

A G R E E M E N T

Between the

**GOVERNMENT OF THE VIRGIN ISLANDS
VIRGIN ISLANDS FIRE SERVICE**

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Local 3117

(SUPERVISORS)

Effective Date: October 1, 2018

Expiration Date: September 30, 2023

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	4
I	RECOGNITION	5
II	UNION SECURITY	6
III	PERSONNEL FILES	9
IV	DISCIPLINARY PROCEDURES	12
V	MANAGEMENT RIGHTS	13
VI	FRINGE BENEFITS	14
VII	MAINTENANCE OF BENEFITS	18
VIII	MANNING	19
IX	GRIEVANCE PROCEDURE	20
X	HOLIDAYS	23
XI	INSURANCE AND RETIREMENTS BENEFITS	24
XII	VACANCIES AND PROMOTIONS	25
XIII	SENIORITY	27
XIV	WAGES	30
XV	HOURS OF WORK	31
XVI	OVERTIME PAY	32
XVII	WORKING OUT OF CLASSIFICATION	33
XVIII	TRAINING PROGRAM	34
XIX	LEAVE	38
XX	SAFETY AND HEALTH	43
XXI	UNIFORMS AND CLOTHING ALLOWANCE	46
XXII	SHIFT EXCHANGE	48
XXIII	ON AND OFF DUTY INJURY: BENEFITS	49
XXIV	BULLETIN BOARDS	50
XXV	MILEAGE ALLOWANCE	51

XXVI	GENERAL PROVISIONS	52
XXVII	NON-DISCRIMINATION	53
XXVIII	NO STRIKE CLAUSE	54
XIX	SAVINGS CLAUSE	55
XXX	TOTALITY OF AGREEMENT	56
XXXI	DURATION OF AGREEMENT	57
	SIGNATURE PAGE	58
	APPENDIX A- WAGES	

PREAMBLE

This document reflects the intent of the parties and has been entered into by the Virgin Islands Fire Service-Government of the Virgin Islands (hereinafter referred to as Employer) and the International Association of Firefighters, Local 3117 (hereinafter referred to as Fire Supervisor's Union) for the following purposes:

- 1) To promote the fire personnel;
- 2) The economy of operation, cleanliness and proper care of equipment and facilities;
- 3) To provide for the peaceful adjustment of differences that may arise from time to time; and
- 4) To conduct the business and relations between the employer and the Fire Supervisor's Union.

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of all Fire Sergeants, Fire Marshals, Fire Lieutenants, Fire Captains, Fire Inspectors, Deputy Inspectors I and Deputy Marshals in the Virgin Islands Fire Service, Government of the Virgin Islands, St. Thomas/St. John and St. Croix, in accordance with PERB-RC-87-3 by excluding all other employees.

ARTICLE II
UNION SECURITY

Section 2.1 Union Membership

The Employer recognize the right of any 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

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 bargaining unit dues. These deductions shall be based on an employee's written authorization to do so, submitted by the Employer and/or the bargaining unit. Deductions shall commence with respect to dues for the month in which the Employer and/or the bargaining unit receives the employee's authorization. The Employer shall transmit through the Department of Finance, all sums deducted by check, bi-weekly to the bargaining unit.

Lieutenant Gustav Dowling
Past-President, Local 3117
International Association of Firefighters
P.O. Box 11029
St. Thomas, VI 00801

Fire Captain Lyndan Anthony
President, Local 3117
International Association of Firefighters
P.O. Box 11029
St. Thomas, VI 00801

Sergeant Tamarah Lezama
Past President, Local 3117
International Association of Firefighters
P.O. Box 155
Christiansted, VI 00821

Inspector Keno Walcott
President, Local 3117
International Association of Firefighters
P.O. Box 155
Christiansted, VI 00821

Section 2.3: Union Shop Dues

An employee who is not a member of the bargaining unit at the time this Agreement becomes effective, shall pay to the bargaining unit within forty-five (45) days following the date of appointment, whichever is later, an equal amount to the costs to the bargaining unit in accordance with the check-off procedure set forth in Section 2.2 hereof.

Section 2.4: Free Speech/Constructive Criticism

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

The Union will instruct IAFF employees to bring any criticism of the Fire Service system to the Union President or designee, prior to any public or private expression of such criticism.

Section 2.6: Change in Employment Conditions

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.

Section 2.7 Shop Stewards

- A. The bargaining committee shall be allowed administrative leave to participate in contract negotiations with the Employer. For the purpose of this section, the Union negotiating team shall comprise of no more than three (3) employees per district. The Union may designate other members to provide representation at the bargaining table; however, such members' presence shall not be at the expense of the Employer.

- 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 Fire Supervisors 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 Association shall authorize nine (9) Association Stewards who will be selected by the Association on the basis of four (4) on St. Croix, four (4) on St. Thomas and one (1) on St. John designated by the union. One (1) of each District=s four shall be selected from the 8:00 a.m. to 4:00 p.m. members.
- E. The Union shall inform the Employer, in writing, of the names of all union officers, Designee, shop stewards and alternate shop stewards and provide update of any changes in writing.
- F. Based upon availability, 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 dates, time and place where the union business is to be conducted. Such permission shall not be unreasonably withheld.

ARTICLE III
PERSONNEL FILES

Section 3.1:

Each employee shall have the right to examine the contents of his/her personnel file within two (2) working days after a request has been made. This examination shall be in the presence of the division head or designee.

Section 3.2:

An employee shall have the right to answer and/or reproduce any material filed in his personnel file. Such answer shall be attached to the material to which it relates within ten (10) working days after review by the employee.

Section 3.3:

An employee shall receive written notification of any material which is placed in his/her personnel file.

Section 3.4:

Upon written authorization by an employee, the Union's representative may examine the employee personnel file upon presentation of such authorization.

Section 3.5:

Any performance evaluation of a member of this bargaining unit shall be done only by a ranking superior of the employee to be evaluated.

Section 3.6:

Any incident which has not been reduced to writing within fifteen (15) working days of occurrence or knowledge of the occurrence, exclusive of annual and/or sick leave may not be added to the file.

Section 3.7:

Copies of any non privileged documents in the employees file will be reproduced for the IAFF employee upon request.

Section 3.8:

Only authorized management personnel shall have an official right and reason for inspecting an IAFF employee file. When an IAFF employee file is inspected by such a person, that person shall give a 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 3.9:

Material will be removed from the file when an IAFF employee's claim that it is inaccurate has been sustained.

Section 3.10:

No material derogatory to an IAFF employee's conduct, service, or personality shall remain in the employee's file for a period exceeding three (3) years from date of placement provided that there has not been a reoccurrence of the same violation.

Section 3.11:

- A. Any derogatory material placed in the personnel file and not shown to the IAFF employee within fifteen (15) working days after receipt by the department shall not be allowed as evidence in any grievance or disciplinary action against an IAFF employee.

- B. An employee shall have a right to confront any person who lodges a charge against him/her with the Department. No disciplinary action shall be taken against the employee if the complainant refuses 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 3.12: Favorable Information

The employer shall place in the IAFF 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 from outside, competent, responsible sources.

ARTICLE IV
DISCIPLINARY PROCEDURES

Section 4.1:

The Employer herein agrees that all disciplinary procedures shall be promulgated in accordance with Department Rules and Regulations.

Section 4.2:

The employee under internal investigation shall have the right to be present during the period of interrogation accompanied by a duly designated Union representative.

Section 4.3:

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

Section 4.4:

The Employer shall utilize methods of progressive discipline for members that are incompetent or neglect their duties.

Section 4.5

A member whose removal is sought may submit a written letter of resignation to the fire director prior to a departmental hearing. His/her work record shall show that he or she resigned of his or her own accord. Any employee who invokes this provision agrees to simultaneously waive any rights under this contract or law to return to the VIFS.

Section 4.6

Whenever the employer seeks to impose any discipline upon a member of this bargaining unit, the employee and/or the union shall be served with notice of the specific charges being brought against the employee and the proposed penalty. The notice of discipline shall contain a description of the charges, including dates, times and places.

ARTICLE V
MANAGEMENT RIGHTS

Section 5.1

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 therefor;
- C. hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging employees, subject to the provisions of this Agreement;
- D. maintaining efficiency of operations;
- E. determining methods, means and personnel by which the Employer's operations are to be conducted;
- F. taking such actions as may be necessary to carry out the mission of the public employer in times of emergency.

Section 5.2:

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

Section 5.3: Subcontracting

The Employer agrees during the duration of this Contract not to enter into a contract with anyone to provide duties provided by any member of this bargaining unit unless there exists an emergency which dictates otherwise.

ARTICLE VI
FRINGE BENEFITS

Section 6.1:

I.A.F.F. members who obtain the necessary educational training and are certified, and maintain their training in accordance with rules and regulations for E.M.T.'s and divers or any other specialized units shall be compensated at five percent (5%) in addition to their regular rate of pay.

Section 6.2: Educational Benefits

Employees covered by this bargaining unit may, with the written approval of the Director, enroll in fire related courses, and receive financial assistance, up to a maximum of one thousand dollars (\$1,000.00) per annum subject to the availability of funds. Approval shall not be granted where another government agency offers the same or similar course, and said course is made available to the employees.

- A. In an effort to encourage employees to further their education areas of study relating to their field of employ, the Department shall establish and maintain a "Tuition Reimbursement Program", subject to available funds. Reimbursement shall be subject to the following criteria:
1. The course(s) of study to be taken by the employee must relate to the employee's field of employ as determined by the Department.
 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 that period of time necessary to attend class(es).

- B. Employees must be employed with the Virgin Islands Fire Service when such benefits are requested.
- C. Employees must achieve a grade "C" or better before tuition is reimbursed.
- D. In order to attend classes, employees 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 so as not to infringe on this privilege.

Section 6.3:

All stations, substations or other places of assignment shall have adequate drinking water and sanitary facilities. The Employer shall test all drinking water every six (6) months at all stations and other places of assignment and make available a copy of the report to the Union.

Section 6.4:

The provisions of Title III, Chapter 25, Section 570 as amended, V.I.C. "career incentive program," is incorporated herein by reference.

Section 6.5: Parking Facilities

The Employer shall make every effort to provide reasonable parking facilities within the immediate confines of fire stations for the personal use of fire personnel on duty.

Section 6.6: Travel Compensation

Travel compensation shall be in accordance with executive order.

Section 6.7: Night Differential Pay

All bargaining unit members, shall be paid night differential in accordance with Title 3 V.I.C. Section 559 (c) and on the employee's basic rate of pay.

Section 6:8 Medical Exam

A. The Employer shall provide an annual medical examination to each employee covered by this agreement. The 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.

The exam shall consist of the following:

1. Pulmonary disease evaluation;
2. Stress/anxiety evaluation;
3. Chest x-ray (every 3-5 years);
4. Any other recommended tests including but not limited to psychological evaluation 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, (may utilize accrued sick or annual leave for up to one (1) week) until such time as the Employee is able to obtain medical clearance necessary to perform the job duties. On or before expiration of the one (1) week, Employee shall present proof of a doctor's appointment for medical clearance. Employee's failure to present such medical documentation will result in Employee being placed on unpaid leave. Employee may be subjected to separation of employment if Employee fails to provide medical clearance. Medical clearance shall not exceed one (1) year and Employee shall provide medical status updates from treating physician to Employer every three (3) months. Any extension for medical leave to be considered by Employer is subject to further medical certification 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.

Section 6.9 Burial Expense Benefits

In accordance with Title III, Section 712 V.I.C. burial expense shall be provided as set forth, as it appear now, or may be amended during the life of this agreement.

Section 6.10 Arson Prevention & Investigation Differential

An employee who is assigned to work in the Arson Prevention & Investigation Unit, between the hours of 8:00 a.m., to 4:00 p.m. shall be paid a differential of twelve percent (12%) of his basic rate of pay.

ARTICLE VII
MAINTENANCE OF BENEFITS

Section 7.1:

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 7.2:

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 7.3:

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

ARTICLE VIII
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.

A main station, (Hotel Co., Lima Co., Zulu Co., Richmond, and Frederiksted shall be manned by a minimum level rank of Sergeant or above.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 9.1

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

Step I: The Union Grievance Committee, upon receiving a written and signed petition, shall within five (5) working days determine if a grievance is substantiated. If, in their opinion, grievance is not substantiated, no further action is necessary. Any grievance over a discharge, demotion or suspension shall be filed in writing to the Director of the Fire Service or his designee within fifteen (15) working days after the disciplinary action has been served upon the employee.

Step II: If a grievance is substantiated they shall within five (5) working days from the last day in Step I present the grievance to the Chief of the Fire District for adjustment. The grievance shall be in writing setting forth the alleged facts and circumstances, the part 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 III: If the decision in Step II is not satisfactory to the Union, it may then be submitted to the Fire Service Director not later than five (5) working days from the date of receipt of the decision in Step II. the Fire Service Director shall render his decision within ten (10) working days of the date after receipt of the submitted grievance.

Step IV: If the Employer's final answer at Step III is not satisfactory to the Union/employee, within fifteen (15) working days after receipt of the Employer's final answer, the Union shall present the Director of Fire Services with a 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) of the Government of the Virgin Islands to supply both parties with a panel of five (5) impartial arbitrators. If the parties do not agree to allow the PERB to provide a list of arbitrators, then they shall jointly request the Federal Mediation and Conciliation Service to provide them with a panel of five (5) impartial arbitrators. Either party within five (5) working days of receipt of the list shall have the right to reject one entire list and request the submission of another panel. Thereafter, the Union shall make the first strike of a name and the 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 9.2:

The 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.

Section 9.3:

The Arbitrator shall have no authority to add, subtract from or modify the provision of this Agreement.

Section 9.4:

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

Section 9.5:

The Arbitrator will have the authority to answer all disputes, including arbitrability should it arise.

Section 9.6:

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

ARTICLE X **HOLIDAYS**

Section 10.1: Holidays

All days specifically designated in Title I, Virgin Islands Code, '171, and such other days as the President of the United States or the Governor of the Virgin Islands may proclaim, shall be recognized as legal holidays and be deemed paid holidays for members of this bargaining unit.

When a holiday falls during an employee's vacation, that day of absence shall not be charged against the employee's annual leave.

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 10.2:

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.

Section 10.3:

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.

ARTICLE XI
INSURANCE AND RETIREMENT BENEFITS

Section 11.1:

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

Section 11.2:

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

Section 11.3: Duty Connected Disability

Disability compensation shall be awarded in accordance with the provisions of Title III, V.I. Code, Section 584 and V.I. Workman's Compensation Laws.

Section 11.4: Dental Benefits

Dental benefits shall be paid in accordance with V.I.C Chapter 11, Title 24, Section 254 1 and j.

ARTICLE XII
VACANCIES AND PROMOTIONS

Section 12.1:

When a permanent vacancy occurs in any promotional position covered by this bargaining unit, it should be filled as soon as possible.

Section 12.2:

All promotions of members of this bargaining unit shall be based on criteria weighted in accordance with the following system:

Written Exam	-	70%
Evaluation	-	20%
Seniority	-	10%

Section 12.3

All material used in preparing the exam will be available in each station sixty (60) days prior to the exam.

Section 12.4:

A promotional list will be published ranking all candidates who have achieved 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 has elapsed, whichever comes first.

Section 12.5:

All vacant positions will be filled through the Division of Personnel and in accordance with the provisions herewith.

Section 12.6:

The eligibility list for promotions will remain in existence for two (2) years from effective date of its establishment or until it is exhausted, whichever comes first. After a promotion, employees must wait two (2) years before becoming eligible to take the exam for the next highest rank.

Section 12.7:

No employee on leave of absence from a classified rank who holds an unclassified position within the fire service shall be eligible to compete for promotion within the classified ranks.

Section 12.8:

No promotions shall be done through reallocation without bargaining and mutual agreement by both Employer and Union.

ARTICLE XIII
SENIORITY

Section 13.1 Seniority Defined

Seniority is defined as an employee's length of service within the rank or grade from his date of appointment to that rank. In case more than one (1) member has the same date of rank, seniority shall be determined by the employees' final score on the last promotional exam administered at the Division of Personnel.

Section 13.2:

All employees shall be probationary employees for twelve (12) months from original date of promotion or appointment. Probationary employees shall not be demoted or discharged without just cause and shall have the right to grieve such demotion or discharge as provided for in this Agreement.

Section 13.3: Applicability of Seniority

Seniority shall be used to determine the relative rights of employment within the bargaining unit.

Section 13.4:

Within sixty (60) days after the execution of this Agreement, the Employer shall furnish to the Union and post on the bulletin boards a full and complete list of all unit employees and their dates of appointment in their current classification. Said list shall be referred to as the Seniority List. The Union or any employee who questions the accuracy of the list may file a written grievance with the Employer specifying the alleged inaccuracy or inaccuracies. If no grievance is filed within the specified time limit, (See 9.3 of Article IX) the list shall be for all purposes binding on the parties and employees. If a grievance is filed, then said list with respect to those items not specifically questioned by the grievance, shall be, for all purposes, final, binding and conclusive as to the parties and employees. On or about the first of each calendar year, the Employer shall furnish the Union with an updated Seniority List.

Section 13.5:

Thereafter, an updated seniority list shall be posted on each bulletin board and a copy transmitted to the union once a year. The list shall include date of rank or grade and date of department entry and this list shall be used in all cases where seniority is an issue.

Section 13.6:

Annual Leave schedules shall be posted by the Employer in accordance with its operational requirements. Where possible, employees will be permitted their annual leave preferences. Where such preferences conflict, the disputes shall be resolved in accordance with the respective seniority of the employees involved.

Section 13.7: Reduction in Work Force

A. PROCEDURE

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

1. If it is necessary to make additional reductions in the work force, employees in the affected rank or ranks shall be laid off in reverse of their rank seniority. If rank seniority is equal, the last test score shall govern.
2. An employee to be laid off may elect to be placed on lay-off or to bump an employee with less service seniority; in rank or equivalent or lower wage rate where the employee to be laid off has previously been assigned on a permanent basis or the duties of which the senior employee is able to perform properly without additional training.
3. An employee who elects to bump under Section 13.7.A.2 of this Article shall be paid at the rate of the job rank to which he elects to bump.
4. An employee who elects to bump shall have the same rights as though he/she was initially displaced in the lay-off except as otherwise provided.

5. For the purpose of this Section, an employee promoted to a new rank shall retain his rank seniority in his old rank until he is permanently assigned to his rank.

B. Notification of Lay-Off

Employees to be laid off shall be notified by the Department at least twenty (20) working days in advance of the date of lay-off. Such notice shall be in writing and a copy thereof shall be sent to the Union at the address set forth in Article II. An employee receiving said notice shall be entitled to his/her full compensation during the notice period.

C. Recall from Lay-off

1. An employee shall be recalled from lay-off in the reverse order in which he was laid off provided he/she has the ability to do the required work without additional training.
2. Employees shall be notified of recall by certified mail, return receipt requested, to the employee's last address contained in the Department records. Simultaneously, a copy of said notification shall be sent to the Union at the address set out in Article II. Employees who fail to notify the Agency within ten (10) working days after the receipt of the above recall letter of their intention to return to work within thirty (30) days shall be considered terminated.

ARTICLE XIV
WAGES

1. The International Association of Firefighters-Supervisors agrees to a five (5) Steps movement in year one (FY 2019) per the New Pay Plan for all members of the bargaining unit.

2. The International Association of Firefighters-Supervisors agrees to a two (2) Steps movement in year two (FY 2020) per the New Pay Plan for all members of the bargaining unit.

3. The International Association of Firefighters-Supervisors agrees to a one (1) Steps movement in year three (FY 2021) per the New Pay Plan for all members of the bargaining unit.

* See Pay Plan enclosed

ARTICLE XV
HOURS OF WORK

Section 15.1:

Sergeants, Lieutenants and Captains shall work a 24 hr shift, beginning 8:00 a.m. and ending 8:00 a.m. the following day.

Section 15.2:

The Arson Prevention and Investigation Unit shall work 8 hour work days beginning 8:00 a.m. and ending 4:00 p.m. exclusive of one hour mealtime, Monday to Friday.

Section 15.3:

Management retains the right to amend or change the shifts, workdays and or workweek as it deems necessary to maintain the efficiency of operations.

Section 15.4:

All employees reassigned by the Director or the Chief to work as provided in Section 15.2 (8 hour workdays) as it is deemed necessary to maintain the efficiency of operations, shall receive a 12% differential added to their base pay, for the period of such reassignment. Notwithstanding the foregoing, this section shall not be applicable to those employees who voluntarily request and are approved for a reassignment of duties.

ARTICLE XVI
OVERTIME PAY

Section 16.1:

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 16.2:

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

Section 16.3: Call Back Pay

All employees covered by the terms of this Agreement who are called back to work from off duty shall receive a minimum of three (3) hours compensation at the overtime rate in money or double compensatory time.

Section 16.4:

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 16.5

Compensatory time shall be taken at employees' discretion and subject to the approval of the Department.

Section 16.6

All employees who are required to attend mandatory training, workshops or meetings at regular times during their scheduled day off, will be compensated time and a half (1 2) their hourly wages.

ARTICLE XVII
WORKING OUT OF CLASSIFICATION

Section 17.1:

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 three (3) consecutive working days 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 17.2:

The Employer agrees to attach to all paychecks other than the regular bi-weekly and night differential checks a slip of paper specifying the purpose of payment, hourly rate of pay and the amount of hours that the employee is being paid for.

Section 17.3:

The employer agrees to use the promotional eligibility list to fill all acting position within the bargaining unit by order of ranking if and when acting positions become available.

ARTICLE XVIII
TRAINING PROGRAM

Section 18.1:

The Employer shall maintain a training program consistent with the standards of the national Fire Protection Association. The Employer further agrees to provide suitable published materials on fire fighting which shall be made accessible to all firefighters.

Section 18.2:

The Employer agrees to conduct an annual seminar or workshop for supervisors with an update on all relevant changes in fire fighting methods and techniques.

Section 18.3:

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

Section 18.4:

Supervision and management training will be made available to all I.A.F.F. members that are required to do supervisory work.

Section 18.5:

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

There shall be no compounding of pay differentials under these certifications.

- A. Five Thousand Dollars \$4,500 plus \$500 (to maintain the required (EMT) medical bag with supplies as determined by the Commissioner of Health, (per Executive Order 483-2018).
1. EMT-Basic

- B. Two Thousand five Dollars (\$2,500.00)
 - 1. Hazardous Materials Technician-Team Member
 - 2. Fire Service Instructor I/Junior Firefighter Instructor

- C. Seven Thousand Dollars (\$7,000.00)
 - 1. EMT-Paramedic

- D. Three Thousand Dollars (\$3,000.00)
 - Peace Officer up to three (3) per District (Prevention unit)

Section 18.6:

Physical Fitness Standards

Beginning in 2019, all Fire Service personnel shall be required to meet the minimum fitness standards set forth below. As such, each squad, under the direction and supervision of the company supervisor shall conduct physical training for a minimum of one (1) hour when on shift, excluding weekends and holidays. Physical fitness examinations may be conducted at least 1-2 times per year as designated by Employer with thirty (30) days advance notice to Employee.

Male Standards

0-15 Years of Service

	18-29	30-39	40-46	47-57	57+
Push Ups	38	35	27	20	15
Sit Ups	37	32	31	25	20
1.5 Mile Run	15:00	15:30	16:00	22:00	30:00
2 Mile Walk*	35	36	36.30	37.30	39
Dummy Drag**	75 ft.	75 ft.	75 ft.	75 ft.	75 ft.

15-19 Years of Service

	18-29	30-39	40-46	47-57	57+
Push Ups		30	22	15	10
Sit Ups		27	26	20	15
1.5 Mile Run		17:30	18:00	24:00	32:00
2 Mile Walk*		36	36:30	37:30	39:00
Dummy Drag**		50 ft.	50 ft.	50 ft.	50 ft.

20 or More Years of Service

	18-29	30-39	40-46	47-57	57+
Push Ups		25	17	12	10
Sit Ups		22	21	16	16
1.5 Mile Run		19:30	20:00	26:00	34:00
2 Mile Walk**		36	36:30	37:30	39:00
Dummy Drag**		45 ft.	45 ft.	45 ft.	45 ft.

Female Standards

0-15 Years of Service

	18-29	30-39	40-46	47-57	57+
Push Ups	16	14	11	6	6
Sit Ups	35	28	20	10	8
1.5 Mile Run	17:00	19:30	20:00	30:00	35:00

2 Mile Walk**	38	39	39:30	40:30	42
Dummy Drag**	75 ft.				

15-19 Years of Service

	18-29	30-39	40-46	47-57	57+
Push Ups		11	8	6	6
Sit Ups		23	15	10	8
1.5 Mile Run		21:30	22:00	32:00	37:00
2 Mile Walk*		39	39:30	40:30	42
Dummy Drag**		50 ft.	50 ft.	50 ft.	50 ft.

20 or More Years of Service

	18-29	30-39	40-46	47-57	57+
Push Ups		8	6	6	6
Sit Ups		17	14	10	8
1.5 Mile Run		23:30	24:00	34:00	39:00
2 Mile Walk*		39	39:30	40:30	42
Dummy Drag**		45 ft.	45 ft.	45 ft.	45 ft.

* Personnel who submit documentation from a medical professional stating that they are unable to complete the run will be allowed to complete the walk as an alternative.

** Personnel will be required to complete the push ups, sit ups and the run or walk segments of the physical fitness test first. If they fail one of these segments, they will be allowed to complete the dummy drag as an alternative to the segment they failed if they are not a probationary employee.

ARTICLE XIX
LEAVE

Section 19.1: 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 19.2: 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.
- 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.

- E. Employee may use his/her accrued sick leave if he/she falls sick while on annual leave, so long as the employee's request for sick leave is accompanied by a doctor's certificate indicating:
1. Nature of illness;
 2. That the employee is incapacitated for work.

Section 19.3: 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 19.4: 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 19.5: Bereavement Leave

An employee who suffers the death of his or her spouse, parents, children, grandchildren, grandparents, brothers and sisters, spouse's parents, stepmother, stepfather, foster parents - or other relatives by blood or marriage residing in same household shall be entitled to four (4) days administrative leave with pay. If the circumstances necessitates 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.

Section 19.6: Jury Duty Leave

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, Supreme Court or the District Court of the Virgin Islands (Title 3 V.I.C. '586).

Section 19.7: Personal Leave

Each employee shall be allowed one 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 19.8: Leave Without Pay

- A. I.A.F.F. members, for good cause, shall be granted leaves of absence without pay and without loss of seniority or other employment benefits, provided that such leave of absence do not unduly disrupt the operations of the Employer.
- B. Such leaves of absences shall be for a limited time not to exceed one (1) year unless such period is enlarged or extended at the request of the employee and with the agreement of the Employer.
- C. Only employees who provide advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten

(10) work days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose.

Section 19.9: Study Leave with Pay

- A. Leave of absence with pay for study may be granted to one (1) employee per district in the bargaining unit to improve his/her knowledge and skills in his/her respective field of work. Such leave shall not exceed twelve (12) calendar months, subject to an extension for like period, provided that no other employee has applied for study leave. Application for study leave shall be submitted by September 15 or June 15. Notification of grant or denial by the Director shall be made within a month of receipt of the application.
- B. Applicant must state: years of service in the V.I. Government; period of leave sought; institution where study is to be pursued; plan of study and goal sought to be achieved.
- C. An applicant granted study leave with pay shall be obligated to submit interim academic progress reports signed by a responsible officer of the institution selected. Failure to submit satisfactory interim progress and/or final completion reports may be cause for withdrawal of leave status in whole or in part.

Section 19.10 Tuition Reimbursement Program

- A. In an effort to encourage employees to further their education areas of study relating to their field of employ, the Department shall establish and maintain a "Tuition Reimbursement Program", subject to available funds. Reimbursement shall be subject to the following criteria:

1. Employees will be released from work only after they have received approval of the course(s) from the Department and have presented evidence of their enrollment in the course(s) to the Department.
2. Upon submission of evidence of enrollment and satisfactory completion of the course(s), the Department shall reimburse the employee's tuition costs and fees, including books and similar costs materials, not to exceed Four Hundred and Fifty Dollars (\$450.00) per fiscal year.

ARTICLE XX
SAFETY AND HEALTH

Section 20.1:

The Employer agrees to provide a work environment, training, maintaining equipment and apparatus consistent with the provisions of the Occupational Safety and Health Act. (OSHA)

Section 20.2:

The Employer agrees to provide complete turn out gear for each member of the Fire Department, including boots, bunker coats, helmets, bunker pants, and gloves provided that management shall consult with members of the Union, through their representative, prior to any purchase of protective clothing for firefighters.

Section 20.3:

- A. The Employer agrees to provide no less than four (4) Self-contained Breathing Apparatus (SCBA) for each Engine Company.
2. The employer shall develop and implement a written respiratory protection program in accordance with OSHA standards.

Section 20.4:

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

Section 20.5:

The Employer shall provide equipment in a safe operating condition for use by employees in the performance of their duties.

Section 20.6:

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

Section 20.7:

Fire apparatus tires shall be in conformity with the manufacturers suggested recommendations.

Section 20.8:

The Employer agrees to provide showers and dish washing facilities at all fire stations.

Section 20.9:

The Employer agrees to properly test and maintain all fire fighting equipment to meet O.S.H.A. Standards and manufacturers specifications.

Section 20.10:

The Employer shall make every effort to provide office space furnished with appropriate equipment to maintain and carry out the duties of the fire service.

Section 20.11:

The Employer shall establish and maintain an Employee Assistance Program to assist members with health and domestic problems.

Section 20.12:

All fire service emergency responding units shall be provided with not less than two (2) gallons of drinking water by the Employer.

Section 20.13:

The Employer shall provide all necessary equipment for the performance of duties.

Section 20:14

Upon proof of medical clearance to return to work, employee shall be subject to a fitness for duty test as set forth in the Agency's Policy and Procedure Manual, which may change from time to time.

The following Work Performance Evaluation ("WPE") will be administered to an employee returning to work from medical leave or as needed to determine an employee's fitness and ability to perform his/her duties. The WPE will consist of the following:

1. Donning and doffing Personal Protective Equipment (PPE) and Self Contained Breathing Apparatus (SCBA) (timed)
2. Roof ladder carry & raise
3. Forcible entry simulation
4. Pack carry
5. Pike pole simulation
6. Victim drag
7. Hose roll
8. Squat, kneel, crawl
9. Change air bottle

RUNNING IS NOT ALLOWED AT ANY TIME during the testing procedures which is not subject to be timed except for number 1 enumerated above. All other tests from 2-9 enumerated above must be performed consecutively. If deemed necessary, a separate timed test may be administered by Management

ARTICLE XXI
UNIFORMS AND CLOTHING ALLOWANCE

Section 21.1:

- 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, SCBA masks and NOMEX Hoods) shall be furnished without cost to the employees by the Employer and maintained in good, safe condition.
- B. The Employer shall pay to each employee the sum of one thousand dollars (\$1,000.00) per fiscal year for uniform allowance and clothing maintenance. Payment of six hundred dollars (\$600.00) shall be tendered on December 1, and four hundred dollars (\$400.00) June 1, per fiscal year. The Department will provide all patches and insignias.
- C. A joint labor/management committee will meet annually to review the uniform items 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 OSHA's and NFPA's standards and recommendations.

Section 21.2:

Medically prescribed items of an I.A.F.F. member that is lost or damaged in the performance of duty shall be replaced or repaired or its monetary value reimbursed to the employee by the Employer within thirty (30) days, provided that such loss or damage did not result from negligence of the employee.

ARTICLE XXII
SHIFT EXCHANGE

Article 22.1:

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

Section 22.2:

Management shall use its best efforts to assign firefighters to the station closest to their residence.

ARTICLE XXIII
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
- d. Group Health Insurance
- e. Retirement Benefits

ARTICLE XXIV
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 XXV
MILEAGE ALLOWANCE

Section 25.1:

Employees authorized to use their private automobile for authorized Fire Department business or as a necessity in changing stations after reporting for duty, shall be, upon written approval of the Director and approval of the Governor or his designee, be compensated at the prevailing rate per mile.

Section 25.2:

Employees shall submit claims for mileage by March 1, June 1, and December 1. Employees should be paid within a three month period after approved mileage claim has been submitted to the Department. An employee has the right to refuse to utilize his personal vehicle for departmental business.

Section 25.3:

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 25.4:

Parking fees shall be paid by Employer for members required to work off island shifts.

ARTICLE XXVI
GENERAL PROVISIONS

Section 26.1 Job Descriptions

An employee shall be provided with a job description of his assigned duties and responsibilities.

Section 26.2:

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

Section 26.3:

Employees shall not perform work usually assigned to lower-level employees except in situations of emergency.

Section 26.4:

- A. There shall be a Labor Management Committee (LMC) which shall consist of four (4) members designated by the Union President of which no more than three (3) shall be on-duty personnel and the Director shall designate no more than four (4) members to serve on this committee. This committee shall meet at least once a month, 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, not involving grievances or the terms and conditions of this agreement.

- B. The LMC will designate a secretary to take minutes of the meetings and these minutes will be forwarded to the Union President, Fire Chief and the Director not later than fifteen (15) working days after the meeting.

ARTICLE XXVII
NON-DISCRIMINATION

Section 27.1:

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 27.2: 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 XXVIII
NO STRIKE CLAUSE

Section 28.1:

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 28.2:

Any strike, work stoppage, slow-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 grounds for immediate disciplinary action including dismissal.

Section 28.3:

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

Section 28.4:

Work stoppages are prohibited in accordance with the terms and provisions of Act 4440.

ARTICLE XXIX
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. The provision affected shall be renegotiated by and between the I.A.F.F. and the Employer.

ARTICLE XXX
TOTALITY OF AGREEMENT

Section 30.1:

This Agreement constitutes the entire Agreement between the parties and no alterations, 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 30.2:

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 XXXI
DURATION OF AGREEMENT

Section 31.1:

This Agreement shall be in full force and effect from 12:01 a.m. of October 1, 2018 until midnight of September 30, 2023, provided, however, that this Agreement shall be of no force or effect unless approved by the Governor of the Virgin Islands. This Department agrees to exert its best efforts to secure such approval.

Section 31.2:

The Government and the Union agree to re-open negotiations during the second year of this Agreement to review and determine a new criteria for promotions.

IN WITNESS WHEREOF, the parties have set their hands and seals this 13th day of December, 2018.

GOVERNMENT OF THE VIRGIN ISLANDS

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

BY: [Signature]
Natalie Nelson Tang How, Esq.
Chief Negotiator

BY: [Signature]
Inspector Keno Walcott
President, IAFF -Local 3117 STX

Dated: 12-13-18

Dated: 12/13/18

Dated: 12/13/18

BY: [Signature]
Captain Lyndan Anthony
President, Local 3117 /STT/STJ

APPROVED:

By: [Signature]
HONORABLE KENNETH E. MAPP
Governor, U.S. Virgin Islands

DATE: 12-27-18