No. _____

ORIGINAL

24-6555

IN THE

SUPREME COURT OF THE UNITED STATES

Bianca A. Hughley — PETITIONER

vs.

Southwest Airlines — RESPONDENT

ON PETITION FOR A WRIT OF CERTIORARI TO

U.S COURT OF APPEALS FOR THE FOURTH CIRCUIT COURT

Bianca A. Hughley
P.O BOX 24763,
Baltimore, MD 21220
646-623-0186

QUESTION(S) PRESENTED

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., requires plaintiffs to exhaust claims of employment discrimination with the EEOC before filing suit in federal court. Id. § 2000e-5(b), (f)(1).

The Railway Labor Act (RLA) of 1926; which was amended in 1936 to include airline employees, requires airlines to resolve their disputes arising out of collective bargaining agreements through negotiations and mediation procedures that must be exhausted before changing the status quo. "Minor Disputes" are disputes involve the interpretation and application of the collective bargaining agreement. The Railway Labor Act allows employees to sue in federal court to challenge and employers' violation of the Act. The courts can grant employees reinstatement and backpay, and other forms of relief. 45 U.S.C. § 151, 153(i)

The question presented are:

1. Did the United States District Court of Maryland err in their decision to dismiss Ms. Hughley's Breach of Contract claim knowing that Ms. Hughley was denied grievance and arbitration procedures?

2. Can an employer in the RLA deny access to grievance and arbitration in the collective bargaining agreement and prevent an employee from raising a claim for a minor dispute?

3. Can an employee covered by the RLA sue federally for violations that are minor disputes if grievance procedures and arbitration are denied by the employer?

4. Can an employee covered by the RLA sue federally for breach of contract if grievance procedures and arbitration are denied?

5. Can federal courts interpret Collective Bargaining Agreements in cases where grievance procedures and arbitration has been denied by the employer?

6. Did the United States District Court of Maryland fail to review the RLA and properly interpret the stipulations within the act when a violation is alleged?

7. Did the Fourth Circuit Court of Appeals err in their decision to affirm the decision of the United States District Court of Maryland without reviewing the RLA?

LIST OF PARTIES

All parties appear in the caption of the case on the cover page.

RELATED CASES

- Hughley v. Southwest Airlines No. 1:23-cv-02980-SAG. United States District Court For The District Of Maryland. Case Closed April 18, 2024 pending Motion for Leave to Amend Complaint. Judgement entered June 25, 2024.

- Hughley v. Southwest Airlines No. 24-1667. United States Court of Appeals For The Fourth Circuit. Judgement Entered November 21, 2024.

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IN THE

SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

The opinion of the United States Court of Appeals is unpublished. [OBJ]

The opinion of the United States District Court is unpublished. [OBJ]

1.
JURISDICTION

The Fourth Circuit entered judgment on November 21, 2024. The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

STATEMENT OF THE CASE

Ms. Hughley began her employment with Southwest Airlines in May of 2022. Ms. Hughley received many accolades from customers and her peers. On October 17, 2022, Ms. Hughley went to the Baltimore County Police Department to file a complaint. After an intense interaction with officers, Ms. Hughley called out sick. Ms. Hughley was falsely arrested at the Baltimore County Police Department after attempting to file a complaint. Ms. Hughley was taken to a hospital and held at the Baltimore County Detention Center. Ms. Hughley attempted to reach her supervisor Katie McLaren several times to no avail. Ms. Hughley had no choice, but to call out sick. Ms. Hughley was a probationary flight attendant and did not receive sick leave, it would have just been considered a call out. Katie McLaren advised Ms. Hughley to get someone else to help her because she did not know what to do. The only way Ms. Hughley could trade her shift with the help of another employee would be to give that employee her password. Katie McLaren knew that. Ms. Hughley was able to trade two shifts at the cost of $450 dollars.

Ms. Hughley was released three weeks later on November 7, 2022, and was able to check her schedule. Ms. Hughley was granted a leave of absence; however, she had a mandatory meeting on her schedule. Ms. Hughley was able to reschedule the mandatory meeting for November 10, 2022. Ms. Hughley advised Katie McLaren that she was being falsely accused of a crime she did not commit. Katie McLaren acknowledged during the meeting that she told Ms. Hughley to get someone else to help her. Katie McLaren never provided Ms. Hughley with a copy of her leave of absence. Ms. Hughley's leave of absence was approved by the Legal Department and granted from November 3, 2022 to November 13, 2022. Katie McLaren never provided Ms. Hughley with a copy of her leave of absence. No company business should take place on a leave of absence including mandatory meeting. Ms. Hughley received notification of termination on November 16, 2022 for calling out sick and for giving someone her username and password. Ms. Hughley was never paid sick leave because she was ineligible for it because she was on probation. This is why the legal department granted Ms. Hughley's leave of absence. Ms. Hughley contacted Human Resources, TWU Union 556, Vice President Sonya Lecore, and Region Director Brian Ridgeway to grieve her termination. Everyone stated that Ms. Hughley could not grieve her termination; which was a violation of the Railway Labor Act 45 U.S.C. § 151, 153(i).

Supervisor Katie McLaren Breach the Southwest TWU 556 contract by holding a meeting while Ms. Hughley was on a leave of absence, by not notifying and providing Ms. Hughley with a copy of the leave of absence, by not providing Ms. Hughley to provide a doctor's note for her sick calls, and by advising her to break company policy by getting someone to help her trade her shifts. If Ms. Hughley had participated in the grievance and arbitration process; her termination would have been overturned. Supervisor Katie McLaren breached the contract multiple times and she is still employed with Southwest Airlines. It is clear that Southwest Airlines allows their supervisors to breach the contract in regards to probationary flight attendants because no one has filed a federal suit against them, not even the TWU 556 Union. Ms. Hughley is the first to ever sue Southwest Airlines for Breach of Contract that encompasses a violation of The Railway Labor Act.

At the time, Ms. Hughley was under the impression that she was not covered by the Railway Labor Act (RLA) or grievance procedures due to the language in the TWU 556 contact. The contract strictly prohibits probationary flight attendants from grieving terminations. Honorable Judge Stephanie A. Gallagher stated that Ms. Hughley was covered by the RLA despite her probationary status citing *Davis v. Bell Atl-W Va. Inc, 110F3d 245, 246 (4th Cir. 1997);* there is a clear difference between the two cases. Ms. Hughley was not offered a settlement. Ms. Hughley was not allowed to participate in the grievance and arbitration process for minor disputes as the RLA states. Therefore, Honorable Judge Gallager erred in her decision by dismissing Ms. Hughley's breach of contract claim because the breach encompassed a clear violation of the RLA; which was denying Ms. Hughley participation in the grievance and arbitration process. Ms. Hughley could not move forward with her Title VII claims because her breach of contract claim was dismissed with prejudice and it was significant error for her case. Honorable Judge Gallager stated that Ms. Hughley did not ask the court to review the RLA; however, one can then question how the decision was made without review of the RLA. Employees can sue for violations of the RLA, minor disputes should be handles under grievance and arbitration, and Ms. Hughley was denied grievance and arbitration. Ms. Hughley appealed her case to The Fourth Circuit Court and the decision was affirmed 28 U.S.C. § 1254(1).

Southwest Airlines could not terminate Ms. Hughley for being arrested because there was no policy in regards to procedures involving arrests. This is corroborated by Katie McLaren stating she did not know what to do. The legal department gave Ms. Hughley a leave of absence while knowing she called out sick. There is no other way to call out at Southwest Airlines. In fact, the union stated if Ms. Hughley did a no call no show, she would have had a opportunity to present jail records to confirm that she was in fact incarcerated. Being arrested does not mean someone is guilty. Several charges against Ms. Hughley were dismissed while the others were dismissed after appeal. If Southwest wanted to terminate Ms. Hughley, they could have done so while she was incarcerated; however, the Legal Department decided to give Ms. Hughley a leave of absence. Ms. Hughley was terminated for calling out sick, but was not provided an opportunity to provide paperwork to corroborate the first sick call. The second sick call was due to Katie McLaren not being available via phone; this was of no fault of Ms. Hughley. Ms. Hughley was also terminated for sharing her user name and password even though Katie McLaren advised her to get someone to help her trade her shifts. Obviously, incarcerated people do not have unlimited access to computers. In what ways did Katie McLaren expect Ms. Hughley to get someone to help her trade her shifts, if trading her shifts required her to share her username in password. Knowing all of this, the Legal Department extended Ms. Hughley a leave of absence. Katie McLaren decided to have a fact-finding meeting during the leave of absence for the exact same circumstances that Ms. Hughley was granted a leave of absence. If Ms. Hughley was afforded the opportunity to participate in grievance and arbitration procedures, we would not be here.

REASONS FOR GRANTING THE PETITION

I. THE UNITED STATES DISTRICT COURT AND THE FOURTH CIRCUIT COURT OF APPEALS DECISION WAS WRONG.

Ms. Hughley was an employee of Southwest Airlines. Southwest Airlines is an employer defined under the Railway Labor Act. The Railway Labor Act states that all minor disputes should be handled under grievance and arbitration procedures. Ms. Hughley was denied that process. This is an automatic violation of The Railway Labor Act. It is explicitly outlined in TWU 556 contract from effective from June 13, 2013. Southwest Airlines has been violating the Railway Labor Act since June 13, 2013 by denying probationary flight attendants the ability to go through the grievance and arbitration process.

Ms. Hughley could have also amended her claim for Title VII for Race based Discrimination if she could prove that the application of the disciplinary procedures was applied differently to those who similarly situated than her. Ms. Hughley was not afforded that opportunity because her Breach of Contract claim was prematurely dismissed with prejudice. Ms. Hughley had to forgo her Leave to Amend her Title VII claim to ensure she was able to appeal for her Breach of Contract claim. Ms. Hughley has clearly shown that her breach of contract claim was related to a violation of the Railway Labor Act. Employees under the Railway labor act are allowed to sue for violations of the Act.

II. THIS IS A PRECEDENTED CASE INVOLVING INTERPRETATION OF THE RAILWAY LABOR ACT.

Ms. Hughley is the first flight attendant to bring an action in federal court against Southwest Airlines for violation of the Railway Labor Act in regards to denial of grievance and arbitration procedures for probationary flight attendants. Southwest practice of denying probationary flight attendants the ability to grieve terminations has been longstanding and upheld by not only Human Resources, but top executives within the company. No other airline has denied their probationary flight attendants grievance procedures. If the Supreme Court does not overturn this case; it will set a precedent that would allow all airlines to deny grievance and arbitration procedures to probationary flight attendants that have been terminated. That was not the purpose of the Railway Labor Act. The Railway Labor Act advised that all minor disputes should be held through grievance and arbitration to avoid unnecessary strikes. Southwest Airlines and any other airlines could now use this case to discriminate against probationary flight attendants under the guise that that were terminated during probation. This is not what was meant to happen. Ms. Hughley is asking The Supreme Court to review The Railway Labor Act.

III. FEDERAL COURTS SHOULD ALLOW EMPLOYEES TO BRING BREACH OF CONTRACT CLAIMS AGAINST EMPLOYERS WHO DENY GRIEVANCE AND ARBITRATION TO EMPLOYEES UNDER THE RAILWAY LABOR ACT

The Railway Labor Act does not exclusively prohibit employees from bringing Breach of Contract claims before a federal court. The Railway Labor Act only states that all minor disputes should be held through grievance and arbitration procedures to avoid a strike. The Act prevents courts from interpreting the Collective Bargaining Agreement (CBA); however, like in this case, what if grievance and arbitration are denied to the employee? Southwest has been using this as a loophole to deny probationary flight attendants' grievance and arbitration; while pretending to uphold the Railway Labor Act. Southwest has been able to circumvent the protections that the Railway Labor Act was supposed to uphold for employees; a fair and just system without going to federal court or going on strike. Southwest knows that no federal court would review their CBA even if they deny grievance and arbitration to an employee.

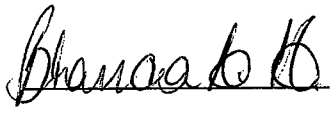
IV. INTERPRETATION OF THE COLLECTIVE BARGAINING AGREEMENT SHOULD BE ALLOWED IN INSTANCES WHERE AN EMPLOYER DELIBERATEY CIRCUMVENTS THE GRIEVANCE AND ARBITRATION PROCESS.

The Railway Labor Act was created to avoid unnecessary strikes and disruption in the railroad and airline industries. Grievance and Arbitration procedures were supposed to be the standard process for minor disputes. If an employer in the RLA deliberately prevents an employee from engaging in grievance and arbitration procedures, then their Collective Bargaining Agreement should be able to be reviewed and interpreted by federal courts. The employee would have no recourse if this was not allowed. Southwest Airlines found a loophole and it must be closed to prevent potential discrimination by using the stipulations of the RLA.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,



Bianca A. Hughley

Date: February 7, 2025