

**OFFICE PERSONNEL BARGAINING UNIT CONTRACT  
TERM AND RENEWAL**

**WHEREAS**, the Township of Lower Municipal Utilities Authority ("LTMUA") and the Office Personnel Bargaining Unit ("Office Personnel") entered into contract negotiations for a term of five (5) years commencing January 1, 2006 and ending December 31, 2010 and;

**WHEREAS**, the LTMUA and Office Personnel (collectively "Parties") have come to an agreement.

**NOW THEREFORE**, the Parties hereto agree, covenant and contract as follows:

1. The Office Personnel Contract ("Contract") shall be extended for an additional five (5) year period from January 1, 2006 through December 31, 2010.

2. Office Personnel employees shall receive salary increases as follows:

January 1, 2006 – 3.5%

January 1, 2007 – 3.5%

January 1, 2008 – 3.5%

January 1, 2009 – 3.5%

January 1, 2010 – 3.5%

3. This Contract shall continue in full force and effect from year to year thereafter, unless one Party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Contract of a desire to change, modify or terminate this Contract.

IN WITNESS HEREOF, the parties hereto set their hand and seal this 7<sup>th</sup> day of March, 2008.

**TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY**

Dorey Alberbohle  
Attest

3-7-08  
Date

Harrison A. Bittner

The undersigned Office Personnel employees hereby certify to the LTMUA that they represent all of the employees of the Office Personnel, that they are authorized to sign this Contract and in the event that they are not authorized to sign this contract, shall be personally liable to indemnify and defend the LTMUA for any costs incurred by the LTMUA in defense of any action brought by any person claiming that the undersigned individuals did not properly represent them.

**OFFICE PERSONNEL**

Cory Hall  
Witness

3/7/08  
Date

Devin Cottrell

Cory Hall  
Witness

3-7-08  
Date

Geri Douglass

Cory Hall  
Witness

3-7-08  
Date

Sharon Otto

Cory Hall  
Witness

3-7-08  
Date

Kimberly A. Johnson

Cory Hall  
Witness

3-7-08  
Date

Cathy Amherster

Cory Hall  
Witness

03/07/2008  
Date

J. Bailey

## I. INTRODUCTION

1.1 The LTMUA was formed by Ordinance Number 68-10 on July 24, 1968. The operation and authority of the LTMUA is delineated in N.J.S.A. 40:14B-1, et seq. and is specifically for the purpose of providing water and sewer service to the residents of Lower Township, New Jersey.

1.2 The most important aspect of the services provided by the LTMUA and its Office Personnel employees is the safeguarding of the health and welfare of the public, as it relates to water and sewer service. As a service company, the LTMUA must furnish the residents of Lower Township with the best possible service at a reasonable cost. Additionally, the LTMUA must strive to operate its water and sewer treatment facilities in a manner that has no detrimental impact on the environment in and around the service area.

## II. POLICY

2.1 The LTMUA Policy Manual has been prepared so that employees of the LTMUA shall have a convenient and authoritative reference concerning the structure and approved practices for the LTMUA, together with those LTMUA policies that are broadly applicable to all departments and groups of the LTMUA. The policies described herein may be modified or changed from time to time, to meet changing conditions and improvements within the LTMUA. Office Personnel employees of the LTMUA will be notified and all changes will be negotiated at time of renewal.

## III. LTMUA ORGANIZATION

3.1 The organization of the LTMUA is shown on the accompanying chart annexed hereto as **Exhibit "A"**.

## IV. FAIR EMPLOYMENT PRACTICES

4.1 The LTMUA's policy is that job applicants and employees have the right to work in any available job, provided that the individual meets the qualifications for the position unimpeded by discriminatory conditions, which have no association with the qualifications or competence to perform the job, such as their race, color, creed, sex, age, religion, political preference or national origin. This policy applies to all aspects of the employment relationship, including hiring, promotion, transfer, training, wage and salary administration. Promotions/vacancies will be done on an in-house basis.

## V. SUPERVISOR

5.1 The Office Personnel reports directly to the Office Supervisor ("Supervisor"), who as of this Contract is Emily A. Oberkofler

5.2 The Supervisor is in charge of daily work assignments and is responsible for all operations within the Office Personnel. All Office Personnel employees working within this division are to follow all rules, regulations and directives of the Supervisor.

## VI. ABSENCE - EMPLOYEE ABSENTEEISM POLICY

6.1 All Office Personnel employees are expected to report for work on time, on a regular basis. Unnecessary absenteeism and lateness is expensive, disruptive and places an unfair burden on other employees and the Supervisor. Unsatisfactory attendance will also result in disciplinary action, including suspension and discharge. It will also have an adverse effect on any promotional considerations.

6.2 All absences are to be reported directly to the Supervisor or the Executive Director. Absences are to be reported as soon as practical by speaking with the Supervisor or the Executive Director or in the alternative if either one is not available by leaving a detailed voicemail message in the mailbox of either the Supervisor or the Executive Director. Such notice shall be no later than 15 minutes before the scheduled start of work.

6.3 The Supervisor in turn is responsible to report the Office Personnel employee absent. If the absence is not reported, payment for that day or period of absence will not be made. When calling, advise the reason for the absence and when return to work is expected.

**IT IS THE OFFICE PERSONNEL EMPLOYEES' RESPONSIBILITY TO ENSURE THAT PROPER NOTIFICATION IS GIVEN. ASKING ANOTHER EMPLOYEE, FRIEND OR RELATIVE TO GIVE THIS NOTIFICATION IS NOT CONSIDERED PROPER NOTICE, EXCEPT UNDER EMERGENCY CONDITIONS.**

6.4 Any Office Personnel employee who fails to give such notification will be charged with an unexcused absence. If an Office Personnel employee is absent for three (3) consecutive days without notifying the Supervisor or the Executive Director, he/she is subject to discharge. If notice is given and the LTMUA Board does not think it justifies the absence, it will be considered unexcused. The following is the disciplinary action that will be administered for unexcused absences:

- A. First Absence: One-day suspension
- B. Second Absence: Three-day suspension
- C. Third Absence: Ten-day suspension
- D. Fourth Absence: Discharge

- E. Three consecutive days of unexcused absence equates to Discharge.
- F. Repeated lateness will also subject an Office Personnel employee to discipline, including suspension and discharge. An Office Personnel employee may be excluded from overtime work in the week in which an unexcused absence occurs.

6.5 Payment, or consideration of payment, will be given for absence for the following:

A. Sickness or Accident:

(1) Sick leave accumulates at the rate of fifteen (15) days per year, and for periods of less than a full year, at the rate of one & 1/4 day per month. Sick leave will accumulate during periods of vacation, holiday, sick leave and in-work related accident leave. It will not accumulate during military leave and requested and approved leaves of absence, and/or other periods when an Office Personnel employee is separated from the active payroll.

(2) Sick leave shall accumulate if not used, and be carried forward into subsequent calendar years. Unused sick leave may also be accumulated and if an employee leaves in good standing after a minimum of three years of service he/she shall be compensated for 50% of accumulated sick leave. Those employees that retire shall receive 50% of all accumulated sick leave.

**BUY OUT ON SICK LEAVE AT RETIREMENT OPTION  
RESOLUTION NO. 96-A-II0 & NO. 96-A-II1 CONTRACT PERIOD  
JANUARY 1, 1997 TO DECEMBER 31, 2000**

(3) An Office Personnel employee may be required to furnish a written statement from a licensed medical doctor or dentist, prior to payment for sick leave. Such statement must certify that a doctor or dentist examined the Office Personnel employee and certificate may also be required in the case of Office Personnel employees having recurrent short periods of illness. This certificate must contain the same information referred to above. Such certificate may be required for but not limited to:

- (a) Absence for three or more consecutive working days.
- (b) Absence the day before or the day after a paid holiday.

(4) Time lost for work injuries covered under Workman's Compensation will not be charged to an Office Personnel employee's accumulated sick leave. An Office Personnel employee injured on the job, who is out less than seven (7) days will not have time deducted from accumulated sick leave.

(5) Temporary or part-time Office Personnel employees shall not be entitled to sick leave, except at the discretion of the LTMUA. An Office Personnel employee may use accumulated sick leave for personal illness, illness in his/her immediate family, which requires his/her attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. For the purpose of this paragraph immediate family shall mean spouse, child, parent or a relative or dependant living under the same roof.

B. Death in Family. In case of the death of a member of an Office Personnel employee's family, the Office Personnel employee will be allowed time off with pay to make arrangements for, and to attend the funeral. If the funeral is at some distance, sufficient travel time will be granted, but in no case will the total paid absence exceed three (3) working days. Immediate family for the purpose of this paragraph shall mean an Office Personnel employees spouse, child, parent, brother, sister, grandparent, mother-in-law, father-in-law, or any other member of the immediate household.

C. Jury and Witness Duty. An Office Personnel employee will be granted time off when summoned to serve on a Grand or Petit Jury, or when subpoenaed as a witness in a legal proceeding.

D. Military Reserve Duty. An Office Personnel employee will be paid at the regular rate of pay for annual active duty for training or active annual field training shall be granted a leave of absence. Such leave shall be in addition to regular vacation leave. This period spent on Reserve Duty will be reimbursed by the LTMUA in addition to regular vacation.

## VII. LEAVE OF ABSENCE

7.1 Injury on the Job. When a full time Office Personnel employee is injured in the line of duty, the LTMUA may, in adopting a Resolution to that effect, grant the Office Personnel employee up to one (1) year leave of absence with pay, providing the Office Personnel employee will reimburse the LTMUA for monies he/she may receive in the form of Workman's Compensation, temporary disability benefits or from possible legal settlement from, or judgment against the person or persons responsible for the injury. An Office Personnel employee who is injured in the performance of his/her duty shall immediately report the incident to his/her Supervisor, who shall complete a form provided for such report. The completed accident report form shall be submitted to the office for processing before the end of the following work day of which the injury occurred.

7.2 Unpaid Leave of Absence. The Office Personnel employee shall submit a request to his/her immediate Supervisor in writing. If the need for such leave is due to an emergency situation, twenty-four (24) hours notice is required. All other requests should be submitted fifteen (15) days prior to granting of leave. The Supervisor shall submit the request for leave to the Executive Director who shall in turn submit it to the LTMUA Board. Approval or denial shall be the sole discretion of the LTMUA Board.

7.3 The Office Personnel employee shall not earn any seniority during the period of leave. Any leave of absence granted because of illness, disability or pregnancy will not result in cessation of benefits. As to any leave granted for reasons other than stated above, the LTMUA Board shall have sole discretion to determine if such leave will result in cessation of benefits.

7.4 No leave of absence shall be granted under any circumstances to Office Personnel employees who desire to obtain other means or sources of employment, including self-employment. Any Office Personnel employee seeking a leave of absence on such pretext shall be terminated from his/her employment.

## VIII. BENEFITS

8.1 The following benefits are provided by the LTMUA for the full time Office Personnel employees of the LTMUA. Eligibility for participation in these programs becomes effective after the probationary period of three (3) months.

A. Health Insurance: Hospitalization & Major Medical. The LTMUA provides both basic and major medical coverage to all full time Office Personnel employees at no cost to the Office Personnel employee. The basic medical coverage is provided by New Jersey State Blue Cross and Blue Shield ("Insurance Carrier"). The major medical coverage is provided by New Jersey State, Blue Cross and Blue Shield. Office Personnel employees who wish to be covered under a different plan at their expense shall make this request in writing to the LTMUA.

B. Life Insurance. The LTMUA provides at no cost to the Office Personnel employee life insurance coverage of \$5,000.00.

C. Public Employees Retirement System. The LTMUA participates in the New Jersey State Public Employees Retirement System. The Office Personnel employee contribution to this system is in accordance with the rate established by the system at the time of the Office Personnel employee's enrollment. The Office Personnel employee is required to complete the necessary forms for submittal and enrollment and the deductions for this system will be made from the Office Personnel employees pay at each pay period. Participation is mandatory and contributions are in proportion to any Office Personnel employee's salary and age at the time of enrollment. At the end of four (4) years of paying into the system, an Office Personnel employee is able to borrow against the amount he/she has contributed up to one half the total. This loan is payable at present with 4% interest, of course this is subject to fluctuate.

D. Cash Compensation. Intentionally deleted.

E. Prescription Plan. The prescription plan is provided by the State of New Jersey Blue Cross and Blue Shield Stand Alone Program. The charge per prescription will be \$3.00 or as dictated by Insurance Carrier.

F. Dental Coverage. The LTMUA provides dental coverage through Blue Cross and Blue Shield Dental Insurance. If you have a participating dentist, the coverage has no deductible on preventive dental, it pays 100%. On basic care it pays 100% and on major care it pays 50%. If your dentist is not participating, the insurance carrier will pay customary charges.

G. Vision Care.

(1) The LTMUA provides a self-insured vision plan. The plan consists of reimbursement for the following:

(a)	Vision Analysis	\$ 30.00
(b)	Single Vision Lenses	\$25.00 per lens
(c)	Contact Lenses	\$25.00 per lens
(d)	Bifocals	\$40.00 per pair of lenses
(e)	Multifocal Lenses	\$60.00 per pair of lenses
(f)	Frames	\$25.00

(2) An Office Personnel employee must submit a receipt, which states the type of lens and signed by the Eye Doctor, to the Office. This plan covers Office Personnel employees and their dependents. Benefits are payable once every twenty-four (24) months. Reimbursement will be made after approval of the LTMUA Board of Directors. Office Personnel employees shall receive reimbursement up to \$250.00 upon submission of proper receipts.

H. \$100.00 Reimbursement for Major Medical Deductible. When an Office Personnel employee has received formal notice from Blue Cross/Blue Shield that the deductible for the year has been satisfied, he/she will submit this notice to the Office. Reimbursement will be made after approval of the Board and is for Office Personnel employee, only.

**IX. WORK WEEK, LUNCH, AND BREAK SCHEDULES**

9.1 Office Personnel. The established work week is Monday through Friday and the established hours are 8:30 A.M. to 4:00 P.M. One half (1/2) hour lunch will be given for a lunch break. The time each employee is given will be scheduled by the Office Supervisor.



## **X. OVERTIME WORK**

10.1 Where work schedules or emergencies necessitate overtime work, the LTMUA expects that the Office Personnel employees will cooperate in working the extra hours needed to complete the work. In such cases, every effort will be made to advise the Office Personnel employees as soon as possible in advance of the overtime. Office Personnel employees may not work overtime without prior approval of their respective Supervisor for whom they are working. The overtime must be marked on the time sheet. Such authorization shall include, in detail, the reason for the overtime and the project worked.

10.2 Overtime will be paid at one and one-half (1.5) times the hourly wage rate of the Office Personnel employee's classification. If an Office Personnel employee is absent, without pay, during a week when he/she works overtime, the Office Personnel employee will be compensated at the straight time rate until the total hours worked during that week exceed thirty five (35) hours or the normal work hours for a week.

## **XI. TIME SHEETS**

11.1 Time sheets are required to be filled out when overtime is worked or days off are taken. Office Personnel employees must fill out a Time Sheet each week. A time sheet is an essential part of an organization's control and reporting system. Each Office Personnel employee will sign his or her own time sheet/card. The Supervisor will review each time sheet/card for completeness and validity. No change will be made to an Office Personnel employee's time sheet/card without the Office Personnel employee's knowledge and consent.

## **XII. VACATIONS**

12.1 Seniority and job assignments govern decision where requests are made for vacations. The Office Personnel's Supervisor shall not schedule vacations that will adversely affect the performance or workload of the Department. Vacations will be scheduled by seniority. Subsequent changes in scheduled vacations due to emergencies or illness may only be initiated with the mutual consent of the Department Supervisor and the affected Office Personnel employee. Vacation allowance is as follows:

- |    |                           |                               |
|----|---------------------------|-------------------------------|
| A. | First Year of Service:    | 1 Vacation Day for each month |
| B. | 1 -5 Years of Service:    | 12 Vacation Days              |
| C. | 6 -12 Years of Service:   | 15 Vacation Days              |
| D. | 13 -20Years of Service:   | 20 Vacation Days              |
| E. | Over 21 Years of Service: | 25 Vacation Days              |

12.2 Vacation allowance shall be credited to each Office Personnel employee in January of each year and prorated for the current year, depending on the accrual rate as determined by his/her employment anniversary date. Each Office Personnel employee shall be informed in writing from the office of the vacation days available to him/her during the current calendar year.

12.3 In the case of retirement, resignation or termination of an Office Personnel employee, unused vacation days shall be paid on a prorated basis provided that the termination is in good standing and with adequate notice by the Office Personnel employee.

12.4 Vacation days taken prior to actual accrual during the year shall be prorated and deducted from the final pay.

12.5 Authorized holidays occurring during a vacation will entitle the Office Personnel employee to an additional day.

12.6 Payment for vacation can be issued prior to an Office Personnel employee's vacation, provided that adequate notice is submitted to the office, in writing. Payment will be made with the regular pay check prior to vacation.

### **XIII. PERSONAL DAYS AND BIRTHDAYS**

13.1 All full time Office Personnel employees are entitled to three (3) personal days each year. The Office Personnel employee may take these days for any use with proper notice to Supervisor. Personal days must be used within the calendar year. Personal days will be handled in the same manner as vacation days; authorization will be given according to workload and discretion of Supervisor.

13.2 Office Personnel employees receive a day for their birthday. If their birthday falls during the week and the work load does not permit them to be off, they will be compensated with a day off at a later date.

### **XIV. HOLIDAYS**

14.1 The following are paid holidays, during which the LTMUA office will be closed and the water and wastewater department will observe weekend schedules: New Years Day, Martin Luther King Day, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Fourth of July Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the Day After Thanksgiving and Christmas.

## **XV. LONGEVITY**

15.1 All full time Office Personnel employees hired on or before March 13, 1990 are entitled to longevity pay as follows:

- A. 2% -after five years
- B. 4% -after ten years
- C. 6% -after fifteen years
- D. 8% -after twenty years
- E. 10% -after twenty-five years

15.2 When an employee in the Office Personnel receiving longevity under the terms of Resolution #90-A-38 retires, a full time employee hired on or after March 14, 1990, shall be eligible to receive longevity based on consecutive years of service and seniority. If Emily A. Oberkofler retires during the term of this Contract, the most senior member of the Office Personnel would be entitled to longevity pursuant to the terms of Resolution #90-A-38. All other terms of longevity payment shall remain in effect. Longevity pay will not exceed a total amount of \$2,000.00 for any one individual.

## **XVI. WORKMAN'S COMPENSATION FOR ON THE JOB ACCIDENTS**

16.1 All Office Personnel employees are covered under Workman's Compensation Insurance, fulfilling the requirements of the New Jersey State Workman's Compensation Laws.

16.2 When an Office Personnel employee has suffered an injury during the course of his/her employment, he/she should immediately obtain first aid. When obtaining first aid, indicate to the treating doctor or facility that the injury occurred in connection with your job and that the bill should be sent to the LTMUA. It is essential that the LTMUA be notified of the injury as soon as possible; so that the appropriate report can be prepared and forwarded to the State and the Insurance Carrier. The LTMUA is to be notified of injuries before the end of the following workday of which the injury occurred.

16.3 When an Office Personnel employee sustains a job related injury, he/she is to receive his/her full salary from the LTMUA. He or she agrees to endorse over to the LTMUA all monies reimbursed by Workman's Compensation Insurance.

## **XVII. PHYSICAL EXAMINATIONS**

17.1 LTMUA may require Office Personnel employees to take physical examinations, particularly when exposed to chemicals used in the line of work. When the LTMUA requires an examination, the LTMUA will bear all costs.

17.2 The LTMUA will provide periodic inoculations for Tetanus, Typhoid, etc. The Office Personnel employee reserves the right to deny these inoculations.

### **XVIII. UNIFORMS**

18.1 Intentionally deleted.

### **XIX. IDENTIFICATION CARDS**

19.1 An identification card is issued to each Office Personnel employee to provide evidence of employment. Office Personnel employees are expected to have their identification cards in their possession while working for the LTMUA. Identification cards remain the property of the LTMUA and Office Personnel employees are required to return their cards to the LTMUA, upon request or upon termination of employment.

### **XX. TOOLS**

20.1 Intentionally deleted.

### **XXI. SAFETY**

21.1 Safety rules, verbal or written, are necessary to assure safe working conditions for all Office Personnel employees. Each Office Personnel employee shall abide by all safety regulations, whether they are verbal or written.

### **XXII. SMOKING**

22.1 Smoking is prohibited in any building on the LTMUA grounds. A designated smoking area located outside of the LTMUA buildings will be provided.

### **XXIII. ALCOHOLIC BEVERAGES OR CONTROLLED DANGEROUS SUBSTANCES**

23.1 The consumption of alcoholic beverages or the use of controlled dangerous substances while on duty or on call is not permitted. A violation of this rule subjects the Office Personnel employee to immediate dismissal.

23.2 Office Personnel employees agree to random testing for use of controlled dangerous substances.

#### **XXIV. THEFT AND DISHONESTY**

24.1 Theft of any LTMUA property, or the property of others, will not be tolerated. Violators will be subject to immediate dismissal. Misrepresentation, falsification, withholding of material facts, or the altering or falsification of any LTMUA records, including applications for employment, expense reimbursement requests, time cards, laboratory reports and other LTMUA documents will be cause for disciplinary action and possible dismissal.

#### **XXV. RESIGNATION**

25.1 It is the responsibility of an Office Personnel employee who intends to resign to notify the Supervisor as soon as possible to allow for the selection and training of a suitable replacement in a timely manner. It is expected that full time Office Personnel employees would submit notice of resignation at least two (2) weeks prior to their last working day. Terminal pay shall include pay for work performed through the last hour worked and pay in lieu of unused vacation allowance earned.

25.2 If leaving in good standing after three (3) years of service, Office Personnel employee will receive payment for 50% of accumulated sick leave. No terminal payment will be given to any Office Personnel employee who is discharged for dishonesty, gross insubordination or misconduct.

#### **XXVI. DISCIPLINARY AND GRIEVANCE PROCEDURES**

26.1 It is the policy of the LTMUA that every Office Personnel employee, at all times, be treated fairly, courteously and with respect. Each Office Personnel employee is expected to accord the same treatment to his or her co-workers, Supervisor, and to the public at large.

26.2 Office Personnel employees should not work in a manner that willfully obstructs or hinders another Office Personnel employee from completing his/her assigned duties. Office Personnel employees should operate in a manner both safe to themselves and to their fellow workers. Personal problems between Office Personnel employees should not be pursued at work. Rudeness, obscene language or other discourteous behavior toward fellow workers, customers of the LTMUA or otherwise in the performance of the duties while in the employ of the LTMUA will not be tolerated and will result in disciplinary action. To every extent possible, the grievance procedure shall resolve the grievance quickly and settle the disagreement at the Office Personnel employee/Supervisor level informally.

#### **XXVII. DISCIPLINARY ACTION**

27.1 An Office Personnel employee who has acquired permanent status may be disciplined for the causes stated in this section by any of the following actions, which are stated in order of severity, by the Supervisor, except that no Office Personnel employee shall be dismissed without the approval of the Executive Director and LTMUA Board of Directors.

A. Informal, Verbal Reproach. The Supervisor will discuss with the Office Personnel employee the issue.

B. Written Reproach. The Supervisor will discuss with the Office Personnel employee the issue and provide a written memorandum to the Office Personnel employee documenting that discussion. This memorandum will set forth in detail the issue or issues, list suggestions for improving them and a timetable for improvement. The normal timetable will be approximately two to four weeks.

C. Suspension from duty. The Supervisor has the right to suggest a suspension without pay for a period of up to three (3) days. The Executive Director must approve any suspension in advance of the suspension.

D. Dismissal. Termination will be approved after a review of the facts or the situation by the Executive Director and LTMUA Board of Directors.

27.2 The causes for which disciplinary action may be invoked include the following:

- A. Neglect of duty;
- B. Incompetency, inefficiency or incapacity;
- C. Habitual tardiness or chronic and excessive absenteeism or unexcused absence;
- D. Insubordination or serious breach of discipline;
- E. Intoxication and the use and/or sale of narcotics;
- F. Disorderly or immoral conduct;
- G. Conviction of any criminal act or offense;
- H. Willful violation of any rules or regulations of LTMUA, including common safety practices, or negligence of or willful damage to any property of LTMUA or its customers;
- I. Conduct unbecoming an Office Personnel employee of LTMUA;
- J. Failure to notify department head at least fifteen (15) minutes before the scheduled start of work when unable to report for work; and
- K. Theft or dishonesty of any kind

## **XXVIII. GRIEVANCE PROCEDURE**

28.1 An aggrieved Office Personnel employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance. Failure to do so shall be deemed to constitute abandonment of the grievance.

28.2 The grievance procedure is as follows:

- a. Report grievance to the shop steward;
- b. The Shop Steward, Supervisor and Office Personnel employee will meet to settle grievance on an informal basis; decision to be rendered within five (5) working days and
- c. In the case where the Office Personnel employee has reason to believe that undue reprisals will result from the Supervisor as a result of the grievance, the Office Personnel employee has the right to submit his/her grievance to the Executive Director, in writing, with a copy to the Supervisor.

28.3 In the case of the inability of the Supervisor to settle the grievance to the satisfaction of the Office Personnel employee, the Office Personnel employee shall have the right to submit his/her grievance in writing to the Executive Director, who shall make a determination in correcting the cause of the grievance within ten (10) working days.

28.4 In the case of the inability of the Executive Director to settle the grievance to the satisfaction of the Office Personnel employee, the Office Personnel employee shall have the right to request the LTMUA Board to address the grievance. The Board of Directors shall review the matter and make a determination in writing within ten (10) working days from receipt of the grievance.

28.5 If the grievance is not settled as provided under Paragraphs 28.1 through 28.4, either party shall have the right to refer the matter to the Public Employment Relations Commission within ten (10) working days after the determination by the LTMUA Board of Directors. Failure to respond at any step in these procedures by the LTMUA shall be determined to be a negative response, and upon the termination of the applicable time limits the grievant may proceed to the next step.