, the emergency work rules in effect during the SOE, and the consequences of failing to comply with those work rules. The Company notes that the Grievant nevertheless suggests that his failure to comply should be excused because he wanted to work on August 23, 2021, but merely overslept. The Company insists that there was no credible evidence of this alleged desire to work. Instead, the Grievant admittedly made no effort whatsoever to work any part of his shift on August 23.

The Company asserts that when the Grievant refused to come to work as scheduled during the SOE, he left the Company, its customers, and his co-workers in a dire situation. The Grievant's co-workers were forced to take on extra work as a result of his absence. The Company maintains that under the circumstances, the Grievant's

dismissal was entirely reasonable and consistent with the emergency work rules outlined in the SOE memo.

The Company goes on to submit that the Union's arguments in this matter lack merit. As for the claim that the Grievant was unaware that discharge was the consequence for failing to call out or report to work as scheduled during the SOE, the Company insists that the overwhelming weight of the evidence illustrates that the Grievant absolutely knew the work rules that applied during the SOE and the consequences for violating them. The Company asserts that although the SOE memo did not expressly include the phrase "no show," the memo did unequivocally instruct employees that failure to comply with the directive to work their regular shifts during the SOE would result in termination of employment. There can be no dispute that when the Grievant failed to report for his regular shift on August 23, he previously had received the e-mail and SOE memo, and that he knew about the emergency work rules. The Union's claim that the SOE memo did not reasonably inform the Grievant of the consequences for failing to work his regular shift during the SOE is disingenuous and unsupported by the evidence.

With respect to the Union's argument that the Grievant was subjected to disparately harsh treatment because another ramp agent no-showed a shift during the SOE but did not receive the same discipline, the Company asserts that this also is unconvincing. The Company notes that such a claim of discrimination is an affirmative defense, so the Union bears the burden of proving that the Company improperly discriminated against the Grievant when it terminated his employment. The Company

insists that the Grievant's case is very different from that of the other Oakland ramp agent who failed to work a shift during the SOE. The Company emphasizes that the other ramp agent admittedly was unaware of the SOE when she failed to report for her shift, and she did not learn of the SOE until after missing that shift. The other employee also called her supervisor and discussed coming to work for the remainder of her shift. The Company maintains that because these two situations are factually dissimilar, and the other case cannot properly be compared to the Grievant's, the Union has failed to meet its burden of proof. The discrimination argument must fail.

The Company ultimately contends that it had just cause to discharge the Grievant from his employment, and the instant grievance should be denied in its entirety.

The Union's Position

The Union initially contends that the Company's argument in this matter is arbitrary and capricious. The Union asserts that there is no support for the Company's claim that its SOE notice adequately explained to employees the consequences of their actions. Moreover, the SOE notice does not specify that a "no-show" would be grounds for dismissal. The Union points to an arbitration case involving a no-show during an SOE in Orlando, the Company issued a final letter of warning and a twenty-one-day suspension to the employee, while the Grievant was discharged under similar circumstances.

The Union maintains that the Grievant had a great attendance record prior to the incident at issue. Moreover, prior to the no-show, the Grievant worked an eight-hour shift, had a one-hour gap, worked another eight-hour shift with a mandatory extension

until 1:00 a.m. This was followed five and one-half hours later by another eight-hour shift, a ninety-minute gap, then one more eight-hour shift with a mandatory extension until almost 1:00 a.m. The Grievant then simply overslept the next shift that he was scheduled to work beginning five and one-half hours later.

Addressing the Company's assertion that the Grievant had been insubordinate, the Union insists that an employee cannot refuse to perform a job duty, or even be given one, while sleeping. As for the Company's position that discharge is the disciplinary response when an employee is a no-show during an SOE, the Union emphasizes that on the same day at the Oakland station, another ramp agent was a no-show. When this other ramp agent called the station, she was told that she was unable to work her a.m. shift, but had the option to work her p.m. shift.

The Union maintains that the Company has failed to prove that it had just cause to discharge the Grievant. The SOE notice did not adequately inform the employees of the consequences of a no-show. The Company also failed to take into account the back-to-back sixteen and one-half-hour shifts, with mandatory extensions, that the Grievant had just worked. The Company additionally addressed another employee no-show during the SOE at the Oakland station with nothing more than a discussion log.

The Union insists that the SOE did not give the Company free reign to pick and choose which Agreement Articles that it wanted to ignore or enforce. Moreover, in another arbitration matter addressing a case just like the Grievant's, the agent was not discharged.

The Union ultimately contends that the instant grievance should be sustained in its

entirety, the Grievant should be reinstated to his employment as a ramp agent at the Oakland station, and the Grievant should be made whole in every way.

Decision

This Arbitrator has carefully reviewed all of the testimony and evidence in the record, as well as the parties' arguments in support of their opposing positions. In this dispute over whether just cause exists to support the Company's decision to discharge the Grievant from his employment, the Company bears the burden of proof. To meet that burden, the Company must show that the Grievant violated its established and reasonable rules and/or regulations, that it conducted a fair and impartial investigation into the matter, that any proven violation properly subjected the Grievant to the disciplinary process, and that the discipline imposed was not arbitrary, capricious, discriminatory, or too harsh under all of the relevant circumstances, both aggravating and mitigating.

The relevant and material facts giving rise to this matter essentially are undisputed. On August 22, 2021, the Grievant reported for work at 6:00 a.m. At 8:30 a.m. that same day, the Company declared a State of Operational Emergency (SOE) for the ramp agent work group in Oakland due to an unusually high number of unanticipated absences at the Oakland station. This declaration came with notice of the implementation of emergency work rules, focusing on attendance, that were in effect during the SOE. As shown by this timeline, the Grievant was on duty as a ramp agent at the Oakland station when the SOE was declared, and he was aware of that declaration and of the accompanying emergency work rules.

The evidence establishes that during the forty-eight-hour period leading up to the

scheduled 6:00 a.m. start of his regular eight-hour shift on August 23, 2021, the Grievant had worked a large number of hours. On August 21, the Grievant worked his own regular eight-hour shift from six a.m. to 2:30 p.m., then was off the clock for one hour before working another full shift scheduled from 3:30 p.m. to midnight under a shift trade with another employee. The Grievant was not able to clock out at midnight, however, because he was required to work a mandatory extension that lasted until 1:00 a.m. on August 22. The Grievant then was off the clock for five bours before returning for his own regularly scheduled shift at 6:00 a.m. on August 22. This shift ended at 2:30 p.m., and the Grievant was off the clock for ninety minutes before returning, pursuant to another shift trade, to work yet another shift scheduled from 4:00 p.m. on August 22 to 12:30 a.m. on August 23. There was another mandatory extension to this latter shift that the Grievant was required to work, which extended until almost 1:00 a.m. on August 23. The Grievant then was scheduled to return to work his regular shift at 6:00 a.m. on August 23, five hours after clocking out shortly before 1:00 a.m. earlier that morning.

There is no dispute that while he was at work on August 22, 2021, the Grievant was made aware of the SOE. There also is no dispute that on August 23, 2021, while the SOE still was in effect, the Grievant failed to report to work at 6:00 a.m., as scheduled, for his regular eight-hour shift because he overslept. The Grievant also failed to notify the Company of this absence. The SOE ended at noon on August 24. The record confirms that under the emergency rules put in place in conjunction with the SOE, ramp agents at the Oakland station were required to work their scheduled shifts during the SOE. These emergency rules further specified that failure to work a shift as scheduled,

or to notify supervision of an absence, would result in discharge. Citing the SOE and the associated emergency rules, the Company discharged the Grievant from his employment for his failure to report for duty as scheduled on August 23, 2021, and failing to report this absence to supervision.

I find that the record supports the Company's position that it acted within its reasonable managerial authority in declaring the SOE on August 22 and issuing the associated emergency work rules governing attendance by the Oakland station ramp agents while the SOE remained in effect. There can be no serious argument that at the time, largely because of the impact of the COVID-19 pandemic, the Company was facing serious operational challenges stemming from a large number of unexpected absences among the ramp agents in Oakland. The Company appeared to have little choice but to take these steps in order to ensure that it had adequate personnel on duty to provide necessary flight-related services. There also can be no question that the Grievant was aware of the SOE, what he was required to do while the SOE was in effect, and the consequences of failing to do what was required.

I also find that these undisputed facts establish that the Company appropriately subjected the Grievant to the disciplinary process as a result of his absence on August 23 and his failure to notify supervision of that absence. There is no indication in the evidentiary record that the Company's investigation of this matter was biased or denied the Grievant his contractual due process rights. Consequently, the sole question remaining to be resolved is whether discharge was the appropriate measure of discipline and consistent with the parties' collective bargaining agreement under all of the relevant

circumstances of this case, both aggravating and mitigating.

The evidentiary record demonstrates that but for the SOE, the Grievant's no-call/no-show on August 23 would have been handled under the Company's Attendance Policy with the issuance of points. The Grievant would not have been discharged for the absence in question if the Attendance Policy alone was governing the situation. Under normal circumstances, a single no-call/no-show is not grounds for discharge for an employee who, like the Grievant, had an otherwise clean attendance record. The fact that an SOE was in place on August 23 does, of course, radically change the importance of the Grievant's absence that day. The negative impact of the Grievant's absence was magnified by the fact that the SOE was in place due to attendance-related operational challenges. But does the seriousness of the Grievant's offense justify the assessment of the ultimate industrial penalty of discharge?

I find that the competent and credible evidence establishes the existence of a very important mitigating factor in the Grievant's case. Over the forty-eight hours immediately preceding the start of the August 23rd shift that the Grievant missed, the Grievant worked for thirty-three and one-half of those hours. Moreover, of the fourteen and one-half hours that the Grievant was off the clock during that forty-eight-hour period, two and one-half of those hours were brief periods of time when the Grievant was off the clock between the end of his own shift and the start of each of the extra shifts that he worked pursuant to shift trades. Quite simply, the Grievant had very little time to actually rest during the forty-eight hours leading up to his no-call/no-show on August 23, especially if such factors as commuting time, gear-down time, and time necessarily

devoted to personal and/or family needs, is taken into account.

There is no question that the Grievant was required to report for duty as scheduled by 6:00 a.m. on August 23. There also can be no question that after oversleeping on August 23rd and missing the start of his scheduled shift, the Grievant should have contacted supervision to discuss the situation. There is no question that the Grievant failed to fulfill both of these obligations. Those were very important and serious obligations. Even taking these certainties into account, however, the competent and credible evidence in the record also shows that during the forty-eight hours leading up to his absence, the Grievant provided the Company with an extraordinary level of commitment and performance during those busy and shorthanded days by working so many hours. Not only did the Grievant work two of his own regularly scheduled shifts during those forty-eight hours, but he also worked two additional shifts pursuant to shift trades, along with significant mandatory extensions to those additional shifts. By undertaking all of these hours of work over so short a time period, the Grievant was clearly giving his all to assist the Company and his co-workers as they faced the challenges caused by pandemic-related absences among the ramp agents of the Oakland station. That is definitely a mitigating factor.

There is no indication in the record that the Company ever considered the startling number of work hours that the Grievant put in during the forty-eight hours prior to the absence at issue. It is evident to this Arbitrator that the Grievant went above and beyond what normally could be expected of an employee, and he did so for the benefit of the Company and his co-workers. The Grievant's two mistakes on August 23 – missing his

scheduled shift during an SOE and failing to notify supervision of this absence – represent serious violations of the emergency work rules associated with the SOE, but the severity of these violations is substantially mitigated by the Grievant's extensive, conscientious, and even valiant work during the forty-eight hours that preceded his absence.

Because the Company failed to consider and account for this important mitigating factor, I must find that its decision to discharge the Grievant from his employment in this matter must be deemed arbitrary, capricious, and too harsh under the relevant circumstances. This Arbitrator also finds, however, that the Union has not shown that the Company subjected the Grievant to disparate or discriminatory treatment because the evidence that the Union presented in that regard does not demonstrate that any sufficiently similarly situated employee was treated more favorably than was the Grievant. Nevertheless, because the Company has failed to establish that discharge was the appropriate disciplinary penalty in the Grievant's unique case, I hold that the discharge must be reduced to a lesser penalty.

While discharge is too severe a penalty here, the evidentiary record leaves no doubt that the Grievant's no-call/no-show on August 23, 2021, represents serious violations of the Company's emergency rules that were in place during the SOE. The Grievant deserved serious discipline for those violations. Accordingly, this Arbitrator finds that the discharge penalty that the Company imposed upon the Grievant must be reduced to a lengthy disciplinary suspension. The Grievant is to be immediately reinstated to his employment with the Company, but without back pay. The period of

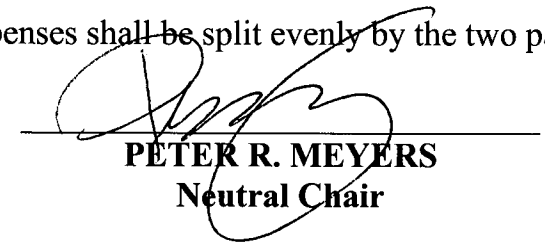
time that the Grievant has been out of service as a result of this matter shall be deemed the lengthy suspension that represents the appropriate disciplinary response to the Grievant's violations.

In light of all of these considerations, and in accordance with the clear and unambiguous language of the parties' collective bargaining agreement, this Arbitrator finds that the Company has established that it had just cause to severely discipline the Grievant, but that it has not shown that it had just cause to discharge him from his employment. The Company has proven that the Grievant failed to report to work as scheduled during an SOE and that he failed to call in to report this absence, and both of these are serious violations. The instant grievance therefore must be, and hereby is, sustained in part and denied in part, consistent with the analysis and the determinations set forth above.

Award

The grievance is sustained in part and denied in part. The Company did not have just cause to discharge Grievant [redacted], but it did have just cause to issue a lengthy disciplinary suspension to him for his violations. The Grievant shall be reinstated to employment but without back pay. The period of time that the Grievant was off work shall be considered a lengthy disciplinary suspension.

Since this Award is a split decision and there is no "losing party," the cost of this Arbitrator's fees and expenses shall be split evenly by the two parties.



PETER R. MEYERS
Neutral Chair

Dated this 7th day of March
2022 at Chicago, Illinois