

COLLECTIVE BARGAINING AGREEMENT

Between The

THE VIRGIN ISLANDS LOTTERY

And the

**UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, "UNITED STEEL WORKERS"
AFL--CIO-CLC
ON BEHALF OF LOCAL UNION 8677**

Effective Date: October 1, 2013

Expiration Date: September 30, 2017

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PREAMBLE

THIS AGREEMENT is entered into this 1st day of October, 2013, by and between the Virgin Islands Lottery Commission of the GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS, hereinafter referred to as the "Employer" or "Agency" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, "UNITED STEELWORKERS", AFL-CIO-CLC, hereinafter referred to as the "Union" on behalf of employees of the bargaining unit set forth in Article II - Scope and Recognition of this Agreement. Except as otherwise expressly provided herein, the provisions of the Agreement shall be effective October 1, 2013.

ARTICLE I
PURPOSE

Section 1:

It is the purpose and intent of the parties to set forth certain agreements pertaining to terms and conditions of employment to be observed between the parties; to improve and promote the efficient function of the Agency, to provide procedures for the prompt and equitable adjustment of grievances, to maintain good relations between the Employer and the employees, to insure the safety and welfare of all employees in the bargaining unit, and to foster and promote the best interests of the Employer and employees.

Section 2:

The Employer and the Union shall provide each other with such advance notice as is reasonable under the circumstances in all matters in the administration of the terms of the Agreement including changes or innovations affecting the relations between the parties.

Section 3:

The parties agree to combine their efforts to combat absenteeism, tardiness, and to promote good will among the Employer, employees and the Union.

Section 4:

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

ARTICLE II
SCOPE AND RECOGNITION

Section 1:

The Employer hereby recognizes the Union as the exclusive bargaining representative for all personnel in the bargaining unit in the following Agency as certified under the Public Employees Relations Board Case Number (R-89-1), which is attached and made a part hereof.

Section 2:

Supervisors or any other managerial personnel shall not perform the work of bargaining unit employees, except in cases of emergency, or for instructional purposes.

Section 3:

Work performed by employees may be contracted out by the Employer when it is determined that it can be performed by the contracted party more efficiently or more economically. The Employer shall retain any member of the bargaining unit affected.

Section 4:

Title 3, Chapter 25 - Personnel Merit System, as amended, is adopted in this Agreement except insofar as any provision in said Chapter is inconsistent or in conflict with any other provision of this Agreement.

Section 5:

Any practice or custom followed as a matter of departmental policy and which is in existence as of the date of the execution of this Agreement shall continue during the term of this Agreement, provided that it is not inconsistent with any other provision of this Agreement, and subject to Article IV, Section 2 of this Agreement.

ARTICLE III
UNION SECURITY

Section 1: Union Membership

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

Section 2: Union Security

It shall be a condition of employment that each employee covered by this Agreement shall, as of the date of execution of this Agreement, or the employee's date of hire, whichever is later, commence and continue to pay to the Union either dues or payment-in-lieu of dues.

The above paragraph shall not be construed to require any employee to be or remain a member of the Union as a condition of employment.

A payment-in-lieu of dues shall be, as is provided in 24 V.I.C. SECTION 373(d) (Act No. 4440), an amount equal to the costs to the Union for representation purposes proportioned among the members of the bargaining unit or an amount equal to the dues of a member, whichever is less. Provided, however, that if existing law is amended to eliminate the limitation of "whichever is less", then and in that event, as of the effective date of any such amendment, the preceding sentence shall be deemed amended to delete the words "whichever is less".

It is the employee who shall choose whether to pay dues as a member or payment-in-lieu of dues as a non-member of the Union.

Section 3: Check-Off

The Employer agrees to establish and maintain a check-off procedure whereby the Employer, through the Department of Finance, shall make bi-weekly payroll deductions of regular periodic Union membership dues as designated by the International Treasurer of the Union. Membership dues shall be deducted on the basis of individually signed voluntary check-off authorization cards. Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the month in which the Employer receives such authorization card.

At the close of each month, all sums deducted shall be transmitted by check, together with an itemized statement showing the name of each paying employee, the amount deducted there from, the month for which said deduction is made, and the department the employee is in, to:

International Treasurer

United Steelworkers
AFL-CIO-CLC
Five Gateway Center
Pittsburgh, Pennsylvania 15222

The procedure for the check-off of payment-in-lieu of dues shall be the same as stated above for regular monthly dues.

ARTICLE IV
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1:

The Government as Employer, shall have the right, subject to the provisions of this Agreement 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;
- D. Maintaining efficiency of operations;
- E. Determining methods, means and personnel by which the Employer's operations are to be conducted; and
- F. Taking such actions as may be necessary to carry out the mission of the public Employer in times of emergency.

Section 2:

The Employer reserves the right to establish and enforce reasonable uniform Lottery wide 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 at least thirty (30) days in advance of their implementation. The application of such rules, regulations and amendments shall not be discriminatory or inconsistent with this Agreement.

Section 3:

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.

ARTICLE V
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 the interpretation, application or compliance with the provisions of this Agreement. The following procedure, including arbitration, may be initiated by either party and shall be the exclusive means of settlement of all grievances arising under this Agreement, except for those involving classification matters which shall be processed pursuant to Title 3, Chapter 25, Sub-chapter 3, of the Virgin Islands Code or any other applicable law or rule or regulation.

Section 2:

Reasonable work time spent by the employee/grievant in the filing, discussion, investigation and processing of a grievance shall be with pay.

Section 3:

Should an employee believe he has a justifiable complaint or request under the terms of this Agreement, the complaint or request shall be handled in the following manner:

- A. Step 1 The employee shall discuss the complaint or request with his immediate supervisor. The employee may elect to have a member of the Grievance Committee present during this discussion should he desire. The supervisor shall, within three (3) work days of said discussion, advise the employee and, where appropriate, the Grievance Committee member of his decision in writing.
- B. Step 2 If the matter has not been resolved by the employee and his immediate supervisor in Step 1, a grievance or complaint must be reduced to writing by the employee or the Union within ten (10) work days and presented to the Division Head in order to be considered further. A meeting between the Division Head, the grievant and a member of the Grievance Committee shall be held to discuss the grievance within five (5) work days after it has been presented. Within five (5) work days after this meeting has been held, the Division Head shall advise the grievant and the Chairman of the Grievance Committee, in writing, of his decision.
- C. Step 3 If the Division Head's decision is not acceptable to the Union, then the Union, within five (5) work days after receiving the answer in Step 2, shall appeal the decision to the Executive Director in writing. A meeting between the Executive Director or designee, the

Representative of the International Union, the grievant and the Chairman of the Grievance Committee shall be held to discuss the grievance within ten (10) work days after it has been appealed to the Executive Director. It is recognized that to accommodate the work schedule of the Representative of the International Union and the Executive Director, it may be necessary to extend the time limits for this Step 3 meeting.

Therefore, it is agreed that should it be necessary to extend the time limit of this Step 3 meeting, said time shall not be extended for more than twenty (20) work days from receipt of the Union's filing at Step 3. Within ten (10) work days after this meeting has been held, the Executive Director shall advise the Representative of the International Union, the grievant and the Grievance Committee Chairman of his decision in writing. The decision shall contain a brief summary of the proceedings and the statement of the Executive Director's position.

In the event of arbitration for the sole reason that the Employer has failed to observe the time limit of this Step 3 meeting, the arbitrator's compensation and expenses shall be borne completely by the Employer; liability for such compensation and expenses shall begin upon execution of this Agreement.

- D. Step 4** If the Executive Director's decision is not acceptable to the Union, then the Union shall forward the matter to mediation no more than twenty (20) work days from the receipt of the Director's answer at Step 3.

Section 4:

Grievances which allege violations directly affecting a large group of employees may be initiated by the Union at the Step 3 level of the grievance procedure outlined in this Article.

Section 5:

A grievance submitted in writing and signed by the parties, shall contain a clear and concise statement of the grievance, the issue involved, the relief sought, the date the violation took place, and the specific Article and/or Sections of this Agreement involved.

Section 6:

All grievances shall be presented promptly and in no event later than ten (10) work days after the employee or employee(s) knew or should have reasonably known of the occurrence or non-occurrence of the incident which gave rise to the grievance.

Section 7:

- 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 rights of a party to assert before the arbitrator that the grievance was untimely processed.
- B. If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of on the last answer of the Agency. The Union may withdraw a grievance at any step in the procedure by notifying the Agency in writing. If the Agency fails to process its response to a grievance within the time limits provided, the Union shall have the right of automatic appeal. If the Agency initiates the grievance, the roles shall be reversed.

Section 8:

- A. In the event a grievance remains unsettled under the foregoing procedures, the Representative of the International Union may, by written notice to the V.I. Lottery Commission Chairperson, within ten (10) work days of receipt of the latter's decision, appeal the matter to arbitration.
- B. The arbitrator shall be selected by mutual agreement of the parties. For the purpose of selecting an impartial arbitrator, the parties shall, within five (5) work days after the date of written designation of the grievance for arbitration, request from the Public Employees Relations Board a list of names and addresses of local impartial persons. The parties shall then make every effort to agree to one of the local persons on the list as the arbitrator.
- C. In the event the parties are unable to agree on a local arbitrator within ten (10) work days of the exchange of lists, the parties acting jointly shall request the Federal Mediation and Conciliation Service to provide to the parties a panel of seven arbitrators in accordance with the rules and procedures of the Service.
- D. Each party, commencing with the one seeking arbitration, shall alternately strike one (1) name from the list and 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.
- E. The arbitrator's compensation and expenses shall be shared equally by the parties, except as otherwise provided for in this Article.
- F. The arbitrator shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.
- G. The decision of the arbitrator shall be final and binding on both parties to this Agreement and on the grievant. It shall be rendered in writing within thirty (30) days of the last hearing or submission of facts as provided therein.

Section 9:

A grievance not processed to arbitration or a grievance withdrawn from arbitration by the Union, or the grievant, shall be deemed settled on the basis of the written answer submitted by the Agency.

Section 10:

All time limits set forth in this Article may be extended by mutual agreement. Whenever used in this Article, the term "work day" means a calendar Monday through Friday, exclusive of holidays.

Section 11:

- A. No employee shall be suspended, demoted or discharged except for just cause. In the event an employee is suspended, demoted or discharged, the Employer shall give such employee, and the representative of the Union a written notice setting forth the cause for suspension, demotion or discharge.
- B. Grievances arising from suspension, demotion or discharge may be appealed in writing directly to the V.I. Lottery Commission within ten (10) work days of notice of such action. Any such grievance shall be heard by the V.I. Lottery Commission within ten (10) work days and a written decision shall be submitted to the Union within three (3) work days. In the event the grievance remains unsettled, the Representative of the International Union may, by written notice to the Commission, within ten (10) work days of receipt of the latter's decision, appeal the matter to arbitration as set forth in Section 8 of this Article.
- C. If an employee is suspended, demoted or discharged for cause, his right to compensation shall remain unaffected until a grievance challenging the suspension, demotion or discharge has been finally disposed of or the time in which to file a grievance has expired whichever occurs earlier.

ARTICLE VI **SENIORITY**

Section 1: Seniority Defined

- A. **Service Seniority** is defined as an employee's length of continuous service with the Government of the Virgin Islands from date of first employment or re-employment following a break in continuous service.
- B. **Lottery Commission Seniority** is defined as an employee's length of continuous service with the V.I. Lottery from date of first employment or re-employment following a break in continuous service.
- C. **Job Classification Seniority** is defined as an employee's length of service in his job classification.

Section 2: Probationary Period

A new employee and those hired after a break in continuous service will be regarded as a probationary employee for the first one hundred eighty (180) days of employment and will receive no continuous service credit during such period. A probationary employee may initiate complaints under this Agreement, but may be laid off or discharged as exclusively determined by the Employer, provided that this will not be used for purposes of discrimination because of race, color, religion, creed, national origin, gender, sex, or because of membership in the Union. Upon completion of the probationary period, the employee shall accrue service, departmental and job classification seniority retroactive to his date of hire. An employee whose position is reclassified shall serve no probationary or trial period.

Section 3: Application of Seniority

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

Section 4: Seniority Lists

Within thirty (30) days of the effective date of this Agreement the Employer shall furnish to the Union and post on the bulletin boards a full and complete list of all bargaining unit employees and their dates of hire, dates of service within the Agency, and their current job classifications.

Section 5: Qualified Employees on Layoff

A new employee shall not be hired while qualified employees willing to perform the available work remain on the layoff list.

Section 6: Termination of Seniority

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

- a) Resigns and is not rehired within one (1) year;
- b) Retires;
- c) Is discharged for just cause and not reinstated;
- d) Is laid off for a period in excess of two (2) years;
- e) Fails to report to work after recall from layoff within ten (10) work days after receipt of notification by certified mail;
- f) Is absent exceeding the period for which a leave of absence has been granted or extended without legitimate excuse; or
- g) Fails to report for work after being off due to a compensable occupational injury or accident within ten (10) work days after this authorization to return to work by his doctor.

Section 7: Part-Time and Temporary Employees

- A. A part-time employee is an employee who is regularly scheduled to work less than twenty (20) hours in a work week. A part-time employee shall not accrue any seniority rights.
- B. A temporary employee is an employee who is hired for an indefinite period on a non-permanent basis not to exceed one (1) year of the duration of the leave of absence of an employee whose vacancy is being filled. A temporary employee shall not accrue any seniority rights, provided, however, if the Employer decides to retain such employee at the termination of temporary employment, his seniority shall date from the original date of hire and he shall not be required to serve a further probationary period.
- C. Any Government employee of the Executive Branch in an unclassified or temporary position who has been employed by the Government as an unclassified or temporary employee for two (2) consecutive years or more may elect to become a classified employee under the terms of Act 4979 approved July 3, 1984.

Section 8: Super Seniority

Super Seniority shall apply to local Union officers and shop stewards who, notwithstanding their position on the seniority roster, shall have preferential seniority in the case of layoffs. The employees to whom Super Seniority will apply shall be designated to the Employer in writing.

ARTICLE VII
PROMOTIONS AND TRANSFERS

Section 1:

Promotion is hereby defined as a move from a lower job classification to a higher job classification. The Employer shall fill job vacancies from within the V.I. Lottery before hiring new employees providing employees with the necessary qualifications are available to fill the vacant position.

Section 2:

- A.** Notice of all job vacancies shall be posted on all bulletin boards of the Agency. Such notice(s) will remain on the bulletin boards for ten (10) work days and shall include job title, salary grade and brief description of job duties including qualifications and necessary skills. An employee on an authorized absence shall, within ten (10) work days of his return to work, be afforded an opportunity to bid on any job posted during the authorized absence.
- B.** An employee who is absent from duty during the posting period due to extended authorized leave will receive notification of vacancies in his grade level or above. Such employee shall be notified by certified mail by the Employer to the last reported address as shown in the Employer's records. This written notice shall be mailed on the same date that the vacancy is posted.

Section 3:

Promotions shall be made on the basis of V.I. Lottery seniority and qualifications to perform the work. In the event two or more employees have the same relative qualifications, the employee with the greatest departmental seniority shall be selected. An employee who is promoted shall be placed in the higher rated job for a trial period of sixty (60) calendar days, subject to an extension of thirty (30) calendar days at the option of the Employer. If, in the judgment of the Employer, the employee does not prove qualified for the new position, he may be returned to his former position at any time within the trial period. The employee may choose to return to his former position at any time within the trial period, without loss of seniority in his former position.

Section 4:

For the purposes of this Article, an employee promoted to a new classification shall retain his classification seniority in his old classification until he is permanently assigned to his new classification.

Section 5:

Transfers of employees made solely for the convenience of the Agency to replace an employee who is on a paid or unpaid leave of absence may last for the duration of such leave of absence. Transfers to fill a permanent vacancy on an interim basis shall last for a period of not longer than ninety (90) calendar days.

Section 6:

An employee may apply for and receive a transfer to a position of another classification within the same salary grade upon request and at the discretion of the Employer. An employee so transferred shall receive the same salary as in his former position.

Section 7:

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 the same.

ARTICLE VIII
REDUCTION AND RESTORATION OF FORCE

Section 1: Reduction in Work Force

- (a) In the event of a reduction in force, the following procedure will be followed:
- (b) Probationary employees in the affected job classification shall be laid off first, with seniority taking precedence.
- (c) If it is necessary to make additional reductions in the work force, employees in the affected job classification(s) shall be laid off in reverse order of their job classification seniority.
- (d) An employee to be laid off may elect to be placed on layoff or to bump an employee with less Commission seniority in a job classification of equivalent or lower salary grade, the duties of which the senior employee is able to perform properly without additional training.

Section 2: Notification of Layoff

An employee to be laid off shall be notified by the Commission at least two (2) bi-weekly pay periods in advance of the date of layoff. Such notice shall be in writing and a copy thereof shall be sent to the Union.

Section 3: Recall from Layoff

- A. An employee shall be recalled from layoffs in the reverse order in which he was laid off provided he has the ability to do the required work without additional training.
- B. An employee shall be notified of recall by certified mail, return receipt requested to the employee's last address contained in the Commission records. Simultaneously, a copy of said notification shall be given to the local Union.
- C. An employee who fails to notify the Agency within ten (10) work days after the receipt of the above recall letter of his intention to return to work shall be considered terminated provided that the Employer shall extend the notification period for a valid reason.

ARTICLE IX
RATES OF PAY AND CLASSIFICATION

Section 1:

- A. In the event of an amendment or revision of a job description or classification, the compensation of the incumbent employee shall not be reduced.
- B. Any change in a job description or classification shall be reported to the Union in writing thirty (30) days in advance of its effective date.
- C. Employees shall receive a copy of their job descriptions, indicating the duties and responsibilities. Employees shall not be required to perform work which is unrelated to their job descriptions. A copy of all job descriptions shall be sent to the Union.

Section 2:

In the event of an assignment to a higher classification made solely for the convenience of the Agency for a period lasting for more than one (1) payroll period, the Employer shall pay the employee at his regular rate of pay plus ten percent (10%) or the minimum rate of the pay grade to which he is temporarily assigned, whichever is higher, commencing with the second payroll period.

ARTICLE X
HOURS OF WORK AND OVERTIME

Section 1: Work Week

An employee will be scheduled to work a normal period of forty (40) hours within the work week beginning at 8:00 a.m. on Monday and ending at 5:00 p.m. on Friday, except for those employees currently occupying positions that are scheduled to begin or end at times other than specified herein. Each work day shall consist of eight (8) consecutive hours, excluding the lunch period.

Section 2: Overtime Pay

- A. Overtime at the rate of one and one-half (1 ½) times the employee's hourly rate of pay shall be paid for:
 - 1. Work performed in excess of eight (8) hours in any one (1) work day;
 - 2. Work performed in excess of forty (40) hours in any one (1) work week.
- B. Overtime at the rate of two (2) times the employee's regular hourly rate of pay shall be paid for:
 - 1. Work performed in excess of forty-eight (48) hours in any one (1) work week;
 - 2. Work performed on holidays provided pursuant to the Virgin Islands Code, Rules and Regulations, Executive Orders and/or directives.

Section 3: Call-Back Pay

An employee who is recalled for work shall be guaranteed a minimum of two (2) hours pay at one and one-half (1½) times his regular hourly rate.

Section 4: Night Differential

An employee who is assigned to regular night duty, that is, regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a differential at the following rates:

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

ARTICLE XI
LEAVES OF ABSENCE

Section 1: Personal Leave

- 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 leave of absence does not unduly disrupt the operations of the Employer.
- B. Such leave of absence shall be for a limited time, not to exceed one (1) year.
- C. Only an employee who provides advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) work days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

Section 2: Union Business Leave

Leave of absence, without pay, for the purpose of accepting positions with the International or Local Union, shall be available to not more than one (1) employee per Agency at any given time. The leave must be approved by the Union, and requested in writing by the employee. Such leave shall be for a period not to exceed twelve (12) months. Continuous service shall not be broken by leave for this purpose but shall continue to accrue.

Section 3: Convention Leave

An employee who has been elected or appointed by the Union to attend the International Union Conventions will be granted six (6) days Convention Leave without loss of pay or deduction from annual leave. The Union shall provide thirty (30) days advance notice.

Section 4: Bereavement Leave

- A. An employee who suffers the death of his or her spouse, parent(s) or legal guardian, child(ren), grandchild(ren), grandparents, brothers, sisters, mother-in-law, or father-in-law shall be entitled to four (4) days bereavement leave without loss of pay or deduction from annual leave.
 - 1. An employee who has a death in their family not mentioned above, (specifically uncles, aunts, nieces, daughter-in-law, nephew and son-in-law) shall be granted one (1) day bereavement leave in order to attend the funeral.
- B. An employee who suffers the death of any other relative by blood or marriage in the same

household shall be entitled to four (4) days bereavement leave without loss of pay or deduction from annual leave.

- C. If the circumstances necessitate additional time off, the employee may use annual and/or sick leave.

Section 5: Maternity Leave

- A. Upon presentation of a medical certificate confirming pregnancy, an employee may apply for and shall be granted maternity leave.
- B. To the extent available, an employee shall be permitted to charge any portion or all of her maternity leave to sick and/or annual leave. Where an employee has exhausted any sick or annual leave to which she might be entitled, the employee shall be allowed maternity leave without pay.
- C. An employee on sick or annual leave pursuant to this Article shall continue to accrue annual leave, sick leave and seniority. An employee on leave without pay pursuant to this Article shall continue to accrue only seniority and will be reinstated to her former position at the termination of leave.

ARTICLE XII
JURY SERVICE

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

ARTICLE XIII
MILITARY SERVICE LEAVE

Section 1:

An employee who is a member of an active reserve unit of any branch of the Armed Forces 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. (T.3 V.I.C. §590)

Section 2:

An employee is entitled to leave without loss in pay, time or performance or efficiency rating for each day, not in excess of thirty (30) days in a calendar year in which he is on Federal active duty, Territorial Active Military Service or training duty as a Reserve Member of the Armed Forces, or a member of the National Guard. (23 V.I.C. §1524). All military leave shall be granted in accordance with 3 VIC 590 and 23 VIC 1524 and as may be amended from time to time.

ARTICLE XIV
HOLIDAYS

Section 1:

Pursuant to the Virgin Islands Code, V.I. Rules and Regulations, Executive Orders and/or directives, as they currently exist or as they may be subsequently created, repealed or revised, all holidays applicable to employees of the Virgin Islands Government shall apply equally to employees covered by this Agreement.

Section 2:

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.

ARTICLE XV
SICK AND ANNUAL LEAVE

Section 1:

Pursuant to the Virgin Islands Code, V.I. Rules and Regulations, Executive Orders and/or directives, as they currently exist or as they may be subsequently created, repealed, amended or revised, all sick and annual leave benefits applicable to employees of the Virgin Islands Government shall apply equally to the employees covered by this Agreement.

Section 2:

For the convenience of covered employees, the contents of selected provisions of the Virgin Islands Code pertaining to sick and annual leave are as follows:

A. Annual Leave (Title 3, Chapter 25 §582):

Notwithstanding the provisions of Section 581 of this Title, and except as provided in Section 41 of Title 2 of this Code, all employees of the Government of the Virgin Islands, regardless of tenure, who enter Government service after June 30, 1968, shall accrue annual leave as follows:

1. One-half ($\frac{1}{2}$) day for each full bi-weekly pay period for an employee with less than three (3) years of service;
2. 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 at least three (3) but less than fifteen (15) years of service; and
3. One (1) day for each full bi-weekly pay period for an employee with fifteen (15) or more years of service.

Employees who return to the Government Service after an absence of no more than five (5) years shall accrue leave at the rate accrued at the time of their most recent separation from Government Service unless such rate was less than specified above.

The word "employees" when used in this section shall include all personnel in the Government Service, including "officers". The word "service" when used in this section shall include periods of active military service of up to ten (10) years in the Armed Forces of the United States and periods of up to ten (10) years of Federal Government Service in the Virgin Islands.

B. Sick Leave (Title 3, Chapter 25, §583):

1. Except as provided in Section 41 of Title 2 of this 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 (½) day for each full bi-weekly pay period.
2. Proof of sickness shall be subject to such regulations as the Governor may prescribe.
3. When required by serious disability or ailments, up to thirty (30) days of sick leave may be advanced upon approval by the Commissioner or Agency Head.
4. Sick leave which is not used by an employee accumulates for use in succeeding years.
5. Any employee of the Government of the Virgin Islands who has accumulated sick leave shall retain all rights to such sick leave upon separation from one department, commission or branch of the Government of the Virgin Islands and being re-employed in another department, commission or branch of the Government of the Virgin Islands; provided, however, that not more than six (6) months shall lapse between separation and re-employment. The provisions of this subsection shall apply if the employee is separated or separates from Government Service in order to enter the military service of the United States or to attend an institution of higher education except that in such case, not more than six (6) months shall lapse between separation from the military service and re-employment with the Government of the Virgin Islands or failure to enroll for the next academic session of the institution of higher education and re-employment with the Government of the Virgin Islands.

Section 3:

Annual leave shall be scheduled and granted for periods of time requested by the employee if such time does not unduly disrupt the operations of the Agency. The employee shall be notified of any change in his scheduled vacation at least sixty (60) days prior to the starting date of said vacation. If two (2) or more employees request annual leave at the same time, the employee with the greatest seniority as it relates to total years of service with the Employer shall be given his choice of annual leave period.

Section 4:

If a holiday occurs during the work week in which annual leave is taken by an employee, the holiday shall not be charged to annual leave.

Section 5:

An employee who becomes ill during his annual leave will not be charged annual leave for the period of illness provided he furnishes proof of such illness to the Employer upon his return to work.

ARTICLE XVI
HEALTH, DISABILITY AND RETIREMENT BENEFITS

Pursuant to the Virgin Islands Code, V.I. Rules and Regulations, Executive Orders and/or directives, as they currently exist, or as they may be subsequently created, repealed, amended or revised, the following provisions applicable to Government employees shall apply equally to the employees covered by this Agreement:

- A.** Chapter 25, Subchapter VIII, entitled "Health Insurance";
- B.** Chapter 27, entitled "Retirement";
- C.** Chapter 25, entitled "Duty Connected Disability";
- D.** Chapter 25, entitled "Miscellaneous Benefits, §§641-645.

ARTICLE XVII
EVALUATION AND PERSONNEL RECORD

Section 1:

An employee's performance rating shall be discussed between his Supervisor and the employee prior to signature. Where an employee disagrees with a specific section or an overall rating, he has the right to request an informal review by the Agency Head. An informal review will be held as soon as possible after such request and the employee may elect to have a member of the Grievance Committee present during such review.

Section 2:

A copy of any document(s) placed in an employee's personnel record shall be given to the affected employee within ten (10) work days of its insertion, and any response submitted by the employee shall also become part of the employee's personnel record.

Section 3:

For purposes of disciplinary action, no record which is over one (1) year old may be considered.

ARTICLE XVIII
EDUCATION AND TRAINING

Section 1:

The Agency and the Union agree that the training and development of employees within the unit is a matter of primary importance. The parties shall seek the maximum training and development of all employees, subject to the availability of funds.

Section 2:

All employees of the unit are entitled to full participation in training and development projects initiated by the Agency. This includes in-service training as well as seminars, workshops and conferences held off island.

Section 3: In-Service Education

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. Exception shall be made based on the following:

- a) Personal illness;
- b) Illness or death of a member of his immediate family;
- c) Vacation; or
- d) Other legitimate reasons.

Section 4:

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

Section 5:

If an employee is required to attend a workshop or conference, the employee shall be paid eight (8) hours at his regular rate of pay in any one day or forty (40) hours at his regular rate of pay in any one week.

Section 6:

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

Section 7:

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

Section 8:

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

Section 9:

The Agency will post notices of job related courses for employees. Application for opportunity to attend such courses will be forwarded to the selection officer or committee through the appropriate departmental supervisor. Employees who have the requisite qualifications will be considered.

Section 10: Tuition Reimbursement Program

In an effort to encourage employees to further their education in areas of study relating to their field of employment, the Agency will, subject to the availability of funds therefore, 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 employee must relate to the employee's field of employment as exclusively determined by the Agency;
- 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 Executive Director will release the employee from work without loss of pay for that period of time reasonably necessary to attend class; provided, however, that said release does not unduly disrupt the Agency's regular scheduling and performance of work;
- d) An employee will be released from work only after he has received approval of the course from the Agency and has presented evidence of his enrollment in the course to the Agency; and
- e) Upon submission of evidence of enrollment and satisfactory completion of the course (i.e. a passing grade), the Agency will reimburse to the employee tuition costs and fees, including books and similar course materials, not to exceed \$600.00 per academic year.

No employee shall receive tuition in full, pursuant to this Agreement, where such tuition has been paid by scholarship or grant. However, if a scholarship or grant does not fully cover the tuition, the Agency shall make up the difference.

Section 11: Study Leave Program

- A.** Leave of absence with pay for study may be granted by the Executive Director to an employee to improve his knowledge and skills in a job related field of study. Such leave shall not exceed twelve (12) calendar months subject to an extension for like period provided no other employee within the Agency has applied for such leave. Application for study leave shall be submitted by December 15, and notification of grant or denial of application shall be made by March 1st.
- B.** An applicant must state his years in service in the 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 of continuing service in the Agency immediately prior to the date of application in order to be eligible.
- C.** An applicant granted study leave with pay shall be obliged to submit interim academic progress reports signed by a responsible officer of the institution selected, and a final certificate of satisfactory completion of the study program. Failure to report satisfactory interim progress or final completion may be cause for withdrawal of leave status in whole or part.
- D.** An employee granted study leave is required to perform at least two (2) years of service with the Agency following termination of such leave. If such employee resigns prior to the expiration of said two (2) year period, the Employer may offset the pro-rata cost of the year's pay against any cumulative annual leave payment which may become due to the employee.

ARTICLE XIX
UNION ACTIVITIES

Section 1: Negotiating Committee

The Employer shall recognize members of the Negotiating Committee designated by the Union for the purpose of participating in contract negotiations. The Negotiating Committee shall suffer no loss of pay for reasonable work time in such activities only.

Section 2: Grievance Committee

The Union shall establish a Grievance Committee for the St. Thomas/St. John District and for the St. Croix District. Each committee shall consist of not more than three (3) members of the Union. A member of the Grievance Committee shall be granted reasonable administrative time without loss of pay to investigate and process a grievance including necessary meeting with management personnel for this purpose.

Section 3: Notice to Employer

The Union shall inform the Employer in writing of the names of the Union Officers, Grievance Committee members, Negotiating Committee members and others who are authorized to act as such representatives.

Section 4: Bulletin Boards

The Employer shall provide bulletin board space for the Union's use in areas conveniently accessible to employees. The Union shall use the space for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union.

Section 5: Union Access

Upon reasonable notice, officers and representatives of the Union shall be granted access to the Employer's facilities during working hours, unless prevented by existing conditions, for the purposes of investigating, adjusting and/or discussing grievances, complaints, disputes, and/or other matters pertaining to this Agreement.

Section 6: Facilities

Union members or representatives will be permitted to use designated facilities on Employer's premises to conduct Union business during non-working hours upon obtaining permission from the Agency Head or designee.

Section 7: Telephones

The local Union's officers and members of the Grievance Committee shall be permitted the use of telephones for the purposes of investigating, adjusting and discussing grievances, complaints, disputes, and/or other matters pertaining to this Agreement. This use shall be restricted to local calls only and shall not interfere with the operations of the Agency.

ARTICLE XX
LABOR-MANAGEMENT COMMITTEE

Section 1:

The Employer and the Union agree to establish a joint Labor-Management Committee. The Union Committee members shall be designated by the Union and the Management Committee members shall be designated by the Employer. The Committee will meet not less often than once each calendar quarter. Minutes and proceedings of the meeting shall be kept. Agenda items will be submitted by both parties three (3) work 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.

Section 3:

- A.** 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; and the implementation of Equal Employment Opportunity and related matters.
- B.** It is expressly agreed that individual grievances will not be discussed during Committee meetings.

ARTICLE XXI
SAFETY AND HEALTH

Section 1:

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

Section 2:

Cooling systems, lighting systems, ventilation systems, lavatories and equipment shall be maintained in good working condition, except in instances beyond the control of the Department. Employees shall be trained in the use of fire extinguishers.

Section 3:

First aid facilities shall be provided by the Employer to the extent necessary to provide adequate first aid for all employees. Employees shall be trained in C.P.R.

Section 4:

All grievances relative to safety and health shall be processed directly into Step 3 of the Grievance Procedure.

Section 5:

The Employer and the Union mutually agree to abide by applicable provisions of the Occupational Safety and Health Act.

The Employer will furnish to the Union copies of any reports required by law.

Section 6:

The Employer and the Union shall form a safety committee which shall meet at reasonable times. The Grievance Committee shall represent the Union at such meetings.

Section 7:

All employees shall be entitled to time off to attend, on an out-patient basis, on-island Alcoholism or Drug Addiction Treatment Centers without loss of pay or other benefits, subject to such reasonable rules and regulations as the Employer, in its discretion, may adopt regarding time off for attendance, and to assure bonafide attendance for treatment.

ARTICLE XXII
PAYROLL STATEMENT

Section 1: Check-Stub Information

The Employer shall provide each employee with an accurate itemized payroll statement (check-stub) each pay period, showing the pay period for which this employee has been paid accrued annual and sick leave, gross earnings, deductions and net amount paid.

Section 2: Accrued Year to Date Earnings and Deductions

The Employer shall provide each employee with a quarterly itemized payroll statement showing the following: gross earnings, deductions, (FICA, Retirement Contributions, Withholding Tax and other), net pay, pay period, hours worked and leave used.

Section 3:

An employee's individual request 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 request 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.

ARTICLE XXIII
COPIES OF AGREEMENT

The Agency agrees to reproduce and distribute copies of this Agreement to all managers and supervisors. It is further agreed that the final draft Agreement must be reviewed, approved and initialed by both Chief Negotiators prior to final printing.

ARTICLE XXIV
NON-DISCRIMINATION

Section 1:

The Employer and the Union agree that the provisions of this Agreement shall be applied to all employees and prospective employees covered thereby without regard to race, color, national origin, religion, political belief, gender, sex, marital status, age, place of birth, union membership or non-membership, or activity on behalf of the Union.

Section 2:

In referring to employees the masculine gender is used for convenience only and shall refer to both males and females and bears no suggestion or intent of discrimination.

ARTICLE XXV
NO STRIKES OR LOCKOUT

Section 1:

During the term of this Agreement there shall be no strike or other work stoppage or lockout. Participation by employees in an act violating this Section will be cause for immediate disciplinary action.

Section 2:

In the event of a strike or other work stoppage or lockout in violation of Section 1 of this Article, the Employer shall notify the International and local Union of any such act by letter or by any electronic communication. Upon receipt thereof, the Union shall instruct the employee engaged in such activity to end such strike or other work stoppage or lockout forthwith.

* International President
United Steelworkers
Five Gateway Center
Pittsburgh, Pennsylvania 15222

ARTICLE XXVI
SAVINGS CLAUSE

Should Virgin Islands or Federal laws or regulations compel the cancellation or modification of any provision of this Agreement with respect to application at any time during the term of the Agreement, it is agreed that such provision shall thereupon be inoperative and the Employer and the Union will, within ten (10) days thereafter, meet for the purpose of negotiating changes made necessary by applicable laws or regulations. Any cancellations or modifications so required and made shall not invalidate any other provision of this Agreement.

ARTICLE XXVII
TOTALITY OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties and except as otherwise specifically provided herein, no alteration, understanding, variation, waiver, change or modification of any of the terms and conditions of this Agreement shall be applicable unless agreed to in writing by the Employer and the Union.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

Section 1: Automation

- A. When the installation of mechanical or electronic equipment may have an effect on the job status of any employee in the bargaining unit covered by this Agreement, the Employer shall review the matter with the local Union not less than thirty (30) days in advance of the date of such installation.
- B. Should such equipment have an effect on the job status of any employee in the bargaining unit, the Employer shall utilize existing employees where possible in the operation of said mechanical and electronic equipment and shall provide reasonable training for said employees when necessary.
- C. The provisions of this section shall not be construed as limiting the rights of the Employer under the provisions of Article IV, Management Rights and Responsibilities, of this Agreement.

Section 2: Individual Contracts

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

Section 3: Coffee Break

Every employee shall be entitled to one (1) fifteen (15) minute coffee break in the morning and one (1) fifteen (15) minute coffee break in the afternoon. Coffee breaks may be taken outside the office provided that the employee uses no more than the allotted fifteen (15) minutes.

Section 4: Use of Personal Vehicle

No employee shall be required to use his personal vehicle on Agency business unless compensated therefor, in accordance with the applicable Executive Order. Personnel required to use public transportation on Agency business shall be reimbursed therefor.

Section 5: Equipment and Supplies

The Employer shall provide reasonable and adequate equipment and supplies to each employee for the proper performance of his duties. A specific inventory of need will be considered by the Labor/Management Committee.

Section 6: Emergency Duty Transportation and Compensation

In the event that the Governor or his designee proclaims a state of emergency as a result of a natural disaster and an employee is required to report to his duty station, the employee shall be provided with transportation to and from home to his usual place or other station. Such employee shall be paid one and one-half (1½) times for the time required to perform his duties during the period of emergency. In addition, such employee shall receive a meal or meal allowance.

Section 7: Overtime Meal Allowance

Any employee who is required to work two (2) or more hours past his regular scheduled shift shall be furnished a meal with beverage or fifteen dollars (\$15.00) meal allowance at the Employer's expense on or before his tenth (10th) hour of work.

Section 8: Rotating Shift

An employee who is on a regular rotating shift shall not be scheduled to work within sixteen (16) hours of the previous shift; except on the day the shift changes.

Section 9: Armed Escort

The Employer shall provide an armed escort to any employee required to physically transport cash in the discharge of his duties.

Section 10: Employee Lounge

The Employer shall provide an adequate, enclosed employee lounge equipped with comfortable furniture and a first aid kit. Such lounge shall be maintained in a sanitary condition so that employees may use it as an eating facility. In instances where space does not permit the Employer to provide a lounge, employees may, with discretion, eat at their work site or designated areas agreed upon by the Employer and employees.

Section 11: Unsafe and Unhealthy Conditions

- A. No employee shall be required to perform his duties under unsafe and unhealthy conditions. An employee shall not be required to perform his duties or remain in areas where there are malfunctioning air conditioners, lack of proper ventilation or where there is inadequate light.
- B. Whenever there is no running water on the premises, an employee shall be permitted to leave the building for a reasonable time, subject to reporting to his supervisor.

Section 12: Docking

An employee shall be docked only for the amount of time he arrives on the job late after any applicable grace period. Any docking of time shall be taken from annual leave first, then sick leave, and finally leave without pay. However, no actual time shall be deducted from an employee's leave until the employee has accumulated thirty (30) minutes or more in a pay period, which accumulation shall not extend into a succeeding pay period.

Section 13: Identification Tags

Each employee shall be furnished with a suitable identification tag which shall be worn at all times during working hours.

Section 14: Travel to St. John

Any employee required to travel on same day notice shall be given lunch subsidy not to exceed Ten Dollars (\$10.00) in addition to any other costs they are entitled to.

Section 15: Payment for Shortages

No employee shall be required to pay for shortages of money after a supervisor has signed all necessary documents verifying the figures.

Section 16: Security Measures

The Agency shall immediately improve its security measures installation of security system, etc. for the protection of the employees and the public funds.

Section 17: Minutes of Board Meetings

Copies of all board meetings shall be made available to the Union on both St. Thomas and St. Croix.

Section 18: Bonding for Cashier

The Agency shall secure surety bonds for all cashiers who handle cash in an amount commensurate with the volume of cash they handle in accordance with Title 32, Sec. 341-9b of the Rules and Regulations.

Section 19: Employee Parking

Bargaining unit employees, who are authorized to park at the GERS parking lot shall be provided a parking permit pass.

ARTICLE XXIX
DURATION AND TERMINATION

Section 1:

This Agreement shall become operative at 12:01 a.m. October 1, 2013 and shall expire at midnight of the thirtieth (30th) day of September, 2017.

Section 2:

This Agreement shall have no legal effect and shall be unenforceable unless signed by the Governor of the Virgin Islands provided that any portion of this Agreement requiring V.I. Lottery Commission action to permit its implementation by providing additional funds therefor shall not become effective until the V.I. Lottery Commission has taken appropriate action in accordance with V.I.C. 32 Sub-section 248.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this _____ day of _____, 2013.

GOVERNMENT OF THE VIRGIN ISLANDS

**UNITED STEELWORKERS OF AMERICA
AFL-CIO, CLC**

BY: [Signature]
DR. VALDEMAR A. HILL, JR.
Chief Negotiator

BY: [Signature]
LEO GERARD
International President

DATED: 4/1, 14

DATED: _____

BY: [Signature]
CONRAD E. FRANCOIS, II
Executive Director

BY: [Signature]
STANLEY W. JOHNSON
International Secretary/Treasurer

DATED: 4/4, 14

DATED: _____

BY: [Signature]
ANGEL E. DAWSON, JR.
Chairperson Lottery Commission

BY: [Signature]
TOM CONWAY
International Vice President
(Administration)

DATED: 4/7, 14

DATED: _____

BY: [Signature]
HON. JOHN P. DE JONGH, JR
Governor, U.S. Virgin Islands

BY: [Signature]
FRED REDMOND
International Vice President
(Human Affairs)

DATED: 9/2, 2014

DATED: _____

BY: [Signature]
R. DANIEL FLIPPO
Director, District 9

DATED: _____

BY: [Signature]
GERARD "JERRY" JACKSON
Staff Representative-STX

DATED: 5.1, 14

BY: *Ricardo Sanchez*
RICARDO SANCHEZ
President, Local Union 8677

DATED: 5-5, 14