

**COLLECTIVE BARGAINING AGREEMENT**

Between the

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

and the

**VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY  
(ENFORCEMENT OFFICERS)  
AND  
(NON SUPERVISORY PERSONNEL)**

**Effective Date: October 1, 2016  
Expiration Date: September 30, 2019**

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## **PREAMBLE**

THIS AGREEMENT is entered into this 1st day of October, 2016, by and between the ISLANDS WASTE MANAGEMENT AUTHORITY (ENFORCEMENT OFFICERS), hereinafter referred to as the "Authority" or "Agency" or "Department" and the International Association of Machinists and Aerospace Workers, on behalf of Local Lodge 340 hereinafter referred to as the Union" on behalf of employees of the bargaining units set forth in Article II - Scope and Recognition of this Agreement. Except as otherwise expressly provided herein, the provisions of this agreement shall be effective 10/01/16 - 9/30/2019.

## **ARTICLE I**

### **PURPOSE**

#### **Section 1-1:**

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

#### **Section 1-2:**

The Authority and the Union shall provide each other with 30-day notice as is reasonable under the circumstances on all matters in the administration of the terms of this Agreement including changes or innovations affecting the relations between the parties.

#### **Section 1-3:**

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

#### **Section 1-4:**

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

**ARTICLE II**  
**SCOPE AND RECOGNITION**

**Section 2-1:**

The Authority hereby recognizes the Union as the exclusive bargaining representative for all non-supervisory employees and non-supervisory Environmental Enforcement Officers in the Virgin Islands Waste Management Authority, Public Employees Relations Board Case Numbers, which are made a part hereof;

**AGENCY**

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY  
VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

**CASE NO:**

PERB-RC-13-01  
PERB-RC-13-02

**Section 2-2: Union Counter Proposal**

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

**The Authority shall make every effort to contact the Union when emergencies arise.**

## **ARTICLE III**

### **UNION SECURITY**

#### **Section 3-1: Union Membership**

The Authority 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 3-2: Union Security**

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

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

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

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

#### **Section 3-3: Check-off**

The Authority agrees to establish and maintain a check-off procedure whereby the Authority, through the Division of Finance, shall make biweekly payroll deductions of regular periodic Union membership dues as designated by the International Secretary Treasurer of the Union. Membership dues shall be deducted on the basis of individually signed check-off authorization cards. Deductions on the basis of authorization cards submitted to the Authority shall commence with respect to dues within 2 (two) pay periods subsequent to the receipt of such authorization card.

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

International Association of Machinists and Aerospace Workers  
9000 Machinists Place  
Upper Marlboro, MD 20772

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

Section 5:

The Union agrees to indemnify and hold harmless the Virgin Islands Waste Management Authority in those cases in which the Authority is obligated to disburse any sum of money for having discharged an employee at the request of the Union for failure to pay Union dues, payments-in-lieu of dues and/or initiation fees.

**ARTICLE IV**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 1:**

The 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 thereof;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging employees, subject to the provisions of this Agreement;
- D. Provide notice to Union when relieving employees from duties because of lack of work or funds or under conditions where continuation of such work becomes inefficient or non-productive.
- E. Maintaining efficiency of operations;
- F. Determining methods, means and personnel by which the Employer's operations are to be conducted;
- G. Taking such actions as may be necessary to carry out the mission of the WMA and/or GVI; and
- H. Performing any Authority or managerial function not limited by the terms of this Agreement.

**Section 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 agency, subject to the provisions of this Agreement and with notice to the Union.
- B. In the event of an amendment or revision of job description, the compensation of the incumbent shall not be reduced, unless reassigned to another position.

**Section 3:**

The Employer reserves the right to establish and enforce reasonable rules and regulations governing employment responsibilities of employees. Such rules and regulations and all amendments thereto shall be made known to all employees and to the Union, and the application of such rules, regulations and amendments shall not be discriminatory or inconsistent with this Agreement.



**ARTICLE V**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 5-1:**

For the purpose of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties, as to the interpretation, application or compliance with the provisions of this Agreement. The following procedure, including arbitration, may be initiated by either party and shall be the exclusive means of settlement of all grievances arising under the Agreement, except for those involving classification matters which shall be processed pursuant to Title 3, Chapter 25, Sub-Chapter 3, of the Virgin Islands Code.

**Section 5-2:**

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

**Section 5-3:**

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

- A. **Step 1.** The employee shall discuss the complaint with his immediate supervisor. The employee may elect to have a shop steward present during this discussion. The supervisor shall render a decision, in writing, within seven (7) working days of said discussion, advising the employee and, where appropriate, the shop steward of this decision.
- B. **Step 2.** If the supervisor's decision is not acceptable to the employee and/or the Union, the employee and/or the Union must within ten (10) working days of the Step 1 decision, present, in writing, to the Division Head a request for reconsideration of the Step 1 decision. A meeting between the Division Head, the employee and shop steward shall be held to discuss the grievance within ten (10) working days after it has been presented. Within fifteen (15) working days after

this meeting has been held, the Division Head shall advise the employee and/or the Union representative, in writing, of his/her decision.

- C. Step 3. If the Division Head's decision is not acceptable to the Union, then the Union, within ten (10) working days after receiving the answer in Step 2, shall appeal the decision to the Authority Head in writing. A meeting between the Authority Head or his designee, the Representative of the International Union, and the employee(s) shall be held to discuss the grievance within ten (10) working days after it had been appealed to the Authority Head. It is recognized that to accommodate the work schedule of the Representative of the International Union and the Authority Head or his/her designee, it may be necessary to extend the time limits for this Step 3 meeting. Therefore it is agreed that should it be necessary to extend the limit of this Step 3 meeting, said time shall not be extended for more than twenty (20) working days from receipt of the Union's filing at Step 3. Within ten (10) working days after this meeting has been held, the Authority Head or his designee shall advise the Representative of the International Union, and/or the employee(s) of his decision in writing. The decision shall contain a brief summary of the proceedings and the statement of the Authority Head's position. In the event of arbitration for the sole reason that the Authority has failed to observe the time limit of this Step 3, the Arbitrator's compensation and expenses shall be borne eighty percent (80%) completely by the Authority.

Section 5-4:

A grievance disputing the Authority's interpretation or application of a particular provision of this Agreement which generally affects a group of employees shall be filed by the Union with the Authority Head, not later than ten (10) working days after the date the Union knows or should have known of the Authority's disputed interpretation or application of the Agreement provision. This type of grievance may be initiated by the Union at the Step 3 level of the grievance procedure outlined in this Article.

Section 5-5:

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

Section 5-6:

All grievances shall be presented promptly, no later than ten (10) working days after the employee or employees knew or should have reasonably known of the incident which gave rise to the grievance.

Section 5-7:

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

If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of on the last answer of the Authority. The Union may withdraw a grievance at any step in the procedure by notifying the Authority in writing. If the Authority fails to process its response to a grievance within the time limits provided, the Union shall have the right of automatic appeal provided such appeal is made on a timely basis in accordance with this agreement. If the Authority initiated the grievance, the role shall be reversed.

Section 5-8:

In the event the Authority Head's response to the Step 3 grievance is not acceptable to the Union, the Representative of the IAMAW Union may, by written notice to the Authority Head, within ten (10) working days of receipt of the latter's decision, appeal the matter to arbitration as set forth in Section 13 of this Article.

Section 5-9:

Grievances arising from suspension, demotion or discharge may be filed, in writing, as a Step 3 grievance, directly to the Authority Head, within five (5) working days of notice of such action, with a copy to the employee and the Chief Shop Steward. Such grievance shall be heard by the Authority Head or his/her designee, within ten (10) working days after it has been presented to the Authority Head. A written decision shall be submitted to the Union within seven (7) working days of the closing of the hearing to the Chief Shop Steward and the employee.

Section 5-10:

No employee shall be suspended or discharged except for just cause. In the event an employee is suspended or discharged, the Authority shall give such Employee, and the representative of the Union a written notice setting forth the cause for suspension or discharge.

Section 5-11:

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

Section 5-12:

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

Section 5-13:

The Arbitrator shall be selected by mutual agreement of the parties. For the purpose of selecting an impartial Arbitrator, the parties will, within ten (10) working days after the date of written designation of the grievance for arbitration, request from the Public Employees Relations Board a list of names and addresses of local impartial persons. The parties shall then make every effort to agree to one of the local persons on the list as the Arbitrator.

In the event the parties are unable to agree on a local Arbitrator within ten (10) working days of the exchange of the list, the parties acting jointly shall request the Federal Mediation and Conciliation Service to provide to the parties a panel of seven (7) arbitrators in accordance with the rules and procedures of the Service.

Each party, commencing with the one seeking Union, shall alternately strike one (1) name from the list and the name of the person last appearing on the list shall be designated as the Arbitrator and his/her appointment shall be binding on both parties.

The Arbitrator's compensation and expenses shall be shared equally by the parties except

as otherwise provided for in this Article.

The Arbitrator shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.

The decision of the Arbitrator shall be final and binding on both parties to this Agreement and the grievant. It shall be rendered in writing, within thirty (30) days of the last hearing or submission of facts as provided herein.

## **ARTICLE VI**

### **SENIORITY**

#### **Section 6-1: Seniority Defined.**

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

#### **Section 6-2: Probationary Period.**

- a. A non-supervisory employee, during the first six (6) months of employment, is a probationary employee. Said six (6) months period shall be referred to in this Agreement as the Probationary Period. A probationary employee shall have no seniority rights, may be discharged by the Authority and may be laid off without obligation to rehire. Upon completion of the Probationary Period, the employee shall accrue service and job classification seniority retroactive to date of hire.
- b. A non-supervisory Environmental Enforcement Officer, during the first twelve (12) months of employment, is a probationary employee. Said twelve (12) months period shall be referred to in this Agreement as the Probationary Period. A probationary employee shall have no seniority rights, may be discharged by the Authority and may be laid off without obligation to rehire. Upon completion of the Probationary Period, the employee shall accrue service and job classification seniority retroactive to date of hire.
- c. Probationary employees may initiate complaints under this Agreement, but may be laid off or discharged as exclusively determined by the Authority, provided that this shall not be used for purposes of discrimination because of race, color, religion, creed, national origin, gender or sex, or because of membership in the Union. Upon completion of the probationary period, the employee shall accrue service, departmental and job classification seniority retroactive to date of hire. Employees whose positions are reclassified shall serve no probationary or trial period, unless required by WMA.

#### **Section 6-3: Application of Seniority.**

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

Section 6-4: Seniority Lists.

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

The Union or any employee who questions the accuracy of the list may do so within 30 days of posting or upon knowledge of the discrepancy after the posting of said list on all bulletin boards. If no resolution, the Union may file a written grievance with the Employer specifying the alleged inaccuracy or inaccuracies. If no grievance is filed within the specified time limit, the list shall be binding and conclusive for all purposes as to the parties and employees.

Section 5: Termination of Seniority.

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

- A. Resigns and is not rehired within one (1) year;
- B. Retires;
- C. Is discharged for just cause and not reinstated;
- D. Is laid off for a period in excess of two (2) years;
- E. Fails to report to work after recall from layoff within ten (10) work days after receipt of notification, by certified mail, by the Authority to the last known address of such employee as shown on the Authority's record, provided that the Authority shall extend the notification period for a valid reason;
- F. Obtains a leave of absence under false pretenses;
- G. Is absent exceeding the period for which a leave of absence has been granted or extended without legitimate excuse; or
- H. Fails to report for work after being off due to a compensable occupational injury or accident within **five (5)** work days after this authorization to return to work by his doctor.

Section 6: Super Seniority.

Super Seniority shall apply to Local Union Officers and Shop Stewards who, notwithstanding their position on the seniority roster, shall have preferential seniority in the case of layoffs. The employees to whom Super Seniority shall apply shall be designated to the Authority in writing.

**ARTICLE VII**  
**PROMOTIONS, DEMOTIONS AND TRANSFERS**

**Section 1:**

Promotion is hereby defined as a move from a lower job classification to a higher job classification. The Employer shall fill job vacancies from within the Authority provided employees are qualified and available with the necessary qualification to fill the vacant position, prior to the hiring of any transfer or new employees.

**Section 2:**

Notice of all job vacancies shall be posted on all bulletin boards of the Authority. This notice will remain on the bulletin board for ten (10) working days and include Job Title, Labor Grade and brief description of Job Duties including qualification and necessary skills. Only those employees who complete an application during the ten (10) day period will be considered for the job and will be permitted to file a grievance against the final selection.

**Section 3:**

Promotions shall be made on the basis of current job performance, seniority and qualification to perform the work. In the event two or more employees have the same relative qualifications, the employee with the greater seniority or better job performance shall be selected. An employee who is promoted shall be placed in the higher rated job for a trial period up to ninety (90) days. In the event the employee does not successfully pass the trial period, such employee shall be returned to his former position without any loss of seniority.

**Section 4:**

Temporary assignment of employees made solely for the convenience of the Authority to replace an employee who is on a paid or unpaid leave of absence may last for the duration of such leave of absence.

Temporary assignment to fill a permanent vacancy on an interim basis shall last for a period of not longer than twelve (12) months.



Section 5:

In the event of a temporary assignment to higher classification made solely for the convenience of the Authority for a period lasting longer than one (1) payroll period, the Authority shall pay the employee at his base rate of pay plus five percent (5%) or the minimum rate of pay the position to which he is temporarily assigned, whichever is higher, retroactive to the first day of assignment.

Section 6:

In the event of a transfer to a lower classification made solely for the convenience of the Authority the employee shall be paid at his regular rate of pay.

Section 7:

An employee may apply for and receive a transfer to a position of another classification within the same labor grade. Such transfer shall be made upon request of the employee at the discretion of the Authority. However, in case of an involuntary transfer, an employee has no obligation to accept a transfer to another district.

Section 8:

WMA reserves the right to conduct a desk audit of an employee's position. Upon completion, the Union shall have the right to request a copy of the results.

**ARTICLE VIII**  
**REDUCTION AND RESTORATION OF WORK FORCE**

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

**A. Procedure:**

1. Temporary, part-time and probationary employees in the affected job classification shall be laid off first and in that order.
2. If it is necessary to make additional reductions in the work force, employees in the affected job classification(s) shall be laid off in reverse order of their job classification seniority.
3. An employee to be laid off may elect to be placed on lay-off or to bump an employee with less service seniority, in a job classification of equivalent or lower wage rate, where the employee to be laid off has previously been assigned on a permanent basis or where the duties of which the senior employee is able to perform properly without additional training.
4. An employee who elects to bump shall have the same rights as though he was Initially displaced in the lay-off.
5. For the purpose of this section, an employee promoted to a new classification shall retain his classification seniority in his old classification until he is permanently assigned to his new classification.

**B. Notification from Lay-Off**

An employee to be laid off shall be notified by the Authority at least ten (10) 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 herein. An employee receiving said notice shall be entitled to his 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/she was laid off provided he/she has the ability to do the required work.
2. An employee shall be notified of recall by certified mail, return receipt requested, to the employee's last address contained in the Authority's records. Simultaneously, a copy of said notification shall be given to the Division Shop Steward and will be sent to the Union at the address set out in Article IV. An employee who fails to notify the Authority within ten (10) working days after the mailing of the above recall letter, expressing his intention to return to work within ten (10) working days, shall be considered terminated.
3. A new employee or new employees shall not be hired while qualified employees willing to perform the available work remain on the lay-off list.

**ARTICLE IX**  
**RATES OF PAY AND CLASSIFICATION**

| <b>October 1, 2016</b>                                 | <b>October 1, 2017</b>                      | <b>October 1, 2018</b> |
|--------------------------------------------------------|---------------------------------------------|------------------------|
| 6% One time Cash Bonus<br>Payable by December 31, 2016 | 6% Cash Bonas payable by<br>October 1, 2017 | 7% Wage Increase       |

The payment of the Wage Increase of 7% on October 1, 2018 is subject to the availability of funds.

**ARTICLE X**  
**HOURS OF WORK AND OVERTIME**

Section 10-1: Workweek

- A. Employees shall be scheduled to work a normal period of forty (40) hours within the work week, beginning at 12:01 a.m. on Sunday and ending at midnight on Saturday, except for those employees currently occupying positions that are scheduled to begin or end at times other than specified herein. Each work day shall consist of eight (8) consecutive hours, excluding the lunch period.

A shift employee is defined as an employee who performs a service on a regular or continuous basis for more than one (1) shift during a twenty-four (24) hour period.

An employee shall be granted four (4) days off within the payroll period, at least two (2) can be consecutive whenever possible, based upon the Employer's discretion.

B. Docking

Employees shall be docked only for the amount of time they arrive on the job late after the Authority's fifteen (15) minute grace period.

Section 10-2: Overtime Pay.

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

### Section 10-3: Distribution of Overtime Work

A. When the Authority determines that work must be done on an overtime basis, it will be authorized by a supervisor. The Authority will give advance notice of the overtime to employees whenever it is needed, except in cases of emergency.

B. Nothing in this Section shall require the Employer to assign work on overtime that is not needed or which can be accomplished by employees on a straight time basis. No employee shall be forced to take time off his regular schedule to avoid the payment of overtime for hours worked outside his/her normal schedule.

C. Any employee who accepts an overtime assignment, or is required to work overtime, and who fails to report as scheduled may be subject to disciplinary action.

### Section 10-4: Night Differential

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

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

### Section 10-5: Exchange of Shifts

Employees in the bargaining unit may exchange shifts if in the discretion of Management the changes do not interfere with the operations of the Authority. Request for shift exchange by employees must be approved in advance by the Authority.

### Section 10-6: Call Back

In the event an Employee is called back to work after a shift end, that Employee shall be paid a minimum of four (4) hours pay at the applicable overtime rate for completing the assigned duties.

Employer shall compensate all technicians in operations that are within the maintenance and repairs department that are called back to work after a shift ends based on the following:

- Employer will inform Technician of duties to be performed;
- Technician that is assigned duties that requires less than four (4) hours and is completed in less than 4 hours will be compensated for four (4) hours of work;
- Technician that is assigned duties that requires five (5) or more hours of work will be compensated no less than eight (8) hours.

**ARTICLE XI**  
**LEAVES OF ABSENCE**

A. Holidays

All days specifically designated in Title I, Virgin Islands Code, Section 171, as it exists or may be amended from time to time during the life of this Agreement, and such other days as the President of the United States or the Governor of the Virgin Islands may proclaim, shall be recognized as legal holidays. When a holiday falls during an employee's vacation, that day of absence shall not be charged against the employee's annual leave.

Section 11-1:

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 11-2:

For the convenience of covered employees, the contents of the Virgin Islands Code provisions pertaining to holidays are as follows:

|                                   |                               |
|-----------------------------------|-------------------------------|
| January 1                         | New Year's Day                |
| January 6                         | Three Kings' Day              |
| January 15                        | Martin Luther King's Birthday |
| 3rd Monday in February            | Presidents' Day               |
| March 31                          | Transfer Day                  |
| Holy Thursday                     |                               |
| Good Friday                       |                               |
| Easter Monday                     |                               |
| Last Monday in May                | Memorial Day                  |
| July 3                            | V.I. Emancipation Day         |
| July 4                            | Independence Day              |
| 1st Monday in September           | Labor Day                     |
| 2 <sup>nd</sup> Monday in October | Columbus Day &                |

|                          |                            |
|--------------------------|----------------------------|
| November 1               | Puerto Rico Friendship Day |
| November 11              | Liberty Day                |
| 4th Thursday in November | Veteran's Day              |
| December 25              | Thanksgiving Day           |
| December 26              | Christmas Day              |
|                          | Christmas Second Day       |

and such other days as the President or the Governor may, by proclamation, declare to be holidays. Whenever any holiday (other than Sunday) falls upon a Sunday, the Monday following shall be a legal holiday.

B. Annual Leave

Section 11-3:

An employee shall be granted the amount of vacation/personal leave time requested and approved provided Employee has sufficient accumulated leave to cover the requested period and such leave does not interrupt the regular operations of the Authority.

Section 11-4:

Notwithstanding the provisions of section 581 of Title III, and except as provided in Section 41 of Title II of the V.I. Code, all employees of the Government of the Virgin Islands, regardless of tenure, who enter Government Service after June 30, 1968, shall accrue annual leave as follows:

- a. One-half ( $\frac{1}{2}$ ) day or four hours (4) for each full bi-weekly pay period for an employee with less than three (3) years of service;
- b. Six hours (6) day for each full bi-weekly pay period, except that the accrual for the last full bi-weekly pay period in the year is one and one-fourth ( $1\frac{1}{4}$ ) days or ten hours (10) for an employee with three (3) but less than fifteen (15) years of service; and
- c. One (1) day or eight hours (8) for each full bi-weekly pay period for an employee with fifteen (15) or more years of service.

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



The following sections of Title 3, V.I.C. Chapter 25 shall also apply:

§587 "Payment for Accumulated or Accrued Leave Upon Separation from Service";

§588 "Refund Upon Re-Employment Before Expiration of Period Covered by Leave Payment";

§589 "Payment for Accumulated and Accrued Leave to Survivors of Deceased Personnel".

Section 11-5:

The Authority shall develop an annual leave vacation policy and procedure for processing applications for annual leave to be set forth in its Employee Handbook. Such procedure shall include a specific period of time within which to approve/disapprove a request for annual leave. An employee whose request for annual leave is denied shall be advised in writing of the reasons for the denial. Such employee shall be provided with the opportunity to select alternative dates for taking annual leave.

Section 11-6:

Annual leave shall be scheduled and shall be granted for periods of time requested in advance by the employee if such time does not unduly disrupt the operations of the Authority. The employee is advised to notify Employer by January 31 of each year for annual leave being requested for that year. If two (2) or more employees request annual leave at the same time, the employee with the greatest seniority as it relates to total years of service with the Authority shall be given first preference for the annual leave period.

C. Sick Leave

Section 11-7:

Except as provided by Law in Title 2, Section 41 of the V.I. Code, Employee regardless of tenure is entitled to sick leave which accrues at the rate of one-half (1/2) day for each full bi-weekly pay period during the course of employment.

Section 11-8

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

Section 11-9

Sick leave is a leave of absence from duty on account of sickness, injury or disability which incapacitates the employee from work. This includes but is not limited to medical, dental and optical treatment. Sick leave may be granted pursuant to prior request, in appropriate cases, or pursuant to request made on the day thereof.

Section 11-10

An employee must notify Authority for an absence from duty for sick leave requested in advance.

Section 11-11:

The Authority shall keep accurate and complete records of any reports of absences by employee due to sickness. Any employee who knowingly falsifies a request for sick leave shall be subject to disciplinary action.

Section 11-12:

Pursuant to V.I. Government Policy, as may be amended from time to time, proof of sickness for an absence after: (a) three (3) or more consecutive days, or (b) absence on the day immediately preceding or immediately following any weekend, or legal holiday, shall submit medical authorization certifying that the employee was incapacitated for work.

Section 11-13:

In each calendar year, if an employee has been granted sick leave three (3) or more consecutive days, after the fourth occasion, regardless of the number of sick days, the employee shall provide medical certification that the employee was incapacitated from work.

Section 11-14:

An absence from duty of any employee whose sick leave is exhausted and/or denied under this Section shall be charged to annual leave or leave without pay, at the option of the employee, subject to approval of Authority.

Serious disability or medical ailments, up to thirty (30) days sick leave may be advanced upon approval by the Authority.

Sick leave which is not used by an employee accumulates for use in succeeding years as approved by the Authority.

If applicable, temporary employees, are entitled to sick leave which accrues at the rate of two hours (2) for each week upon certification as provided in Section 58 of the V.I, as amended Code.

Section 11-15:

An employee who becomes ill during annual leave shall not be charged annual leave for the period of illness provided the employee provides medical authorization reflecting such illness to the Authority upon return to work.

D. Bereavement Leave

Section 11-16:

An employee who suffers the death of employee's spouse, parent or legal guardian, legal dependent, step parent, children, step children, grandparent, grandchildren, brother, sister, step sibling, brother-in-law, sister-in-law, mother-in-law, and/or father-in-law be entitled to four (4) days administrative leave with pay. This leave shall be taken within the period immediately following the death and/or one (1) week after the burial or at the discretion of the Authority.

If the circumstances necessitate additional time off, the employee may use annual and/or sick leave approved by the Authority.

F. Military Leave

Section 11-18

With proof, an employee who is a member of an active reserve unit of any branch of the Armed Forces of the United States shall, in addition to any accrued leave, be entitled to administrative leave with pay for time spent in mandatory attendance at annual reserve training encampment, and at regular drills and training sessions conducted throughout the year pursuant to 3 V.I.C., §590.

Section 11-19:

An employee is entitled to leave without loss in pay, time, performance or efficiency rating for each day, not in excess of thirty (30) days in a calendar year in which employee is on federal active duty, Territorial Active Military Service or training duty as a Reserve of the Armed Forces, or a member of the National Guard (23 V.I.C., §1524).

G: Maternity/Paternity Leave

Section 11-20:

Upon presentation of a medical certificate confirming pregnancy, an employee may apply for and shall be granted maternity leave indicating (1) the date on which it is expected so employee will no longer be physically able to perform her regular duties; and (2) that it is expected that employee can work until that date without risking injury to self or the health of the unborn child. Employee shall be granted two (2) weeks paid maternity leave and leave shall be requested by employee not less than two (2) payroll periods prior to the intended departure date unless authorized by Authority. 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 date 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. Following which employee may use other accrued leave as approved by Employer. Upon request, an employee shall provide to the Authority medical certificate attesting to the pregnancy. Subject to approval, Paternity leave up to two (2) weeks may be requested and not unreasonably denied immediately before and/or after the child's birth. Any additional leave may be requested by employee and subject to approval by Authority.

- a. To the extent available, an employee shall be permitted to charge any portion or all of the maternity/paternity leave to sick leave. Where an employee has exhausted all sick leave to which she/he might be entitled, the employee may charge her/his maternity/paternity leave to annual leave and thereafter to leave without pay.
- b. An employee on sick or annual leave pursuant to this section shall continue to accrue annual leave, sick leave and seniority. An employee on leave without pay pursuant to this section shall not accrue annual leave and sick leave.

H. Leave without pay

Section 11-21:

An employee, for good cause, shall be granted a leave of absence without pay and without loss of seniority or other employment benefits, provided that such leave of absence is subject to the approval of the Authority and does not unduly disrupt the operations of the Authority.

Section 11-22:

Such leave of absence without pay shall be for a limited time not to exceed thirty (30) days, unless such period is enlarged or extended upon approval of Authority. The duration of any such leave of absence including any extended period shall not exceed one (1) year.

Section 11-23:

Only an employee who provides advance notification of absence from work shall be entitled to unpaid leave of absence. Notification shall be given at least thirty (30) working days before the start of a leave day, except in cases of emergency. The Authority is required to respond to the requested leave, if possible, within fifteen (15) days after the receipt of said leave request. No departure from the above notice procedure shall be made except within the discretion of the Authority.

I. Duty Connected Disability Leave

Section 11:24:

Disability compensation shall be awarded in accordance with provision of Title 3, Section 584a (a-c) of the V.I. Code.

J. Family Medical Leave

Section 11:25

Employee is entitled to coverage pursuant to the Family and Medical Leave Act of 1993; Public Law 103-3 published February 5, 1993, and any subsequent amendments. During that time, Insurance coverage shall remain in full force and effect provided that the employee on leave without pay contributes employee's share of premium cost.

K. Union Business Leave

Section 11-26:

Leave of absence, with the option of using accrued leave, for the purpose of accepting positions with the IAMAW Union, shall be available for no more than one (1) Shop Steward per district at any given time. The leave must be approved in advance by the Authority at least thirty (30) days unless otherwise authorized. Such leave shall be for a period not to exceed twelve (12) months. Continuous service shall not be broken by leave for this purpose but shall continue to accrue for the employee.

L. Union Convention Leave

Section 11:27:

An employee who has been elected or appointed by the Union to attend the International Union Convention shall be granted up to six (6) days of convention leave without loss of pay or deduction from annual leave. The Union shall provide thirty (30) days advance notice and recognizes that no more than one (1) Shop Steward per district shall be permitted to take Union Convention herein within any year.

M. Bereavement Leave

Section 11-28:

An employee who suffers the death of a spouse, parent or legal guardian, legal dependent step parent, children, step children, grandparent, grandchildren, brother, sister, step sibling, brother-in-law, sister-in-law, mother-in-law, and/or father-in-law shall be entitled up to four (4) days bereavement leave without loss of pay or deduction from annual leave upon approval by Authority.

N. Study Leave – See Article XVIII – Education & Training

O. Donated Leave:

Implemented by the Authority pursuant to policy and procedure of the Government of the Virgin Islands.

P. Convention Leave:

An employee who has been elected or appointed by the Union to attend the international union convention shall be granted six (6) days convention leave without loss of pay or deduction from annual leave. The Union shall provide thirty (3) days advance notice and organizes that no more than one (1) employee per district shall be permitted within any year.

**ARTICLE XII**  
**JURY AND WITNESS SERVICE**

Section 12-1: Jury Service.

An employee shall be excused from duty without loss of pay or deduction from annual leave or sick leave for time required for jury service in the Superior Court or the District Court of the Virgin Islands (3 V.I.C. §586), upon receipt of jury service notice.

Should the employee be released from jury service on or before 12:00 p.m. (noon), he shall return to work unless otherwise approved by Employer.

Section 12-2: Witness Service.

An employee who is subpoenaed to serve as a witness for the Government of the Virgin Islands shall be excused from duty without loss of pay or deduction from annual leave or sick leave for the time required for such witness duty. The employee shall provide official documentation to the Authority.

Should the employee be released from witness service on or before 12:00 p.m. (noon), he shall return to work, unless otherwise approved by Employer.

**ARTICLE XIII**  
**HEALTH, DISABILITY AND RETIREMENT BENEFITS**

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

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



**ARTICLE XIV**  
**EVALUATION AND PERSONNEL RECORD**

**Section 13-1:**

An employee's performance rating shall be discussed between the Supervisor and the employee prior to signature. Where an employee disagrees with a specific section or an overall rating, Employee has the right to request an informal review by the head of the Department. An informal review shall be held as soon as possible after such request and the employee may elect to have a Shop Steward present during such review.

**Section 13-2:**

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

**Section 13-3: Union Counter Proposal**

For purposes of disciplinary action, no record which is more than two (2) years old may be considered unless the infraction is of the same or similar nature.

**ARTICLE XV**  
**EDUCATION AND TRAINING**

**Section 14-1:**

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

**Section 14-2:**

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

**Section 14-3: In-Service Education.**

Attendance at in-service training, educational workshops and conferences is mandatory. When an employee does not attend such training, he shall be subject to disciplinary action. Exception shall be made based on the following:

- A. Personal illness;
- B. Illness or death of a member of his immediate family;
- C. Vacation; and
- D. Other legitimate reasons.

**Section 14-4:**

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

**Section 14-5:**

If an employee is required to attend a workshop or conference and said attendance causes the employee to work in excess of eight (8) hours in any one day, forty (40) hours in any one week, the employee shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly wage for all hours spent in attendance at the workshop or conference.

**Section 14-6:**

Accurate records of attendance and absences of the workshop or conference shall be maintained. Copies of said records shall be given to the employee(s) concerned, on request.

Section 14-7:

All classes, workshops and conferences shall be scheduled in advance with notice posted on the bulletin boards or given directly to the employee.

Section 14-8:

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

Section 14-9:

- A. The Authority shall post notices of job-related courses for all employees who have the requisite qualifications.
- B. All newly hired officers shall be trained by Supervisor or his/her designee for a period of no less than six (6) weeks before being assigned to a regular tour of duty (shift). Four (4) hours every week shall be set aside for training of all regular officers.
- C. The Authority shall furnish biannual firearms training for all officers. The equipment necessary for such training shall be provided by the Authority. The Authority shall conduct annual seminars or workshops to provide all officers with an update of all relevant changes in the law.

Section 14-10: Tuition Reimbursement Program.

In an effort to encourage employees to further their education in areas of study relating to their field of employ, the Authority will, subject to the availability of funds, establish and maintain a tuition reimbursement program for full-time employees meeting the following criteria:

- A. The course (s) of study to be taken by the employee must relate to the employee's field of employ as exclusively determined by the Authority;
- B. The course (s) must be taken at an accredited educational institution;
- C. If the course is offered at more than one scheduled time, the employee must choose the class schedule which shall least conflict with their employee's regular work schedule. If the employee is unable to obtain a class schedule which does not conflict with his work schedule, the Authority shall release the employee from work without loss of pay for that period of time reasonably necessary to attend the class; provided, however, that said release does not unduly disrupt the Authority's regular scheduling and performance of work;

- D. Employees shall be released from work only after they have received approval of the course from the Authority and have presented evidence of their enrollment in the course to the Authority; and
- E. Upon submission of evidence of enrollment and passing grade of C or better satisfactory completion of the course, the Authority shall reimburse to the employee tuition costs and fees, including books and similar course materials, not to exceed \$500.00 per semester. No Employee shall receive tuition in full, pursuant to this contract, where such tuition has been paid by scholarship or grant. However, if a scholarship or grant does not fully cover the tuition, the Authority shall make up the difference.

Section 14-11: Study Leave Program.

Leave of absence with pay for study may be granted to an employee to improve his knowledge and skills in an appropriate field of study. Such leave shall be subject to the approval of the Authority, subject to availability of funds, and shall not exceed twelve (12) calendar months subject to an extension by the Authority for like period provided that no other employee within the Authority has applied for such leave. Application for study leave shall be submitted by December 15 and notification of grant or denial of the application shall be made by March 1st. unless otherwise authorized by the Authority.

An Employee must state years of service in V.I. Government; period of leave sought; institution where study is to be pursued; plan of study at an accredited institution and goal sought to be achieved. Employee must have at least three (3) years continuing service in the Authority immediately prior to the date of application in order to be eligible.

An Employee granted study leave with pay shall be obliged to submit interim academic progress reports signed by an authorized officer of the institution selected, and a final certificate of satisfactory completion of the study program at an accredited institution. Failure to report satisfactory interim progress or successful completion may be cause for withdrawal of leave status in whole or part.

An employee granted study leave is required to perform at least three (3) years' service with the Authority following termination of such leave. If such employee resigns prior to the expiration of said two (2) year period, the Authority shall offset pro-rata the cost of the year's pay against any cumulative annual leave payment which may become due to the employee and/or issue the employee a payment plan should said cumulative annual leave payment not offset the cost.

Environmental Enforcement Officer/s (EEO) who have not completed the Virgin Islands Police Department Academy peace officer training and lack peace officer status, may be transferred to a different position within the Division of Compliance Management and Environmental Enforcement or another position at VIWMA through mutual agreement.

EEO who have been transferred shall be paid at a rate equal or higher than their past EEO position.

Any and all affected employee(s), covered by this CBA, shall be placed at the correct step, should the employee(s) agree to the transfer.

## **ARTICLE XVI**

### **UNION ACTIVITIES**

#### Section 15-1: Union Representatives and Shop Stewards

For the purpose of administering the provisions this Agreement, the Authority recognizes the rights of the employees within the IAMAW Union, in addition to Union official, be represented by one (1) Shop Steward and one (1) alternate Shop Steward elected by the bargaining unit members in each district. Within thirty (30) days, the Authority shall be notified in writing of the names of the Shop Stewards and the Authority shall not be required to recognize or deal with any other person as the representation of the bargaining unit.

#### Section 15-1: Negotiating Committee.

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

#### Section 15-2: Grievance Committee.

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

- A. They notify their Director or designee, in writing at least twenty-four (24) hours prior to the leave requested, or at the earliest time the employee is aware of such time off requirement.
- B. The Authority is able to properly staff the employee's duties during the time-off period.
- C. Employees in the bargaining unit shall not transact union business while working on shift, which in any way interferes with the operation or normal routine of any division.

#### Section 15-3: Notice to Authority.

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

Section 15-4: Bulletin Boards.

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

Section 15-5: Union Access.

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

Section 15-6: Facilities.

Union members or representatives shall be permitted to use designated facilities on Authority's premises to conduct Union business during non-working hours upon obtaining permission from the Authority.

Section 15-7: Telephones

The Union's Local Lodge shall be permitted the use of telephone by officers and members of the Grievance Committee for the purpose of investigating, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement. This use shall be restricted to local calls only and shall not interfere with the operations of the Authority.

**ARTICLE XVII**  
**LABOR-MANAGEMENT COMMITTEE**

**Section 16-1:**

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

**Section 16-2:**

An equal number of Union and Authority representatives shall attend the scheduled meetings. Union representatives who are also employees shall suffer no loss of pay for time spent in attendance at such meetings held during work time.

**Section 16-3:**

The joint Labor-Management Committee shall have as its purpose and shall give consideration to such matters as: the interpretation and application of rules, regulations and policies; the correction of conditions resulting in grievances and misunderstandings; the encouragement of good human relations in employee-supervisory relationships; the betterment of employee working conditions; the strengthening of employee morale; and the implementation of Equal Employment Opportunity and related matters.

It is expressly agreed that individual grievances shall not be discussed during Committee meetings.



## **ARTICLE XVIII**

### **SAFETY AND HEALTH**

#### **Section 17-1:**

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

#### **Section 17-2: Union Counter Proposal**

Cooling system, lighting system, ventilation system, lavatories and equipment shall be maintained in good working condition, except in instances beyond the control of the Authority. Employees shall be trained in the use of fire extinguishers by an accredited or certified trainer subject to the availability of funds.

#### **Section 17-3:**

First aid facilities shall be provided by the Authority to the extent necessary to provide adequate first aid for all employees. Employees shall be trained in C.P.R. An employee may be allowed time off from his regular duty for CPR Training, subject to the availability of funds.

#### **Section 17-4:**

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

#### **Section 17-5:**

The Authority and the Union mutually agree to abide with applicable provisions of the Occupational Safety and Health Act. (OSHA).

The Authority shall furnish to the Union copies of any reports required by law.

#### **Section 17-6:**

The Authority and the Union shall form a safety committee which shall meet at reasonable times as mutually agreed upon. The Grievance Committee shall represent the Union at such meetings.

Section 17-7:

All employees shall be entitled to time off to attend, on an outpatient basis, on-Island or inpatient basis, off-Island Alcoholism or Drug Addiction Treatment Centers, not to exceed two (2) separate occasions, without loss of pay or other benefits, subject to such reasonable rules and regulations as the Authority, in its discretion, may adopt, regarding time off for attendance, and to assure bonafide attendance for treatment.

An employee who tests positive for illicit drug use for a third time shall be terminated from his employment, without right to appeal.

Section 17-8:

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

## **ARTICLE XIX**

### **PAYROLL STATEMENT**

Section 22-1: Check-Stub Information.

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

Section 22-2: Accrued Year to Date Earnings and Deduction.

At the employee's request, the Authority shall provide each employee with a quarterly itemized payroll statement showing the following: gross earnings, deductions, (FICA, Retirement Contributions, Withholding Tax and Other), net pay, pay period, hours worked and leave used.

Section 22-3:

An employee's individual request for an itemized statement including hours worked, accumulated sick leave and annual leave shall be furnished to the employee within five (5) work days. The employee's request must be made in writing to the appropriate payroll office; the employee shall be limited to two (2) such requests per year unless such requests are made for the purpose of rectifying or correcting the statement of leave.

**ARTICLE XX**  
**COPIES OF AGREEMENT**

The Authority and the Union agree to have the Agreement printed and distributed to all employees and supervisors respectively in the bargaining unit within sixty (60) days of the execution of this Agreement; specifically, the Authority shall distribute the Agreement to its supervisors and the Union shall distribute the agreement to its members It is further agreed that proof copies of the Agreement shall be reviewed and approved by the Authority and the Union prior to final printing.

**ARTICLE XXI**  
**NON-DISCRIMINATION**

Section 24-1:

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

Section 24-2:

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

**ARTICLE XXII**  
**NO STRIKES OR LOCKOUT**

**Section 25-1:**

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

**Section 25-2:**

In the event of a strike or other work stoppage or lockout in violation of section one (1) of this Article, the Authority shall notify the IAMAW Union of any such act by fax or mail at the address shown below \* and shall notify the Local Union by mail or fax. Upon receipt thereof the Union shall instruct the employee engaged in such activity to end such strike or other work stoppage or lockout forthwith.

**Local Representative**

Mervyn Constantine

**Local Address**

P.O. Box 1908  
Frederiksted, St. Croix 00841

Further, the Authority and the IAMAW Union shall have the right to enforce the provisions of Section 1 of this Article in any court of law having appropriate jurisdiction.

**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 shall thereupon be inoperative and the Authority and the Union shall, within ten (10) days thereafter, meet for the purpose of negotiating changes made necessary by applicable laws of regulations. Any cancellations or modifications so required and made shall not invalidate any other provisions of this Agreement.

**ARTICLE XXIV**  
**TOTALITY OF AGREEMENT**

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



**ARTICLE XXV**  
**MISCELLANEOUS PROVISIONS**

Section 28-1: Automation.

When the installation of mechanical or electronic equipment may have an effect on the job status of the employees in the bargaining unit covered by this Agreement, the Authority shall review the matter with the Local Lodge not less than thirty (30) days in advance of the date of such installation.

Should such equipment have an effect on the job status of employees in the bargaining Unit, the Authority shall utilize existing employees where possible, in the operation of said mechanical and electronic equipment and shall provide reasonable training for said employees when necessary.

The provisions of this section shall not be construed as limiting the rights of the Authority under the provisions of Article IV, Management Rights and Responsibilities, of this Agreement.

Section 28-2: Individual Contracts.

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

Section 28-3: Break Time

All employees shall be entitled to one fifteen (15) minute break time in the morning and one fifteen (15) minute break time in the afternoon. Break times may be taken outside the office provided that the employee uses no more than the allotted fifteen (15) minutes. Break times shall not be taken immediately preceding or following the lunch hour unless previously approved by the supervisor.

Section 28-4: Use of Personal Vehicles.

No employee shall be required to use his personal vehicle on Authority business unless compensated. Personnel required to use public transportation of Authority business shall be reimbursed therefor.

Section 28-5: Equipment, Supplies and Uniforms

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

Uniforms

- A. Upon entry into the Department, each officer shall be issued equipment as outlined and listed in the Department's Rules and Regulations.
- B. All officers shall be issued six (6) pairs of slacks, six (6) shirts, one (1) hat with the Authority emblems for the purpose of special assignments. Uniforms and shoes shall be replaced as needed, upon submission of damaged items.
- C. The Authority shall replace when necessary one (1) dress uniform consisting of one (1) hat, one (1) pairs of pants and one (1) a white shirt. The replacement of a uniform is subject to the availability of funds.
- D. The Authority agrees to furnish appropriate bullet proof vests. E. Each enforcement officer shall receive an annual uniform allotment of \$400.00, subject to the availability of the funds
- F. All equipment issued shall be returned to the Authority upon termination of employment for whatever reason. The employee is liable for all shortages and/or damages due to the employee's' negligence.

Section 28-6: Emergency Duty Transportation and Compensation.

In the event that the Governor or his designee proclaims a state of emergency as a result of a natural disaster and an employee is required to report to his duty station while all non-essential employees remain on paid administrative leave from duty.

Section 28-7: Overtime Meal Allowance.

Any employee who is required to work four (4) or more hours past his regular scheduled shift shall be furnished a meal with beverage or meal allowance of \$15.00 at the Authority's expense and discretion on or before his tenth hour of work.

Section 28-8: Rotating Shift.

All employees who are on a regular rotating shift shall not be scheduled to work within sixteen (16) hours of the previous shift; except on the day the shift changes, unless there is an emergency.

Section 28-9: Employee Lounge.

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

Section 28-10: Identification Tags.

Each employee shall be furnished with a suitable identification tag which shall be worn at all times during working hours. Identification tags shall be replaced at a cost to the employee, except in instances where there is normal wear and tear.

Section 28-11: Secured Facility.

A locker or other secured facility shall be provided for each officer at headquarters.

Section 28-12: Statutory Benefits.

In accordance with applicable law, any officer who is injured while acting in his official authorized capacity shall be compensated and entitled to all statutory benefits as though he was performing his regular duties. Such benefits shall include: Workmen's Compensation; Duty Disability; Death Benefits; and Group Health Insurance.

Section 28-13: Vehicle Emergency Equipment.

The Authority agrees to furnish all vehicles with first aid kits and fire extinguishers, flares and other related equipment.

Section 28-14: Patrol Vehicles.

Patrol Vehicles that exceed one hundred thousand (100,000) miles or five (5) years of service whichever one comes first shall be replaced by the Authority, subject to the availability of funds.

Section 28-15: Annual Physical Examination.

When an employee is required by the Authority to take an annual physical examination, the cost, if any, shall be offset by the employee's medical insurance coverage and the balance borne by the Authority. An employee may elect to opt out of taking the physical examination by notifying the Authority in writing.

Section 28-16: Off-Duty Compensation.

An employee, who is required during his off-duty hours to appear in Court or Office of the Attorney General or Office of the U.S. Attorney on behalf of the Authority shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate for the actual number of hours involved; except that compensation shall not be less than two (2) hours in any case.

Section 28-18:

Upon separation from Authority service, each employee covered by this agreement shall return all Authority issued property in his/her possession to the department. Failure to return said property/equipment shall result in the employee being charged the replacement cost.

**ARTICLE XXVI**  
**DURATION AND TERMINATION**

**Section 29-1:**

This Agreement shall become operative at 12:01 a.m. of the first (1st) day of October, 2014 and shall expire at midnight of the thirtieth (30th) day of September, 2017.

**Section 29-2:**

This Agreement shall have no effect and shall be unenforceable unless signed by the Executive Director. Every effort will be made to ensure that all of the required signatures to the CBA are affixed within a reasonable period of time. Any portion of this Agreement requiring legislative action to permit its implementation by providing additional funds therefore, shall not become effective until the Legislature of the Virgin Islands has enacted the appropriate legislation.

**Section 29-3:**


The Authority is fully aware of the social and economic consequences of layoffs. The Authority shall therefore continue to make every effort to improve its fiscal position by all means, including the collection of outstanding accounts receivable, before resorting to layoffs. The Authority also agrees to meet and discuss with the Union any such plans prior to implementation.

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

GOVERNMENT OF THE VIRGIN ISLANDS

IAMAWAFL-CIO, CLC

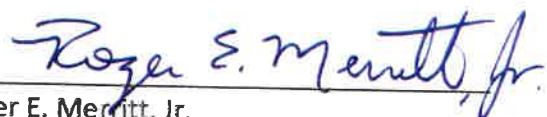
By:   
Natalie Nelson Tang How, Esq.  
Chief Negotiator

By:   
Almazan Javier  
Grand Lodge Representative

August 24, 2017  
Date:

July 18, 2017  
Date:

APPROVED:

By:   
Roger E. Merritt, Jr.  
Executive Director  
V.I. Waste Management Authority

8/25/17  
Date: