

# **COLLECTIVE BARGAINING AGREEMENT**

Between the

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

and the

**GOVERNMENT OF THE VIRGIN ISLANDS**

**BUREAU OF CORRECTIONS**

**And**

**DEPARTMENT OF HUMAN SERVICES  
YOUTH REHABILITATION CENTER**

**CORRECTION OFFICERS**

**EFFECTIVE DATE: October 01, 2009**

**EXPIRATION DATE: September 30, 2014**

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## PREAMBLE

THIS AGREEMENT entered into this 1<sup>st</sup> day of **October 2009**, by and between the Bureau of Corrections and the Department of Human Services-Youth Rehabilitation Center (YRC) of the Government of the U.S. Virgin Islands, hereinafter referred to as the "Employer", "Department" or "Agency", and the UNITED INDUSTRIAL WORKERS OF NORTH AMERICA, affiliated with the SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT affiliated with SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union".

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

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

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**ARTICLE I**  
**RECOGNITION**

Pursuant to the Certification of Representation, issued December 11, 1975, in Case No. GRC. 001-76, the Employer hereby recognizes the Union as the exclusive bargaining representative for all Corrections Officers employed by the Employer in the Virgin Islands, excluding management and supervisory personnel.

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**ARTICLE II**  
**PAYROLL STATEMENT**

**Section 1:**

The Employer shall provide each employee with an accurate itemized payroll statement in each pay period. Such statement shall include hours of work during that pay period, accumulated sick and annual leave, and all deductions made from their wages.

**Section 2:**

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

**Section 3:**

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

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**ARTICLE III**  
**HOURS OF WORK AND OVERTIME**

**Section 1: Work Week**

An employee's work week shall consist of five (5) working days with each work day consisting of eight (8) hours of work, and with two (2) consecutive days off.

**Section 2: Overtime Pay**

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

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

Wages at the rate of two (2) times the employee's straight time hourly wage shall be paid for work performed in excess of forty-eight (48) hours in a Work Week.

**Section 3: Distribution of Overtime Work**

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

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2. If overtime needs are not filled by Subparagraph (1) above, then the overtime will be assigned by the Employer starting with the most senior employee in the classification in the Bureau/YRC to the least senior employee who shall then be required to work overtime; however an equitable distribution of required overtime work shall be maintained and all employees shall be obligated to work a fair share of the overtime hours available and no employee except for extraordinary cause, shall consistently refuse overtime work. The supervisor's overtime list will be available to the Shop Steward.
  3. Employees overlooked in overtime assignments must notify their supervisor and then will be offered the next overtime opportunity available until basic parity is achieved. Employees who consistently refuse overtime opportunities will be charged as though the hours were worked.
- B. Nothing in this section shall require the Employer to assign work on overtime that is not needed or which can be accomplished by employees on a straight time basis. No employee shall be forced to take time off his regular schedule to avoid the payment of overtime hours worked outside his normal schedule.
- C. Any employee who accepts an overtime assignment, or is required to work overtime, and who fails to report as scheduled may be subject to disciplinary action as the circumstances warrant.

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**ARTICLE IV**  
**UNION SECURITY**

**Section 1: Union Membership**

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

**Section 2: Union Dues**

- A. The Employer agrees to the establishment and maintenance of a check-off procedure whereby the Employer shall make payroll deductions bi-weekly, of the periodic union dues and initiation fees, and payment-in-lieu of dues of an amount equal to two times (2X) the member's hourly rate of pay but not less than twenty dollars (\$20.00) per month. Such deductions shall be based on an employee's written authorization to do so, submitted to the Employer by the Union. Deductions shall commence with respect to the pay period in which the Employer receives the employee's authorization. The Union agrees to bear the costs associated with implementing this specific provision.
- B. The Employer shall bring the following notice to the attention of all employees:

**NOTICE**

**ALL MEMBERS OF THE BARGAINING UNIT REPRESENTED BY UIW, STP&G, SIU, NA, AFL-CIO, WHO ARE NOT MEMBERS OF THE UNION ARE REQUIRED BY LAW TO MAKE A PAYMENT-IN-LIEU OF DUES TO THE UNION. THE AMOUNT OF SUCH DUES HAS BEEN CURRENTLY ESTABLISHED AT TWO TIMES (2X) THE MEMBER'S HOURLY RATE OF PAY PER MONTH BUT NOT LESS THAN TWENTY (\$20.00) DOLLARS AND WILL BE DEDUCTED FROM THE PAY OF**

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**EACH SUCH EMPLOYEE *UNDER* AUTHORIZATION PROVIDED FOR THIS PURPOSE. THE REASONABLENESS OF THE AMOUNT MAY BE APPEALED TO THE PUBLIC EMPLOYEES RELATIONS BOARD, P.O. BOX 25435, GALLOWS BAY, ST. CROIX, VIRGIN ISLANDS 00824. THE UNION AGREES TO BEAR THE COSTS OF ASSOCIATED WITH IMPLEMENTING THIS SPECIFIC PROVISION.**

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 this Agreement or after being newly hired, pay Union dues or pay a payment-in-lieu of dues.

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

Section 4:

All monies collected as dues, payment-in-lieu of dues or initiation fees shall be forwarded to the Union with a list of names, social security numbers and the hourly rate of pay of employees from whom these monies were collected, and showing the amount of individual deductions. Said deductions shall be transmitted to the Union, by check payable to:

**SEAFARERS INTERNATIONAL UNION  
201-3A ALTONA AND WELGUNST  
SUITE 101  
St. Thomas, Virgin Islands, 00802.**

**Or  
P. O. Box 2130**

**St. Thomas, Virgin Islands 00803**

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Section 5:

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

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**ARTICLE V**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 1:**

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

- A. Directing and supervising the employees of this unit;
- B. Determining qualifications and standards for hiring and the content of examinations 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 revision of a job description, the compensation of the incumbent shall not be reduced.

**Section 3:**

The Employer reserves the right to establish and enforce rules and regulations governing employment responsibilities of employees. Such rules and regulations and all amendments thereto

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shall be made known to all employees and to the Union in writing, prior to the implementation and the application of such rules, regulations and amendments shall not be discriminatory or inconsistent with this Agreement.

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**ARTICLE VI**  
**FRINGE BENEFITS**

**Section 1: Holidays**

All days specifically designated in Title I, Virgin Islands Code, section 171, *as it exists, or may be amended from time to time* 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**

Notwithstanding the provisions of section 581 of Title III, and except as provided in section 41 of Title II of the V.I. Code, all employees of the Government of the Virgin Islands, regardless of tenure, who enter Government Service after June 30, 1968, shall accrue annual leave as follows:

- A. One-half ( $\frac{1}{2}$ ) day for each full bi-weekly pay period for an employee with less than three (3) years of service;
- B. Three-fourths ( $\frac{3}{4}$ ) day for each full bi-weekly pay period, except that the accrual for the last full bi-weekly pay period in the year is one and one-fourth ( $1\frac{1}{4}$ ) days, for an employee with less than 15 years of service; and
- C. One day for each full bi-weekly pay period for an employee with 15 or more years of service.

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

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

§587 "Payment for Accumulated or Accrued Leave Upon Separation from service";

§588 "Refund Upon Re-Employment Before Expiration of Period Covered by Leave Payment";

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

An employee shall be entitled to an annual vacation, so long as they have accrued leave balance. An employee's request for annual leave shall not be unreasonably denied. If such request is denied, the employee shall be provided with the opportunity to select alternative dates for taking annual leave.

Section 3: Sick Leave

- A. Except as provided in §41 of Title 2 of the Virgin Islands Code, all officers and employees of the Government of the Virgin Islands regardless of tenure are entitled to sick leave which accrues at the rate of one-half ( $\frac{1}{2}$ ) day for each full bi-weekly pay period.
- B. Proof of sickness shall be subject to such regulations as the Governor may prescribe. As of date of this agreement said rules and regulations are as follows:
  - a. Sick leave is a leave of absence from duty on account of sickness, injury or disability which incapacitates the employee for work. This includes medical, dental and optical treatment. Sick leave may be granted pursuant to prior request, in appropriate cases, or pursuant to request made after return to duty.
  - b. An employee must submit proof of sickness for any absence from duty for which sick leave is requested, regardless of the length of such absence. Unless sick leave has been granted pursuant to prior request an employee must, as soon as possible on the day of absence from duty, inform his/her immediate supervisor that he/she will not be reporting for work that day due to sickness, injury or disability.

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- c. Supervisors shall keep accurate and complete records of all absences from duty by employees under their supervision, and of all reports of illness and request for sick leave by those employees. Any employee, who knowingly falsifies request for sick leave to be process, shall be subject to suspension or dismissal.
  - d. Proof of sickness for absence of two (2) or more consecutive days, or absence of the day immediately preceding or immediately following any weekend or legal holiday, shall include a certificate from a practicing licensed physician indicating the nature of the illness and certifying that the employee was incapacitated for work.
  - e. Proof of sickness for absence of less than two (2) days shall be by signed statement of the employee and shall state specifically the nature of the illness which incapacitated the employee for work; provided, however, that additional reasonable proof of incapacity to work, including, certificate from a practicing licensed physician, may also be required by a department or agency head in individual cases.
  - f. Whenever any employee has been granted sick leave pursuant to this Section for four (4) or more days, consecutive or non-consecutive, in any given fiscal year, proof of sickness for each instance of any further absence from work of any duration during the same fiscal year shall include a certificate from a practicing physician indicating the nature of the illness and certifying the employee was incapacitated from work.
  - g. An absence from duty of any employee whose request for sick leave is denied under this Section shall be charged to annual leave or leave without pay, at the option of the employee.
- C. When required by serious disability or ailments, up to thirty (30) days sick leave may be advanced upon approval by the Commissioner or head of an agency.

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D. Sick leave which is not used by an employee accumulates for use in succeeding years.

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

**Temporary employees**, except those engaged in construction work at hourly rates, are entitled to sick leave which accrues at the rate of one-fourth ( $\frac{1}{4}$ ) day for each week upon certification as provided in section 583 of the V.I. Code.

#### Section 4: Jury Duty

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

#### Section 5: Bereavement Leave

An employee who suffers the death of his or her spouse, parents, children, grandparents, grandchildren, brother(s) and sisters or spouse's parent or legal guardian shall be entitled to four (4) days administrative leave with pay. A legal guardian shall be so noted in the employee's official personnel record.

#### Section 6: Military Leave

Employees who are members of an active reserve unit of any branch of the armed services of the United States, shall in addition to any accrued leave be entitled to administrative leave with pay for time spent in mandatory attendance at annual reserve summer training encampment, and at regular drills and training sessions conducted throughout the year.

#### Section 7: Maternity Leave

A. Within thirty (30) days after pregnancy is confirmed, an employee must provide to the Employer a medical certificate indicating (1) the date on which it is expected she will no



longer be physically able to perform her regular duties; and (2) that it is expected that she can work until that date without risking injury to herself or the health of her unborn child.

At such time as the employee desires to go on maternity leave, she shall (except in cases of emergency) apply for said leave not less than two (2) payroll periods prior to her intended departure date. In no event shall an employee apply for such leave later than two (2) payroll periods prior to the date shown on the latest medical certificate to be the date past when she may not work without risking injury

to herself or the unborn child. Upon application as provided above, the employee shall be granted maternity leave as hereinafter provided.

- B. To the extent available, an employee shall be permitted to charge any portion or all of her maternity leave to sick leave. Where an employee has exhausted all sick leave to which she might be entitled, the employee may charge her maternity leave to annual leave and thereafter to leave without pay.
- C. An employee on sick or annual leave pursuant to this section shall continue to accrue annual leave, sick leave and seniority. An employee on leave without pay pursuant to this section shall not accrue annual leave, sick leave or seniority.

#### Section 8: Leaves of Absence

- A. An employee, for good cause, shall be granted leave 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 leave of absence shall be for a limited time, not to exceed thirty (30) days, unless such period is enlarged or extended at the request of the employee and with the agreement of the Employer not to exceed one (1) year.
- C. Only employees who provide advance notification of absence from work shall be entitled

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to a leave of absence. Notification given at least ten (10) work days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

Section 9: Insurance

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

Section 10: Duty Connected Disability

Disability compensation shall be awarded in accordance with provision of Title 3, V.I. Code, §584 a,b,c,d.

Section 11: Miscellaneous Benefits

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

§641 "Payroll Deductions for Purchase of Bonds";

§642 "Withdrawal of Authorization to Purchase Bonds";

§643 "Service and Merit Awards";

§644 "Awards to Government Employees";

§645 "Appointment of Committee on Awards".

**ARTICLE VII**  
**UNION BUSINESS LEAVE**

**Section 1:**

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

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

**Section 2:**

Upon the written request of the Union, the Bureau 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, if the employee's absence will not unduly impair the Bureau's operation. At the conclusion of said leave, the employee shall have the right to return to his or her former position.

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**ARTICLE VIII**  
**SENIORITY AND LAYOFFS**

**Section 1: Seniority Defined**

Service Seniority is defined as an employee's length of continuous service with the Bureau of Corrections and the Department of Human Services-Youth Rehabilitation Center (YRC) or from his original date of hire or from the date of his return to the Bureau after a break in seniority as hereinafter defined in Section 8.

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

**Section 2: Probation**

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

**Section 3: Part-Time and Temporary Employees**

Part-time and temporary employees shall not accrue any seniority rights. A part-time employee is any employee who is regularly scheduled to work less than twenty (20) hours in a payroll week. A temporary employee is any employee who is hired or promoted for an indefinite period on a non-permanent basis not to exceed one (1) year or the duration of the leave of absence of the employee whose vacancy is being filled.

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#### Section 4: Applicability of Seniority

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

#### Section 5:

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

#### Section 6: Reductions in Work Force

##### A. Procedure

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

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

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he is permanently assigned to his new classification.

B. Notification of Lay-Off

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

C. Recall from Lay-Off

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

D. Classification Seniority List

Within thirty (30) days the Bureau shall furnish to the Union and post on the bulletin boards a full and complete list of all unit employees and their dates of hire and dates of service within their current job classifications; said list shall be referred to as the Seniority List.

The Union or any employee who questions the accuracy of the list may do so within thirty (30) days after the posting of said list on all bulletin boards, together with a copy of this section of the contract by filling a written grievance with the Employer specifying the alleged inaccuracy or inaccuracies. If no grievance is filed within the specified time limit,

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the list shall be for all purposes binding and conclusive as to the parties and employees. On or about the first day of March and September of each year the Employer shall furnish the Union with an up-to-date seniority list and the above mentioned objection procedure shall apply.

Section 7:

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

Section 8:

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

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

Section 9:

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

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**ARTICLE IX**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1:

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

Section 2:

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

Section 3: Procedures for Grievances Over Discharge, Suspension or Demotion

- A. Any grievance over a recommended discharge, suspension or demotion shall be filed with the Director of the Bureau of Corrections or the Commissioner of Human Services within five (5) working days after employee is notified of the date of the recommended discharge, suspension or demotion or the grievance will be invalid. If a grievance is filed within the time limit, a hearing with the Director of the Bureau of Corrections or the Commissioner of Human Services shall be conducted within fifteen (15) working days and a written recommendation shall be rendered within fifteen (15) working days after the hearing.
- B. If the Director of the Bureau of Corrections (BOC) or the Commissioner of Human Services or designee's final decision is not satisfactory, the Union may demand arbitration in accordance with Section 6 of this Article.
- C. Grievances covered by this section will be handled promptly.



#### Section 4: Union Grievances

**Step 1:** Union grievances disputing the interpretation or application of a particular provision of the Agreement by the Bureau or YRC which generally affects a large group of employees shall be filed by the Union with the Warden of the Bureau or the Administrator of YRC, not later than ten (10) working days after the date the Union learns or should have learned of the Bureau's or Human Services' disputed interpretation or application of the Agreement provision. Within fifteen (15) working days after the grievance is filed a meeting shall be held to discuss the grievance. Within fifteen (15) working days after this meeting the Warden of the Bureau or the Administrator of YRC, or designee shall advise the Union of the decision in writing.

**Step 2:** If the Warden of the Bureau's or the Administrator of YRC's decision is not acceptable to the Union, the Union may, within ten (10) working days after receiving the answer in Step 1, appeal the decision to the Director of the Bureau or the Commissioner of Human Services.

#### Section 5: Processing of Other Grievances

All other grievances under this Agreement except those in section 3 and 4 of this Article shall be promptly handled in the manner outlines in the following paragraphs:

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

**Step 2:** If the supervisor's decision is not acceptable to the employee, he or she, within five (5) working days after receiving the answer in Step 1, may appeal the decision by presenting a grievance in writing to the Warden or YRC's Chief Correction Officer on a form which sets

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forth the facts and circumstances of the alleged grievance, the part of this Agreement alleged to have been violated and the relief sought. The Warden or YRC's Chief Correction Officer or designee shall conduct a hearing within ten (10) working days of receipt of the written grievance. The employee shall have the right to present the grievance or to have the Union present the grievance on the employee's behalf through the Shop Steward or other Union official. Within ten (10) working days after the hearing, the Warden or Chief Correction Officer shall render a decision on the grievance and shall advise the Union Representative, the Shop Steward and the employee of his decision in writing.

**Step 3:** If the decision in Step 2 above is not satisfactory to the Union, the Union within ten (10) days may appeal the decision to the Director of the Bureau of Corrections or the Superintendent of YRC or their designee who shall conduct a hearing within ten (10) working days and render a decision, in writing, within ten (10) days after the hearing.

**Step 4:** If the decision in Step 3 is not satisfactory to the Union, the Union may within ten (10) working days appeal the decision of the Director or Superintendent of the YRC, to the Director of the Bureau of Corrections or the Commissioner of Human Services or their designee. The Director of the Bureau of Corrections or the Commissioner of Human Services or designee may render a decision with or without further hearing or arguments within fifteen (15) days provided, however, that the designee shall not have been a part of the previous steps.

#### Section 6: Demand for Arbitration and Selection of Arbitrators

If the final answer in Step 3 above and/or section 3B and 4 are not satisfactory to the Union, within ten (10) working days after delivery of the final decision the Union may file with the Director of BOC or the Commissioner of Human Services a written demand for arbitration signed by a Union Representative. When a demand for Arbitration has been presented, the parties shall informally attempt to select an impartial arbitrator. Either party may request the Public Employees Relations Board (PERB) of the Government of the Virgin Islands to supply both parties with a panel of five (5) impartial arbitrators. If the parties do not agree to allow PERB to provide a list of arbitrators, then

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they shall jointly request the Federal Mediation and Conciliation Service to provide them with a panel of five (5) impartial arbitrators. Either party within five (5) working days of receipt of the list shall have the right to reject one entire list and request the submission of another panel. Thereafter, the Union shall make the first strike of a name and the Director of BOC or the Commissioner of Human Services shall then strike a name, until the name of the person last appearing on the list shall be designated as the arbitrator and his appointment shall be binding on both parties.

Section 7: Date and Time of Hearing

The Arbitrator will set a date and time for the hearing of the case and must notify the parties, not less than ten (10) working days in advance of said hearing date, unless the parties, in mutual agreement, waive said notice in writing or modify the terms.

Section 8: Authority of the Arbitrator

The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the express provisions of this Agreement and shall not have authority to add to, detract from, or alter its provisions in any way.

Section 9: Effect of Arbitration Award

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

Section 10: Arbitration Expense

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

#### Section 11: Time Limits

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

If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of on the final decision of the Director of BOC or the Commissioner of Human Services or designee. The Union may withdraw a grievance at any step in this procedure by notifying the Commissioner of Human Services in writing. If the Departments fail to process their response to a grievance within the time limits provided, the Union shall have the right of appeal provided said right of appeal is made within ten (10) working days.

#### Section 12: Definition of Working Day

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

#### Section 13:

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

#### Section 14:

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.

**ARTICLE X**  
**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 4 hereof, disciplinary action shall not be implemented and made part of employee's permanent personnel record until the employee shall have first been notified of the proposed disciplinary action.

**Section 3: Preliminary Investigation**

A. The employee under internal investigation prior to filing of charges shall have present during the period of interrogation a union representative or shop steward.

1. The Shop Steward shall be excused for a sufficient period of time necessary to assist the employee who has requested his presence. The employee shall be given a reasonable opportunity to notify the Shop Steward or Union Representative, but the period of interrogation shall not be delayed for more than five (5) consecutive days.
2. Such Shop Steward or Union representative having the right to be present during the period of interrogation shall be permitted to interrupt the interrogation for the purpose of advising and/or conferring with the employee concerned.
3. Such Shop Steward or Union representative shall have the right to make a closing statement.

B. The Union shall represent the employee at any hearing held following the filing of charges

against the employee. The Union shall be notified of such hearing in writing no less than five (5) working days prior to the date of the hearing.

- C. There shall be a fifty-five (55) working day limitation period within which the Bureau or the YRC must initiate and file disciplinary charges against any employee covered by this Agreement. The filing of charges shall be considered the serving of a notice of charges and specifications upon the employee and the Union. The fifty-five (55) working day period shall commence from the date the alleged violation was committed or becomes known or should have become known to the Bureau, or YRC, however, the fifty-five (55) working days limitation will be applicable only when the allegations do not warrant investigation outside the jurisdiction of the Bureau of Corrections or the Department of Human Services-Youth Rehabilitation Center (YRC). A final decision as to whether or not the alleged violations were committed by the employee and punishment, if any, shall be made within fifteen (15) working days after the disciplinary hearing is concluded.
- D. An employee required to attend a hearing on his time off shall be paid at his regular rate for such time.

#### Section 4: Misconduct Warranting Immediate Disciplinary Action

The Director of the Bureau of Corrections (BOC) or the Commissioner of Human Services or designee, shall have the right to immediately discipline an employee, up to and including discharge, for the commission of one of the following offenses:

- A. Theft; embezzlement or dishonesty;
- B. Fighting;
- C. Illegal gambling and/or gambling on the job.
- D. Consumption of alcoholic beverages during working hours; reporting for work intoxicated;
- E. Sale, purchase or illegal use of narcotics or other forbidden drugs;
- F. Deliberate destruction or removal of the Department's property, or that of another

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employee;

- G. Giving or taking a bribe of any kind;
- H. Gross insubordination;
- I. Fraternizing or engaging in sexual contact with an inmate;
- J. Aiding or allowing by neglect or otherwise, in the escape of an inmate;
- K. Commission of any criminal act;
- L. Commission of a felony or of a crime of moral turpitude as determined by the Director of the Bureau of Correction (BOC) or the Commissioner of Human Services;
- M. Reference is made to the Bureau of Corrections or the Department of Human Services- Youth Rehabilitation Center (YRC) Rules and Regulations Disciplinary Code 4503 (d)-11

The foregoing enumeration of causes for discipline is by way of illustration and shall not be deemed to exclude the Departments' right to immediately discipline an employee, up to and including discharge, for any conduct which constitutes a serious and immediate threat to the safety, welfare, life and property of the employer, the public or fellow employees. Where the Departments determine to discharge an employee for a cause not hereinabove enumerated, the Departments shall have the right to suspend said employee with pay pending the processing of a grievance, if any, through the Grievance and Arbitration procedure contained in Article IX.

#### Section 5: Removal from Payroll on Discharge and Suspension

- A. In the case of discharge of an employee, he shall be removed from the payroll effective the date of discharge provided that if a grievance challenging the discharge is filed and is upheld by the Arbitrator, an arbitration award restoring the grievant to employment shall be immediately complied with by the Employer whether or not further proceedings in the nature of an appeal are instituted by the Employer, pending the outcome of such proceedings.
- B. In the case of suspension of an employee, he shall be removed from the payroll effective the date of suspension when the offense charged is criminal in nature, and/or for any of

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the offenses enumerated in Section 4 above. In all other cases the suspended employee shall not be removed from the payroll pending the outcome of any grievance that may be filed.

Section 6: Complaint Confrontation

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 Departments without an investigation of the complaint. Copies of notice of discharge, suspension and disciplinary action taken or to be taken against an employee shall be sent to the Union office.

Section 7:

Copies of notice of discharge, suspension and disciplinary action taken or to be taken against an employee shall be sent to the Union office.

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**ARTICLE XI**  
**EMPLOYEE PERSONNEL RECORD**

**Section 1:**

Any insertions of a negative nature in an employee's personnel record maintained by the Employer shall be made known to the affected employee and shall be made known to the Union within five (5) working days of its insertion. Any response submitted by the employee or the Union shall also become part of the Employee's personnel record.

**Section 2:**

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

**Section 3:**

A copy of each NOPA shall be sent to the Union at the Union's address at 201-3A Altona and Weldgunst, Suite 101, P.O. Box 2130, St. Thomas, Virgin Islands 00802 within five (5) working days from the day it is presented to the employee.

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**ARTICLE XII**  
**HEALTH, SAFETY AND SANITATION**

**Section 1: Safety Rules**

The Employer will comply with all Occupational Safety and Health Administration (OSHA) requirements and will make reasonable provisions for the health, safety and sanitary working conditions of its employees during the hours of their employment. The Employer will investigate and make every reasonable effort to correct any unsafe, unhealthy or unsanitary conditions reported to it by the Union or the employees and will give consideration to any recommendations made by the Union in respect thereto. All employees will follow the employer's health, safety and sanitation rules, including those on the wearing and use of safety equipment and proper work clothing.

**Section 2: Injuries**

- A. An employee injured on the job shall be paid for the remainder of his work day if he is unable to work because he is taken to the hospital or a physician and is unable to return to work that day.
- B. In the event of a bona fide work related medical emergency, use of the Employer's vehicle by a qualified operator for the purpose of seeking medical attention for the injured employee shall be immediately reported to the personnel office, by the operator of the vehicle.
- C. Any employee injured in any way or involved in any accident involving damage to the Department's property or the property of any third person, shall immediately report the accident or injury to his supervisor or the personnel office. If required by the Employer, the employee shall supply all information within his knowledge concerning the accident, including names and addresses of witnesses to any accidents, and the details of any injury. Failure to comply with this provision may subject such employee to disciplinary action by the Department as circumstances warrant.

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### Section 3: Safety Equipment

Necessary protective devices to protect employees from injury and contamination shall be furnished by the Employer at no cost to the employee in accordance with OSHA requirements. Any employee supplied with devices pursuant to this section shall bear the cost of its replacement or repair if lost or damaged by the employee's abuse or negligence.

### Section 4: First Aid Facilities

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

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**ARTICLE XIII**  
**UNION REPRESENTATIVES & SHOP STEWARDS ACTIVITIES**

**Section 1: Shop Stewards**

The Employer shall recognize two (2) Chief Shop Stewards, one (1) for St. Thomas/St. John and one (1) for St. Croix. Additionally, the Employer recognizes one (1) Shop Steward and alternate Shop Steward for each institution. In the absence of a Chief Shop Steward, the respective Shop Steward shall be in charge. In the absence of a Shop Steward, the alternate Shop Steward shall be in charge. The Chief Shop Stewards and Shop Stewards shall participate in investigation, processing, adjustment and disposal of grievances. These Shop Stewards shall suffer no loss of pay for work time spent in 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 the employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union, as defined in Section 2 of this Article.

**Section 4: Access**

Officers or representatives of the Union and its affiliates shall be granted admission to the Employer's facilities with prior notification, except cases of emergency, at reasonable times during working hours, and at times which will not unduly disrupt operations for the purpose of investigation, adjusting and discussing grievances, complaints, disputes and other matters pertaining

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to this Agreement. Union representatives shall comply with all applicable Bureau safety rules.

Section 5: Telephones

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.

Section 6: Contract Negotiations

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

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**ARTICLE XIV**  
**NO DISCRIMINATION**

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

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

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**ARTICLE XV**  
**IN-SERVICE EDUCATION**

**Section 1:**

The Employer recognizes the need to provide training and professional development to its employees. Each employee recognizes the importance of maintaining performance standards, particularly those relating to physical fitness and firearms proficiency.

Therefore, commencing October 1, 2009, the Employer agrees to create and implements and in-service training program, at no cost to the employee. Each year, as part of this training program, each employee covered by this Agreement shall receive a minimum of forty (40) hours of in-service training which may include, but not necessarily be limited to the following:

1. Firearms qualification;
2. Self-defense training
3. Physical Fitness training
4. Constitutional Criminal Law and Procedure, including peace officer training
5. CPR and First Aid Certification;
6. Institutional Policies, Regulations and Operations; and/or
7. Custody and Security Procedures, including the transport of prisoners.

All employees who receive training must meet biennial firearm qualifications by October 1, 2012. The failure to meet firearm qualifications may subject an employee to disciplinary action, including demotion, suspension from duty and/or termination.

All employees who receive physical fitness training must meet annual physical fitness performances standards (which take into consideration age and gender) set by the Employer by October 1, 2012. On a first failure to meet such standards, the employee shall be granted a warning and a 6 month opportunity to conform. On a second consecutive failure to meet such standards, the employee may be subject to disciplinary action, including demotion, suspension from duty, and/or termination.

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All training and performance standards to be enforced by the Employer shall be provided to employees and the Union prior to implementation of same.

Section 2:

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

- A. personal illness;
- B. illness or death in the immediate members of the family;
- C. vacation; or
- D. other legitimate reasons or absence which had been mutually agreed to in advance between the Agency and the employee.

Section 3:

If the workshop or conference is held outside the Department, but during an employee's regular working hours, employees will be paid at his regular rate of pay.

Section 4:

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

Section 5:

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

Section 6:

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

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#### Section 7: Tuition Reimbursement Program

In an effort to encourage employees to further their education in areas of study relating to their field of employment, the Bureau and YRC will, subject to the availability of funds therefor, establish and maintain a tuition reimbursement program for full-time employees meeting the following criteria:

- A. The course(s) of study to be taken by the employees must relate to the employee's field of employment as exclusively determined by the Bureau and YRC.
- B. The course(s) must be taken at an accredited educational institution.
- C. If the course is offered at more than one scheduled time, the employee must choose the class schedule which will least conflict with the employee's regular work schedule. If the employee is unable to obtain a class schedule which does not conflict with his work schedule, the Bureau and YRC will release the employee from work for that period of time reasonably necessary to attend class; provided, however, that said release does not unduly disrupt the Bureau's and YRC's regular scheduling and performance of work.
- D. The employee will be released from work only after he has received approval of the course from the Bureau or YRC and have presented evidence of his enrollment in the course to the Bureau or YRC.
- E. Upon submission of evidence of enrollment and satisfactory completion of the course with a grade of *C or better*, the Bureau or YRC will reimburse to the employee the cost of tuition and fees, including books and similar course materials, not to exceed \$300.00 per academic year. However the Bureau and YRC Head may grant, in his discretion, additional reimbursement in appropriate cases.

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**ARTICLE XVI**  
**EDUCATION AND TRAINING**

**Study Leave Program**

- A. Leave of absence for study with pay may be granted to an employee to improve his knowledge and skills in an appropriate field of study. Such leave shall not exceed twelve (12) calendar months subject to an extension for like period provided no other employee has applied for such leave. Application for study leave shall be submitted sixty (60) days prior to January and/or August, and notification of grant or denial of the application shall be made within thirty (30) days of receipt.
- B. An application for study leave must be in writing and contain the following information: years in service in V.I. Government; period of leave sought; institution where study is to be pursued; plan of study and goal sought to be achieved. Applicant must have at least three (3) years continuing service in the Departments immediately prior to the date of application in order to be eligible.
- C. An applicant granted study leave with pay shall be obliged to submit interim academic progress reports signed by an academic advisor or his designee, and a final certificate of satisfactory completion of the study program. Failure to report satisfactory interim progress or final completion may be cause for a withdrawal of leave status in whole or in part.
- D. An employee granted study leave is required to perform at least two (2) years service with the Departments following termination of such leave. If the employee resigns prior to the expiration of said two year period the Employer may offset pro-rata the cost of the years pay against any cumulative annual leave payment which may become due to the employee.

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**ARTICLE XVII**  
**PROMOTIONS, DEMOTIONS AND TRANSFERS**

Section 1:

Promotion is hereby defined as a move from a lower job classification to a higher job classification. Provided funding is available, the Employer shall make every effort to fill job vacancies from within the Bureau/YRC before hiring new employees in accordance with Article I, "Recognition", provided employees are available with the necessary qualification to fill the vacant position.

Section 2:

Notice of all job vacancies shall be posted on all bulletin boards of the Bureau/YRC. This notice will remain on the bulletin board for five (5) working days and include Job Title, Labor Grade and brief description of Job Duties including qualification and necessary skills. Only those employees who submit applications during the five (5) day period will be considered for the job and will be permitted to file a grievance against the final decision.

Section 3:

Promotions shall be made on the basis of seniority and qualification. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee who is promoted shall be placed in the higher rated job for a trial period of up to six (6) months. In the event the employee does not successfully pass the trial period, such employee shall be returned to his former position without any loss of seniority.

Section 4:

Temporary assignment of employees made solely for the convenience of the Bureau to replace an employee who is on a paid or unpaid leave of absence may last for the duration of such leave of absence. Temporary assignment to fill a permanent vacancy on an interim basis shall last for a period of not longer than six (6) payroll periods.

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Section 5:

In the event of a temporary assignment to higher classification to fill a permanent vacancy, the Employer shall compensate the employee at his regular rate of pay plus 10% from the first day of said assignment.

If an employee is assigned to a higher classification to replace an employee on a paid or unpaid leave of absence solely for the convenience of the Department, the Employer shall compensate the employee at his regular rate of pay plus 10% if the assignment is for more than one (1) payroll period.

In no event shall an employee be assigned in a higher classification for more than two (2) pay periods within a month.

The Employer agrees not to use this Section to avoid the promotion of qualified employees to fill all permanent vacancies.

Section 6:

In the event of a transfer to a lower classification made solely for the convenience of the Bureau and YRC the employee shall be paid at his regular rate of pay.

Section 7:

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

Section 8:

An officer to be permanently transferred to another installation or facility will be given at least one (1) week written notice in advance of the date and time to report to the facility, except in cases of emergency.

## ARTICLE XVIII

### SALARY

#### Section 1: Salary Schedule and Application

The salary schedule and effective dates thereof shall be those set forth in Appendix "A" of this Agreement.

#### Section 2: Pay Plan

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

#### Section 3: Holiday Pay

- A. When a holiday falls during the work week of a non-shift employee he shall be paid eight (8) hours pay for the holiday at his regular base rate of pay.
- B. If a shift employee is required to work on a holiday including a Saturday holiday he shall be compensated at two times his regular base rate of pay for all work within a twenty-four hour holiday period. This provision is to become effective January 1, 1990. Shift employees regularly assigned to work on Sunday shall not receive holiday pay for work on those days.
- C. If a paid holiday falls on an employee's scheduled day off he shall receive eight (8) hours time off in lieu thereof, except when the holiday falls on a Saturday. Time off shall be requested at least five (5) working days in advance. If the time is not granted within the thirty days (30) after the occurrence the employee shall be compensated in cash. The Department shall within the next payroll period prepare and forward the necessary documents to effectuate the payment, a copy of the documents shall be provided to the affected employee. This provision shall become operative upon the approval by the

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Governor.

Section 4: Call-Back Pay

In the case where an employee is called back to perform work after leaving his regular tour of duty, or is called back during his scheduled time off, he shall be paid at the rate of one and one half (1½) times his regular base rate of pay with a guarantee of a minimum of two (2) hours pay. If an employee is called back to work on a holiday or from vacation, said employee shall be paid at the rate of two (2) times his regular base rate of pay. Pay under this provision is to be distinguished from pay for scheduled work performed on a holiday.

Section 5: Pay Differentials

- A. The provisions of 3 V.I.C. § 559 (b) and (c) are hereby incorporated into this Agreement and shall apply to unit employees. These provisions are as follows:

All employees, other than physicians, whose duties require his physical presence on duty in the tuberculosis or neuropsychiatric units of government hospitals, shall be paid a differential of fifteen percent (15%) of his base compensation, in addition to his base compensation, for any shift of eight (8) hours or more during which he was assigned to such unit and for any period of annual or sick leave immediately preceded and followed by assignment to such unit. An employee who is assigned to regular night duty, that is, regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid differential at the following rates:

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

Section 6: Emergency Response Team

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The BOC/YRC emergency response team shall receive a stipend in the amount of \$2000.00, depending on time served on the team for the year, as follows:

1 Qtr (3 months)	\$500
2 Qtrs. (2 <sup>nd</sup> 3 months, or six months total for calendar year)	\$1000
3 Qtrs. (3 <sup>rd</sup> 3 months, or nine months total for calendar year)	\$1500
4 Qtrs. (4 <sup>th</sup> 3 months, or 12 months total for calendar year)	\$2000

Compensation for any part of a quarter shall be applied on a pro rata basis.

It is recognized that designation to the emergency response team remains within the discretion of the Warden (with the consent of the Director). Further, payments of the aforementioned stipend is intended to compensate members of the team for routine training exercises and readiness for emergency situations such as rioting or cell extraction.

This provision becomes operative on January 1, 2011.

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**ARTICLE XIX**  
**LABOR-MANAGEMENT COMMITTEE**

Section 1:

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

Section 2:

An equal number of Union and Employer representatives will attend the scheduled meetings. Union representatives, who are also employees will suffer no loss of pay for time spent in attendance at such meetings held during work time. The 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; recommendations concerning conditions affecting the health and safety of the employees. It is expressly agreed that individual grievances will not be discussed during Committee hearings.



**ARTICLE XX**  
**SPECIAL PROVISIONS**

**Section 1: Employee Rights**

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

**Section 2: No individual Contracts**

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

**Section 3: No Discharge Without Just Cause**

No employee shall be disciplined without just cause.

**Section 4: Rest Room Facilities**

Lavatories, showers, towels, soaps, lockers and changing facilities properly ventilated shall be provided by the Employer at no cost to the employees in all categories.

**Section 5: Personal Periods**

- A. Except for shift employees, an employee shall be allowed two (2) fifteen minute personal periods. Each of these periods will be paid time. Said employees will also be allowed a specified amount of unpaid time off for lunch, which in no event shall be less than thirty (30) minutes nor more than sixty (60) minutes.
- B. Shift employees shall not have scheduled personal or lunch periods, but shall be continuously on-duty for the eight hour shift. These employees, consistent with good operations, will be permitted reasonable time for necessary personal or meal time. The Employer will provide a suitable area for consumption of meals.

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- C. A shift employee shall be at his work station ready to work at his starting time at the beginning of his shift and shall remain at his work station until the completion of his shift or until he has been properly relieved. In no event shall a shift employee be required to work longer than sixteen (16) continuous hours without his consent.
- D. If at the conclusion of his shift, an employee is required to remain on duty to work a second shift, he shall be provided a meal by the Employer. If the employer does not provide a meal, the employee will be granted sixty (60) minutes to obtain said meal.

Section 6: Employer's Meetings

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

Section 7: Union Shop Stewards' Meetings

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

Section 8: Expenses for Off-Islands 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 9: Advance Notification for Off-Islands Assignments

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

#### Section 10: Notification to Exposure to Disease

The Employer shall, by memorandum, notify those employees who may be exposed to any type of infectious or contagious disease that passes through the institution as soon as possible.

#### Section 11: Job Description

An employee shall receive a job description for his classification. Such job description shall indicate the duties and responsibilities of the classification.

Any change in a job description shall not be effective without prior notification to the affected employee and the Union. An employee shall not be assigned duties outside of his respective job classification.

#### Section 12: Responsibility for Equipment

An employee shall be responsible for all equipment signed out to that employee, including the institution's keys. In the event said employee is required to leave the institution for whatever reason, he shall receive a receipt for said equipment when turned in.

#### Section 13: Use of an Employee's Personal Car

Use of an employee's personal car in the performance of the Employer's work at the request of the Employer shall be reimbursed in accordance with the current Executive Order governing such use.

#### Section 14: Physical Examinations

Physical examinations shall be provided as follows:

Each employee covered under this agreement shall receive an annual physical examination.

A. Physical examinations shall include the following:

1. a Skin test for TB;
2. a Chest x-ray;
3. Serology, CBC and urinalysis

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4. Immunization
  5. Drug tests
  6. Communicable diseases
  7. All other tests and procedures the examining physician may deem necessary to certify the employee as fit for duty.
- B. The Government shall assume the costs of the physical examination, tests and procedures, including any insurance deductibles and out of pocket expenses not covered by the Government procured and provided medical and health insurance coverage.
- C. Any employee who wishes to have the annual physical examination performed by his personal physician may do so, but at his own expense; and provided that a copy of his health record, including the results of any procedures and testing, be made available to the Employer and for the employee's personnel (health) files.
- D. The employer agrees that all medical information shall be regarded as confidential, and shall be used solely for legitimate and business-related purposes.
- E. The Employer shall retain all health records of employees; including up-to-date health cards.

Section 15:

The Bureau shall provide properly cooled drinking water in convenient locations for all unit employees.

Section 16:

In the event an employee has an assignment which exposes him to danger beyond the normal hazards associated with correction work, he shall have the right to request the Shift Supervisor to investigate the matter forthwith or as soon as possible.

Section 17: Vehicle Maintenance

All vehicles shall be serviced at least every three (3) months on a rotating basis by the

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Employer. A check list shall be made available to the employee upon request, indicating the type of service done to the vehicle.

Section 18: Vehicle Report

The employee shall report all improper and unsafe conditions of such vehicle in writing immediately upon realizing the problem to his/her supervisor.

Section 19

The Employer agrees to maintain all vehicles in its fleet in a safe and sanitary working condition.

Section 20:

The employer may provide psychological counseling services to employees who are injured on the job at no cost to the employee, provided that the counselor is selected by the employer.

Section 21:

The employer may provide counseling service to employees who are injured on the job at no cost to the employee, provided that the counselor is selected by the employer.

**ARTICLE XXI**  
**UNIFORMS, BADGES, I.D. CARDS**

**Section 1: Uniforms Required**

Each unit employee shall be required to wear a full uniform while on duty within the Territory.

**Section 2: Uniforms**

Every three (3) years, each unit employee shall be provided, at the expense of the Employer the following:

A. 7 shirts and patches

4 pants

2 hats

1 dress uniform

In addition, each unit employee shall be issued, at the expense of the Employer, a badge and an I.D. card. Each unit employee assigned to farm work shall be issued work shoes.

B. Members of the unit shall receive \$200.00 per annum for maintenance of uniforms, payable in two installments of \$100.00 each.

**Section 3: Replacements**

After initial issue, uniforms shall be replaced, at the expense of the Employer, provided, an employee supplied with uniforms pursuant to this Article shall bear the cost of replacement or repair if lost or damaged by employee's abuse or negligence.

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**ARTICLE XXII**  
**CORRECTION OFFICER CAREER INCENTIVE PROGRAM**

**Section 1: Statutory Provisions**

The provisions of 3 V.I.C. § 570, as it appears now and amended from time to time are hereby incorporated into this Agreement and shall apply to unit employees. These provisions are as follows:

- A. There is hereby established a career incentive program offering pay differentials to classified employees in the Bureau of Corrections and the Department of Human Services-Youth Rehabilitation Center (YRC) as a reward for furthering their education in the field of corrections work.
- B. Each classified employee in the Bureau of Corrections or (YRC) shall be eligible to receive a pay differential equal to a percentage of his base compensation in accordance with the following schedule:
  - 1. A three (3%) percent increase for ten (10) semester hour credits or its equivalent in quarter units earned toward a baccalaureate or associate degree;
  - 2. A six (6%) percent increase for twenty-five (25) semester hour credits or its equivalent in quarter units earned toward a baccalaureate or an associate degree;
  - 3. A ten (10%) percent increase for forty (40) semester hour credits or its equivalent in quarter units earned toward a baccalaureate or an associate degree;
  - 4. A fifteen (15%) percent increase for an associate degree;
  - 5. A twenty (20%) percent increase for a baccalaureate degree;
  - 6. A twenty-five (25%) percent increase for a postgraduate degree.
- C. All credits and degrees shall be earned in an accredited educational institution. Courses taken for credit to qualify for pay differentials under the provisions of this section must be approved in advance by the Director of the Bureau of Corrections, the Superintendent of YRC and the Director of Personnel. Such courses shall be in fields which are related to

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the performance by the employee of present or possible future official duties with the Bureau of Corrections Administration and the Youth Rehabilitation Center in order to increase the knowledge, proficiency, ability, skill and qualification of the employee in the performance of his official duties.

- D. The pay differentials authorized by this section shall be added to the basic compensation of employees effective for the first pay period following receipt and verification of official transcripts by the Director of Personnel. Employees shall be responsible for transmittal of transcripts to the Director of Personnel.
- E. The Director of Personnel may issue, with the concurrence of the Director of the Bureau of Corrections, and the Superintendent of YRC, rules and regulations necessary for the proper administration of the provisions of this section.

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## ARTICLE XXIII

### FIREARMS

#### Section 1:

Only qualified non-probationary employees shall be permitted to carry a firearm either off-duty or while engaged in official duties. Qualified employees may obtain a "Firearms Permit" from the Virgin Islands Police Department (VIPD), via a "Notice of Qualification" signed by the Director of the Bureau of Corrections or Commissioner of Human Services. A probationary employee who has been employed a minimum of six (6) months and has received a satisfactory rating and necessary training may request from the Warden or YRC's Administrator a "Notice of Qualification". Upon making this request, the Director or Commissioner of Human Services shall ascertain that all necessary information relative to the probationary employee has been received and documented. Said Director and Administrator may then forward the employee's name to the Virgin Islands Police Department (VIPD) as an officer qualified to carry an off-duty firearm. In no event shall permission to obtain an off-duty firearm permit be withheld past nine (9) months from the date of employment, providing the requirements of this section have been met.

#### Section 2:

Qualification for a permit shall be the responsibility of the employee, who will receive training upon request from a "Licensed Firearms Instructor" for the Bureau of Corrections and the Department and YRC on a scheduled basis. Firearms training will be considered an official assignment and time spent shall be compensated by the Bureau or YRC. A qualified employee shall re-qualify once each calendar year or sooner if deemed necessary.

#### Section 3:

Upon completion of training, and if qualified, an official record shall be kept and maintained in the employee's file and a "Notice of Qualification" shall be forwarded to the Department of Public Safety from the Bureau. This "Notice of Qualification" shall be an official acknowledgment by the Bureau or YRC that the named employee has successfully completed training and may obtain a firearm for off-duty use.

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Section 4:

Personal firearms **shall not** be utilized for official business. In all assignments that require the employee to be armed a department or other official weapon shall be issued.

Section 5:

A record of each employee's personal off-duty firearms shall be kept on file at the institution assigned to as a safeguard against charges of unauthorized possession.

Section 6:

If for good reason permission to possess a firearm on or off-duty is rescinded by the Bureau or YRC, this information shall be forwarded to the Virgin Islands Police Department (VIPD). Denial of a firearm to an employee for official business does not preclude his possession of an off-duty firearm duly licensed and registered by the Virgin Islands Police Department (VIPD) except that said firearm shall not be brought to his place of work if action has been taken pursuant to this section.

Section 7:

All memoranda and orders issued by the Bureau, YRC or the Virgin Islands Police Department (VIPD) pertinent to the safeguarding and use of firearms by employees are to be complied with. The Bureau of Corrections and YRC reserve the right to inspect all departmental and personal firearms for serviceability at least once each calendar year.

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## ARTICLE XXIV

### THE HOSPITAL

In the event that unit employees are assigned to guard prisoners at the hospital, then the following rules shall be observed by the Employer:

1. Visiting Hours: Visiting hours for such prisoners shall be at times set by the Bureau. Not more than two (2) visitors per inmate at one time.
2. Conditions of Visits: The unit employee guarding a prisoner or prisoners in the hospital shall be entitled to remain present in the room in which the prisoner is being visited by visitors.
3. Number of Employees: There shall be assigned to such duty, at any one time, as many unit employees as are necessary to enable them to perform their duty in reasonable safety and with reasonable efficiency, as well as to enjoy the lunch periods and other breaks to which they are entitled under this Agreement.
4. Meals: Unit employees assigned to guard prisoners at the hospital shall have the same rights to meal periods, under this Agreement, as all other unit employees.
5. Equipment: Each unit employee assigned to guard prisoners at the hospital shall be provided with a radio signal when available and leg iron for the prisoners.
6. Relief: Each unit employee assigned to guard prisoners at the hospital shall be relieved from such duty after no more than eight (8) hours in a twenty-four (24) hour period.

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**ARTICLE XXV**  
**DETENTION AND TRANSPORTATION OF PRISONERS**

**Section 1: Prisoners Working Outside Their Cells**

If a unit employee is assigned to guard prisoners working outside their cells, there shall be assigned to such duty, at any one time, as many unit employees as are necessary to enable them to perform their duty in reasonable safety and with reasonable efficiency.

**Section 2: Separation**

In the dormitories, detainees shall be separated from sentenced prisoners.

**Section 3: Equipment**

The Employer shall endeavor to provide each unit employee with a beep signal. Each dormitory shall be provided by the Employer with a two-way radio set or a working telephone. Each yard patrol employee and each perimeter patrol employee shall be provided by the Employer with a two-way radio set when available.

**Section 4: The Grounds, Entrance Tower, Armory Depot, Officers Quarters**

The entrance towers at Check Point Charlie shall be provided by the Employer with cover from sun and weather. The Employer shall install in both towers and check points adequate bathroom facilities and drinking water. Communications systems shall be provided by the Employer to facilitate communications between the said towers and the central office. An armory depot shall be established by the Employer with adequate security and drinking water and provided therein for the unit employees, by the Employer, at the Employer's expense.

**Section 5: Transporting a Prisoner**

Employees transporting prisoners outside the Virgin Islands shall be paid per diem and transportation expenses, including taxi fare as provided by executive Order. The Director, or the Superintendent of YRC in their discretion, may advance such sum as he may deem reasonable. All

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expenses for reimbursement shall be supported by voucher. In case no advance is forthcoming, an employee shall not be required to transport a prisoner outside the Virgin Islands.

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**ARTICLE XXVI**  
**NO STRIKES OR LOCKOUTS**

Section 1: No Strikes - No Lockouts

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

Section 2: Affirmative Action

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

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**ARTICLE XXVII**  
**SAVINGS CLAUSE**

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

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**ARTICLE XXVIII**  
**DURATION AND BINDING EFFECT**

Section 1:

This Agreement shall become operative at 12:01 a.m. of the (1st) day of October 1, 2009 and shall expire at midnight of the thirtieth (30) day of September 30, 2014.

Section 2:

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

Section 3:

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

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of October, \_\_\_\_\_.

**GOVERNMENT OF THE VIRGIN ISLANDS**

BY:   
Dr. Valdemar A. Hill, Jr.  
Chief Negotiator

3/12/13  
Date:

**SEAFARERS INTERNATIONAL UNION**

BY:   
Mr. Eugene Irish  
Vice President

3/12/13  
Date:

**NEGOTIATING COMMITTEE**

  
Allen Nibbs

03-21-2013  
Date:

  
Helena Prince

3-22-2013  
Date:

  
Veda May Edwards

3/22/13  
Date:

  
Russell Newton

3-19-13  
Date:

**APPROVED:**

  
Honorable John P. deJongh, Jr.  
Governor of the Virgin Islands

6/26/13  
Date:

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# SIU- CORRECTION OFFICERS PAY PLAN (SCHEDULE A)

		5%	2%	2%	2%	2%	3%	3%	3%	3%	3%	3%	
	1	2	3	4	5	6	7	8	9	10	11	12	
CU1	30,000	31,500	32,130	32,773	33,428	34,097	35,120	36,173	37,258	38,376	39,527	40,713	
	3%	3%	3%	3%	3%	3%	3%	3%	2%	2%	1%	1%	1%
	13	14	15	16	17	18	19	20	21	22	23	24	25
CU1	41,935	43,192	44,488	45,823	47,198	48,614	50,072	51,574	52,606	53,658	54,194	54,736	55,284

Val-  
DR. VALDEMAR A. HILL, JR.

CHIEF NEGOTIATOR

John P. DeJongh  
HONORABLE GOVERNOR JOHN P. DEJONGH

6/11/10  
DATE

7/8/10  
DATE

Eugene Irish  
EUGENE IRISH  
SEAFARER'S INTERNATIONAL UNION  
VICE-PRESIDENT

6/11/10  
DATE