

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS  
**EXPEDITED ARBITRATION AWARD**

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In the Matter of Arbitration between \*  
LEICESTER SCHOOL COMMITTEE \*  
and \*  
INTERNATIONAL UNION OF \*  
PUBLIC EMPLOYEES \*  
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Case No:  
ARB-14-4226  
Date Issued:  
May 1, 2015

**Issue:** Is the grievance arbitrable? Did the School Committee violate the layoff and recall provision of the collective bargaining agreement when it reduced the grievant's hours? If so, what shall be the remedy?

**Analysis:** The School Committee argues that the grievance in this matter is untimely and thus the arbitration is procedurally non-arbitrable. The Union argues that the grievance was timely filed within thirty days of the grievant becoming aware that not all employees' hours were reduced.

The grievance procedure provision of the collective bargaining agreement states in relevant part:

An employee or group of employees having a grievance shall present it in writing through the Union steward or bargaining representative, to the Food Service Director/designee ... This must take place no later than ten (10) working days after the employee is aware or reasonably should have been aware of, the event or events giving rise to the grievance, but not to exceed 30 school days from the event or events giving rise to the grievance.

Here the Union argues that the grievant was sick and missed a September 30, 2014 Union meeting, where the reduction in hours for some employees was discussed. The Union argues that the grievant did not become aware until October 24, 2014 that not all employees' hours were reduced, and that some employees junior to her in seniority continued to work their full hours. The Union then argues that the November 21, 2014 filing of the grievance was within thirty days of when the grievant became aware of the alleged violation, as allowed by the contractual language cited above. The School Committee argues that the grievance filing was late under the contractual requirement that employees file within ten working days of their awareness of an alleged violation and that the filing be no more than thirty days from the occurrence of the event. Here the School Committee contends that the triggering event was the August 5, 2014, notice which was sent to employees informing them of their hours for the upcoming school year.

The Union's reliance on the thirty days as the window to file a grievance is a misinterpretation of the cited language. The cited language specifically states that a grievance must be filed within ten working days after the employee is aware or reasonably should have been aware of the event or events giving rise to the grievance. Even assuming arguendo that the grievant was not aware or reasonably should not have been aware until October 24, 2014, as was argued at the hearing, for the grievance to be timely, it would need to have been filed by November 7, 2014. The grievance in this case was not filed until November 21, 2014.

I find the grievance to be procedurally non-arbitrable, and the grievance is denied.

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Timothy Hatfield, Arbitrator