

STATE OF CONNECTICUT, DEPARTMENT OF LABOR
BOARD OF MEDIATION AND ARBITRATION

TOWN OF WALLINGFORD

CASE NO. 2021-A-0322

and

Award Date: August 24, 2022.

NIPSEU, LOCAL 2019

ZOOM HEARING HELD June 14, 2022

ADVOCATES

Dennis G Ciccaello, Esq., for the Town

Eric R. Brown, Esq., for the Union

ISSUE

Is this grievance arbitrable?

FACTS OF THE CASE

Larry Abele (Grievant) was transferred to a new position July 9, 2020. In his previous position the Grievant was paid \$26.27 as a Maintainer III, while in the new position of Meter Reader he was to be paid \$27.80 per hour. Shortly before the filing of the grievance on September 4, 2020, the Grievant learned that he was, according to the union contract, being underpaid.

TOWN'S POSITION

The Town is clear that they see this grievance as untimely since the Grievant took almost two months from the start of the new job until filing the grievance. Their supporting evidence, Article 10 of the contract (Grievance Procedure), states:

a) Step 1

The aggrieved employee with the steward, within three (3) working days after the grievance arises, shall state his case to the supervisor who will use his best efforts to settle the dispute and shall give his answer withing three (3) working days.

The Town also places the responsibility of knowing the correct pay rate and not following the negotiated grievance timeline squarely on both the Union and the Grievant.

THE UNION'S POSITION

The union contends that the grievance was filed within the time requirements of Article 10 since the Grievant was unaware of the possible pay discrepancy until shortly before filing in early September.

DISCUSSION

The contract places limitations on what is or isn't a grievance and when they must be filed to legitimately progress through the procedure. Without those controls the logical and timely progression of issues in contention would mutata into the antithesis of what a contract provides to the workplace and become uncontrollably chaotic. The issue before the panel asks, did the Grievant follow the negotiated procedure?

The grievance is arbitrable.

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Mark E. Sullivan

Mark E. Sullivan, Alternate Public Member

8/22/22

Date

Michael C. Culhane - Dissenting

Michael C. Culhane, Permanent Management Member

8-22-22

Date

Jeffery L. Scardon

Jeffery L. Scardon, Alternate Labor Member

8-22-22

Date