

COLLECTIVE BARGAINING AGREEMENT

Between the

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND
AEROSPACE WORKERS (IAMAW)
AFL-CIO
LOCAL 340**

and the

**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF HEALTH/HOSPITAL(S)**

(Security Guards)

Effective Date: October 1, 2018

Expiration Date: September 30, 2021

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

The Virgin Islands Department of Health, **Schneider Regional Medical Center and Governor Juan F. Luis Hospital and Medical Center** represented by its authorized officials, hereinafter called the "Department" and the International Association of Machinists and Aerospace Workers AFL-CIO Local 340, represented by its authorized officers, hereinafter called the "Union".

PURPOSE OF THE AGREEMENT

The Collective Bargaining Agreement is entered into by the parties to express in contractual form their agreement on the terms and conditions of employment of the workers covered by this Agreement, to the end that a full and clear understanding of these terms and conditions by both parties will lead to a harmonious and cooperative relationship during the duration of this Agreement.

ARTICLE I
RECOGNITION OF THE UNION

Section 1:

The Department/Agency recognizes the Union as the representative of the employees included in the appropriate unit, as defined herein, for the purpose of collective bargaining with respect to rate of pay, salaries, hours of work, tenure, job-related complaints, grievances and other conditions of employment.

Section 2:

The Department/Agency agrees that it shall not discriminate against, nor coerce any employee by reason of his or her membership in the Union or because of his or her engaging in Union activities.

Section 3:

The Department/Agency will not promote, or in any other form or manner, encourage the promotion or organization of any other labor entity or group which may disrupt or interfere with this Collective Bargaining Agreement.

Section 4:

Neither the Union nor the Department/Agency will discriminate against any employee because of national origin, age, race, politics, religion, sex and other applicable provisions of the V.I. Code and the U.S. Code relative to discrimination.

ARTICLE II
APPROPRIATE UNIT

Section 1:

The Department/Agency recognizes the Union as the representative for the personnel within the Bargaining Unit.

Section 2:

The Bargaining Unit is comprised of all guards employed by the V.I. Department of Health and the Virgin Islands Health and Hospital Facilities Corporation d/b/a Juan F. Luis Hospital and Schneider Regional Medical Center, as per PERB certification in Case No. 85-3 dated April 17, 1985.

ARTICLE III
UNION SECURITY

Section 1. Union Membership

The Employer recognizes the right of any employee or future employee in the Bargaining Unit to become a member of the Union and shall 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:

Upon receipt of a signed authorization from the employee involved, the EMPLOYER shall deduct from the employee's pay the initiation and/or reinstatement fees and dues payable by him to the UNION during the period provided for in said authorization. The amount will be certified by the Secretary Treasurer of the Local Lodge. An employee may cancel his Union dues deductions by giving written notice to the UNION, as stipulated in the membership application, between October 22 and October 31, of each year. Union shall notify Employer within seven (7) days to terminate deductions from Employee's pay

Section 3.

The Employer agrees to establish and maintain a check-off procedure whereby the Employer, through the Payroll Division, shall make bi-weekly payroll deductions of periodic Union dues from the salaries of all personnel covered by this Agreement, as established and required by the Union, provided that the Payroll Division receives from each employee from whom such deduction is to be made an individual written authorization thereby acknowledging that they do so voluntarily.

Section 4.

Deductions provided in Section (2) above shall be remitted to the "IAMAW; Attention: Accounting Department, Local Lodge 340, 9000 Machinist Place Upper Marlboro, MD 20772." no later than the tenth (10) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. The EMPLOYER shall furnish the Secretary Treasurer of Local Lodge 340 , at P.O. Box 1908 , Frederiksted, VI 00841, with a monthly record of those **Employee from** whom deductions have been made and the amounts of the deduction, and the names of those employees for whom deductions were not made and the reason they were not made.

The Union agrees that it will indemnify the Employer and hold it harmless from any and all claims which may be made against the Employer by reason of any deductions taken from an employee's pay and remitted to the Union at its request. The presentation of a checkoff membership application signed by the employee calling for deductions from the employee's pay shall be deemed a request by the Union for such deduction and remittance.

Section 5:

No dues payable will be deducted from a new employee until he/she has successfully complete their probationary period.

Section 6:

Every quarter the Employer will notify the Union in writing of the names, addresses, social security numbers and work areas of all new hires. The Union is also to be supplied with the initial date of hiring and the date of termination of the proposed probationary period for the affected Employee.

Section 7:

The Employer shall provide annually, upon request by the Union, a list of the names, job classifications, salaries and mailing addresses of all employees in the Bargaining Unit.

ARTICLE IV
PROBATIONARY PERIOD

Section 1:

A new Employee will serve a probationary period of 180 calendar days in active duty as a security guard starting with the first day of active employment. At the end of the 180 calendar day probationary period, should all factors of the Employee's performance be satisfactory, the Employee shall be regarded as permanent. Both Union and Employee will be notified in writing, within five (5) working days of successful completion. In lieu of discharge for less than satisfactory performance, Employer may extend the probationary period for up to one hundred and eighty (180) days with notice to both Employee and Union.

Section 2:

The Grievance and Arbitration procedures established herein shall not apply to any discharge of any employee by the Department/Agency during the employee's "original" probationary period. Original probationary employees shall have no seniority rights, and may be discharged by the Employer with or without just cause and may be laid-off by the Employer without obligation on the part of the Employer to rehire.

Section 3:

Any permanent employee promoted to a new position in the Department/Agency shall serve a probationary period of ninety (90) days. At the end of the ninety (90) day probationary period, the Department/Agency shall notify the Union of the employee's status. If within ninety (90) days the Employer determines that the employee's performance is unsatisfactory, the employee shall be returned to his/her previous position.

ARTICLE V
SENIORITY AND LAY-OFF

Section 1:

Service Seniority is hereby defined as an employee's length of continuous employment by the Department of Health/Hospital (s) from his date of active employment.

Job Classification Seniority is hereby defined as the length of time of an employee within the specific job classification.

Section 2:

Any employee's length of service and job classification seniority shall not be reduced by time lost due to sickness, injury, authorized leave of absence with or without pay, reserve time, funeral time or other approved leave, nor shall such time lost be considered as an interruption of continuous service for purposes of determining vacation eligibility.

Section 3:

In event that an employee is reinstated after a resignation, his/her time out of the Employer's employment shall not be counted in computing his/her vacation eligibility and his/her seniority.

Section 4:

Service Seniority shall start and be accumulated retroactively to the date of commencement of active employment with the Department/Agency after completion of the probationary period.

Section 5:

Demonstrated ability and seniority shall govern lay-offs, recalls, transfer, promotions and bumping and other relevant conditions of employment. However, an employee has no obligation to accept an offered promotion or transfer and shall suffer no loss of seniority or other benefits by refusing same.

Section 6:

A reduction in the number of employees covered by this Agreement shall be made in the following order: probationary, permanent.

In case of permanent employees, the order of lay-off shall be determined on the basis of demonstrated ability and seniority.

Section 7:

Demonstration ability shall be computed by considering the performance ratings received by the employee within the last three (3) years. Seniority shall be computed according to the length of service. In the case seniority and demonstrated ability computations tie, additional years of service within V.I. Government and demonstrated ability shall be considered until the ties are broken.

Section 8:

New employees shall not be hired while qualified employees in the same job classification remain on the lay-off list.

Section 9:

Prior to lay-off of any employee, the Employer shall give such employee a minimum of two (2) weeks advance notice in writing, with a copy of such notice to the Union, or in lieu thereof a two weeks penalty payment.

Section 10:

An employee shall lose seniority if he/she:

1. Voluntarily resigns;
2. Is discharged;
3. Fails to report to work after recall from lay-off within ten (10) working days after notification by the Department/Agency to report unless a reason, acceptable to the Department/Agency is given for failure to report. Notification shall be by registered mail, return receipt requested.
4. Is laid-off for one (1) year without being recalled.
5. Fails or refuses to return to work upon termination of any authorized leave of absence, unless an extension of the leave has been granted. Said extension is not to be withheld by the Department/Agency unreasonably.

Section 11:

If more than one (1) employee has the same seniority, the deciding factor for order of recall to duty will be based on the employee's last performance evaluation. In the case where there is no evaluation, or in the event the affected employees received the same rating, lots shall be drawn among said employees to determine the order of priority for recall to duty.

Section 12:

Economic lay-offs and recalls shall be initiated in accordance with Section 6 of this Article. Economic lay-offs shall be initiated within the job classification in which there are surplus employees in the reverse order of service seniority and demonstrated ability. Employees about to be laid-off shall have the right to move into any Department of Health job classification at an equal or lower pay rate, if in such other job classification there be vacancy, bonded worker, probationary, part-time or temporary employee or any other employee of lesser seniority provided that the employee (s) are able to do the work of such job classification with comparable efficiency. Any employee who is bumped shall have the same rights as though he/she was initially displaced in the lay-off. An employee may elect a lay-off and not exercise the right to move as provided for herein above.

For purposes of recall, an employee who exercises his/her right to move shall be deemed laid-off from his/her original job classification. An employee who rejects recall to a job classification shall forfeit any further right to be recalled to the job classification; his/her seniority shall be lost, except if he/she moved into another job classification and elected to remain therein. Only permanent employees shall have the right to bump.

Section 13:

The Department/Agency agrees that no employee shall be terminated because of mechanization, automation or subcontracting.

Section 14:

The Department/Agency will send to the Union, within ten (10) days after the execution of the Agreement, a list of all the employees in the unit by seniority date, and a list of all employees on the lay-off list. Both these lists should be updated and sent subsequently to the Union at six (6) month intervals, or when required by the Union in the performance of its obligation and responsibilities under the Collective Bargaining Agreement.

Section 15:

The Department/Agency will notify the Union of all action to be taken by it under the terms of this Article, or any action which affects the status of the employees under this Collective Bargaining Agreement at least two (2) weeks prior to taking such action.

ARTICLE VI
UNION SHOP STEWARDS AND REPRESENTATIVES

Section 1:

The Union shall inform the Employer, in writing, of the names of the Shop Stewards within ten (10) days after the Shop Steward (s) have been appointed. The Union can also name alternates to substitute for Shop Stewards.

Section 2:

The Department/Agency shall recognize the Union Shop Stewards in the Unit covered by this contract.

Section 3:

In order to be able to act as such, the Shop Stewards must be employed by the Department/Agency.

Section 4:

The Shop Stewards shall enjoy seniority preference as regards to lay-off and re-employment over the other personnel covered by this contract as long as their tenure as such lasts. Upon the expiration of their tenures as such, the Shop Stewards shall return to their regular positions on the seniority list.

Section 5:

The Shop Steward shall give prior notice to his or her supervisor when he/she plans to handle any grievance problem, including handling problems by telephone.

Section 6:

The Employer shall permit the Shop Stewards to make and/or answer telephone calls with the Union, provided it does not unduly disrupt business operation.

Section 7:

Time spent by Shop Stewards for Union business shall be limited to the processing, investigating and presentation of grievances, and attendance at arbitration hearings. Such time shall not be deducted from their salary/wages and will be considered as time worked.

Section 8:

The Union shall inform the Employer in writing of the names of not more than five (5) members of the negotiating committee within ten (10) days prior to scheduled negotiations. The Employees will not suffer loss of wages while engaged in contract negotiations.

Section 9:

Officers or representatives of the Union and its affiliates shall be granted admission to the Employer's facilities with prior notification, except in cases of emergency, at reasonable times during working hours, and at times which will not unduly disrupt operations for the purpose of investigation, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement. Union representatives shall comply with all applicable Department of Health/Hospital (s) safety and security rules.

ARTICLE VII
DISCIPLINE AND DISCHARGE

Section 1: Rights of Discipline

The Department/Agency retains the exclusive right to discipline, discharge or suspend an employee for just cause.

Section 2: Complaint-Confrontation

- A. An employee shall have the right to respond in writing to any complaint made against him to the Department/Agency. No disciplinary action shall be taken by the Department/Agency without an investigation and substantiation.

- B. Disciplinary action shall not be implemented and made part of employee's permanent personnel record until the employee, shall have first notified been notified of the proposed disciplinary action and has had an opportunity to file a grievance on the proposed action and, if a grievance is filed, a decision on the disciplinary action to be taken has been rendered by the Department/Agency Head or his designee.

- C. The Department/Agency, shall have the right to immediately discipline an employee up to and including discharge, for the commission of the one of the following offenses:
 - 1. Theft, embezzlement or dishonesty;
 - 2. Fighting on the job;
 - 3. Gambling on the job;
 - 4. Consumption of alcoholic beverages during the working hours; reporting for work intoxicated;
 - 5. Sale, purchase or illegal use of narcotics or other forbidden drugs;
 - 6. Deliberate destruction or removal of the department/agency's property, or that of another employee;
 - 7. Giving or taking a bribe at any time;
 - 8. Conviction of a felony.

The foregoing enumeration of causes for discipline is by way of illustration and shall not be deemed to exclude the Department/Agency's right to discipline an employee up to and include discharge, for any other cause.

Where the Department/Agency determines to discharge an employee for a cause not herein enumerated, the Department/Agency shall have the right to suspend said employee at fifty percent (50%) of his/her regular rate of pay for a period not to exceed ninety (90) working days pending the processing of the grievance, if any. Payment shall cease if the grievant fails to file a grievance in a timely manner or the grievant is charged with one of the above enumerated offenses. If a grievance is filed but is unresolved after thirty days, the grievant shall be restored to his/her regular rate of pay pending final resolution of the matter by the Department/Agency. Any back pay resulting from such resolution shall not exceed the amount of pay actually lost.

Section 3: Discharge/Lay-Off

- A. The Employer shall notify the Union in writing with a copy to the Shop Steward of any discharge within two (2) working days and said notification shall include detailed information leading to the action of the discharge.

- B. In the event of temporary lay-off, the Department/Agency shall give the employee two (2) weeks advance notice. Said employee shall not lose seniority and will retain priority to be rehired.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1:

For the purpose of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties as to the interpretation, application or performance of this Agreement. It is to be hoped that problems on the job will be settled between the employee and his/her immediate supervisor. If not, the following procedure, which may be initiated by either party, shall be the exclusive means of settlement of all grievances arising under this Agreement.

Section 2:

STEP 1 - The employee, with or without the Shop Steward, shall discuss the grievance with the employee's immediate supervisor within five (5) working days of its alleged occurrence. The supervisor shall respond in writing to the employee with copy to the Shop Steward within five (5) working days.

Section 3:

STEP 2 - If the grievance has not been settled as in Step One, within five (5) working days it shall be presented by the Shop Steward, or Union representative, in writing, to the Administrator for Security Division or designee. Within five (5) working days after receipt of the appeal, the Administrator for Security Division or designee shall hold a hearing and within five (5) working days after the hearing a decision shall be rendered, in writing, to the Union Representative, Shop Steward and employee.

Section 4:

STEP 3 - If the decision in Step Two is not acceptable to the Union, the Union within ten (10) working days may appeal the decision to the Commissioner of Health/CEO or his/her designee. The Commissioner of Health/CEO shall review the grievance and submit a decision in writing to the Union within ten (10) working days.

Section 5:

For purposes of this Article working days shall be Monday through Friday, holidays excluded.

Section 6: Discharge Grievance

At the request of the aggrieved employee or the Union, the Agency shall advise the shop steward of any discharge, and the aggrieved employee and the shop steward shall be allowed reasonable time to discuss the matter with each other on the Agency's premises. At the option of the Union, a discharge grievance may be commenced at Step Three (Section 4 of this Article) not later than twenty (20) working days after the discharge.

ARTICLE IX
ARBITRATION PROCEDURE

Section 1:

If the Department/Agency's final answer in Step 3 of the Grievance Procedure is not acceptable, the Union may within twenty (20) working days file a written demand for arbitration with the Agency and the Public Employees Relations Board.

Section 2:

The party requesting arbitration shall notify the PERB of its desire to arbitrate and request from the PERB a list of five (5) impartial arbitrators.

Section 3:

The parties shall select from the panel of persons submitted by the PERB one (1) to act as impartial arbitrator.

Section 4:

The arbitrator will set a date and time for the hearing of the case and must notify the parties with no less than ten (10) working days advance notice, unless the parties, in mutual agreement, waive said notice in writing or modify the terms.

Section 5:

For the purpose of computing all period of time specified in this Article, the term "working days" excludes Saturdays, Sundays and Holidays specified in this Agreement.

Section 6:

The arbitrator shall limit himself to resolving questions involving the interpretation and application of the terms of this Contract or any supplementary agreement hereof, and shall have no authority to add and/or change any of the terms of this Contract.

Section 7:

In the event that several disputes or controversies are pending at the same time, priority shall be given to the disputes or controversies involving discharges, lay-offs, or other disciplinary actions.

Section 8:

If, after being duly notified, either party fails two consecutive times to appear before the arbitrator, the latter is authorized to issue a decision, based solely on whatever evidence the party making appearance may submit.

Section 9:

The fees and expenses (if any) incurred in the arbitration by the arbitrator shall be borne equally by the parties hereto. Should a party fail to appear at a hearing the party failing to appear shall bear the total cost of the arbitration for that day.

ARTICLE X
DUTIES AND HOURS

Section 1:

The normal work week shall consist of forty (40) hours of eight (8) hours per day. Any change from this norm must be negotiated with the Union.

Section 2:

Workers will only be asked to work overtime in cases of emergency, and not as a regular practice.

Section 3:

All work in excess of forty (40) hours per week shall be considered overtime. All overtime must be authorized in writing by an employee's supervisor either prior to performance of overtime or within twenty-four (24) hours of completion of said work. Time worked in excess of forty (40) hours per week shall be compensated at one and one half (1 1/2) times the regular rate; time worked in excess of forty-eight (48) hours per week shall be compensated at two (2) times the regular rate. Overtime should be scheduled on a rotating basis from a list of all employees covering the unit.

Section 5:

A shift employee shall be at his work station ready to work at the beginning of his eight (8) hour shift and shall remain at his work station until the completion of his shift and must provide a change of shift report to the relieving employee. A security guard cannot leave the work area until properly relieved. It is the responsibility of the security guard to call the supervisor and inform him/her of the situation. The security guard will be compensated at the appropriate rate of (overtime) while waiting to be relieved. It will be the supervisor's responsibility to assign his/her resources accordingly.

ARTICLE XI
SALARIES

Section 1:

1. Effective October 1, 2018, (FY'19) members of the bargaining unit shall be slotted on to the following pay plan based on the actual working years of service as a security guard at the Department of Health, Schneider Regional Medical Center and the Governor Juan F. Luis Hospital and Medical Center in the settlement of wages

0 Entry Level Years.....	\$27,040
1-3 years of service.....	\$28,798
4-6 years of service.....	\$30,669
7-9 years of service.....	\$32,663
10-12 years of service.....	\$34,786
13-15 years of service.....	\$37,047
16-18 years of service.....	\$39,455
19-21 years of service.....	\$42,019
22-24 years of service.....	\$44,751
25 plus years of service.....	\$47,660

Any Employee designated as lead shall receive a differential of \$2.00 per hour per shift.

Section 2:

The Employee agrees to provide each Employee with access to an itemized statement in each pay period showing his/her hours of work during that pay period, accumulated sick and annual leave, and all deductions made from his/her wages on his/her pay stub.

Section 3:

Any monies paid retroactively will be accompanied by a Notice of Personnel Action (NOPA) explaining precisely what these retroactive payments are for.

ARTICLE XII
LOCAL HOLIDAYS

Section 1:

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

Section 2:

When a holiday falls on a shift employee's normal day off, he shall receive payment for said holiday at the regular base rate of pay (for an eight-hour day), except when the holiday falls on a Saturday.

Section 3:

Employees who are required to work on a holiday shall be compensated as follows: eight (8) hours pay for the holiday at the regular rate (up to eight (8) hours), plus straight time for the number of hours worked, making it double time, and one and one-half (1 1/2) times the regular rate for all hours worked in excess of eight (8) hours on a holiday.

Section 4:

If an employee is required to work his day off, he/she is paid double pay if it is a holiday and time and one-half if it is not.

ARTICLE XIII
ANNUAL LEAVE WITH PAY

Section 1:

All employees of the Department/Agency within the Bargaining Unit shall accrue annual leave in accordance with the applicable Virgin Islands Government Code.

Section 2:

Request for annual leave will be submitted to the Department/Agency at least ten (10) days prior to the start of the leave by the employee and the Department/Agency will prepare the annual leave schedule with an attempt to accommodate the employee's request. However, the Department/Agency reserves the right to schedule annual leave in order to prevent hampering its normal operations. All requests for annual leave shall be submitted and approved in advance of taking said leave.

Section 3:

In the case where an employee is laid off, resigns, or his/her employment is otherwise terminated, the accrued vacation shall be paid to said employee at the regular rate of pay.

Section 4:

Employees in the Bargaining Unit who have accumulated annual leave in excess of 480 hours by the end of the calendar year and whose request for leave is denied in writing by the Commissioner/CEO shall be compensated for the leave requested at their current regular hourly rate of pay.

ARTICLE XIV
SICK LEAVE

Section 1:

All employees of the Department/Agency within the Bargaining Unit shall accrue and use sick leave in accordance with applicable laws of the Virgin Islands Government.

Section 2:

When an employee is entitled to receive Workmen's Compensation, the Employer shall advance said payment to the employee up to the amount of accumulated leave time subject to reimbursement by the Government Insurance Fund, in accordance with Rules and Regulations of Workmen's Compensation and Chapter 25 of Title 3, §584a (a) (b) (c) of the V.I. Code. Proof of sickness will be in accordance with the Virgin Islands Code T.3, Chapter 25 and the Virgin Islands Rules and Regulations, Sec. 452-382 as they may be amended from time to time.

If a member is directed by the employer to be monitored or examined by the employer or employer's physician, then said costs shall be paid by the employer.

ARTICLE XV
MATERNITY LEAVE

Section 1: Maternity Leave/Paternity Leave

- a. Within thirty (30) days after pregnancy is confirmed, an employee must provide to the Employer a medical certificate indicating (1) the date on which she will no longer be physically able to perform her regular duties; and (2) that it is expected that she can work until that date without risking injury to herself or the health of the unborn child. At such time as the employee desires to go on maternity leave, employee shall (except in cases of emergency) apply for said leave not less than two (2) payroll periods prior to the intended departure date. In no event shall an employee apply for such leave later than two (2) payroll periods prior to the date shown on the latest medical certificate to be the day past when employee may not work without risking injury to self or the unborn child. Upon application as provided above, employee shall be granted maternity leave as hereinafter provided.

- b. Employee shall provide to the employer medical certificate attesting to the birth and/or adoption of a child. Paternity leave may be granted to an employee who becomes a father of a newborn child or an adopting parent. Such leave shall be charged to sick leave and/or annual leave and then leave without pay as approved by employer.

Section 2:

To the extent available, an Employee shall be permitted to charge any portion or all of maternity/paternity leave to sick and/or annual leave. Where an Employee has exhausted all sick or annual leave to which Employee may be entitled, the Employee shall be allowed leave without pay for a total of up to twelve (12) weeks unless a request for extension is approved by Employer due to extenuating circumstance.

Section 3:

An employee on sick or annual leave pursuant to the Article shall continue to accrue annual leave, sick leave and seniority. An employee on leave without pay pursuant to this Article shall continue to accrue only seniority and will be reinstated to her former position at the termination of leave.

ARTICLE XVI
MANAGEMENT RIGHTS

Section 1:

The Employer reserves the exclusive right to manage and direct the operations of its business, including, but not limited to, the right to transfer, change or alter operations in whole or in part, and the right to develop work methods to obtain increased efficiency and productivity from its employees. The Employer also reserves the exclusive right to direct the work force of the Department/Agency including, but not limited to, the right to select and hire employees, promote them, assign work to them, transfer and discipline them, also the right to relieve employees from duties or responsibilities due to reduction or lack of work or because they are incapacitated to perform the duties or perform them effectively.

Section 2:

It is understood that the Employer shall not use any of these prerogatives for the purpose of discriminating against its employees. In the event of any controversy in this respect, the same shall be submitted to the Grievance Procedure in Article VIII and arbitrated as provided for in Article IX in this contract.

Section 3:

Management rights stated in this Article are limited only by the specific and express terms and conditions provided for in this Agreement and other applicable provisions by law.

ARTICLE XVII
SUBCONTRACTING

Section 1:

It is the intention and the goal of the Agency(s) to have their own employees work as security guards in the Agency(s) facilities. The Agency(s) does not intend nor does it wish to subcontract security guard services to displace present guard service.

Section 2:

However, it may happen that from time to time, because of emergency situations, the Agency(s) may need to utilize contract guards.

Section 3:

Should it be necessary to subcontract security guards on a temporary basis, the Agency(s) will notify the Union through the Shop Steward of such action, and upon request by the Union, the Department/Agency(s) will promptly meet with the Union to discuss the effect upon the bargaining unit and the time period during which the temporary guards will be used.

Section 4:

No security guard in the bargaining unit will be displaced or replaced by subcontracted security services or by outside workers brought in to cover an emergency.

ARTICLE XVIII
STRIKES AND LOCKOUTS

Section 1:

The Union and the employees covered hereunder acknowledge that in accordance with applicable laws, they shall not engage, authorize or assist in strikes, boycotts, reductions or interruption of work or interference of any kind with the operation or business of the Department/Agency or acts that in any form may adversely affect the Department/Agency. Participation by employees in any act violating Section 1 of this Article shall be cause for disciplinary action.

Section 2:

There shall be no lockouts on the part of the Department/Agency.

Section 3:

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

ARTICLE XIX
GENERAL PROVISIONS

Section 1: Mutual Respect

The parties and their officers and representatives reciprocally agree among themselves to mutually give each other the best treatment with the highest respect and consideration possible, so as to maintain the best relationship and obtain the highest efficiency of work and service.

Section 2: Bulletin Board

The Department/Agency agrees to maintain a bulletin board in each of its hospitals for the exclusive use of the Union, where the Union can post its official communications.

Section 3: Paid Appearances

The personnel covered by this Agreement shall be paid their salaries for the entire time they have to appear before Courts of Justice as witnesses for the Department/Agency, or in any grievance proceeding or arbitration.

Section 4: Breaks

- A. Each worker will be permitted to take a one-half ($\frac{1}{2}$) hour meal break with pay during his or her eight (8) shift at a time to be mutually agreed upon between worker and supervisor.
- B. Each worker will be allowed one meal per eight (8) hour shift in the Hospital cafeteria at \$3.00 per meal. Additional items will be at the regular price. Basic meals will consist of a meat, fish, or chicken, plus a vegetable, starch, medium drink and dessert. Basic meals will be specified by management in advance.
- C. In addition to the meal break, each worker will be given a fifteen (15) minute break with pay during the first half of the work shift, and another fifteen (15) minute break with pay during the second half of the work shift. Permission to take these breaks must be given before-hand by the worker's supervisor.

Section 5:

The Agency(s) shall provide the employees covered by this agreement with adequate lockers where needed as well as access to water coolers, lavatories and suitable sanitary facilities.

Section 6: Direction

All personnel covered by this Agreement shall be under the direction and subject only to the orders of the person or persons designated by the Department/Agency.

Section 7: Uniforms

- A. Security guards are required to wear uniforms as prescribed in the Security Agency(s) Dress Code Policy.
- B. Each Employee will be entitled to receive a uniform allowance of four hundred dollars (\$400) per fiscal year. The Employer will make every effort to issue these payments during the first (1st) quarter of the fiscal year.
- C. The Employer shall provide uniforms, along with registered badges, patches, and other items deemed necessary for an attractive, professional appearance. Such uniforms shall be provided upon commencement of employment, and distributed to Employees as deemed necessary at least every other year, based on wear and tear at the discretion of Employer.

Section 8: Life Insurance

The Agency(s) shall provide life insurance policies for security officers in adequate amounts in accordance with Title 3, §631-640 and as amended from time to time. If Security Guard can provide proof of coverage, the Government Health Insurance will not be required.

Section 9: Retirement

The Department/Agency shall provide retirement under the system of the Government of the Virgin Islands.

Section 10: Work within the Bargaining Unit

- A. Managerial employees will not perform any work covered by the Bargaining Unit and performed by Union members except for training and cases of emergency.
- B. **Working out of Class**
In the event a Union member, upon written request from management, performs managerial work for a period exceeding thirty (30) days, the Union member will be paid at the supervisor's salary grade or ten (10%) percent of their salary whichever

is higher for the time spent doing managerial work.

Section 11: Vacancies

Whenever the Agency(s) may need to fill a vacancy or fill a newly created position within the Bargaining Unit, it shall post the notice in designated areas for ten (10) working days. A copy will be provided to the union.

Section 12: Work Schedule

- A. Management will prepare a monthly work schedule. Management will make every effort to rotate shifts on a monthly basis. Members of the bargaining unit shall notify their supervisors of any situation that will conflict with the schedule forty eight (48) hours in advance. Each worker will be provided with a copy of the monthly schedule.
- B. To the degree possible, management will schedule two (2) complete days off after each work period of five (5) consecutive days.
- C. To the degree possible, management will schedule week-end assignments to permit each worker to have every other week-end off, or to have two free week-ends monthly. Should a worker be scheduled to work a third and/or fourth week-end in a month, the worker will be paid at the rate of two (2) times his/her regular rate of pay for any weekend worked in excess of two (2) weekends worked.
- D. Work schedules shall be made in a fair, non-discriminatory fashion. All workers are expected to share equally the duties of weekend, holiday and night shifts.

Section 13: Call Back Pay

- A. In the case where an employee is called back to work after leaving the regular tour or is called into work during the scheduled time off and such employee accepts, the overtime payment shall be made to said employee at the rate of one and one-half (1 ½) times his/her regular rate with a guarantee of two (2) hours of work. Time shall be computed from the time the employee arrives at the work station.
- B. If an employee is called back to work on a holiday or from a vacation, said employee shall be guaranteed a minimum of two (2) hours and shall be paid at the rate of two (2) times his/her regular rate of pay.

Section 14: Night Differential

Employees in the Bargaining Unit who are regularly scheduled to work at least five (5) hours between the hours of 6:00 P.M. and 6:00 A.M. shall receive a ten (10%) percent night differential pay for the first five (5) to eight (8) hours, and fifteen (15%) percent for any hour(s) in excess of eight (8) hours, provided that the night duty assignment was not made at the behest of the employee.

Section 15: Incentive Danger Pay

Employees assigned to Substance Abuse/Mental Health areas, or given an assignment to monitor substance abuse/mental health patients or other assignments that could be considered dangerous, or caution is necessary, shall receive an additional \$10.00 per shift.

Section 16: Transportation and Living Expenses

When an employee is required by the Department/Agency to perform duties away from his/her regularly assigned island, the Department/Agency will pay for transportation and per diem in accordance with existing laws applicable to the Virgin Islands Government.

Section 17: Jury Duty

- A. Any employee who serves on jury duty shall be paid by the Employer at the regular rate of pay during the extent of said jury duty.
- B. Employees who are scheduled to work on a day they are serving as a juror shall not be required to report for work, as jury duty shall be interpreted as the regular work day for the employee.
- C. Employees not selected for jury after reporting for the selection process and released by noon of the day of the selection process must report to their normal duty, provided the work hours are between 3:00 P.M. and 8:00 A.M.

Section 18: Military Service

- A. Employees within the Bargaining Unit who leave the Department/Agency for active duty in the Armed Forces will be reinstated in accordance with existing applicable federal and local laws.

- B. Employees of the Department/Agency within the Bargaining Unit who are members of a Military Reserve Unit or National Guard Unit shall be entitled to leave with pay when called on active duty training, in accordance with existing laws. At all times advance written notice shall be provided to supervisors for work scheduling purposes.
- C. Employees ordered to serve active Military Duty shall not be required to perform work during their set period of duty.

Section 19: Training and Education

- A. All newly employee officers shall attain the International Association of Healthcare Security & Safety (IAHSS) Basic Officer certification within 6 months of employment. (A one year period will be provided for all current officers to attain the certification.) Officers must maintain this certification during employment. Remedial training will be provided to Officers to assist with obtaining the IAHSS Certification.
- B. All officers shall attain training for certain non-lethal tools for employee, patient, and personal protection (such as a taser, baton, etc.) as scheduled by management.
- c. In keeping with local law and the Agency(s) Security Department's "Policies and Procedures," management shall provide security guards with orientation, in-service training and continuing education courses. Both parties agree on the need for a confident, well-prepared and highly professional work force. To this end, such courses will be given on company time with pay. Time spent in courses authorized and approved by the Department/Agency(s) shall be considered as regular work time.

Section 20: Union Training

An employee officially designated in writing by the Union to attend a Union conference or training session will be granted a leave of absence without pay for such purpose (not to exceed five (5) work days in each instance), if the employee's absence will not unduly impair the Department/Agency's operations as determined by the Department/Agency head. The employee, at his or her sole discretion, may take the time as annual leave.

Section 21: Leave Without Pay

- A. The Department/Agency will authorize a justified leave without pay for a period of up to six (6) months for an employee who requests it in writing, if, in the Department's/Agency's opinion, said leave will not seriously affect the Department's/Agency's operation.

- B. The employee can also request an extension of this leave for an additional six (6) months, or portion thereof; this extension will not be unreasonably denied.

The Employee will not lose seniority upon returning to his/her position after an authorized leave of absence. Such leave can be requested after an Employee has accumulated two (2) or more years of service.

ARTICLE XX
HEALTH, SAFETY AND SANITATION

Section 1: Safety Rules

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

Section 2: Injuries

- A. An employee injured on the job shall be paid for the remainder of his/her work day if he/she is unable to work because he/she is treated by a physician and is certified as being unable to return to work that day.

- B. In the event of a bona fide work-related medical emergency, medical attention for the injured employee shall be provided at the hospital.

- C. An employee injured in any way or involved in any accident causing damage to the Agency(s) property or the property of any third person, shall immediately report the accident or injury to his Supervisor/Coordinator of Security. The employee shall supply all information within his knowledge concerning the accident within forty-eight (48) hours, including names and addresses of witnesses to any accidents, and the details of any injury. Failure to comply with this provision may subject such employee to disciplinary action by the Agency(s) as circumstances warrant.

Section 3:

The immediate supervisor of any employee who suffers a work accident shall immediately submit a report to the Department/Agency with a copy to the Union.

Section 4: Job Safety Training

- A. In view of the high risk nature of the job, all security guards will receive training geared to minimizing risks to themselves, patients and visitors as well as training in how to deal in general with patients and visitors.

- B. All security guards are to be training in first aid, cardiopulmonary resuscitation, firefighting equipment and method of fire containment and personnel evacuation.

- C. Management agrees to provide security guards on all three islands with radios for use on all three (3) shifts. Guards will be taught to use and care for the radios.

ARTICLE XXI
EMPLOYEE PERSONNEL RECORD

Section 1:

Official files shall be maintained under the following circumstances:

- A. The Department/Agency(s) shall notify the employee of any derogatory material received regarding the employee and shall provide the employee a copy of said material. No material derogatory to any employee's conduct, service, character or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall receive a copy of said material.
- B. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.
- C. An employee may request and he/she will be granted the opportunity to examine his/her personal file.
- D. Any derogatory material not shown to an employee by the Department/Agency shall not be allowed as evidence in any grievance or arbitration proceedings or disciplinary action against an employee or used to affect dismissal, promotion or rating.
- E. Information of a positive nature shall be placed in the employee's file. Such information shall include but shall not be limited to information indicating special competencies, achievements, or performance, or contributions of an academic, professional or civic nature. Any such material received from outside sources shall also be included in the employee's file, provided, however, since reasonable persons may differ as to whether information is positive or derogatory, entries into the employee's file under this subparagraph shall be subject to all the terms and conditions of this Article relating to derogatory material.

ARTICLE XXII
BEREAVEMENT LEAVE

Section 1:

In event of the death of a spouse, parent, child, brother, sister, grandparents, grandchildren, sister-in-law, brother-in-law, step father, step mother, step children, step siblings or spouse's parent, the employee shall be granted use of up to four (4) working days administrative leave with pay.

Section 2:

Bereavement leave requested for the purpose of attending the funeral of persons not referred to in this Article shall be charged to annual leave if approved.

Section 3:

If it is determined that leave granted under this section was made under false pretenses, the employee will be subject to disciplinary action.

ARTICLE XXIII
SAVINGS CLAUSE

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

ARTICLE XXIV
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon both parties, their heirs, executors, administrators, successors and assigns.

ARTICLE XXV
PREVAILING RIGHTS

All rights, privileges and benefits presently being enjoyed by the employees, which are established and accepted policy of the Agency and which are not specifically listed in this agreement, shall remain in full force during the term of this Agreement. The Union shall receive proper notice and have an opportunity to discuss any proposed changes of such rights, privileges and/or benefits prior to implementation.

ARTICLE XXVI
DURATION OF AGREEMENT

Section 1:

This agreement shall be in full force and effect from 12:01 A.M. October 1, 2018 and continue until midnight of September 30, 2021.

Section 2:

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

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the date signed

GOVERNMENT OF THE VIRGIN ISLANDS

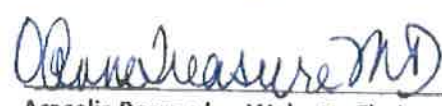
IAMAWAFL-CIO, CLC

By: 
Natalie Nelson Tang How, Esq
Chief Negotiator


By: 
Javier Almazan, Sr
Grand Lodge Representative

Dated: 12-17-18

Dated: Dec. 12, 2018


BY: 
Aracelis Bermudez-Walcott, Chairperson
Governing Board *Acting Chair Treasurer, Amc*
Governor Juan F. Luis Hospital and
Medical Center

Date: 5-10-19

BY: 
Cornell Williams, Chairperson
Governing Board
Schneider Regional Hospital and
Medical Center
St. Thomas/St. John

Date: _____

APPROVED:

By: 
Honorable Albert Bryan, Jr.
Governor of the U.S. Virgin Islands

Date: 9-6-19