

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 Agriculture
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
V.I. Police Department (School Crossing Guards)
Department of Public Works
Waste Water Management Authority
Department of Human Services
Department of Labor
Department of Justice (Support Staff) and
Bureau of Corrections (Support Staff)
National Guard/VITEMA (Support Staff)
Veterans Affairs

EFFECTIVE DATE:
EXPIRATION DATE:

October 01, 2005
September 30, 2008

TA
4/21/09
8/6/09

INDEX

<u>ARTICLE NUMBER</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
	PREAMBLE	1
I	RECOGNITION	2
II	PAYROLL STATEMENT	3
III	HOURS OF WORK AND OVERTIME	4
IV	UNION SECURITY	7
V	MANAGEMENT RIGHTS AND RESPONSIBILITIES	9
VI	FRINGE BENEFITS	10
VII	UNION BUSINESS LEAVE	17
VIII	SENIORITY AND LAYOFFS	18
IX	GRIEVANCE AND ARBITRATION PROCEDURE	22
X	NO DISCRIMINATION	27
XI	EMPLOYEE PERSONNEL RECORD	28
XII	HEALTH, SAFETY AND SANITATION	29
XIII	UNION REPRESENTATIVES & SHOP STEWARDS ACTIVITIES	31
XIV	DISCIPLINE AND DISCHARGE	33
XV	IN-SERVICE EDUCATION	35
XVI	EDUCATION AND TRAINING	38
XVII	PROMOTIONS, DEMOTIONS AND TRANSFERS	39
XVIII	RATES OF PAY	41
XIX	LABOR-MANAGEMENT COMMITTEE	45
XX	MISCELLANEOUS PROVISIONS	46
	SPECIAL PROVISIONS	
	DEPARTMENT OF AGRICULTURE	50
	BUREAU OF CORRECTIONS - SUPPORT STAFF	52
	PLANNING & NATURAL RESOURCES	54
	EDUCATION-SCHOOL LUNCH, MAINTENANCE AND CUSTODIAL WORKERS	56

TA
EA
4/16/09
Jg 4/16/09

<u>ARTICLE NUMBER</u>	<u>INDEX</u> <u>TITLE</u>	<u>PAGE NUMBER</u>
XX	SPECIAL PROVISIONS	
	V.I. HOSPITALS & HEALTH FACILITIES CORPORATION-DEPARTMENT OF HEALTH	59
	DEPARTMENT OF HEALTH- EMERGENCY MEDICALS SERVICES	64 67
	DEPARTMENT OF HOUSING, PARKS AND RECREATION	71
	DEPARTMENT OF PUBLIC SAFETY SCHOOL CROSSING GUARDS	73
	DEPARTMENT OF HUMAN SERVICES	74
	DEPARTMENT OF PUBLIC WORKS	78
	DEPARTMENT OF JUSTICE (Support Staff)	80
	DEPARTMENT OF LABOR	82
	WASTE MANAGEMENT AUTHORITY	83
XXI	NO STRIKES OR LOCKOUTS	86
XXII	HEADINGS OF CONVENIENCE	87
XXIII	SAVINGS CLAUSE	88
XXIV	TOTALITY OF AGREEMENT	89
XXV	DURATION AND BINDING EFFECT	90
	SIGNATURE PAGE	91


 TA
 4-16/09

PREAMBLE

THIS AGREEMENT entered into this 16th day of April
2009, by and between the departments of:

Department of Agriculture
Bureau of Corrections (support staff)
Planning & Natural Resources
Education-school lunch, maintenance and custodial workers
V.I. Hospitals & Health Facilities Corp.
Department of Health
Department of Housing, Parks and Recreation
Department of Public Safety (School Crossing Guards)
Department of Human Services
Department of Public Works
Waste Management Authority
Department of Justice (Support Staff)
Department of Labor
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:

29
TA
4-16-09

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 45 a, b and c 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.

EY
TA
4-16-09
JG 4/16/09

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:

Employees' individual requests for an itemized statement including hours worked, accumulated sick leave and annual leave shall be furnished to the employee within five (5) working days. Employees requests must be made in writing to the appropriate payroll office; employees shall be limited to two (2) such requests per year unless such requests are made for the purpose of rectifying or correcting the statement of leave.

Section 3:

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

24
TA
4-16-89
4/16/89

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.

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.

24
TA
4-16-09
4/16/09

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

A. The Employer agrees to the establishment and maintenance of a check-off procedure whereby the Employer shall make payroll deductions, bi-weekly, of regular periodic union dues and initiation fees, and payment in-lieu of dues of an amount equal to two (2) times the members hourly rate of pay but not less than ten dollars (\$10.00) 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 receives the employee's authorization. The Union reserves the right to change the amount of dues herein during the term of this Agreement after reasonable notice to the Employer. The Union shall assume the costs associated with any changes to the check-off procedure.

B. ALL MEMBERS OF THE BARGAINING UNIT REPRESENTED BY UIW, STP&G, SIU, NA, AFL-CIO, WHO ARE NOT MEMBERS OF THE UNION ARE REQUIRED BY LAW TO MAKE A PAYMENT-IN-LIEU OF DUES TO THE UNION. THE AMOUNT OF SUCH FEES SHALL NOT BE HIGHER THAN DUES DEDUCTED FROM UNION MEMBERS AND WILL BE DEDUCTED FROM THE PAY OF EACH SUCH EMPLOYEE UNDER AUTHORIZATION PROVIDED FOR THIS PURPOSE. THE REASONABLENESS OF THE AMOUNT MAY BE APPEALED TO THE PUBLIC EMPLOYEES RELATIONS BOARD, P. O. BOX 25435, GALLOWS BAY, ST. CROIX, U. S. VIRGIN ISLANDS, 00824-1435.

Section 3:

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

24
TA
4-16-09
JG 4/16/09

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

Section 4:

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

SEAFARERS INTERNATIONAL UNION
201-3A Altona & Welgunst, Suite 101
St. Thomas, Virgin Islands, 00802.

Or

P.O. Box 2130
St. Thomas, VI 00803-2130

Section 5:

The Union agrees to indemnify and hold 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 an employee at the request of the Union for failure to pay Union Dues, Payment-in-lieu of dues and/or initiation fees.

E4
TA
4-16-09 JG 4/16/09

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.

E4
TA
4-16-09
4/16/09

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 vacation time requested and approved provided he/she has sufficient accumulated leave to cover the vacation period and such leave does not interrupt the regular operations of the Agency. School crossing guards shall be allowed to take total leave time requested during the summer months, provided annual leave is available.

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.

24
TA
4-16-09
4/16/09

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: Vacation Leave Policy

Each Department/ Agency shall develop an annual leave vacation policy and a procedure for processing application for annual leave. Such procedure shall include a specific period of time within which to approve/disapprove a request for annual leave. Employees whose requests for annual leave are denied, shall be advised in writing of the reasons for the denial. Such employee shall be provided with the opportunity to select alternative dates for taking of annual leave. The employer shall submit a copy of its annual leave policy to the union office.

Section 4: 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

24
TA
4-16-09
4/16/10

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.
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. Proof of sickness for absence for two (2) or more consecutive days, or absence of the day immediately preceding or immediately following any weekend, or legal holiday, shall include a certificate from a practicing physician indicating the nature of the illness and certifying that the employee was incapacitated for work.
5. Proof of sickness for absence of less than two (2) days shall be by a signed statement from the employee and shall state specifically the nature of the illness which incapacitated the employee for work; provided, however, that additional reasonable proof of incapacity to work, including, certificate from a practicing physician, may also be required by a department/agency head in individual cases.
6. 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

4/16/09

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.

7. 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.

Section 5: 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 6: Bereavement Leave

An employee who suffers the death of his or her spouse, parents, children, grandparents, brothers, sisters, spouse's parents or legal guardians shall be entitled to four (4) days administrative leave with pay.

29
TR
4-16-09
4/16/09

This leave shall be taken within the period immediately following the death and one week after the burial.

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 7: 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 8: Maternity 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 it is expected 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, she shall (except in cases of emergency) apply for said leave not less than two (2) payroll periods prior to her 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 date past when she may not work without risking injury to herself or the unborn child. Upon application as provided above, the employee shall be granted maternity leave as hereinafter provided.
- B. To the extent available, an employee shall be permitted to charge any portion or all of her maternity leave to sick leave. Where

24
TA
4-16-09 *[Signature]* 4/16/09

an employee has exhausted all sick leave to which she might be entitled, the employee may charge her maternity leave to annual leave and thereafter to leave without pay.

- C. 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 9: 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 10: Insurance

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

Section 11: Duty Connected Disability

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

EV
TA
4-16-09 *[Signature]* 4/16/09

Section 12: 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 13: 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).

E. G.
TA
4-16-09
4/16/09

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.

Σ9
TA
4-16-09 8/4/10/09

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.

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

24
TA 4-16-09 *[Signature]* 4/16/09

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;

29
TA
4-16-09
JH
4/16/09

- 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.

JS 4/16/09
EA
TA
4-16-09

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.

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).

24
TA
4-16-09

4/16/09

Section 5: Demand for Arbitration and Selection of Arbitrators:

If the Department's final answer in Step 3 above and/or section 3B of this article is not satisfactory to the Union, within ten (10) working days after delivery of the Department's final answer the Union may file with the Department a written demand for arbitration signed by a Union Representative. When a demand for Arbitration has been presented, 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 the Federal Mediation and Conciliation Service to provide them with a panel of five (5) impartial arbitrators. 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 shall make the first strike of a name and the Department shall then strike a name, until the name of the person last appearing on the list shall be designated as the arbitrator and his appointment shall be binding on both parties.

Section 6: Date and Time of Hearing

The Arbitrator will set a date and time for the hearing of the case and must notify the parties, not less than ten (10) working days in advance of said hearing date, 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.

77
24
4-16-09 884/6/09

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

24
TA

4-16-09

4/16/09

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 suspended for cause, his right to compensation shall remain unaffected until a grievance challenging the suspension has been disposed of, or the time limit in which to file a grievance has expired, whichever occurs earlier.

[Handwritten signature]
4/16/09

29
TA
4-16-09

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.

29
TA
4-16-09
JF 4/16/09

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.

29
TA
4-16-09
JG 4/16/09

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

29
TA 4-16-09 8/4/16/09

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.

Section 3: Safety Equipment

Necessary protective devices to protect employees from injury and contamination shall be furnished by the Department/Agency 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.

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.

EA
TA
4-16-09
4/16/09

ARTICLE XIII
UNION REPRESENTATIVES' & SHOP STEWARDS' ACTIVITIES

Section 1: Shop Stewards

The Department/Agency shall recognize not more than two (2) chief shop stewards, one from each district, for the Departments of Human Services, Public Works, Education, Planning and natural Resources, Housing 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 the investigation, adjustment and disposal of grievances. The shop stewards shall suffer no loss of pay for work time spent in these activities.

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.

24
TA
4-16-09 JF 4/16/09

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 hereof, disciplinary action shall not be implemented and made part of employee's permanent personnel record until the employee shall have first been notified of the proposed disciplinary action and has had an opportunity to file a grievance on the proposed action and, if a grievance is filed, a decision on the disciplinary action to be taken has been rendered at Step 3 of the grievance procedure contained in Article IX, Section 3.

Section 3: Misconduct Warranting Immediate Disciplinary Action

The Department/Agency shall have the right to immediately discipline an employee, up to and including discharge, for the commission of one of the following offenses:

- A. Theft; embezzlement or dishonesty;
- B. Fighting;
- C. Gambling;
- D. Consumption of alcoholic beverages during working hours; reporting for work intoxicated;
- E. Sale, purchase or illegal use of narcotics or other forbidden drugs;
- F. Deliberate destruction or removal of the Department's/Agency's property, or that of another employee;
- G. Giving or taking a bribe of any kind;
- H. Conviction of a felony.

The foregoing enumeration of causes for discipline is by way of illustration and shall not be deemed to exclude the Department's/Agency's

TA 4-16-09 4/16/09

right to discipline an employee, up to and including discharge, for any other cause. Where the Department determines to discharge an employee for a cause not hereinabove enumerated, the Department shall have the right to suspend said employee at fifty percent (50%) of his/her regular rate of pay for a period of ninety (90) working days pending the processing of a grievance, if any, through the Grievance and Arbitration Procedure contained in Article IX. Payment shall cease if the grievant fails to file a grievance in a timely manner. If a grievance is filed but is unresolved after these thirty days, the Grievant shall be restored to his/her regular rate of pay pending final resolution of the matter. Any back pay resulting from such resolution 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.

EA
TA
4-16-09 JF 4/16/09

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;
- B. Illness or death in the immediate members of the family;
- C. Vacation;
- D. Other legitimate reasons/or absence which had been mutually agreed to in advance between the 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:

- 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

29
TA
4-16-09 JG 4/16/09

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.

84

TA

4-16-09

JS 4/16/09

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 by December 15 and notification of grant or denial of the application shall be made by March 1st.
- 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.

29
TA
4-16-09 *[Signature]* 4/16/09

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 of (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.

29
TA
4-16-09 *[Signature]* 4/16/09

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.

24
7A
4-16-09 JF 4/16/09

ARTICLE XVIII

RATES OF PAY

Section 1:

1. Employees in the bargaining unit shall waive all right to negotiate for Fiscal Years 1998, 1999, 2000, 2001, 2002, 2003, 2004 and 2005 for all members of the bargaining unit;
2. Effective October 1, 2005, (FY'06), the parties mutually agree to adopt the US Pay Plan as the SU Pay Plan dated October 1, 2005 which is attached hereto and made a part of the Master Collective Bargaining Agreement effective October 1, 2005 through September 30, 2008;
3. Effective October 1, 2005, the parties mutually agree to adjust the US now SU Pay Plan to accommodate a minimum entry-level of \$15,000. Such accommodations shall include the starting rate of Grades Five and higher by \$3,013;
4. Effective October 1, 2005, all parties in the Bargaining Unit, shall maintain the current grade for their respective positions and shall be placed on the step closest to their current salary without a decrease in their current salary. Except that employees on Grades One through Four shall be placed on Grade Five at the closest step to their current -salary which does not result in a salary decrease. All employees shall receive the following incremental step increases;
 - a) All employees hired, promoted or transferred into the bargaining unit on or prior to October 1, 1998, shall receive an increase of four (4) incremental steps on the SU Pay Plan dated October 1, 2005; provided, however, employees whose salary equals \$25,000 or less shall receive the number of incremental steps necessary to provide them an increase of at least \$3,000;
 - b) All employees hired, promoted or transferred into the bargaining unit after October 1, 1998, but prior to October 1, 2000, shall receive an increase of three (3) incremental steps on the SU Pay Plan dated October 1, 2005; provided, however, employees whose salary equals \$25,000 or less shall receive the number of incremental steps necessary to provide them an increase of at least \$3,000;

24
Ta
4-16-09 JG 4/16/09

- c) All employees hired, promoted or transferred into the bargaining unit after October 1, 2000, but prior to October 1, 2002, shall receive an increase of two (2) incremental steps on the SU Pay Plan dated October 1, 2005; provided, however, employees whose salary equals \$25,000 or less shall receive the number of incremental steps necessary to provide them an increase of at least \$3,000;
- d) All employees hired, promoted or transferred into the bargaining unit after October 1, 2002 but prior to October 1, 2004, shall receive an increase of one (1) incremental step on the SU Pay Plan dated October 1, 2005; provided, however, employees whose salary equals \$25,000 or less shall receive the number of incremental steps necessary to provide them an increase of at least \$3,000;
- e) All employees hired, promoted or transferred into the bargaining unit after October 1, 2004 shall receive at least a \$3,000 increase once their salary equals \$25,000 or less;
- f) All employees in the bargaining unit with twenty four (24) or more (+) years of service who received less than \$4,000 increase from the current base shall receive two (2) additional steps;
5. Effective October 1, 2006 (FY'07) all employees in the bargaining unit shall receive a 5% general salary increase. Such general salary increase shall be added to the SU Pay Plan.
6. Effective October 1, 2007 (FY'08) all employees in the bargaining unit shall receive a 5% general salary increase. Such general salary increase shall be added to the SU Pay Plan.
7. All employees in the Bargaining Unit who retired on or after September 30, 1997, but before October 1, 2005, shall receive a credit of a 2.5% salary increase for each year worked or a portion thereof, between October 1, 1997 to September 30, 2005. Such retirees shall waive all retroactive pay corresponding to this increase, but shall receive retroactive pension adjustment from the Government Employees' Retirement System. The employees' contribution shall be paid from such retroactive pension adjustment. The employer shall pay its contribution to the GERS to allow for the recalculation of the employees' pensions.
8. This agreement shall not become effective unless ratified by the membership of the Seafarers International Union and approved by the Governor of the United States Virgin Islands.

29

TA

4-16-09

4/16/09

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.

EQ

TA

4-16-09

4/16/09

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.

24
TA
4-16-09 *[Signature]* 4/16/09

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.

29
TA
4-16-09 JG 4/16/09

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.

- 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.

Section 17: Time and Attendance Reports

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

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

EA
TA
4-16-09
JF 4/16/09

ARTICLE XX
SPECIAL PROVISIONS
DEPARTMENT OF AGRICULTURE

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 including foul weather boots, hard hats and goggles where applicable at no cost to the employees for the performance of the job function.

Section 2:

Each abattoir technician shall be issued five (5) shirts and five (5) pairs of pants and each garage employee shall be issued two (2) sets of coveralls. These uniforms are subject for replacement as needed because of normal wear and tear.

Section 3: Lockers/Locker Room Facilities

The Government agrees to provide locker rooms facilities. Lockers shall be provided subject to the availability of funds.

Section 4: Responsibility for Equipment

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

Section 5: 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 6: Health Card Renewal/Examinations

The Employer shall be responsible for the payment of fees for health cards and renewal examinations for all employees who are required and is performing work in the abattoirs of the Employer.

Section 7: Alternative Duties

When equipment operators are unable to operate their equipment because

24
TA
4-16-09 

of inclement weather, mechanical malfunction or other reasons, they may be assigned to alternative duties.

Section 8: **Health Card Renewal/Examinations**

The Employer shall be responsible for the payment of fees for health cards and renewal examinations for all employees who are required and is performing work in the abattoirs of the Employer.

EA
TA
4-16-09 JS 4/16/09

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.

29
TA
4-16-09

4/16/09

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.

29 JA
4-16-09
JS 4/16/09

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.

84
TA
4-16-09 *[Signature]* 4/16/09

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.

24
TA
4-16-09 *[Signature]* 4/16/09

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.

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.

24
TA
4-16-09
4/16/09

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.

24
TA
4-16-09 *[Signature]* 4/16/09

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.

24
TA
4-16-69
4/16/69

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.

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

SA
TA
4-16-09
60
4/16/09

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.

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.

29
TA
4-16-09
4/16/09

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.

29
TA
4-16-09
JF
4/16/09

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.

24
TA
4-16-09 J 4/16/09

**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;

24
TA
4-16-09

4/16/09

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.

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:

24
TA
4-16-09 JG 4/16/09

- 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.

Section 8: Hazardous Duty Pay Differential

The bargaining unit members who are permanently assigned to the Behavioral Health and Emergency Medical Services 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.

EQ
TA
4-16-09 *[Signature]* 4/16/09

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 Four Hundred Twenty Five Dollars (\$425.00) at the beginning of each fiscal year for the purchase of uniforms. Uniforms shall be prescribed by departmental regulations.

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

24
TA
4-16-09
4/16/09

(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.

24
TA
4-16-09

JS 4/16/09

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.

EA
TA
4-16-09 JG 4/16/09

ARTICLE XX
SPECIAL PROVISIONS
DEPARTMENT OF PUBLIC SAFETY-SCHOOL CROSSING GUARDS

Section 1: Responsibility for Equipment

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

Section 2: Telephones

Where a telephone is installed for departmental business it shall be accessible for personal emergencies.

Section 3: Extermination Services

All shops shall receive extermination services as needed.

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: In-Service and Defense Training

Forty (40) hour block of self defense and in-service training, with annual eight (8) hour blocks of in-service training. Duties will include issuance of citations for parking violations within assigned areas while classes in session during the school day.

Section 6: Hand Held Radio

Hand held radio will be issued on a daily basis from work station. No personally assigned radio. Employees will be responsible for reimbursement of any loss of equipment.

Section 7: Uniform

Uniformed members of the Department of Public Safety-School Crossing Guards shall receive \$600.00 per annum for maintenance, replenishment of uniforms and the purchase of their own uniform (slacks, skirts and shirts), payable in two (2) installments of \$300.00 each in October and in April of each fiscal year. Raincoats and boots will be issued as part of uniform allowance.

29
TA
4-16-09 JG 4/16/09

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.

29
TA
4-16-09

[Handwritten signature]
4/16/09

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.

24
TA
4-16-09 Jg 4/16/09

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).

24
TH
4-16-09
Jg 4/16/09

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.

24
TA
4-16-09

JS
4/16/09

ARTICLE XX
SPECIAL PROVISIONS
DEPARTMENT OF PUBLIC WORKS

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: Responsibility for Equipment

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

Section 3: Uniforms

A. Five (5) sets of uniforms shall be issued to the following employees annually.

1. Division of Construction
2. Division of Roads
3. Equipment Maintenance

B. The issued uniforms shall be worn at all times during working hours.

Section 4: Telephones

Where a telephone is installed for departmental business it shall be accessible for personal emergencies.

Section 5: Extermination Services

All shops shall receive extermination services as needed.

Section 6: Physical Examination

Each employee in the Division of Sanitation/Solid Waste and those in the Division of Utilities also mechanics who do maintenance and repair of garbage trucks shall be given a free physical examination once a year, a free immunization against hepatitis of Heptavax B, two (2) times a year. Any employee who refuses to take this examination and immunization shall

29
TA
4-16-09 *[Signature]* 4/16/09

sign a statement acknowledging his or her refusal to take such and releasing the Department from any and all obligations, except that the employee assigned to work on the land fill shall receive free physical exam twice a year.

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

Section 7: Alternate Duties

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

Section 8:

Employees who are classified as Plumber and Plumber Foreman who are permanently assigned to the Division of Utilities (Waste Water) shall receive a salary differential of \$1,500.

Eg
TA
4-16-09 Jg 4/16/09

ARTICLE XX
SPECIAL PROVISIONS
DEPARTMENT OF JUSTICE

Section 1: Responsibility for Equipment

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

Section 2: Chain of Command

The Employer shall establish a chain of command to insure that all employees are aware of their immediate supervisors.

Section 3: Equipment and Supplies

The Employer shall provide Investigators with two-way communication systems and any other appropriate equipment and supplies to members of the bargaining unit.

Section 4: Staff Meetings

Staff meetings shall be held at least quarterly for the purpose of discussing improvements in the assignment and conduct of the work of the employees.

Section 5: Law Library

The Department will in its discretion maintain library materials it deems appropriate for the operations to include forensic science materials.

Section 6: Lounge/Cafeteria

The Employer shall attempt to provide adequate lunchroom facilities, including a refrigerator, for the convenience of the employees.

Section 7: Use of Facilities

The Employer agree that employees may utilize available physical facilities of the Employer for the purpose of meeting to discuss Union business, subject to the permission of the Attorney General, provided that such meeting will not interfere with the conduct of business of the Employer.

29
TA
4-16-09 JH 4/16/09

Section 8: Reassignment

An employee to be permanently reassigned from one functional unit to another shall be given at least five (5) working days notice by the Employer prior to the reassignment. In the event of any emergency, management reserves the right to reassign as necessary.

Section 9: Secretaries Work Assignments

Work assignments given to secretaries shall be fairly distributed.

Section 10: Training

The Department will make every effort to provide training opportunities for the Secretarial/Office Staff.

Section 11: First Aid Supplies

A first aid kit must be kept in each division of the Department.

84
TA
4-16-09 JG 4/16/09

ARTICLE XX
SPECIAL PROVISIONS
DEPARTMENT OF LABOR

Section 1:

The Employer shall provide a staff lounge with suitable furniture where applicable and subject to the availability of funds.

Section 2:

When there is a 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.

Eq
TR
4-16-09 JS 4/16/09

ARTICLE XX
SPECIAL PROVISIONS
WASTE MANAGEMENT AUTHORITY

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. Tools shall be signed out from the tool crib and upon return, signed in.

Section 2: Maintenance Employees' Basic Duties

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

Section 3: Responsibility for Equipment

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

Section 4: Uniforms

A. Five (5) sets of uniforms shall be issued to the following employees upon execution of this Agreement:

1. Division of Solid Waste, all employees except clerical personnel;
2. Division of Waste Water to include:
Waste Water Operators
Maintenance Personnel
Mechanics & Welders

B. Three (3) sets of coveralls shall be issued to the following employees upon execution of this Agreement:

1. Maintenance Mechanics
2. Welders
3. All employees outlined in "A"

24
TA
4-16-09
4/16/09

C. The issued uniforms shall be worn at all times during working hours and subject to replacement once per year by the Authority.

Section 5: Telephones

Where a telephone is installed for the Authority business, it shall be accessible for personal emergencies.

Section 6: Extermination Services

All facilities shall receive extermination services as needed.

Section 7: Physical Examination

Each employee in the Division of Solid Waste and Waste Water, along with the Mechanics who perform maintenance and repair of garbage trucks and waste water trucks, shall be given a free physical examination at minimum once a year, a free immunization against hepatitis of Heptavax A, B and C as required by their immunization record. Any employee who refuses to take the required physical examinations and immunizations shall sign a statement acknowledging his/her refusal to take such and indemnify and release the Authority from any and all obligations. Employees must be provided with the results of all tests taken relative to these exams.

Section 8: Holiday Schedule 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 time as requested by the employee in light of needs of the Authority to provide the services it is charged with. 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 9:

When possible, there shall be no less than two (2) Solid Waste Collectors assigned to work on a truck at any one time.

24
TA
4-16-09
4/16/09

Section 10: Alternate Duties

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

E4
TA
4-16-09

JS
4/16/09

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.

29
TA
4-16-09

4/16/09

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.

24
TA
4-16-09

4/16/09

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.

29
TA
4-16-09

JL 4/16/09

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.

28
TA
H-16-69 JF 4/16/69

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, 2005, and shall expire at midnight of the thirtieth (30) day of September, October 30, 2008.

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.

24
TA
4-16-09 JF 4/16/09

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2009.

**GOVERNMENT OF THE VIRGIN ISLANDS
UNION**

BY: _____

Karen M. Andrews
KAREN M. ANDREWS
Jessica Gallivan, Esq.
Chief Negotiator

DATED: _____

4/16/09

SEAFARERS INTERNATIONAL

Eugene Irish
EUGENE IRISH
Vice President

DATED: _____

4-16-09

APPROVED:

John P. de Jongh, Jr.
HONORABLE CHARLES W. TURNBULL, PH.D.
HONORABLE JOHN P. de JONGH, JR.
Governor of the Virgin Islands

DATE: _____

4-17-09

AGREEMENT

THIS AGREEMENT is hereby entered into on the date executed below by and between the Government of the Virgin Islands (hereinafter "Government") and the Our Virgin Islands Labor Union (hereinafter "OVILU").

WHEREAS, on October 1, 2009, the Public Employees Relations Board ("PERB") held an election in which the non-supervisory employees employed at the Government of the Virgin Islands **Department of Public Works** voted OVILU to be their exclusive bargaining representative for the purpose of collective bargaining;

WHEREAS, on October 2, 2009, the PERB held an election in which the non-supervisory employees employed at the Government of the Virgin Islands Department of Justice and Bureau of Corrections voted OVILU to be their exclusive bargaining representative for the purpose of collective bargaining;

WHEREAS, on October 16, 2009, the PERB certified OVILU as the exclusive bargaining representative for non-supervisory employees employed at the Department of Public Works (PERB-DC-09-03) and the Department of Justice (PERB-DC-09-02);

WHEREAS, the Government and OVILU are desirous of adopting the terms and provisions of the United Industrial Workers Union (Master) Agreement as the official collective bargaining agreement that will govern the terms and conditions of employment for the non-supervisory employees at the Department of Public Works, Department of Justice ~~and the Bureau of Corrections~~;

NOW THEREFORE, in the interest of fostering good labor-management relations, the parties hereby agree as follows:

1. The Government and OVILU agree and hereby adopt and incorporate the provisions of the collective bargaining agreement between the Government and the United Industrial Workers Union Master Agreement which had an effective date of October 1, 2005 and expiration of September 30, 2008, until such time that the parties negotiate a collective bargaining agreement. The parties further agree that the language provisions in the above-referenced agreement shall be extended on a day-to-day basis.
2. The parties agree that every reference to UIW, SIU, in Article IV and the remaining provisions of the contract, shall be replaced with OVILU for purposes of this Agreement.
3. The parties further agree that the first sentence of Article IV, Section 2 Union Dues shall read as follows:

"The employer agrees to the establishment and maintenance of a check-off procedure whereby the Employer shall make payroll deductions, bi-weekly, of regular periodic union dues and initiation fees, and payment in-lieu of

dues of an amount equal to 1.3% of the members hourly base rate of pay but not less than ten dollars (\$10.00)."

4. The parties agree that said deductions shall be transmitted to:

OUR VIRGIN ISLANDS LABOR UNION (OVILU)
P.O. Box 8624
Christiansted, VI 00823

5. The parties agree that nothing in this agreement shall be construed to mean that employees covered by the collective bargaining agreement shall be entitled to any additional movement on the associated pay plan beyond the September 30, 2008 expiration date during the life of this agreement.
6. That each party shall notify the other of its intent to cancel said Agreement by providing a 72-hour written notice mailed, return receipt requested, to the Office of Collective Bargaining and/or the Office of Our Virgin Islands Labor Union depending upon which party is being notified.

GOVERNMENT OF THE VIRGIN ISLANDS

Valdemar A. Hill, Jr. 12/21/09
Dr. Valdemar A. Hill, Jr. Date
Chief Negotiator

OUR VIRGIN ISLANDS LABOR UNION

Ricky Brown 12/21/09
Ricky Brown Date
President