

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**VIRGIN ISLANDS FIRE SERVICE**

**of the**

**GOVERNMENT OF THE VIRGIN ISLANDS**

**and the**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**Locals 2125 and 2832**

**(SUPPORT STAFF)**

**Effective Date : October 1, 2018**

**Expiration Date: September 30, 2021**

## INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	UNION SECURITY	3
III	MANAGEMENT RIGHTS	7
IV	GRIEVANCE PROCEDURE	9
V	REPRESENTATION	13
VI	HOURS OF WORK AND OVERTIME	14
VII	SALARY SCHEDULE	16
VIII	LAWFUL BENEFITS	18
IX	FRINGE BENEFITS	19
X	MAINTENANCE OF BENEFITS	20
XI	INSURANCE AND INSURANCE BENEFITS	21
XII	WORKING CONDITIONS	22
XIII	UNION BUSINESS LEAVE	24
XIV	LEAVE OF ABSENCE	25
XV	HOLIDAYS	28
XVI	SAFETY AND HEALTH	29
XVII	UNIFORMS	30
XVIII	MILEAGE ALLOWANCE	31
XIX	BULLETIN BOARDS	32
XX	NON-DISCRIMINATION	33
XXI	REDUCTION AND RESTORATION OF FORCES	34
XXII	SAVINGS CLAUSE	35
XXIII	TOTALITY OF AGREEMENT	36
XXIV	DURATION OF AGREEMENT	37
	SIGNATURE PAGE	38

## **PREAMBLE**

THIS AGREEMENT is entered into by the Bureau of Fire Service, Government of the Virgin Islands, hereinafter referred to as the "Employer" and the International Association of Firefighters, Local 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.

## **ARTICLE I** **RECOGNITION**

### **Section 1: Employees Included; Excluded**

The Employer recognizes the Union as the exclusive bargaining agent for all Professional, Service and Clerical employees (hereinafter referred to as employees) in the Agency of Fire Service, Government of the Virgin Islands, St. Thomas, St. John and St. Croix, as certified by the Public Employees Relations Board RC-82-5 and RC-91-2.

**INCLUDED:** Administrative Assistants, Administrative Officer I, Administrative Secretary II, Accountant I, Bookkeeper III, Clerk Typist III, Supervisor of Maintenance and Equipment, Custodial Worker II. Administrative Secretary I, Clerk Typist III, Administrative Officer III, Bookkeeper III, Custodial/Messenger.

**EXCLUDED:** Management Employees, Supervisory Employees and Class III Employees.

### **Section 2: Definition**

All references to "Employees", "his" or "her" in this Agreement are intended to refer to both the male and female gender and shall be so construed.

## **ARTICLE II**

### **UNION SECURITY**

#### **Section 1: Union Membership**

No employee or prospective employee shall be required to join the Union or, if a member, remain a member in good standing as a condition of employment. The Government shall neither encourage nor discourage membership in the Union.

#### **Section 2: Union Dues**

The Employer agrees to the establishment and maintenance of a check-off procedure whereby the Employer, through the Department of Finance, shall make bi-weekly payroll deductions of regular periodic Union dues as provided in § 373(d) of Act 4440. These deductions shall be based on an employee's written authorization to do so, submitted to the Employer. Said authorizations shall be revocable during the last ten (10) working days of each six (6) month interval commencing from the signatory date and shall so state. Such revocation shall be delivered to the Employer and the Union and the employee shall receive receipts thereof. Unless revoked during the stated period, the authorization shall automatically renew for an additional period of six (6) months in accordance with the above procedure. Deductions shall commence with respect to dues for the month in which the Employer receives the employee's written authorization.

#### **Section 3: Free Speech**

Union employees shall continue to express the right to 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 4: Procedure**

The Union will instruct PS&C employees to discuss any problems with the Fire Service system to the Union President or designee, and Management prior to any public or private expression of criticism.

Section 5: Employees File

Official PS&C employee files shall be maintained under the following conditions:

- A. No material derogatory to a PS&C employee's conduct, service, character or personality shall be placed in the files unless the PS&C employee has had an opportunity to read the material. The PS&C employee shall acknowledge that she has read such material by affixing her signature on the actual copy to be filed, with the understanding that such signature merely signifies that 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, exclusive of a vacation period, may not later be added to the file.

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.

- B. Where applicable, the PS&C employee may request in writing the examination of her own non-privileged record in the presence of the Agency 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 PS&C employee. The Agency or Division Head or designee and the PS&C 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 with employee's permission. Union Representative may inspect an AFF employee file with written

permission from employee. When an AFF employee file is inspected by any such person(s), that person(s) 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.

Section 6: Inaccuracies

Material will be removed in an expedited manner from the file when an employee's claim of inaccuracy 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 7: Effect of Non-Disclosure

- A. Any derogatory material placed in the personnel file and not shown to the PS&C employee within twenty (20) days after receipt by the Department shall not be allowed as evidence in any grievance or disciplinary action against a PS&C employee, unless the Department has made a good faith effort to show such materials to the employee and send a copy to the Union, and the Department's efforts have been unsuccessful.



- B. An employee shall have a right to confront any person who lodges a charge against 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.
  
- C. No written notation or record of an oral complaint received by the Agency from any source shall be placed in the employee's personnel file, unless investigated and resolved in a final administrative proceeding, including but not limited to Mediation, Arbitration, or a Court with competent Jurisdiction over the matter. The parties may mutually agree to resolve the complaint by an informal conference before the Fire Director and/or Lieutenant Governor. If the Agency is unable to verify the information received in such a complaint, the complaint shall be recorded with a notation that the information was not resolved as provided in this Sub-section C.

Section 8: Right to Comment

No evaluation, correspondence or other material derogatory about an employee's competence, character or manner shall be kept or placed in personnel file without notice to the employee and opportunity for him/her to submit h her comments. If he/she so choose, his/her comments shall be submitted within ten (10) working days after such notice for inclusion is personnel file.

Section 9: Favorable Information

Administrators shall be encouraged to place in the PS&C 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 10: Changes in Employment Conditions

Any change in terms and conditions of employment affecting any member of the bargaining unit 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 bargaining 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 and pay differential.

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

Section 1:

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

- A. directing and supervising the employees of this unit;
- B. determining qualifications and standards for hiring and the content of examinations therefore;
- C. hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging employees, subject to the provisions of this Agreement;
- D. maintaining efficiency of operations;
- E. determining methods means and personnel by which the Employer's operations are to be conducted; and
- F. taking such actions as may be necessary to carry out the mission of the Public Employer in times of emergency.

Section 2: Right to Amend

- A. The Employer shall have the right, in its discretion, to adopt, amend, revise or revoke any job description or classification in the best interest of the Government Service, subject to the provisions of this Agreement.
- B. In the event of an amendment or revision of a job description, the compensation of the incumbent employee shall not be reduced.

Section 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.

Section 4: Discipline and Discharge

The right to discipline and discharge is considered to be a management prerogative. Due process and rights of the employee are defined in order to provide protection against capricious and arbitrary actions by the Employer.

## **ARTICLE IV GRIEVANCE PROCEDURE**

### Section 1:

Grievance is defined as a complaint, dispute, and controversy between the parties as to the interpretation or application of this Agreement. The follow 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.

### Section 2: Grievances

- A. Any grievance over a discharge, suspension or demotion shall be filed with the Department Head of the affected employee(s) within five (5) working days after an employee is notified of the date of the discharge, suspension or demotion or the grievance will be invalid.
  
- B. Union grievances disputing the interpretation or application of a particular provision of the Agreement by the Department which generally affects the employees shall be filed by the Union with the Department not later than ten (10) working days after the date the Union learns or should have learned of the Department's disputed interpretation or application of the Agreement provision.

### Section 3: Processing of Grievances

Step 1: If an employee believes that any provision within this contract has been violated, he may, within five (5) working days, file a grievance, in writing, concerning said violation. The supervisor shall advise the employee and the employee's shop steward of his grievance within five (5) working days after it occurrence. The supervisor shall meet with the employee five (5) working days of receipt of the grievance and within three (3) working days to render a decision.

Step 2: If the supervisor's decision is not acceptable to the employee, he or she, within five (5) working days after receiving the answer in Step 1, may appeal the decision by presenting a grievance in writing to the head of the division in which the employee is employed on a form which sets forth the facts and circumstances of the alleged grievance, the part of this Agreement alleged to have been violated and the relief sought, The employee shall have the right to present the grievance or to have the Union present the grievance on the employee's behalf through the shop steward or other union official. Within five (5) working days after the hearing, the division's head shall render a decision on the grievance and shall advise the union representative, the shop steward and the employee of his decision in writing.

Step 3: If the department's answer in Step 2 above is not satisfactory to the Union, the Union within ten (10) days may appeal the decision to the Department Head. He shall respond in writing to the appeal within five (5) working days after receiving same, and render a final departmental decision.

Section 4: Demand for Arbitration and Selection of Arbitrators

If the Department's final answer at Step 2 above is not satisfactory to the Union, within ten (10) working days after delivery of the Department's final answer, the Union may file with the Department, a written demand for arbitration signed by a Union representative. When a demand for arbitration has been presented, the parties shall informally attempt to select an impartial arbitrator, or shall jointly request the Public Employees Relations Board (PERB) of the Government of the Virgin Islands to supply both parties with a panel of five (5) impartial arbitrators. Either party within five (5) working days of receipt of the list shall have the right to reject one entire list and request the submission of another panel. Thereafter, the Union shall make the first strike of a name and the Department 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 5: 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 6: 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 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.

Section 7. Effect of Arbitration Award

Any decision or award of an Arbitrator is to be rendered no later than 30 days following the hearing or submission of an agreed stipulation of facts and consented to by the Arbitrator as a condition of acceptance to preside. 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. The final Award shall be binding on the parties and enforceable in any court of competent jurisdiction.

Section 8: Employee Arbitration Expense

Employees called to the arbitration as witnesses will be excused by the Agency without loss of pay.

Section 9: Time Limits

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

If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of the last answer of the Department. The Union may withdraw a grievance at any step in this procedure by notifying the Department in writing. If



the Department fails to process its response to a grievance within the time limits provided, the Union shall have the right to automatic appeal provided such right of automatic appeal is made within the time limits established herein.

Section 10: Definition of Working Days

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

Section 11: Failure to Attend Arbitration Hearing

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

Section 12: Arbitrator's Decision/Award

The Arbitrator's decision/award shall be available within thirty (30) days of the last hearing or within thirty (30) days of the submission of facts as provided for in Section 5 of this Article.

Section 13: Suspension or Discharge

- A. No employee shall be suspended or discharged except for just cause. In the event an employee is suspended or discharged, the Employer shall give such employee, and the representative of the Union a written notice setting forth the cause for suspension or discharge.
- B. If an employee is discharged he shall be removed from the payroll effective the date of discharge, notwithstanding the filing of any grievance challenging the discharge.
- C. If an employee is recommended for suspension or discharge for cause, his right to compensation shall remain unaffected until a grievance challenging the suspension has been heard at Step 3 of the grievance procedure or the time limit in which to file a grievance has expired, whichever occurs earlier.



**ARTICLE V**  
**REPRESENTATION**

The station stewards or other elected Union representative shall be given the opportunity to be present at any formal discussions between management and employees concerning grievances.

**ARTICLE VI**  
**HOURS OF WORK AND OVERTIME**

**Section 1: Work Week**

The PS&C employee work week shall consist of five (5) consecutive working days, with each working day consisting of eight (8) hours of work.

**Section 2: Definition of Working Day**

Whenever used in this Agreement, the term "working day" means any day, Monday through Friday, exclusive of holidays.

**Section 3: Overtime Pay**

Wages at the rate of one and one-half (1-1/2) times the employee's straight time hourly wage rate shall be paid in the following instances, providing overtime has been approved in writing by the supervisor of the unit:

- A. Work performed in excess of eight (8) hours in any one (1) working day;
- B. Work performed in excess of forty (40) hours in any one (1) work week;
- C. Wages at the rate of two (2) times the employee's straight time hourly wage shall be paid for work performed in excess of forty-eight (48) hours in a work week.

**Section 4: Distribution of Overtime Work**

- A. When the Employer determines that work must be done on overtime, it will be authorized in writing in advance by a supervisor. The Employer will give advance notice of the overtime when requiring employees to work overtime, except in cases of emergency. The overtime will be assigned to individuals who can provide the specific functions required. In instances where there are two (2) or more employees, overtime will be assigned to the employee with the most seniority.
- B. Nothing in this Section shall require the Employer to assign work on overtime that is not needed or which can be accomplished by employees on a straight

time basis. No employee shall be forced to take time off his regular schedule to avoid the payment of overtime for hours worked outside his normal schedule.

- C. Any employee who accepts an overtime assignment and who fails to report as scheduled may be subject to disciplinary action as the circumstances warrant.

Section 5: Working out of Classification

In the event of an assignment to a higher classification made solely for the convenience of the Department 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 labor grade to which he is temporarily assigned, whichever is higher, commencing with the second payroll period.

**ARTICLE VII**  
**SALARY SCHEDULE**

**Section 1:**

1. International Association of Firefighters (Locals 2832 and 2125) is recognized by the Government of the Virgin Islands as the exclusive bargaining representative for the Virgin Islands Fire Service (Support Staff).
2. The Parties agree to a successor agreement comprising of the former agreement of October 1, 2009 to September 30, 2014, and all language changes agreed to during negotiations on October, 2018.
3. See Pay Plan Attached as Appendix A

**ARTICLE VIII**  
**LAWFUL BENEFITS**

All health, welfare, annuity, insurance, sick leave, maternity leave, annual leave, holidays, retirement, jury and military service provisions and benefits conferred upon career service employees by Chapter 25 of Title 3, V.I. Code, and any other benefits conferred in conjunction with the aforesaid and/or pursuant to the V.I. Code, the 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, shall be applied to the employees covered by this Collective Bargaining Agreement.

**ARTICLE IX**  
**FRINGE BENEFITS**

**Section 1: Educational Benefits**

- A. Any PS&C employee 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 Five Hundred Dollars (\$500.00) a year, subject to the availability of funds, and provided that no two government agencies pay for the same training.
  
- B. Each PS&C employee must remain employed with the Virgin Islands Fire Service in order to continue to receive such benefits.
  
- C. Each PS&C employees must continue to get a "C" average to qualify for continued assistance.
  
- D. In order to attend class, each employee shall be granted administrative leave from regular work hours at the discretion of the Director of the Virgin Islands Fire Service. Employees should try to get classes scheduled during non-duty hours as not to infringe on this privilege.

**Section 2: Coffee Break**

Each employee is entitled to two (2) fifteen (15) minute coffee breaks each working day, one (1) in the morning and one (1) in the afternoon. **Breaks cannot be carried over or utilized to make up lateness or absence from work.**

**ARTICLE X**  
**MAINTENANCE OF BENEFITS**

**Section 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.

**Section 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 3:**

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



**ARTICLE XI**  
**INSURANCE AND RETIREMENT BENEFITS**

**Section 1:**

Group Health Insurance shall be provided by the Employer as set forth in Title 3, Virgin Islands Code, Sections 631-640, as amended.

**Section 2:**

Retirement benefits shall be provided by the Employer as set forth in Title 3, Virgin Islands Code, Chapter 27, as amended.

**ARTICLE XII**  
**WORKING CONDITIONS**

**Section 1.**

The Agency shall provide employees with adequate working space and necessary equipment to perform their duties.

**Section 2:**

The Agency is expected to keep maintenance schedules of air conditioning units in accordance to the lease agreement.

**Section 3**

The Agency agrees to provide extermination services the minimum of once every quarter and in emergency situations.

**Section 4:**

Whenever there is no running water on the premises, employees shall be permitted to leave the building for a reasonable time, subject to reporting to their supervisors.

**Section 5:**

The Agency agrees to provide janitorial services to the office and bathroom facilities in accordance with the contract. In addition, the Agency will provide for annual extermination services to the premises.

**Section 6:**

In the event of a power outage exceeding three (3) hours consecutively when the condition cannot be adequately addressed, or in an emergency situation, employees shall be permitted, upon the approval of the Director to leave their work station for a reasonable period or until the problem is adequately resolved.

Section 7:

An employee has the right to refuse to utilize his personal vehicle for Departmental business.

Section 8:

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 duty, he shall be provided with transportation where feasible to and from home to his usual place or other work station. Such employee shall be paid time and one-half (1 ½) for the time required to perform his duties during the period of emergency. In addition, such employee shall receive a meal or meal allowance not to exceed \$15.00.

**ARTICLE XIII**  
**UNION BUSINESS LEAVE**

**Section 1:**

The President or his designee shall be allowed administrative leave with pay to participate in contract negotiations with the Department and to assist in the adjustment of grievances. However, two (2) members of the bargaining unit (one from each district) may be allowed administrative leave, with pay, to participate in contract negotiations.

**Section 2:**

An employee officially designated in writing to attend a Union conference, convention or training session, may be granted administrative leave for up to five (5) such purposes, at the discretion of the Director and if orderly operation of the Department permits. Seniority shall accumulate during such leave.

**ARTICLE XIV**  
**LEAVE OF ABSENCE**

**Section 1:**

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 at least 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 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 (1/2) day for each full bi-weekly pay period.
- B. Proof of sickness shall be subject to such regulations as the Governor may prescribe.

- C. In accordance with Title 3 V.I.C. § 583, when required by serious disability or ailments or when the employee is the primary care giver of a seriously ill spouse, child, parent or any individual who is the legal dependent of the employee, up to 183 days sick leave may be advanced upon approval by the agency head.
- D. Sick leave which is not used by an employee accumulates for use in succeeding years.
- E. Employees shall be entitled to donated leave presuming they meet the requirements of VIC T.3 §583b and they receive the approval of the Commissioner of Finance and the Director of Fire Services.

Section 3:

Each employee shall receive a list of her accrued sick and annual leave by February 1 of each year.

Section 4: Maternity 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.
- 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 charge her Maternity Leave to leave without pay.

- 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 only seniority.

Section 5: 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 6: Perfect Attendance Incentive

Any support staff bargaining unit member who does not use sick leave for the period of one (1) year following the effective date of this Agreement, and any anniversary thereof, shall be entitled and granted his birthday as a paid day. Personal days should be taken on the birthday or either sixty (60) days of the date and cannot be accumulated for use in succeeding years.

Section 7: Bereavement Leave

An employee who suffers the death of his or her spouse, parent(s), child(ren), grandchild(ren), grand parent(s), brother(s), sister(s), spouse's parent(s), step mother, step father, aunt(s) or uncle(s), foster parent(s) - or other relatives by blood or marriage residing in same household shall be entitled to four (4) days of administrative leave with pay, to be utilized within thirty (30) days of the death of the family member. If the circumstances necessitate the additional time off, the employee may use annual and/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.



**ARTICLE XV**  
**HOLIDAYS**

**Section 1: Holidays**

All days specifically designated in Title I, Virgin Islands Code, §171, as it is written now or may be amended within the life of the 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 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.

**ARTICLE XVI**  
**SAFETY AND HEALTH**

Section 1:

The Employer agrees to provide a work environment consistent with the provisions of the Occupational Safety and Health Act.

Section 2:

The Government will ensure that any renovations and/or expansion of the Department's facilities will include provisions for administrative offices which are separate from the main fire house and free from any hazardous materials and/or fumes.

**ARTICLE XVII**  
**UNIFORMS**

The Employer agrees to furnish and replace, when necessary, two (2) coveralls for all department mechanics.

**ARTICLE XVIII**  
**MILEAGE ALLOWANCE**

**Section 1:**

Employees required to use their private automobile for authorized Fire Department business, shall upon written request of the Director and approval of the Governor or his designee, be compensated at the current rate per mile.

**Section 2:**

Employees shall submit claims for mileage by March 1, June 1, and December 1. Employees should be paid within a two (2) pay period cycle subsequent to the receipt of the claim from the Office of Management and Budget (OMB) and the Department of Finance (DOF). An employee has the right to refuse to utilize his personal vehicle for Departmental business.

**ARTICLE XIX**  
**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 XX**  
**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.

**ARTICLE XXI**  
**REDUCTION AND RESTORATION OF FORCES**

**Section 1: Reduction in Work Force**

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

- A: Probationary employees in the affected job classification shall be laid off first, with seniority taking precedence.
  
- B. 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.
  
- C. An employee to be laid off may elect to be placed on lay-off or to bump an employee with less Departmental seniority in a job classification or equivalent or lower salary grade, the duties of which the senior employee is able to perform properly without additional training.

**Section 2: Notification of Lay-Off**

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

**Section 3: Recall from Lay-Off**

An employee shall be recalled from lay-off in the reverse order in which he was laid off provided he has the ability to do the required work without additional training.

During a period of lay-off, it will be the responsibility of the employee to maintain a current mailing address with the Department. Employees who fail to notify the Department, within ten (10) working days after the receipt or return of the above recall letter, of their intention to return to work within the ten (10) working days shall be considered terminated, provided the Employer shall extend the notification period for a valid reason.



**ARTICLE XXII**  
**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 that 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 XXIII**  
**TOTALITY OF AGREEMENT**

**Section 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 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 XXIV**  
**DURATION OF AGREEMENT**

**Section 1:**

This Agreement shall be in full force and effect from 12:01 a.m. of the 1<sup>st</sup> day of October, 2018 until midnight of the 30<sup>th</sup> 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 legislative action to permit its implementation by providing funds therefore shall not become effective until the Legislature of the Virgin Islands had enacted appropriate implementing legislation.

**Section 2:**

In accordance with Title 24 V.I.C. § 364 (f), at any time within ninety (90) days prior to the expiration of this Agreement, the Union may file a petition with the Public Relations Board (PERB) to order the parties to commence negotiations for a new agreement if, in the opinion of the PERB, the parties are not satisfactorily moving toward the commencement of negotiations.

IN WITNESS WHEREOF, the parties have set their hands and seals this


\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**GOVERNMENT OF THE VIRGIN ISLANDS**


By:   
NATALIE NELSON TANG HOW, ESQ.  
Chief Negotiator

Date: 12-19-18

**INT'L ASSOCIATION OF FIREFIGHTERS  
(SUPPORT STAFF)**

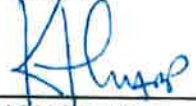
By:   
ANDRE' T. DORSEY  
Chief Negotiator  
President, IAFF (Support Staff)  
Local 2125

Date: 12/17/2018

By:   
MELBOURNE E. ADAMS, JR.  
President, IAFF (Support Staff)  
Local 2832

Date: 12/17/2018

**APPROVED:**

By:   
HONORABLE KENNETH E. MAPP  
Governor of the Virgin Islands

Date: 12-27-18