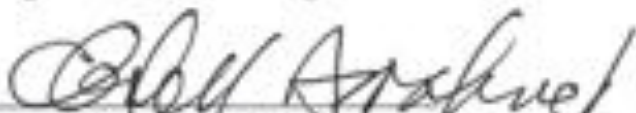



**AGREEMENT/CONTRACT BETWEEN THE  
WESTWOOD SCHOOL COMMITTEE  
AND THE  
WESTWOOD INSTRUCTIONAL, KINDERGARTEN, AND  
LIBRARY ASSISTANTS' UNION**

This Salary Agreement and Contract has been made and entered into by the Westwood School Committee and the Massachusetts Laborers' District Council, Labor Local 272 on behalf of the Westwood Instructional, Kindergarten, and Library Assistants. This contract becomes effective as of September 1, 2023, for a three year period through August 31, 2026. Said agreement calls for the following Articles.



Charles Donahue, Chair, Westwood School Committee

DocuSigned by:  
  
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Nelson Carniero, Field Representative, Massachusetts Laborers' District Council, Local 272

DocuSigned by:  
  
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Sheree Rau, Co-President, Union

## ARTICLE I - PREAMBLE

The following contract, effective September 1, 2023 by and between the Westwood School Committee and the Westwood Instructional, Kindergarten, and Library Assistants' of the Massachusetts Laborers' District Council, Local 272 is designed to maintain and promote the harmonious relationship between the Westwood School Committee and the employees covered by this contract, in order that more efficient and progressive public service may be rendered.

## ARTICLE II - RECOGNITION AND BARGAINING UNIT

The Westwood School Committee recognizes the Westwood Instructional, Kindergarten, and Library Assistants' of the Massachusetts Laborers' District Council, Local 272 as exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, or other terms and conditions of employment for the employees in the bargaining units hereinafter described.

All full-time and part-time Instructional, Kindergarten, and Library Assistants employed by the Westwood Public Schools, excluding managerial and confidential employees, and all other school employees.

## ARTICLE III - EMPLOYEE RIGHTS AND OBLIGATIONS

Organizational Activities: Except to the extent that there is contained in this Agreement an expressed specific provision to the contrary, employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection. In the exercise of such rights, the employees shall be free from any and all interference, restraint, or coercion, and from any discrimination, and without regard to tenure, promotion, or other conditions of employment.

Union Membership: The School Department, upon request, will advise the Union in writing of the name, address, position, and school of each new employee. The School Department recognizes the right of any employee to become a member of the Union and will not discourage, discriminate, or in any other way interfere with the rights of any employee to become and remain a member of the Union.

No Discrimination: Neither the School Department nor the Union will discriminate against any employee for employment because of race, color, creed, sex, or national origin.

No Strike Clause: It shall be unlawful for the employee to engage in, induce, or encourage any strike, work stoppage, or withholding of services by such employees.

Labor-Management Meetings: The parties agree that there shall be periodic labor-management meetings (with no less than one (1) per year) scheduled for the purpose of discussing issues of interest for either of them. The parties shall agree on the composition and format of these meetings.

Seniority: Seniority shall be defined as the length of continuous employment by the Westwood Public Schools in a bargaining unit position covered by this Agreement. Seniority will be lost by resignation, discharge for just cause, failure to return from leave of absence, and failure to report to work as scheduled for three consecutive days without notification. Seniority shall be frozen/tolled during any leave of absence of greater than 30 calendar days. Any individual hired shall be in a probationary status for the first 90 calendar days of employment, does not earn seniority, and may be disciplined or discharged during that probationary period, which is not subject to the grievance or arbitration provision of this Agreement. An employee who successfully completes a probationary period shall then be credited with seniority back to their initial date of hire. Westwood will supply a revised seniority list to the Union on an annual basis.

#### **ARTICLE IV - RIGHTS OF MANAGEMENT**

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibility of the Town are retained by and reserved exclusively to the Town, including but not limited to, the rights to manage the affairs of the Town and maintain and improve the efficiency of its operation; to determine the methods, means, processes, and personnel by which operations are to be conducted; to determine the schedules and assignment of employees to work; to determine the qualifications of all jobs; to establish new job classifications, new job duties and new job functions; to require from each employee the efficient utilization of their services; to hire, promote, assign, retain, discipline, suspend, demote, and to discharge employees for just cause, to promulgate and enforce reasonable rules and regulations pertaining to operations and employees.

#### **ARTICLE V - UNION ACTIVITIES**

Union Officers: The President or one other officer of the Union will be excused from duty, with pay, when required to conduct Union business with management.

Joint Meetings: Joint meetings by mutual agreement between representatives of management and the Union shall be, whenever practicable, held outside of regular working hours except when extraordinary circumstances make it necessary to hold such meetings during regular working hours, the Union representative shall be compensated at their regular rates of pay. And in no event will more than two (2) employees from the Unit be absent from work to conduct business, and they will be paid at the regular rate of pay (straight time).

List of Union Officers: The Union shall furnish the Superintendent of Schools with a written list of its local officers and shall promptly notify the Superintendent in writing of any changes thereto. Only such listed officers shall be recognized by the Superintendent for the purpose of joint meetings except that the Union or the Superintendent of Schools may, at its discretion, be represented by a Union officer, field representative, and/or their legal counsel.

Use of the Bulletin Board: The Superintendent shall permit the use of a bulletin board located in areas frequented by the Union members for posting of notices concerning Union business and activities, in common with other school employee organizations which may have such a right. The Superintendent will make space available for the Union to put up a bulletin board or designate an area on a bulletin board in the following places: in each school and in the teachers' room.

#### **ARTICLE VI - UNION DUES**

An employee covered by this Agreement may choose to join the Union, the sole collective bargaining agent for the employees described above, upon payment of uniform and non-excessive dues and initiation fees as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, by-laws, and constitutions as are uniformly applied by the Union to all its members. Westwood Public Schools will advise the Union in writing of the name, address, classification, and department of each new employee.

Upon receipt by the Westwood Public Schools of a signed voluntary authorization by an employee (see the dues authorization form below), the Westwood Public Schools agrees to deduct the initiation fee (if any) and monthly Union membership dues from the wages of said employee and remit the aggregate amount to the treasurer of the Union along with a list of employees from whose pay said dues have been deducted.

Such remittance shall be made by the tenth (10th) of the succeeding month.

An authorization may be revoked by an employee by sending a signed written notice thereof to the Director of Business and Finance of the Westwood Public Schools. Said revocation shall take effect sixty (60) days after the receipt thereof by the Director of Business and Finance. The Westwood Public Schools shall send a copy of the revocation to the Union.

The following authorization of dues form shall be used for Union dues and initiation fees:

**AUTHORIZATION FOR PAYROLL DEDUCTION**

By: \_\_\_\_\_  
                    Last Name                    First Name                    Middle Name

To: \_\_\_\_\_  
                    Employer                    Department

Effective Date \_\_\_\_\_

*I hereby request and authorize you to deduct from my earnings the Union membership initiation fee and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall continue for a period of one year from the date hereof, or until the termination of this Agreement (whichever occurs first), and shall be automatically renewed for successive periods of one year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

The Union shall notify Westwood Public Schools by certified mail of any change in the sum of money to be deducted as dues pursuant to the authorization hereunder, which amount the Westwood Public Schools shall begin to deduct thirty (30) days after receipt of the notification. The Union agrees to hold the Westwood Public Schools harmless from any liability arising from the operation of this article.

**ARTICLE VII - SALARY**

**Effective September 1, 2023 through August 31, 2024  
Pay scale adjustment.**

**Current employees re placed on the scale in accordance with the following:**

1. Step 5 is placed on Step 3, 4 or 5 depending on longevity in the district
  - a. Employees hired on or before September 1, 2012 are placed on Step 5
  - b. Employees hired between September 2, 2012 and January 1, 2018 and are placed on Step 4

- c. Employees hired after January 1, 2018 are placed on Step 3
2. Step 4 is placed on Step 2
  3. Step 3 is placed on Step 2
  4. Step 2 is placed on Step 1
  5. Step 1 is placed on Step 1

Step 1	Step 2	Step 3	Step 4	Step 5
\$20.85	\$21.48	\$22.12	\$22.78	\$23.47

**Effective September 1, 2024 through August 31, 2025 (2% increase)**

Step 1	Step 2	Step 3	Step 4	Step 5
\$21.27	\$21.91	\$22.56	\$23.24	\$23.94

**Effective September 1, 2025 through August 31, 2026 (3% increase)**

Step 1	Step 2	Step 3	Step 4	Step 5
\$ 21.91	\$ 22.57	\$ 23.24	\$ 23.94	\$ 24.66

Assistants hired after January 31 shall not advance to the next step until July 1 of the following year.

**Longevity**

1. Longevity continues in accordance with the rate schedule in Article VII *for employees who were hired on or before January 1, 2018.*
2. For all other employees hired after January 1, 2018, the longevity rate schedule in Article VII will no longer apply.
3. Longevity rate schedule in Article VII is changed to start upon the *entering* year of service.

<b>Longevity September 1, 2023 through August 31, 2026</b>	
entering 5 years of service	\$1.10 increase to the base rate

entering 10 years of service	\$2.10 increase to the base rate
entering 15 years of service	\$3.10 increase to the base rate
entering 20 years of service	\$4.10 increase to the base rate

### **ARTICLE VIII - SICK LEAVE**

All full time Assistants will be granted a total of fifteen (15) days sick leave per year with an accumulation of unused sick leave to a total of one hundred and eighty (180) days. New hires shall accumulate one and one-half (1 ½) days per month, total of fifteen (15) days per year for a maximum accumulation of one hundred and eighty (180) days.

Sick Leave Buy-Back: Unused sick days will be bought back upon the assistant's filing with the retirement board at the rate of twenty-five dollars (\$25.00) per day for a maximum accumulation of one hundred and eighty (180) days.

Part-Time Assistants: Part-time assistants (20 hours per week or less) will be granted a total of seven (7) days sick leave per year.

Sick leave is granted when an employee is incapacitated from performance of duties due to sickness or injury. Also, sick days may be accessed in the case of illness or injury of a family member (spouse, child, or parent) requiring the attention of the employee, not to exceed ten (10) sick days per year.

The parties acknowledge that the School Department is subject to the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Small Necessities Leave Act.

If an employee is absent from work under the Family and Medical Leave Act for personal illness or injury, they will be required to use any accrued sick, personal, or vacation time during the FMLA leave. If an employee is absent from work under the Family and Medical Leave Act to care for a family member (as defined above), they will be required to use any accrued personal or vacation time and may apply up to ten (10) sick days as described above.

In catastrophic circumstances, an employee may request to access additional accumulated sick leave to care for a family member, which may be granted at the sole discretion of the Superintendent.

### **ARTICLE IX - PERSONAL DAYS**

All full-time Assistants will be granted three (3) personal days per year. New hires who are full-time shall receive one (1) personal day after completing forty-five (45) school days and receive a second (2nd) day after completing ninety (90) school days. Part-time assistants will be granted one (1) personal day per year. New hires who are part-time assistants shall receive one (1) personal day after completing forty-five (45) school days.

Unused personal days shall be added to the Instructional Assistants accumulated sick leave.

Employees are expected to make the request for a personal day at least forty-eight (48) hours in advance in order to ensure the effective operation of the school, except in cases of emergencies or unforeseen circumstances.

Personal leave will not be granted on the day or successive days immediately preceding or immediately following a long weekend (e.g., Memorial Day Weekend), or on the first ten (10) or last ten (10) school days of a school year.

Exceptions may be granted when the Superintendent or designee deems that unexpected circumstances warrant granting of personal leave normally not allowed.

## **ARTICLE X - HOLIDAYS**

All Assistants will be paid for the following holidays:

- Martin Luther King Day
- Good Friday
- Memorial Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving

Assistants will be paid for a full day (regular hours) if the following holidays occur during their regular work schedule in accordance with the terms described below:

- Labor Day
- Rosh Hashanah
- Yom Kippur
- 1/2 Day before Thanksgiving
- Christmas Eve
- Juneteenth



Assistants will only be paid for Labor Day when the work year commences before the holiday. For the purposes of this article, the work year is defined as the first day that instructional assistants report to work until the last day they report to work.

Yom Kippur and Rosh Hashanah will be paid holidays when they fall during the work week and are scheduled as holidays on the school calendar.

Assistants will be paid a full (regular hours) day for working on the early release day before Thanksgiving. An Assistant taking the day before Thanksgiving as a personal or sick day must use a full personal or sick day.

Assistants will be paid for a full day (regular hours) if required to work on Christmas Eve, regardless of the length of the work day. If Christmas Eve is a required work day, in order to take the day as a personal or sick day, an Assistant must use a full personal or sick day.

Juneteenth will be a paid holiday when it falls during the work week and is scheduled as a holiday on the school calendar.

#### **ARTICLE XI - LEAVE FOR RELIGIOUS OBSERVANCE**

Each regular employee can use their accrued personal days for observance of religious holidays that are not regularly included in the school holiday schedule.

Reasonable advance notice to the individual's immediate supervisor is a prerequisite to the granting of leave for religious observance.

Any employee who has obtained religious pay contrary to the above rules and regulations through misrepresentation by them or by any person on their behalf shall be considered to have acted in an unprofessional manner and will be subject to appropriate action.

#### **ARTICLE XII - VACATIONS**

Assistants who are entering their third (3<sup>rd</sup>) year of service will be granted one (1) paid school vacation week (5 working days).

Assistants who are entering their eighth (8<sup>th</sup>) year of service will be granted two (2) paid school vacation weeks (10 working days).

Assistants who are entering their tenth (10<sup>th</sup>) year of service will be granted three (3) paid school vacation weeks (15 working days).

In accordance with the schedule above, an Assistant shall be credited with additional vacation days during the first week in September after completing their second (2), seventh (7), and ninth (9) years of service or upon entering their third (3), eighth (8), or tenth (10) year of service.

Vacation days may not be used while school is in session. Vacation days may be used during school vacation weeks (Winter, February, April). Assistants may also use vacation days in the event of an unanticipated weather-related closure.

Unused vacation days do not carry over from year to year. Any unused vacation days at the end of a school year will be forfeited.

### **ARTICLE XIII - TUITION REIMBURSEMENT**

Any assistant who has completed two (2) full years of service in the Westwood Schools shall be eligible for up to \$500 per year in job-related course reimbursement.

- Courses must be approved in advance by the Director of Students Services or designee.
- Courses must be satisfactorily completed with a grade of "B" or higher.
- The total reimbursement per year shall not exceed \$500 per individual.

Courses required by the student services department or the Westwood Public Schools shall be paid in full by the school department.

### **ARTICLE XIV - BEREAVEMENT**

Bereavement leave may be granted to all Assistants not to exceed three (3) days without the loss of pay and in addition to any other leave. This applies to death of a parent, sibling, spouse, child, grandchild, grandparent, domestic partner, in-law, or a permanent member of the immediate household. One day leave without loss of pay shall be granted for an assistant to attend the funeral of another family member. Extensions will be granted in extenuating circumstances, with additional days to be taken from accumulated sick leave.

### **ARTICLE XV- SCHOOL DELAYS OR CLOSURES**

In the event of a school building closure and a "no school day" that will be made up at a later time (such as a Snow Day), Assistants will not be paid at the time of the closure and may use accrued vacation or personal days.

If the school building is closed but school is in session and Assistants are assigned remote work, Assistants will be expected to work and paid for regularly-scheduled hours. Assistants will be paid their regularly-scheduled hours in the event that the Assistant's school has a delayed opening or early release due to inclement weather or any unforeseen circumstances.

## **ARTICLE XVI - STAFF DEVELOPMENT**

Assistants are required to attend Staff Development Day programs upon request from their supervisor. On staff development days, Assistants will be paid from the beginning of the work day until the end of their staff development.

Education Incentive: Assistants who work twenty-one (21) or more hours per week and maintain a valid Massachusetts teaching license for the duration of the school year will receive a \$450 stipend at the completion of that school year.

## **ARTICLE XVII - WORK YEAR**

The work year for Assistants will normally be the one hundred and eighty (180) day school calendar, plus the day before school opens and the day after school closes.

## **ARTICLE XVIII- PERFORMING ALTERNATIVE DUTIES**

Any Assistant performing duties for the school principal which is outside the accepted scope of an assistant's duties (i.e., cafeteria monitor, office receptionist) when such duty extends the working hours of said assistant, shall be paid at the assistant's contractual wage.

If an instructional assistant provides coverage for a teacher who is absent from work, the assistant will earn \$23 for a partial day of coverage (from at least one hour up to three hours) and \$45 for full day of coverage (more than 3 hours). Coverage for special educators attending IEP-related meetings and conferences is not included.

Any Assistant performing duties for the school principal in order to support student inclusion in after-school enrichment and extra-curricular programming shall be paid at the Assistant's hourly rate.

Any Assistant performing duties for the school principal which are outside the accepted scope of an assistant's duties (i.e. leading an established after-school club or activity that is posted and compensated by stipend), when such duty extends the working hours of said assistant, shall be paid at the stipend rate.

Teacher coverage during the school day, as well as duties assigned by the school principal that extend the working hours of an assistant, shall be considered pensionable service, if accepted as such by the Norfolk County Retirement System.

## **ARTICLE XIX - EVALUATIONS/REDUCTION IN FORCE**

All evaluations will be reviewed by the Assistants on an annual basis with their immediate building principal by June 15 of the current year. By no later than August 1,

the Assistant will receive a letter of employment for the upcoming year with their anticipated assignment. If a reduction in force occurs, Assistants will be riffed on the basis of seniority and qualification of evaluation.

In the event of a layoff due to a lack of work or lack of funds, the most junior employee shall be laid off first, then the next junior going up the seniority list. Recall shall be the last one laid off and shall be recalled first going down the seniority list. An Assistant shall be eligible to be recalled for up to one (1) year. The rights of a laid off employee under this Section shall be further subject to the following conditions:

1. That such employee at the time of such application is qualified for such position.
2. That the employee is available to return to the position within 21 days (or such longer time as the School Department may allow) after notice of acceptance for the position is mailed to the School Department. The School Department shall notify a laid off employee of any vacancies in bargaining unit positions that arise after their date of layoff. A laid off employee who has the rights under this Section shall keep the School Department's Human Resources office informed of their current mailing address and telephone number. This Section shall apply to an employee for up to 12 months from their date of layoff. Employees who are recalled shall be considered as having the same seniority that they would have had if they had not been laid off. Employees upon reinstatement shall have all of their sick time restored upon return. Accrual rates will include all previous years of Service.
3. Employees who have not kept the School Department's Human Resources Office informed of their current mailing address or phone number shall forfeit their rights under this provision.

#### **ARTICLE XX - VACANCIES**

After Management establishes where a vacancy will exist, all vacancies will be posted for ten (10) calendar days. Postings will include location and program. This provision will not preclude management's right to relocate Assistants as needed.

#### **ARTICLE XXI - PERSONNEL FILES**

An employee shall have a right to review their personnel file within forty-eight (48) hours upon written request.

#### **ARTICLE XXII-PARENTAL LEAVE OF ABSENCE**

An Assistant shall notify their principal, in writing, as soon as practicable or at least thirty (30) days prior to the probable date of said leave is to commence.

In the notification, the Assistant shall indicate the duration of requested leave, which is subject to the following state and federal provisions:

1. Massachusetts statutory parental leave (MPLA), which provides an unpaid leave of eight (8) calendar weeks for full-time employees for childbirth and recovery, adoption, foster care, or court-ordered placement of a child. An eligible employee may use accrued sick, vacation, or personal days during MPLA parental leave.
2. Federal Family Medical Leave (FMLA), which provides an eligible full-time employee up to 12 weeks of unpaid leave.

In cases where a newborn may require additional medical services, a member of the bargaining unit may appeal, to the superintendent of schools, the ability to use any accrued sick, vacation or personal time they may have after utilizing FMLA, such request shall not be unreasonably denied

FMLA parental leave runs concurrently with MPLA parental leave. If both parents work in the Westwood Public Schools, they may take a total of 8 weeks for MPLA leave or 12 weeks for FMLA leave.

#### **ARTICLE XXIII - JURY DUTY**

Assistants called to serve jury duty shall not suffer loss of pay.

#### **ARTICLE XXIV - MILITARY LEAVE.**

In accordance with Mass. General Laws.

#### **ARTICLE XXV - GRIEVANCE**

1. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare conditions of Assistants. Both parties agree that proceedings shall be kept as confidential as possible.
2. Definitions
  - a. "Grievance" shall mean a claim by an Assistant that there has been violation, misinterpretation, or misapplication of the provisions of this Agreement/Contract.
  - b. "Party in Interest" shall mean the person or persons making the claim including their designated representatives as provided for herein, and any

person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

- c. "Days" shall mean working school days.

### 3. Time Limits

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- b. If an Assistant does not file a grievance in writing within thirty (30) days after they knew of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.
- c. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

### 4. Informal Procedures

- a. If an Assistant feels that they may have a grievance, they may first discuss the matter with their building principal or Assistant Superintendent.
- b. If an Assistant is not satisfied with such disposition of the case, they shall have the right to have the Union assist them in further efforts to resolve the problem informally with their building principal or Assistant Superintendent.
- c. If the Union approves the grievance, it must be filed with the Assistant Superintendent within five (5) working days.

### 5. Formal Procedures

- a. Level One - Immediate Supervisor
  - i. If an aggrieved person is not satisfied with the outcome of informal procedures, or if they have elected not to utilize them, they may present their claim as a formal grievance in writing to the Assistant Superintendent.
  - ii. The Assistant Superintendent shall, within five (5) days after receipt of the written grievance, render their decision to the aggrieved person.
  - iii. If the aggrieved person is not satisfied with the decision of their grievance at Level One, they may, within three (3) days after the decision or within eight (8) days after their formal presentation, file their written grievance with the Union.
  - iv. If the Union approves the grievance it must be filed with the Assistant Superintendent within five (5) working days.
- b. Level Two - Superintendent of Schools
  - i. The Superintendent shall, within ten (10) days after receipt of formal grievances, meet with the aggrieved person and with the

- representatives of the Union for the purpose of resolving the grievance.
- ii. The Superintendent shall, within three (3) days after the hearing, render their decision in writing to the aggrieved person, with a copy to the President of the Union.
- c. Level Three - School Committee
- i. If the aggrieved person is not satisfied with the disposition of grievance at Level Two, they may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Union to the Westwood School Committee.
  - ii. The Union shall, within three days after receipt, refer the appeal to the School Committee if they so approve.
  - iii. The School Committee shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved person and with representatives from the Union for the purpose of reviewing the grievance.
  - iv. The School Committee shall, within three (3) days after such meeting, render its decision in writing to the aggrieved person, with a copy to the President of the Union.
- d. Level Four - Impartial Arbitration
- i. If the aggrieved person is not satisfied with the disposition of their grievance at Level Three, they may, within three (3) days after the decision, or within six (6) days after the School Committee Meeting, request in writing that their grievance be submitted for arbitration.
  - ii. The Chairman of the Westwood School Committee and the President of the Union shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the American Arbitration Association shall immediately be called upon to select one.
  - iii. The arbitrator shall confer promptly with representatives of the School Committee and the Union shall review the record of prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest as he shall deem requisite, and shall render a decision, in writing, within thirty (30) days.
- e. Level Five - Impartial Arbitration
- i. The scheduling of hearings by the Arbitrator shall occur on weekdays between 4:30 pm and 10:00 pm and at other times agreed upon by the School Committee and the Union.
  - ii. The costs for the services of the Arbitrator shall be borne equally by the School Committee and the Union.

- iii. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.