COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

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In the Matter of the Arbitration Between: *

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TOWN OF ACUSHNET *

* ARB-15-4509

-and- * ARB-15-4510

*

AFSCME, COUNCIL 93 *

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Arbitrator:

Kathleen Goodberlet, Esq.

Appearances:

Jeffrey Hughes, Esq. - Representing the Town of Acushnet

Philip Brown, Esq. - Representing AFSCME, Council 93

The parties received a full opportunity to present testimony, exhibits and arguments, and to examine and cross-examine witnesses at a hearing. I have considered the issues, and, having studied and weighed the evidence presented, conclude as follows:

AWARD

The grievances are procedurally non-arbitrable and are denied.

Kathleen Goodberlet, Esq.
Arbitrator
August 3, 2016

INTRODUCTION

On April 21 and April 22, 2015, AFSCME Council 93 (Union) filed petitions for arbitration in case numbers ARB-15-4509 and ARB-15-4510. The Department of Labor Relations (Department) granted the Union's assented-to motion to consolidate the cases for arbitration. On March 1, 2016, the Town of Acushnet (Town) filed a Motion in Limine to Bifurcate and to Issue a Bench Decision on Arbitrability. Pursuant to the provisions of M.G.L. Chapter 23, Section 9P, the Department appointed Kathleen Goodberlet, Esq. to act as a single neutral arbitrator with the full power of the Department. At a hearing on March 7, 2016, I granted the Town's Motion to Bifurcate, but denied its Motion to Issue a Bench Decision on Arbitrability.[1] The parties agreed on the issues in the cases, but only presented exhibits and witnesses relative to the issue of procedural arbitrability at hearing, and briefed that issue alone. The Town filed a brief on March 17, 2016 and the Union filed a brief on April 6, 2016.

THE ISSUES

(1) Are the Union's grievances procedurally arbitrable?

(2) If so, did the Town violate Article 27 (Storm Closing) of the collective bargaining agreement when it docked Joann DeMello and Wanda Hamer for fifteen (15) minutes of pay for leaving early on January 26, 2015?

(3) If so what shall be the remedy?

[1] The Union objected to the Arbitrator's decision to bifurcate.

RELEVANT CONTRACT LANGUAGE

The parties' collective bargaining agreement (Agreement) contains the following pertinent provisions:

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement the disposition of which is not provided for in any law, rule or regulation shall be settled in the following manner:

Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor, or Town Administrator if the employee works for an elected board or official other than the Board of Selectmen, within three working days of the date of the grievance or his knowledge of its occurrence. The Supervisor shall attempt to adjust the matter and shall respond to the Steward within three working days.

Step 2: If the grievance has not been settled, it shall be presented in writing, to the Selectmen within three working days after the supervisor's response is due. The Selectmen shall respond to the Steward in writing within five (5) working days after their next scheduled meeting following receipt of the grievance.

Step 3: If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Selectmen is due, by written notice to the other, request arbitration.

* * *

Grievances involving disciplinary action shall be processed beginning at the second step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employees.

An arbitrator shall not have any power to alter, amend, add to, modify the terms of the parties' collective bargaining agreement in

his/her decision. The filing deadlines may be extended by mutual agreements of the parties.

* * *

ARTICLE XXVII

STORM CLOSING:

In the event that the town offices are closed due to inclement weather conditions, employees shall receive a full days pay for each day that the above holds true, with the exception of the custodian.

In the event there is a "State of Emergency" issued by the Governor of Massachusetts and/or the town of Acushnet closes its offices due to inclement weather or for other reasons, the employees will have no loss of pay nor will there be a deduction from vacation time, sick time, or personal time.

FACTS

The Town and the Union are parties to the above-referenced Agreement that was in effect at all times relevant to this arbitration. The grievants, Wanda Hamer (Hamer) and Joann DeMello (DeMello), are Senior Clerks in the Town's Health Department.[2] On January 26, 2015, Hamer and DeMello left work fifteen minutes early, at 3:45 p.m., after the Governor declared a State of Emergency. Subsequently, around February 10, 2015, DeMello's supervisor told her that that payroll would dock .25 for her early departure on January 26, 2015, information that Hamer also learned at about the same time. On February 13, 2015, DeMello and Hamer received their paychecks and immediately noticed that they lost pay on January 26, 2015.

[2] DeMello has worked for the Town for 27 years.

The week of February 16, 2015, DeMello contacted Union Steward Sue Picard (Picard) regarding the January 26, 2015 events and loss of pay. DeMello told Picard that she wanted to discuss the next step with a Union Staff Representative. Picard told DeMello that she would forward the issue to the Staff Representative, but also told her that the Governor had issued only a State of Emergency for a travel ban effective at midnight on January 26, 2015. After not hearing back from Picard, DeMello emailed Picard and Union Staff Representative Mike Thomas (Thomas) on March 4, 2015. The following day, Picard called DeMello and told her that Thomas was ill and unavailable. On March 6, 2015, after DeMello again asked Picard if Thomas was available, Picard explained that he was in the hospital, and that the Union was working on getting another Staff Representative.

On March 13, 2015, DeMello and Hamer met with Picard and Union Staff Representative Scott Taveira (Taveira)[3] to discuss the January 26, 2015 loss of pay. They discussed the Governor's January 26, 2015 declaration and the language of the Agreement. Taveira told DeMello that it was all a matter of contract interpretation and that he and Picard would ask Town Administrator Alan Coutinho (Coutinho) to look at the wording of the contract. Later that day, Taveira and Picard discussed the issue with Coutinho, who told them that he could not

[3] The parties' briefs refer to Taveira and Tavaria. For consistency, I refer to the Union's spelling of Taveira.

resolve the issue, and to file a grievance.[4] Subsequently, Picard called DeMello and told her that Taveira had not had any luck with Coutinho, but that DeMello could file a grievance. DeMello asked Picard to get the grievance paperwork ready for her to pick up the following Monday.

On March 16, 2015, the Union filed Step 1 grievances on behalf of Hamer and DeMello alleging that the Town had violated Article XXVII of the Agreement.[5] Two days later, by letters dated March 18, 2015, Coutinho informed Hamer and DeMello that he had received their Step 1 grievances on March 17, 2015, and that he would hold a Step 1 meeting on March 20, 2015. In his previous 15 years as Town Administrator, Coutinho had not received any grievances relative to storm closings.

At the March 20, 2015 Step 1 grievance meeting, the Union presented its interpretation of the contract and its position regarding the January 26, 2015 loss

[4] The Town argues in its brief that DeMello was the only witness to testify about the March 13, 2015 conversation between Taveira, Picard and Coutinho, and that DeMello had no personal knowledge of the conversation because she was not present. However, Coutinho also testified about the conversation. When asked on cross-examination whether he told Taveira and Picard that he could not resolve the issue and to file a grievance on the matter, Coutinho did not deny having that conversation or making that statement. Rather, Coutinho testified that he could not remember the whole conversation. On redirect, when asked with respect to the March 13, 2015 conversation whether he waived the timeline for filing a grievance, he again did not deny having the conversation, but testified that he did not recall waiving timeliness. Therefore, I find that Coutinho talked to Taveira and Picard on March 13, 2015 about Hamer and DeMello's loss of pay, and that Coutinho told them to file a grievance. Whether Coutinho orally waived the timeline for filing the grievances on March 13, 2015 is immaterial because Coutinho's March 25, 2015 letters did not dismiss the grievances as untimely.

[5] Because there is no dispute that Storm Closing is in Article XXVII of the Agreement, I conclude that the Union in advertently refers to "Article XXVIII (Storm Closing)" in its brief.

of pay.[6] At the end of the meeting, Coutinho said that he was denying the grievances. There is no evidence in the record that he said that he found the grievances untimely filed at Step 1, and that he was denying them for that reason. In response, DeMello told Coutinho that she wanted to go forward to the next step in the grievance process.[7] Coutinho then stated that the next step in the process was for DeMello and Hamer to go before the Board of Selectmen at a meeting on live television.[8] DeMello responded by asking that the Selectmen hear the grievances in an executive session because she had concerns about being on live television. Taveira and Picard told her that they would look into the

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[6] Coutinho and DeMello provided conflicting testimony regarding the March 25, 2015 meeting attendees. Both testified that Coutinho, Picard, Hamer and DeMello attended. Coutinho also testified that Union Business Agent Karen Hathaway (Hathaway) attended and that he could not remember if Town Finance Director Kathy Doane (Doane) attended. DeMello testified that Kristin Costa (Costa) and Taveira attended, and denied that Hathaway attended. I need not resolve any conflicting testimony about meeting attendees because it is not a material fact.

[7] There is conflicting testimony on this point. Coutinho testified that he did not remember Hamer and DeMello telling him that they would go forward to the next step in the process. In contrast, DeMello testified that she told Coutinho at the March 20, 2015 meeting that she wanted to go to Step 2. I credit DeMello's testimony that she told Coutinho that she wanted to go to Step 2 because Coutinho did not deny it, but merely claimed that he did not remember whether Hamer and DeMello told him that they would go forward to the next step.

[8] There is also conflicting testimony on this point. Coutinho testified that he did not remember telling Hamer and DeMello that they had to bring their grievances to the Board of Selectmen on television, but claimed that he "could have said that" to the Union stewards. Coutinho further testified that he "would have" said that it was the Selectmen's decision about whether they would have to present their grievances during an open session. DeMello testified that after she said that she wanted to go to Step 2, Coutinho told her that she had to go in front of the Board of Selectmen on live television. I credit DeMello's testimony on this point because Coutinho merely offered speculative testimony about what he could have or would have said and did not deny making the disputed statement.

issue. There is no contractual provision or past practice of the Board of Selectmen hearing grievances during open, televised sessions.

By letters dated March 25, 2015, Coutinho denied Hamer and DeMello's Step I grievances for reasons unrelated to timeliness, stating, in relevant part:[9]

> I am denying your grievance for approximately 15 minutes of pay for storm closing for several reasons.
>
> I do not agree with your interpretation of Article XXVII. We interpreted it to read the Governor must declare a State of Emergency and the Selectmen must close Town Hall to receive storm closing pay. Based on your interpretation Town Hall would have to close immediately any time the Governor declares a State of Emergency.
>
> We have no knowledge of any past practice that AFSCME Employees received storm closing pay for a State of Emergency when the Selectmen didn't close Town Hall.
>
> We disagree with your claim Article XXVII was bargained because you felt the Selectmen were not closing Town Hall soon enough under certain conditions. We believe that this is why Article XXIII was agreed to.

The Union did not file at Step 2 in writing with the Selectmen within three working days after Coutinho issued the March 25, 2015 Step 1 denials, as described in Article XI of the Agreement.[10] Rather, about 10-14 days after Coutinho issued the March 25, 2015 dismissals, Picard verbally told Coutinho that Hamer and DeMello wanted to meet with the Board of Selectmen. Coutinho told Picard to send something in writing, and that he would not add Hamer and

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[9] Hamer and DeMello received identical March 25, 2015 letters denying their grievances.

[10] DeMello testified that she did not file at Step 2 because she was still waiting for Taveira and Picard to get back to her on the issue of whether the Board of Selectmen would hear the grievances during an executive session.

DeMello to the Selectmen's upcoming meeting agenda. Coutinho also told Picard "good luck with that" as it was significantly past the filing deadline.

On April 21 and 22, 2015, the Union filed arbitration petitions with the Department. Article XI of the Agreement provides for arbitration at Step 3 of the grievance procedure. However, the parties have no oral or written agreement waiving Step 2. In the last 15 years, the parties have not processed a grievance directly from Step 1 to Step 3. Prior to filing for arbitration, the Union did not notify the Town that it would bypass Step 2 of the grievance procedure or seek the Town's assent to do so.

POSITIONS OF THE PARTIES

THE TOWN

The Union's grievances are not procedurally arbitrable because the Union failed to follow the mandatory, contractual process described in Article XI of the Agreement by: 1) failing to file the grievances within 3 working days after the grievance or the Union Steward's knowledge of its occurrence; and 2) intentionally and unilaterally skipping Step 2 of the grievance procedure. The parties' use of the word "shall" throughout the Article XI Grievance Arbitration Procedure cannot be ignored or minimized, as it clearly represents the mutual understanding and intent of the parties for the process to be mandatory for "any grievance or dispute" that arises between the parties. Article XI also states that "[a]n arbitrator shall not have any power to alter, amend, add to, [or] modify the terms of the parties' collective bargaining agreement in his/her decision."

First, the Union's grievances are not procedurally arbitrable because, contrary to the Agreement, they were filed more than 3 working days after the grievance or Union Steward Picard's knowledge of its occurrence. The Agreement clearly and unambiguously provides that "[t]he Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing...within three working days of the grievance or his knowledge of its occurrence." Here, Picard has authority to file grievances on behalf of employees and she had actual knowledge by February 13, 2015, that the Town had docked DeMello's and Hamer's pay. However, the Union filed these grievances on March 16, 2015, nearly 2 months after the grievants left early on January 26, 2015 and over 1 month after the grievants notified Picard that that their pay had been docked. Thus, the Union failed to comply with the contractual timelines for filing the grievances. Additionally, there is no evidence of equity considerations or any other mitigating circumstances to excuse the Union's failure to comply with the contractual timelines for filing grievances. The subject of the grievances is limited to 15 minutes of pay, and Picard's delayed responses to the grievants, and Union Representative Thomas' unavailability and eventual replacement by Taveira does not excuse the Union's failure to follow the Agreement. Further, there is no evidence of any actual mutual agreement between the parties to extend the grievance filing deadlines because Coutino and DeMello both testified that the parties had no oral or written agreement to extend the deadlines for filing grievances in this case.

Second, the Union's grievances are also not procedurally arbitrable because, contrary to the Agreement, the Union failed to file the grievances at Step 2 of the grievance procedure. The use of the word "shall" in the Agreement cannot be ignored or minimized, as it clearly reflects the understanding and intent of the parties for every grievance to be presented to the Board of Selectmen prior to advancing to Step 3 (arbitration). The Agreement required the Union to present DeMello's and Hamer's grievances in writing to the Board of Selectmen at Step 2 within three working days of Coutinho's March 25, 2015 Step 1 decisions. Instead, the Union unilaterally skipped Step 2 of the process, and filed the grievances directly at Step 3 on April 21, 2015, approximately 1 month after Coutinho's Step 1 decisions. Further, the grievants' apprehension regarding the process does not excuse the Union's failure to comply with the mandatory, contractual process and there was no agreement between the parties, oral or written, to waive Step 2. Coutinho testified that in his 15 years as Town Administrator, the Union has not bypassed Step 2.

If this Arbitrator determines that the Union's grievances are arbitrable, despite the undisputed evidence of the Union's failure to follow the mandatory, mutually negotiated contractual process, this Arbitrator will effectively alter, amend and modify the Agreement, because such a decision would render meaningless the contractual process the parties agreed to follow when they signed the agreement. Therefore, the Arbitrator must rule that these grievances are not arbitrable, because any decision to the contrary would, in fact, alter, amend or modify the terms of the Agreement and, thereby, clearly exceed the

Arbitrator's jurisdiction and authority expressly granted by the parties through their mutually negotiated collective bargaining agreement.

THE UNION

Procedural violations are an affirmative defense, that require the Town to demonstrate the following elements: clear timelines outlined in contract, a failure to follow those timelines, and contractual language acknowledging the result from a failure to adhere to the grievance and arbitration procedure, or significant prejudice to the moving party from the failure to strictly adhere to the contractual grievance and arbitration procedures. Los Angeles County Probation Department and American Federation of State County Municipal Employees Local 685, 68 LA 1373, 1378 (1977, Rothschild).

Here, the Town waived its arguments regarding the Step 1 filing dates because it did not raise the issue in its response to the Step 1 grievance. Moreover, the Town has not demonstrated any of the elements necessary to establish a procedural violation occurred with respect to Step 1. The Union filed the March 16, 2015 grievances only 3 working days after the Union Representative received information related to the Town's March 13, 2015 violation. Although the Union Steward knew about the Town's actions prior to March 13, 2015, the Steward was unable to provide information for the Union Representative to determine whether a grievance existed until the March 13, 2015 meeting. Although the Step 1 Agreement language states that, timelines toll upon "his knowledge of its occurrence," this section begins by discussing the "Union Steward/Representative," but then drops to the singular "his knowledge."

This ambiguity could lead to different results. If "his" refers to the Union Steward then the timeline commenced prior to March 13, 2015, but if "his" refers to the Union Representative then the timeline does not commence until March 13, 2015. Without any evidence of who "his" refers to, the Town has failed to demonstrate that the clause is not susceptible of an interpretation that covers the instant dispute. Therefore, the Town has not established the first element of its affirmative defense. In addition, while this contract language is ambiguous, the presumption of arbitrability where a contract contains an arbitration clause is not. Steelworkers v. Warrior & Gulf Navigation Co., 363 US 574, 582-583 (1960).

Even assuming arguendo, that the Union is required to file a grievance once the Steward has knowledge of its occurrence, the Arbitrator need not dismiss the grievances. The parties did not bargain for automatic dismissal language. The Agreement contains no unambiguous language requiring dismissal of untimely grievances. Moreover, there is no language granting or denying grievances merely due to inaction by the opposing party. If the Town has not responded to a grievance, the Union does not prevail, but rather, must file the grievance to the next step. Thus, to apply automatic dismissal as a required remedy only when the Union misses a timeline would be a harsh result, considering that the Town also failed to demonstrate any prejudice from the Union's late filing that would justify a dismissal.

With respect to the alleged procedural violation in failing to file at Step 2 prior to arbitration, the Town has demonstrated clear contractual language as to the step process grievances must follow, and established that these grievances

did not follow the process in the Agreement. However, the Union showed good cause as to why it did not file at Step 2 because the Coutinho told the Union that in order to grieve the matter to Step 2, the grievants would have to present the grievances at the Selectmen's open session, and on public television.

The open session requirement is not one that the parties agreed to or included in the Agreement. M.G.L. c. 30A, § 21 provides for grievance hearings to be placed in executive session. Also, it is an unfair labor practice to insist that a grievance hearing be conducted in open session over the other party's objection. Falmouth School Committee and Falmouth Teachers Association, 12 MLC 1383 (1985). Despite this clear preference towards executive session grievance hearings, as well as Hamer and DeMello's preference for executive session, Coutinho told Hamer and DeMello that they would be required to present their grievances at Step 2 in open session and on public television. As DeMello stated at hearing, but for Coutinho's assertion that the grievances would be heard on public television, the Union and grievants would have forwarded the matter to Step 2. Rather, the Union bypassed Step 2 and forwarded the matter to arbitration on April 21, 2015.

The Town's hands are not clean with respect to its procedural argument. To permit the Town to place additional burdens on the grievants and then use the failure of the Union to comply with those additional burdens as justification for a procedural dismissal would be inequitable. The inequity of dismissal is then compounded by the Town's failure to put forward any evidence of the harm or

prejudice that it has suffered by the Union's action of submitting the grievances to arbitration prior to the Step 2 hearing.

Additionally, there is no Agreement language requiring that a grievance be dismissed because the Union did not file at Step 2. Without a contractual requirement that the grievances be dismissed, the Arbitrator should balance any inequity that the Town might suffer from a procedural error against the inequity that the grievants will suffer if the dispute is not heard and resolved on the merits. Therefore, the case should proceed to be heard on its merits rather than dismissed on "innocuous procedure."

OPINION

The issue before me is whether the Union's grievances on behalf of Hamer and DeMello are procedurally arbitrable. For the reasons stated below, I find that the grievances are not procedurally arbitrable and deny the grievances.

As a threshold matter, I find that the Town waived its Step 1 timeliness arguments. The Town argues that the Union's grievances are not procedurally arbitrable because the Union failed to timely file at Step 1. However, in the March 25, 2015 letters denying the grievances, Coutinho did not raise timeliness issues or deny the grievances as untimely. Moreover, there is no evidence in the record that Coutinho told the Union during the Step 1 meeting that he found the grievances to be untimely. Therefore, I find that the Town waived its right to raise timeliness as a defense at arbitration and dismiss this portion of the Town's

argument.[11] Nevertheless, because the Union bypassed Step 2 of the grievance process, I find that the grievances are not procedurally arbitrable.

Article XI of the Agreement, the Grievance and Arbitration Procedure, states, in relevant part that:

> Any grievance or dispute...shall be settled in the following manner:
>
> Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor, or Town Administrator if the employee works for an elected board or official other than the Board of Selectmen, within three working days of the date of the grievance or his knowledge of its occurrence. The Supervisor shall attempt to adjust the matter and shall respond to the Steward within three working days.
>
> Step 2: If the grievance has not been settled, it shall be presented in writing, to the Selectmen within three working days after the supervisor's response is due. The Selectmen shall respond to the Steward in writing within five (5) working days after their next scheduled meeting following receipt of the grievance.
>
> Step 3: If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Selectmen is due, by written notice to the other, request arbitration.

A plain reading of the grievance-arbitration procedure establishes that it has two steps that the parties must follow before filing for arbitration at Step 3. Here, the Union fulfilled Step 1 by filing grievances with Town Administrator Coutinho on March 16, 2015. However, contrary to Article XI of the Agreement, the Union failed to present the grievances at Step 2 in writing to the Selectmen within three working days after Coutinho's March 25, 2015 letters denying the grievances. Rather, about 10-14 days after Coutinho issued the March 25, 2015

[11] In light of my finding that the Town waived timeliness, I need not address the Union's other arguments regarding the Step 1 of the grievance procedure.

denial letters, Picard verbally told Coutinho that Hamer and DeMello wanted to meet with the Board of Selectmen. Then, on April 21 and 22, 2015, the Union filed for arbitration. It is undisputed that the parties had no agreement or practice to waive the Step 2 contractual requirement. Nor did the Union notify the Town that it would bypass Step 2 or seek the Town's assent.

The Union first argues that it has demonstrated good cause for not filing at Step 2 because, but for Coutinho's statement that the grievants had to present their grievances during a televised, open Selectmen's meeting, the Union would have filed at Step 2. However, in light of the following facts, I find the Union's argument is untenable. Pursuant to the clear and unambiguous contract language in Article XI, Step 2 grievances are the exclusive domain of the Selectmen, not the Town Administrator. Consequently, Coutinho had no authority with respect to the conduct of Step 2 grievance proceedings. Additionally, as the Union acknowledges, there is no provision in the Agreement requiring the Selectmen to hear the Step 2 grievances at open, televised meetings. Moreover, the parties have no past practice of holding Step 2 grievance hearings at open, televised Selectmen meetings. Rather, Article XI of the Agreement requires the Union to present grievances in writing to the Selectmen. Therefore, Coutinho's claims that the Selectmen would hear the grievances during an open, televised meeting were contrary to the Agreement and the parties' past practice. Nevertheless, the Union failed to communicate with the Board of Selectmen. The Union did not file any type of written notice with the Selectmen regarding the grievances, or, at a minimum, seek the Selectmen's position with respect to

Coutinho's baseless assertions about the manner in which the Selectmen would conduct the Step 2 proceedings. In light of these facts, I do not find that the Union had good cause to bypass Step 2.

The Union also argues that the Article XI of the Agreement does not require an arbitrator to dismiss a grievance because of a failure to file at Step 2. However, a plain reading of the Agreement, and the absence of a Step 2 bypass practice, contradicts the Union's position. The Step 2 language states that if the grievance has not been settled at Step 1, "it shall be presented in writing, to the Selectmen within three working days after the supervisor's response is due." The word "shall" unambiguously requires the Union to submit grievances at Step 2 in writing to the Selectmen. Thus, Article XI conditions the submission of a grievance to arbitration at Step 3, on the submission of a written grievance to the Selectmen at Step 2. Moreover, the parties have no past practice of bypassing Step 2 of the process and proceeding directly from the Town Administrator's decision at Step 1 to arbitration at Step 3.

Finally, the Union argues that the Town has demonstrated no prejudice by the Union's failure to file at Step 2. I disagree. The Union did not notify the Town and request assent to depart from the usual grievance-arbitration procedure. In failing to file at Step 2, the Union deprived the Town of its contractual right to process the grievances before the Selectmen.

Because the Union failed to comply with the contractual grievance-arbitration procedure by not filing its grievances at Step 2, and no past practice or

good cause justified this omission, the grievances are not procedurally arbitrable.

The grievances are denied.

AWARD

The grievances are procedurally non-arbitrable and are denied.

Kathleen Goodberlet, Esq.
Arbitrator
August 3, 2016