

Between the

**UNITED INDUSTRIAL, SERVICE, TRANSPORTATION,
PROFESSIONAL AND GOVERNMENT WORKERS OF NORTH AMERICA
SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA,
ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT**

and the

GOVERNMENT OF THE VIRGIN ISLANDS

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DEPARTMENT OF EDUCATION

(Maintenance, School Lunch & Custodial Workers)

V.I. HOSPITALS & HEALTH FACILITIES CORPORATION

DEPARTMENT OF HEALTH-EMERGENCY MEDICAL SERVICES

DEPARTMENT OF HOUSING, PARKS AND RECREATION

DEPARTMENT OF HUMAN SERVICES

DEPARTMENT OF LABOR

BUREAU OF CORRECTIONS (SUPPORT STAFF)

NATIONAL GUARD/VITEMA (SUPPORT STAFF)

VETERANS AFFAIRS

24 12-20-18

EFFECTIVE DATE: September 01, 2018

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PREAMBLE

THIS AGREEMENT entered into this 1st day of September 2018, by and between the departments of:

Planning & Natural Resources
Education - School Lunch, Maintenance and Custodial Workers
V.I. Hospitals & Health Facilities Corp.
Department of Health - Emergency Medical Services
Department of Housing, Parks and Recreation
Department of Human Services
Department of Labor
Bureau of Corrections (Support Staff)
National Guard/VITEMA (Support Staff)
Veterans Affairs

of the Government of the U.S. Virgin Islands, hereinafter referred to as the "Employer", "Department" or "Agency", and the UNITED INDUSTRIAL WORKERS OF NORTH AMERICA, affiliated with the SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT affiliated with SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer, employees covered by this Agreement, and the Union, and to provide for equitable and peaceful adjustments of differences which may arise.

In consideration of the mutual covenants, conditions and agreements hereinafter contained, the parties hereto mutually agree as follows:

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ARTICLE I
RECOGNITION

Section 1:

The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees in the Departments as herein listed who hold the personnel positions as certified by PERB.

Excluded are confidential, managerial and supervisory employees as defined by Act 4440 and unclassified and exempt positions as defined in Title 3, Chapter 25, Section 451 a, of the Virgin Islands Code or as defined by law.

Section 2:

- A. The Employer agrees to notify the Union, in writing, when new employees are to be hired. The Union shall have the right to send applicants who are certified and eligible for the job or jobs in accordance with Personnel Policies and Procedures.
- B. This provision shall not be deemed to require the Employer to hire Union applicants or to preclude the Employer from hiring employees from other sources. The Employer, or other authorized Government entity, reserves the right to pass on the qualifications and experience of all applicants for employment.
- C. A copy of NOPA of all newly hired employees will be sent to the Union, within thirty (30) work days of execution of the NOPA by all parties.

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ARTICLE II
PAYROLL STATEMENT

Section 1:

The Employer agrees to provide each employee with an itemized statement in each pay period including hours of work during that pay period, accumulated sick and annual leave, and all deductions made from his/her wages.

Section 2:

An Employee's individual request for an itemized statement including hours worked, will be furnished electronically through the Division of Personnel for direct access by Employee. In the event Employee need assistance, the request can be made in writing to Employer and such information shall be furnished within ten (10) working days by Employer, unless otherwise mutually agreed upon by the Parties.

Section 3:

The Employer agrees to provide the Union with written notice when an employee has been removed from the payroll.

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ARTICLE III
HOURS OF WORK AND OVERTIME

Section 1: Work Week

The standard payroll period for employees shall begin at 12:01 a.m. on Sunday and end at 12:00 p.m. midnight on the second consecutive Saturday. It shall consist of ten (10) eight (8) hour work periods on as many service days. An employee shall be granted four (4) off days within the payroll period, and at least two (2) of which shall be consecutive.

A shift employee is defined as an employee who performs a service on a regular or continuous basis for more than one shift during a twenty-four (24) hour period, (within a work week.)

Section 2: Overtime Pay

Wages at the rate of one and one-half (1½) times the employee's straight time hourly wage rate shall be paid in the following instances, providing overtime has been approved in writing by the supervisor of the unit:

- A. Work performed in excess of eight (8) hours in any one (1) Work Day;
- B. Work performed in excess of forty (40) hours in any one (1) Work Week.

Wages at the rate of two (2) times the employee's straight time hourly wage shall be paid for work performed in excess of forty-eight (48) hours in a Work Week. Employer reserves the right to schedule overtime as deemed necessary. In the event an Employee elects to work a Modified Schedule, Form B, as set forth in the Appendix herein shall be executed by the Parties. The Union shall be provided with a copy of the fully executed form.

Section 3: Distribution of Overtime Work

- A. When the Employer determines that work must be done on overtime, it will be authorized in writing in advance by a supervisor. The Employer will give advance written notice of the overtime when requiring employees to work overtime, except in cases of emergency. The Overtime assignment procedures will be used in the following order within each district:
 - 1. Employees in the classification in the Department will be offered the overtime work in the order of their seniority commencing with the senior employee in the classification, in a manner to distribute the overtime opportunities on a reasonably equitable basis; however, an employee assigned to a project during his regular hours, which project can be completed in one (1) day, may be used to complete the project on overtime; then

2. If overtime needs are not filled by Subparagraph (1) above, then the overtime will be assigned by the Employer starting with the least senior employee in the classification in the Department who shall be required to work the overtime; however an equitable distribution of required overtime work shall be maintained and all employees shall be obliged to work a fair share of the overtime hours available and no employee except for extraordinary cause, shall consistently refuse overtime work. The supervisor's overtime list will be available to the Shop Steward.
 3. Employees overlooked in overtime assignments by classification must notify their supervisor and then will be offered the next overtime opportunity available until basic parity is achieved.
 4. The names of employees who consistently refuse overtime opportunity will be recorded, including number of hours they refused to work. The overtime authorization form will be utilized to document acceptance or rejection by the employee.
 5. For the purpose of overtime distribution, secretaries, clerks, janitors and laborers will be considered assigned to the division(s) in which they normally perform their work.
- B. Nothing in this section shall require the Employer to assign work on overtime that is not needed or which can be accomplished by employees on a straight time basis. No employee shall be forced to take time off his regular schedule to avoid the payment of overtime for hours worked outside his/her normal schedule.
- C. Any employee who accepts an overtime assignment, or is required to work overtime, and who fails to report as scheduled may be subject to disciplinary action as the circumstances warrant.

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ARTICLE IV
UNION SECURITY

Section 1: Union Membership

The Employer recognizes the right of any employee in the bargaining unit to become a member of the Union and will not discourage, discriminate or in any way interfere with the right of any such employee or future employee to become and remain a member of the Union in good standing.

Section 2: Union Dues

The Employer agrees to authorize and regularly deduct from an employee's wages Union dues using Check-Off procedure whereby the Employer shall make payroll deductions, bi-weekly of regular periodic Union dues; and Initiation fees, of an amount equal to two (2) times the member's hourly rate of pay unit not less than twenty dollars (\$20.00) per month. Such deductions shall be based on an employee's written authorization to do so, submitted to the Employer by the Union. Deductions shall commence with respect to the pay period in which the Employer received the employee's authorization. The Union agrees to bear the costs associated with implementing this specific provision.

Section 3:

All monies collected as dues and/or initiation fees shall be forwarded to the Union with a list of names, social security numbers and the hourly rate of pay of employees from whom these monies were collected, and showing the amount of individual deductions. Said deductions shall be transmitted to the Union, by check, payable to the United Industrial Workers of the Seafarers International Union, P.O. Box 2130, St. Thomas, VI 00803 or 201-3A Altona & Welgunst Suite 101, St. Thomas, VI 00802.

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ARTICLE V
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1:

The Government as Employer shall have the right to establish and execute public policy by:

- A. Directing and supervising the employees of this unit;
- B. Determining qualifications and standards for hiring and the content of examinations thereof;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging employees, subject to the provisions of this Agreement;
- D. Maintaining efficiency of operations;
- E. Determining methods, means and personnel by which the Employer's operations are to be conducted;
- F. Taking such actions as may be necessary to carry out the mission of the public employer in times of emergency;
- G. Any departmental or managerial function not limited by the terms of this Agreement is reserved to the Employer.

Section 2:

- A. The Employer shall have the right, in its discretion, to adopt, amend, revise or revoke any job description or classification in the best interest of the department/agency, subject to the provisions of this Agreement.
- B. In the event of an amendment or revision of job description, the compensation of the incumbent shall not be reduced.

Section 3:

The Employer reserves the right to establish and enforce reasonable rules and regulations governing employment responsibilities of employees. Such rules and regulations and all amendments thereto shall be made known to all employees and to the Union and the application of such rules, regulations and amendments shall not be discriminatory or inconsistent with this Agreement.

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ARTICLE VI
FRINGE BENEFITS

Section 1: Holidays

All days specifically designated in Title I, Virgin Islands Code, Section 171, as it exists or may be amended from time to time during the life of this agreement, and such other days as the President of the United States or the Governor of the Virgin Islands may proclaim, shall be recognized as legal holidays.

When a holiday falls during an employee's vacation, that day of absence shall not be charged against the employee's annual leave.

Section 2: Annual Leave

- A. Employees shall be granted the amount of leave requested and approve provided he/she has sufficient accumulated leave to cover the leave period and such leave does not interrupt the regular operations of the Agency. An Employee shall be required to submit his /her proposed annual leave request form by the end of January of each year. Such leave request shall not be unreasonably denied. Should an Employee wish to change his/her annual leave request once approved by Employer, he/she shall submit a revised annual leave request form, a minimum of thirty (30) day prior to the period for which the change is being requested, except in cases of emergency. Such leave shall be approved or denied in writing no more than fifteen (15) working days, from receipt of the request.
- B. Notwithstanding the provisions of section 581 of Title III, and except as provided in Section 41 of Title II of the V.I. Code, all employees of the Government of the Virgin Islands, regardless of tenure, who enter Government Service after June 30, 1968, shall accrue annual leave as follows:
1. One-half ($\frac{1}{2}$) day or four hours (4 hrs) for each full bi-weekly pay period for an employee with less than three (3) years of service;
 2. Six hours (6 hrs) day for each full bi-weekly pay period, except that the accrual for the last full bi-weekly pay period in the year is one and one-fourth ($1\frac{1}{4}$) days or ten hours (10 hrs) for an employee with three (3) but less than fifteen (15) years of service; and
 3. One (1) day or eight hour (8 hrs) for each full bi-weekly pay period for an employee with fifteen (15) or more years of service.

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- C. Employees who return to the Government Service after an absence of no more than five (5) years shall accrue leave at the rate accrued at the time of their most recent separation from Government Service unless such rate was less than specified above.

The following section of Title 3, Chapter 25 shall also apply:

- §587 "Payment for Accumulated or Accrued Leave Upon Separation from service";
§588 "Refund Upon Re-Employment Before Expiration of Period Covered by Leave Payment";
§589 "Payment for Accumulated and Accrued Leave to Survivors of Deceased Personnel".

Section 3: Sick Leave

- A. Except as provided in Section 41 of Title II of the V.I. Code, all officers and employees of the Government of the Virgin Islands, regardless of tenure are entitled to sick leave which accrues at the rate of one-half (1/2) day for each full bi-weekly pay period.
- B. Proof of sickness shall be subject to such regulations as the Governor may prescribe. As of the date of this agreement said rules and regulations are as follows:
1. Sick leave is a leave of absence from duty on account of sickness, injury or disability which incapacitates the employee for work. This includes medical, dental and optical treatment. Sick leave may be granted pursuant to prior request, in appropriate cases, or pursuant to request made after return to duty.
 2. An employee must submit proof of sickness for an absence from duty for which sick leave is requested, regardless of the length of such absence. Unless sick leave has been granted pursuant to prior request an employee must, as soon as possible on the day of absence from duty, inform his/her immediate supervisor that he/she will not be reporting for work that day due to sickness, injury or disability.
 - a. Proof of sickness for absence of less than two (2) days shall be by a signed statement from the employee and shall state the nature of the illness which incapacitated the employee **from** work; provided, however, that additional proof of incapacity to work, including, certificate from a **licensed** practicing physician, may also be required by **the Employer** in individual cases.
 - b. Proof of sickness for absence for two (2) or more consecutive days, or absence **on**

the day **before** or immediately following any weekend, or legal holiday, shall include a certificate from a **licensed** practicing physician indicating the nature of the illness and certifying that the employee was incapacitated for work. Except that a shift employee who normally works weekends on a rotating basis will be excluded from the requirement to provide a certificate from a licensed practicing physician for absence the day before or following any weekend, or legal holiday.

3. Supervisors shall keep accurate and complete records of all absences from duty by employees under their supervision, and of all reports of illness and requests for sick leave by those employees. Any supervisor/employee who knowingly falsifies request for sick leave to be processed, shall be subject to suspension or dismissal.
 4. Whenever any employee has been granted sick leave pursuant to this Section for four (4) or more instances consecutive or non-consecutive, in any given fiscal year, proof of sickness for each instance of any further absence from work of any duration during the same fiscal year shall include a certificate from a practicing physician-indicating the nature of the illness and certifying the employee was incapacitated from work.
 5. An absence from duty of any employee whose request for sick leave is denied under this Section shall be charged to annual leave or leave without pay, at the option of the employee.
- C. When required by serious disability or ailments, up to thirty (30) days sick leave may be advanced upon approval by the Commissioner or head of an agency.
- D. Sick leave which is not used by an employee accumulates for use in succeeding years.

The Commissioner of Finance shall, in a manner he/she deems most appropriate, notify all officers and permanent employees of the Government of the Virgin Islands, on a monthly basis, regarding the amount of their accumulated sick leave and annual leave.

Temporary employees, except those engaged in construction work at hourly rate, are entitled to sick leave which accrues at the rate of two hours (2 hrs) for each week upon certification as provided in Section 583 of the V.I. Code.

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Section 4: Jury Duty

An employee shall be excused from his duties without loss of pay or deduction from annual leave for the time required for jury service in the Superior Court or the District Court of the Virgin Islands. However, should the employee be released from jury duty on/or before 12:00 noon, the employee shall return to work.

Section 5: Bereavement Leave

An employee who suffers the death of his or her spouse, parents, grandparents, brothers, sisters, spouse's parents or legal guardians shall be entitled to administrative leave with pay in an increment as deemed necessary, not to exceed four (4) days subject to approval by employer. This leave shall be taken within the period immediately following the death and one week after the burial, or upon written request, at a later date as approved by employer based on individual circumstances.

An employee who suffers the death of a common-law spouse, aunts, uncles and other immediate family shall be allowed to utilize annual leave for bereavement purposes.

Section 6: Military Leave

All personnel of the Government of the Virgin Islands, including personnel of authorities, independent boards, agencies and other instrumentalities of the Government of the Virgin Islands, who are members of an active reserve unit of any branch of the armed services of the United States, shall, in addition to any accrued leave be entitled to administrative leave with pay for time spent in mandatory attendance at annual reserve summer training encampment, and at regular drills and training sessions conducted throughout the year.

Section 7: Maternity Leave / Paternity Leave

- A. Within thirty (30) days after pregnancy is confirmed, an employee must provide to the employer a medical certificate indicating (1) the date on which she will no longer be physically able to perform her regular duties; and (2) that it is expected that she can work until that date without risking injury to herself or the health of the unborn child. At such time as the employee desires to go on maternity leave, employee shall (except in cases of emergency) apply for said leave not less than two (2) payroll periods prior to the intended departure date. In no event shall an employee apply for such leave later than two (2) payroll periods prior to the date shown on the latest medical certificate to be the day past when employee may not work without risking injury to self or the unborn child. Upon application as provided above, employee shall be granted maternity leave as hereinafter provided. Employee shall provide to the employer medical certificate attesting to the birth and/or adoption of a child.
- B. Paternity leave may be granted to an employee who becomes a father of a newborn child or an

adopting parent. Such leave shall be charged to sick leave and/or annual leave and then leave without pay as approved by employer.

- C. To the extent available, an employee shall be permitted to charge any portion or all of the maternity/paternity leave to sick leave. Where an employee has exhausted all sick leave to which she/he might be entitled, the employee may charge her/his maternity/paternity leave to annual leave and thereafter to unpaid leave for a total of up to twelve (12) weeks unless a request for extension is approved by Employer due to extenuating circumstance.
- D. An employee on sick or annual leave pursuant to this section shall continue to accrue annual leave, sick leave and seniority. An employee on leave without pay pursuant to this section shall not accrue annual leave and sick leave.

Section 8: Leaves of Absence

- A. Employees, for good cause, shall be granted leaves of absence without pay and without loss of seniority or other employment benefits, provided that such leaves of absence do not unduly disrupt the operations of the Employer.
- B. Such leaves of absence shall be for a limited time, not to exceed thirty (30) days, unless such period is enlarged or extended at the request of the employee and with the agreement of the Employer not to exceed one (1) year.
- C. Only employees who provide advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) work days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

Section 9: Insurance

Health insurance shall be provided to all employees as set forth in Title 3, V.I. Code, Section 631-640.

Section 10: Duty Connected Disability

Disability compensation shall be awarded in accordance with provision of Title 3, V.I. Code, Section 584a (a-c).

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Section 11: Miscellaneous Benefits

Other benefits shall be as set forth in Title III, V.I. Code,

§641 "Payroll Deductions for Purchase of Bonds";

§642 "Withdrawal of Authorization to Purchase Bonds";

§643 "Service and Merit Awards";

§644 "Awards to Government Employees";

§645 "Appointment of Committee on Awards".

Section 12: Family Medical Leave Act

All employees are entitled to coverage pursuant to the Family and Medical Leave Act of 1993; Public Law 103-3 published February 5, 1993 (and any subsequent amendments).

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ARTICLE VII
UNION BUSINESS LEAVE

Section 1:

An employee officially designated in writing by the Union to attend a Union conference, convention or training session will be granted a leave of absence without pay for such purpose (not to exceed five (5) work days in each instance), if the employee's absence will not unduly impair the Department/agency operations.

No employee will be granted more than two (2) such leaves in any calendar year, and not more than two (2) employees for each district may be off on such leave at one time. Seniority shall accumulate during such leave. At the employee's option, this leave may be charged against the employee's annual leave.

Section 2:

Upon the written request of the Union, the Department/Agency head or his designee shall grant an employee a leave of absence without pay, not to exceed six (6) months, for the purpose of full time employment with the Union. At the conclusion of said leave, the employee shall have the right to return to his or her former position.

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ARTICLE VIII
SENIORITY AND LAYOFFS

Section 1: Seniority Defined

Service Seniority is defined as an employee's length of continuous service with the Department/Agency from his original date of hire or from the date of his return to the Department/Agency after a break in seniority as hereinafter defined in Section 8.

Job Classification Seniority is defined as an employee's length of service in his/her job classification. An employee assigned to a new classification must complete his probationary period before he receives his new job classification and seniority retroactive to the first date of assignment; however, during said probationary period, service seniority shall continue to accrue.

Section 2: Probation

All employees, during the first 180 days of employment, are probationary employees. Said 180-day period shall be referred to in this Agreement as the Probationary Period. Probationary employees shall have no seniority rights and may be discharged by the Employer and may be laid off without obligation to rehire. Upon completion of the probationary period, the employees shall accrue service and job classification seniority retroactive to date of hire.

Section 3: Part-Time and Temporary Employees

Part-time and temporary employees shall not accrue any seniority rights. A part-time employee is any employee who is regularly scheduled to work less than twenty (20) hours in a payroll week.

Section 4: Applicability of Seniority

Seniority shall be used to determine the relative rights of employees within the bargaining unit as expressly set forth in this Agreement.

Section 5:

For the purpose of economic lay-off, recall or bumping, service seniority shall govern, except where otherwise provided. For the purposes of transfers for the convenience of the Department/Agency, job classification seniority shall govern, except where otherwise provided.

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Section 6: Reductions in Work Force

A. Procedure

In the event of a reduction in *work* force, the following procedure will be followed:

1. Temporary, part-time and probationary employees in the affected job classification shall be laid off first and in that order.
2. If it is necessary to make additional reductions in the work force, employees in the affected job classification(s) shall be laid off in reverse order of their job classification seniority.
3. An employee to be laid off may elect to be placed on lay-off or to bump an employee with less service seniority in a job classification of equivalent or lower wage rate where the employee to be laid off has previously been assigned on a permanent basis or where the duties of which the senior employee is able to perform properly without additional training.
4. An employee who elects to bump shall have the same rights as though he/she was initially displaced in the lay-off.
5. For the purpose of this section, an employee promoted to a new classification shall retain his classification seniority in his old classification until he is permanently assigned to his new classification.

B. Notification from Lay-Off

Employees to be laid off shall be notified by the Department/Agency at least ten (10) working days in advance of the date of lay-off. Such notice shall be in writing and a copy thereof shall be sent to the Union at the address set out in Article IV. An employee receiving said notice shall be entitled to his/her full compensation during the notice period.

C. Recall From Lay-Off

1. An employee shall be recalled from lay-off in the reverse order in which he was laid off provided he/she has the ability to do the required work without additional training.
2. Employees shall be notified of recall by certified mail, return receipt requested, to the employee's last address contained in the Department/Agency records. Simultaneously, a copy of said notification shall be given to the division shop steward and will be sent to the Union at the address set out in Article IV. Employees who fail to notify the Department/Agency within ten (10) working days after the mailing of the above recall

letter of their intention to return to work within ten (10) work days shall be considered terminated.

D. Classification Seniority List

Within thirty (30) days after the execution of this Agreement and every six months thereafter, the Department/ Agency shall furnish to the Union a full and complete list of all unit employees and their dates of hire and dates of service within their current job classifications; said list shall be referred to as the Seniority List. The Union or any employee who questions the accuracy of the list may do so within thirty (30) days after the posting of said list on all bulletin boards, together with a copy of this section of the contract by filing a written grievance with the Employer specifying the alleged inaccuracy or inaccuracies. If no grievance is filed within the specified time limit, the list shall be for all purposes binding and conclusive as to the parties and employees.

Section 7:

New employees shall not be hired while qualified employees willing to perform the available work remain on the lay-off list.

Section 8:

An employee shall lose all seniority and the employment relationship shall terminate if he:

- A. Voluntarily resigns or retires;
- B. Is discharged for just cause and not reinstated;
- C. Fails to report to work after recall from lay-off pursuant to Section 5 (c) (2) of this Article;
- D. Is absent exceeding the period for which a leave of absence has been granted or extended in writing except for circumstances created by an Act of God;
- E. Obtains a leave of absence under false pretenses;
- F. Does not perform work for the Department/Agency for a continuous period of two (2) years, or the length of the employee's service when the absence began, whichever is shorter;
- G. Fails to report for work after being off due to a compensable industrial injury or accident within five (5) working days after his authorization to return to work by his doctor.

Section 9:

An employee has no obligation to accept an offer of a promotion or transfer to another island, and shall suffer no loss of seniority or other benefits by refusing same.

ARTICLE IX
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1:

For the purpose of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties as to their interpretation, application or performance of this Agreement.

Section 2:

The following procedures, which may be initiated by either party, shall be the exclusive means of settlement of all grievances arising under this Agreement.

Section 3: Step 3 Grievances

- A. Any grievance over a discharge, suspension or demotion shall be filed with the Department Head within three (3) working days after an employee is notified of the date of the discharge, suspension, or demotion or the grievance will be invalid. Such notification must be in writing and a copy shall be submitted to the employee, the Chief Shop Steward and the Union.
- B. In grievances involving discharge, suspension or demotion, a meeting between the Department Head (or his designee), the Chief Shop Steward/Shop Steward, the Union Representative and the employee shall be held to discuss the grievance within ten (10) working days after it has been presented to the Department Head. Within five (5) working days after this meeting has been held, the Department head (or his designee) shall advise the Union Representative, Chief Shop Steward and the employee of his decision in writing.
- C. Union grievances disputing the interpretation or application of a particular provision of this Agreement by the Department which generally affects a group of employees shall be filed by the Union with the Department Head not later than ten (10) working days after the date the Union learns or should have learned of the Department's disputed interpretation or application of the Agreement provision.
- D. Grievances covered by this Section shall be handled promptly, commencing at Step 3 of the grievance procedure.

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Section 4: Processing of Other Grievances

If a grievance as herein defined should arise, an honest effort shall be made to settle same promptly in the manner outlined in the following paragraphs:

Step 1: The matter will first be discussed between the aggrieved employee and the employee's immediate supervisor in the presence of employees Shop Steward not later than five (5) working days after its occurrence, or after the employee knew or should have known of the matter complained of. The supervisor shall advise the employee and the employee's Shop Steward of his decision within three (3) working days after the discussion has taken place.

Step 2: If the supervisor's decision is not acceptable to the employee, the Chief Shop Steward, Shop Steward or the Union Representative within three (3) working days after receiving the answer in Step 1, may appeal the decision by presenting a grievance in writing to the Division Head in which the employee is employed on a form which sets forth the facts and circumstances of the alleged grievance, the part of this Agreement alleged to have been violated and the relief sought. A meeting between the Division head, the Union Representative, the employee Shop Steward and the Chief Shop Steward shall be held to discuss the grievance within five (5) working days after it has been presented to the Division Head.

Within five (5) working days after this meeting has been held, the Division Head shall advise the employee, the Chief Shop Steward/Shop Steward and the Union Representative of his decision in writing.

Step 3: If the decision of the Division Head is not acceptable to the Union, the employee and/or the Chief Shop Steward, the Union within five (5) working days after receiving the answer in Step 2 may appeal the decision from the Division Head to the head of the Department (or his designee).

Section 5: Demand for Arbitration and Selection of Arbitrators:

- A. If the Department's final answer for grievances described in Sections 3 and 4 above is not satisfactory to the Union, within ten (10) working days after delivery of the Department's final answer, the Union may file a written demand for arbitration signed by a Union Representative.
- B. If written demand for arbitration has been filed by a Union Representative and presented to the employer, the parties shall informally attempt to select an impartial arbitrator. Either party may request the Public Employees Relations Board (PERB) of the Government of the Virgin Islands to supply both parties with a panel of five (5) impartial arbitrators. If the parties

do not agree to allow PERB to provide a list of arbitrators, then either party may request a panel from the Federal Mediation and Conciliation Service. Either party within five (5) working days of receipt of the list shall have the right to reject one entire list and request the submission of another panel. Thereafter, the Union and the Department shall each strike an equal number of names from the list, until there is one remaining. That person shall be designated as the arbitrator and his/her appointment shall be binding on the parties.

- C. A party desiring to mediate a grievance must provide the other party with written notice recommending the matter to mediation within 60 days of filing a demand for arbitration. If a written recommendation for mediation of the dispute has been filed, the other party must answer within five (5) working days, and then by agreement the parties may proceed to select one mediator from a list generated by the American Mediation Institute using the same selection process of elimination method cited in Section 5B regarding arbitrator selection.
- D. All time limits related to the arbitration process occurring subsequent to filing a demand for arbitration shall be stayed until the matter is resolved or reaches an impasse at mediation. If an arbitrator has already been notified of his/her appointment, the parties will advise the arbitrator that the matter has been diverted to mediation and ask to stay the arbitration proceeding. If the matter is not resolved successfully at mediation within 30 days after the date of the scheduled mediation, and neither party has requested and granted a continuation, the mediation will be deemed unsuccessful and the parties shall resume arbitration. Mediation under this Section is not mandatory, and a party is not obligated to agree to participate in Mediation; however, if the parties agree to proceed to mediation, they shall do so in good faith.
- E. Fees charged for the mediation shall be shared equally by the Parties. A selection of a mediator shall occur no later than 14 days after the notice to mediate is delivered to the other party.

Section 6: Date and Time of Hearing

The Parties will notify the Arbitrator of his/her selection, and agrees that no Arbitration will be scheduled less than ten (10) working days in advance, unless the parties, in mutual agreement, waive said notice in writing or modify the terms.

Section 7: Authority of the Arbitrator

The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine

compliance with the express provisions of this Agreement, and shall not have authority to add to, detract from, or alter its provisions in any way.

Section 8: Effect of Arbitration Award

Any decision or award of an Arbitrator rendered within the limitation of the above section shall be final and binding on the Union, the Department and the employees, and enforceable in any court of competent jurisdiction.

Section 9: Arbitration Expense

Expenses and fees of the Arbitrator (including the cost of a transcript where mutually agreed) shall be equally divided between the Department and the Union. Otherwise, each party shall pay its own expenses. Employees called to the arbitration as witnesses will be excused by the Department without loss of pay in a manner which will not unduly disrupt the operations of the Department.

Section 10: Time Limits

The time limits set forth in this Article shall be binding on the parties unless extended in writing and the processing of a grievance to arbitration shall not waive the rights of a party to assert before the Arbitrator that the grievance was untimely processed.

If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of on the last answer of the Department. The Union may withdraw a grievance at any step in this procedure by notifying the Department in writing. If the Department fails to process its response to a grievance within the time limits provided, the Union shall have the right of automatic appeal provided said right of automatic appeal is made within the time limits established herein.

Section 11: Definition of Working Day

Whenever used in this Article, the term "working day" means a calendar Monday through Friday, exclusive of holidays.

Section 12:

The failure of any party to attend an arbitration hearing as scheduled by the Arbitrator shall not delay said arbitration and the Arbitrator is hereby authorized to proceed to take evidence and to issue an award as though such party were present.

Section 13:

The Arbitrator's decision/award shall be available within sixty (60) days of the last hearing or within thirty (30) days of the submission of facts as provided for in Section 5 of this Article.

Section 14:

If an employee is discharged he shall be removed from the payroll effective the date of discharge, notwithstanding the filing of any grievance challenging the discharge.

If an employee is discharged, suspended or demoted, his right to compensation shall remain unaffected for the three (3) working days, during which the grievance should have been filed.

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ARTICLE X
NO DISCRIMINATION

The Department/Agency and the Union agree that the provisions of this Agreement shall be applied to all employees covered by this Agreement without regard to race, creed, color, political belief, marital status, religion, sex, national origin, age or union membership or activity as may be provided by Federal and local law where applicable. It is specifically understood that there shall be no discrimination, nor any attempt by either party to cause the other to discriminate, in respect to hire, tenure of employment or any term of condition of employment against any applicant for employment or any employee covered by this Agreement because of race, color, creed, religion, sex, marital status, political belief, national origin, age, or union membership or activity as may be provided by Federal and local law where applicable.

All references to "employee" or "his" or "her" in the Agreement is intended to refer to both male and female employees and shall be so construed.

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ARTICLE XI
EMPLOYEE PERSONNEL RECORD

Section 1:

Any insertions of a negative nature in an employee's personnel record maintained by the Employer shall be made known to the affected employee and shall be made known to the Union within five (5) working days of its insertion. Any response submitted by the employee or the Union shall also become part of the Employee's personnel record. For purposes of disciplinary action and or promotional consideration, no record, which is over three (3) years old may be considered.

Section 2:

Any insertions of a positive nature shall be made known to the employee.

Section 3:

A copy of each member's Notice of Personnel Action ("NOPA") shall be sent to the Union office located at No. 40 Sub-base, P. O. Box 2130, St. Thomas, Virgin Islands, 00803, at the time it is presented to the employee.

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ARTICLE XII
HEALTH, SAFETY AND SANITATION

Section 1: Safety Rules

- A. The Employer will comply with all applicable Occupational Safety and Health (OSHA) requirements and will make reasonable provisions for the health, safety and sanitary working conditions of its employees during the hours of their employment. The Employer will investigate and make every effort to correct any unsafe, unhealthy or unsanitary conditions reported to it by the Union or the employees and will give consideration to any recommendations made by the Union in respect thereto. All employees will follow the employer's health, safety and sanitation rules, including those on the wearing and use of safety equipment and proper work clothing.
- B. Each department shall be responsible for developing guidelines for dealing with the health and safety of the employees when there is a breakdown or failure of utilities. These guidelines shall be posted and made known to all employees.

Section 2: Injuries

- A. An employee injured on the job shall be paid for the remainder of his work day if he is unable to work because he is taken to the hospital or a physician and is unable to return to work that day.
- B. In the event of a bona fide work related medical emergency, use of the Employers vehicle by a qualified operator for the purpose of seeking medical attention for the injured employee shall be immediately reported to the personnel office, by the operator of the vehicle.
- C. Any employee injured in any way or involved in any accident involving damage to the Department/ Agency property or the property of any third person, shall report immediately or no later than within 24 hours, the accident or injury to his supervisor or the personnel office. If required by the Employer, the employee shall supply all information within his knowledge concerning the accident, including names and addresses of witnesses to any accidents, and the details of any injury. Failure to comply with this provision may subject such employee to disciplinary action by the Department/Agency as circumstances warrant.

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Section 3: Safety Equipment

Necessary protective devices to protect employees from injury and contamination shall be furnished by the employer at no cost to the employee in accordance with OSHA requirements. Any employee supplied with devices pursuant to this section shall bear the cost of its replacement or repair if lost or damaged by the employee's abuse or negligence, after employee has been trained in use of such protective devices, if applicable, and with posted notice of requirement to use the same. Any failure and/or refusal by employee to wear or use the device as required may result in removal from the job site as deemed necessary by Employer to protect health & safety.

Section 4: First Aid Facilities

First aid facilities shall be provided by the Department/Agency to the extent necessary to provide adequate first aid for all employees.

Section 5:

1. The Employer shall provide a staff lounge with suitable furniture where applicable and subject to the availability of funds.
2. When there is a lack of running water and/or break-down of an air-conditioning unit in areas where there is little or no ventilation, and the working condition of employees becomes intolerable, employees shall be allowed to go home without loss of pay in the event employer is unable to make other accommodations and notifies employee accordingly within two (2) hours of the occurrence.
3. When there is a lack of running water and/or a break-down of an air-conditioning union in areas where there is little or no ventilation, and the working condition of employees becomes intolerable, employees shall be allowed to go home without loss of pay in the event employer is unable to make other accommodations and notifies employee accordingly within two (2) hours of the occurrence.

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ARTICLE XIII
UNION REPRESENTATIVES' & SHOP STEWARDS' ACTIVITIES

Section 1: Shop Stewards

Employer shall recognize not more than two (2) chief shop stewards, one from each district, for the Departments of Human Services, Education, Health, Planning and Natural Resources, Sports Parks and Recreation, Labor and Health and Hospital Facilities Boards. There shall also be a shop steward and an alternate for each location/office. The chief shop steward shall be designated by the Union from among the shop stewards. The chief shop stewards and the shop stewards shall have the right to participate in meetings related to the investigation, adjustment and disposal of grievances without loss of pay with prior approval of employer, provided it does not unduly interrupt the employer's business operations.

Section 2: Notice to Department/Agency

The Union shall inform the Department/Agency in writing of the names of the chief shop stewards, shop stewards, union officers and other representatives who are authorized to act as such. The Union agrees to notify the Department/Agency within two (2) weeks of any change in the composition of the shop steward(s) and the names of Union officers and other authorized representatives.

Section 3: Bulletin Board

The Department/Agency shall provide an area for bulletin boards for the Union's use in areas conveniently accessible to employees. The Union shall maintain the boards for the purpose of notifying the employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union, as defined in Section 2 of this Article.

Section 4: Access

Officers or representatives of the Union and its affiliates shall be granted admission to the Department's/Agency's facilities with prior notification, except in cases of emergency, at reasonable times during working hours, and at times which will not unduly disrupt operations for the purpose of investigation, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement. Union representatives shall comply with all applicable Department/Agency safety rules.

Section 5: Telephones

The use of a telephone for local calls shall be permitted the shop stewards for the purpose of investigating, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement.

Section 6: Contract Negotiations

At the commencement of negotiations for an extension or modification of this Agreement, the Union and the Department/Agency shall meet to determine the reasonable number of bargaining unit employees who will be released from their duties without loss of pay to attend bargaining as members of the negotiation committee.

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ARTICLE XIV
DISCIPLINE AND DISCHARGE

Section 1: Rights of Discipline

The Department/Agency retains the exclusive right to discipline, discharge or suspend an employee for just cause.

Section 2: Disciplinary Procedure

Except as enumerated in Section 3 below disciplinary action shall not be implemented and made part of employee's personnel file maintained by Employer until the employee first been notified of the proposed disciplinary action as set forth in Article IX, Section 3.

Section 3: Misconduct Warranting Immediate Disciplinary Action

Employer shall have the right to immediately discipline an employee, up to and including discharge, for the commission of any of the following offenses:

- A. Theft; embezzlement, falsification of records or other crimes involving dishonesty;
- B. Fighting during working hours and/or on Government premises;
- C. Gambling during working hours and/or on Government premises;
- D. Consumption of alcoholic beverages during working hours; reporting for work intoxicated;
- E. Sale, purchase or use of illegal drugs, or narcotics or other controlled substances during working hours and/or on Government premises;
- F. Deliberate destruction or removal of the Employer's property, or that of another employee;
- G. Giving or taking a bribe of any kind related to work;
- H. Conviction of a felony, and/or failure to inform Employer;
- I. Creating or promoting workplace violence by physical or verbal assault and/or threats or gestures of aggression; and
- J. Unauthorized use of Government Resources to include but not limited to, equipment, vehicles, supplies, etc. for personal financial gain.

The foregoing enumeration of causes for immediate discipline up to and including discharge is by way of illustration and shall not be deemed to exclude employer's right to discipline an employee, for any other cause, including but not limited to those enumerated in Section 500 of the Government Employee Handbook issued by the Office of the Governor-Division of Personnel, as may be amended from time to time and subjected to the disciplinary action steps provided therein. If employer decides to discharge an employee for a cause including any other not herein referenced, Employer may at its discretion, place an employee on administrative leave with fifty percent (50%) of his regular rate of pay for up to five (5) working days pending the investigation, subject to additional extension as deemed warranted by Employer to complete the investigation and notifies employee and union in writing.

Employee shall continue to be paid as set forth herein, if employer fails to provide notice of completion of investigation. Any back pay resulting from resolution of a grievance for such incident shall not exceed the amount of pay actually lost.

Section 4: Complaint Confrontation

An employee shall have the right to respond orally or in writing to any complaint made against him to the Department/Agency. No disciplinary action shall be taken by the Department/Agency without an investigation and substantiation of the complaint. In any grievance arbitration the employee shall have the right of confrontation and cross-examination of his accuser.

ARTICLE XV
IN-SERVICE TRAINING AND
CONTINUING EDUCATION

Section 1:

Attendance at In-Service Training, Educational workshops and conferences is mandatory. When an employee does not attend such training he/she shall be subject to disciplinary action. Exceptions shall be made based on the following:

- A. Personal illness, unless habitual;
- B. Illness or death of an immediate members of the family;
- C. Pre-approval annual/sick leave; and
- D. Excused by Employer for a rotating shift employee as agreed upon with employee; Other legitimate reasons/or absence which had been mutually agreed to in advance between the employer Agency and the employee.

Section 2:

If the workshop or conference is held outside the Department/ Agency, but during an employee's regular working hours, employees will be paid as straight time worked.

Section 3:

Accurate records of attendance and absences shall be maintained. Copies of said records will be given to the employee(s) concerned.

Section 4:

All classes, workshops, conferences will be scheduled in advance and notice posted on the bulletin boards.

Section 5:

All employees are encouraged to further their education so that promotions can be made from within the Department/Agency.

Section 6: Tuition Reimbursement Program

In an effort to encourage employees to further their education in areas of study relating to their field of employ, the Department/ Agency will establish and maintain a tuition reimbursement program for full-time employees meeting the following criteria:

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- A. The course or courses of study to be taken by the employee must relate to the employee's field of employ as exclusively determined by the Department.
- B. The course or courses must be taken at an accredited educational institution.
- C. If the course is offered at more than one scheduled time, the employees must choose that schedule of classes which will least conflict with the employee's regular work schedule. If the employee is unable to obtain a class schedule which does not conflict with his or her work schedule, the Department/Agency will release the employees from work without loss of pay for that period of time reasonably necessary to attend class; provided, however, that said release does not unduly disrupt the Department/ Agency regular scheduling and performance of work.
- D. Employees will be released from work only after they have received approval of the course from the Department/Agency and have presented evidence of their enrollment in the course to the Department.
- E. Upon submission of evidence of enrollment and satisfactory completion of the course with a grade of C, the Department/ Agency will reimburse to the employee tuition costs and fees, including books and similar course materials, not to exceed \$400.00 per semester. However, the Department/Agency Head may grant, in his discretion, additional reimbursement in appropriate cases.
- F. Employees may request and have granted expenses and fees to be paid for in advance upon execution of a demand promissory note and a voluntary payroll deduction assignment by the employee payable to the Government of the Virgin Islands in an amount equal to the tuition expense fees advanced, provided that in the event of failure to receive a passing grade of C, the employee may take the course a second time in the next academic year at his/her own expense before demand for payment is made. Said promissory note and voluntary payroll deduction assignment shall be automatically canceled by the Commissioner or Agency Head upon presentation by the employee of evidence that the employee received a grade of C in the course.

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ARTICLE XVI
EDUCATION AND TRAINING

Study Leave Program

- A. Leaves of absence for study with pay may be granted to an employee to improve his knowledge and skills in an appropriate field of study. Such leave shall not exceed twelve (12) calendar months subject to an extension for like period provided no other employee has applied for such leave. Application for study leave shall be submitted at least sixty (60) days in advance and employer shall notify employee of approval or denial within thirty (30) days of request.
- B. Applicant must state:
Years of service in V.I. Government;
Period of leave sought;
Accredited Institution where study is to be pursued;
Plan of study and goal sought to be achieved.

Applicant must have at least three (3) years continuing service in the Department/Agency immediately prior to the date of application in order to be eligible.

- C. An applicant granted study leave with pay shall be obliged to submit interim academic progress reports signed by a responsible officer of the institution selected, and a final certificate of satisfactory completion of the study program. Failure to report satisfactory interim progress or final completion may be cause for a withdrawal of leave status in whole or in part.
- D. An employee granted study leave is required to perform at least two (2) years service with the Department/Agency following termination of such leave. If the employee resigns prior to the expiration of said two year period the Employer may offset pro-rata the cost of the years' pay against any cumulative annual leave payment which may become due to the employee.

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ARTICLE XVII
PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1:

Promotion is hereby defined as a move from a lower job classification to a higher job classification. The Employer shall make every effort to fill job vacancies from within the Department/Agency providing employees are qualified and available with the necessary qualification to fill the vacant position, prior to the hiring of any transfer or new employees.

Section 2:

Notice of all job vacancies shall be posted on all bulletin boards of the Department/Agency. This notice will remain on the bulletin board for ten (10) working days and include Job Title, Labor Grade and brief description of Job Duties including qualification and necessary skills. Only those employees who make application during the ten (10) day period will be considered for the job and will be permitted to file a grievance against the final selection.

Section 3:

Promotions shall be made on the basis of seniority and qualification. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee who is promoted shall be placed in the higher rated job for a trial period not to exceed (90) days. In the event the employee does not successfully pass the trial period, such employee shall be returned to his former position without any loss of seniority.

Section 4:

Temporary assignment of employees made solely for the convenience of the Department to replace an employee who is on a paid or unpaid leave of absence may last for the duration of such leave of absence.

Temporary assignment to fill a permanent vacancy on an interim basis shall last for a period of not longer than six (6) payroll periods.

Section 5:

In the event of a temporary assignment to higher classification made solely for the convenience of the Department/Agency for a period lasting longer than one (1) payroll period, the Employer shall pay the employee at his regular rate of pay plus five percent (5%) or the minimum rate of the labor grade to which he is temporarily assigned, whichever is higher, retroactive to the first day of assignment.

Section 6:

In the event of a transfer to a lower classification made solely for the convenience of the Department/Agency the employee shall be paid at his regular rate of pay.

Section 7:

An employee may apply for and receive a transfer to a position of another classification within the same labor grade. Such transfer shall be made upon request of the employee at the discretion of the Employer.

Section 8:

The Union shall have the right to request the Department Head to request a desk audit on the skills, duties, authority or responsibilities of any position included in the bargaining unit.

ARTICLE XVIII
RATES OF PAY

Section 1: See attached Wage proposal

Section 2 Credit for Prior Experience

It is agreed that for every two (2) years of prior verifiable work experience, employees in the following job classifications to be determined by and agreed by the Union and the Division of Personnel shall be credited with one (1) year of service for a maximum of seven (7) years.

Section 3: Reallocation

An incumbent of any position who is reallocated to a higher grade on the classification and pay system shall receive compensation at the first step within such higher grade that results in an actual increase in the compensation he was receiving at the time of his reallocation.

Section 4: Demotion or Bump Back

In the event of a demotion or bump back, an employee reduced to a lower position shall receive the same in-step salary of the lower position or his present salary, whichever is lower.

Section 5: Pay Plan

The Employer agrees to negotiate for the adoption of a new pay plan in replacement of the current pay scale.

It is understood and agreed that no new plan pursuant to this section shall be adopted or implemented without prior collective bargaining with the exclusive representative of the bargaining unit.

Section 6: Holiday Pay

When a holiday falls during the work week of a non-shift employee he shall be paid eight (8) hours pay for the holiday at his regular base rate of pay. If the employee is required to work on a holiday he shall be compensated at two times (2) his regular base rate of pay for such time worked.

Shift employees regularly assigned to work on Sunday shall not receive holiday pay for work on those days.

When a holiday falls on a shift employee's normal day off, he shall receive a day off with pay within the next payroll period in lieu of the holiday, except when the holiday falls on a Saturday.

Section 7: Call-Back Pay

- A. In the case where an employee is called back to work after leaving the regular tour, or is called back to work during the scheduled time off, and such employee accepts, the overtime payment shall be made to said employee at the rate of one and one half (1½) times his/her regular rate with a guarantee of a minimum of two hours of pay. Time shall be computed from the time the employee called back. Subsequent call-back(s) in each two (2) hour period shall constitute a single instance of call-back for purposes of overtime compensation. Pay under this provision is to be distinguished from pay for scheduled work performed on a holiday.
- B. If an employee is called back to work on a holiday or from a vacation, said employee shall be guaranteed a minimum of two (2) hours and shall be paid at the rate of two (2) times his/her regular rate of pay.

Section 8: Equal Pay

Employees assigned to the same grade or job classification shall be paid at the same rate of pay, subject to Article V, Section 2(b).

Section 9: Shift Differential

An employee who is assigned to regular night duty, that is, regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m., shall be paid differential at the following rates:

- A. For night work from 5 to 8 hours duration in a regular eight hour shift, a differential of ten percent (10%) of his basic rate of pay;
- B. For more than eight hours of night work a differential of fifteen percent (15%) of his basic rate of pay; provided that the night duty assignment was not made at the behest of the employee.

Section 10: Charge/Lead Differential

When an Employee performs charge or lead duties on a given shift, he/she shall be paid an additional two dollars and fifty cents (\$2.50) per hour of work on that shift.

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ARTICLE XIX
LABOR-MANAGEMENT COMMITTEE

Section 1:

The Employer and the Union agree to establish a Joint-Labor Management Committee, consisting of four representatives from each side. The Committee will meet at the call of either side and not less often than once each calendar quarter. Minutes and proceedings of the meetings shall be kept by the Secretary. Agenda items will be submitted by either party three (3) working days in advance of each meeting.

Section 2:

An equal number of Union and Employer representatives will attend the scheduled meetings. Union representatives who are also employees, will suffer no loss of pay for time spent in attendance at such meetings held during work time. The Chairperson and Secretary shall be rotated between the parties on an alternating basis.

Section 3:

The Joint Labor-Management Committee will have as its purpose and shall give consideration to such matters as: the interpretation and application of rules, regulations and policies; the correction of conditions resulting in grievances and misunderstandings; the encouragement of good human relations in employee-supervisory relationships; the betterment of employee working conditions; the strengthening of employee morale; the implementation of Equal Employment Opportunity and related matters; recommendations concerning conditions affecting the health and safety of the employees.

It is expressly agreed that individual grievances will not be discussed during Committee hearings.

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ARTICLE XX
MISCELLANEOUS PROVISIONS

Section 1: Employee Rights

All employees shall be entitled to all the rights, benefits and privileges of "career" or "classified" employees as that term is defined in V.I. Code, provided that no right, benefit or privilege under Title 3, Chapter 25 shall apply unless specifically alluded to in this Agreement.

Section 2: No individual Contracts

There shall be no individual contract between the Employer and any of the employees covered by this Agreement.

Section 3: No Discipline or Discharge Without Just Cause

No employee shall be disciplined or discharged without just cause.

Section 4: Rest Room Facilities

Lavatories, showers, towels, soaps, lockers and changing facilities properly ventilated shall be provided by the Departments/Agencies at no cost to the employees where applicable.

Section 5: Personal Periods

- A. Except for shift employees, an employee shall be allowed two (2) fifteen-minute personal periods. Each of these periods will be paid time. Said employees will also be allowed a specified amount of unpaid time off for lunch, which in no event shall be less than thirty (30) minutes nor more than sixty (60) minutes.
- B. Shift employees shall not have scheduled personal or lunch periods, but shall be continuously on-duty for the eight-hour shift. These employees, consistent with good operations, will be permitted reasonable time for necessary personal or meal time. Meals will be eaten in designated areas near their work stations.
- C. A shift employee shall be at his work station ready to work at his starting time at the beginning of his shift and shall remain at his work station until the completion of his shift and until he has been properly relieved. In no event shall a shift employee be required to work longer than sixteen (16) continuous hours without his consent.

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- D. An employee, when required and authorized by his Supervisor to work through his lunch period, shall be paid for the lunch period worked in accordance with the overtime and holiday provisions of this Agreement.

Section 6: Employer's Meetings

Meetings requested and held by the Employer on the employee's time- off shall be compensated for at one and one-half (1½) times the employee's hourly base rate of pay, provided that this shall not apply to training sessions.

Section 7: Union Shop Stewards' Meetings

The Employer shall permit Union meetings of Shop Stewards upon reasonable notice monthly not to exceed two (2) hours. Such meetings will be scheduled and coordinated by any Chief Shop Steward. Space for such meetings shall be provided for by the Employer. The Employer shall receive reasonable advance notice of such meetings.

Section 8: Expenses for Off-Island Assignments

When for the convenience of the employer, an employee is temporarily required to work off-island, the Employer shall provide said employee with the necessary transportation and reimbursement for any out-of-pocket expense incurred in connection with such work upon presentation of receipts as prescribed by Executive Order.

Section 9: Advance Notification for Off-Island Assignments

Reasonable advance notice shall be given when employees are being required to work outside their regular duty area.

Section 10: Job Descriptions

- A. An employee shall receive a job description for his classification. Such job description shall indicate examples of the duties and responsibilities of the job classification. Employees shall not be required to perform work which are not directly related to his/her job description.
- B. Any change in a job description shall not be effective without prior notification to the affected employee and the Union.

Section 11: Use of Personal Car

Employees shall not be required to utilize their personal vehicles in the performance of their duties on behalf of the Government.

Section 12: Responsibility for Equipment

The Employer agrees to furnish suitable equipment and supplies which are necessary for the performance of the employee's function. The employees agree to utilize such equipment and supplies as provided. An employee shall be responsible for all equipment signed out to that employee, normal wear and tear excepted.

Section 13: Uniform Allowance

The Employer shall pay to each employee, who is required to wear a uniform the sum of Three Hundred Seventy-Five Dollars (\$375.00) at the beginning of each Fiscal Year for the purchase of uniforms. Uniforms shall be prescribed by Departmental regulations.

The homemakers, maintenance, transportation and nutrition employees shall be added to the list of employees required to wear a uniform. Also, dietary employees shall be issued hair covering when preparing and serving food.

Section 14: Time and Attendance Reports

Upon the request of any employee, the supervisor shall provide a copy of the time record and prior approved overtime hours worked to such employee before submitting same to payroll.

Section 15: Random Drug Testing

All employees shall be subject to random drug testing in accordance with the Government of the Virgin Islands Drug Free Work Place Policy in the Employee Handbook and the Federal Drug Free Workplace Act Section 702 of USC Title 41.

Section 16: Punch Clocks

Punch clocks shall be located in areas reasonably convenient to employees for the timely and proper reporting of in and out time and all employees are required to use punch clocks as directed by employer.

Section 17: Time and Attendance Reports

Upon the request of any employee, the supervisor shall provide a copy of the approved overtime hours worked by such employee before submitting to payroll for payment.

Section 18: Maintenance Employees' Basic Duties

Maintenance employees shall be employed primarily in servicing, repair and rehabilitation of existing facilities and equipment. New construction of a major nature shall not be performed.

**ARTICLE XX
SPECIAL PROVISIONS
BUREAU OF CORRECTIONS - SUPPORT STAFF**

Section 1: Responsibility for Equipment

An employee shall be responsible for all equipment signed out to that employee, normal wear and tear excepted.

Section 2: Physical Examinations

- A. Physical examinations shall be provided to all nurses and cooks as follows:

Pre-employment physical examination shall be given to all newly appointed employees by the Employer. Each employee shall have an annual physical examination at no cost to them which shall include:

1. Chest x-ray;
2. Serology, CBC and Urinalysis;
3. And all other tests and procedures which in the professional judgment of the physician are necessary.

Employees must be provided with the result of all test taken relative to these exams

- B. Any employee who wishes to have the annual examination performed by a personal physician will be allowed to do so at their own expense; provided that a copy of the health record is made available for evaluation by the Employer's health physician and for the personnel health files.
- C. The Employer, through its Health Service, will assist in referrals for necessary treatment and will provide to all employees the appropriate immunizations at no cost to the employees.
- D. The Employer shall provide, at no cost to its employees, all necessary health care follow-up consultations to those employees who, in the performance of their duties, contract a job-related illness and/or disease.
- E. The Employer shall retain all health records of employees, including up-to-date health cards.

Section 3: Holiday Scheduled Day Off

If a paid holiday falls on an employee's scheduled day off he shall receive eight (8) hours compensatory time off in lieu thereof, except when the holiday falls on a Saturday. Compensatory time off must be requested in advance and may be granted at such times as requested by the employee in light of needs of the Bureau to provide the service it is charged to provide. These requests shall not be

unreasonably denied.

Compensatory time off in lieu of holidays shall be recorded in a separate category known as Holiday leave.

Section 4: Duty Connected Disability

Disability compensation shall be awarded in accordance with the provisions of Title 3 V.I.C., Section 584 (a) through (d).

Section 5: Hazardous Duty Pay

All civilian employees working in the St. Thomas Jail, Golden Grove Correctional Facilities and Annas Hope Detention Center shall receive a 10% hazardous duty differential added to their base rate of pay.

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ARTICLE XX
SPECIAL PROVISIONS
DEPARTMENT OF PLANNING AND NATURAL RESOURCES

Section 1: Basic Hand Tools

Employees shall be required to have the basic hand tools of their trades or professions. The Employer shall provide all other tools or equipment at no cost to the employees for the performance of the job function.

Section 2: Issuance of Work Clothes

Two (2) sets of coveralls shall be issued initially to each employee, in Environmental Protection, Fish and Wildlife and Coastal Zone, subject to replacement as needed because of normal wear and tear.

Section 3: Staff Lounge

The Employer shall provide and maintain a staff lounge with suitable furniture where space is available.

Section 4: Management Personnel Not To Perform Unit Work

Management personnel shall not perform work usually assigned to employees except during emergencies or for instructional purposes, or where the employee is absent.

Section 5: Employer's Efforts to Obtain Approval, When Necessary

Whenever any of the terms of this Agreement require approval by other Governmental bodies or individuals, the Employer shall take all appropriate steps and exert its best effort to obtain such approval.

Section 6:

As safeguards against violence in work sites where actual violence is a problem the Employer shall provide adequate safeguards including security guards where necessary.

Section 7: Holiday Scheduled Day Off

If a paid holiday falls on an employee's scheduled day off he shall receive eight (8) hours compensatory time off in lieu thereof, except when the holiday falls on a Saturday. Compensatory time off must be requested in advance and may be granted at such times as requested by the employee in light of needs of the Department to provide the service it is charged to provide. These requests shall not be unreasonably denied.

Compensatory time off in lieu of holidays shall be recorded in a separate category known as Holiday leave.

ARTICLE XX
SPECIAL PROVISIONS
DEPARTMENT OF EDUCATION
SCHOOL LUNCH/MAINTENANCE
AND CUSTODIAL WORKERS

Section 1: Responsibility for Equipment

An employee shall be responsible for all equipment signed out to that employee, normal wear and tear excepted.

Section 2: Alternative Duties

When equipment operators are unable to operate their equipment because of inclement weather, mechanical malfunction or other reasons, they may be assigned to alternative duties.

Section 3: Uniforms

- A. The Employer shall issue a total of four (4) sets of uniforms to each maintenance employee and shall replace any uniform that becomes unusable because of normal wear and tear.
- B. The Employer shall issue a total of four (4) sets of uniforms and aprons as needed to each school lunch and custodial employee and shall replace any uniform that becomes unusable because of wear and tear.

Section 4: Equipment

The Employer agrees to furnish suitable equipment and supplies which are necessary for the performance of the employee's function. The employees agree to utilize such equipment and supplies as provided. Included are:

- A. Dishwashers: Rubber boots, plastic aprons and overalls;
- B. Food Service Workers: Freezer jackets, gloves and aprons, head covering;
- C. Cooks: Aprons, head covering;
- D. Custodial Workers: Rubber gloves and boots when needed.

Section 5: Health Cards

The Department shall be responsible for the payment of fees for health card renewal examinations. These examinations shall be performed prior to the date due back to work each year. No personal time off shall be granted to secure health cards during the school year.

24 12-20-18

Section 6: Closing for Kitchen School Lunch Personnel

Kitchen school lunch personnel shall be released for summer vacation not more than five (5) working days and no less than three (3) working days after the last day of school, provided that the proper state of cleanliness is achieved and all reporting and record-keeping is completed.

Section 7: Opening of School and Training

All school lunch personnel shall be available for training and/or cleaning for a period of three (3) to five (5) working days within a period of two weeks prior to the opening of school.

Section 8: Basic Hand Tools

Employees shall be required to have the basic hand tools of their trades or professions. The Employer shall provide all other tools or equipment for the performance of their job functions at no cost to the employees.

Section 9:

Employees, for good cause, and upon an approved request, shall be granted reasonable time off for personal business not to exceed twenty-four (24) hours in any one school year.

Requests for such personal leave, except in cases of emergency, shall be made at least three days in advance and shall not be arbitrarily denied by the supervisor. In cases of emergency, employees shall notify supervisor as soon as possible.

Section 10:

An employee to be permanently reassigned from one functional unit (school) to another shall be given at least ten (10) working days notice by the Employer prior to the reassignment.

Section 11:

Those cooks who perform kitchen manager duties in schools where there is no kitchen manager shall receive a stipend of FIVE HUNDRED DOLLARS (\$500.00) per annum in addition to their present wages. Such amount shall be paid in two (2) installments of TWO HUNDRED FIFTY DOLLARS (\$250.00) each, by separate checks.

2412-20-18

ARTICLE XX
SPECIAL PROVISIONS
V.I. HOSPITALS

Section 1: Number of Food Service Workers at any Meal

There should be more than one (1) food service worker to push and serve a food wagon at any one (1) meal being taken to other facilities outside the hospital.

Section 2: Basic Hand Tools

Employees shall be required to have the basic hand tools of their trades or professions. The Employer shall provide all other tools or equipment at no cost to the employees for the performance of the job function.

Section 3: On-Call

"On-call" time is time that an employee is not actually on duty but is directed to be continually available for immediate return to duty by furnishing the supervisor with a location and telephone number when he/she can be reached.

- A. On-call Compensation shall be Three Dollars and Twenty-Five Cents (\$3.25) per hour.
- B. On-call availability pay is not applicable during the period of time that an employee is actually on duty.
- C. When called back employee shall be compensated pursuant to Article XVIII, Section 7 of this agreement.
- D. Employees will be required to wear identification badges and are subject to random security searches.

Section 4: Notification of Exposure to Disease

- A. The Employer shall, by memorandum, notify those employees who may be or might have been exposed to any type of infectious or contagious disease or hazardous material that passes through the emergency room/clinics as soon as possible.
- B. Such employees may be granted two (2) weeks leave with pay after exposure has been confirmed, and follow-up examinations scheduled in accordance with Departmental Exposure Plan or as warranted. This leave to be taken in one (1) consecutive period.
- C. Counseling shall be provided at no cost to the employee.

24 12-20-18

Section 5: Responsibility for Equipment

An employee shall be responsible for all equipment signed out to that employee, normal wear and tear excepted.

Section 6: Leave With Pay to Overcome Effects of Radiation

- A. X-ray technicians, technologists, operating room technicians, shall be granted two weeks leave with pay to overcome the effects of radiation to which they have been exposed in the performance of their duties. This leave shall be taken in one consecutive period.
- B. The Agency agrees to provide a radiation badge, lead apron or screen to technicians, technologists and operating room technicians.

Section 7: Physical Examinations

Physical examinations shall be provided as follows:

- A. The Employer shall give an annual physical examination to all employees, which shall include:
 - 1. Tuberculosis;
 - 2. Serology, CBC and Urinalysis;
 - 3. And all other tests and procedures which in the professional judgment of the physician are necessary;
 - 4. Visual acuity;
 - 5. Hearing test;
 - 6. Drug test

The cost of annual examinations shall be offset by the employee's health insurance coverage plan. The Department/Agency of the employee shall assume the costs of unmet deductibles associated with the physical examination.

- B. Any employee who wishes to have the annual examination performed by a personal physician will be allowed to do so at their own expense, provided that a copy of the health record is made available for evaluation by the Employer's health physician and for the human resources files.
- C. The Employer, through its health services, will assist in referrals for necessary treatment and will provide to all employees the appropriate immunizations to the employees. The cost of immunization shall be offset by the employees' health insurance coverage plan. The Department/Agency of the employee shall assume the costs of unmet deductibles associated with the immunization.
- D. The Employer shall retain all health records of employees, including up-to-date health cards.

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Section 8: Shift Changes

When the Employer changes an employee's shift the Employer will make every effort to schedule the employee off forty-eight (48) hours but not less than twenty-four (24) hours.

Section 9: Employee Reassignment

The Employer will notify the employee in writing as well as the union when said employee is to be re-assigned to another unit.

Section 10: Employee Continuing Education

The Employer shall make every effort to ensure annual continuing education both on site and off site, based on the availability of funds.

Section 11: Employee Lockers

Employer shall make reasonable efforts to provide lockers for those employees not assigned a designated workstation, subject to the availability of funds.

Section 12: Weekend Schedule for Shift Employees

Shift employees shall not be required to work more than two (2) consecutive weekends. The work schedule shall reflect a proper rotating system and must be posted one (1) week in advance. Where scheduling permits, alternate weekends off will be scheduled. In the event a shift employee is required to work more than two (2) consecutive weekends, on the third and subsequent consecutive weekend the employer shall compensate the employee at the rate of one and one-half (1½) times the employee's regular rate of pay for each hour worked on such weekend(s).

Section 13: Meals

1. Shift employees shall receive a meal at reduced cost during their scheduled work shift, if Food Service is available during the shift.
2. The basic meal shall cost Five Dollars and Fifty (\$5.50) cents. Additional items will be at regular price. The basic meal will consist of a meat, fish, or chicken, with a choice of vegetable, starch, medium drink and dessert. Management will identify two items (meat, fish or chicken) from the daily menu which will be provided at the basic meal rate.

Section 14: Holiday Scheduled Day Off

If a paid holiday falls on an employee's scheduled day off he shall receive eight (8) hours compensatory time off in lieu thereof, except when the holiday falls on a Saturday. Compensatory time off must be requested in advance and may be granted at such times as requested by the employee in light

of needs of the Department/Agency involved to provide the service it is charged to provide. Compensatory time off shall be requested, granted, and used in accordance with the following:

Time earned shall be requested, granted and used within two (2) months of the date earned or prior to separation from service whichever comes first unless longer time is needed at the discretion of the Employer. However, at no time shall it exceed six (6) months.

Compensatory time off in lieu of holidays shall be recorded in a separate category known as holiday leave.

Section 15: Security, Cashiers and Business Office

The Employer may install security cameras and monitors as needed and will continue scheduled rounds by the security guards.

Section 16: Water Cooler

Water coolers with clean drinking water shall be located in areas accessible to employees.

Section 17: Differential

The bargaining unit members who are permanently assigned to the Behavioral Health Unit and Radiological Technologists/Technicians shall receive hazardous duty pay differential of fifteen (15%) percent.

Section 19: Confidentiality

As an essential component of employment, all employees shall be required to maintain patient confidentiality, privacy and security in accordance with federal and local law, rule and regulations including the Health Insurance Probability and Accountability Act (HIPAA). Violations of patient confidentiality and privacy shall result in disciplinary action up to and including termination.

**ARTICLE XX
SPECIAL PROVISIONS
DEPARTMENT OF HEALTH**

Section 1: Basic Hand Tools

Employees shall be required to have the basic hand tools of their trades or professions. The Agency shall provide all other tools or equipment at no cost to the employees for the performance of the job function.

Section 2: Maintenance Employees Basic Duties

Maintenance employees shall be employed primarily in servicing, repair and rehabilitation of existing facilities and equipment.

Section 3: Time and Attendance Recording System

All time and attendance recording systems will be located in areas reasonably convenient to employees.

Section 4: On-Call

"On-call" time is time that an employee is not actually on duty but is directed to be continually available for immediate return to duty by furnishing the supervisor with a location and telephone number when he/she can be reached.

- A. On-call compensation shall be Three Dollars and Twenty-Five Cents (\$3.25) per hour;
- B. On-call availability pay is not applicable during the period of time that an employee is actually on duty;
- C. When called back employee shall be compensated pursuant to Article XVIII, Section 7 of this agreement.

Section 5: Physical Examinations

Physical examinations shall be provided as follows:

- A. The Employer shall give an annual physical examination to all employees, which shall include:
 - 1. Tuberculosis;
 - 2. Serology, CBC and Urinalysis;
 - 3. And all other tests and procedures which in the professional judgment of the physician are necessary;
 - 4. Visual acuity;
 - 5. Hearing test;

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6. Drug test

The cost of annual examinations shall be offset by the employee's health insurance coverage plan. The Department/Agency of the employee shall assume the costs of unmet deductibles associated with the physical examination.

- B. Any employee who wishes to have the annual examination performed by a personal physician will be allowed to do so at their own expense, provided that a copy of the health record is made available for evaluation by the Employer's health physician and for the human resources files.
- C. The Employer, through its health services, will assist in referrals for necessary treatment and will provide to all employees the appropriate immunizations to the employees. The cost of immunization shall be offset by the employee's health insurance coverage plan. The Department/Agency of the employee shall assume the costs of unmet deductibles associated with the immunization.
- D. The Employer shall retain all health records of employees, including up-to-date health cards.

Section 6: Employee Overseas Seminars, On-line and Audio Conferences

The Employer may send employees overseas to participate in courses and seminars on an annual basis, based on the availability of funds.

Section 7: Work Schedules

The employee will be required to work forty (40) hours per week or eighty (80) hours per pay period, subject to the discretion and written approval of the Employer, based on the needs of the Department/Agency as follows:

- 1. Eight Hour Scheduling: Ten (10); eight (8) hour shifts per pay period; the employee shall work alternate weekends; and will receive holiday pay for holidays or holiday time off. Holiday time off shall be counted as eight (8) hours only.
- 2. Ten Hour Scheduling: Four (4) ten hour shifts per week or (8) ten hour shifts per pay period;
- 3. Twelve Hour Scheduling: Six (6) twelve hour shifts and one (1) eight-hour shift per pay period or any other combination of hours equaling forty (40) hours per week or eighty (80) hours per pay period, which has been mutually agreed upon by the staff and management.

24 12-26-18

Section 8: Hazardous Duty Pay Differential

The bargaining unit members who are permanently assigned to the Behavioral Health, Emergency Medical Services and Environmental Health shall receive hazardous duty pay differential of fifteen (15%) percent.

Section 9: HIPAA Privacy & Security

As an essential component of employment, all employees shall be required to maintain patient confidentiality, privacy and security in accordance with federal and local law, rule and regulations including the Health Insurance Probability and Accountability Act (HIPAA). Violations of patient's confidentiality and privacy shall result in disciplinary action up to and including termination.

Section 10: Identification Badges

All employees are required to wear identification badges at all times.

**ARTICLE XX
SPECIAL PROVISIONS
EMERGENCY MEDICAL SERVICES
DEPARTMENT OF HEALTH**

Section 1: Posting of Courses for Re-certification

As provided for under the provisions of Article XV, "In-Service Education", all courses for re-certification shall be posted on EMT's bulletin boards ninety (90) days prior to expiration of any current certification.

Section 2: Uniform Allowance-EMT's

The Employer shall pay to each Emergency Medical Technician the sum of five hundred dollars (\$500.00) at the beginning of each fiscal year for the maintenance of uniforms. Uniforms shall be prescribed by departmental regulations.

The Employer shall issue a total of five (5) shirts and slacks, one (1) pair of footwear as designated by Employer per National Safety Standards, and another any other necessary items that are required to perform their duties for emergency medical services personnel. Employer will inspect and replace uniform items(s) due to wear and tear, as deemed necessary.

Section 3: Responsibility for Equipment

All EMT's shall be responsible for all equipment signed out to that employee, normal wear and tear excepted.

Section 4: Physical Examinations

Physical examinations shall be provided as follows:

- A. The Employer shall give an annual physical examination to all employees, which shall include:
 - 1. Tuberculosis;
 - 2. Serology, CBC and Urinalysis;
 - 3. And all other tests and procedures which in the professional judgment of the physician are necessary;
 - 4. Visual acuity;
 - 5. Hearing test;

Employees must be provided with the results of all tests taken relative to these exams.

The cost of annual examinations shall be offset by the employee's health insurance coverage plan. The Department/Agency of the employee shall assume the costs of unmet deductibles associated with the physical examination.

- B. Any employee who wishes to have the annual examination performed by a personal physician will be allowed to do so at their own expense, provided that a copy of the health record is made available for evaluation by the Employer's health physician and for the human resources files.
- C. The Employer, through its health services, will assist in referrals for necessary treatment and will provide to all employees the appropriate immunizations cost to the employees. The cost of immunization shall be offset by the employees health insurance coverage plan. The Department/Agency of the employee shall assume the costs of unmet deductibles associated with the immunization.
- D. The Employer shall provide, at no cost to its employees, all necessary health care follow-up consultations to those employees who, in the performance of their duties, contract a job-related illness and/or disease.
- E. The Employer shall retain all health records of employees, including up-to-date health cards.

Section 5: Shift Changes

When the Employer changes an employee's shift the Employer will make every effort to schedule the employee off forty-eight (48) hours but not less than twenty-four (24) hours.

Section 6: Employee Overseas Seminars, On-line and Audio Conferences

The Employer may require employees to participate in overseas, distant learning and audio conference courses and seminars an annual basis, based n the availability of funds.

Section 7: Ambulance Service Maintenance

- A. All ambulances shall be serviced approximately every three thousand (3000) miles on a rotating basis by the Employer. The Employer shall conduct bacteria culture swab tests on the air condition systems every three months.
- B. A check list shall be posted showing the type and results of service and test done to the ambulance. No previously used brakes, steering system, parts shall be used to replace worn or unserviceable parts.

Section 8: EMT Ambulance Report

The (EMT) employee will report all improper working equipment inside of the ambulance in writing immediately upon realizing the problem to his/her immediate supervisor. The employee will retain a copy of the report.

Section 9: EMT Equipment

The Employer shall provide all EMT's with the appropriate equipment needed to perform their job function(s).

Section 10: Ambulance Replacement

The Employer shall replace ambulances every five (5) years subject to the availability of funds and upon the determination by the manufacturers' certified mechanic that the vehicle is no longer operable and safe.

Section 11: Weekend Schedule for Shift Employees

Shift employees shall not be required to work more than two (2) consecutive weekends. The work schedule shall reflect a proper rotating system and must be posted one (1) week in advance. Where scheduling permits, alternate weekends off will be scheduled, In the event a shift employee is required to work more than two (2) consecutive weekends, on the third and subsequent consecutive weekend the employer shall compensate the employee at the rate of one and one half (1 ½) times the employee's regular rate of pay for each hour worked on such weekend(s).

Section 12: Employee Lockers

Employer shall make reasonable efforts to provide lockers for those employees not assigned a designated workstation, subject to the availability of funds.

Section 13: St. John Safety Patrol

The Employer will request the Virgin Islands Police Department to patrol the St. John facilities during the day-time hours to safeguard the welfare of the employees, patients and facilities.

Section 14: Mandatory Continuing Education

Mandatory continuing education or classes required for all personnel including EMTs re-certification in the area of Basic Life Support and/or Advanced Cardiac Life Support shall be provided in the territories at no cost to those employees. Attendance at these courses shall be mandatory.

Section 15: C.S.I.D Team

The Employer shall identify a Critical Stressful Incident Debriefing (C.S.I.D.) team which shall be available to Emergency Medical Service personnel at all times.

Section 16: EMT Response Team

No less than two (2) Emergency Medical Technicians shall respond on an emergency at anytime on one ambulance or boat ambulance.

ARTICLE XX
SPECIAL PROVISIONS
DEPARTMENT OF HOUSING, PARKS AND RECREATION

Section 1: Basic Hand Tools

Employees shall be required to have the basic hand tools of their trades or professions. The Employer shall provide all other tools or equipment at no cost to the employees for the performance of the job function. The list of basic hand tools is attached as Appendix "B".

Section 2: Responsibility for Equipment

An employee shall be responsible for all equipment signed out to that employee, reasonable wear and tear excepted.

Section 3: Safeguards Against Violence

In work sites where actual violence is a problem, the Employer shall provide adequate safeguards including security guards when necessary.

Section 4: Staff Lounge

The Employer shall provide and maintain a staff lounge with suitable furniture where space is available.

Section 5: Management Personnel Not To Perform Unit Work

Management personnel shall not perform work usually assigned to employees except during emergencies or for instructional purposes, or where the employee is absent.

Section 6: Employer's Efforts to Obtain Approval, When Necessary

Whenever any of the terms of this Agreement require approval by other Governmental bodies or individuals, the Employer shall take all appropriate steps and exert its best efforts to obtain such approval.

Section 7: Clean Up Time

The last half hour of each work day shall be utilized by maintenance employees for the express purpose of cleaning and washing up, which includes cleaning of the shop tools and equipment.

Section 8: Identification Badges

An identification badge shall be issued to each employee which shall be worn by the employee at all times during the work day.

Section 9: Uniforms

Four (4) sets of uniform shall be issued to Maintenance Division employees each fiscal year.

ARTICLE XX
SPECIAL PROVISIONS
DEPARTMENT OF HUMAN SERVICES

Section 1: Shift Change

When the Employer changes an employee's shift, the Employer will make every effort to schedule the employee off not less than twenty-four (24) hours prior to such changes in the employee's shift.

Section 2: Basic Hand Tools

Employees shall be required to have the basic hand tools of their trades or professions. The Employer shall provide all other tools or equipment at no cost to the employees for the performance of the job function. The list of basic hand tools is attached as Appendix "B".

Section 3: Responsibility for Equipment

An employee shall be responsible for all equipment signed out to that employee, reasonable wear and tear excepted.

Section 4: Safeguards Against Violence

In work sites where actual violence is a problem, the Employer shall provide adequate safeguards including security guards when necessary.

Section 5: Staff Lounge

The Employer shall provide and maintain a staff lounge with suitable furniture where space is available.

Section 6: Client Waiting Room

All district offices where possible shall be equipped with a client waiting room suitably furnished.

Section 7: Management Personnel Not To Perform Unit Work

Management personnel shall not perform work usually assigned to employees except during emergencies or for instructional purposes, or where the employee is absent.

Section 8: Employer's Efforts to Obtain Approval, When Necessary

Whenever any of the terms of this Agreement require approval by other Governmental bodies or individuals, the Employer shall take all appropriate steps and exert its best effort to obtain such approval.

Section 9: Transportation for Shift Employees

Employer shall provide transportation for employees who are coming off or going on the 11:00 p.m. shift, in cases of emergency.

Section 10: Physical Examinations

Physical examinations shall be provided as follows:

- A. A pre-employment physical examination and an annual examination shall be given to all employees in the Homes for the Aged, and all Food Handlers. Each such employee shall have a physical examination at no cost to him which shall include:
 - 1. Chest x-ray;
 - 2. Serology, CBC and Urinalysis;
 - 3. And all other tests and procedures, which, in the professional judgment of the physician are necessary.

Employees must be provided with the result of all tests taken relative to these exams.

- B. Any employee who wishes to have the annual examination performed by a personal physician will be allowed to do so at their own expense, provided that a copy of the health record is made available for evaluation by the Employer's health physician and for the personnel health files.
- C. The Employer, through its Health Service, will assist in referrals for necessary treatment and will provide to all employees the appropriate immunizations at no cost to the employees.
- D. The Employer shall provide, at no cost to its employees, all necessary health care follow-up consultations to those employees who, in the performance of their duties, contract a job related illness and/or disease.
- E. The Employer shall retain all health records of employees, including up-to-date health cards.

Section 11:

If a Certified Nursing Assistant is assigned to be the lead CNA of a shift she shall be compensated at his/her regular rate of pay plus ten percent (10%) of her present hourly rate for the duration of the assignment.

Section 12: Holiday Scheduled Day Off

If a paid holiday falls on an employee's scheduled day off he shall receive a day off eight (8) hours in lieu thereof, except when the holiday falls on a Saturday.

Time earned must be used within six (6) months of the date earned or separation from service whichever comes first. Compensatory time off in lieu of holidays shall be recorded in a separate leave category known as Holiday Leave.

Section 13: Notification of Exposure to Disease

The Employer shall, by memorandum, notify those employees who may be exposed to any type of infectious or contagious disease that passes through the facilities which involve caring of resident or clients.

Section 14: First Aid Supplies

A First Aid Kit must be kept in each division of the Department and a Fire Equipment Kit in case of fire.

Section 15: Hazardous Duty Pay

All civilian employees who are covered by this agreement and are permanently assigned to work at the Youth Rehabilitation Center will receive 10% hazardous duty differential added to their base pay.

Section 16: Duty Connected Disability

Disability compensation shall be awarded in accordance with the provision of Title 3 V.I.C., Section 584(a) through (d).

Section 17: Home Maker's Aide Differential

All Homemaker Aides will receive \$2,000 differential added to their annual base salary once they receive the Home Health Aide Certificate.

29 12-20-18

ARTICLE XXI
NO STRIKES OR LOCKOUTS

Section 1: No Strikes - No Lockouts

During the term of this Agreement, there shall be no strike or other work stoppage or slowdown or lockout. Participation by employees in an act violating this paragraph will be cause for immediate disciplinary action by the Employer, which shall be subject to the Grievance and Arbitration clause of this Agreement.

Section 2: Affirmative Action

In the event of a strike in violation of Section 1 of this Article, the Employer shall notify the Union of any such act by mail or fax at the address provided herein. Upon receipt thereof, the Union shall instruct the employees engaged in such activity to end such strike forthwith. Further, the Employer and the Union shall have the right to enforce the provisions of Section 1 of this Article in any court of law having appropriate jurisdiction.

Σ 12-20-18

ARTICLE XXII
HEADINGS FOR CONVENIENCE ONLY

The headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction of this Agreement.

2412-20-18

ARTICLE XXIII
SAVINGS CLAUSE

In the event that any provision of this Agreement or compliance therewith by the Employer or the Union shall constitute a violation of the Virgin Islands or Federal law or regulations, such provision, to the extent only that it is so in violation, shall be deemed ineffective and unenforceable, and shall be deemed severable from the remaining provisions of this Agreement, while remaining provisions shall not be affected. The provision affected shall be renegotiated by and between the Union and the Employer.

Σ4 12-20-18

ARTICLE XXIV
TOTALITY OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties and except as otherwise specifically provided herein no alteration, understanding, variation, waiver, change or modification of any of the terms or conditions of this Agreement shall be applicable unless agreed to in writing by the Department and the Union.

24 12-20-18

ARTICLE XXV
DURATION AND BINDING EFFECT

Section 1:

This Agreement shall become operative at 12:01 a.m. of the first (1st) day of January, September 1, 2018, and shall expire at midnight of the thirtieth (30) day of September, 2023.

Section 2:

This Agreement shall have no effect and shall be unenforceable unless signed by the Governor of the Virgin Islands provided, further, that any portion of this Agreement requiring legislative action to permit its implementation by providing additional funds therefore, shall not become effective until the Legislature of the Virgin Islands has enacted appropriate implementing legislation.

Section 3:

The Government is fully aware of the social and economic consequences of layoffs. The Government will therefore continue to make every effort to improve its fiscal position by all means, including the collection of outstanding accounts receivable, before resorting to layoffs. The Government also agrees to meet and discuss with the Union any such plans prior to implementation.

Σ 12-20-18


IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20 day of December, 2018.

GOVERNMENT OF THE VIRGIN ISLANDS

BY: 
Natalie Nelson Tang How, Esq.
Chief Negotiator


DATED: December 20, 2018

SEAFARERS INTERNATIONAL UNION

BY: 
Eugene Irish
Vice President

DATED: 12-20-2018

APPROVED:


HONORABLE KENNETH E. MAPP
Governor of the Virgin Islands

DATE: 12-27-18

WAGE PROPOSAL

<u>WAGE PROPOSAL</u>		<u>Comments</u>
	<p><u>YEAR 1</u></p> <p>0-4 Years of Service = Slot on New Pay Plan 5-9 Years of Service = Slot in New Pay Plan plus 1 Step 10-14 Years of Service = Slot in New Pay Plan plus 2 Steps 15-19 Years of Service = Slot in New Pay Plan plus 3 Steps 20 -24 Years of Service = Slot in New Pay Plan plus 4 Steps 25 or more Years of Service = Slot in New Pay Plan plus 5 Steps</p> <p><u>YEAR 2</u></p> <p>0-4 Years of Service = No Step 5-9 Years of Service = 1 Step 10-19 Years of Service = 2 Steps 20 or more Years of Service = 3 Steps</p> <p><u>YEAR 3</u></p> <p>Freeze</p> <p><u>YEAR 4</u></p> <p>Wage Reopener</p> <p><u>YEAR 5</u></p> <p>New Contract</p> <p>*Above subject to verification by OMB.</p>	

ACCEPTED: 340 24 10-19-18 NOT ACCEPTED: _____
10-19-18
FOR SUBMISSION TO IMPASSE: _____ (GVT) _____ (SIU-Masters)

SEAFARER'S INTERNATIONAL UNION MASTER
Proposed Wage Plan (Mgt) 9-2018

		1%																													
		STEP																													
	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
1.00%	5	27,040	27,310	27,584	27,859	28,138	28,419	28,704	28,991	29,280	29,573	29,869	30,168	30,469	30,774	31,082	31,393	31,707	32,024	32,344	32,667	32,994	33,324	33,657	33,994	34,334	34,677	35,024	35,374	35,728	36,085
	6	27,310	27,584	27,859	28,138	28,419	28,704	28,991	29,280	29,573	29,869	30,168	30,469	30,774	31,082	31,393	31,707	32,024	32,344	32,667	32,994	33,324	33,657	33,994	34,334	34,677	35,024	35,374	35,728	36,085	36,446
	7	27,584	27,859	28,138	28,419	28,704	28,991	29,280	29,573	29,869	30,168	30,469	30,774	31,082	31,393	31,707	32,024	32,344	32,667	32,994	33,324	33,657	33,994	34,334	34,677	35,024	35,374	35,728	36,085	36,446	36,810
	8	27,859	28,138	28,419	28,704	28,991	29,280	29,573	29,869	30,168	30,469	30,774	31,082	31,393	31,707	32,024	32,344	32,667	32,994	33,324	33,657	33,994	34,334	34,677	35,024	35,374	35,728	36,085	36,446	36,810	37,178
	9	28,138	28,419	28,704	28,991	29,280	29,573	29,869	30,168	30,469	30,774	31,082	31,393	31,707	32,024	32,344	32,667	32,994	33,324	33,657	33,994	34,334	34,677	35,024	35,374	35,728	36,085	36,446	36,810	37,178	37,550
2.00%	10	28,419	28,704	28,991	29,280	29,573	29,869	30,168	30,469	30,774	31,082	31,393	31,707	32,024	32,344	32,667	32,994	33,324	33,657	33,994	34,334	34,677	35,024	35,374	35,728	36,085	36,446	36,810	37,178	37,550	37,926
	11	28,988	29,278	29,570	29,866	30,165	30,466	30,771	31,079	31,390	31,703	32,020	32,341	32,664	32,991	33,321	33,654	33,990	34,330	34,674	35,020	35,371	35,724	36,081	36,442	36,807	37,175	37,546	37,922	38,301	38,684
	12	29,567	29,863	30,162	30,463	30,768	31,076	31,386	31,700	32,017	32,337	32,661	32,987	33,317	33,651	33,987	34,327	34,670	35,017	35,367	35,721	36,078	36,439	36,803	37,171	37,543	37,918	38,297	38,680	39,067	39,458
	13	30,159	30,460	30,765	31,073	31,383	31,697	32,014	32,334	32,658	32,984	33,314	33,647	33,984	34,324	34,667	35,013	35,364	35,717	36,074	36,435	36,799	37,167	37,539	37,915	38,294	38,677	39,063	39,454	39,849	40,247
	14	30,762	31,070	31,380	31,694	32,011	32,331	32,654	32,981	33,311	33,644	33,980	34,320	34,663	35,010	35,360	35,714	36,071	36,432	36,796	37,164	37,535	37,911	38,290	38,673	39,060	39,450	39,845	40,243	40,646	41,052
3.00%	15	31,377	31,691	32,008	32,328	32,651	32,978	33,308	33,641	33,977	34,317	34,660	35,007	35,357	35,710	36,067	36,428	36,792	37,160	37,532	37,907	38,286	38,669	39,056	39,446	39,841	40,239	40,642	41,048	41,458	41,873
	16	32,319	32,642	32,968	33,298	33,631	33,967	34,307	34,650	34,996	35,346	35,700	36,057	36,417	36,782	37,149	37,521	37,896	38,275	38,658	39,044	39,435	39,829	40,227	40,630	41,036	41,446	41,861	42,279	42,702	43,129
	17	33,288	33,621	33,957	34,297	34,640	34,986	35,336	35,689	36,046	36,407	36,771	37,138	37,510	37,885	38,264	38,646	39,033	39,423	39,817	40,216	40,618	41,024	41,434	41,849	42,267	42,690	43,117	43,548	43,983	44,423
	18	34,287	34,630	34,976	35,326	35,679	36,036	36,396	36,760	37,128	37,499	37,874	38,253	38,635	39,021	39,412	39,806	40,204	40,606	41,012	41,422	41,836	42,255	42,677	43,104	43,535	43,970	44,410	44,854	45,303	45,756
	19	35,315	35,668	36,025	36,385	36,749	37,117	37,488	37,863	38,241	38,624	39,010	39,400	39,794	40,192	40,594	41,000	41,410	41,824	42,242	42,665	43,091	43,522	43,958	44,397	44,841	45,290	45,742	46,200	46,662	47,128
4.00%	20	36,375	36,739	37,106	37,477	37,852	38,230	38,613	38,999	39,389	39,783	40,180	40,582	40,988	41,398	41,812	42,230	42,652	43,079	43,510	43,945	44,384	44,828	45,276	45,729	46,186	46,648	47,115	47,586	48,062	48,542
	21	37,830	38,208	38,590	38,976	39,366	39,759	40,157	40,559	40,964	41,374	41,788	42,205	42,628	43,054	43,484	43,919	44,358	44,802	45,250	45,703	46,160	46,621	47,087	47,558	48,034	48,514	48,999	49,489	49,984	50,484
	22	39,343	39,736	40,134	40,535	40,940	41,350	41,763	42,181	42,603	43,029	43,459	43,894	44,333	44,776	45,224	45,676	46,133	46,594	47,060	47,531	48,006	48,486	48,971	49,461	49,955	50,455	50,959	51,469	51,984	52,503
	23	40,917	41,326	41,739	42,157	42,578	43,004	43,434	43,868	44,307	44,750	45,197	45,649	46,106	46,567	47,033	47,503	47,978	48,458	48,942	49,432	49,926	50,425	50,930	51,439	51,953	52,473	52,998	53,528	54,063	54,603
	24	42,553	42,979	43,409	43,843	44,281	44,724	45,171	45,623	46,079	46,540	47,005	47,475	47,950	48,430	48,914	49,403	49,897	50,396	50,900	51,409	51,923	52,442	52,967	53,497	54,031	54,572	55,118	55,669	56,225	56,788
5.00%	25	44,255	44,698	45,145	45,596	46,052	46,513	46,978	47,448	47,922	48,402	48,886	49,374	49,868	50,367	50,871	51,379	51,893	52,412	52,936	53,465	54,000	54,540	55,086	55,636	56,193	56,755	57,322	57,895	58,474	59,059
	26	46,468	46,933	47,402	47,876	48,355	48,839	49,327	49,820	50,318	50,822	51,330	51,843	52,362	52,885	53,414	53,948	54,488	55,033	55,583	56,139	56,700	57,267	57,840	58,418	59,002	59,592	60,188	60,790	61,398	62,012
	27	48,792	49,280	49,772	50,270	50,773	51,281	51,793	52,311	52,834	53,363	53,896	54,435	54,980	55,529	56,085	56,646	57,212	57,784	58,362	58,946	59,535	60,130	60,732	61,339	61,952	62,572	63,198	63,830	64,468	65,113
	28	51,231	51,744	52,261	52,784	53,311	53,845	54,383	54,927	55,476	56,031	56,591	57,157	57,729	58,306	58,889	59,478	60,073	60,673	61,280	61,893	62,512	63,137	63,768	64,406	65,050	65,701	66,358	67,021	67,691	68,368
	29	53,793	54,331	54,874	55,423	55,977	56,537	57,102	57,673	58,250	58,832	59,421	60,015	60,615	61,221	61,833	62,452	63,076	63,707	64,344	64,988	65,637	66,294	66,957	67,626	68,303	68,986	69,676	70,372	71,076	71,787
	30	56,482	57,047	57,618	58,194	58,776	59,364	59,957	60,557	61,162	61,774	62,392	63,016	63,646	64,282	64,925	65,574	66,230	66,892	67,561	68,237	68,919	69,609	70,305	71,008	71,718	72,435	73,159	73,891	74,630	75,376

7/10/19-18
24/10-19-18