

**COLLECTIVE BARGAINING AGREEMENT**

Between the

**GOVERNMENT OF THE VIRGIN ISLANDS  
THE V.I. GOVERNMENT HOSPITALS  
and  
HEALTH FACILITIES CORPORATION**

and the

**ASSOCIATION OF HOSPITAL EMPLOYED PHYSICIANS  
(AHEP)**

EFFECTIVE DATE: September 1, 2002  
EXPIRATION DATE: September 30, 2007

## INDEX

<u>ARTICLE NUMBER</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
	PREAMBLE	1
I	RECOGNITION	2
II	RIGHTS OF THE EMPLOYER	3
III	UNION SECURITY	5
IV	DISCIPLINE AND DISCHARGE	7
V	GRIEVANCE AND ARBITRATION PROCEDURES	8
VI	NON-DISCRIMINATION	12
VII	ORIENTATION AND PERSONNEL RECORDS	13
VIII	PHYSICAL EXAMINATION	14
IX	LABOR MANAGEMENT COMMITTEE	15
X	PROFESSIONAL DEVELOPMENT COMMITTEE	16
XI	MALPRACTICE	17
XII	MISCELLANEOUS	18
XIII	SPECIAL PROVISIONS	19
XIV	SCHEDULES AND SALARIES	21
XV	WORK ASSIGNMENTS	23
XVI	STAFFING LEVELS AND REQUIREMENTS	24
XVII	POSTING OF VACANCIES	26
XVIII	UNION OFFICERS	27
XIX	HEADINGS FOR CONVENIENCE ONLY	28
XX	TOTALITY OF AGREEMENT	29
XXI	SAVINGS CLAUSE	30
XXII	DURATION AND BINDING EFFECT	31
	SIGNATURE PAGE	33
	ATTACHMENT "A"	

**PREAMBLE**

THIS AGREEMENT entered into this 8th day of November, 2002, by and between the Government of the U.S. Virgin Islands, for itself and on behalf of Juan F. Luis Hospital Facilities Board and St. Thomas/St. John Hospital Facilities Board hereinafter referred to as the "Employer" or "Boards", and the ASSOCIATION OF HOSPITAL EMPLOYED PHYSICIANS, hereinafter referred to as the "Association".

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

It is the intent of this Agreement to insure that all of the people of the United States Virgin Islands receive the quality of medical care to which they are entitled and to insure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic and full agreement between the parties covering rates of pay, wages and work responsibilities and other terms and conditions of employment.

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

*[Handwritten signature]*  
11/8/02

*[Handwritten signature]*  
11/8/02

**ARTICLE I**  
**RECOGNITION**

Section 1:

The Employer hereby recognizes the Union as the exclusive bargaining representative for all Staff Physicians I, II, III, and IV employed at the St. Thomas and St. Croix Hospitals as certified by the Public Employees Relations Board (PERB).

Excluded are all other physicians, management and other employees represented by other units.

*[Handwritten Signature]* 11/18/02

*[Handwritten Signature]*  
11/02/02

**ARTICLE II**  
**RIGHTS OF THE EMPLOYER**

Section 1:

The Government as Employer shall have the right to establish and execute public policy, subject to the provisions of this Agreement by:

- A. Directing and supervising the employees covered by this Agreement;
- B. Determining qualifications and standards for hiring new physicians;
- C. Hiring, promoting, assigning, retaining, disciplining, suspending, demoting, or discharging physicians subject to the terms of this Agreement.
- D. Maintaining efficiency of operations;
- E. Determining methods, means and personnel by which the Employer's operations are to be conducted, subject to the terms of this Agreement;
- 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 Government Service, subject to the provisions of this Agreement and the right of any affected physician to challenge the action through the grievance procedure;
- B. In the event of an amendment or revision of a job description, the compensation of the incumbent shall not be reduced.

*6/11/02*

*18/02*

Section 3:

The Employer reserves the right to establish and enforce reasonable rules and regulations governing employment responsibilities of physicians covered hereby, upon not less than fifteen (15) days notice to AHEP. AHEP may challenge the rules or regulations through the grievance procedure. Any such rules and regulations shall be made known to all physicians covered hereby and to AHEP; and the application of such rules, regulations and amendments shall not be discriminatory or inconsistent with this Agreement. This notice may be waived by the employer in instances where such rules must be implemented immediately to address a bonafide emergency. The Employer shall enforce the provisions of the Medical Staff Bylaws as adopted by the Medical Staff and approved by the respective District Governing Boards. In the event of a conflict between the provisions of this agreement and the Bylaws, the provisions of the Bylaws shall govern.

*J 11/15/02*

*J 11/18/02*

**ARTICLE III**  
**UNION SECURITY**

**Section 1: Union Membership**

The Employer recognizes the right of an physician in the Bargaining Unit to become a member of the Association 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 AHEP in good standing.

**Section 2: Union Dues**

The Employer agrees to the establishment and maintenance of a check-off procedure whereby the Employer shall make payroll deductions of the regular initiation fees and bi-weekly payroll deduction of \$8.00 Association dues. Such deduction shall be based on the physician's written authorization to do so, submitted to the employer by AHEP. Deductions shall commence with respect to the pay period in which the Employer receives the physician's authorization.

**Section 3:**

An employee who is a dues paying member of AHEP shall continue to pay dues to the union for the term of this Agreement.

It shall be a condition of employment that physicians covered by this Agreement who are not members of AHEP shall, within forty-five (45) days after the execution of the Agreement or after being newly hired, pay AHEP dues or pay a payment-in-lieu of dues.

It is further agreed that the payment-in-lieu of dues shall not be more than the Union dues collected from other AHEP members.

*[Handwritten signature]* 11/18/02

*[Handwritten signature]* 11/18/02

Section 4:

If an employee fails to make payment or payment-in-lieu of dues and the Union proceeds in accordance with PERB Rules and Regulations Section 373.4 et seq., the Employer will proceed in accordance with PERB Rules and Regulations Section 373.11.

Section 5:

All monies as dues or initiation fee or payment-in-lieu of dues shall be forwarded to the Association with a list of names and social security numbers of the physicians from whose wage deductions have been made, and showing the amount of individual deductions. Said deductions shall be transmitted to AHEP, by check payable to:

ASSOCIATION OF HOSPITAL EMPLOYED PHYSICIANS

P.O. Box 6326-Sunny Isle

Croix, USVI 00823

or such other address as the president may designate during the life of the contract.

Section 6:

AHEP agrees to indemnify and save harmless the Government of the Virgin Islands in those cases in which the Government is obligated to disburse any sum of money for having discharged a physician at the request of the Association for failure to pay Dues, or Payment-in-Lieu of dues and/or initiation fees.

A handwritten signature in black ink, appearing to be 'JMD', is located in the bottom right corner of the page.

ARTICLE IV  
DISCIPLINE AND DISCHARGE

Rights of Discipline

The Employer retains the exclusive right to discipline, demote, reprimand, discharge or suspend an employee for just cause.

*[Handwritten signature]*  
6/11/8/02

*[Handwritten signature]*  
12/02

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Grievance Defined

- A. For the purpose of this Agreement, and with exception of disputes referred to in Subsection 1.b below, a grievance is defined as a complaint, dispute or controversy between the parties as to the interpretation, application or performance of this Agreement.
- B. Disputes arising under the Medical Staff's By-laws pertaining to the professional care of patients shall not be considered grievances.

Section 2: Exclusive Procedure

The following procedure shall be the exclusive means of settlement of all grievances arising under this Agreement.

Section 3: Employee-Grievant

All reasonable work time spent by the Physician-Grievant during working hours in filing, discussion, investigation and processing of a grievance shall be with pay. The Physician-Grievant shall act diligently and expeditiously in undertaking the above. The Physician shall still be held responsible for his/her job or work assignments during the time he/she is pursuing the above.

Section 4: Procedure for Processing Grievances and Selecting Arbitrators

A. The procedure to be followed for the processing and disposition of grievances, as defined in Subsection 1 above, shall be as follows:

 11/8/02

 11/8/02

Step 1:

The matter shall first be reduced to writing on a grievance form which sets forth the facts and circumstances of the alleged grievance, the part of the Agreement alleged to have been violated and the relief sought. Copies of the completed form must be presented to the Medical Director, and to the Chief Executive Officer no later than fifteen (15) working days after the physician, or the AHEP, as the case may be, knew or should have known of the facts giving rise to the matter complained of.

Within ten (10) working days after the completed grievance forms have been presented, the Medical Director or the Chief Executive Officer, at the option of the Employer, or their designees, will meet with the AHEP representative and the physician to discuss the grievance.

Within ten (10) working days after this meeting has been held, the Medical Director or the Chief Executive Officer, or designee shall advise the physician and the AHEP representative, in writing, of their decision.

Step 2:

If the Step 1 is not acceptable to the Union, not later than ten (10) working days after presentation of the Step 1 decision, the Union may submit a written notice of its desire to arbitrate the matter. When a demand for arbitration has been so presented, the parties shall, within ten (10) working days of such presentation, select an impartial arbitrator by drawing, at random, a name from a list of at least five (5) permanent arbitrators to be herein after chosen by the parties in a mutually agreeable manner.

*[Handwritten signature]*  
11/8/02

*[Handwritten signature]*  
11/8/02

- B. The parties, upon mutual agreement may select mediation to resolve any grievances that arise in accordance with Section IA.

Section 5: Scheduling

The Arbitrator so selected, after telephonically conferring with the parties, shall set a date and time and place for the hearing of the case within thirty (30) working days of appointment and shall notify the parties, by telephone, not less than fifteen (15) working days in advance of said hearing date unless the parties, by mutual agreement, in writing, waive said notice.

Section 6: Failure to Attend Hearing

The failure of any party or witness to attend an arbitration hearing as scheduled by the Arbitrator shall not delay the hearing and the Arbitrator is hereby authorized to proceed to take evidence and to issue an award as though such party or witness was present, except that the Employer may have a designee in attendance at such hearing to represent its interest.

Section 7: Authority of the Arbitrator

The Arbitrator shall not have the authority to add to, subtract from or modify the express provisions of this Agreement. The Arbitrator shall have subpoena power. The Arbitrator shall be authorized only to entertain the grievance as filed at Step 1.

Section 8: Time and Effect of Arbitration Award

The Arbitrator's award must be rendered, in writing, within thirty (30) days after conclusion of the arbitration hearing and shall be final and binding on the aggrieved physician or physicians, the AHEP, and the Employer and shall be enforceable in any court of competent jurisdiction.

Section 9: Arbitration Expense

Expenses and fees of the Arbitrator shall be divided equally. Each party shall pay its own expenses for transcripts, attorneys fees and the like, unless otherwise mutually agreed.

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 at an earlier step.

Section 11: Definition of Working Day

Whenever used in this Article, the term "working day" means each week day or Monday through Friday, exclusive of holidays.

Section 12: Grievance Priority

Should several disputes, controversies and/or grievances be pending at the same time, those concerning discharge, lay-off or disciplinary measures shall be given first priority in grievance processing and arbitration.

Section 13: Stipulated Facts

In the event that the parties are in agreement as to all of the facts bearing upon any grievance, they may submit the grievance to the Arbitrator by means of a written stipulation of facts and they may agree to waive a formal hearing. Any waiver of hearing shall be in writing, executed by the parties hereto.

9 11/18/02

John  
11/18/02

**ARTICLE VI**  
**NON-DISCRIMINATION**

Section 1:

The employer agrees that it will not discriminate against any physician applicant or any physician employee, either in hiring, promoting, or assigning to positions or as to any other term or condition of employment because of race, color, national origin or citizenship, political belief, sex, marital status or religion, participation or activities on behalf of any association, or other non-merit factor.

ARTICLE VII  
ORIENTATION AND PERSONNEL RECORDS

Section 1:

All newly hired physicians shall be provided with such orientation by the Chief of Service as may be necessary to fully familiarize them with the nature and duties of their position.

The employer shall provide the following to a newly hired physician:

- (a) Rules and regulations of the Hospital;
- (b) Health Insurance application;
- (c) Medical Staff By-laws;

The physician shall be required to sign a statement indicating that he or she has received the same.

Section 2:

Any physician shall, upon written request, be allowed to examine their personnel file. Upon written authorization by the employee, AHEP may examine the same personnel file.

 11/8/02

 11/8/02

ARTICLE VIII

PHYSICAL EXAMINATION

The employer shall provide, at no expense to the physicians, all necessary health care follow-up consultations to those physicians who, in the performance of their duties, contract a job related illness and/or injury, in accordance with applicable Workmen's Compensation statutes. Disability benefits shall be provided in accordance with the provisions of Title 3, Virgin Islands Code, Section 584 (a-c).

*[Handwritten signature]* 11/8/02

*[Handwritten signature]*  
11/8/02

ARTICLE IX

LABOR MANAGEMENT COMMITTEE

Section 1:

The employer and the AHEP agree to establish a joint Labor-Management Committee, consisting of four (4) representatives from each side. The Committee will meet at the call of either side and not less 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 AHEP and Employer representatives will attend the scheduled meetings. Association representatives who are also employees will suffer no loss of pay for time spent in attendance at such meetings held during work time. The Chairmanship shall be rotated between AHEP and Management with each meeting and the Secretary shall be selected from the opposite group.

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 the Committee hearings.

*[Handwritten signature]* 11/8/02

*[Handwritten signature]* 11/8/02

ARTICLE X  
PROFESSIONAL DEVELOPMENT

Section 1:

The Employer encourages physicians to participate in Continuing Medical Education Programs. Full time physicians shall be afforded the opportunity to take ten (10) working days per year of Administrative leave with pay for the purpose of Continuing Medical Education (CME) based upon the concurrence of the Medical Director. Concurrence shall not be unreasonably denied. Requests for administrative leave in excess of the allotted amounts may be granted upon approval of the Chief of Service and Medical Director. Based on the availability of funds, the employer shall pay tuition up to \$1,000 per physician per year.

*[Handwritten Signature]* 11/18/02

*[Handwritten Signature]*  
11/18/02

ARTICLE XI  
MALPRACTICE

Section 1:

All physicians in the bargaining unit must be current with their Malpractice payments to the fund in order to be indemnified by the Government of the Virgin Islands.

*[Handwritten signature]*  
2018/11/08/02

*[Handwritten signature]*  
11/08/02

ARTICLE XII  
MISCELLANEOUS BENEFITS

Section 1:

- A. Health and dental insurance shall be provided to all physicians covered by this Agreement as set forth in Title 3, V.I. Code, §631-640.
  
- B. The Employer shall provide disability benefits to all physicians covered by this Agreement in accordance with Title 3, V.I. Code, Chapter 25.
  
- C. The criteria for determining Sick and Annual Leave shall be as they currently exist, and Sick and Annual Leave shall be maintained and provided in accordance with Title 3, V.I.C., Chapter 25, §583 and Title 3, V.I.C., Chapter 25, §582.

*[Handwritten signature]*  
11/8/02

*[Handwritten signature]*  
11/8/02

**ARTICLE XIII**  
**SPECIAL PROVISIONS**

**Section 1: No Individual Contracts**

There shall be no individual contracts relating to terms and conditions of employment between the Employer and any physicians covered by this Agreement.

**Section 2: Employer Cooperation**

Whenever any of the terms of the Agreement require the action and or approval of other governmental bodies or individuals, the Employer shall expeditiously take appropriate steps to obtain such approval.

**Section 3:**

It is further agreed that proof of copies of the Agreement will be reviewed and approved by the Government and AHEP prior to final printing.

**Section 4: Work Environment**

The Employer agrees to provide a safe, sanitary and secure work environment in accordance with OSHA regulations and other regulatory bodies.

The Employer shall make every effort to provide all necessary staff, equipment, and supplies to provide for the performance of medical duties and to meet minimal acceptable standards as defined by Joint Commission on Accreditation of Health Care Organization. (JCAHO)

**Section 5: Lounge Facilities**

The Employer agrees to provide lounge facilities and lockers to doctors, as soon as space becomes available.

Section 6:

AHEP may submit its recommendations for changes in the job description of any physician covered by this Agreement. The employer shall meet and confer with AHEP representative regarding these recommendations within thirty (30) days thereafter.

Section 7:

AHEP may, upon notification and subject to availability, use rooms at the hospital for AHEP meetings and elections. Requests for use of meeting rooms shall be made in advance through the hospital.

Section 8:

AHEP shall have the right to use designated hospital or Employer bulletin board to announce meetings, either local, regional, state or national, and to otherwise inform its members of matter of professional interest and contract administration.

 11/8/02

 11/8/02

ARTICLE XIV  
SCHEDULES AND SALARIES

Section 1: Hours of Work/Job Responsibilities

- A. The employer recognizes the unique nature of the staff physicians' duties and responsibilities at the hospitals, and that fulfillment thereof requires every physician covered by this agreement to keep both regular hours at the hospital, as well as perform varying amounts of "on call" time.
- B. Further, and recognizing the fact that most physicians covered by this agreement have private medical practices which of necessity entails treatment of patients at the hospital, it is agreed that there shall be no restriction on the hours of the day during which the physicians may see private patients or administer medical treatment to them; provided that it does not interfere with the physicians' performance of his responsibilities as a staff physician.
- C. All hospital employed physicians shall report to the Hospital at a time designated by Hospital Administration. This time will be selected to facilitate patient care and to coordinate with other hospital services. Exceptions to this reporting time will automatically be granted in consideration of a physicians emergency services that require working in the hospital late in the prior evening.
- D. All physicians will undertake the care of patients without regard to the patients ability to pay for these services. Upon completion of the required patient care services, the physician shall not be required to remain physically in the Hospital. It is understood that the physicians availability is dictated by proper medical care and patient requirements over a 24 hour period within the physicians' specialty area.

 11/8/02

 11/8/02

- E. All physicians will serve on hospital staff committees as required by the respective Hospital.
- F. All request for leave, must be approved, a minimum of two (2) weeks in advance, by the Medical Director. Such leave shall be approved based on adequate coverage as determined by the Medical Director, which shall not be unreasonably withheld.

Section 2: Salaries

During Fiscal Year 2003, the Physicians covered by this agreement shall be compensated in accordance with the salary schedule effective 10/01/02, marked "Attachment A".

Section 3: Credit for Prior Experience

Every two (2) years of prior experience after U.S. Board Certification or U.S. Board eligibility shall be credited as one (1) year of service in the V.I. system; not to exceed a total of seven (7) years total credit in the Virgin Islands.

Section 4: Step Increases

Step level increases will continue in accordance with current practices, based on satisfactory performance evaluation.

Section 5: Additional Duties

Physicians shall receive a differential of \$5,000.00 for the performance of additional duties as the "Chief of Service". It is the intent of the parties that no individual shall receive a reduction as a result of this agreement, during their performance of the duties of "Chief of Service".



ARTICLE XV

WORK ASSIGNMENTS

Physicians shall not be required to perform services for or on behalf of the V.I. Department of Health as part of his or her regular duties. Any agreement for any physician to perform work for or on behalf of the V.I. Department of Health shall be upon such terms, and for such compensation as may be agreed upon by the said Department of Health and the physician involved.

*[Signature]* 11/8/02

*[Signature]*  
11/8/02

**ARTICLE XVI**

**STAFFING LEVELS AND RECRUITMENT**

**Section 1: Staffing Levels**

Within thirty (30) days following the execution hereof, the Employer shall, after consultation with its Chiefs of Services, determine minimum and maximum physician staffing levels for each service and notify AHEP of its determination.

Thereafter, the Employer shall use its best efforts to achieve and maintain minimum staffing levels as so determined, implementing the recruitment procedures as set forth in Section 2.

The Employer shall review its staffing level determination, consulting with its Chiefs of Services for this purpose, at least annually, making such changes as may be necessary based on utilization, need, and availability of funds.

**Section 2: Recruitment**

Whenever a vacancy occurs in an existing Department or the Employer is notified that a staff physician will be leaving employment, and whenever any service is below minimum staffing levels as determined in Section 1, the following procedures shall be implemented by the Employer:

- A. Within ten (10) working days of the vacancy or notification of same, or whenever staffing levels are below the minimum levels as determined by above, the Employer shall arrange an advertisement aimed at filling the vacancy in at least one major stateside medical journal of the medical specialty involved; such advertisement to continue at intervals until the vacancy is filled. Within the same period, the Employer may contact accredited stateside residency programs in the

 11/8/02

 11/8/02

field for the purpose of soliciting qualified candidates for the vacancy.

If the vacancy is not filled within a reasonable time by using the procedure specified above, the Employer shall arrange for immediate temporary filling of the vacancy through a "locum tenens", subject to availability of funds.

*C* 11/8/02

*ghm*  
11/8/02

ARTICLE XVII  
POSTING OF VACANCIES

Section 1:

The Employer shall keep posted in each hospital in a conspicuous place a listing of all vacant positions covered by this Agreement for a minimum of fifteen (15) days, or until the position is filled. A copy of said vacancies and the posting thereof shall be sent to the AHEP Representative on each island as the vacancy occurs.

Section 2:

When qualifications for filling a vacancy are substantially equal among eligible candidates within the Collective Bargaining Unit, seniority shall control.

ARTICLE XVIII  
UNION OFFICERS

Section 1:

The Employer recognizes and agrees to deal with the duly appointed representative of AHEP in all matters covered by this Agreement. There shall be no more than three (3) representatives per island.

Section 2:

AHEP Representatives shall be permitted the reasonable time off work, without loss of pay or benefits, to carry on their elected duties. The duties of their office shall include contract negotiations, grievance handling and processing, arbitration processing.

Section 3:

AHEP shall provide a list of duly elected representatives to the Employer, within ten (10) days after elections.

ARTICLE XIX

HEADINGS FOR CONVENIENCE ONLY

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



10/18/02  
11/18/02

**ARTICLE XX**  
**TOTALITY OF AGREEMENT**

The 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 Employer and the Association.



*John*  
11/8/02

ARTICLE XXI  
SAVINGS CLAUSE

Section 1:

If any provision of this contract or the compliance with any of its terms by the Employer or the Union shall be found by the PERB or a court of competent jurisdiction a violation of applicable Federal law or Virgin Islands law, such provision shall be deemed unenforceable and deemed severable from the remaining provisions of this Agreement without affecting the enforceability or applicability of the remaining provisions.



*Handwritten signature and date*  
11/8/02

**ARTICLE XXII**  
**DURATION AND BINDING EFFECT**

**Section 1:**

This Agreement shall become operative at 12:01 a.m. on the 1<sup>st</sup> day of October, 2002 and shall expire on midnight of the 30<sup>th</sup> day of September, 2007.

**Section 2:**

This Agreement shall have no effect and shall be unenforceable unless signed by the Governor of the Virgin Islands and ratified by AHEP's membership; provided further, that any portion of this Agreement requiring legislative action to permit its implementation shall not become effective until the Legislature of the Virgin Islands has enacted appropriate implementing legislation; provided further that if implementing legislation is necessary, the Governor shall promptly seek enactment of same, and advise AHEP of all efforts undertaken in this regard.

**Section 3:**

This Agreement shall automatically be renewed from year to year following its expiration unless either party shall have notified the other in writing at least ninety (90) days prior to expiration of an intent to commence negotiations on a new Contract. In the event of such notice, negotiations for a successor agreement shall commence not later than sixty (60) days prior to expiration hereof.

It is recognized, however, that beyond the life of this Agreement (10/1/02 - 9/30/07) any movement or increases on the current pay plan must be negotiated.

Section 4:

All notice provided for in this contract shall be served by registered mail, return receipt requested, upon the Employer, CEO St. Thomas, and St. Croix Hospitals, St. Thomas, V.I. 00801 and upon AHEP, P.O. Box 6326, Sunny Isle , St. Croix, Virgin Islands 00803 or such other address as either party shall furnish the other in writing.



gmo  
11/8/02

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date indicated below

GOVERNMENT OF THE VIRGIN ISLANDS

ASSOCIATION OF HOSPITAL  
EMPLOYED PHYSICIANS

BY:

Karen M. Andrews  
KAREN M. ANDREWS  
Chief Labor Negotiator

BY:

Derrick D. Jones, M.D.  
DERRICK D. JONES, M.D.  
President

APPROVED:

BY:

Charles W. Turnbull  
CHARLES W. TURNBULL, Ph.D.  
Governor, U.S. Virgin Islands

DATED:

11/19/02

# TENTATIVE WAGE AGREEMENT

October 17, 2002

## Association of Hospital Employed Physicians

1. Eligible members of the Association of Hospital Employed Physicians (AHEP) shall be given credit for their years of experience on the current pay plan for Fiscal years 1993 and 1994, with an implementation date of October 1, 2002.
2. AHEP agrees to waive any and all rights to negotiate for the periods FY 1995, 1996, 1997, 1998, 1999, 2000, 2001 and 2002 for all members of the bargaining unit.
3. AHEP agrees to waive any rights to enforce the order of the Public Employees Relations Board (PERB) regarding the 1998 Tentative Wage Agreement.<sup>1</sup>
4. The Government shall withdraw its court appeal of the aforementioned PERB order.
5. Effective October 1, 2002 (FY '03), all members of the bargaining unit shall be placed on the new pay plan at the step corresponding to his/her years of experience (see new pay plan effective 10/1/02 attached).
6. Effective October 1, 2002, for the purpose of placement on the new pay plan, the parties agree that every two (2) years of prior experience after completion of U.S. Residency, shall be credited as one (1) year of service in the Virgin Islands system; not to exceed a total of seven (7) years total credit in the Virgin Islands.
7. The parties agree that step increases will continue for the life of this agreement, based on satisfactory performance evaluation.
8. Physicians shall receive a differential of \$5,000.00 for the performance of additional duties as the "Chief of Service" in the following areas:

Medicine	Pathology
Surgery	Anesthesiology
OB/GYN	Behavioral Health
Pediatrics	Radiology
9. The sum of \$5,000.00 shall be added to the base salary of physicians with three (3) years fellowship with board certification in subspecialty, and practicing primarily in that subspecialty.

ATTACHMENT "A"

<sup>1</sup>See, PERB Decision and Order (ULPC-99-27)

*[Handwritten signature]*  
11/8/02

Tentative Agreement  
AHEP/GVI  
October 17, 2002  
Page 2

10. This agreement shall become effective October 1, 2002 and expire September 30, 2007.

11. This agreement shall not become effective unless ratified by the membership of AHEP and the Governor of the United States Virgin Islands.

Tentatively Agreed to:

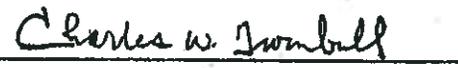
**GOVERNMENT OF THE VIRGIN ISLANDS**

  
Karen M. Andrews  
Chief Negotiator  
*2:00 a.m.*

**ASSOCIATION OF HOSPITAL  
EMPLOYED PHYSICIANS**

  
Derrick Jones, MD  
Chief Negotiator  
*10/17/02  
0200*

Ratified By:

  
Charles W. Turnbull, Ph.D.  
Governor of the V.I.

*11/19/02*  
Date



*07/18/02*

OFFICE OF COLLECTIVE BARGAINING  
 GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

**AHEP - ASSOCIATION OF HOSPITAL EMPLOYED PHYSICIANS - SALARY SCHEDULE: EFFECTIVE 10/01/02**

YRS EXP	OLD 0-3 1	0-3 1	4-6 2	7-9 3	10-12 4	13-15 5	16-18 6	19-21 7	22-24 8	25-27 9	28 PLUS 10
AH 01	60,500	70,785 17.0%	73,121 3.3%	75,534 3.3%	78,027 3.3%	80,601 3.3%	83,261 3.3%	86,009 3.3%	88,847 3.3%	91,779 3.3%	94,808 3.3%
AH 02	67,500	78,975 17.0%	81,581 3.3%	84,273 3.3%	87,054 3.3%	89,927 3.3%	92,895 3.3%	95,960 3.3%	99,127 3.3%	102,398 3.3%	105,777 3.3%
AH 03	74,500	87,165 17.0%	90,041 3.3%	93,013 3.3%	96,082 3.3%	99,253 3.3%	102,528 3.3%	105,912 3.3%	109,407 3.3%	113,017 3.3%	116,747 3.3%
AH 04A DIFFER	71,500	83,655 17.0%	86,416 3.3%	89,267 3.3%	92,213 3.3%	95,256 3.3%	98,400 3.3%	101,647 3.3%	105,001 3.3%	108,466 3.3%	112,046 3.3%
		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
		88,655	91,416	94,267	97,213	100,256	103,400	106,647	110,001	113,466	117,046
AH 04B DIFFER	76,500	89,505 17.0%	92,459 3.3%	95,510 3.3%	98,662 3.3%	101,917 3.3%	105,281 3.3%	108,755 3.3%	112,344 3.3%	116,051 3.3%	119,881 3.3%
		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
		94,505	97,459	100,510	103,662	106,917	110,281	113,755	117,344	121,051	124,881

Derrick Jones, M.D., Chief Negotiator  
 Assoc. of Hospital Employed Physicians

Date: 10/17/02

*[Signature]*

Karen M. Andrews, Chief Negotiator  
 Government of the Virgin Islands

Date: 10/17/02

*[Signature]*

Charles W. Turnbull, PhD.  
 Governor of the Virgin Islands

Date: 11/17/02

*[Signature]*

\$5,000.00 added to base pay of physicians with three (3) years fellowship with Board Certification in sub-specialty, and practicing in that sub-specialty

AH 01 = Physician not US board eligible  
 AH 02 = US Board eligible physician  
 AH 03 = US Board certified physician of Service  
 AH 04A = US Board eligible Chief of Service  
 AH 04B = US Board certified Chief of Service