

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**GOVERNMENT OF THE VIRGIN ISLANDS**

**VIRGIN ISLANDS FIRE SERVICE**

**AND THE**

**ASSOCIATION OF FIREFIGHTERS**

**Locals 2125 and 2832**

**(FIREFIGHTERS AND FIRE CORPORALS)**



**Effective Date: October 1, 2018**

**Expiration Date: September 30, 2021**

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**PREAMBLE**

THIS AGREEMENT is entered into by the Virgin Islands Fire Service, Government of the Virgin Islands, hereinafter referred to as the "Employer" and the Association of Fire Fighters, Locals 2125 and 2832, hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable, prompt and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours and other terms and conditions of employment.

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

**ARTICLE I**  
**RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative of all fire fighters, and fire corporals in the Virgin Islands Fire Service, Government of the Virgin Islands, St. Thomas, St. John and St. Croix, as certified by the Public Employees Relations Board of the Virgin Islands.

**ARTICLE II**  
**UNION SECURITY**

**Section 2.1: Union Membership**

The Employer recognizes the rights 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 2.2: Union Dues**

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 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.

**Section 2.3: Report to Union**

At the close of each month the Employer shall transmit, thorough the Department of Finance, all sums deducted, by check, together with an itemized statement showing the name of each paying employee, the amount deducted there from and the respective Social Security Number to:

Mr. Melbourne Adams  
President, Local 2832  
St. Croix Firefighters Union  
P.O. Box 3820  
Kingshill, VI 00851

Mr. Andre T. Dorsey  
President, Local 2125  
St. Thomas/St. John Firefighters Union  
P.O. Box 306634  
St. Thomas, VI 00803

**Section 2.4: Free Speech**

Union employees shall continue to express the right of free speech and shall not be subjected to retaliation of any kind for filing or making a report or complaints of violation of law, both federal and territorial, or unethical conduct.

**Section 2.5: Procedure Constructive Criticism**

The Union shall instruct its membership to bring any criticism of the Fire Service to the Union President, his designee, or Shop Steward, who will bring said criticism to the attention of the VIFS employer, prior to any public or private expression of such criticism.

**Section 2.6: Employees File**

Official AFF employee files shall be maintained under the following conditions:

- A. No material derogatory to an AFF employee's conduct, service, character or personality shall be placed in the files unless the AFF employee has had an opportunity to read the material and said employee shall have the right to dispute said matter with the persons bringing such material. This material shall not be kept in the employee's file for more than three (3) years provided that there has not been a reoccurrence of the same disciplinary action. The AFF employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. However, an incident which has not been reduced to writing within fifteen (15) working days of occurrence or from the date it became known, exclusive of annual and/or sick leave may not later be added to the file.
- B. Where applicable, the AFF employee may request in writing the examination of his/her own non-privileged record in the presence of the activity or division head or designee. This examination shall take place within two (2) working days of request, if possible, but not later than five (5) working days. In case of emergency this request shall be granted immediately. Upon request, a single copy of any non-privileged

document in the employee's file will be reproduced for the AFF employee. The activity or division head or designee and the AFF employee shall affix their signature on the folder and indicate the date on which the file was examined. Only VIFS Director or Designee/HR Personnel shall have an official right and reason for inspecting an AFF employee file. When an AFF employee file is inspected by such a person, that person shall provide written notice to the Agency Head or Designee indicating such inspection. The Agency Head or Designee shall be responsible for placing such written notice in the file.

- C. For the purpose of disciplinary action, promotion, and or reference, no document of a derogatory nature (3) three years past it's original date of entry into an employee's personnel file may be used against said employee, unless such material references behavior/conduct which has been continuous throughout the (3) three year period.

**Section 2.7: Inaccuracies**

Material will be removed in an expedited manner from the file when an AFF employee's claim that it's inaccurate has been affirmatively resolved in a final administrative proceeding, including but not limited to PERB, Arbitration, Mediation or a Court with competent Jurisdiction. The Parties may first attempt to resolve such claim by an informal conference before the Fire Director and/or Lieutenant Governor as mutually agreed upon by the Parties within forty-eight (48) hours of notice.

**Section 2.8: Effect of Non-Disclosure**

- A. An employee shall have a right to confront any person who lodges a charge against him/her with the Department. No disciplinary action can be taken against the employee if the complainant refuses such confrontation unless the Department possesses documentary evidence and/or independent confirmation and substantiation of the charges to justify disciplinary action. No written notation or record of an oral complaint received by the Department from any source shall be placed in the employee's personnel file, unless investigated and substantiated.



**Section 2.9: Right to Comment**

No evaluation, correspondence or other material derogatory about an AFF employee's competence, character or manner shall be kept or placed in personnel file without notice to the AFF employee and opportunity for him/her to submit his/her comments. If he/she so chooses, his/her comments shall be submitted within fifteen (15) working days after such notice for inclusion in personnel file.

**Section 2.10: Favorable Information**

Administrators shall be encouraged to place in the AFF employee's file, information of a positive nature indicating special competencies, achievements, performances or contributions of any academic or professional nature, including any such material received from outside, competent, responsible sources.

**Section 2.11: Changes in Employment Conditions**

Any change in terms and conditions of employment affecting any member of the bargaining unit, and which is not an inherent management right under Article III, Section 3.1 and /or Title 24 V.I.C Section 374, shall be negotiated by the parties to this Collective Bargaining Agreement prior to implementation.

Any change in terms or condition of employment due to exigent circumstances affecting any employee of the bargaining unit for an assignment to exceed seven (7) calendar days including out of district, shall be negotiated by the parties to this collective agreement prior to implementation, for which Management is obligated to relieve the employee at the end of the period stated herein. Any work related expenses including travel and housing accommodations are covered as set forth in the Government Employee's Handbook including applicable per diem ad night differential.

**Section 2.12:**

The Employer may not dismiss, suspend, demote, reprimand or discipline any employee covered by this bargaining unit without "just cause" and without "due process".

**Section 2.13**

Upon presentation of written authorization from an AFF member, the AFF Union representative (President, Vice-President, or Shop-steward) shall be allowed to examine that AFF member's personnel file.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

**Section 3.1**

Pursuant to Title 24 V.I.C. Section 374, this Agreement shall not be valid to the extent it unduly interferes with the Government's 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;
- D. Determining methods, means and personnel by which the Employer's operations are to be conducted;
- E. Maintaining efficiency of operations;
- F. Taking such actions as may be necessary to carry out the mission of the public employer in times of emergency.

**Section 3.2:**

- A. The Employer shall have the right, in its discretion, to amend, revise or revoke any job description in the best interest of the Government Service, subject to the provisions, rules, review and approval of the Director of the Division Personnel.
- B. In the event of an amendment or revision of a job description, the compensation of the incumbent shall not be reduced.

**Section 3.3:**

Any departmental or managerial function not limited by the terms of this Agreement is reserved to the Employer. The parties agree that nothing contained in this Agreement shall limit, hinder, or in any way abrogate the rights, duties and purposes of the Department as set forth in the Virgin Islands Code and regulations promulgated pursuant thereto.

**ARTICLE IV**

## FRINGE BENEFITS

### Section 4.1:

Firefighters who obtain the necessary educational training, become certified and maintain their certification as determined by the Director of Fire Services shall have the following educational differentials added to their regular based salary.

- A. Five Thousand Dollars \$4,500 plus \$500 (to maintain the requested (EMT) medical bag with supplies as determined by the Commissioner of Health, (Per Executive Order 483-2018)
  - 1. EMT-Basic
  
- B. **Two Thousand Dollars (\$2,000.00)\***
  - 1. Hazardous Materials Technician – Team Member
  - 2. Fire Service Instructor I/Junior Firefighter Instructor
  
- C. **Seven Thousand Dollars (\$7,000.00)**
  - 1. EMT-Paramedic

There shall be no compounding of pay differentials under this medical certification.

- D. **Three Thousand Dollars (\$3,000.00)**

Peace Officer up to three (3) per District (prevention unit)

(\*) Employee must be assigned by the Director of Fire Services (or his designee) and actively participating in the respective unit to be entitled to all pay differentials in Section 4.1.

### Section 4.2: Educational Benefits

Employees covered by this bargaining unit enrolling in a work related improvement course shall first get the approval of the Director of Fire Service, in writing, in order to qualify for financial assistance, up to a maximum of One Thousand dollars (\$1000.00) a year, subject to the availability of funds and provided that no two government agencies pay for the same training.

Reimbursement shall be subject to following criteria:

1. The course(s) of study to be taken by the employee must relate to the employee's field of employment as determined by the Division of Personnel.
2. The course(s) of study must be taken at an accredited educational institution.
3. If the course(s) is/are offered at more than one scheduled time, the employee must choose the schedule of class(es) which will least conflict with the employee's regular work schedule. If the employee is unable to obtain a compatible class schedule, the Department may release the employee from work without loss of pay for the period of time necessary to attend class(es).

**Section 4.3: Funeral Expenses**

Funeral expenses shall be paid, when applicable, as prescribed by law. In accordance with Title III, 712 V.I.C. (Act 4558) burial expense benefits shall be provided as set forth.

In the event that an Employee dies in the line of duty, all burial expenses shall be incurred by the Employer, pursuant to the V.I. Workmen's Compensation Act.

**Section 4.4: Annual Medical Examination**

A. The Employer shall provide an annual medical examination to each employee covered by this Agreement. Medical clearance from the military, veterans administration and private physician will be honored by the employer provided that it covers the applicable medical exam(s) set forth herein. Employee may be referred to the hospital in District of STT/STJ or F'sted Health Center in District of St. Croix and Employer agrees to pay any costs associated with these exams which are not covered by the employee health/dental insurance including applicable deductions and policy exclusions upon presentation of the CIGNA Insurance Card.

The exam shall consist of the following as listed on the referral from Employer included but not limited:

1. Pulmonary disease evaluation;
2. Stress/anxiety evaluation;

3. Chest x-ray (every 3-5 years);
4. Any other test(s) which in the professional judgment of the attending physician is necessary to determine harm done by exposure to heat, toxic smoke and gases, excessive stress, and exposure to hazardous materials.

Employee who fails to obtain medical clearance shall be on leave with pay until such time as the employee is able to obtain medical clearance necessary to perform the job duties and/or return to work. Employee may utilize sick or annual leave previously accrued and may be subjected to separation of employment if unable to submit proof of medical clearance, provided medical status updates are submitted to Employer. Any extension of leave to be considered by Employer is subject to further medical verification from treating physician.

B. The Employer, will assist in referrals for necessary treatment and will provide to all employees the appropriate immunizations. The Employer agrees to pay any costs associated with these immunizations which are not covered by the employees' health/dental insurance, including applicable deductions and policy exclusions.

C. Employee shall have access to copies of employee's medical examinations when requested.

**ARTICLE V**  
**MAINTENANCE OF BENEFITS**

**Section 5.1:**

Any practice or custom established 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 life of this Agreement provided that it is not inconsistent with any other provision of this Agreement.

The Employer shall provide a manual to each Fire Fighter containing the “revised” departmental rules and regulations, policies and procedures, past practices, and/or customs currently established and in effect throughout the V.I. Fire Service. Employer will provide a copy of said manual for each station.

Any amendments to this official manual must be transmitted to each firefighter via official memo or other written directive.

**Section 5.2:**

The Employer reserves the right to adopt and enforce reasonable work rules and regulations that amend, revise or supersede any past practice or policy followed in the Department.

**Section 5.3:**

The Employer shall consult with the members of the bargaining unit whenever it intends to adopt new rules and regulations.

**ARTICLE VI**  
**MANNING**

In order to provide a minimum level of safety to personnel, apparatus in service shall be manned with no less than:

1. Four (4) persons per pumper unit;
2. Two (2) persons per tanker unit;
3. Four (4) persons per aerial unit.

Management will make every reasonable effort to have one corporal per station per shift, but in no event less than one supervisor per shift (in keeping with Award in Impasse No. 2003-01). In the event the apparatus is not responding in an emergency mode, the apparatus can be manned with two (2) persons.



**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

**Section 7.1:**

A grievance is defined as a complaint, dispute, or controversy between the parties as to the interpretation or application of this Agreement. The following procedure, which may be initiated by either party, shall be the exclusive means of settlement of all grievances arising under the Agreement, including discharge, suspension or demotion.

All grievances under this Agreement shall be handled in the manner outlined in the following paragraphs:

**A. Grievances over Discharge, Suspension, or Demotion**

**STEP I:** Any grievance over a discharge, demotion or suspension shall be filed in writing to the Director of the Fire Service or his designee within ten (10) working days after the disciplinary action has been served upon the employee. The Director shall render his decision in writing within ten (10) working days after receipt of the written grievance.

**STEP II:** If the Director's final decision at Step 1 is not satisfactory to the Union, the parties shall proceed in accordance with Section B, Step III below.

**B. Processing of Other Grievances**

**STEP I:** All other grievances shall be filed with the Chief of the Fire District within five (5) working days after its occurrence, or after the employee, or Union, knew or should have known of the matter complained of. The grievance shall be in writing concisely stating the nature of the grievance, the date of the alleged violation, the specific provision of the Agreement alleged to be violated and the relief requested. The Fire Chief shall render his decision in writing within ten (10) working days after receipt of the written grievance.

**STEP II:** If the decision in Step 1 is not satisfactory to the Union, it may appeal the decision to the Fire Service Director not later than five (5) working days from the date of the

decision in Step 1. The Fire Service Director shall render his final decision within ten (10) working days of the date after receipt of the submitted grievance.

STEP III: Director's final decision at Step II is not satisfactory to the Union, the Union shall, within fifteen (15) working days after receipt of the Director's decision, submit to the Director its written notice of its demand for arbitration. When a demand for arbitration has been presented, the parties shall informally attempt to select an impartial arbitrator, or shall jointly request the Public Employees Relations Board (PERB) to supply both parties 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. Therefore, the Union shall make the first strike of a name and the Employer shall then strike a name, until the name of the person last appearing on the list shall be designated as the arbitrator and his appointment shall be binding on both parties.

**Section 7.2: Date and Time of Hearing**

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

**Section 7.3: Authority of Arbitrator**

The Arbitrator shall have jurisdiction and authority over preliminary, procedural matters and issues arising out of the contract in compliance with the express provisions of this Agreement and to be the finder of fact in matters under the Arbitrator's review, but shall not add to, detract from, or alter provisions of this Agreement in any way. The decision of the Arbitrator shall be rendered no later than thirty (30) days following the hearing or submission of an agreed stipulation of facts. The Award of the Arbitrator shall be final and binding on both parties. Either party desiring a transcript shall bear the cost of same, otherwise the fees and expenses of the Arbitrator shall be shared equally by the parties.

**Section 7.4:**

This Grievance Procedure shall be the exclusive remedy for disputes between the parties to this Agreement, provided, however, either party shall have the right to seek court action to enforce the award of an Arbitrator.

The Union Officers, or other designated Union representative shall be given the opportunity to be present at any formal or informal discussions between management and employees concerning grievances.

**Section 7.5:**

The Employer shall not publish in any news media or for public consumption the names of employees covered by the Agreement who have been disciplined under internal disciplinary proceedings.

**Section 7.6:**

The Employer shall submit a copy of all charges and Departmental hearings to the Union.

**Section 7.7:**

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

If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of on the last answer of Management. If Management fails to process its response to a grievance within the time limits provided, the Union shall have the right to automatically appeal, provided said appeal is made within the limits established herein.

## **ARTICLE VIII HOLIDAYS**

### **Section 8.1:**

All days specifically designated in Title I, Virgin Islands Code, §171, as it appears now or may be amended within the life of this Agreement, including 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 8.2:**

Any employee covered by this Agreement who works on any of the above holidays shall be paid his double rate of compensation for all time worked on that day. However, an employee whose employment on a Sunday on a regular or rotating shift of duty basis is necessary in the public interest, such employment on a Sunday shall not be paid holiday pay in accordance with Title 3 Virgin Islands Code, Section 560(e).

### **Section 8.3:**

An employee shall be compensated eight (8) hours pay at his regular rate of compensation for any holiday which does not fall on his regular tour of duty.

### **Section 8.4    Perfect Attendance Leave**

Employees of this bargaining agreement who have not utilized any sick leave and who have not been (AWOL) in the current calendar year shall be granted two (2) 24 hour personal days with approval of the Director of the Fire Service or his/her designee in the following calendar year. Employees who work the 8-5 shift and who meet the above-mentioned criteria shall be granted five (5) personal days off with approval of the Director of the Fire Service or his/her designee. When granted, the above-mentioned personal leave shall be charged to administrative leave and not to the employee's accrued annual or sick leave.

**ARTICLE IX**  
**INSURANCE AND RETIREMENT BENEFITS**

**Section 9.1:**

Group Health Insurance shall be provided by the Employer as set forth in Title III, Virgin Islands Code, Sections 631-640, as amended.

**Section 9.2:**

Retirement benefits shall be provided by the Employer as set forth in Title III, Virgin Islands Code, Chapter 27, as amended.

**ARTICLE X**  
**VACANCIES AND PROMOTIONS AND TRANSFERS**

**Section 10.1:**

When a permanent vacancy occurs in any promotional position it should be filled as soon as possible. The Union will be provided with a Notification of Personnel Action (NOPA), once the process has been completed or no later than the first month of employment in the position.

**Section 10.2:**

Promotions shall be conducted in accordance with Title 3 Virgin Islands Code, Sections 521, 522, and 523.

The Director of Personnel, in consultation with the Director of the Fire Service, shall establish the promotional formula. At the Union's request, the Director of Personnel and/or the Director of the Fire Service shall provide a copy of the promotional formula to the Union prior to any promotional exam.

**Section 10.3:**

The Employer agrees to provide study materials to aid members of the bargaining unit with the taking of any promotional examination. The study materials shall be made available at each fire station at least sixty (60) days prior to the exam date. The study materials will be kept in a secure place at each station and will be available to employees preparing to take the exam. Employees will sign for each book every time they are accessed whether used on the premises or taken out. These books, if removed without authority, will not be replaced for the ensuing three (3) years.

**Section 10.4:**

A promotional list will be published ranking all candidates who have a passing grade. Promotions will be made by promoting the employee with the highest score first and so on until the list is exhausted or a period of two (2) years have elapsed, whichever comes first.

**Section 10.5**

The eligibility list for promotions will remain in existence for two (2) years from the effective date of its establishment or until it is exhausted, whichever comes first. A firefighter must wait four (4) years before becoming eligible for taking the exam for corporal and then serve at least two (2) years as a corporal before taking the exam for sergeant.

**Section 10.6**

The Employer agrees that an employee covered by this Agreement, whether temporary or any other status who is already working for the V.I. Fire Service be given priority for any permanent appointment that may become available, provided that they are qualified by the Director of Personnel.

## **ARTICLE XI** **SENIORITY**

### **Section 11.1**

Seniority is defined as an employee's length of continuous service within their rank from the date of appointment to that rank. Seniority shall be used to determine the relative rights of employees within the bargaining unit. A senior employee may reject a seniority benefit; however, this may not be construed by the Employer as waiver of such employee's seniority rights in subsequent situations where seniority may prevail.

### **Section 11.2**

In the event two (2) or more employees have the same date of original employment with the Department, seniority shall be determined by the employees final score in the promotion exam administered at the Division of Personnel.

### **Section 11.3**

New employees and those hired after a break in continuity of service will be regarded as probationary employees for one calendar year of employment and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by the Employer and shall have no recourse to the grievance procedure, provided that this will not be used for purposes of discrimination because of race, color, religion, creed, national origin or sex, or because of membership in the Union or because of a personal grudge between the affected employee and his employer.

### **Section 11.4:**

In the case of a personnel reduction, the employee with the greatest seniority shall be given first preference for retention. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.



**Section 11.5:**

A seniority list shall be posted on each bulletin board once a year. Seniority shall include time with the V.I.F.D. and this list shall be used in all cases where seniority is an issue.

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

- A. Voluntarily resigns or retires;
- B. Is discharged for just cause and not reinstated;
- C. Is absent for three (3) consecutive unexcused work shifts for shift employees and five (5) working days for non-shift employees;
- D. Fails to report to work after recall from lay-off;
- E. Fails to report to work for three (3) consecutive work shifts following a leave of absence for shift employees and five (5) consecutive work days for non-shift employees;
- F. Obtains a leave of absence under false pretense;
- G. Fails to report to work after being off due to a compensable work-related injury within five (5) working days for non-shift employees and three (3) consecutive work shifts for shift employees after his/her authorization to return to work by his/her doctor.

**ARTICLE XII**  
**WAGES**

**Section 12.1: Pay Differential:**

An employee covered by this Agreement whose work falls between 6:00 p.m. and 6:00 a.m. shall be compensated at a rate of 15% night differential rate of pay.

Night differential shall be paid on all overtime hours worked between 6:00 pm. to 6:00 a.m.

**Section 12.2: Career Incentive Program:**

Employees covered by this Agreement shall be entitled to the provisions and benefits of the career incentive program under Title 3, Section 570 of the Virgin Islands Code, as amended. New hired employees are not entitled to career incentive pay during their one (1) year probationary period.

**Section 12.3: Travel Compensation:**

Travel compensation shall be in accordance with executive order.

**ARTICLE XIII**  
**HOURS OF WORK**

**Section 13.1:**

The work schedule of all firefighters assigned to the Suppression Unit shall be in accordance with Title 23 V.I.C. § 555, containing a platform system of alternating twenty-four (24) hour shifts.

**Section 13.2:**

The work schedule of all firefighters in this bargaining unit assigned to the specialized Arson Investigation and Prevention Unit shall consist of an 8-hour workday from 8:00 a.m. to 5:00 p.m., inclusive of a flexible one (1) hour mealtime (except holidays).

## **ARTICLE XIV** **OVERTIME PAY**

### **Section 14.1:**

In the event that overtime should occur in the Fire Department because of emergency or other unforeseen conditions, overtime shall be paid at one and one half times the employee's current hourly rate for all hours in excess of the regularly scheduled work day or work week.

### **Section 14.2:**

The Director or his designee shall retain the authority and discretion to determine when overtime is necessary.

### **Section 14.3:**

All employees covered by the terms of this Agreement who are called back to work from duty or employees responding to an emergency scene and who obtains the Officer in Charge permission to assist at the scene shall receive a minimum of three (3) hours compensation at the overtime rate in money or double compensatory time, at the discretion of the Director.

### **Section 14.4:**

Employees on leave status are exempt from the provisions of this Article provided that said employees shall not be called in to work pursuant to this Article until all other available employees have been recalled.

### **Section 14.5:**

Off-duty employees responding to an emergency scene and who obtains the "OIC" (Officer in Charge) permission to assist at the scene shall be covered by worker's compensation in the event of injuries sustained.

A. Employees responding to an emergency scene and who obtains the "OIC" permission to assist at the scene shall be compensated at the rate and/or manner stipulated in Section 14.3.

**Section 14.6:**

Any meetings, departmental hearings and/or special activities requiring the attendance of off-duty personnel covered by this Agreement shall be subjected to the provisions of overtime, except if such attendance is required for union business.

**ARTICLE XV**  
**WORKING OUT OF CLASSIFICATION**

**Section 15.1:**

Any employee covered by this Agreement who is required to accept the responsibility and carry out the duties of a position or rank above that which he normally holds for a period in excess of ten (10) consecutive working days for persons on 8-5 workday and three (3) consecutive 24 hours for persons on shift shall be compensated for all acting time at a rate of ten (10%) percent above his current hourly rate.

The Employer agrees that employees covered by this Agreement and assigned to acting positions shall not be rotated in bad faith for the purpose of preventing the employee from completing the required three (3) consecutive working days for qualifying for out-of-rank pay.

**Section 15.2:**

No person with a rank lower than corporal shall be in charge of a station unless a corporal or person of higher rank is not available and with the consent of the firefighter assigned.

**Section 15.3:**

Firefighters shall only be required to perform duties in accordance with the job specification.

**Section 15.4:**

All bi-weekly payroll checks shall be accompanied by a check stub, which specifies the number of hours worked and the employee's hourly rate of pay. Management will use its best efforts to pay overtime no later than two (2) pay periods after it is earned.

**Section 15.5:**

A firefighter shall not be required to perform an act which he/she has not successfully completed training to perform.

**ARTICLE XVI**  
**TRAINING PROGRAM**

**Section 16.1:**

The Employer shall maintain a Training Program consistent with the standards of the National Fire Protection Association (N.F.P.A.).

- A. The Employer agrees to provide pertinent fire publication and materials on fire addressing updated firefighting strategies/tactics and new trends in firefighting.
- B. Fire publications and materials must be made accessible at all fire stations.
- C. Firefighters shall be trained to meet the minimum performance standards set forth in N.F.P.A. 1001. The standards utilized must correlate with Fire Suppression and Fire Prevention operational responsibilities employed in the V.I. Fire Service.

**Section 16.2:**

All newly hired firefighters shall be trained in firefighting techniques for a period of no less than six (6) weeks (240 hrs.) before being assigned to a regular shift, and four (4) hours every week shall be set aside for training of all regular firefighters.

Any regularly scheduled training shall be conducted during the normal tour of duty shifts.

- A. Any mandatory training activities involving off duty personnel of this bargaining unit will be subjected to the provisions of overtime and/or compensatory time.
- B. Whenever it becomes necessary for off-duty personnel to attend any refresher training for the purpose of maintaining their certifications, the time required shall be subject to the provisions of overtime and/or compensatory time. If such training is scheduled during the employee's regular tour of duty, he/she shall be granted Administrative Leave for the purpose of attending that training, at the discretion of the Director.

**Section 16.3:**

The Employer agrees to conduct an annual seminar or workshop to provide firefighters with an update on all relevant changes in fire fighting methods and techniques. The member will be granted administrative leave to participate in any such authorized training to include per-diem, and travel to and from training.

**Section 16.4:**

Firefighters will be required to engage in some form of physical fitness program.

**Section 16.5:**

Employees covered by this bargaining agreement assigned or re-assigned to another specialty area must receive a minimum of one (1) week orientation training in the new specialty area except in cases of absolute emergency.

**Section 16.6:**

The employer shall provide to any employee who has been reassigned to another specialty, within five (5) working days of the re-assignment, the following items:

- A. An updated job description for that newly assigned specialty area, rank, or position.
- B. Policies and procedures governing that particular area of work or division.



**ARTICLE XVII**  
**LEAVES**

**Section 17.1: Annual Leave:**

All employees covered by this Agreement shall accrue leave as follows:

- A. Four (4) hours for each full bi-weekly pay period for an employee with less than three (3) years of service;
- B. Six (6) hours for each full bi-weekly pay period, except that the accrual for the last full bi-weekly pay period in the year is ten (10) hours for an employee with three (3) but less than fifteen (15) years of service; and
- C. Eight (8) hours for each full bi-weekly pay period for an employee with fifteen (15) or more years of service.
- D. 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 (3 V.I.C. 582).

**Section 17.2: Sick Leave**

All employees covered by this Agreement shall accrue sick leave as follows:

- A. Except as provided in §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 day for each full bi-weekly pay period.  
Suppression – 24-hour work shift  
Prevention – 8-hour workday
- B. Proof of sickness shall be subject to such regulations as the Governor may prescribe.
- C. When required by serious disability or ailments, up to thirty (30) days sick leave may be advanced upon approval by the Director/Head of the agency.
- D. Each employee shall receive a list of his/her accrued sick leave and annual leave by February 1 of each year.

**Section 17.3: Maternity Leave/Paternity Leave**

- A. Within thirty (30) days after pregnancy is confirmed, an employee must provide to the Employer a medical certificate indicating (1) the expected date of delivery; (2) the date on which it is expected she will no longer be physically able to perform her regular duties; and (3) that it is expected that she can work until that date without risking injury to herself or the health of her unborn child. Upon presentation of said certificate the employee may apply for and shall be granted Maternity Leave to commence no later than the second date specified in the certificate unless otherwise indicated by a de facto situation. Employee shall provide Employer with medical notice attesting to the adoption of the child (ren).
- B. Paternity leave may be granted to an employee who becomes a father of a newborn child or an adopting parent. Such leave shall be charged to sick leave and/or annual leave and then leave without pay as approved by employer.
- C. Any 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 seniority only.

**Section 17.4: Military Service Leave**

All employees covered by this Agreement shall be granted Military Service Leave in accordance with Title 3, Section 590 and Title 23, Section 1524 of the Virgin Islands Code.

**Section 17.5: Bereavement Leave**

An employee who suffers the death of his/her parents, spouse, children, brother and/or sister shall be entitled to five (5) days administrative leave with pay for persons on 8-5 workday and forty eight (48) hours with pay for persons on shift.

An employee who suffers the death of his/her stepfather, stepmother, grandparent, grandchildren, aunt, uncle or other relative by blood or marriage living in the same household shall be entitled to two (2) days administrative leave with pay for persons on 8-5 workday and twenty-four

(24) hours with pay for persons on shift.

If the circumstances necessitate the additional time off, the employee may use annual or sick leave. No leave shall be charged for a holiday falling within the period of absence due to a death in the immediate family.

**Section 17.6: Jury Duty**

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 (3 V.I.C. §586).

**Section 17.7: Personal Leave**

Each employee shall be allowed one (1) personal leave day of twenty four (24) hours annually to be taken at the discretion of the employee, subject to the approval of the Department.

**Section 17.8: Special Recognition for Employee of the year in conjunction with the VI Division of Personnel and the Labor Management Committee**

Selection of Employee of the year shall be made based upon a selection process formulated by the Labor Management Committee and the VI Division of Personnel. The criteria upon which the selection process is based shall be posted on all bulletin boards by January 30<sup>th</sup> of each calendar year throughout the Fire Service prior to the actual selection.

No elected member of the AFF, Local 2125 or 2832 would be eligible to serve as an employ of the year, while in office or serving on the Labor Management Committee as well as any upper level management personnel of the VI Fore Service.

**Section 17.9: Family Medical Leave Act**

All employees covered by this Agreement shall be entitled to such benefits and privileges as provided under the Family Medical Leave Act of 1993, as it exists or may be amended from time to time during the life of this Agreement.

**Section 17:10 Leave of Absence**

Subject to the discretion of Employer, and provided it does not unduly disrupt the day to day

operation of Employer, an Employee may be granted leave of absence without pay. If granted, such unpaid leave 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 approval of Employer not to exceed one (1) year as per the Government Employee Handbook.

**Section 17:11 Emergency Leave**

Emergency Leave may be granted at the discretion of Employer, in instances where timing and circumstance prevents the Employee from the proper and timely request for said leave. Such leave may be deducted from the Employee's sick or annual leave depending upon the circumstances. Employee shall notify the immediate supervisor, who shall have entered "Emergency leave" next to the employee's name. Notification shall be made by the Employee or his/her Designee by phone or in person on the day of the emergency or no later than twenty-four (24) hours later. Verification of the emergency must be given to the immediate supervisor no later than twenty-four (24) hours after the emergency.

Emergency Leave includes but not limited to:

- A. Sudden illness or death of a child or other member of the employee's household or immediate family for who the employee has direct responsibility; or
- B. Disruption of the employee's household by theft or fire or natural disaster; or
- C. Accident

**Section 17:12 Annual Leave Schedule**

Annual Leave Schedule shall be posted by February 15<sup>th</sup> of each year, by the Employer in accordance with its operational requirements. Where possible, Employee will be granted annual leave preferences as requested. Where such preference conflicts, the dispute shall be resolved in accordance with the respective seniority Employees involved in this process. All senior members with twenty (20) or more years shall have the first opportunity to submit their Annual Leave by January 31<sup>st</sup> of each calendar year.

All other members will be allowed to submit their Annual Leave after January 31<sup>st</sup>, of each calendar year.

**ARTICLE XVIII**  
**SAFETY AND HEALTH**

**Section 18.1:**

The Employer agrees to provide safe, sanitary, and secure duty stations in accordance with Occupational Safety and Health Act (OSHA) regulations and N.F.P.A. recommendations.

**Section 18.2:**

The Employer agrees to provide the necessary staffing, equipment, and supplies for the safe, effective, and efficient performance of fire fighting duties meeting the minimum standards set by OSHA and N.F.P.A. recommendations.

**Section 18.3:**

- A. Employer agrees to provide no less than five (5) positive pressure self-contained breathing apparatus "SCBA", with one (1) additional air cylinder per SCBA unit for each pumper.
- B. Each firefighter will be provided with their own personal SCBA mask.

**Section 18.4:**

A locker or other secured facilities shall be provided for each firefighter at each station.

**Section 18.5:**

Any equipment or vehicle not meeting safe operating standards as determined by the station mechanic and verified by the Fire Chief shall be placed in an off line status immediately. This will take effect as soon as the shift supervisor is advised of the condition and he or she verifies the situation.

**Section 18.6:**

The Employer agrees to furnish all fire suppression responding units with first aid kits, fire extinguishers, blankets, water-proof lamps and other related equipment.

**Section 18.7:**

Fire apparatus tires shall be in conformity with the manufacturer's suggested recommendations. Every apparatus in service shall be provided with an insulated water cooler of at least five (5) gallon capacity.

**Section 18.8:**

Employer shall provide showers with hot running water, a refrigerator, beds, A/C units, sanitary supplies and dishwashing facilities at all fire stations. The Union will purchase television, microwaves, ice machines, deep freezers, washers and dryers for all fire stations as its deems necessary. Management will not object to the Union's soliciting third parties for additional equipment and supplies for use by its members as herein listed.

**Section 18.9:**

A. To the extent possible the Employer agrees to ensure that the appropriate testing procedures for all fire equipment and vehicles are conducted at the minimum recommended intervals and in the manner prescribed by the manufacturer, and by the recommendations of N.F.P.A.

B. Firefighting equipment must conform to OSHA standards, manufacturer's specifications, and N.F.P.A. recommendations

C. Written documents of all test results must be maintained for the life and use of all firefighting equipment/vehicle. And test records shall be made available to AFF Locals 2832 and 2125 upon five (5) working days of request.

**Section 18.10:**

All fire apparatus/vehicles must be tested annually to verify their operational safety and readiness as recommended by N.F.P.A. The results of these tests shall be logged in an "official" Fire Service log book and be made available to AFF 2125 and 2832 upon request.

**Section 18.11:**

To the extent that station can be retro-fitted and the funds are available the Employer shall provide exhaust fumes removal systems in all stations for all fire apparatus equipped with diesel engines.

**Section 18.12:**

The Employer shall provide separate sleeping quarters and bathroom facility for female firefighters covered under this bargaining unit, to the extent that the station can be renovated and/or retro-fitted, and funding is available.

**ARTICLE XIX**  
**UNIFORMS AND CLOTHING ALLOWANCE**

**Section 19.1:**

- A. All protective clothing required of employees in the performance of their duties to include (Turnout pants/coats, suspenders, boots, gloves, helmet with face shields protective hoods) shall be furnished without cost to the employee by the Employer and maintained in good, safe condition by the employee.
- B. Employee are required to purchase and wear uniforms as directed by Management. The Employer shall pay to each employee the sum of eight hundred dollars (\$800.00) for uniform allowance and clothing maintenance prior to December 1, per fiscal year.
- C. A joint labor/management committee will meet periodically to review the uniform items provided and may recommend alternatives or changes in specific items during the life of the contract. The Employer retains the right to approve or not approve the recommendations.
- D. The Employer will be responsible for the replacement and/or repair of all uniform items and protective clothing and protective devices unless the item is lost or damaged due to the employee's neglect. If an employee loses or damages an item through neglect, he/she will be required to purchase a replacement item. The Employer has the authority to inspect and determine if and when a replacement of any uniform item is required.
- E. The Employer will initially provide all appropriate patches, badges, name plates and other insignias.
- F. All protective clothing must meet Occupational Safety and Health Administration's (OSHA's) and National Fire Protection Association's (NFPA's) standards and recommendations.



**ARTICLE XX**  
**SHIFT EXCHANGE**

**Article 20.1:**

Employees may exchange shifts if, in the opinion of management, the changes do not interfere with the operation of the Fire Department.

**ARTICLE XXI**  
**ON AND OFF DUTY INJURY: BENEFITS**

In accordance with applicable law, any off-duty fireman who is injured while acting in his official authorized capacity shall be compensated and entitled to all statutory benefits as though he were on his regular tour of duty. Such benefits include:

- A. Workmen's compensation;
- B. Duty disability annuity;
- C. Death benefit; or
- D. Group Health Insurance.

**ARTICLE XXII**  
**UNION BUSINESS LEAVE**

- A. The Union Officers consisting of the President, Vice-President, Secretary, Treasurer, and/or any Board Member who is a Shop Steward designated by the Union President, shall be granted administrative leave to participate in contract negotiations.
- B. A shop steward, or in his absence the alternate shop steward, shall be granted reasonable administrative leave to participate in the adjustment of grievances and/or arbitration.
- C. An authorized representative of the Union shall be granted administrative leave for the purpose of appearing before any Legislative, Executive and/or Judicial body, including the office of the Director of the Virgin Islands Fire Service on behalf of the Association and/or the Virgin Islands Fire Service.
- D. The Employer shall recognize no more than ten (10) shop stewards: four (4) on St. Croix, four (4) on St. Thomas, and two (2) on St. John. The shop stewards shall be designated by the Union.
- E. The Union shall inform the Employer, in writing, of the name(s) of all Union officers, legal designate, shop stewards and alternate shop stewards.
- F. Officers and representatives of the Union shall be granted admission to the Employer's facilities for the purpose of investigating and discussing grievances and other matters pertaining to this Agreement.
- G. The use of the telephone for local calls shall be granted Union officers and shop stewards for the purposes of investigating, adjusting and discussing grievances, complaints and disputes.
- H. A Union Representative desiring time off to conduct other union business, shall, in the discretion of the Director of the Virgin Islands Fire Service or his designee, be granted administrative leave with pay for such purpose. The request shall be addressed to the Director in writing, at least five (5) days in advance of the proposed leave, indicating the date(s), time and place where the Union business is to be conducted. Such

permission shall not be unreasonably withheld.

- I. Any employee called into temporary, full-time or part-time service, in any capacity for the Union shall continue to accrue seniority.

**ARTICLE XXIII**  
**BULLETIN BOARDS**

The Employer agrees to furnish space for suitable bulletin boards in convenient places in each station and work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**ARTICLE XXIV**  
**MILEAGE ALLOWANCE**

An employee who refuses to utilize his personal vehicle after reporting to his assigned duty station shall be given transportation to his next assigned duty station and back to his original duty station

**ARTICLE XXV**  
**NON-DISCRIMINATION**

**Section 25.1: Non-Discrimination**

The Employer and the Union agree that the provisions of this Agreement shall be applied to all employees covered thereby without regard to race, color, religion, political belief, sex, marital status, age, union membership or non-membership, activity on behalf of the Union, or national origin except as required by the Virgin Islands Resident Preference Law.

**Section 25.2: Gender**

All references to "employee", "his" or "hers" on this Agreement are intended to refer to both male and female employees and shall be so construed.

**ARTICLE XXVI**  
**LABOR MANAGEMENT COMMITTEE**

There shall be a Labor Management Committee which shall consist of four (4) members designated by the Union President of which no more than three (3) shall be duty personnel and the Director shall designate no more than four (4) members to serve on this committee. The Labor Management Committee shall meet at least once every three (3) months, by mutual consent, and such meetings shall be held during working hours. The purpose of these meetings will be to discuss problems and objectives of mutual concern, and may not involve grievances or the terms and conditions of this Agreement.

The Director will furnish a secretary to take minutes of the meetings and these minutes will be submitted to the Union President, Fire Chief and the Director.



**ARTICLE XXVII**  
**NO STRIKE CLAUSE**

**Section 27.1:**

The Union shall not strike against the Employer, or assist or participate in any strike against the Employer. Further, in the event that any unit employee or unit employees strike, threaten to strike, cause a strike, participate in a strike, or attempt to cause a strike against the Employer, the Union shall immediately use its best efforts to prevent or stop such a strike.

**Section 27.2:**

Any strike, work stoppage, show-down, sick-out or any other job action intended to disrupt the work of the Department or impair its ability to fulfill its lawful responsibilities is prohibited during the duration of this Agreement. Any such job action undertaken by an individual employee or group of employees shall be ground for immediate disciplinary action including dismissal.

**Section 27.3:**

During the terms of this Agreement there shall be no lockout by the Government (Employer).

**ARTICLE XXVIII**  
**SAVINGS CLAUSE**

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

**ARTICLE XXIX**  
**TOTALITY OF AGREEMENT**

**Section 29.1:**

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

**Section 29.2:**

All appendices and amendments to this Agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all provisions of this Agreement.

**ARTICLE XXX**  
**DURATION OF AGREEMENT**

**Section 30.1:**

This Agreement shall be in full force and effect from 12:01 a.m. of the 1st day of October, 2018, until midnight of the 30th day of September, 2021; provided, however, that this Agreement shall be of no force or effect unless approved by the Governor of the Virgin Islands, further that any portion of this Agreement requiring that legislative action to permit its implementation by providing funds therefore shall not become effective until the Legislature of the Virgin Islands has enacted appropriate implementing legislation. This Department agrees to exert its best efforts to secure such approval.

**Section 30.2:**

No provision of this Agreement which was not expressly set forth in the prior agreement between the parties shall be subject to the grievance and arbitration procedure of this Agreement if the complaint, dispute or controversy as to the interpretation or application of the provision arose between October 1, 2012 and the date of execution of this Agreement by the Governor.


**Section 30.3**


The Employer and AFF 2832 and 2125 agrees to equally share the cost to reproduce sufficient copies of this Agreement for distribution to the members covered by this bargaining agreement.

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

**GOVERNMENT OF THE VIRGIN ISLANDS**

**ST. THOMAS/ST. JOHN, LOCAL  
2125 & ST. CROIX, LOCAL 2832  
ASSOCIATION OF FIREFIGHTERS**

BY:   
NATALIE NELSON TANG HOW, ESQ.  
Chief Negotiator

BY:   
ANDRE DORSEY  
Chief Negotiator  
President, Local 2125

Date: 12-17-18

Date: 12/17/2018

BY:   
MELBOURNE ADAMS, JR.  
President, Local 2832

Date: 12/17/2018

**APPROVED:**

  
HONORABLE KENNETH E. MAPP  
Governor

DATE: 12-27-18

WAGE PROPOSAL

	<u>WAGES</u>	<u>Comments</u>
Wage Proposal	Year 1 = 4 Steps New Pay Plan (See attached) Year 2 = 2 Steps	

ACCEPTED   
10/11-12

FOR SUBMISSION TO IMPASSE: (GVI) \_\_\_\_\_