

**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**V.I. POLICE DEPARTMENT  
(VIPD)**

**DIVISION OF JUVENILE JUSTICE YOUTH REHABILITATION  
CENTER  
(YRC)**

**VIRGIN ISLANDS DEPARTMENT OF JUSTICE  
BUREAU OF CORRECTIONS  
(BOC)**

**of the**

**GOVERNMENT OF THE VIRGIN ISLANDS  
(GVI)**

**and the**

**LAW ENFORCEMENT SUPERVISOR'S UNION  
(LESU)**

**EFFECTIVE DATE: October 1, 2018  
EXPIRATION DATE: September 30, 2022**

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**PREAMBLE**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of October, 2018, by and between the **V.I. POLICE DEPARTMENT, (“VIPD”) BUREAU OF CORRECTIONS, (“BOC”) DEPARTMENT OF HUMAN SERVICES, DIVISION OF JUVENILE JUSTICE YOUTH REHABILITATION CENTER, (“YRC”) GOVERNMENT OF THE VIRGIN ISLANDS**, hereinafter referred to as the "Employer" and the **LAW ENFORCEMENT SUPERVISOR'S UNION Locals 118 and 119** hereinafter referred to as the "UNION".

It is the purpose of this Agreement to achieve and maintain harmonious relations by, between and among the Employer, the employees covered by this agreement and the Union, and to provide for equitable and peaceful adjustment of differences which may arise.

In consideration of the mutual covenants, conditions and agreements hereinafter contained, the parties hereto mutually agree as follows: Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective October 1, 2018 to September 30, 2022.

**ARTICLE I**  
**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees covered by this Agreement (hereinafter referred to as Employees), including Police Sergeants, Lieutenants, and Captains employed by the Virgin Islands Police Department and all Correction Supervisors of the Bureau of Corrections and Department of Human Services- Division of Juvenile Justice, Youth Rehabilitation Center, but excluding all other Employees.

**Law Enforcement Supervisor's Union**  
**St. Thomas/St. John Chapter**  
**Local 118**  
**P.O. Box 12207**  
**St. Thomas, U.S.V.I. 00801**

**Law Enforcement Supervisor's Union**  
**St. Croix Chapter**  
**Local 119**  
**P. O. Box 1658; Kingshill**  
**St. Croix, U.S.V.I. 00851**

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

**Section 2.1: Union Membership**

The Employer recognizes the rights of any Employee in the bargaining unit to become a member, and will not encourage, discourage, discriminate or in any way interfere with the right of any such Employee to become and remain a member of the bargaining unit in good standing.

**Section 2.2: Union Dues**

The Employer agrees to the establishment and maintenance of a check-off procedure, whereby the Employer, through the Department of Finance, shall make bi-weekly payroll deductions of regular periodic bargaining unit dues. These deductions shall be based on an Employee's written authorization to do so, submitted by the Employer and/or the bargaining unit. Deductions shall commence with respect to dues for the month in which the Employer and/or the bargaining unit receives the Employee's written authorization. The Employer shall transmit through the Department of Finance, all sums deducted by check, bi-weekly, to the bargaining unit.

**Section 2.3: Agency Shop Dues**

An Employee who is not a member of the bargaining unit at the time this Agreement becomes effective shall pay to the bargaining unit within forty-five (45) days following the effective date of this Agreement, or within forty (45) days following the effective date of hire, whichever is later, 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. Such payments shall be transmitted to the bargaining unit in accordance with the check-off procedure set forth in § 2.2 hereof.

**ARTICLE III**  
**LEAVE AND BENEFITS**

**Section 3.1: Holidays**

All days specifically designated in Title I, Virgin Islands Code, § 171, and such other days as the President of the United States or the Governor of the Virgin Islands may proclaim, shall be recognized as legal holidays and shall be deemed paid holidays for employees covered by this Agreement. However, employees whose employment on a Sunday on a regular or rotating shift of duty basis is necessary in the public interest shall not be entitled to holiday pay on a Sunday, in accordance with Title 3 V.I.C. § 560(e).

**Section 3.2: Annual Leave**

Annual leave shall be granted as set forth in Title 3 V.I.C. §§ 581(e), 582, 587, 588, and 589.

**Section 3.3: Sick Leave**

Sick leave shall be granted as set forth in Title 3 V.I.C. § 583 as it appears now or may be amended from time to time during the life of this Agreement.

Up to thirty (30) days sick leave may be advanced upon approval by the Commissioner of the Virgin Islands Police Department, when an employee reports a serious disability or ailment that affects performance of job duties. The employee must deliver medical documentation from a specialist and/or certified treating physician who treats that disability or ailment and that medical documentation must be submitted to the human resources department for consideration under this sub-section, and if insufficient, Human Resources department will notify employee to provide additional medical documentation.

**Section 3.4: Trauma Treatment**

The Employer shall provide for professional treatment for an Employee involved in a job related traumatic incident as may be deemed necessary.

**Section 3.6: Military Leave**

An Employee covered by this Agreement who is a member of an active reserve unit of any branch of the armed services shall be entitled to the benefits set forth in Title III, V.I.C., § 590 and Title XXIII, § 1524.

### **Section 3.7: Perfect Attendance Leave**

Each Employee who did not use any sick leave or was not absent without official leave for a period of one year from the effective date of this Agreement and any anniversary thereof, shall be granted five (5) perfect attendance incentive days with pay. The five (5) days will be taken at the discretion of the Employee, subject to the approval of the Department, provided it is utilized within a twelve (12) month period.

### **Section 3.8: 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. Any accommodation for such employee will not expose her to the public. 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.
- c. Any covered Employee, upon presentation of a physician's certificate confirming an injury or illness and the need for additional care by the covered Employee of a spouse, child, newborn, parent, newly adopted child, or legal ward, shall be granted up to 12 weeks per calendar year the use of his or her annual leave, sick leave in-lieu of unpaid leave. Upon proof of extenuating circumstances, the Agency Head of VIPD, DHS-YRC, BOC or Designee may extend the leave time, within his/her discretion.
- d. Any Employee returning from maternity leave or from an injury or illness shall provide from his/her physician a certificate of fitness for duty.
- e. If requested, each area of assignment shall provide a private and adequate space with refrigerated storage for an employee to pump breast milk

**Section 3.9: Leaves of Absence**

- A. An Employee, for good cause, shall be granted leave of absence without pay and without loss of seniority or other employment benefits, provided that such leaves of absence does not unduly disrupt the operations of the Employer.
- B. Such leaves of absence shall be for a limited time, not to exceed thirty (30) days, unless such period is enlarged or extended at the request of the Employee, subject to approval by the Employer not to exceed one (1) year.
- C. Only an Employee who provides advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) working days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within reasonable discretion of the Employer.

**Section 3.10: Emergency Leave**

Emergency leave will be granted in cases where timing and circumstances prevent the employee utilizing the leave process. Emergency leave shall be deducted from the employee's sick or annual leave depending upon the circumstances. The employee shall notify the employer of the request for emergency leave and Employer will document "emergency leave" next to the employee's name in the proper personnel records. Employee shall notify the Employer by telephone or in person of the emergency on the day of the emergency or no later than 8:30 a.m. on the following day. Employee must provide documentation verifying the emergency to the immediate supervisor no later than the day after the emergency.

Emergency leave will be granted in the following cases:

- A. Sudden illness or death of a child or other member of the Employee's household or immediate family for whom the Employee has direct responsibility; or
- B. Disruption of the Employee's household by theft or fire; or
- C. Act of God; or
- D. Accident.



**Section 3.11: Duty-Connected Disability**

- A. Disability compensation shall be awarded in accordance with the provision of Title III, Virgin Islands Code, § 584 a (a-d) and the V.I. Workmen's Compensation laws.
- B. If at the end of six (6) months from the onset of the disability, the Officer/Employee has not returned to duty, respective Employer or Designee shall refer the Officer/Employee to the Physician of the Employer's choosing to undergo a complete examination, in consultation with the Officer/Employee's attending physician, to determine his/her physical and mental ability to perform the duties of a Police Supervisor/Youth Correctional Supervisor/Bureau of Corrections Supervisor. Based upon the recommendation of the Physician, and upon a Hearing, the Agency Head or Designee shall make a determination of the Officer/Employee's future employment status with the Employer.
- C. All members of this bargaining unit shall be entitled to the privileges and benefits pursuant to the Americans with Disability Act, (ADA) and amendments thereto.

**Section 3.12: Miscellaneous Benefits**

Other benefits shall be as set forth in Title III, Virgin Islands Code, § 641-645, as amended.

**Section 3.13: Career Incentive Program**

The provisions of Title III, Chapter 25, § 570, as amended, V.I.C. "Career Incentive Program" is incorporated herein by reference.

**Section 3.14: Burial Expense Benefits**

- A. In accordance with Title III, § 712, V.I. C. (Act 4558) burial expense benefits shall be provided as set forth, and is incorporated herein by reference.
- B. In the event that an Employee is killed in the line of duty, all burial expenses shall be incurred by the Employer.

**Section 3.15: Parking Facilities**

The Employer shall make every effort to provide reasonable parking facilities within the immediate confines of zones, precincts, and headquarters for the personal use of VIPD, BOC or YRC personnel on duty. The Employer will provide parking or pay for parking fees.

**Section 3.16: Family Medical Leave Act**

All employees are entitled to coverage pursuant to the Family and Medical Leave Act (FMLA) of 1993; Public Law 103-3 published February 5, 1993 and any subsequent amendments.

**Section 3:17: Injury**

Any Employee covered by this Agreement that is injured while on duty or while performing duties when off duty, in good faith, except if the action arises from other employment, shall be eligible for Workmen's Compensation in accordance with applicable law.

**Section 3:18: Insurance**

Health insurance shall be provided to the Employee as set forth in Title III, Virgin Islands Code, 631-640,

**ARTICLE IV**  
**SENIORITY AND LAY-OFF**

**Section 4.1: Seniority Defined**

Seniority is defined as an Employee's length of service within the rank or grade from his/her date of appointment to that rank or grade. In the event more than one Officer/Employee has the same date of rank or grade, seniority shall be determined by length of service in the respective Agency. In the event that two or more Employees have the same date of entry and promotion in the respective Agency, determination of seniority will be determined based on the Employee's entrance examination score and then alphabetically.

**Section 4.2: Probationary Employees**

All permanent positions titles covered by this Agreement during the first year of employment with Employer is probationary. Said one year period shall be referred to in this Agreement as the Probationary Period. A probationary Employee shall have no seniority rights and may be demoted by the Employer for just cause. Demotion of a probationary Employee shall be to the next lower classified or assigned rank. Upon successful completion of the probationary period, the Employee shall accrue seniority retroactive to date of appointment.

**Section 4.3: Applicability of Seniority**

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

"Seniority" for the purposes of annual leave accrual shall be computed on the basis of total length of continuous service with the Department. Such seniority shall hereinafter be defined as "Departmental Seniority," based on actual hours worked.

**Section 4.4: Termination of Seniority**

An Employee shall lose all seniority due to:

- A. Voluntarily resignation or retirement;
- B. Discharge or demotion for cause and not reinstated;
- C. Absence exceeding the period for which a legitimate leave of absence has been granted, without excuse;
- D. Fraudulently obtains a leave of absence; or
- E. Does not return to duty for one full calendar year.

#### **Section 4.5: Seniority List**

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

#### **Section 4.6: Annual Leave Schedule**

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

#### **Section 4.7:**

For the purposes of economic lay-off, recall and bumping, service seniority shall govern, except where otherwise provided. For the purposes of transfers for the convenience of the Agency, job classification seniority shall govern, except where otherwise provided.

#### **Section 4.8: Reduction in Work Force**

##### **A. Procedure**

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

1. Temporary, part-time and probationary Employees in the affected job classifications 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 (or classifications) shall be laid off in reverse order. If job classification seniority is equal between Employees, service seniority shall govern in accordance with §4.1 of this Agreement.

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 the duties of which the senior employee is able to perform properly without additional training by Employer.
4. An Employee who elects to bump under §4.8 (a) (3) of this Article shall be paid at the rate of the job classification to which Employee elects to bump.
5. An Employee who elects to bump shall have the same rights as though he/she was initially displaced in the lay-off except as otherwise provided.
6. For the purposes of this section, an Employee promoted to a new classification shall retain his/her classification seniority in the old classification until he/she is permanently assigned to a new classification.

**B. Notification of Lay-Off**

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

**C. Recall from Lay-Off**

1. An Employee shall be recalled from lay-off in the reverse order in which he/she was laid off, provided he/she has the ability to do the required work without additional training by Employer.
2. An Employee shall be notified of recall by certified mail, return receipt requested, to the Employee's last known address as provided to Employer by Employee. Simultaneously, a copy of said notification shall be provided to the division shop steward and sent to the Union at the address set out in Article 1 herein. Any Employee who fails to notify the Employer within ten (10) working days after receipt of the above recall letter of his/her intention to return to work within twenty (20) working days of receipt of the recall letter shall be considered terminated.

**ARTICLE V**  
**DISCIPLINARY PROCEDURES**

**Section 5.1:**

The Employer herein agrees that all disciplinary procedures shall be promulgated in accordance with the law except as modified by this Agreement.

**Section 5.2:**

The employee under internal investigation shall have present during the period of interrogation a duly designated representative.

- A. The representative shall be excused for a sufficient period of time necessary to assist the employee who had requested his presence. The employee shall be given a reasonable opportunity to notify such duly designated representative, but the period of interrogation shall not be delayed for more than three (3) consecutive hours because such duly designated representative is unable to be present.
  
- B. Such duly designated representative having the right to be present during the period of interrogation shall be permitted to interrupt the interrogation for the purpose of advising and/or conferring with the employee concerned.

**Section 5.3:**

- A. For conduct of a non-criminal nature, there shall be a fifty (50) day statute of limitations for the Department/Bureau to institute disciplinary action against any employee covered by this Agreement. The institution of an action shall be considered the serving of charges and specification upon the employee or the president of the Union or his designee. This fifty day period shall commence from the date the alleged violation was committed or becomes or should have become known to the Department/Bureau provided that no disciplinary action shall be instituted after ninety (90) days following the alleged infraction. A determination as to the guilt or innocence and punishment, if any, shall be made within fifteen (15) days after the hearing is concluded.
  
- B. For conduct of a criminal nature, charges cannot be instituted more than fifty (50) days after the conclusion of any criminal case arising out of the conduct.
  
- C. Section "B" of this provision shall not be used to re-institute charges brought under section (A).

D. Members under internal investigation who are relieved of their duties shall be placed on administrative leave or administrative duty with pay pending final disposition of the disciplinary action provided the charges are not criminal.

E. Any disposition of a disciplinary action made by the Chief of Police/Warden/Director of Human Resources can be appealed within ten working days to the Commissioner of Police/Director of Corrections/Commissioner of Human Services. Upon receiving the appeal, the Police Commissioner/Director of Corrections/or Commissioner of Human Services shall hold a hearing within ten working days; where testimony and evidence will be presented. The Hearing Officer shall render a decision on the appeal to the Union within ten (10) working days of the close of the Hearing.

**Section 5.4:**

Complaints and/or disciplinary charges of which an employee is found not at fault by an administrative or arbitration proceeding shall be expunged from the employee's personnel file.

**Section 5.5:**

The Police or Human Services Commissioner or Director of the Bureau of Corrections, in his discretion, may grant the request of an officer to forfeit annual leave time or holidays in lieu of a suspension without pay.

**Section 5.6:**

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

**ARTICLE VI**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 6:1**

For the purpose of the Agreement, a grievance is defined as a complaint, dispute or controversy or issue between the parties relating to the interpretation, application or performance of or under this Agreement.

**Section 6:1 A**

The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety. All recommendations of the Union shall be in writing to the Employer. The Union shall be notified by the Employer, in writing, as to any action taken on any such recommendations within a reasonable time.

**Section 6.2:**

The Union shall be represented in the grievance procedure by a Union official. The Union will make known the name of the Union official to the Employer in writing. The Union official shall be empowered to process grievances through all levels of the procedures herein set forth free from interference, coercion, restraint, discrimination or reprisal.

**Section 6.3:**

An aggrieved person may withdraw further consideration of his/her grievance at any level of the procedure. The Union may pursue a grievance should an individual "aggrieved person" withdraw.

**STEPS IN THE GRIEVANCE PROCEDURE**

**Section 6.4: Level One**

- A. A Grievant shall within five (5) working days of the occurrence at issue or the Grievant's awareness of the facts involving the grievance, first reduce the grievance to writing and present it to the Deputy Chief of Police/Assistant Warden/Administrator or their designee. Within five (5) working days of receipt of written notice the Deputy Chief of Police or designee shall review the matter with the grievant and then issue a written decision to the grievant within five (5) days following the review of the level one grievance.



- B. If the grievant is a zone commander, bureau head, etc. he shall first orally discuss the grievance with his immediate supervisor.

**Section 6.5: Level Two**

An employee may, no later than ten (10) working days of the occurrence at issue or the grievant's awareness of the facts involving the grievance, submit the matter in writing to the Chief of Police(VIPD), the Warden (BOC), the Superintendent (YRC) and the LESU. The grievance shall set forth the facts and/or circumstances of the alleged grievance, the section of the Agreement alleged to have been violated, and the relief sought. The Chief of Police (VIPD) or Warden (BOC) or Superintendent (YRC) shall, within ten (10) working days, grant the employee a hearing to discuss fully the matter; and shall, within ten (10) working days after the matter has been fully heard, make a determination and notify the employee and the LESU, unless the matter is outside the scope of the Chief of Police or Warden's (BOC) or Superintendent's (YRC) jurisdiction. In this latter scenario and in his discretion and without hearing, ~~he~~ shall so notify the LESU and/or the employee, in writing, within ten (10) working days of the receipt of the grievance. For purposes of this section, "Chief, Warden, or Superintendent shall include anyone serving in capacity at the time of the processing of the grievance.

**Section 6.6: Level Three**

If the grievance is not settled at Level Two, the grievant or the Union may appeal within five (5) working days to the Police Commissioner/BOC Director/Human Services Commissioner. The Commissioner/Director may, at sole discretion confine consideration of the matter to a review of the decision of the Chief of Police/Warden/YRC Superintendent or receive further evidence, orally or in writing (provided that if no hearing was held at Level Two, the Commissioner/Director shall hold a hearing), and he shall issue decision in writing to the grievant and the Union within five (5) working days of the conclusion of the hearing.

**Section 6.7: Demand for Arbitration and Selection of Arbitrator**

If the grievance is not settled at Level Three, within fifteen (15) working days after receipt of the Employer's final answer, the Union may present the Office of Collective Bargaining (OCB) with a written demand for Arbitration signed by the Union Representative or his/hcr Designcc. At least thirty (30) days prior to the scheduling of arbitration, both Parties may mutually agree the matter be submitted before a mediator. Upon mutual agreement by the Parties to mediate, the Parties may request a stay of the Arbitration proceeding for a period not to exceed ninety (90) days. Discovery being essential to dispute resolution management and Union will confer and engage in the exchange of relevant, non-privileged documentary and

testimonial evidence as per the arbitrator's scheduling order and if none, as mutually agreed upon by the parties. When a demand for Arbitration has been presented, the Parties shall informally attempt to select an impartial arbitrator. Either Party may request the Public Employees Relations Board (PERB) of the Government of the Virgin Islands to supply both parties with a panel of five (5) impartial arbitrators. If the Parties do not agree to allow PERB to provide a list of arbitrators, then either Party may request the Federal Mediation and Conciliation Service to provide them with a panel of five (5) impartial arbitrators. Either Party within five (5) working days of receipt of the list shall have the right to reject one entire list and request the submission of another panel. Thereafter, the Union shall make the first strike of a name and the Department shall then strike a name, until the name of the person last appearing on the list shall be designated as the arbitrator and his appointment shall be binding on both Parties.

A. The Employer shall, within 120 days of promotion, provide all newly promoted sergeants/supervisors at least twenty (20) hours of supervisory training.

**Section 6.8:**

The Arbitrator shall not have the authority to add to, subtract from or modify the written provisions of this Agreement.

**Section 6.9:**

The Arbitrator shall commence the hearing at a time mutually agreed upon by the parties after his/her selection. Not later than thirty (30) days after the hearing, the Arbitrator shall deliver the hearings and award to the Employer, the Union and to the PERB.

**Section 6.10:**

The Arbitrator's award rendered with the limitation of section 6.8 (Authority of the Arbitrator) above, shall be final and binding on the aggrieved Employee or Employees, the Union and the Employer, and enforceable in any court of competent jurisdiction. The award shall be in writing; it shall contain at least a statement of the issues, a statement and appraisal of the important arguments of both sides, a factual summary, a summary of the conclusions and the reasoning or rationale in support of the conclusions.

**Section 6.11: Arbitration Expense**

Expenses and fees of the Arbitrator shall be equally divided between the Union and the Employer.

**Section 6.12: Time Limits**

- A. 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 right of a party to assert before the Arbitrator that the grievance was untimely at an earlier step, of that issue has been asserted at an earlier step.
  
- B. If the LESU fails to process a grievance to the next step within the limits provided, notwithstanding any prior agreements to the contrary, the grievance shall be considered disposed of on the last answer of the Employer. If the Employer fails to provide its answer to a grievance within the time limits provided, the grievance shall be considered adjusted as sought by the employee and/or the LESU's Representative and shall be binding and enforced against the Employer, unless the remedy requested is that of a promotion, or is contrary to applicable law or the parties' collective bargaining agreement. In these latter cases, there shall be no automatic adjustment of grievances, and if and when the Employer fails to respond, the LESU shall have the right to demand arbitration within the fifteen (15) days of the last date in which the Employer failed to timely respond.

**Section 6.13: Definition of Working Day**

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

**Section 6.14: Discharge Grievances**

- A. If the aggrieved Employee or Union requests, the Employer shall promptly advise the Union's Shop Steward of discharged action taken and the aggrieved Employee and the Shop Steward from the appropriate island will be allowed a reasonable time to discuss the discharge with the representative, prior to leaving the Employer's facility.
  
- B. Should several grievances be pending at the same time, those concerning discharge, lay-off, demotion or disciplinary action shall be given priority for arbitration, in that order.

**Section 6.15: Stipulated Facts**

In the event that the parties are in agreement as to all the facts bearing upon a grievance, they may submit the grievance to the arbitrator by a written stipulation of fact and they may agree to waive a formal hearing. Any waiver of hearing shall be in writing, executed by the parties hereto.

**Section 6.16: Failure to Attend Hearing**

The failure, refusal or neglect of any party to attend an arbitration hearing as scheduled by the Arbitrator without good cause shall not delay said arbitration and the Arbitrator is hereby authorized to proceed to take evidence and to issue an award as though such party were present.

**Section 6.17: Exclusive Remedy**

The foregoing procedures of the Article shall be the exclusive means of settlement of all grievances arising under this Agreement.

**ARTICLE VII**  
**SAFETY**

**Section 7.1:**

- A. The Employer shall have the responsibility to provide equipment in a safe operating condition when furnished by for use by Employees in the performance of their assigned duties. The Employees shall handle and operate such equipment with due care.
  
- B. In the event the Employee shall claim that the equipment furnished by the Employer is unsafe for use in the performance of his/her assigned duties, the Employee shall be required to report the alleged equipment defect to the attention of his/her immediate Supervisor or Shift Commander.
  
- C. If the reported complaint is not satisfactorily resolved by the immediate Supervisor or Shift Commander, the Employee may exercise his/her right of direct recourse to the grievance procedure as provided for by this Agreement.

**Section: 7.2:**

Employees of the VIPD who are assigned to the motorcycle or mounted patrol shall be furnished safety helmets and related equipment. Those employed at DHS-YRC or BOC shall have bullet proof vests made available to them when transporting prison inmates or detainees, or when performing duties outside of the correctional facility.

Bullet proof vests that meet National Institute of Justice (NIJ) standards or a minimum threat level III shall be provided to all Employees of the VIPD covered by this Agreement. Shank proof vests shall be provided to all covered employees of the BOC and DHS-YRC. These vests shall be replaced in accordance with the manufacturer's recommendations or if they become unserviceable.

The Employer shall make available disposable gloves, CPR isolation masks, raincoats, rubber boots, and air filtration masks.

Any safety gear lost or destroyed by the gross negligence, willful mistreatment, or failure to maintain (other than normal wear and tear) by any Employee shall be replaced at the Employee's expense.

**Section 7.3:**

The Employer shall provide and maintain for each Employee covered by this Agreement a functional radio with battery and charger while on duty.

**Section 7.4:**

All commands and other places of assignment shall have adequate water and sanitary facilities. The Union shall give notice to the Employer of any failure to maintain these conditions. Within five (5) working days of such notice, the Employer shall institute corrective measures. If the corrective measures instituted are temporary in nature, the Employer shall immediately notify the union in writing of the projected date for completion of the final repairs. If temporary corrective measures cannot be instituted, the Employees assigned to the affected area shall be relocated until repairs are made or other necessary action is taken.

**Section 7.5:**

The Employer agrees to furnish all vehicles with first aid kits, fire extinguishers, air conditioners and other related equipment for the safety of the assigned Employees and the community.

**Section 7.6:**

A vehicle shall be replaced if it has accumulated eighty thousand (80,000) miles or (3.5) years service, whichever occurs first.

**Section 7.7:**

Vehicle tires shall be in conformity with the manufacturer's suggested recommendation(s).

**Section 7.8:**

The Employer agrees to provide a work environment consistent with the provisions of The Occupation Safety and Health Administration (OSHA). If the Employer is cited for a violation prejudicial to the health or safety of an Employee(s) and it is not remedied as provided by law, such Employee(s) affected shall be removed from the place so cited.

**Section 7.9:**

Lockers shall be provided at each zone, station or other place of assignment for the storage of the Employee's personal effects while on duty, and they shall be replaced or repaired when necessary, "subject to the availability of funds."

**Section 7.10:**

All equipment issued to an Employee shall be returned to the Employer upon termination, suspension, or a more than thirty (30) day leave period of employment for whatever reason. Any equipment lost or destroyed by the gross negligence, willful mistreatment or failure to maintain (other than normal wear and tear) shall be replaced at Employee's expense.

**ARTICLE VIII**  
**MANAGEMENT PREROGATIVES**

**Section 8.1:**

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

- A. Directing and supervising the Employees of this Union;
- B. Determining qualification and standards for hiring and the content of examinations therefore;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging employees, subject to the provisions of this Agreement;
- D. Maintaining efficiency of operations;
- E. Determining methods means and personnel by which the Employer's operations are to be conducted;
- F. Taking such actions as may be necessary to carry out the mission of the Public Employer in times of emergency;
- G. Any departmental or managerial function limited by the terms of this Agreement is reserved to the Employer.

**Section 8.2:**

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

**Section 8.3:**

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. No rule or regulation shall be made retroactive to a date prior to the date of adoption of said rule or regulation.



**Section 8.4**

- A. Any practice or custom followed as a matter of Employer policy and which is in existence as of the date of the execution of this Agreement, shall continue during the term of this Agreement, provided that it is not inconsistent with any other provision of this Agreement.
  
- B. The Employer reserves the right to adopt and enforce reasonable work rules and regulations that amend, revise or supersede any past practice or policy followed by the Employer, except as provided in this Agreement or unless inconsistent with this Agreement.

**ARTICLE IX**  
**NON-DISCRIMINATION**

**Section 9.1: Non-Discrimination**

The Employer and the Union agree that the provisions of this Agreement shall be equally applied to all Employees covered by this Agreement without regard to race, national origin, political beliefs, sex, marital status, age, union membership, or activity undertaken on behalf of the Union.

**Section 9.2: Gender**

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

**ARTICLE X**  
**NO STRIKES OR LOCKOUTS**

Employees covered by this Agreement shall not strike pursuant to Chapter 14, Title 24 VIC, Sections, 371, 375 (C) and any other applicable provisions of the VI Code, pertaining there to.

**ARTICLE XI**  
**UNION REP & SHOP STEWARDS ACTIVITIES**

**Section 11.1: Shop Stewards**

The Employer shall recognize no more than nine (9) Shop Stewards, four (4) on St. Thomas, one (1) on St. John, and four (4) on St. Croix, designated by the Union for the purpose of participation in contract negotiations, and investigation, adjustment and disposal of grievances. The Shop Stewards shall suffer no loss of pay for work time spent in these activities. The Union also designate alternative Shop Stewards who shall function only in the absence of the designated Shop Stewards.

**Section 11.2: Notice to Employer**

The Union shall inform the Employer in writing of the names of the Shop Stewards, Union Officers and other designated Union representatives within ten (10) working days after this Agreement is executed.

**Section 11.3: Bulletin Boards**

The Employer shall provide adequate bulletin board space for the Union's use in areas conveniently accessible to the Employees. All Union notices shall be signed by a representative of the Union.

**Section 11.4: Access**

Officers and representatives of the Union and its affiliate 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 purposes of investigating, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement. Union representatives shall comply with all applicable Employer safety rules.

**Section 11.5: Telephone**

The use of a telephone shall be permitted to Shop Stewards for the purpose of investigating, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement, so long as such use does not unduly interfere with the business of Employer. No long distance calls may be made without the express authorization of the Employer.

**Section 11.6:**

- A. The negotiating committee shall be allowed administrative leave to participate in contract negotiations with the Employer, provided however, such leave shall be granted to five (5) members, from each Local.
- B. The Shop Steward, or in his absence, the case agent or president of the LESU, shall be granted reasonable administrative leave to participate in the adjustment of grievances, disciplinary hearings and/or arbitration, provided that no more than one individual shall be granted leave, to participate in the adjustment of grievances and/or attendance at disciplinary hearings at any one time.
- C. An Authorized Representative of the Union may be granted administrative leave for the purpose of appearing before any legislative, executive and/or judicial body, including the Office of Police Commissioner, on behalf of the Association and/or the Police Department.
- D. The Employer shall recognize no more than five (5) shop stewards, five (5) on St. Croix, five (5) on St. Thomas / St. John, designated by the Union.
- E. The Union shall inform the Employer and the Office of Collective Bargaining in writing, of the name(s) of all Union Officers, Board Members, Legal Designee, Shop Stewards and Alternate Shop Stewards.

**Section 11.7:**

Two (2) representatives per Local desiring time off to conduct Union Business may, under the discretion of the Agency Head or Designee as next in command, be granted administrative leave with pay for such purpose. Such permission shall not be unreasonably withheld. One (1) representative of the Police Department, one (1) representative of the Bureau of Corrections and one (1) representative of Human Services – Division of Juvenile Justice Youth Re.

**Section 11.8:**

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

**ARTICLE XII**  
**WORK WEEK SCHEDULE**

**Section 12.1:**

- A. The standard payroll period shall begin at 12:01 Sunday and end at 12:00 midnight on the second consecutive Saturday. All Employees covered by this Agreement shall be granted four (4) days *off* within the payroll period, at least two (2) of which shall be consecutive when operations are conducted under an eight (8) hour day schedule and six (6) days off during the same period, three (3) days of which must be consecutive, when operations are conducted under a ten (10) hour day.
  
- B. Any Employee covered by this Agreement who attends school or college of higher learning, upon proof of registration and who requests, may be granted days off to coincide with his/her class schedule. Such arrangement shall not be considered a violation of Article XII, § 12.1 herein, which provides for two or three consecutive days off during a standard payroll period. The number of Employees granted such privilege will be at the discretion of the Agency Head or Designee as next in command.
  
- C. Any Employee who is covered by this Agreement and is required to work more than five (5) consecutive days, on an eight (8) hour schedule; and more than four (4) consecutive days on a ten (10) hour day schedule, shall be compensated in accordance with the applicable provisions of Article XIV herein. An Employee shall not be required to work more than seven (7) consecutive work days except for stated or unexpected emergency situations.

**Section 12.2:**

For the purpose of this Agreement, an emergency is defined as any unanticipated combination of circumstances or the resulting state that calls for immediate action.

**Section 12.3**

It is agreed that the following holidays shall not be reduced during the life of this Agreement, except by Legislation or Executive Order.

January	1	New Year's Day
January	6	Three Kings Day
January	15	Martin Luther King's Birthday
Third Monday in February		President's Day
March	31	Transfer Day Holy Thursday Good Friday Easter Monday Memorial Day
Last Monday in May		
July	3	Emancipation Day-Danish West Indies Emancipation
July	4	Independence Day
First Monday in September		Labor Day
Second Monday in October		Columbus Day/Puerto Rico Friendship Day
November	1	Liberty Day
November	11	Veterans Day
Fourth Thursday in November		Thanksgiving Day
December	25	Christmas Day
December	26	Christmas Second Day

**ARTICLE XIII**  
**MEAL PERIOD**

An employee shall be entitled to a meal period of no more than forty-five (45) minutes during his eight (8) hour work shift, and seventy-five (75) minutes during a ten (10) hour work shift. Meal periods will be scheduled to comport with the demands of the Department's/Bureau's operations.



**ARTICLE XIV**  
**OVERTIME**

**Section 14. 1:**

An Employee shall be compensated in monetary form at the rate of one and one-half (1½) times his regular hourly base wage rate for actual time worked;

- A. In excess of eight (8) hours in one day, if on an eight hour day schedule; or
- B. In excess of ten (10) hours in one day if on a ten (10) hour day schedule; or
- C. In excess of forty (40) hours in a week.
- D. Two times his regular hourly base wage rate of pay for actual time worked in excess of forty-eight (48) hours until the Employee receives two (2) consecutive days off.

**Section 14.2:**

As currently Amended:

An Employee who is required to work on a holiday shall receive as compensation his regular daily pay, plus an amount equal to his regular base rate for all authorized work performed on the holiday; Sunday on a regular or rotating shift of duty basis is necessary in the public interest, including an Employee in a public institution such as a government hospital or an institution for the aged, or an Employee engaged in work relating to the public safety, health, or fire prevention, such employment on a Sunday shall not be deemed provided for in this Section. Amended Feb. 27, 1962, No. 819, § 4, Sess. L. 1962, p. 52; March 14, 1967, No. 1878, §1, Sess. L. 1967, p.45; July 18, 1968, No. 2313 § 1, Sess. L. 1968, Pt. II, p. 275; Aug. 12, 1971, No.3110, Sess. L. 1971, p. 335; July 30, 1976. No. 3854, Sess. L. 1976, p.164; June 10, 1981, No. 4559, Sess. L. 1981, p. 55.

**Section 14.3:**

- A. An Employee called back to duty shall be compensated at the rate of one and one-half (1 ½) times his regular hourly base wage rate or the applicable rates set forth in this Article.
- B. An Employee called back to duty shall receive call-back pay for a period of not less than three (3) hours duration.
- C. If an Employee has incurred transportation expense for a scheduled leave and is recalled to duty and/or leave was cancelled by the Employer, Employer shall reimburse the employee for travel expenses incurred, provided receipts are submitted for non-reimbursable expenses. An Employee who is recalled from

vacation shall have the option of continuing such vacation after the event which created the recall has been concluded or is excused by the Employer from such recall, whichever occurs first.

**Section 14.4: Night Differential Pay**

- A. An Employee called back to duty shall be compensated at the rate of one and one-half (1 ½) times his regular hourly base wage rate or the applicable rates set forth in this Article.
- B. All Employees covered by this Agreement shall be entitled to night differential pay in accordance with Title 3 V.I.C. Section 559(c), as may be amended for time to time during the life of this Agreement.
- C. Night differential pay shall be paid for actual hours worked in addition to any other compensation as set forth in this Article.

**Section 14.5: Terminal Pay**

Upon termination of service, an Employee shall be entitled to such payments as are prescribed by law.

**Section 14.6: Territorial State of Emergency**

Whenever the Governor proclaims a Territorial State of Emergency, as a result of a natural disaster, and non-essential employees are provided administrative leave, all members of the bargaining unit who are required to report for duty shall be compensated at a rate of two (2) times his/her hourly rate of pay throughout the period of emergency when normal Government operations are interrupted and shall be entitled to one meal per shift provided by the Department.

**Section 14.7: Off Island Incentive**

Employee assigned to another island for the convenience of the Employer, for a minimum of one (1) year, shall receive an annual stipend of \$500.00 for as long as such assignment continues during the life of this Agreement.

**ARTICLE XV**  
**OFF-DUTY COURT APPEARANCE**

An Employee required to appear in court or otherwise attend at the Attorney General's or U.S. Attorney's office on behalf of the Government during off-duty hours, shall be compensated at the rate of one and one-half (1 ½) times Employee's regular hourly base wage rate for the actual number of hours involved; except that compensation shall not be less than three (3) hours in any case.

**ARTICLE XVI**  
**UNIFORMS, EQUIPMENT & UNIFORM ALLOWANCE**

**Section 16.1:**

Uniformed/non-uniformed Employees of Employer shall receive eight hundred dollars (\$800.00) per annum for maintenance, replenishment of uniforms, and the purchase of Employee's own uniform (slacks, shirts and skirts), payable in two installments of four hundred dollars (\$400.00) each in October and in April of each Fiscal Year.

**Section 16.2:**

Personal property of an Employee that is lost or damaged in the performance of duty shall be replaced or repaired or its monetary value reimbursed to the Employee by the Employer within ninety (90) days, provided that such loss or damage did not result from the negligence of the Employee. Except that the Employer shall not provide reimbursement for jewelry or other personal property which is not appropriate nor necessary for the Employee to carry during performance of his/her duties.

**ARTICLE XVII**  
**HEALTH SERVICES**

**Section 17.1:**

The Employer shall provide, through the Department of Health, (DOH) and/or the designated health care provider a complete annual medical examination for all Employees covered by this Agreement. The Employer agrees to pay any costs associated with these exams which are not covered by the employee health/dental insurance including applicable deductions, co-pay, and policy exclusions.

- a. CBC, Blood Serology and urine analysis;
- b. TB test, and if positive, a chest x-ray;
- c. EKG;
- d. Inoculation for Hepatitis B, Rubella, and Bacterial Meningitis, when necessary;
- e. Flu;
- f. Tetanus; and
- g. Pneumonia vaccine.
- h. Any other recommended tests including but not limited to psychological evaluation which in the professional judgment of the attending physician, is necessary to determine harm done by exposure to heat, toxic smoke and gases, excessive stress, and exposure to hazardous materials.

In the event a concern arises and/or absence from work for a period of thirty (30) or more days, the employee may be referred for a fitness to duty examination to determine ability to return to work, as per department policy 4.6.

The Employer agrees to pay any costs associated with the annual medical examination which are not covered by the Employees' health/dental insurance, including applicable deductions and policy exclusions.

The Employer shall provide testing services for a period not greater than one (1) year following a work related incident in which an Employee has been exposed or potentially exposed to HIV, Hepatitis or Anthrax.

**Section 17.2:**

All commands, and other places of assignment shall have clean drinking water. The Employer shall regularly clean all water dispensers and test all drinking water, which is not bottled, every six (6) months at all commands, zones and other places of assignment. The results of tests performed on all drinking fountains shall be visibly posted next to the affected fountain.

**Section 17.3:**

The Employer agrees to maintain all areas under its operational control and any regulation equipment issued to an Employee for the performance of duty, in accordance with all applicable laws and safety standards, including OSHA.

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

**Section 18.1:**

Employees required to utilize their private automobiles for departmental business, previously authorized in writing by the Department/Agency Head shall be compensated for such use at the rate prescribed by Executive Order.

**Section 18.2:**

An employee required to perform duties at a place other than his regular assigned duty station shall be reimbursed for travel, meals and related expenses in accordance with Departmental/Bureau's regulations and Executive Order.

**ARTICLE XIX**  
**TRAINING**

- A. During the term of this Agreement, the Employer shall maintain an ongoing training program to include seminars and classroom training at all levels of management operations to enhance the professional operation of the Employer without discrimination. The Employer shall post notice of training workshops and professional seminars on bulletin boards at all work stations.
- B.
  - 1. The Employer shall provide semi-annual firearms training for all Employees covered by this Agreement;
  - 2. The Employer shall provide assault rifle training to all Employees covered by this Agreement;
  - 3. The equipment necessary for such training shall be provided by the Employer; and
  - 4. The Employer shall be responsible to repair and replace all locks on its premises.
- C. The Employer, in addition to sub-paragraph (A) of this section, shall provide specialized and/or professional training for employees assigned to any one of the following units:
  - 1. Criminal Investigation Bureau: Area of detection and investigation of major felonies;
  - 2. Traffic Bureau: Area of accident prevention, detection and investigation;
  - 3. Identification or Forensic Unit: Areas of detection and identification of criminal suspects and/or evidences;
  - 4. Juvenile Unit: Areas of juvenile detection, processing, handling and investigation of juvenile related matters;
  - 5. Insular Investigation/Internal Affairs and Applicant Screening: Investigation of embezzlement, fraud and general "white collar" criminal matters,
  - 6. Marine Enforcement Unit: Small boat operations and navigation at sea.
  - 7. Domestic Violence Unit: Areas of domestic violence processing, handling and investigation of domestic violence suspects and victims.
  - 8. Special Operation Response Team: Search, seizure, recovery, cell entry, transport of prisoners and special circumstance security.



- D. The Employer shall conduct an annual seminar or workshop to provide all Employees with an update on all relevant changes in the law.
- E. The Employer shall provide emergency first aid and CPR training for all Employees covered by this Agreement and shall further insure that such certification be kept current.
- F. The Employer shall, within one hundred and twenty (120) days of promotion, provide all newly promoted Sergeants, Supervisors covered by this Agreement with at least twenty (20) hours of supervisory training.
- G. It is the intention of the Employer, where feasible, to endeavor to assign personnel covered by this Agreement in accordance with skills derived from further training and education.

**ARTICLE XX**  
**WORKING OUT OF CLASSIFICATION**

**Section 20.1:**

Any employee who is required to accept the responsibility and carry out the duties of a position or rank above that which he normally holds for a period of ten (10) working days or more, shall be compensated for all days worked at his/her regular hourly base wage rate plus ten (10%) percent or the first step of the grade of the position being replaced, whichever is higher.

If an Employee at the rank of Sergeant is on duty, an Officer in Charge (“OIC”) will not be assigned.

**Section 20.2:**

The Employer agrees that an Employee eligible for out-of-rank pay shall not be rotated out of such assignment for the sole purpose of preventing the Employee from becoming eligible for such pay.

## **ARTICLE XXI** **PROMOTIONS**

### **Section 21.1:**

A. A promotional list shall be established ranking all candidates for promotions to a vacancy. This list shall be compiled of all candidates who have scored a passing grade pursuant to Orders that govern "Requirements for Police Promotion" and the established criteria that governs "Requirements for Correction Supervisors and YRC Promotion" as may be amended from time to time.

B. Any changes in General Orders that govern "Requirement for Police Promotions" and the established criteria that governs "Requirements for Correction Supervisors and YRC Promotions" shall be accomplished through consultation between the LESU and the Employer.

### **Section 21.2:**

Ninety (90) days prior to the expiration or exhaustion of the promotional list, the Employer shall request that a new promotional exam be administered. Any list as a result of the new exam shall take effect upon the expiration or exhaustion of the prior list.

### **Section 21.3:**

A. A promotion list shall be published ranking all candidates who have a passing grade. Promotions shall be made by promoting the Employee with the highest score first and so on until the list is exhausted or a period of two (2) years has elapsed, whichever occurs first. A copy of the promotion list shall be forwarded to the Union after such list is published.

B. If final score is equal, Article 4, § 4.1 herein shall govern.

### **Section 21.4:**

The Employer agrees to provide study materials that will aid members of this bargaining unit with the taking of any promotional examination. The study materials shall be made available at each station, zone or other place of assignment at least sixty (60) days in advance of the examination date.

**Section 21.5:**

The Employer agrees that no person shall be inserted into the LESU rank structure within the Virgin Islands Police Department, Department of Human Services – Division of Juvenile Justice Youth Rehabilitation Center and the Bureau of Corrections for the purpose of ranking Employees.

**Section 21.6:**

The Division of Personnel shall establish a written examination for promotion to all ranks and/or grade within this bargaining unit.

**Section 21.7:**

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

**Section 21.8:**

No one shall be promoted unless in accordance with the above procedure.

**ARTICLE XXII**  
**WORKING CONDITIONS**

The employer shall provide office space furnished with appropriate equipment and supplies to maintain and carry out the duties of the Department/Bureau.

**ARTICLE XXIII**  
**PERSONNEL FILES**

**Section 23.1:**

Each employee shall have the right to examine the contents of his/her personnel file within two (2) days after a request has been made.

**Section 23.2:**

An employee shall have the right to answer and/or reproduce any material filed in his personnel file. Such answer shall be attached to the material to which it relates within a reasonable period after review by the employee.

**Section 23.3**

An employee shall be notified of any material which is placed in his/her personnel file.

- A. Employees covered under this agreement shall be given copies of all documents and/or correspondence being placed in their departmental personnel file;
- B. Employees covered under this agreement shall have the right to grieve any documents and or/correspondence placed in the department personnel files in accordance to Article 6.1, Grievance Procedures.

**Section 23.4:**

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

**Section 23.5**

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

**ARTICLE XXIV**  
**GENERAL PROVISIONS**

**Section 24.1: Job Descriptions**

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

**Section 24.2: No individual Contracts**

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

**Section 24.3: No Unit Work by Managers**

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

**Section 24.4: Alcoholism, Drug Addiction**

All employees shall be entitled to time off to attend local alcoholism or drug addiction treatment center without loss of pay or other benefits, subject to such reasonable rules and regulation as the Employer in his discretion may adopt regarding time off for attendance and to assure bona fide attendance for treatment.

**ARTICLE XXV**  
**EDUCATIONAL LEAVE**

**Section 25.1:**

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

**Section 25.2: Tuition Reimbursement Program**

- A. In an effort to encourage an Employee to further his/her education in areas of study relating to Employee's field of employ, the Employer shall establish and maintain a "Tuition Reimbursement Program", subject to available funds. Reimbursement shall be subject to the following criteria:
  - 1. The courses of study to be taken by the Employee must relate to the Employee's field of employ as determined by the Employer.
  
  - 2. The course(s) shall be taken at an accredited educational institution.
  
  - 3. If the course(s) is/are offered at more than one scheduled time, the Employee must choose that schedule of class(es) which will least conflict with the Employee's regular work schedule. If the Employee is unable to obtain a compatible class schedule, the Department/Bureau may release



the Employee from work without loss of pay for that period of time necessary to attend class(es) provided, however, that said release does not unduly disrupt the Employer regular operation.

4. An Employee will be released from work only after he/she has received approval of the course(s) from the Employer and have presented evidence of enrollment in the course to the Employer.
5. Upon submission of evidence of enrollment and satisfactory completion of the course(s) by a grade of "C" or better, the Departments/Bureau shall reimburse the employee's tuition cost and fees, including books and similar cost materials, not to exceed five hundred dollars (\$500.00) annually.

**ARTICLE XXVI**  
**CAREER INCENTIVE PROGRAM**

As currently Amended:

(a) There is hereby established a career incentive pay program offering pay differentials to police officers of all ranks of the U.S. Virgin Islands Police Department (V.I.P.D.), marshals of the Territorial Court, corrections officers of the Bureau of Corrections and firemen in the Virgin Islands Fire Service, as a reward for furthering their education in the field of police, marshal services, corrections and fire work beyond the minimum qualifications set forth in the job class specifications for positions held by such employees.

(b) Each such police officer, marshal of the Territorial Court, correction officer, and fireman shall be eligible to receive a pay differential equal to a percentage of his present compensation, which is defined as his base pay plus payment for time of service in grade, which he is receiving at the time such credits are earned in accordance with the following schedule:

1. A (3%) increase for (10) semester hour credits or its equivalent in quarter units earned toward a baccalaureate or an associate degree;
2. A (6%) increase for (25) semester hour credits or its equivalent in quarter units earned towards a baccalaureate or an associate degree;
3. A (10%) increase for (40) semester hour credits or its equivalent in quarter units earned toward a baccalaureate or associate degree;
4. A (15%) increase for an associate degree;
5. A (20%) increase for a baccalaureate degree; and
6. A (30%) increase for a postgraduate degree.

(c.) All credits and degrees shall be earned in an accredited educational institution. Course taken for credit to qualify for pay differentials under the provisions of this section must be approved in advance by the Police Commissioner; the Presiding Judge of the Territorial Court, the Director of the Bureau of Corrections, or the Director of the Personnel. Such course shall be in fields which are related to the performance by the performance by the employee of present or possible future official duties with the U.S. Virgin Islands Police Department (V.I.P.D.), Territorial Court of the U.S. Virgin Islands, The Bureau of Corrections or the Virgin Islands Fire Service in police, correction or fire

administration, in order to increase the knowledge, proficiency ability, skill and qualifications or the employee in the performance of his official duties.

(d.) The pay differentials authorized by this section shall be added to the basic compensation of employees effective for the first pay period following receipt and verification of official transcripts by the Director of Personnel. Employees shall be responsible for transmittal of transcripts to the Director of Personnel.

(e.) The director of Personnel or Designee shall issue, in consultation with the Police Commissioner, the Presiding Judge of the Territorial Court, The Director of the Bureau of Corrections, or the Director of the Virgin Islands Fire Service, rules and regulations necessary for the proper administration of the provisions of this section

**ARTICLE XXVII**  
**RATES OF PAY**

**Section 1:** See Pay Plan Attached.

**Section 2:**

An employee assigned to and an active member of one or more of the following designated units effective as of the date of execution of this contract shall receive a premium payment of one thousand two hundred (\$1,200.00), per annum, provided however that no employees shall receive a premium payment in excess thereof. This payment shall be conditioned on maintenance by the officer of his skills and qualifications in the duties of the particular category:

Police Tactical Unit  
Police K-9 Corp  
Hazardous Device Unit  
BOC/SORT Team  
Police Diving Team  
Marine Unit  
Police Motorcycle Unit  
Marine Unit  
Narcotic Unit  
Police Bicycle Unit,  
Forensic Unit

recognize by the Courts of the Virgin Islands.

If a member is in two (2) or more unit, he/she is entitled to no more than one (1) premium payment.

**ARTICLE XXVIII**  
**CIVIL LIABILITY**

Employer agrees to maintain in force V.I. Code, Title 10, Chapter 6, "Indemnification of Law Enforcement Officers" which is incorporated herein by reference.

**ARTICLE XXIX**  
**RETIREMENT**

The Employer shall maintain in effect during the term of this Agreement the provisions of Title 3, § 705, as amended, V.I. Code, which is incorporated herein by reference.

**ARTICLE XXX**  
**SAVINGS CLAUSE**

In the event that any provision of this Agreement or compliance therewith by the Employer or the Union shall constitute a violation of the Virgin Islands or Federal law or regulations promulgated thereto and applicable to this Agreement, then, and in such event, such provisions, to the extent only that it is so in violation shall be deemed ineffective and unenforceable, and shall be deemed severable from the remaining provisions of this Agreement, which remaining provisions shall be affected. The provision affected shall be renegotiated by and between the Union and the Employer.

**ARTICLE XXXI**  
**DURATION, EXPIRATION**

**Section 30.1:**

This Agreement shall become operative on 12:01 a.m. of the first day of October 1, 2018 and shall expire on midnight of the thirtieth day of September 30, 2022.

**Section 30.2**

This Agreement shall automatically be renewed from year to year, following its expiration, unless either party shall have notified the other in writing at least ninety (90) days prior to the expiration of an intent to commence negotiation on a new contract or addendum. In the event of such notice, negotiation shall commence not later than sixty (60) days prior to expiration.

**Section 30.3:**

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 therefore, shall not become effective until the Legislature of the Virgin Islands has enacted implementing legislation.



IN WITNESS WHEREFOR, the parties hereto have set their hands and seals this 27<sup>th</sup> day of December . 2018 .

GOVERNMENT OF THE VIRGIN ISLANDS

LAW ENFORCEMENT SUPERVISOR'S UNION AFL-CIO.CLC

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

BY: [Signature]  
Pamela Lynn Colon, Esq.  
Chief Negotiator

BY: [Signature]  
Lt. Aaron Krigger, Sr. - President  
LESU, St. Thomas Chapter, local 118

BY: [Signature]  
Sgt. Jamale Griffin - President  
LESU, St. Croix Chapter, Local 119

APPROVED:

[Signature]  
Honorable Kenneth E. Mapp  
Governor, U.S. Virgin Islands

Date: 12-27-18

Management's Proposal

VIRGIN ISLANDS POLICE DEPARTMENT PROPOSED POLICE SERGEANT FY2019 PAY PLAN																
Recruit	Starting Pay	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	\$															
	\$															
16	\$ 67,228.50	\$ 68,573.07	\$ 69,944.54	\$ 71,343.43	\$ 72,770.29	\$ 74,232.98	\$ 75,725.06	\$ 77,242.31	\$ 78,789.55	\$ 80,372.55	\$ 81,996.00	\$ 83,655.75	\$ 85,356.60	\$ 87,103.45	\$ 88,892.10	\$ 90,729.55
	\$ 1,318.21	\$ 1,344.57	\$ 1,371.46	\$ 1,398.89	\$ 1,426.87	\$ 1,455.38	\$ 1,484.43	\$ 1,514.03	\$ 1,544.18	\$ 1,574.89	\$ 1,606.16	\$ 1,638.00	\$ 1,670.43	\$ 1,703.46	\$ 1,737.10	\$ 1,771.35

VIRGIN ISLANDS POLICE DEPARTMENT PROPOSED POLICE LIEUTENANT FY2019 PAY PLAN																
Recruit	Starting Pay	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	\$															
	\$															
16	\$ 69,502.33	\$ 71,587.40	\$ 73,777.08	\$ 75,211.51	\$ 76,339.68	\$ 77,484.78	\$ 78,647.05	\$ 79,826.76	\$ 81,024.16	\$ 82,239.52	\$ 83,473.11	\$ 84,724.58	\$ 86,003.43	\$ 87,309.22	\$ 88,641.50	\$ 90,000.00
	\$ 1,695.18	\$ 2,085.07	\$ 1,789.68	\$ 1,834.43	\$ 1,128.17	\$ 1,145.10	\$ 1,162.27	\$ 1,179.71	\$ 1,197.40	\$ 1,215.36	\$ 1,233.59	\$ 1,252.10	\$ 1,270.85	\$ 1,289.85	\$ 1,309.10	\$ 1,328.60

VIRGIN ISLANDS POLICE DEPARTMENT PROPOSED POLICE CAPTAIN FY2019 PAY PLAN																
Recruit	Starting Pay	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	\$															
	\$															
16	\$ 75,128.52	\$ 77,029.27	\$ 78,955.00	\$ 80,968.35	\$ 82,344.82	\$ 83,390.60	\$ 84,683.15	\$ 85,953.40	\$ 87,242.70	\$ 88,551.34	\$ 89,879.61	\$ 91,227.80	\$ 92,596.22	\$ 93,985.16	\$ 95,394.94	\$ 96,825.25
	\$ 1,846.70	\$ 1,900.75	\$ 1,925.73	\$ 2,013.35	\$ 1,376.46	\$ 1,045.78	\$ 1,292.55	\$ 1,270.25	\$ 1,289.30	\$ 1,308.64	\$ 1,328.27	\$ 1,348.19	\$ 1,368.42	\$ 1,388.94	\$ 1,409.78	\$ 1,430.85

ACCEPTED: *[Signature]* 12-6-18  
 NOT ACCEPTED: \_\_\_\_\_ FOR SUBMISSION TO IMPASSE: \_\_\_\_\_  
 Management Number 2018 Proposal 5

Management's Proposal

BUREAU OF CORRECTIONS/DEPARTMENT OF HUMAN SERVICES (VRC)																
PROPOSED CORRECTION SERGEANT FY2019 PAY PLAN																
Recruit	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Starting Pay															
		\$ 47,000.00	\$ 47,940.00	\$ 48,898.80	\$ 49,876.78	\$ 50,874.31	\$ 51,891.80	\$ 52,929.63	\$ 53,988.23	\$ 55,067.99	\$ 56,169.35	\$ 57,292.74	\$ 58,438.59	\$ 59,607.36		
		\$ -	\$ 940.00	\$ 958.80	\$ 977.98	\$ 997.54	\$ 1,017.49	\$ 1,037.84	\$ 1,058.59	\$ 1,079.76	\$ 1,101.36	\$ 1,123.39	\$ 1,145.85	\$ 1,168.77		
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
		\$ 60,805.47	\$ 61,413.53	\$ 62,027.66	\$ 62,647.94	\$ 63,274.42	\$ 63,907.16	\$ 64,546.23	\$ 65,191.70	\$ 65,843.61	\$ 66,502.05	\$ 67,172.09	\$ 67,852.73	\$ 68,544.07	\$ 69,246.10	\$ 70,957.82
		\$ 602.03	\$ 608.05	\$ 614.14	\$ 620.28	\$ 626.48	\$ 632.74	\$ 639.07	\$ 645.46	\$ 651.92	\$ 658.44	\$ 665.04	\$ 671.77	\$ 678.55	\$ 685.38	\$ 692.26

BUREAU OF CORRECTIONS/DEPARTMENT OF HUMAN SERVICES (VRC)																
PROPOSED CORRECTION LIETENANT FY2019 PAY PLAN																
Recruit	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Starting Pay															
		\$ 51,500.00	\$ 52,787.50	\$ 54,107.19	\$ 55,459.87	\$ 56,846.36	\$ 58,266.36	\$ 59,719.66	\$ 61,207.05	\$ 62,728.33	\$ 64,283.41	\$ 65,873.10	\$ 67,497.30	\$ 69,156.01	\$ 70,850.23	\$ 72,580.06
		\$ -	\$ 1,287.50	\$ 1,319.69	\$ 1,352.68	\$ 1,386.50	\$ 1,421.17	\$ 1,456.70	\$ 1,493.10	\$ 1,530.37	\$ 1,568.52	\$ 1,607.56	\$ 1,647.50	\$ 1,688.35	\$ 1,730.11	\$ 1,772.79
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
		\$ 64,978.51	\$ 65,953.19	\$ 66,942.49	\$ 67,946.63	\$ 68,965.82	\$ 70,000.31	\$ 71,050.32	\$ 72,116.07	\$ 73,197.81	\$ 74,295.78	\$ 75,409.12	\$ 76,537.02	\$ 77,679.49	\$ 78,836.64	\$ 80,009.48
		\$ 960.27	\$ 974.68	\$ 989.30	\$ 1,004.14	\$ 1,019.20	\$ 1,034.49	\$ 1,050.00	\$ 1,065.75	\$ 1,081.74	\$ 1,097.97	\$ 1,114.44	\$ 1,131.16	\$ 1,148.14	\$ 1,165.38	\$ 1,182.88

*[Handwritten Signature]*  
12-6-19 2/14/16

NOT ACCEPTED: \_\_\_\_\_ FOR SUBMISSION TO IMPACT: \_\_\_\_\_ (CVI) \_\_\_\_\_