

IBT-UNITED AIRLINES  
BOARD OF ARBITRATION

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In the Matter of the Arbitration

between

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
LOCAL 769

and

UNITED AIRLINES, INC.

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OPINION and AWARD  
(Carlos Cardenas-Diaz,  
Elian Sandoval Moreno)

BEFORE BOARD of ARBITRATION:  
Bonnie Siber Weinstock - Neutral Chairperson  
Thomas Esposito - Union designee  
Eric E. Mennel, Esq. - Company designee

APPEARANCES:

For the Union: Sugarman, Susskind, Braswell & Herrera,  
P.A., by Howard S. Susskind, Esq. and  
Veronica A. Ucros Leon, Esq. - on  
Brief  
Carlos Cardenas-Diaz - Grievant  
Elian Sandoval Moreno - Grievant  
Gus Pappas - Chief Steward  
Mike McElmury - Business Agent

For the Employer: Ogletree Deakins by W. Chris Harrison,  
Esq.  
Amanda Lye - Human Resources Manager  
Dan Sonogo - Sr. Manager, Technical  
Operations  
Alejandro Uribe - Production Supervisor

International Brotherhood of Teamsters, Local 769  
("Union") and United Airlines, Inc. ("Employer" or "Company") are  
parties to a joint collective bargaining agreement effective  
December 5, 2016 covering, among other titles, Airline  
Technicians and related employees ("Agreement"; J-1<sup>1</sup>). The  
Agreement provides for the arbitration of unresolved grievances.

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<sup>1</sup> Joint exhibits are cited as "J-", Company sponsored documents are labeled "C-" and Union proffered documents are denominated "U-."

Pursuant to the Agreement, the parties appeared before the undersigned Board of Arbitration ("Board") on March 11, 2025 for a remote hearing conducted on the Zoom platform pertaining to the grievance described below. The hearing was transcribed.<sup>2</sup> The parties had full and fair opportunity to present evidence and argument, to engage in the examination and cross-examination of sworn (or affirmed) witnesses, and otherwise to support their respective positions. The record was declared closed upon the Board's receipt of the parties' closing Briefs. Thereafter, the Board conferred in Executive Session.

#### **ISSUE**

At the hearing on March 11, 2025 the parties agreed to submit the following issue for arbitration (T:7):

Was there just cause for the termination of Carlos Cardenas-Diaz and Elian Sandoval Moreno? If not, what shall be the remedy?

#### **BACKGROUND**

Carlos Cardenas-Diaz (hereinafter, Mr. Diaz) and Elian Sandoval Moreno (hereinafter, Mr. Moreno), the Grievants, each worked for the Company as Aircraft Technicians. Mr. Diaz was employed for approximately 15 months and Mr. Moreno was employed

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<sup>2</sup> References to the transcribed record of hearing appear herein as "T:-." Company proffered exhibits are denominated "C-" and Union proffered documents are labeled "U-." Joint exhibits are labeled "J-."

for approximately 11 months at the time of their terminations on June 13, 2024, based on their work performance during the shift that began at 9:30 PM on March 6, 2024 and ended at 8:00 AM on March 7th. (J-2; J-3). The instant grievance followed to protest the terminations.

The Company contends that the Grievants were working together on March 6, 2024 when they were assigned to perform the left and right side elevator inspections (tail) as part of an A check on a 737 aircraft. The Company came to learn that the Grievants did not remove all of the panels required as part of that check and, therefore, they could not have visualized the equipment they signed off as having checked. The Company insists that this is a critical violation, because their work bore on the air worthiness of an aircraft which they did not properly inspect. Upon discovery of this failure to properly inspect, the aircraft was taken out of service. The Company insists that the Grievants engaged in falsification of work records as well as a failure to properly perform a safety check. The Company urges that this constituted gross misconduct for which termination is the appropriate penalty.

The Union, on the other hand, maintains that the Grievants performed the work assigned but there were problems along the way. For example, screws were stripped out and they needed a different lift to be able to access all of the panels. The Union maintains that the Grievants may have signed off on specific steps on the job card before they were completed, but

the tasks ultimately were completed. The Union argued, "The Grievants' alleged misconduct, at most, amounts to a series of inadvertent errors - not deliberate or dishonest acts warranting immediate discharge." (Union Brief at p. 2). The Union urges that termination is an excessive punishment for any infractions by the Grievants. The Union asserts that when the aircraft was pulled out of service and inspected three weeks later, no violations were found. The Union asks that both Grievants be returned to work and made whole.

#### **DISCUSSION**

Alejandro Uribe, a Production Supervisor, explained that Mr. Moreno bid to work as a Sheet Metal Technician, which causes him to work on structural areas of the aircraft and repairs that involve aluminum. (T:35-36). Mr. Diaz is a Mechanic and both Grievants were working the third shift (also known as the midnight tour) on the date in question. (T:38-39). Several Company witnesses testified to the assignment the Grievants were given on March 6, 2024 and how those tasks were to be completed. Mr. Uribe explained that the Lead that day, Rick Andrews, assigned the Grievants to the inspection of the elevators, located in the tail of the aircraft. (T:42). The testimony of various witnesses at the arbitration, and the task cards (C-2; C-3) indicate that this task involves removing a

total of four panels on each side of aircraft<sup>3</sup>, performing a general visual inspection ("GVI") of each elevator, reinstalling all the panels and applying sealant on each panel. (T:45, 48; C-2). Mr. Uribe described the assigned task as tedious, but not complicated, and one which is often assigned to new technicians.<sup>4</sup> He stated that this task should take four or more hours to complete if no problems are encountered. (T:56-57). Mr. Uribe and Dan Sonogo testified that the elevator mechanisms cannot be fully inspected unless all four panels on each side of the aircraft are removed. (T:83-84, 163; C-11).

Significantly, there is a task card (C-2) which describes a step-by-step description of how that task is to be accomplished, and provides links to schematics to ensure that an employee can have detailed drawings to help in completing the task.

Manager Dan Sonogo testified that when he looked into this matter, he was able to see a video of the Grievants working on the tail of the aircraft in the early hours of March 7<sup>th</sup>. He saw on the video that the Grievants worked on the right side of the tail very briefly and then moved the lift over to the left side. When the Grievants later took another lift and returned to the right side, they worked there for, at most, 1.5 hours. Mr. Sonogo testified that he saw on the video that since the lift the

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<sup>3</sup> The configuration of the panels on each side of the aircraft is three lower panels and one above the three.

<sup>4</sup> Mr. Moreno testified that the task card for the elevators is not overly complicated. (T:267).

Grievants were using never went from below the wing, the Grievants could not have taken off the top panel, and without doing so, they could not have visualized both elevator mechanisms. (T:153-54, 157-61, 163; C-15, 16, 18, 19).

The Company came to learn that the Grievants had removed only the three lower panels on each side of the tail and not the fourth panel on each side, which is essential for viewing each elevator. When the Grievants wrote statements, they acknowledged that they only removed the bottom panels on each side of the aircraft, and not the top panel. (C-15, C-16, C-18, C-19).

A majority of the Board finds that the step-by-step instructions negate any argument by the Grievants that they were unaware of the number of panels they had to remove on the aircraft tail in order to complete the assigned task. Further, the Board is persuaded that the team on which the Grievants worked had both a Lead and a Supervisor who were available to answer questions or assist if issues arose in the course of completing assigned tasks. Mr. Uribe testified that Jose Rodriguez, a Senior Technician, came to him and reported that he had spoken with the employees working on the tail (he did not name the Grievants) because he noted that they had not removed all the panels on the tail. When the Grievants did not appear to be paying any attention to Mr. Rodriguez, he came to Mr. Uribe. Mr. Uribe described that Mr. Rodriguez was upset because he was trying to be helpful and did not want to take this issue to

management. (T:89-90). This caused Mr. Uribe to go to the Grievants who were working on the left side of the tail. He pointed out to them that there were screws missing on the right side of the tail and the Grievants indicated that they would take care of it. Mr. Uribe then directed the Lead, Ric Andrews, to check on the Grievants' work and determine whether the Grievants had signed off on the work on the right side of the tail, though they had not completed that work. (T:90-97). Mr. Uribe further explained that when he met with the Grievants on March 7, 2024 both Grievants stated that they completed the tail inspection. (T:100-04; C-14, C-17).

Mr. Sonogo testified that while he was not the sole decision maker, he believed termination of the Grievants was appropriate because: (a) the Grievants never removed the top panel on either side of the tail to properly view the elevators; (b) they never documented that they had to replace certain fasteners; (c) they never applied sealant to any of the panels; (d) Mr. Diaz wrote that he had never taken off four panels on each side of the tail when performing this task; (e) they documented that they had completed work that was not done; and (f) when Mr. Moreno was shown a picture of the elevator he should have been inspecting, he said he didn't know what he was looking at. (T:192-95, 198-99).

Mr. Diaz stated that March 6<sup>th</sup> was the first time he had worked with Mr. Moreno (T:219), and Mr. Moreno testified that March 6<sup>th</sup> was the first time he was assigned to the task he did

that night, i.e., inspecting the elevators on the 737 aircraft. (T:256). In describing the work they did, Mr. Diaz testified that some of the screws (a/k/a fasteners) holding the panels in place on the right side were stripped and had to be replaced, so they moved over to work on the left side. (T:220, 222). Mr. Diaz testified that after completing the tasks on the left side of the tail, they moved back to the right side. They went to lunch before working the right side since they were waiting for a particular lift to become available. (T:224-25). Mr. Diaz testified that they removed "three panels at the bottom." (T:230). It is significant to the Board that Mr. Diaz never mentioned working on the top panel.

Mr. Uribe testified that the General Maintenance Manual which guides the work of Mechanics provides that stripped screws must be entered into the maintenance log when they are replaced. (T:62; C-1, p. 2, §B.) The Board finds that the Grievants did not enter on to the log that they had replaced stripped screws.

The Grievants acknowledged in their written statements (C-16, C-19) that they had not removed the upper panel on each side of the tail, nor did they seal any of the panels. Mr. Diaz made this candid admission at the arbitration hearing (T:240-41), while Mr. Moreno testified that he did not recall if he removed the top panels. (T:263). Mr. Sonego testified that Mr. Diaz told him he had never removed the top panel on any aircraft when he was assigned the inspection of the tail. Mr. Sonego asserted that this was of great concern. (T:189-90). He further

testified that Mr. Moreno stated that he, too, had never taken off the top panel and he "did not know what he was looking at." (T:191). A majority of the Board finds the Grievants' "defenses" to be highly troublesome. While each may have thought he was providing exculpatory information, it sounds to the Board like they were clueless about the assigned task and negligent in failing to follow the very detailed job card and schematics that would have helped them to know what they were doing. In any event, if they were so ignorant about the task they were to perform, they had an obligation to reach out to their Lead or Supervisor to ensure that they were properly supervised - or relieved of - an unfamiliar task.

While the Board can appreciate that a relatively new employee who is assigned a task with which they are not completely familiar may feel stressed, the Board finds that such a circumstance is all the more reason the employee must follow the step-by-step procedure stated on the task card, and seek the help of their Lead or Supervisor when needed.

Here, the Grievants explained that they started by working on the right side of the aircraft and removing some panels, but when they ran into some difficulty they moved to the left side of the aircraft and then went back to complete work on the right side. The Board finds that irrespective of whether the Grievants erred by moving from the right side to the left side before coming back to the panels on the right side, the fact remains that they did not take off the top panel on either side

and that meant that they could not visualize the entire mechanism they were assigned to inspect.

The record is uncontroverted that on each side of the aircraft, four panels had to be removed in order for the mechanism in the tail to be fully visible and able to be inspected. This is what the Grievants failed to do. Therefore, their report that they had visualized the elevator mechanisms and both were in proper working order could not have been an accurate description. A majority of the Board finds that the Grievants certified that they had examined the entire tail mechanism and they signed off that all the steps necessary to accomplish this task had been followed. Thus, the Grievants engaged in falsification of records and a failure to complete assigned work. From both maintenance and safety perspectives, this is inexcusable. A majority of the Board finds that this constitutes gross misconduct for which termination is the appropriate penalty.

In reaching the conclusion herein, the Board has thoroughly considered the Union's argument that the Grievants "did not engage in misconduct -just inadvertent, unintentional errors." (Union Brief at p. 10). A majority of the Board finds that the Union's argument ignores one key factor: the Grievants never asked for help. Thus, if their unfamiliarity with the task caused them any confusion, they had an obligation to seek the assistance of their Lead or Supervisor. They did not seek any help, thus allowing an aircraft to be returned to service without the tail inspection being properly completed. The record also

indicates that the Grievants did not apply sealant to the panels, as is required on the task card. The Company argues that this was significant because the sealant can protect against rain or de-icing fluid seeping in, and also prevents the panels from coming off during flight. (Company Brief at p. 14). Fortunately, no adverse incident occurred, but the potential for harm was real. The Company was not arbitrary or capricious in determining that the Grievants engaged in gross misconduct for which termination is appropriate.

Finally, the Union's attempt to impugn the motivation of a co-worker who brought the Grievants' inadequate performance to the attention of the supervisor must fail. (Union Brief at pp. 12-13). There is no evidence that said employee benefitted in any way from his actions. Rather, it indicates that the Grievants' co-workers took seriously their obligations to work accurately and not to compromise in any way the safety of the aircraft.

For all of the reasons set forth herein, a majority of the Board finds that there was just cause to terminate the employment of Carlos Cardenas-Diaz and Elian Sandoval Moreno.

**AWARD**

The grievance is denied. There was just cause to terminate the employment of Carlos Cardenas-Diaz and Elian Sandoval Moreno.

June 12, 2025

  
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Bonnie Siber Weinstock  
Neutral Chairperson

  
\_\_\_\_\_  
Eric E. Mennel, Esq.  
Company designee  
concur

  
\_\_\_\_\_  
Thomas Esposito  
Union designee  
dissent