

# **COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**THE REGISTERED NURSE LEADERSHIP UNION, INC.**

**And the**

**GOVERNMENT OF THE VIRGIN ISLANDS/  
DEPARTMENT OF HEALTH and  
ST. THOMAS/ST. JOHN AND ST. CROIX GOVERNMENT  
HOSPITAL FACILITIES BOARD OF TRUSTEES**



**EFFECTIVE DATE: October 1, 2016  
EXPIRATION DATE: September 30, 2020**

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OK 2/9/16

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## PREAMBLE

### Section 1:

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Government of the Virgin Islands Department of Health and the Schneider Regional Medical Center/St. Thomas and St. John and the Juan F. Luis Hospital and Medical Center, St. Croix Board of Directors (hereafter referred as the "Employer"), and The Registered Nurse Leadership Union (RNLU) (hereafter referred to as the ("Union")).

The Employer further recognizes the Union as the exclusive bargaining representative of all Registered Nurse Leaders defined as Clinical Care Coordinators, Administrative Care Coordinators, Head Nurses, Assistant Head Nurses, and Nurse Managers as provided for in PERB's Certificate of Representation, hereafter referred to as "Employee" employed by the Government of the Virgin Islands Department of Health and the Schneider Regional Medical Center/St. Thomas and St. John and the Juan F. Luis Hospital and Medical Center Board of Directors for the purpose of collective bargaining with respect to wages, rate of pay, hours of employment, other terms and conditions of employment.

### Section 2: WITNESSETH

The Employer and the Union desire to enter into a collective bargaining agreement with respect to wages, hours of work, fringe benefits, and other condition of employment.

The Government and the Union mutually agree as follows:

An agreement to ensure that all of the people of the United States Virgin Islands receive quality nursing care and safety to which they are entitled and to ensure sound and mutually beneficial industrial and economic relationships between the parties here to, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings and grievance. The term "Employee" as used in this Agreement applies to all Nurse Leaders as previously defined, employed by the Government of the Virgin Islands, Department of Health and the Schneider Regional Medical Center St. Thomas/St. John and the Juan F. Luis Hospital and Medical Center Board of Directors, for the purpose of collective bargaining with respect to salaries, rates of pay, hours of employment, other terms and conditions during the life of this Agreement of employment. All references to "Employee," "his" or "her" in this Agreement are intended to refer to both male and female Employees and shall be so construed.

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The Employer and Union recognize their common interests beyond their collective bargaining relationship. As partners they will strive together, to provide the highest quality of services, professionalism, nursing care and safety practices.

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**ARTICLE I**  
**RECOGNITION**

Section 1: The Employer recognizes the Union having been designated the exclusive Collective Bargaining Representative of all Registered Nurse Leaders as previously defined, classified in Leadership positions as Employees of the Government of the Virgin Islands defined in this Agreement. The Union makes this Agreement in the capacity as the exclusive Collective Bargaining Representative of the Employees.

Section 2: The Employer agrees to notify the Union of the hiring of a new supervisory level nurse covered by the RNLU, forwarding to the Union a fully processed copy of the notification of personnel action (NOPA) within twenty (20) working days of the employees' hire date.

**ARTICLE II**  
**DEFINITIONS**

1. The Registered Nurse Leadership Union, Inc. ("RNLU") - consists of employees hired as Assistant Head Nurses (AHN), Head Nurses (HN)/ Nurse Manager Administrative Care Coordinators (ACC)/ Clinical Care Coordinators (CCC).
2. "Employee" shall mean a person who is in the bargaining unit and who meets the definition of an Employee as defined in the Public Employees Relations Board ("PERB"); Certificate of Representation.

For the purpose of this collective bargaining agreement, Employees shall be subdivided into the following categories:

- A. "Full-time Employee" – An Employee who normally works on a scheduled basis on the number of hours provided for in this collective bargaining agreement and hired for an indeterminate period by the Employer.
  - B. "Part-time Employee" – An Employee who normally works on a scheduled basis for a lesser number of hours than provided for in this Collective Bargaining Agreement but not more than thirty-two (32) hours per week, and is hired for an indeterminate period by the Employer.
  - C. "Per Diem Staff"- Staff member who work on an as needed basis that does not exceed thirty (30) hours per week unless provided by law.
  - D. "Temporary Employee"- An Employee who is employed to fill a temporary vacancy.
  - E. "Union Representative"- means an Employee under this Collective Bargaining Agreement appointed, contracted, or elected by the Union. The union representative may be a nonmember to represent the Employee in presenting complaints or grievances to the Employer.
3. "Lay-off"- The separation of an Employee from her position for economic reasons.
  4. "Emergency"- means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

5. "Chief Negotiator"- means an individual who can be appointed or contracted. The chief negotiator may be a nonmember to represent the Employee in presenting complaints or grievances to the Employer.
6. "Promotion"- means an appointment of an Employee from one classification to higher classification for which the Employee is paid a higher compensation.
7. "Seniority"- is defined as a nurse's length of continuous service since the first date he/she started to work for the Employer as a registered nurse except as determined by the Virgin Islands Code or as otherwise provided herein. Computation of seniority will be determined on the basis of months and fraction of months, the understanding that months for the purpose of this Agreement, when used in determining a fraction, will be taken as thirty (30) days in length and each part or partial day taken as a whole day. If more than one nurse started to work on the same date, the performance evaluation will be the deciding factor as to where the nurse is placed on the seniority list.
8. "Union" shall mean The Registered Nurse Leadership Union.
9. "Work Schedule" means a written statement setting forth the days and hours upon which the Employee is normally required to work and the days upon which the Employee is normally scheduled to be off work.

Throughout this Collective Bargaining Agreement words importing the masculine or feminine gender shall apply interchangeably.

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**ARTICLE III**  
**RIGHTS OF THE EMPLOYER**

**Section 1:**

All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer. These rights include but not limited to the following:

- A. Directing and supervising the Employee of this unit;
- B. Determining qualifications and standards for licensure as prescribed by the Board of Nurse Licensure;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging the Employee;
- 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 terms of this Agreement is reserved to the Employer.

**Section 2:**

- A. Employer shall have the right, in its discretion, to adopt, amend, or revise any job description or classification, and if revoking any job description may, when possible, provide thirty (30) days prior written notice to the Union, and all affected parties of the change.
- B. In the event of an amendment or revision of a job description, the compensation of the incumbent shall not be reduced.
- C. In the event any Employer under this CBA has to restructure units or divisions and multiple positions have to be abolished, Employer will make a good faith effort to place Employee into another nursing leadership position. In any event, the Employee shall maintain his/her seniority.

**Section 3:**

The Employer reserves the right to establish and enforce reasonable rules and regulations governing responsibilities of the Employee, upon not less than fifteen (15) days written notice to the Union, and the application of such rules, regulations, and amendments shall not be discriminatory or inconsistent with this Agreement.

**Section 4:**

Any practice or custom followed as matter of departmental policy and which is in existence as of the date of the execution of this Agreement shall continue during the term of this Agreement, unless changed by the Employer. When such changes are made, the Union shall be notified thirty (30) days in advance of its implementation.

**Section 5:**

- A. The Employer may not dismiss, suspend, demote, reprimand or discipline the Employee without just cause.
- B. The Employee transferred inter-island, shall be given two (2) weeks written notice, to include reason for transfer. An Employee has no obligation to accept an offer of transfer to another island and shall suffer no loss of seniority or other benefits by refusing same.

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**ARTICLE IV**  
**NON-DISCRIMINATION**

**Section 1**

- A. The Employer is committed to providing a work environment that is free from harassment. Harassment based upon individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. No person will be adversely affected in employment with the Employer as a result of bringing complaints of unlawful harassment.
- B. The Employer shall post in conspicuous places, available to the Employee and applicants for employment, notices with respect to the non-discrimination policies of the Employer.
- C. The representatives of the Union and the Employer in all steps of the complaints and grievance procedure and in all dealings between the parties shall comply with this provision.

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**ARTICLE V**  
**UNION SECURITY**

**Section 1:**

The Employer recognizes the rights of any nurse leader to become a member of the Union, and will not encourage, discourage, discriminate or in any way interfere with the right of any such nurse to become and remain a member of the Union in good standing.

**Section 2:**

The Employer agrees to the establishment and maintenance of a check-off procedure, whereby the Employer, if applicable through Department of Finance, shall make bi-weekly payroll deductions of regular periodic Union dues. These deductions shall be based on an Employee's written authorization to do so, submitted by the Employer and/or the Union. Deductions shall commence as of the date of such written authorization. The Employer shall transmit through the Department of Finance, if applicable all such deducted by check, bi-weekly, to the Union.

**Section 3:**

An Employee who is not a member of the Union at the time this Agreement becomes effective shall pay to the Union within forty-five (45) days following the effective date of this Agreement or within forty-five (45) days following the date of hire, whichever is later, a payment-in-lieu of dues which shall be an amount equal to the cost to the Union for representation purposes proportioned among the members of the Union or an amount equal to the dues of an Employee, whichever is less. A payroll deduction of the payment-in-lieu of dues may be authorized by the Employee who is not a member of the Union. If the nurse fails to make a payment-in-lieu of dues in accordance with PERB Rules and Regulations 373.4, the Employer / Union will be responsible for taking appropriate action in accordance with PERB Rules and Regulations 373.33. Per Diem, part time and temporary Employees are not exempt from making payment in lieu of dues.

**Section 4:**

The Employer agrees to notify the Union, in writing, every six (6) months, the name, date of employment, termination of change in classification of all nurses in positions covered by this Agreement, newly employed and terminated within the previous six (6) months.

**Section 5:**

The Union shall notify the Employer in writing of the failure of any Employee to remain a member in good standing in violation of this Article. Membership in good standing shall mean the timely payment of union dues. No request for termination shall be made by the Union until at least thirty (30) days after the sending of the notice.

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## **ARTICLE VI** **UNION ACTIVITIES**

### **Section 1: Representation Generally**

Employer recognizes and agrees to communicate with the duly certified representative(s) of Union as identified by Union in all matters covered by this Agreement, with the understanding that election/selection of Union Representative shall be the exclusive responsibility of Union

### **Section 2: Appearance at Grievances/Arbitration**

The Union representative, shall be allowed to participate in grievance and/or disciplinary hearings, provided that no more than one (1) individual shall be granted leave, to participate in any such proceeding at any one time, and no more than two (2) individuals to participate in arbitration hearings at any one time.

### **Section 3: Appearance at Contract Negotiations**

Up to two (2) duly elected employee representatives per Employer shall be permitted the necessary time off from work, without loss of pay, to carry on their duly elected duties for contract negotiations purposes. No more than two (2) duly elected employee/representative shall, at the discretion of employer be granted leave without loss of pay to fulfill the duties of Employee's elected position. Notification from Employee and Union shall be given to Employer within a reasonable period of time, not less than two (2) weeks when seeking time off to pursue elected duties. Employer shall make every effort to accommodate the request, and may so approve at its discretion with less than two (2) weeks notice provided that patient care is not comprised.

### **Section 4: Bulletin Boards**

The Union shall have the right with approval from management to use designated hospital or agency bulletin boards to announce meetings, local, regional, state, or national and to otherwise inform its members of matters of professional interest and contract administration. The bulletin board will be used strictly for Union and government information.

**Section 5: Conference Space**

The union may, upon request and availability, use rooms at the hospital and /or agency for its meetings. Requests for use of meeting rooms shall be made in advance utilizing the Employer's room scheduling procedure.

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**ARTICLE VII**  
**ORIENTATION AND PERFORMANCE EVALUATION**

**Section 1: ORIENTATION**

- A. The Employer will develop, implement and maintain a written structured orientation plan for all Employees. The SPPC may be actively involved in the process. Trained preceptors may, when possible, assist in the orientation of newly hired nurses per institutional policies.
- B. It is understood that Employee in the ordinary course of their responsibilities will be expected to participate in the orientation process.

**Section 2:**

- A. All Employees in a new leadership position shall participate in an orientation program prescribed by the Employer, which may include classroom time with leadership training, clinical preceptorship, field and unit orientation as established by the Employer. Leadership training may include but not be limited to:
  - 1. How to create effective schedules and reports
  - 2. Conflict Resolution
  - 3. Effective Communication
  - 4. Leadership Principles and Styles
  - 5. HR Policies and Procedures
  - 6. How to work with difficult people
  - 7. Mentoring and Coaching
  - 8. Cultural Sensitivity
  - 9. Applicable internal and external contracts
- B. The Employee receiving orientation shall be paid at the Employee's hourly rate. A record of the orientation period and topics covered shall be signed by the Preceptor/In-service Education and the Employee and placed in the Employee's personnel file.
- C. All Employees in a new leadership position transferred/reassigned to another unit/work site within each agency shall participate in a planned orientation program tailored to meet individual needs.



D. Documented competency or experience in specialty areas in lieu of training may be substituted as determined by Nursing Administration or designee.

**Section 3:**

- A. The Employer shall provide in writing within five (5) working days to an Employee in a new leadership position:
1. A job specification and description.
  2. A copy of the current Collective Bargaining Agreement (CBA).
  3. Employee handbook of the Department of Health/Hospital.
  4. A copy of the NOPA
  5. Health/Life Insurance Application
- B. The Union will participate in orientation and provide information where a copy of the CBA can be accessed.

**Section 4: PERFORMANCE EVALUATION**

- A. All Employees in a new leadership position must be evaluated at three (3) months, six (6) months and annually, by the immediate supervisor. A formal written performance evaluation including evaluation of competence, in accordance with the policies and procedures of the institution. The evaluation form shall be signed by the Employee and by the Supervisor.
- B. The evaluation shall be discussed during a session between the Employee and the immediate supervisor, and at the option of the Employee, the Union representative. Total confidentiality of the evaluation will be maintained.
- C. It is the Human Resource/Management function to maintain the Employees' competency records. The Employee may offer advice and recommendations in the adoption and application of guidelines for evaluation provided that sole responsibility for the determination of Employee performance and/or competency is left up to the prerogative of the Employer. The evaluation may be used by the Employer at its discretion in determining the professional skill of the Employee for purposes of promotion. Evaluations may be grieved by the Employee as per Article XXV.

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- D. The Employee shall be allowed to discuss, review, and respond, in writing, to any addition to the Employee's personnel file at any time during office hours. Any such written response shall be kept as part of the Employee's personnel file.
- E. Nothing in an Employee's personnel file of a derogatory nature will be used for the purpose of disciplinary action, promotion, or other change in the Employee's job status if it is older than two (2) years from the date of the document, unless the later infraction is the same conduct. The Employer shall place information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic or professional nature, including any such material received from outside, competent responsible sources, in the Employee's personnel file.
- F. No material derogatory to an Employee's conduct, service, character or personality shall be placed in the Employee's personnel file unless the Employee has had an opportunity to read the material. The Employee shall acknowledge the material as having been read by affixing his/her signature and date on the actual copy to be filed. This signature merely signifies that the Employee has read the material to be filed and does not necessarily indicate agreement with its content. The Employee has a right to write a rebuttal to whatever derogatory material is placed in the Employee's personnel file, and the rebuttal shall be placed in the Employee's personnel file.
- G. Upon written authorization by the Employee, the Union representative shall examine the Employee's record upon presentation of such authorization in the presence of an authorized HR employee.

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**ARTICLE VIII**  
**HEALTH AND SAFETY**

**Section 1:**

A. The Union shall encourage its membership to follow the rules and regulations of the Employer that comply with federal, state and local laws. The Employer, the Union, and the individual nurse shall cooperate in encouraging the maintenance of a safe and healthy workplace. The Employer shall comply with the most recently adopted standards and guidelines of CDC (Center for Disease Control), OSHA (Occupational Safety and Health Administration) and NIOSH (National Institute of Occupational Safety and Health) other regulatory agency initiatives (i.e. needleless systems, banning of mercury use in equipment, blood borne pathogens, and toxic substances exposure). The Employer shall make every effort to provide all necessary staffing, equipment and supplies for the performance of nursing duties and to meet reasonable standards of nursing practice to safeguard patient care and patient safety.

B. The Employer will observe all applicable federal and local health and safety laws and regulations and the Hazards Communication Standards including, monitoring record keeping and training on the use of proper work methods and protective equipment required to perform hazardous duties

C. The parties agree that it is desirable to move toward the reduction of latex use in the workplace and to the provision and expansion of the needleless systems as federally mandated. The parties further agree to share information concerning availability and sources of products, safety statistics, cost data and experiences of other facilities.

**Section 2: Employee Health Program**

Employee agrees to cooperate with Employer as requested, to submit to an annual employee health program if applicable, and Employee will provide proof of medical clearance and immunization as required. All employees shall be held accountable for compliance with the annual health screening, as requested by Employer, in accordance with all current regulatory guidelines.

### **Section 3: Immunizations**

The Employer shall provide to all Employees appropriate immunizations as per regulatory agencies recommendations on the following:

- a. PPD and flu shots;
- b. Hepatitis B screening and booster;
- c. Tetanus, diphtheria and pertussis (Tdap);
- d. Pneumonia;
- e. Post exposure titers with the follow-up testing and treatments.

The Employer shall pay all costs associated with the administration of the immunizations which the nurse's health insurance does not cover.

If a nurse declines vaccinations, a waiver must be signed and placed in the nurse's health file. Employee shall provide proof of immunization upon request of Employer.

### **Section 4:**

Employer, through its Health Services, will assist in referrals for necessary treatment, provided that Employer shall not be required to pay for any treatment.

### **Section 5:**

An Employee who wishes to have the annual examination performed by a personal physician will be allowed to do so, at the Employee's own expense, provided that a complete copy of the health record is made available to the Employer for the personnel health files.

### **Section 6:**

Health records shall be retained by Employers for all Employees, as needed.

### **Section 7:**

Compensation for job related illness and/or disease shall be made through Worker's Compensation Insurance Program.

### **Section 8: Security**

- A. The Employer agrees to provide designated, well-lighted parking areas for the nurses. Upon availability, a security officer will be provided to escort the nurse to his/her car.
- B. The Employer agrees to provide security surveillance in all public access areas and will properly control visitor access especially by limiting passage beyond the first floor at night.

**Section 9. Assignment Despite Objection (ADO)**

- A. When an Employee is floated and/or assigned to a Unit where Employee received an assignment that Employee believes is inappropriate or inadequate for providing quality patient care, Employee shall submit a completed Assignment Despite Objection (ADO) Form to the Supervisor. Employee shall submit a copy of the ADO Form to the Head of Nursing Administration, or Designee and a Representative of the Union within three (3) days of the assignment. (See Form in Appendix).
- B. The ADO Form should be smutted by Employee to the highest level of nursing within the organization. Upon receiving the ADO form a formal meeting shall be arranged to resolve the issue between Employer and Employee.
- C. If the problem remains unresolved, the ADO form shall be submitted to the Union for review. The Union will then determine if the assignment violated the CBA, the organizational policy, and/or the Employee's level of competency. The Union will then submit in writing, a request for a meeting or grievance if deemed necessary, after review of all documentation.
- D. The Employee who raised the assignment concerns should be free from restraint, interference, discrimination, or reprisal.

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*OK 12/19/16*

**ARTICLE IX**  
**SUPERVISORY PROFESSIONAL PRACTICE COMMITTEE**

**Section 1: Establishment of SPPC**

Each District of EMPLOYEE (District 1 – St. Croix and District 11-St. Thomas/St. John) in collaboration with the Employer will implement a Supervisory Professional Practice Committee ("SPPC"). This committee will provide a forum for dialogue to address clinical practice and nursing issues and to foster relationships of trust and respect. The SPPC shall be established within one hundred eighty (180) days of implementation of this contract.

**District 1-St. Croix**

Nursing Administrator – JFLH

Nursing Administrator – DOH

1 Nurse Leader – JFLH

1 Nurse Leader – DOH

**District 11 – St. Thomas/St. John**

Nursing Administrator – SRMC

Nursing Administrator – DOH

1 Nurse Leader - SRMC

1 Nurse Leader – DOH

The SPPC will be Co-Chaired by a Nurse Leader and/or Nurse Administrator. Each district SPPC will meet three (3) times per year. One (1) time per year, the two (2) districts' SPPC committees will meet jointly in a group session or by audio and/or video conference. Each district SPPC will exchange the minutes of their respective meetings to all committee members.



**ARTICLE X**  
**TECHNOLOGICAL CHANGE**

- A. Technological change means the introduction of equipment or material of a different nature or kind than that previously used by the Employers, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.
- B. When the Employer is considering the introduction of technological change which substantially changes the duties performed by the Employee in the Union the Employer agrees to notify the Union in within thirty (30) days in advance of such intention.
- C. If as a result of a change in technology the Employer requires an Employee to undertake additional training, the training will be provided to the Employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Employers' expense without loss of pay to the Employee.

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**ARTICLE XI**  
**IN-SERVICE EDUCATION**

**Section 1:**

Employees are required to attend all mandatory in-service education except in the following cases:

- A. Personal illness
- B. Illness or death of members of immediate family
- C. Annual Leave or other legitimate reasons for absence which had been mutually agreed upon between the Employer and the Employee.

The Employer shall provide in-service education offerings per annum related to each Employee's scope of practice. If clinical training is needed, the Employer may make available in-service education on different shifts and at different times including weekends.

**Section 2:**

When an Employee is on duty and attends in-service programs, the Employee's time shall be computed as straight time. When an Employee is off duty and attends mandatory in-service programs and administrative meetings, the Employee shall be compensated at time and one half, an Employee may request compensatory time in-lieu of pay. The Employer shall provide full monetary compensation for mandatory in-service training performed on or off site and inclusive of on-line training.

**Section 3:**

The In-Service Education Program shall maintain an attendance record of each in-service provided. The Employer is responsible for maintaining a current Contact Hours Provider number to insure that educational offerings are eligible for Contact Hours. The Employer will make every effort to provide contact hours at minimal or no cost to the Employee. The Employer will also exert every effort to provide a minimum of fifteen (15) contact hours every two (2) years.

**Section 4:**

The Employer, subject to available funds, at no cost to the Employee, shall provide Basic Life Support (BLS) certification classes following the American Heart Association (AHA) or American Red Cross guidelines.

**Section 5:**

The Employer shall make every effort to post In-Service Education Programs at each work site with the date, time and subject matter fifteen (15) days prior, in advance of offering.

**Section 6:**

The Employer shall provide annual Disaster Preparation/Response training for all Employees.

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**ARTICLE XII**  
**CONTINUING EDUCATION PROGRAM**

**Section 1: Establishment of Programs**

Healthcare delivery system is ever changing. As a result, continuing education and professional development for Employees is necessary in order to maintain, improve and enhance professional growth and competency; which will improve the quality of patient care and patient safety. The responsibility for the continuing education shall be mutually agreed between the Employee and the Employer.

**Section 2: Professional Development**

Subject to the availability of funding, the Employer will dedicate funding for the professional development of the Employee. The following professional development programs are as follows:

- A. Certification
- B. Diploma/Associates Degree to Bachelor's Degree
- C. Bachelor's Degree to Master's Degree
- D. Master's Degree to Doctorate

The Employers shall establish an on-site Nursing library/computer lab to facilitate access for the Employees, subject to the availability of space and funding.

**Section 3: Specialty Training**

Based on the availability of funds and approval from Administration, the Employer shall afford the nurse leader the opportunity provide all funding for the Employee to attend off island conferences/seminars in their specialty training.

**Section 4: Attendance Recording**

There shall be attendance records maintained by the Employer of each continuing education program. Copies of attendance records shall be maintained in accordance with agency policy.

## RNLU Salary Table

### BASE SALARY \*

Years Of Experience As A Registered Nurse	Assistant Head Nurse	Head Nurse	Administrative Care Coordinator	Clinical Care Coordinator
1 – 7	\$65,000	\$ 67,500	\$68,000	\$ 73,500
8 -14	\$67,500	\$70,500	\$71,000	\$75,500
15 +	\$70,000	\$ 72,500	\$73,000	\$ 78,000

### Educational Differential

BSN/BA/BS in Nursing or Related Healthcare Field	\$2,000
MSN/MA/MS in Nursing or Related Healthcare Field	\$3,000
PhD in Nursing or Related Healthcare Field	\$4,000

### Certification Differential

Nurse Mid Wife / Nurse Practitioners/APRN	\$17,500 – SRMC and JFL \$15,000 – DOH
Nationally Recognized Specialty Certification (ANCC)	\$1,500

### Longevity

2+ Years with the Organization	\$400.00
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\*Educational differential, certification differentials and longevity to be added to base salary

Current JFLMC employees will be gold starred. The above pay scale will apply to current DOH and SRMC nurses and to all new JFLMC nurses

**ARTICLE XIII**  
**INSURANCE**

**Section 1:     Donated Leave**

Title 3, subchapter VI subsection 583b: Any Employee of the Government of the Virgin Islands, including Employees of the Legislature, the Superior Court, the University of the Virgin Islands, and all independent or semi-autonomous agencies and instrumentalities of the Government of the Virgin Islands, shall be eligible to receive donated sick or annual leave if the Employee:

- A. Has completed at least one year of continuous employment with the Government of the Virgin Islands;
- B. Is suffering from a health condition including maternity or injury or when the Employee is the primary care giver of a seriously ill spouse, child, parent or any individual who is the legal dependent of the Employee which is expected to require a prolonged absence from work by the Employee; and
- C. Has exhausted all accrued sick, annual and administrative leave and compensatory time off while absent on approved sick leave.

**Section 2:     Insurance**

Health insurance shall be provided to all Employees as set forth in Title 3, Virgin Islands Code, Section 631-640.



**ARTICLE XIV**  
**LEAVE**

**Section 1: Annual Leave**

Annual Leave shall be granted as set forth in Title 3, Virgin Islands Code, Sections 582, 587, 588 and 589.

**Section 2: Sick Leave**

Sick leave shall be granted as set forth in Title 3, Virgin Islands Code, Section 583 and 584.

**Section 3: Jury Service**

Leave for Jury Service shall be granted as set forth in Title 3, Virgin Islands Code, Section 586.

**Section 4: Bereavement**

Employer shall authorize bereavement leave up to four (4) days for a death in an Employee's immediate family. This leave may be taken from date of death up to one (1) week following the burial or at the discretion of Employer. If the circumstances necessitate the need for additional time off, Employee may use sick and/or annual leave. In cases necessitating travel outside of the Territory, additional bereavement may be granted by Management at its discretion. Immediate family is defined as son, daughter, spouse, parents, mother-in-law, father-in-law, grandparents, grandchildren, children, sisters, sister-in-law, brothers, brother-in-law, step father, step mother, step children, step siblings and legal dependents residing with Employee. Proof of relationship with Employee may be requested by Employer.

**Section 5: Military Leave**

Leave for Reserve Military Service shall be granted as set forth in Title 3, Virgin Islands Code, Section 590 and Title 23, Section 1524.

**Section 6: Maternity/Paternity Leave**

- A. After pregnancy is confirmed, an Employee must provide to the employer a medical certificate indicating (1) the date of 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 her unborn child. At such time as

the Employee desires to go on leave, she shall (except in cases of emergency) apply for said leave not less than two (2) payroll periods prior to the date shown on the latest medical certificate to be the date past which 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 his/her maternity/paternity leave to sick leave. Where he/she has exhausted all sick leave to which he/she might be entitled, the Employee may charge his/her maternity/paternity leave to annual leave and thereafter to leave without pay.
- C. An Employee on sick or annual leave pursuant to this Article shall continue to accrue annual leave, sick leave and seniority. An Employee on leave without pay pursuant to this Article shall not accrue leave, sick leave or seniority.

**Section 7: Family Medical Leave Act**

Any covered Employee, upon presentation of a physician's certificate confirming an injury or illness and the need for additional care of a spouse, child, newborn, parent newly adopted child, or legal ward, shall be granted up to 12 weeks per calendar year the use of his or her annual leave or unpaid leave. Upon proof of extenuating circumstances, the Employer may extend the leave time. All Employees shall be allowed to take Family and Medical Leave in accordance with the Family and Medical Leave Act of 1993, Public Law (P.L.) 103-3; or any applicable VI Law or Policy pertaining to Family Medical Leave.

**Section 8: Leave of Absence**

- A. Employee, for good cause, shall be granted leave of absence without pay, without loss of seniority or other employment benefits, provided that such leave of absence does not unduly disrupt the operation of the Employer.
- B. Such leave of absence shall be for a limited time, not to exceed thirty (30) days, unless such period is extended at the request of the Employee and with the agreement of the Employer not to exceed one (1) year.
- C. Only Employees who provide advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) work days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this

purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

**Section 9: Personal Leave**

Any Employee who does not use sick leave for a period of one year from the last sick date shall be entitled to and granted three (3) personal leave days, if scheduling permits. The three (3) days may be taken at the discretion of the Employee, subject to the approval of the Department. These three (3) days cannot be accumulated from year to year.

Employee shall be granted one (1) paid leave day to celebrate Employee's birthday, which can be taken on a scheduled work day if Employee's birthday falls on a Holiday or weekend. This day shall be taken within thirty (30) days of his/her birthday as approval by Employer.

**Section 10: Donated Leave**

Donated Leave shall be granted as set forth in Title 3, subchapter VI subsection 583b.

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**ARTICLE XV**  
**EDUCATIONAL LEAVE**

**Section 1:**

After three (3) years of continuous employment an Employee may be granted a leave of absence without pay for a period not in excess of one (1) year for study purposes, without loss of accrued benefits. Employees may re-apply for an additional year for approval at the discretion of the Employer. The Employee must submit transcript with evidence of successful maintenance of a 3.0 or better GPA from an accredited institution.

**Section 2:**

After five (5) years of continuous employment with the Employer, leave for a period of not in excess of one (1) year with full pay may be granted for educational study in an approved program subject to funding and the provisions of the Virgin Islands Code, Title 3, Chapter 25, Subchapter XI Section 677 (Appendix), and approved by the Governor. The Employee must submit transcript(s) with evidence of successful maintenance of a GPA of 3.0 during the course of study.

Request for study leave shall be submitted by the applicant after receipt of notification of acceptance from a University/School/College. The Employer shall respond within ten (10) working days of receipt of the Employee's request for paid study leave. All denials must be written and include an explanation and reason for the denial.

Request for study leave pursuant to Sections one (1) and two (2) herein shall be submitted a minimum of three (3) months prior to the start of the program.

**Section 3:**

Employee granted educational leave without pay shall be placed on an inactive list provided by each Employer, and the respective Employer may fill the position with another Employee who shall be apprised of the temporary nature of the position being filled.

**Section 4:**

Employer shall make every effort to secure a position for the Employee who went on educational leave as per this Article, and such position should be commensurate with the advanced education received, providing evidence of successful completion is presented.

**Section 5:**

Employee shall enter into an agreement with Employer to render service for at least two (2) years following the conclusion of the first year of study leave with pay, secured by an executed judgment note conditioned that it shall be void upon fulfillment of the obligation to render such service.

**Section 6:**

It is the responsibility of the Employee to notify the Employer at least sixty (60) days in advance of return from education leave of the expected date of return to work.

**Section 7:**

The Employer shall have sixty (60) days from the date of termination of educational leave in which to reinstate said Employee.

**Section 8:**

Upon the recommendation of the Nursing Administration or authorized Designee and approval by the Commissioner/CEO, an Employee shall be granted educational leave for specific studies provided these studies are towards advanced degrees at an accredited institution. Upon successful completion of a program of study in the field of nursing or pertinent thereto, Employee may submit a request for tuition reimbursement and upon availability of funds, Employer may reimburse Employee the cost of tuition fees, and provided further, that such reimbursement shall be conditioned on terms of future employment mutually agreed upon by Employer/Employee.

If an Employee who has been on educational leave, withdraws from the educational program, Employee is expected to report the action/withdrawal within two (2) weeks of withdrawal. Employer and Employee would then negotiate a return to work date.

Failure to report within two (2) weeks may result in disciplinary action against Employee up to and including the termination of employment.

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**Section 9:**

An application for a short term (up to twelve (12) weeks) educational program may be approved by Employer for up to one hundred percent (100%) reimbursement, not to exceed three thousand five hundred dollars (\$3,500.00) per year at the discretion of Employer and subject to the availability of funds, provided that the short term course/training is not offered by Employer, and pursued at an accredited institution.

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**ARTICLE XVI**  
**HOLIDAY**

**Section 1:**    **Paid Holidays**

All days specifically designated in Title 3, Virgin Islands Code, Section 171, 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.

**ARTICLE XVII**  
**SCHEDULE/HOURS OF WORK**

**Section 1:**

The Employer shall post a monthly/quarterly work schedule, subject to changes, in an appropriate place at least two (2) weeks in advance of the time period covered. For the purpose of scheduling, the following shall act as a guideline for the Employer and Union.

**Section 2:**

Employee may be scheduled to work up to two (2) different shifts in any one week, and will have a minimum of 24 hours between change of shifts and 12 hour intervals between each tour of duty.

**Section 3:**

Any and all requests by the Employee for special consideration must be submitted, in writing, to the Nursing Administration at least two (2) weeks in advance of the time that the special consideration is sought.

**Section 4:**

When applicable the Employee shall be scheduled alternate weekends off. Weekend for this purpose is defined as Saturday and Sunday. When the Employee is scheduled/assigned to work two (2) consecutive weekends, the second weekend shall be paid at time and  $\frac{1}{2}$ . When Employees are scheduled/assigned to work two (2) consecutive weekends, and if the second weekend is split the Employee shall be paid at time and  $\frac{1}{2}$ . This does not apply to Employees requesting to work every weekend.

**Section 5:**

The schedule may be changed after posting by the Employer in case of emergency. The affected Employee shall be notified as soon as possible of any such changes and the reason therefore.



**Section 6: Hours of Work**

- A. The normal workday shall consist of eight (8) hours of work. The normal work week shall consist of five (5) work days. In all cases a pay period shall consist of 80 hours. Pay at the rate of one and one half times basic hourly wage rate shall be paid for all work performed in excess eighty (80) hours in a pay period.
- B. Employee at the discretion of Employer may choose to work his/her forty (40) hours per week or eighty (80) hours per pay period in the following ways:
1. Eight hours scheduling Employee may elect to work ten (10) eight hour shifts per pay period. The Employee shall work alternate weekends; and will receive holiday pay for holidays worked or holiday time off, other than when a holiday falls on a Sunday. Holiday time off shall be counted as eight (8) hours only. An Employee working consecutive weekends shall be compensated at the rate of time and ½.
  2. Ten-hour scheduling - Employee may elect to work four (4) ten hour shifts per week or eight (8) ten-hour shifts per pay period.
  3. Twelve-hour scheduling - Employee may elect to work six (6) twelve-hour shifts and one (1) eight-hour shift per pay period; or any other combination of hours equaling eighty (80) hours per pay period which has been mutually agreed upon by staff and management.

When the Employees' options do not meet patient/client care need, the Head of Nursing Administration will determine ultimate scheduling.

**Section 7:**

Pay for work performance on a holiday, other than a Sunday holiday, shall be paid at the rate of two (2) times the basic hourly rate. If Employee's day off falls on a holiday, the Employee shall not be entitled to a day off.

**Section 8:**

Any DOH Employee assigned to work any amount of time in a disaster/hurricane shelter must be paid at the rate of one and one-half (1½) the Employee's salary (or double time on holidays) if the working hours exceed the normal shift of forty (40) hour week. This time covered shall be actual arrival time to work station to actual departure from work station. Employee may be placed in an on call status and receive on call pay until arrival at the disaster/hurricane shelter.

The Employee shall not lose any compensation with respect to their scheduled shift as a result of any delays associated with the Employer provided transportation.

**Section 9:**

"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 where he or she can be reached.

**A. On-Call**

1. On-call compensation shall be at the rate of \$4.25 per hour.
2. On-call availability pay is not applicable during the period of time that an Employee is actually on duty.

**B. Call Back**

1. When called back to work, compensation shall be at the rate of time and one half (1/2) the hourly wage and double the hourly wage on holiday.
2. A fifteen percent (15%) differential shall be paid for call back to work on the evening shift and on night shift.
3. An Employee that is called back in excess of eight (8) consecutive hours within a twenty-four (24) hour on-call period shall be entitled to a minimum of eight (8) hours off duty before returning to work.
4. Personnel shall be compensated for a minimum of four (4) hours overtime for each call-back.

**Section 10: Low Census Procedure**

Low census is defined as a decline in patient care volume or patient care Requirements.

- A. Employer shall notify Employee at least two (2) hours before the start of any shift not to report to duty. In those instances, the affected Employee shall receive two (2) hours of inconvenience pay at the nurse's regular rate of pay.
- B. Employer shall reschedule and/or reassign Employee to ensure that the eighty (80) hour work period is fulfilled.
- C. Employer and Employee may mutually agree for Employee to use annual leave to fulfill the eighty (80) hour period, if deemed necessary.

D. If the nurse(s) report to work and management determines that the census is low, Employee shall be given the following options:

1. If less than two (2) hours worked, receive four (4) hours inconvenience pay;
2. If four (4) hours or more are worked, received six (6) hours inconvenience pay; and
3. If six (6) hours are worked, received eight (8) hours of inconvenience pay.

In those instances where there is low census, the following shall be adhered to;

\* Agency Nurses will be floated first, when possible, to care units where nurses are competent; or,

- Re-scheduled within the same cycle pay period to meet an 80 hour pay period threshold for an FTE; or,
- Use of annual leave hours or compensatory time when indicated; or
- No sick time can be used to make up the difference between actual work hours and 80 hours per pay period.

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**ARTICLE XVIII**  
**INTER-ISLAND/OFF-ISLAND**

The Employee assigned to work inter and/or off island beyond 12 hours, at the request of the Employer, will be provided with housing, transportation, and meals by the Employer. The Employee will be compensated time and in excess of assigned shift.

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**ARTICLE XIX**  
**DUTY CONNECTED DISABILITY**

**Section 1:**     **Duty Connected Disability**

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

**Section 2:**     **Miscellaneous Benefits of the VI Code**

Other benefits shall be as set forth in Title 3, Virgin Islands Code, Sections 641-645.

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OK 12/9/16*

**ARTICLE XX**  
**NON-NURSING DUTIES**

An Employee shall not perform auxiliary non-nursing duties except as needed to ensure the delivery of safe patient care. Appropriate and sufficient support services shall be available to allow Employees to meet the nursing care needs of patients and the patient's significant others. Employee in PHPP may be required to draw blood samples.

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**ARTICLE XXI**  
**SENIORITY**

**Section 1:**

Regular full time nurses working forty (40) hours per week or its equivalent shall accumulate seniority. Full time nurses who become part-time nurses without interruption of service may maintain seniority if they work twenty (20) hours a week or eighty (80) hours in a month.

**Section 2:**

Seniority is defined as an Employee's length of continuous service since the first date he/she started to work for the Employer except as determined by the Virgin Islands Code or as otherwise provided herein. Computation of seniority will be determined on the basis of months and fraction of months, the understanding that months for the purpose of this Agreement, when used in determining a fraction, will be taken as thirty (30) days in length and each part or partial day taken as a whole day. If more than one Employee started to work on the same date, the performance evaluation will be the deciding factor as to where the Employee is placed on the seniority list.

**Section 3:**

During the month of November of each year, the Employer will post a seniority list of all Employees showing their continuous employment, specifying temporary or permanent, and indicating full-time or part-time Employee in each agency.

**ARTICLE XXII**  
**REDUCTION IN WORK FORCE**

- A. In the event of a reduction in work-force for economic reasons, the Employer shall first terminate agency contracts for provided essential services are maintained.
- B. Senior Employees will be allowed to bump less senior Employees in a unit within which he or she is competent. "Competency" is defined as able to competently provide supervision and clinical functions, without any additional training.
- C. Employees remaining in service must have the required professional and performance competencies, demonstrate the ability to perform the required work, and maintain satisfactory performance evaluations.
- D. The Union shall be notified in writing at least thirty (30) working days in advance of the date of employee lay-off, but no less than fifteen (15) working days.
- E. Employees shall be recalled from lay-off in reverse order of the lay-off. The Employee shall be notified of re-call by registered/certified mail, return receipt requested, to the Employee's last address in the Human Resources records. A copy of such notification shall be sent to Employee and the Union. Employees who fail to notify the Human Resource Department within ten (10) working days after the receipt of the above re-call letter of their intention to return to work within ten (10) working days shall be considered terminated.



- F. Employee is required to maintain professional and performance competencies, demonstrate the ability to perform the required work, with satisfactory performance evaluations
- G. New Employees or contractual nurses shall not be hired while Employees who have the required professional requirements, have demonstrated competency, and are willing to perform the available work, remain on the lay-off list and/or are affected by workforce reduction.

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**ARTICLE XXIII**  
**POSTING OF VACANCIES**

**Section 1:**

The Employer shall keep posted in a designated place in each agency a listing of all nursing supervisory positions available for a minimum of fifteen (15) days or until the position is filled. A copy of the vacancies shall be sent to the Union representative on each island as the vacancy occurs.

**Section 2:**

When the qualifications for filling a vacancy are substantially equal among eligible candidates, preference shall be given to members of the Union with the most seniority.

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**ARTICLE XXIV**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1:**

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

All work time spent by the Employee/grievant, Union Representative, and witness in filing, discussion, investigation and processing of a grievance or arbitration shall be with pay.

**Section 2**

If there is a potential conflict the Grievant has the right to due process which includes but not limited to:

- A. Right to know the charges
- B. Right to Union representation
- C. Right to respond orally or in writing to any complaint made against him/her
- D. Right to confront and cross examine accusers, to the extent available
- E. Right to present one's own witnesses
- F. Right to hearing before the Employer
- G. Right to appeal

**Section 3: Procedures for Grievance over Salaries, Suspensions, Discharge or Demotions**

The following steps, including arbitration, shall be observed:

- A. Any grievances over salary, discharge, suspension or demotion shall be filed with CEO, Commissioner of Health and/or Human Resources or designee in each agency within five (5) working days after the Employee and/or Union has been notified in writing, by means of certified mail and/or hand delivery or the grievance will be invalid.
- B. Union grievances, disputing the interpretation or application of a particular provision of the Agreement by the Employer which generally affects the Employee, shall be filed by the Union with the Employer not later than 10 working days after the date the Union knew or should have known of the Employer's disputed interpretation or application of the Agreement provision;

Grievances covered by this Section shall be filed and handled in the same manner as if filed at step 3 or Step 4.

**Section 4: Processing Of All Other Grievances**

All other grievances that may arise under this agreement, except those in Section 3 shall be handled in the manner in the following paragraphs:

**Step 1:**

The matter will be discussed between the aggrieved Employee, a union representative, if requested, and the Employee's Supervisor not later than ten (10) business days after its occurrence. The supervisor shall advise the grievant of its decision in writing within ~~five~~ ten (10) working after the discussion has taken place.

The Employer shall advise the grievant and the union representative in writing within ten working days after decision has taken place.

**Step 2:**

If the employer's response/decision is unacceptable to the grievant and the union, the grievant and the union may appeal the decision by presenting a grievance in writing to V.P. of HR or Designee or the Director of Nursing or Designee within ten (10) working days. This appeal must be submitted on a form which sets forth the facts and circumstances if the alleged grievance and the part of this Agreement alleged to have been violated.

A hearing shall take place within seven (7) working days after the receipt of such appeal. Within ten (10) working days after the hearing, the Employer or Designee shall render a decision on the grievance and shall advise the Union and the Employee of the decision in writing.

**Step 3:**

If the Employer's answer in Step 2 is not satisfactory to the Union, the Union within ten (10) working days may appeal the decision to the Agency Head or Designee. The Agency shall respond in writing to the appeal within ten (10) working days after receiving same and render a final decision.

If the Employer's final answer in Section 3 above is not satisfactory to the Union, or Employer has not responded with a final decision to the Union within ten (10) working days after Hearing, the Union may present the Employer with a written demand for arbitration signed by a Union Representative and submitted to the PERB following the established rules and procedures for grievance mediation outline by the PERB.

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When a demand for arbitration has been presented, the parties shall within ten (10) working days select an impartial arbitrator in writing, or shall jointly 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. The Employer and the Union shall meet to agree upon an arbitrator within five (5) working days of receipt of the panel from the PERB.

If the parties do not agree upon the list provided by PERB, then they shall jointly request the American Association of Arbitration or Federal Mediation 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 Employer shall then strike a name, until the name of the person last appearing on the list shall be designated as the arbitrator and his/her appointment shall be binding on both parties.

Filing of a demand for arbitration does not preclude the parties from mutually agreeing to pursue mediation as a means of settlement while the demand for arbitration is pending.

**Section 5: Date and Time of Hearing**

The Arbitrator will set a date and time for the hearing of the case in accordance with the parties respective schedules 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 6:**

The Arbitrator's decision/award shall be available within thirty (30) days of the last hearing or within thirty (30) days of the submission of facts as provided for in Section 9 of this Article.

**Section 7: Effect of Arbitration Award**

Any decision or award rendered within the limitations of the above section shall be final and binding on the Union, the Employer, the Employee and enforceable in any court of competent jurisdiction. The agreement or award shall be in writing; it shall contain at least a statement of the issues, a statement and appraisal of the conclusions and the reasoning or rationale in support of the conclusions.

**Section 8:**

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

**Section 9:**

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, amend, detract from, or alter its provisions in any way.

**Section 10:**

Expenses and fees of the Arbitrator (including the cost of a transcript where mutually agreed) shall be equally divided between the Employer(s) and the Union. Employees called to arbitration as witnesses will be excused by the Employer without loss of pay in a manner which will not unduly disrupt the operations of the Department/Hospitals.

**Section 11:**

The time limits set forth in this Article shall be binding on the parties unless extended in writing. 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, the grievance shall be considered disposed of on the last answer of the Employer except when an extension has been granted by Employer. The Union may withdraw a grievance at any step in this procedure by notifying the Employers in writing. If the Employers fail to process its response to a grievance within the time limits provided, the grievance shall be deemed adjusted in favor of the employees except when an extension is submitted.

**Section 12:**

In the event that any person or party fails to appear at an arbitration proceeding without just cause and prior notification, the Arbitrator shall proceed and his award shall have the same force and effect as though said person or party had been present.

**Section 13:**

A Grievant shall have the following rights to:

- A. Be present at any hearing
- B. Hear testimony
- C. Give testimony
- D. Call others to give testimony, and
- E. Question, either personally or through counsel any person giving testimony

**Section 14:**

The fact that a grievance is filed by a member of the Union, regardless of the ultimate disposition, shall not be recorded in the nurse leader's file or in any file or record utilized in the promotion process; neither shall such fact be used in any recommendations for job placement, nor shall such nurse leader be placed in jeopardy and subjected to reprisal for having followed a grievance procedure.

**Section 15:**

A proceeding for dismissal, suspension or demotion to Step 4 shall not result in a loss of pay prior to the Step 4 decision.

**Section 16:**

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

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**ARTICLE XXV**  
**AUTOMOBILE COMPENSATION**

**Section 1:**

The Employee must have written authorization from the Employer to use privately owned vehicles in the performance of duties and shall be given a monthly reimbursement for mileage by the Employer.

**Section 2:**

All Virgin Islands rules, regulations, codes, laws, executive orders presently in existence or as hereafter amended relative to automobile compensation for the use of private transportation in the performance of duty shall apply to all Employees covered by this Agreement.

**Section 3:**

Those Employees who are required to work in areas which could be considered dangerous to their person may have the option of being accompanied by another staff person to those designated areas in the performance of duties.

**Section 4:**

The Employee required traveling to St. Croix, St. Thomas, St. John or Water Island for an assignment shall be reimbursed parking fees upon presentation of parking receipts to the agency Administrator.

**Section 5:**

In the event of an automobile accident, the Employer will be responsible for compensation of the Employee's automobile and damage claims, in the event that the Employee is not at fault, has proof of vehicle insurance and a valid driver's license.

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OK  
12/9/16



**ARTICLE XXVI**  
**MISCELLANEOUS PROVISIONS**

**Section 1:**

Employer agrees to provide lounge facilities and lockers to nurses.

**Section 2:**

Employer will make every effort to provide transportation between the hours of 7:00 p.m. to 7:00 a.m. to all Employees needing same.

**Section 3:**

The Union may submit its recommendations for changes in the job description of nurses at all grade levels within the bargaining unit once every six (6) months. The Employer may meet and confer with the Union representatives regarding these recommendations within thirty (30) days of their submission.

**Section 4:**

The fully executed Collective Bargaining Agreement shall be made available to the Union for distribution to its members.

**Section 5:**

- A. When a nurse is directed in writing to perform substantial duties of a higher Classification on regular basis for more than fourteen (14) consecutive work days, a ten percent (10%) differential will be added to the nurse's current salary. Nurses assigned temporarily to perform duties of a higher job classification shall not be rotated out of such assignment prior to becoming eligible for a higher rate of pay solely to avoid eligibility for such higher rate of pay.
- B. Nurses directed to perform the duties of a lower classification with no change in their job title shall not have their rates of pay reduced because of such assignment.

**Section 6:**

The Employer retains the right to employ nurses on a per diem basis. Per diem nurses shall be paid in accordance with the criteria with an additional 20% of the hourly rate and nursing schedule. The per diem nurse shall be eligible only for the salary schedule and grievance procedure and shall not be eligible for any benefits.

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**Section 7:**

A nurse who transfers between the Department of Health and any of the Hospitals (or vice versa) shall for purposes of calculating salary and benefits, be considered to have been hired on the earliest date the nurse was hired by any of the above mentioned facilities.

**Section 8:**

The Employer agrees to provide monthly notification of accruals in accordance with the Virgin Islands Code, Chapter 25, Section 583 (a).

12-5-11  
OK 12/9/11

**ARTICLE XXVII**  
**NO STRIKE OR LOCK OUT**

**Section 1:**

The Union agrees that during the life of this Agreement the Union, its agents, or its Union members shall not authorize any work stoppage or strike against the Employer.

**Section 2:**

The Employer agrees that during the life of this Agreement there shall be no lockout.

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OK 12/9/16

**ARTICLE XXVIII**  
**HEADINGS ONLY FOR CONVENIENCE**

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

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OK 12/19/16

**ARTICLE XXIX**  
**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 Employers and the Union.

*3/1/16*  
*OK*  
*2/19/16*

**ARTICLE XXX**  
**SAVINGS CLAUSE**

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining PROVISIONS OF THIS Agreement.

*7/20/16 12/5/16*  
*OK*  
*12/19/16*

**ARTICLE XXXI**  
**DURATION AND BINDING EFFECT**

**Section 1:**

This Agreement shall become operative on 1<sup>st</sup> day of October, 2016 and shall expire on midnight of the 30<sup>th</sup> day of September 2020.

**Section 2:**

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

**Section 3:**

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

**Section 4:**

All notices provided for in this contract shall be served by registered mail, return receipt requested upon the Employer: the USVI Department of Health, the Roy Lester Schneider Hospital and the Juan F. Luis Hospital, and upon the Registered Nurses Leadership Union at P.O. Box 3517 Kingshill, Virgin Islands 00851 or such other address as either party shall furnish the other in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

**GOVERNMENT OF THE VIRGIN ISLANDS**

**REGISTERED NURSED LEADERSHIP UNION**

BY: [Signature]  
Natalie Nelson Tang How, Esq.  
Chief Negotiator

BY: [Signature]  
Jacqueline Canton, RN BSN  
Chief Negotiator

Date: 12-13-16

Date: 12-13-16

BY: [Signature]  
Aracelis Bermudez-Walcott, Chairperson  
Governing Board  
Governor Juan F. Luis Hospital and  
Medical Center

Date: 4/3/17

BY: [Signature]  
Cornel Williams, Chairperson  
Governing Board  
Schneider Regional Hospital and  
Medical Center  
St. Thomas/St. John

Date: 3/22/17

BY: [Signature]  
Michelle Davis, M.D.  
Commissioner  
Department of Health

Date: 3/24/17

BY: [Signature]  
Honorable Kenneth E. Mapp  
Governor, U.S. Virgin Islands

Date: 05-25-18