

C# 6339

REGULAR ARBITRATION

In the Matter of the Arbitration between the)
UNITED STATES POSTAL SERVICE)
and)
NATIONAL ASSOCIATION OF LETTER CARRIERS AFL-CIO)
(
Grievant: Edward Hobaica
Post Office: Springfield, MA
Case No: N4N-1J-C-6164

JUDGE

Rodney E. Dennis, Arbitrator

Appearances:

For US Postal Service:

Bruce Dubay - Labor Relations Field Assistant

For the Union:

Jon Weissman - Secretary, Branch 46, NALC
James Graham - President, Branch 46, NALC

Date of Hearing: June 10, 1986

Place of Hearing: Springfield, Massachusetts

Award: The Grievant shall be paid four hours pay at the straight-time rate.

Date of Award: June 19, 1986

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BACKGROUND OF THE CASE

As of May 1, 1985, Utility Position #7 at Forest Park Station was vacant and should have been posted as a hold-down position. It was not so posted and filled until May 11, 1985, at which time the Grievant, Edward Hobaica, was awarded the position. The Union contends that when the job was awarded to the Grievant, it was also agreed that some monetary payment would be made because he was denied the job for 11 days. It was left to settle on an amount that he should be paid.

The Postal Service stated in the record and at the arbitration hearing that the settlement of the grievance that awarded the Grievant the job was to be without any monetary payment because no loss of wages on the Grievant's part could be demonstrated.

FINDINGS

The Postal Service violated the Agreement in this instance and the Grievant was harmed to some degree. (He was denied a job that he could hold.) Since I find nothing in the record that indicates the grievance was to be settled with or without payment, I am compelled to apply the same concept here that was applied

in Case No. N4N-1J-C-9984, (the Postal Service should not be allowed to violate the Contract in the area of posting and the awarding of jobs without some dollar payment to the affected employee). I have therefore concluded, based on the total record of this case, that the Grievant should be awarded four (4) hours pay at the straight-time rate as compensation for his delay in obtaining the hold-down position.

AWARD

The Grievant shall receive four hours straight-time pay.

Rodney E. Dennis
Rodney E. Dennis
Arbitrator

June 19, 1986