

COLLECTIVE BARGAINING AGREEMENT

Between the

**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF JUSTICE**

and the

**UNITED INDUSTRIAL WORKERS, SERVICE,
TRANSPORTATION, PROFESSIONAL AND GOVERNMENT
WORKERS OF NORTH AMERICA, AFL-CIO
(on behalf of Assistant Attorneys General)**



**EFFECTIVE DATE: October 1, 2007
EXPIRATION DATE: September 30, 2011**

11/19/08
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5/23/08

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PREAMBLE

THIS AGREEMENT is entered into this _____ day of _____, 2008, by and between the Government of the Virgin Islands ("Employer") and the United Industrial Workers, Service, Transportation, Professional and Government Workers of North America, AFL-CIO, ("Union").

The purpose of this Contract is to achieve and maintain harmonious and effective relations among the Employer, the Union and the Employees to:

- A. Preserve the legally mandated role and responsibilities of the **Office of the Attorney General** and attorneys practicing law on behalf of the Executive Branch of the Government of the Virgin Islands;

- B. Establish a high degree of professionalism within the Office **of the Attorney General**; and

- C. Provide for a procedure to adjust equitably and peaceably any differences, controversies or disputes that may arise among the Employer, employees and **the** Union.

Therefore, in consideration of the mutual covenants, conditions and agreements contained within this Contract, the parties mutually agree as follows:

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ARTICLE I
RECOGNITION

Section 1:

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees covered by this Agreement:

INCLUDED: All Assistant Attorneys-General.

EXCLUDED:

Attorney General
Chief Deputy Attorney General
Deputy Attorney General
Solicitor General
Deputy Solicitor General
Chief, Criminal Division-St. Thomas
Chief, Criminal Division-St. Croix
Chief, Civil Division
Director, Paternity & Child Support
Director, White Collar Crime
Director, Gaming Enforcement
Assistant Attorneys General-Labor
Counsel to the Attorney General
Special Counsel to the Attorney General
Executive Director, Civil Rights Commission

and any additional positions as determined by PERB or a Court Order reviewing a Perb Order.

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ARTICLE II
UNION SECURITY

Section 1: Union Membership

The Employer recognizes the right of any employee in the Bargaining Union 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 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 **in accordance with Article VII, Section 2 of the Constitution and By-laws of the Union, as it currently exists or may be amended in the future. The Union agrees to notify the Government, in writing, of any such changes not later than sixty (60) days prior to such change.**

B. The Employer shall bring the following notice to the attention of all employees:

NOTICE

All those employed in a position represented by the Union, who are not members of the Union are required to make payments-in-lieu of dues to the Union. The amount of said payment-in-lieu of dues shall be equal to the dues paid by the members of the Union. Payments-in-lieu of dues shall be deducted from any non-member pursuant to an authorization provided the Employer for this purpose. The reasonableness of the amount of dues or payment-in-lieu of dues may be appealed to the Public Employees Relations Board, at P.O. Box 24535, Gallows Bay, St. Croix, 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.

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 the 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 other Union members.

Any employee promoted to a management position or a position excluded from this bargaining unit shall cease payment of dues or payment-in-lieu of dues effective upon the date of appointment to the position.

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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 members 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
P.O. BOX 2130
ST. THOMAS, US VIRGIN ISLANDS 00803

Section 5:

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

Section 6:

The Union agrees to pay all reasonable expenses associated with any changes made to the check-off procedure on behalf of the Union and during the life of this contract.

The parties agree to meet within thirty (30) days of the Union's request to agree on the expenses associated with the requested changes.

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ARTICLE III
RESERVE MILITARY SERVICE

It is agreed that all employees shall be entitled to administrative leave for reserve and national guard military service as provided in Title 3, V.I.C., §590, as amended:

"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."

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ARTICLE IV
STUDY LEAVE

All employees hired prior to October 1, 2007, shall be allowed up to two (2) weeks administrative leave with pay to prepare for the Virgin Islands Bar Examination. If an employee deems that additional time is necessary to study for the bar exam, he/she shall be granted up to two additional weeks without pay. No more than one (1) period of administrative leave with pay may be granted for this purpose. No more than two leaves of absence without pay may be granted for this purpose.

It is recognized that employees who do not comply with Supreme Court Rule 202 shall be subject to immediate termination.

Any request for said leave shall be made no later than two months prior to the commencement of leave.

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ARTICLE V
BEREAVEMENT LEAVE

Section 1:

In the event of a death in his/her immediate family, an employee shall receive five (5) days administrative leave with pay to arrange for or to attend the funeral.

Section 2:

For the purpose of this Article, an employee's immediate family is defined as his:

- A. Spouse
- B. Parent
- C. Grandparent
- D. Child
- E. Grandchild
- F. Brother or sister
- G. Spouse of brother or sister, and
- H. Spouse's parent.

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ARTICLE VI
UNION BUSINESS LEAVE

Section 1:

An employee officially designated in writing by the Union to attend a Union conference 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's operations as determined by the Attorney General. In the event such officially designated employee is deemed essential at the time of the conference or training session a substitute employee shall be agreed upon by the Attorney General and the Union. In the case of a union convention, the officially designated employee shall be granted a leave of absence without pay for such purpose (not to exceed five (5) working days). In either case, the employee, at his or her sole discretion, may take the time as annual leave.

Section 2:

Upon the written request of the Union, the Department 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. *In no instance shall the leave of absence extend beyond six (6) months.*

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ARTICLE VII
MATERNITY LEAVE

Section 1: Medical Certificate; Leave Granted

A. Within thirty (30) days after the pregnancy of the employee is confirmed, the employee may provide to the Employer a medical certificate indicating 1) the expected date of delivery; 2) the date on which it is expected that the employee will no longer be physically able to perform her regular duties; and 3) that it is expected that the employee can work until the date cited in 2 above without risking injury to herself or the unborn child.

B. Upon presentation of the medical certificate, the employee may apply for and shall be granted maternity leave to start no later than the date stated in (a) (2) above in the medical certificate. The Employer may request confirmation of this date by a second physician. If a conflict of medical opinion results, the matter shall be decided by the Commissioner of Health or his designee.

Section 2: Charging Leave

The employee may charge any of her maternity leave to sick leave. Where sick leave is exhausted, the employee may charge her maternity leave to annual leave. Thereafter, all further leave shall be leave without pay.

Section 3: Maternity/Paternity Leave

All employees are entitled to such leave as is permitted under the Family Medical Leave Act.

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ARTICLE VIII
FRINGE BENEFITS

Section 1: Holidays

All holidays specifically designated in Title 1, V.I.C., § 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.

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

Employees are entitled to annual leave pursuant to T3VIC Section 581, as it appears now, or as it may be amended during the life of this Agreement by the V.I. Legislature.

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 Expiration of Period Covered by Leave Payment";

§ 589 "Payment for Accumulated and Accrued Leave to Survivors of Deceased Personnel".

Section 3: Sick Leave

Sick leave shall be provided in accordance with T3 Section 583 and 584 as it appears or as it may be amended from time to time by the V.I. Legislature.

Section 4: Jury Duty

An employee shall be excused from his duties without loss of pay or deduction from annual leave for the time required for jury service in the territorial Court or the District Court of the Virgin Islands.

Section 5: 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 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) working 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 6: Insurance

Health insurance shall be provided to all employees as set forth in Title 3, V.I. Code, §§ 631-640 as it appears now or later amended by the Legislature.

Section 7: Duty Connected Disability

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

Section 8: Miscellaneous Benefits

Other benefits shall be as set forth in Title 3, V.I. Code,
§ 641, "Payroll Deductions for Purchase Bonds";
§ 642, "Withdrawal of Authorization to Purchase Bonds";
§ 643, "Service and Merit Awards";
§ 644.

Section 9:

In conformity with Section 374 (d) of Title 24, Chapter 14, of the V.I. Code, the following section of Title 3, Subchapter 25, V.I.C. are incorporated into this Contract by reference;

Sections 582 to 590 inclusive;
Sections 611 to 612 inclusive;
Sections 631 to 644 inclusive.

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ARTICLE IX
SENIORITY AND LAYOFFS

Section 1: Seniority Defined

Service Seniority is defined as an employee's length of service as an attorney with the Employer from his date of hire.

Section 2: Probationary Period

All employees during the first six (6) months of employment shall be probationary employees. Said six (6) month period shall be referred to in this Agreement as the Probationary Period. Probationary employees shall have no seniority and may be discharged by the Employer with or without just cause and may be laid off without obligation to rehire. Upon completion of the probationary period, the employee shall accrue seniority retro-active to date of hire. The initial probationary period may be extended for an additional six (6) month period. Notice of such extension shall be given to the employee and the union, in writing, and prior to the expiration of the initial six (6) month period.

Section 3: 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. For the purposes of economic lay-off, recall, transfers and other relevant conditions of Employment, service seniority shall govern except where otherwise provided.

Section 4: Reduction in Work Force

In the event of a reduction in work force the following procedures shall be followed:

- A. Probationary employees shall be laid off first in the reverse order of date of hire;
- B. If it is necessary to reduce the work force further, employees shall be laid off in reverse order of their seniority. Where individual circumstances indicated a more equitable basis of lay-off order the Employer and the Union shall mutually consent to a change in lay-off procedure.

Section 5: Notification of Lay-Off

Employees to be laid off shall be notified by the Employer at least thirty (30) working days in advance of the date of the lay-off. Such notice shall be in writing and a copy thereof shall be sent to the Union address set forth in Article II of this Agreement. An employee receiving said notice shall be entitled to full compensation, rights and privileges during the notice period.

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Section 6: Recall from Lay-Off

- A. An employee shall be recalled from lay-off in the reverse of the order in which he was laid off.

- B. Employees shall be notified of recall by registered mail, return receipt requested, directed to the employee's last known address contained in the Employer's record. a copy of said notification shall be sent to the Union at the address set out in Article II of this Agreement. Employees who fail to notify the Employer within thirty (30) working says after receipt of the recall letter of their intention to return to work within a reasonable time shall be considered terminated.

Section 7: Seniority List

Within twenty-five (25) calendar days after the execution of this Agreement the Employer shall furnish to the Union and post on appropriate departmental bulletin boards a full and complete list of all bargaining unit employees and their dates of hire. 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 delivery of the list to the Union and posting of said list on all bulletin boards together with a copy of this section of the Agreement, by filing a written grievance with the Attorney General specifying the alleged inaccuracy or inaccuracies. If no grievance is filed within the specified time limit, the list shall be binding on the parties for all purposes. If a grievance is filed then said list with respect to those items not specifically questioned by the grievance shall be binding and conclusive upon the parties.

Section 8: New Employees, Hiring Freeze

New employees shall not be hired while laid-off employees in the bargaining unit are willing and able to work.

Section 9: Termination of Seniority

An employee shall lose all seniority if he:

- A. retires;
- B. is discharged for cause and not reinstated;
- C. fails to report to a work within a reasonable time after recall from lay-off, as required by section (c) of this Article unless justifiable reason is given for such failure to report.

Section 10: Promotion

An employee who leaves the bargaining unit for the purpose of assuming a non-bargaining unit position with the Department of Justice has the right to revert to a position of Assistant Attorney General within the bargaining unit upon termination of his or her appointment; provided that a position

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is available, and such employee reverts to the position within thirty (30) days of the termination of his or her appointment to the non-bargaining unit position except as provided for below. If there is no position available, such employee will have the right of first refusal to the next available position provided that the Department of Justice has on file for such employee an address and telephone number that is current as of the date of the vacancy, that there is no employee with greater seniority also eligible under this provision to revert to the vacancy, and such employee accepts the position within thirty (30) days of the date it is offered. Such employees terminated from a non-bargaining unit position within the Department of Justice for professional misconduct or immoral behavior shall not have the right to revert.

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ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Grievance Defined

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

Section 2: Exclusive Procedure

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

Section 3: Employee-Grievant

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

Section 4: Procedure

The procedure to be followed for the processing and disposition of grievances shall be as follows:

Step 1: Within the ten (10) working days after an occurrence or after the employee knew or should have known of an occurrence the matter shall be reduced to writing and presented to the immediate supervisor. Within five (5) working days of receipt of the written grievance the immediate supervisor shall meet and discuss the grievance with the grievant and the union shop steward. The immediate supervisor shall advise the employee and the union of his/her decision in writing within five (5) working days after the meeting.

Step 2: If the decision in Step 1 is not satisfactory to the union and the aggrieved employee, the matter will be reduced to writing on the Union's Grievance Form and will be served on the Attorney General within five (5) working days after the receipt of the written decision from Step 1. The grievance shall be discussed by and between the aggrieved employee (or employees) the Union Representative, the Shop Steward and the Attorney General or his designee not later than ten (10) calendar days after the grievance was served. The Attorney General or his designee

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shall, within seven (7) working days of said discussion, advise the employee, the Union and the Shop Steward of his decision in writing.

Step 3: If the decision in Step 2 above, is not satisfactory to the Union and the aggrieved employee, within fifteen (15) calendar days after receipt of the Attorney General's or his designee's written decision, the Union shall present the Attorney General with a written notice of its desire to arbitrate.

Section 5: Demand for arbitration and Selection of Arbitrators

When a demand for arbitration has been presented, unless the parties agree on an Arbitrator, in writing, within ten (10) working days, either party may request the American Arbitration Association supply them with a panel of five (5) impartial arbitrators. Each party shall alternately strike one name from the list, commencing with the party seeking arbitration, until only one name remains. The name of the person last appearing on the list shall be designated as Arbitrator whose appointment shall be binding on both parties.

Section 6: Discharge, Demotion or Suspension Grievances

A. The Employer will promptly advise the employee, Union and shop Steward of any discharge, demotion or suspension action to be taken. The Employee will be allowed to discuss such action with the Shop Steward prior to leaving his Employer's facility, which discussion shall take place immediately.

B. Any grievance over a discharge, demotion or suspension shall be filed in writing on a Union Grievance Form to the Attorney General or his designee within ten (10) working days.

C. If the aggrieved employee and the Union are not satisfied with the action taken, the Union shall present the Attorney General with a demand for arbitration as specified in Step 2 of Section 4 above. The selection of the arbitrator shall be as provided for in Section 5, above.

Section 7: Authority of the Arbitrator

The Arbitrator shall not have the authority to add to, subtract from or modify the express provisions of this Agreement.

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Section 8: Effect of Arbitration

The Arbitrator's award rendered within the limitations of Section 2 of this Agreement shall be final and binding on the aggrieved employee or employees, the Union, and the Employer and shall be enforceable in any court of competent jurisdiction.

Section 9: Arbitration Expense

Expense and fees of the Arbitrator, including the cost of a transcript of the hearing, shall be equally divided between the Employer and the Union. Each party shall pay its expenses, including attorney's fees and costs.

Section 10: Time Limits

- A. 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 right of the party to assert before the Arbitrator that the grievance was untimely at an earlier step, whether or not the issue has been raised and asserted as a defense at an earlier step.
- B. If the Union fails to process a grievance to the next step within the time limits provided, the grievance shall be considered disposed of on the last answer of the Employer.
- C. If the Employer fails to provide its answer to a grievance within the time limits provided, the grievance shall be considered automatically appealed to the next step.

Section 11: Definition of Working Day

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

Section 12: Grievance Priority

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

Section 13: Stipulated Facts

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

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Section 14: Failure to Attend Hearing

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

Section 15: Reinstatement of Discharged Grievant

If a discharge grievance is filed and upheld by an arbitration award providing for reinstatement and back pay, the grievant shall be promptly reinstated with back pay pending the final disposition of any appeal that the Employer may file.

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ARTICLE XI
OUTSIDE LEGAL COUNSEL

Section 1:

It is explicitly recognized that the Office has statutory rights, prerogatives and obligations in carrying out its responsibilities to the Government of the Virgin Islands and the public.

Section 2:

It is expressly understood that in the performance of these statutory obligations, the Attorney General shall utilize employees working directly for the Department of Justice.

Section 3:

The Employer shall have the right, in its sole discretion, to retain outside counsel when necessary, provided that such retainer shall not result in the discharge, lay-off, transfer or suspension of any member of the bargaining unit.

Section 4:

No employee shall be required to give or render any Opinion for the Office or represent the Office on any Department, Board, Commission or Instrumentality of the Executive Branch in any matter involving any controversy with the Assistant Attorneys General Bargaining unit of the Seafarers International Union unless bar to such Opinion or representation is explicitly waived by the *Assistant Attorneys General Bargaining unit* of the Seafarers International Union and is consented to by the employee involved.

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ARTICLE XII
SPECIAL PROVISIONS

Section 1: No individual Contracts

There shall be no individual contracts relating to terms and conditions of employment between the Employer and any employee or prospective employee within the bargaining unit.

Section 2: Employee Rules and Regulations

The Employer has the right to establish in writing reasonable rules and regulations governing duties and responsibilities of employees. Rules and regulations and all amendments thereto shall be made known to all employees and the Union. Such rules and regulations shall not be applied in a discriminatory manner or in a manner inconsistent with this Contract.

Section 3: Employer Cooperation

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

Section 4: Law Access

The Employer agrees to furnish each office location on St. Thomas and St. Croix with a current copy of the Virgin Islands Code and Virgin Islands Reporter.

Each attorney shall be furnished with an access code for electronic research on either Lexis/Nexis and/or Westlaw.

Each attorney shall be furnished a current copy of the Virgin Islands Court Rules Annotated.

All attorneys in the general litigation section (criminal division) shall be provided a current copy of the Virgin Islands Criminal, Traffic and Vehicle Laws Annotated.

Section 5: OSHA

The Employer agrees to provide a safe and healthy work environment in accordance with Occupational Safety and Health Act (OSHA) and other applicable standards.

All employees desiring a desk lamp shall be provided one by the Employer.

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M.D.
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Section 7: Employee's Personnel Record

Any insertion of any matter in the employee's personnel record by the Employer shall first be made known to the affected employee and, upon the request of the employee, to the Union within seven (7) working days of its insertion. Any response submitted by the employee to the Union with regard to the insertion shall become a part of the employee's personnel record also.

Section 8: Use of Facilities

The Employer agrees that employees may utilize available physical facilities of the Employer for the purpose of meeting to discuss Union business and affairs, provided that such meeting does not conflict with those meetings scheduled in the Employer's course of business.

Section 9: Private Practice

No employee covered by this Contract shall engage in the private practice of law on behalf of a private client, nor shall he/she be associated directly or indirectly with any attorney in private practice.

Section 10: Bar and Court Fees and Dues

A. The Employer agrees to maintain general membership in the National Bar Association and the American Bar Association and membership in the following sections of the ABA:

- Administrative Law
- Criminal Justice
- Family Law
- Labor and Employment Law
- Litigation
- Public Contract Law
- Urban, State and Local Government Law
- Natural Resource Law.

General publications of the NBA and ABA and ABA section publications shall be made available.

B. The Employer shall pay the application fees required by any Court which employee is required to appear before in representing the Employer.

C. The Employer shall pay 100% of the employee's Virgin Islands Bar Association membership dues.

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[Signature]

Section 11: Legal Education

The Employer shall provide in-house continuing legal education in those areas in which it is required to render legal services and such other training as is not available in-house and which is necessary to maintain legal competence and skill of Assistant Attorney-General.

Section 12: Costs for Travel/Maintenance for Training

The Employer shall bear the reasonable travel and maintenance expenses of each employee receiving Department sponsored and approved training other than in-house and such other fees and costs as are required for such training. **The Employer shall provide per diem and other reasonable expenses incurred in connection with work-related travel as are prescribed by existing executive order.**

Section 13: Expenses for Off-Island Assignments

When an employee is 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 14: Employee Rights

All employees shall be entitled to all 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 15: Rest Room Facilities

Properly ventilated lavatories, soap towels shall be provided by the Employer at no cost to the employees in all categories.

Section 16:

The employer shall grant training leave for participation in continuing legal education in a jurisdiction for vested employees who are not members of the V.I. Bar Association and whose membership in the bar of that jurisdiction requires mandatory continuing legal education.

Section 17: Transportation

The Employer agrees to use its best efforts to provide transportation for attorneys between their worksite and the Superior, District and/or Supreme Court, when necessary. Attorneys shall be reimbursed for the use of their personal vehicle to conduct government business in accordance with applicable law and/or Executive Order.

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Attorneys seeking reimbursement shall be required to complete a form established by the Employer. Claims for reimbursement shall be submitted within two (2) weeks of the attorney having used his/her personal vehicle to conduct government business.

Section 17:

The employer shall make available to all employees currently updated copies of the Virgin Islands Code and the Federal Rules of Criminal and Civil Procedures. This may be in the form of electronic or computer access to said publications. However, at least one fully up-to-date set of the V.I. Code and V.I. Court Rules shall be made available for each division in the office of the Attorney General.

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ARTICLE XIII
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 therefore;
- 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 Government Service, subject to the provisions of this Agreement.
- B. In the event of an amendment or reversion of a job description, the compensation of the incumbent shall not be reduced.

Section 3:

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

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8/16/11/08

ARTICLE XIV
PROHIBITION OF STRIKES

Section 1:

Since this Contract provides for the orderly and peaceful adjustment and settlement of disputes, differences and grievance that may arise among the parties, there shall be no strikes, work stoppages, sick-outs, slow downs, job actions or any similar activities by employees during the term of the Contract.

Section 2:

The Union will not authorize any strike or other job actions contrary to this Contract. In the event of a strike or other job action, the Union will attempt to secure a return of the participants on strike or a cessation of activity by participants conducting a job action, so that the dispute, difference or grievance may be settled through the Grievance Procedure contained within this Contract.

Section 3:

The Employer agrees not to lock-out the employees during the term of this Agreement.

Section 4:

The Employer may discharge any employee in the bargaining unit who encourages or participates in the activities prohibited in Section 1 above.

Handwritten signature and date:
2/9/2008

ARTICLE XV
UNION REPRESENTATIVES' ACTIVITIES

Section 1: Union Representative

There shall be one shop steward, assistant shop steward and negotiation committees member each from St. Croix and St. Thomas recognized by the Employer for the purpose of negotiating a contract.

The Shop Steward and Assistant Shop Steward from each island shall be recognized by the Employer for purposes of investigating, adjusting and disposing of grievances.

No Steward or negotiator shall suffer loss of pay for time spent on these activities.

Section 2: Notice to Employer

The Union shall inform the Employer in writing of the names of the Shop Stewards, Union Officers and other representatives who are authorized to act as such. The Union agrees to notify the Department within two (2) weeks of any change in the composition of the Shop Steward body and the names of Union officers and other authorized representatives.

Section 3: Bulletin Board

The Employer 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 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 Employer'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 investigating, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement. Union representatives shall comply with all applicable Department safety rules.

Section 5: Telephone

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

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Section 6: Contract Negotiations

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

5/23/08

ARTICLE XVI
PROFESSIONAL ASSIGNMENTS AND ETHICS

No employee shall be requested or required to endorse any legal position which is unlawful on its face or expressly contradicts the Code of Professional Ethics and Responsibility and any other applicable rules and/or standards established by the American Bar Association and/or any court of the United States Virgin Islands.

5/23/08
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ARTICLE XVII
SALARY

1. The successor agreement shall have a term of four (4) years, commencing on October 1, 2007, and expiring on September 30, 2001.
2. The UIW-SIU hereby waives the right, if any, to negotiate salary increases for the period October 1, 2006 through September 30, 2007.
3. Effective October 1, 2007, all Assistant Attorneys General shall be placed on the attached pay schedule ("A"), on their appropriate step, based on their years of licensure.
4. Effective October 1, 2008, Assistant Attorneys General shall be placed on the attached pay schedule ("B"), on their appropriate step, based on their years of licensure, and subject to their having received a satisfactory or better performance evaluation.
5. Effective October 1, 2009, Assistant Attorneys General shall be placed on the attached pay schedule ("C"), on their appropriate step, based on their years of licensure, and subject to their having received a satisfactory or better performance evaluation.
6. Effective October 1, 2010, Assistant Attorneys General shall be placed on the attached pay schedule ("D"), on their appropriate step, based on their years of licensure, and subject to their having received a satisfactory or better performance evaluation.
7. Any Assistant Attorney General who does not agree with his or her performance rating shall have the right to file a grievance in accordance with the grievance and arbitration procedure set forth in Article X of the successor agreement and in accordance with the time limitations therein.
8. It is recognized that any Assistant Attorney General who receives a less than satisfactory evaluation shall remain on his or her then current pay plan until he or she receives a satisfactory performance evaluation. Upon receipt of a satisfactory performance evaluation, he or she shall be moved to the appropriate fiscal year pay plan and be slotted based on his or her then years of licensure.

No Assistant Attorney General shall be denied a raise in accordance with this agreement solely because management has failed to issue timely his performance evaluation. However, a less than satisfactory evaluation, once issued, shall be a basis for rescinding any salary increase granted due to the failure to have issued timely a performance evaluation.
9. In addition to the base pay established above, eligible Assistant Attorneys General shall receive a career incentive differential as follows:
 - a. Assistant Attorney Generals with at least 5 years of continuous and uninterrupted service in the Department of Justice as an assistant attorney general will have \$1,200 added to their base pay;

b. Assistant Attorney Generals with at least 10 years of continuous and uninterrupted service in the Department of Justice as an assistant attorney general will have \$2,400 added to their base pay;

c. Assistant Attorney Generals with at least 15 years of continuous and uninterrupted service will have \$3,600 added to their base pay.

Years of service must be continuous, save for any authorized sick leave, study leave, and/or military leave.

Any Assistant Attorney General hired after October 1, 2007 shall not be credited for years of service prior to rejoining the department.

11. Effective October 1, 2007, the designation of "Senior Assistant Attorney General" is removed and replaced with "Team Leader." Team Leaders will be selected based upon performance, as determined exclusively by the Attorney General. The designation of "Team Leader" shall be limited to such duties as case supervision and support, and shall not include managerial functions. While serving as "Team Leader", an assistant attorney general shall have \$1,000 added to his or her base salary.


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11/13/08

ARTICLE XVIII
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 year. 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 regular meetings held during work time. The Chairmanship shall be rotated between Union and Management with each meeting and the Secretary shall be selected from the opposite group.

Section 3:

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

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

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5/23/08
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ARTICLE XIX
DISCIPLINE AND DISCHARGE

Section 1: Rights of Discipline

The Department 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 a 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 2 of the Grievance Procedure contained in Article X, 4.

Section 3: Misconduct Warranting Immediate Disciplinary Action

The Attorney General, or in his/her absence, the *Chief Deputy Attorney or Deputy Attorney* General, shall have the right to immediately discipline an employee, up to and including discharge, for the commission of any of the following offenses:

- A. Theft, embezzlement or dishonesty;
- B. Fighting;
- C. Gambling;
- D. Consumption of alcoholic beverages during work 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 property, or that of another employee;
- G. Giving or taking a bribe of any kind;
- H. All felonies;
- I. Falsifying of documents;
- J. Disbarment from any jurisdiction;
- K. Engaging in the private practice of law while employed with Employer.

The foregoing enumeration of causes is by way of illustration and shall not be deemed to exclude the Department's right to discipline and employee, up to and including discharge, for any other cause. Where the Department determines to discharge and employee for a cause not herein above 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 thirty (30) days pending the processing of a grievance, if any, through the Grievance and Arbitration Procedure contained in Article X. 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:

An employee shall have the right to respond orally or in writing to any complaint made against him to the Department. No disciplinary action shall be taken by the Department 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.

Section 5: No Discharge Without Just Cause

No employee shall be discharged without just cause provided, however probationary employees may be discharged in accordance with Article IX, Section 2.

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5/23/08
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ARTICLE XX
SAVINGS CLAUSE

Section 1:

If any provision of this Contract or the compliance with any of its terms by the Employer or the Union shall constitute a violation of applicable Federal law and V.I. law such provision shall be deemed unenforceable and deemed severable from the remaining provisions of this Agreement without affecting the enforceability or applicability of the remaining provision.

Section 2:

Any provision deemed violative of Federal law, which Federal law preempts Territorial Law, shall be void.

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5/23/08
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ARTICLE XXI
DURATION AND BINDING EFFECT

Section 1:

The duration of this Agreement shall be October 1, 2007 to expire September 30, 2011, provided, however, that the terms and conditions of the prior agreement shall remain in effect until the signature of the Governor.

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 therefor, shall not become effective until the Legislature of the Virgin Islands and the Governor have enacted appropriate implementing Legislation.

Section 3:

This Agreement shall automatically be renewed from day to day following its expiration unless either party notifies the other in writing of its intent to commence negotiation on a new contract. Such notice must be sent not less than ninety (90) days and not more than one (1) years prior to the expiration of the contract. Negotiations shall commence within sixty (60) days after such notice is given.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2008.

GOVERNMENT OF THE VIRGIN ISLANDS

SEAFARERS INTERNATIONAL UNION

BY: 
JESSICA GALLIVAN
Chief Negotiator

BY: 
EUGENE IRISH
Vice President

DATE: 3-19-08

DATE: 5/23/08

APPROVED:



JOHN P. de JONGH, JR.
Governor of the United States Virgin Islands

DATE: 2/19/09

TENTATIVE AGREEMENT

WHEREAS, the United Industrial Workers, Service, Transportation, Professional and Government of North America, of the Seafarers International Union of North America, Atlantic, Gulf Lakes and Inland District, AFL-CIO ("UIW-SIU) and the Government of the Virgin Islands last negotiated a collective bargaining agreement in 2001, that was made effective October 1, 2001 through September 30, 2006;

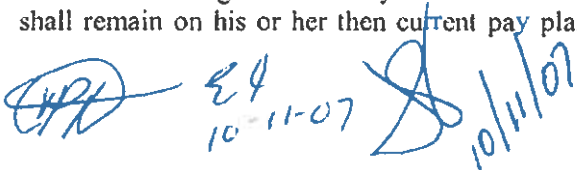
WHEREAS, that agreement expired, and was extended on a day-to-day basis;

WHEREAS, on October 9 – 11, 2007, the parties met for the purpose of negotiating a successor agreement;

WITNESSETH

NOW THEREFORE, in consideration of the mutual covenants made and contained herein, the parties agree to the following:

1. It is recognized that this tentative agreement is subject to the ratification of the membership of the Assistant Attorneys General bargaining unit and the Governor of the United States Virgin Islands, the Honorable John P. deJongh, Jr.
2. The parties' successor agreement shall be comprised of all language changes agreed to while in negotiations on October 9 through October 11, 2007, along with all provisions in the agreement of October 1, 2001 through September 30, 2006 which remain unchanged through the process of negotiations and/or which do not conflict with all new language changes.
3. The successor agreement shall have a term of four (4) years, commencing on October 1, 2007, and expiring on September 30, 2011.
4. The UIW-SIU hereby waives the right, if any, to negotiate salary increases for the period October 1, 2006 through September 30, 2007.
5. It is recognized that the UIW-SU does not waive the right to any negotiated increases not paid pursuant to the agreement dated October 1, 2001 through September 30, 2006.
6. Effective October 1, 2007, all Assistant Attorneys General shall be placed on the attached pay schedule ("A"), on their appropriate step, based on their years of licensure.
7. Effective October 1, 2008, Assistant Attorneys General shall be placed on the attached pay schedule ("B"), on their appropriate step, based on their years of licensure, and subject to their having received a satisfactory or better performance evaluation.
8. Effective October 1, 2009, Assistant Attorneys General shall be placed on the attached pay schedule ("C"), on their appropriate step, based on their years of licensure, and subject to their having received a satisfactory or better performance evaluation.
9. Effective October 1, 2010, Assistant Attorneys General shall be placed on the attached pay schedule ("D"), on their appropriate step, based on their years of licensure, and subject to their having received a satisfactory or better performance evaluation.
10. Any Assistant Attorney General who does not agree with his or her performance rating shall have the right to file a grievance in accordance with the grievance and arbitration procedure set forth in Article X of the successor agreement and in accordance with the time limitations therein.
11. It is recognized that any Assistant Attorney General who does not receive a satisfactory performance evaluation shall remain on his or her then current pay plan until he or she receives a satisfactory performance evaluation. Upon



ADDENDUM



receipt of a satisfactory performance evaluation, he or she shall be moved to the appropriate fiscal year pay plan and be slotted based on his or her then years of licensure.

12. In addition to the base pay established above, eligible Assistant Attorneys General shall receive a career incentive differential as follows:

- a. Assistant Attorney Generals with at least 5 years of continuous and uninterrupted service in the Department of Justice as an assistant attorney general will have \$1,200 added to their base pay;
- b. Assistant Attorney Generals with at least 10 years of continuous and uninterrupted service in the Department of Justice as an assistant attorney general will have \$2,400 added to their base pay;
- c. Assistant Attorney General with at least 15 years of continuous and uninterrupted service will have \$3,600 added to their base pay.

Years of service must be continuous, save for any authorized sick leave, study leave, and/or military leave.

Any Assistant Attorneys General hired after October 1, 2007 shall not be credited for years of service prior to rejoining the department.


13. Effective October 1, 2007, the designation of "Senior Assistant Attorney General" is removed and replaced with "Team Leader." Team Leaders will be selected based upon performance, as determined exclusively by the Attorney General. The designation of "Team Leader" shall be limited to such duties as case supervision and support, and shall not include managerial functions. While serving as a "Team Leader", an assistant attorney general shall have \$1,000 added to his or her base salary.

14. This constitutes the parties' entire agreement. It has been read by each and agreed to by each.


15. Each person signing below represents by their signature that they have the requisite authority to enter into this agreement.

GOVERNMENT OF THE VIRGIN ISLANDS


UNITED INDUSTRIAL WORKERS




 Jessica Gullivan, Esq.
 Chief Negotiator
 Date: 10/11/07



 Mr. Eugene Irish
 Chief Negotiator
 Date: 10-11-07



 Charlotte Poole Davis, Esq.
 Deputy Attorney General
 Date: 10/11/07



 Honorable John P. deJongh, Jr.
 Governor of the United States Virgin Islands
 Date: 11/21/07

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COB TENTATIVE PAYPLANS - AAG SALARY NEGOTIATIONS

BASE SALARY PLAN FY 2006	
Years Barred	Salary Range
0	\$ 50,000.00
1	\$ 52,000.00
2	\$ 54,000.00
3	\$ 56,000.00
4	\$ 58,000.00
5	\$ 60,000.00
6	\$ 62,000.00
7	\$ 64,000.00
8	\$ 66,000.00
9	\$ 68,000.00
10	\$ 70,000.00
11	\$ 72,000.00
12	\$ 74,000.00
13	\$ 76,000.00
14	\$ 78,000.00
15	\$ 80,000.00

INCREMENTS
\$ 2,000.00

BASE SALARY PLAN FY 2008	
Years Barred	Salary Range
0	\$ 70,000.00
1	\$ 72,000.00
2	\$ 74,000.00
3	\$ 76,000.00
4	\$ 78,000.00
5	\$ 80,000.00
6	\$ 82,000.00
7	\$ 84,000.00
8	\$ 86,000.00
9	\$ 88,000.00
10	\$ 90,000.00
11	\$ 92,000.00
12	\$ 94,000.00
13	\$ 96,000.00
14	\$ 98,000.00
15	\$ 100,000.00

INCREMENT
\$ 2,000.00

BASE SALARY PLAN FY 2009	
Years Barred	Salary Range
0	\$ 73,000.00
1	\$ 75,500.00
2	\$ 78,000.00
3	\$ 80,500.00
4	\$ 83,000.00
5	\$ 85,500.00
6	\$ 88,000.00
7	\$ 90,500.00
8	\$ 93,000.00
9	\$ 95,500.00
10	\$ 98,000.00
11	\$ 100,500.00
12	\$ 103,000.00
13	\$ 105,500.00
14	\$ 108,000.00
15	\$ 110,500.00

INCREMENT
\$ 2,500.00

BASE SALARY PLAN FY 2010	
Years Barred	Salary Range
0	\$ 75,000.00
1	\$ 77,500.00
2	\$ 80,000.00
3	\$ 82,500.00
4	\$ 85,000.00
5	\$ 87,500.00
6	\$ 90,000.00
7	\$ 92,500.00
8	\$ 95,000.00
9	\$ 97,500.00
10	\$ 100,000.00
11	\$ 102,500.00
12	\$ 105,000.00
13	\$ 107,500.00
14	\$ 110,000.00
15	\$ 112,500.00

INCREMENT
\$ 2,500.00

BASE SALARY PLAN FY 2011	
Years Barred	Salary Range
0	\$ 78,000.00
1	\$ 80,500.00
2	\$ 83,000.00
3	\$ 85,500.00
4	\$ 88,000.00
5	\$ 90,500.00
6	\$ 93,000.00
7	\$ 95,500.00
8	\$ 98,000.00
9	\$ 100,500.00
10	\$ 103,000.00
11	\$ 105,500.00
12	\$ 108,000.00
13	\$ 110,500.00
14	\$ 113,000.00
15	\$ 115,500.00

INCREMENT
\$ 2,500.00

Handwritten notes:
 EY
 10-11-07
 10/11/07

