

COLLECTIVE BARGAINING AGREEMENT

between

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF AGRICULTURE

and

OUR VIRGIN ISLANDS LABOR UNION
(OVILU)

EFFECTIVE DATE: October 1, 2015
EXPIRATION DATE: September 30, 2018

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PREAMBLE

This agreement entered into this _____ day of _____, by and between the Department of Agriculture of the Government of the U.S. Virgin Islands, hereinafter referred to as the "Employer" or "Department" and OUR VIRGIN ISLANDS LABOR UNION (OVILU), hereinafter referred to as the "Union".

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

In consideration of the mutual covenants, conditions and agreements hereinafter contained, the parties hereto mutually agree as follows:

ARTICLE I
RECOGNITION

Section 1:

The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees in the Department of Agriculture as herein listed who hold the personnel positions as certified by PERB.

Excluded are confidential, managerial and supervisory employees as defined by Act 4440 and unclassified and exempt positions as defined in Title 3, Chapter 25, Section 45 a, b and c of the Virgin Islands Code or as defined by law.

Section 2:

- A. The Employer agrees to notify the Union, in writing, when new employees are to be hired. The Union shall have the right to send applicants who are certified and eligible for the job or jobs in accordance with Personnel Policies and Procedures.
- B. This provision shall not be deemed to require the Employer to hire Union applicants or to preclude the Employer from hiring employees from other sources. The Employer, or other authorized Government entity, reserves the right to pass on the qualifications and experience of all applicants for employment.
- C. A copy of NOPA of all newly hired employees will be sent to the Union, within thirty (30) work days of execution of the NOPA by all parties.

ARTICLE II
PAYROLL STATEMENT

Section 1:

The Employer agrees to provide the Union with written notice when an employee has been removed from the payroll.

ARTICLE III
HOURS OF WORK/PAYROLL PERIOD

Section 1: Definition of Working Day

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

Section 2: Work Week

- A. A work week, for purpose of this agreement, consists of seven (7) consecutive calendar days computed from 12:01 a.m. on Sunday and ordinarily consist of forty (40) hours worked in a Monday to Friday schedule.

- B. The standard payroll period for employees shall begin at 12:01 a.m. on Sunday and end at 12:00 p.m. midnight on the second consecutive Saturday. It shall consist of ten (10) eight (8) hour work days. An employee shall be granted four (4) off days within the payroll period, and at least two (2) of which shall be consecutive.

Section 3: Overtime Pay

Wages at the rate of one and one-half (1½) times the employee's straight time hourly wage rate shall be paid in the following instances, providing overtime has been approved in writing by the Agency Head and Designee of the unit:

- A. Work performed in excess of eight (8) hours in any one (1) Work Day;
- B. Work performed in excess of forty (40) hours in any one (1) Work Week.

Wages at the rate of two (2) times the employee's straight time hourly wage shall be paid for work performed in excess of forty-eight (48) hours in a Work Week.

Section 4: Distribution of Overtime Work

- A. When the Employer determines that work must be done on overtime, it will be authorized in writing, in advance, by the Agency Head or Designee. The Employer will give advance written notice of the overtime when requiring Employees to work overtime, 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 as the circumstances warrant.
- D. Upon the request of an employee, the supervisor shall provide a copy of the approved overtime hours worked to such employee before submitting them to payroll.

ARTICLE IV
UNION SECURITY

Section 1: Union Membership

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

Section 2: Union Dues

- A. The Employer agrees to establish and maintain a check-off procedure whereby the Employer shall make bi-weekly payroll deductions of regular periodic union dues, initiation fees, and payment-in-lieu of dues of an amount equal to 1.3% of each union member's hourly base rate of pay but not less than ten (\$10.00) dollars. Such deductions shall be based on an employee's written authorization to do so, submitted to the Employer by the Union. The Union reserves the right to change the amount of dues herein during the term of this Agreement after reasonable notice to the Employer.
- B. ALL MEMBERS OF THE BARGAINING UNIT REPRESENTED BY OUR VIRGIN ISLANDS LABOR UNION, WHO ARE NOT MEMBERS OF THE UNION ARE REQUIRED BY LAW TO MAKE A PAYMENT-IN-LIEU OF DUES TO THE UNION. THE AMOUNT OF SUCH FEES SHALL NOT BE HIGHER THAN DUES DEDUCTED FROM UNION MEMBERS AND WILL BE DEDUCTED FROM THE PAY OF EACH SUCH EMPLOYEE UNDER AUTHORIZATION PROVIDED FOR THIS PURPOSE. THE REASONABLENESS OF THE AMOUNT MAY BE APPEALED TO THE PUBLIC EMPLOYEES RELATIONS BOARD, P. O. BOX 25435, GALLOW'S BAY, ST. CROIX, U. S. VIRGIN ISLANDS, 00824-1435.

Section 3:

An employee who is a dues paying member of the Union shall continue to pay dues to the union for the term of this Agreement.

It shall be a condition of employment that employees covered by this Agreement who are not members of the Union shall, within forty-five (45) days after the execution of this Agreement or after being newly hired, pay Union dues or pay a payment-in-lieu of dues.

It is further agreed that the payment-in-lieu of dues shall not be more than the Union dues collected from Union members.

Section 4:

All monies as dues or initiation fees or payment-in-lieu of dues shall be forwarded to the Union with a list of names and social security numbers of the employees from whose wages deductions have been made, and showing the amount of individual deductions. Said deductions shall be transmitted to the Union, by check payable to:

OUR VIRGIN ISLANDS LABOR UNION
P.O. Box 8624, Sunny Isles
St. Croix, Virgin Islands 00823

Section 5:

The Union agrees to indemnify and hold harmless the Government of the Virgin Islands in those cases in which the Government 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, Payment-in-lieu of dues and/or initiation fees.

ARTICLE V
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1:

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

- A. Directing and supervising the employees of this unit;
- B. Determining qualifications and standards for hiring and the content of examinations thereof;
- B. 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 not limited by the terms of this Agreement is reserved to the Employer.

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 department, subject to the provisions of this Agreement.
- B. In the event of an amendment or revision of job description, the compensation of the incumbent shall not be reduced.

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 within, but not less than two (2) working days in advance, and the application of such rules, regulations and amendments shall not be discriminatory or inconsistent with this Agreement.

ARTICLE VI
FRINGE BENEFITS

Section 1: 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 2: Annual Leave

- A. Employees shall be granted the amount of vacation time requested and approved provided he/she has sufficient accumulated leave to cover the vacation period and such leave does not interrupt the regular operations of the Agency.
- B. 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:
 - 1. One-half ($\frac{1}{2}$) day or four hours (4 hrs) for each full bi-weekly pay period for an employee with less than three (3) years of service;
 - 2. Six hours (6 hrs.) 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 hrs) for an employee with three (3) but less than fifteen (15) years of service; and
 - 3. One (1) day or eight hour (8 hrs) for each full bi-weekly pay period for an employee with fifteen (15) or more years of service.

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

The following section of Title 3, 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 3: Vacation Leave Policy

The Department shall develop an annual leave vacation policy and a procedure for processing application for annual leave. Such procedure shall include a specific period of time within which to approve/disapprove a request for annual leave. Employees whose requests for annual leave are 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 of annual leave. The employer shall submit a copy of its annual leave policy to the union office.

Section 4: Sick Leave

- A. Except as provided in Section 41 of Title II of the V.I. Code, all officers and employees of the Government of the Virgin Islands, regardless of tenure are entitled to sick leave which accrues at the rate of one-half (1/2) day for each full bi-weekly pay period.
- B. Proof of sickness shall be subject to such regulations as the Governor may prescribe. As of the date of this agreement said rules and regulations are as follows:

1. Sick Leave is a leave of absence from duty on account of sickness, injury or disability which incapacitates the employee for work. This includes medical, dental and optical treatment. Sick leave may be granted pursuant to prior request, in appropriate cases, or pursuant to request made after return to duty.
2. Supervisors shall keep accurate and complete records of all absences from duty by employees under their supervision, and of all reports of illness and requests for sick leave by those employees. Any supervisor/employee, who knowingly falsifies request for sick leave to be processed, shall be subject to suspension or dismissal.
3. Proof of sickness for absence for three (3) or more consecutive days, or absence of the day immediately preceding or immediately following any weekend, or legal holiday, shall include a certificate from a practicing physician indicating the nature of the illness and certifying that the employee was incapacitated for work.
4. Proof of sickness for absence of less than two (2) days shall be by a signed statement from the employee and shall state specifically the nature of the illness which incapacitated the employee for work; provided, however, that additional reasonable proof of incapacity to work, including, certificate from a practicing physician, may also be required by a Department head in individual cases.
5. Whenever any employee has been granted sick leave pursuant to this Section for four (4) or more instances consecutive or non-consecutive, in any given fiscal year, proof of sickness for each instance of any

further absence from work of any duration during the same fiscal year shall include a certificate from a practicing physician - indicating the nature of the illness and certifying the employee was incapacitated from work.

6. An absence from duty of any employee whose request for sick leave is denied under this Section shall be charged to annual leave or leave without pay, at the option of the employee.

C. When required by serious disability or ailments, up to thirty (30) days sick leave may be advanced upon approval by the Commissioner or Designee.

D. Sick leave which is not used by an employee accumulates for use in succeeding years.

Section 5: Jury Duty

An employee shall be excused from his duties without loss of pay or deduction from annual leave for the time required for jury service in the Superior Court or the District Court of the Virgin Islands. However, should the employee be release from jury duty at/or before 12:00 noon, the employee shall be required to return to work.

Section 6: Bereavement Leave

An employee who suffers the death of his or her spouse, parents or legal guardians, mother-in-law, father-in-law, children, grandparents, brothers, sisters, sister-in-law, brother-in-law, step father, step mother, step children, and step siblings shall be entitled to four (4) days administrative leave with pay. This leave shall be taken within the period immediately following the death and one week after the burial.

An employee who suffers the death of aunts, uncles and other immediate family shall be allowed to utilize annual leave for bereavement purposes.

Section 7: Military Leave

All personnel of the Government of the Virgin Islands, including personnel of authorities, independent boards, agencies and other instrumentalities of the Government of the Virgin Islands, who are members of an active reserve unit of any branch of the armed services 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 summer training encampment, and at regular drills and training sessions conducted throughout the year.

Section 8: Maternity 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 it is expected she will no longer be physically able to perform her regular duties; and (2) that it is expected that she can work until that date without risking injury to herself or the health of the unborn child. At such time as the employee desires to go on maternity leave, she shall (except in cases of emergency) apply for said leave not less than two (2) payroll periods prior to her 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 date past when she may not work without risking injury to herself or the unborn child. Upon application as provided above, the employee shall be granted maternity leave as hereinafter provided.
- B. To the extent available, an employee shall be permitted to charge any portion or all of her maternity leave to sick leave. Where an employee has exhausted all sick leave to which she might be entitled, the employee may charge her maternity leave to annual leave and thereafter to leave without pay.

- C. 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.

Section 9: Leaves of Absence

- A. Employees, for good cause, may be granted leaves of absence without pay and without loss of seniority or other employment benefits, provided that such leaves of absence do 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 and with the agreement of the Employer not to exceed one (1) year.
- C. Only employees who provide advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) work days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

Section 10: Family Medical Leave Act

The Employer shall post the FMLA notice on all bulletin boards within the various facilities in both Districts.

ARTICLE VII
UNION BUSINESS LEAVE

Section 1:

An employee officially designated in writing by the Union to attend a Union conference, convention or training session will be granted a leave of absence without pay for such purpose (not to exceed five (5) work days in each instance), if the employee's absence will not unduly impair the Department operations.

No employee will be granted more than two (2) such leaves in any calendar year, and not more than two (2) employees for each district may be off on such leave at one time. Seniority shall accumulate during such leave. At the employee's option, this leave may be charged against the employee's annual leave.

Section 2:

Upon the written request of the Union, the Department head or Designee may grant an employee a leave of absence without pay, not to exceed six (6) months, for the purpose of full time employment with the Union. At the conclusion of said leave, the employee shall have the right to return to his or her former position.

ARTICLE VIII
SENIORITY AND LAYOFFS

Section 1: Seniority Defined

Service Seniority is defined as an employee's length of continuous service with the Department from his original date of hire or from the date of his return to the Department after a break in seniority as hereinafter defined in Section 8.

Job Classification Seniority is defined as an employee's length of service in his/her job classification. An employee assigned to a new classification must complete his probationary period before he receives his new job classification and seniority retroactive to the first date of assignment; however, during said probationary period, service seniority shall continue to accrue.

Section 2: Probation

All employees, during the first 180 days of employment, are probationary employees. Said 180-day period shall be referred to in this Agreement as the Probationary Period. Probationary employees shall have no seniority rights and may be discharged by the Employer and may be laid off without obligation to rehire. Upon completion of the probationary period, the employees shall accrue service and job classification seniority retroactive to date of hire.

Section 3: Part-Time and Temporary Employees

Part-time and temporary employees shall not accrue any seniority rights. A part-time employee is any employee who is regularly scheduled to work less than twenty (20) hours in a payroll week.

Section 4: Applicability 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 5:

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

Section 6: Reductions in Work Force

A. Procedure

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

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/she 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

Employees to be laid off shall be notified by the Department 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 out in Article IV. An

employee receiving said notice shall be entitled to his/her full compensation during the notice period.

C. Recall From Lay-Off

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

D. Classification Seniority List

Within thirty (30) days after the execution of this Agreement and on a quarterly basis thereafter, the Department shall furnish to the Union a full and complete list of all unit employees and their dates of hire and dates of service within their current job classifications; said list shall be referred to as the Seniority List. The Union or any employee who questions the accuracy of the list may do so within thirty (30) days after the posting of said list on all bulletin boards, together with a copy of this section of the contract by filing a written grievance with the Employer specifying the alleged inaccuracy or inaccuracies.

Section 7:

New employees shall not be hired while qualified employees willing to perform the available work remain on the lay-off list.

Section 8:

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

- A. Voluntarily resigns or retires;
- B. Is discharged for just cause and not reinstated;
- C. Fails to report to work after recall from lay-off pursuant to Section 6 (C)(2) of this Article;
- D. Is absent exceeding the period for which a leave of absence has been granted or extended in writing except for circumstances created by an Act of God;
- E. Obtains a leave of absence under false pretenses;
- F. Does not perform work for the Department for a continuous period of two (2) years, or the length of the employee's service when the absence began, whichever is shorter;
- G. Fails to report for work after being off due to a compensable industrial injury or accident within five (5) working days after his authorization to return to work by his doctor.

Section 9:

An employee has no obligation to accept an offer of a promotion or transfer to another District, and shall suffer no loss of seniority or other benefits by refusing same.

ARTICLE IX
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1:

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

Section 2:

The following procedures, which may be initiated by either party, shall be the exclusive means of settlement of all grievances arising under this Agreement.

Section 3: Step 3 Grievances

- A. Any grievance over a discharge, suspension or demotion shall be filed with the Department Head within three (3) working days after an employee is notified of the date of the discharge, suspension, or demotion or the grievance will be invalid. Such notification must be in writing and a copy shall be submitted to the employee, the Chief Shop Steward and the Union.
- B. In grievances involving discharge, suspension or demotion, a meeting between the Department Head (or his designee), the Chief Shop Steward/Shop Steward, the Union Representative and the employee shall be held to discuss the grievance within ten (10) working days after it has been presented to the Department Head. Within five (5) working days after this meeting has been held, the Department head (or his designee) shall advise the Union Representative, Chief Shop Steward and the employee of his decision in writing.

C. Union grievances disputing the interpretation or application of a particular provision of this Agreement by the Department which generally affects a group of employees shall be filed by the Union with the Department Head not later than ten (10) working days after the date the Union learns or should have learned of the Department's disputed interpretation or application of the Agreement provision.

D. Grievances covered by this Section shall be handled promptly, commencing at Step 3 of the grievance procedure.

Section 4: Processing of Other Grievances

If a grievance as herein defined should arise, an honest effort shall be made to settle same promptly in the manner outlined in the following paragraphs:

Step 1: The matter will first be discussed between the aggrieved employee and the employee's immediate supervisor and the Deputy Commissioner or Designee in the presence of employees Shop Steward not later than five (5) working days after its occurrence, or after the employee knew or should have known of the matter complained of. The Deputy Commissioner or Designee shall advise the employee and the employee's Shop Steward of his decision within three (3) working days after the discussion has taken place.

Step 2: If the Deputy Commissioner or Designee's decision is not accepted by the employee, and the Shop Steward, or the Union Representative within three (3) working days after receiving the answer in Step 1, may appeal the decision by presenting a grievance in writing to the Assistant Commissioner or Designee on a form which sets forth the facts and circumstances of the alleged grievance, the part of this Agreement alleged to have been violated and the relief sought. A meeting between the Assistant Commissioner or Designee, the Union Representative, the employee's Shop Steward shall be held to discuss the grievance within five (5) working days after it has been presented to the Assistant Commissioner or Designee.

Within five (5) working days after this meeting has been held, the Assistant Commissioner or Designee shall advise the employee, the Shop Steward and the Union Representative of his decision in writing.

Step 3: If the decision of the Assistant Commissioner or Designee is not accepted by the Union, the employee and/or the Shop Steward may appeal the decision to the head of the Department or Designee within five (5) working days after receiving the answer in Step 2 may appeal the decision from the Division Head to the head of the Department (or his designee).

Section 5: Demand for Arbitration and Selection of Arbitrators:

If the Department's final answer in Step 3 above and/or section 3B of this article is not satisfactory to the Union, within ten (10) working days after delivery of the Department's final answer the Union may file with the Department a written demand for arbitration signed by a Union Representative. When a demand for Arbitration has been presented, the parties shall informally attempt to select an impartial arbitrator. 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.

Section 6: Date and Time of Hearing

The Arbitrator will set a date and time for the hearing of the case and must notify the parties, not less than ten (10) working days in advance of said hearing date, unless the parties , in mutual agreement, waive said notice in writing or modify the terms.

Section 7: Authority of the Arbitrator

The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the express provisions of this Agreement, and shall not have authority to add to, detract from, or alter its provisions in any way.

Section 8: Effect of Arbitration Award

Any decision or award of an Arbitrator rendered within the limitation of the above section shall be final and binding on the Union, the Department and the employees, and enforceable in any court of competent jurisdiction.

Section 9: Arbitration Expense

Expenses and fees of the Arbitrator (including the cost of a transcript where mutually agreed) shall be equally divided between the Department and the Union. Otherwise, each party shall pay its own expenses. Employees called to the arbitration as witnesses will be excused by the Department without loss of pay in a manner which will not unduly disrupt the operations of the Department.

Section 10: Time Limits

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

If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of on the last answer of the Department. The Union may withdraw a grievance at any step in this procedure by notifying the Department in writing. If the Department fails to process its response to a grievance within the time limits provided, the Union shall have the right of automatic appeal provided said right of automatic appeal is made within the time limits established herein.

Section 11:

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

Section 12:

The Arbitrator's decision/award shall be available within sixty (60) days of the last hearing or within thirty (30) days of the submission of facts as provided for in Section 5 of this Article.

Section 13:

If an employee is discharged he shall be removed from the payroll effective the date of discharge, notwithstanding the filing of any grievance challenging the discharge.

If an employee is suspended for cause, his right to compensation shall continue until such time that the grievance is heard at the third step and Management has responded.

ARTICLE X
NO DISCRIMINATION

The Department and the Union agree that the provisions of this Agreement shall be applied to all employees covered by this Agreement without regard to race, creed, color, political belief, marital status, religion, sex, national origin, age or union membership or activity as may be provided by Federal and local law where applicable. It is specifically understood that there shall be no discrimination, nor any attempt by either party to cause the other to discriminate, in respect to hire, tenure of employment or any term of condition of employment against any applicant for employment or any employee covered by this Agreement because of race, color, creed, religion, sex, marital status, political belief, national origin, age, or union membership or activity as may be provided by Federal and local law where applicable.

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

ARTICLE XI
EMPLOYEE PERSONNEL RECORD

Section 1:

Any insertions of a negative nature in an employee's personnel record maintained by the Employer shall be made known to the affected employee and shall be made known to the Union within five (5) working days of its insertion. Any response submitted by the employee or the Union shall also become part of the Employee's personnel record. For purposes of disciplinary action and or promotional consideration, no record, which is over three (3) years old may be considered.

Section 2:

Any insertions of a positive nature shall be made known to the employee.

Section 3:

A copy of each member's Notice of Personnel Action ("NOPA") shall be sent to the Union office located at P. O. Box 8624, Christiansted, VI 00823, at the time it is presented to the employee.

ARTICLE XII
HEALTH, SAFETY AND SANITATION

Section 1: Safety Rules

- A. The Employer will comply with all applicable Occupational Safety and Health (OSHA) requirements and will make reasonable provisions for the health, safety and sanitary working conditions of its employees during the hours of their employment. The Employer will investigate and make every effort to correct any unsafe, unhealthy or unsanitary conditions reported to it by the Union or the employees and will give consideration to any recommendations made by the Union in respect thereto. All employees will follow the employer's health, safety and sanitation rules, including those on the wearing and use of safety equipment and proper work clothing.
- B. Each department shall be responsible for developing guidelines for dealing with the health and safety of the employees when there is a breakdown or failure of utilities. The guidelines shall be posted and made known to all employees. The Employer shall provide mandatory training opportunities to ensure effective job performance and the proper handling of equipment in those areas where equipment is utilized. The overall purpose of the training is to ensure safety in the workplace.

Section 2: Injuries

- A. An employee injured on the job shall be paid for the remainder of his work day if he is unable to work because he is taken to the hospital or a physician and is unable to return to work that day.

- B. In the event of a bona fide work related medical emergency, use of the Employers vehicle by a qualified operator for the purpose of seeking medical attention for the injured employee shall be immediately reported to the personnel office, by the operator of the vehicle.
- C. Any employee who has been found to be negligent while operating a government vehicle, equipment or machinery that resulted in an accident involving damage to the Department's property shall be liable for the repair of the Department's vehicle, equipment or machinery upon final adjudication.

Section 3: Safety Equipment

Necessary protective devices to protect employees from injury and contamination shall be furnished by the Department at no cost to the employee in accordance with OSHA requirements. Any employee supplied with devices pursuant to this section shall bear the cost of its replacement or repair if lost or damaged by the employee's abuse or negligence.

Section 4: First Aid Facilities

First aid facilities shall be provided by the Department to the extent necessary to provide adequate first aid for all employees.

Section 5:

The Employer shall ensure that a Pre-task Visual Assessment of Land Preparation Services is conducted at the worksite prior to the beginning of any new job at the discretion of Management. All such assessments shall be documented and shall identify any potential health or safety hazards. All employees assigned to work at any location requiring Land Preparation Services shall be properly informed regarding working conditions at those sites and be furnished the appropriate personal protective equipment required by OSHA standards to perform such duties.

ARTICLE XIII

UNION REPRESENTATIVES' & SHOP STEWARDS' ACTIVITIES

Section 1: Shop Stewards

The Department shall recognize not more than two (2) chief shop stewards, one from each District, for the Department of Agriculture. There shall also be a shop steward and an alternate for each location/office. The chief shop steward shall be designated by the Union from among the shop stewards. The chief shop stewards and the shop stewards shall have the right to participate in the investigation, adjustment and disposal of grievances. The shop stewards shall suffer no loss of pay for work time spent in these activities.

Section 2: Notice to Department

The Union shall inform the Department in writing of the names of the chief shop stewards, shop stewards, union officers and other representatives who are authorized to act as such. The Union agrees to notify the Department within two (2) weeks of any change in the composition of the shop steward(s) and the names of Union officers and other authorized representatives.

Section 3: Bulletin Board

The Department shall provide an area for bulletin boards for the Union's use in areas conveniently accessible to employees. The Union shall maintain the boards for the purpose of notifying the employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union, as defined in Section 2 of this Article.

Section 4: Access

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

Section 5: Telephones

The use of a telephone for local calls shall be permitted the shop stewards for the purpose of investigating, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement.

Section 6: Contract Negotiations

At the commencement of negotiations for an extension or modification of this Agreement, the Union and the Department shall meet to determine the reasonable number of bargaining unit employees who will be released from their duties without loss of pay to attend bargaining as members of the negotiation committee.

ARTICLE XIV
DISCIPLINE AND DISCHARGE

Section 1: Rights of Discipline

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

Section 2: Disciplinary Procedure

Except as enumerated in Section 3 hereof, disciplinary action shall not be implemented and made part of employee's permanent personnel record until the employee shall have first been notified of the proposed disciplinary action and has had an opportunity to file a grievance on the proposed action and, if a grievance is filed, a decision on the disciplinary action to be taken has been rendered at Step 3 of the grievance procedure contained in Article IX, Section 3.

Section 3: Misconduct Warranting Immediate Disciplinary Action

The Department shall have the right to immediately discipline an employee, up to and including discharge, for the commission of one of the following offenses:

- A. Theft; embezzlement or dishonesty;
- B. Fighting;
- C. Gambling;
- D. Consumption of alcoholic beverages during working hours; reporting for work intoxicated;
- D. Sale, purchase or illegal use of narcotics or other forbidden drugs;
- E. Deliberate destruction or removal of the Department's property, or that of another employee;
- G. Giving or taking a bribe of any kind;
- H. Conviction of a felony; or
- I. Creating a hostile working environment by physical or verbal abuse and/or by threats and gestures.

The foregoing enumeration of causes for discipline is by way of illustration and shall not be deemed to exclude the Department's right to discipline an employee, up to and including discharge, for any other cause. Where the Department determines to discharge an employee for a cause not hereinabove enumerated, the Department shall have the right to suspend said employee at fifty percent (50%) of his/her regular rate of pay for a period of ninety (90) working days pending the processing of a grievance, if any, through the Grievance and Arbitration Procedure contained in Article IX. Payment shall cease if the grievant fails to file a grievance in a timely manner. If a grievance is filed but is unresolved after these thirty days, the Grievant shall be restored to his/her regular rate of pay pending final resolution of the matter. Any back pay resulting from such resolution shall not exceed the amount of pay actually lost.

Section 4: Complaint Confrontation

An employee shall have the right to respond orally or in writing to any complaint made against him to the Department. No disciplinary action shall be taken by the Department without an investigation and substantiation of the complaint. In any grievance arbitration the employee shall have the right of confrontation and cross-examination of his accuser.

ARTICLE XV
IN-SERVICE TRAINING AND
CONTINUING EDUCATION

Section 1:

Attendance at In-Service Training, Educational workshops and conferences is mandatory. When an employee does not attend such training he/she shall be subject to disciplinary action. Exceptions shall be made based on the following:

- A. Personal illness;
- B. Illness or death in the immediate members of the family;
- C. Vacation;
- D. Other legitimate reasons/or absence which had been mutually agreed to in advance between the Department and the employee.

Section 2:

If the workshop or conference is held outside the Department but during an employee's regular working hours, employees will be paid as straight time worked.

Section 3:

Accurate records of attendance and absences shall be maintained. Copies of said records will be given to the employee(s) concerned.

Section 4:

All classes, workshops, conferences will be scheduled in advance and notice posted on the bulletin boards.

Section 5:

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

Section 6: Tuition Reimbursement Program

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

- A. The course or courses of study to be taken by the employee must relate to the employee's field of employ as exclusively determined by the Department.
- B. The course or courses must be taken at an accredited educational institution.
- C. If the course is offered at more than one scheduled time, the employees must choose that schedule of classes which will least conflict with the employee's regular work schedule. If the employee is unable to obtain a class schedule which does not conflict with his or her work schedule, the Department will release the employees from work without loss of pay for that period of time reasonably necessary to attend class; provided, however, that said release does not unduly disrupt the Department regular scheduling and performance of work.
- D. Employees will be released from work only after they have received approval of the course from the Department and have presented evidence of their enrollment in the course to the Department.
- E. Upon submission of evidence of enrollment and satisfactory completion of the course with a grade of C, the Department will reimburse to the employee tuition costs and fees, including books and similar course materials, not to exceed \$400.00 per semester. However, the Department Head may grant, in his discretion, additional reimbursement in appropriate cases.
- F. Employees may request and have granted expenses and fees to be paid for in advance upon execution of a demand promissory note and a voluntary payroll deduction assignment by the employee payable to the Government of the Virgin Islands in an amount equal to the tuition expense fees advanced, provided that in the event of failure to receive a passing grade of C, the employee may take the course a second time in the next academic year at

his/her own expense before demand for payment is made. Said promissory note and voluntary payroll deduction assignment shall be automatically canceled by the Commissioner upon presentation by the employee of evidence that the employee received a grade of C in the course.

ARTICLE XVI
EDUCATION AND TRAINING

Section 1: Study Leave Program

- A. Leaves of absence for study with pay may be granted to an employee to improve his knowledge and skills in an appropriate field of study. Such leave shall not exceed twelve (12) calendar months subject to an extension for like period provided no other employee 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.
- B. Applicant must state:
1. Years of service in V.I. Government;
 2. Period of leave sought;
 3. Accredited Institution where study is to be pursued; and
 4. Plan of study and goal sought to be achieved.

Applicant must have at least three (3) years continuing service in the Department immediately prior to the date of application in order to be eligible.

- 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, and a final certificate of satisfactory completion of the study program. Failure to report satisfactory interim progress or final completion may be cause for a withdrawal of leave status in whole or in part.
- D. An employee granted study leave is required to perform at least two (2) years' service with the Department following termination of such leave. If the employee resigns prior to the expiration of said two year period the Employer may offset pro-rata the cost of the years' pay against any cumulative annual leave payment which may become due to the employee.

ARTICLE XVII
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 make every effort to fill job vacancies from within the Department providing 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 Department. 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 make 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 seniority and qualification. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee who is promoted shall be placed in the higher rated job for a trial period of (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 Department 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 six (6) payroll periods.

Section 5:

In the event of a written assignment to a higher classification, made solely for the convenience of the Department, in excess of six (6) work days, the Employer shall pay the employee the rate of the higher classification for the duration of time of the work performed.

Section 6:

In the event of a transfer to a lower classification made solely for the convenience of the Department, 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 Employer.

Section 8:

The Union shall have the right to request the Department Head to request a desk audit on the skills, duties, authority or responsibilities of any position included in the bargaining unit.

ARTICLE XVIII
RATES OF PAY

Section 1: See Proposed Stipulation

Section 2: Credit for Prior Experience

It is agreed that for every two (2) years of prior verifiable work experience, employees in the following job classifications to be determined by and agreed by the Union and the Division of Personnel shall be credited with one (1) year of service for a maximum of seven (7) years.

Section 3: Reallocation

An incumbent of any position who is reallocated to a higher grade on the classification and pay system shall receive compensation at the first step within such higher grade that results in an actual increase in the compensation he was receiving at the time of his reallocation.

Section 4: Demotion or Bump Back

In the event of a demotion or bump back, an employee reduced to a lower position shall receive the same in-step salary of the lower position or his present salary, whichever is lower.

Section 5: Pay Plan

The Employer agrees to negotiate for the adoption of a new pay plan in replacement of the current pay scale.

It is understood and agreed that no new plan pursuant to this section shall be adopted or implemented without prior collective bargaining with the exclusive representative of the bargaining unit.

Section 6: Holiday Pay

When a holiday falls during the work week of a non-shift employee he shall be paid eight (8) hours pay for the holiday at his regular base rate of pay. If the employee is required to work on a holiday he shall be compensated at two times (2) his regular base rate of pay for such time worked.

Shift employees regularly assigned to work on Sunday shall not receive holiday pay for work on those days.

When a holiday falls on a shift employee's normal day off, he shall receive a day off with pay within the next payroll period in lieu of the holiday, except when the holiday falls on a Saturday.

Section 7: Call-Back Pay

A. In the case where an employee is called back to work after leaving the regular tour, or is called back to work during the scheduled time off, and such employee accepts, the overtime payment shall be made to said employee at the rate of one and one half (1½) times his/her regular rate with a guarantee of a minimum of two hours of pay. Time shall be computed from the time the employee called back. Subsequent call back(s) in each two (2) hour period shall constitute a single instance of call-back for purposes of overtime compensation. Pay under this provision is to be distinguished from pay for scheduled work performed on a holiday.

B. If an employee is called back to work on a holiday or from a vacation, said employee shall be guaranteed a minimum of two (2) hours and shall be paid at the rate of two (2) times his regular rate of pay.

Section 8: Equal Pay

Employees assigned to the same grade or job classification shall be paid at the same rate of pay, subject to Article V, Section 2(b).

Section 9: Shift Differential

An employee, who 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 differential at the following rates:

A. For night work from 5 to 8 hours duration in a regular eight hour shift, a differential of ten percent (10%) of his basic rate of pay;

B. For more than eight hours of night work a differential of fifteen percent (15%) of his basic rate of pay; provided that the night duty assignment was not made at the behest of the employee.

ARTICLE XIX
LABOR-MANAGEMENT COMMITTEE

Section 1:

The Employer and the Union agree to establish a Joint-Labor Management Committee, consisting of four representatives from each side. The Committee will meet at the call of either side and not less often than once each calendar quarter. Minutes and proceedings of the meetings shall be kept by the Secretary. Agenda items will be submitted by either party three (3) working days in advance of each meeting.

Section 2:

An equal number of Union and Employer representatives will attend the scheduled meetings. Union representatives, who are also employees, will suffer no loss of pay for time spent in attendance at such meetings held during work time. The Chairperson and Secretary shall be rotated between the parties on an alternating basis.

Section 3:

The Joint Labor-Management Committee will 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; the implementation of Equal Employment Opportunity and related matters; recommendations concerning conditions affecting the health and safety of the employees.

It is expressly agreed that individual grievances will not be discussed during Committee hearings.

ARTICLE XX
MISCELLANEOUS PROVISIONS

Section 1: Employee Rights

All employees shall be entitled to all the rights, benefits and privileges of "career" or "classified" employees as that term is defined in V.I. Code.

Section 2: No individual Contracts

There shall be no individual contract between the Employer and any of the employees covered by this Agreement.

Section 3: Job Descriptions

- A. An employee shall receive a job description for his classification. Such job description shall indicate examples of the duties and responsibilities of the job classification. Employees shall not be required to perform work which is not directly related to his/her job description.
- B. Any change in a job description shall not be effective without prior notification to the affected employee and the Union.

Section 4:

Each employee in the bargaining unit shall receive an annual performance evaluation to be conducted by his or her immediate supervisor. Upon completion of an evaluation, the affected employee shall have the opportunity to review the same and shall retain the right to indicate in writing regarding his acceptance or disagreement in a space provided for either purpose. No performance evaluation shall be placed in an employee's personnel file without prior notice to the employee.

Section 5: No Discipline or Discharge Without Just Cause

No employee shall be disciplined or discharged without just cause.

Section 6: Random Drug Testing

All employees shall be subject to random drug testing in accordance with the Government of the Virgin Islands Drug Free Work Place Policy in the Employee Handbook and the Federal Drug Free Workplace Act Section 702 of USC Title 41.

Section 7: Health Card Renewal/Examinations

The Employer shall be responsible for the payment of fees for health cards and renewal examinations for all employees who are required and is performing work in the abattoirs of the Employer.

Section 8: Personal Periods

- A. Except for shift employees, an employee shall be allowed two (2) fifteen minute personal periods. Each of these periods will be paid time. Said employees will also be allowed a specified amount of unpaid time off for lunch, which in no event shall be less than thirty (30) minutes nor more than sixty (60) minutes.
- B. Shift employees shall not have scheduled personal or lunch periods, but shall be continuously on-duty for the eight hour shift. These employees, consistent with good operations, will be permitted reasonable time for necessary personal or meal time. Meals will be eaten in designated areas near their work stations.
- C. A shift employee shall be at his work station ready to work at his starting time at the beginning of his shift and shall remain at his work station until the completion of his shift and until he has been properly relieved. In no event shall a shift employee be required to work longer than sixteen (16) continuous hours without his consent.
- D. An employee, when required and authorized by his Supervisor to work through his lunch period, shall be paid for the lunch period worked in accordance with the overtime and holiday provisions of this Agreement.

Section 9: Punch Clocks

Punch clocks shall be located in areas reasonably convenient to employees for the timely and proper reporting of in and out time.

Section 10: Time and Attendance Reports

Upon the request of any employee, the supervisor shall provide a copy of the time record and prior approved overtime hours worked to such employee before submitting same to payroll.

Section 11:

The Employer agrees to establish standard operating procedures for the operation of heavy equipment and other machinery.

Section 12:

When the Employer requires an employee to maintain licenses or permits necessary to perform the employee's assigned responsibilities, the Employer shall pay for the cost of maintaining such licenses or permits except basic private vehicle driver's licenses.

Section 13: Uniform Allowance

The Employer shall pay to each employee, who is required to wear a uniform the sum of Three Hundred Seventy Five Dollars (\$375.00) at the beginning of each Fiscal Year for the purchase of uniforms. Uniforms shall be prescribed by Departmental regulations.

Section 14: Uniforms

- A. **Footwear**: One (1) pair of industrial grade work boots (that meet or exceed OSHA standard) shall be issued to each equipment mechanic and heavy equipment operator and one (1) pair of rubber boots shall be issued to abattoir staff annually, at the discretion of Management, subject to normal wear and tear.
- B. Each abattoir staff shall be issued five (5) coveralls or jumpers and lab jackets and each garage employee shall be issued two (2) sets of coveralls. These uniforms are subject for replacement as needed, at the discretion of Management subject to normal wear and tear.

Section 15: Basic Hand Tools

Employees shall be required to have the basic hand tools of their trades or professions. The Employer shall provide all other tools or equipment including rubber boots, hard hats and goggles where applicable, at no cost to that employee for the performance of the job function.

Section 16: Responsibility for Equipment

The Employer agrees to furnish suitable equipment and supplies which are necessary for the performance of the employee's function. The employees agree to utilize such equipment and supplies as provided. An employee shall be responsible for all equipment signed out to that employee, normal wear and tear excepted.

An employee shall bear the cost of repairs or replacement of equipment if the equipment is lost or damaged due to abuse and/or negligence.

Section 17: Use of Personal Car

Employees shall not be required to utilize their personal vehicles in the performance of their duties on behalf of the Government.

Section 18: Duties

- A. When equipment operators are unable to operate their equipment because of inclement weather, mechanical malfunction or other reasons, they may be assigned to alternative duties.
- B. Maintenance employees shall be employed primarily in servicing, repair and rehabilitation of existing facilities and equipment. New construction of a major nature shall not be performed.

Section 19: Rest Room Facilities

Lavatories, showers, towels, soaps, lockers and changing facilities properly ventilated shall be provided by the Departments/Agencies at no cost to the employees where applicable.

Section 20: Lockers/Locker Room Facilities

The Government agrees to provide locker rooms facilities. Lockers shall be provided subject to the availability of funds.

Section 21:

Water coolers with clean drinking water shall be located in areas accessible to all employees.

Section 22: Reassignments

An employee to be permanently reassigned from one functional unit to another shall be given at least five (5) working day's notice by the Employer prior to the reassignment. In the event of any emergency, Management reserves the right to reassign as necessary.

Section 23: Advance Notification for Off-Island Assignments

Reasonable advance notice shall be given when employees are being required to work outside their regular duty area.

Section 24: Expenses for Off-Island Assignments

When for the convenience of the employer, an employee is temporarily required to work off-island, the Employer shall provide said employee with the necessary transportation and reimbursement for any out-of-pocket expense incurred in connection with such work upon presentation of receipts as prescribed by Executive Order.

Section 25:

Equipment operators, who are required to perform their assigned duties in remote locations, shall be issued a hand held radio, and once every two (2) years, at the discretion of Management, shall be issued raingear apparel including pants, jackets and hoods.

Section 26:

The Employer shall not require any employee to transport hazardous or petro-chemical products unless such materials are stored in approved containers utilizing a safe method **to** transport per OSHA requirements. An employee, who is required to handle dangerous materials, will be provided with the necessary training to do so safely.

Section 27: Employer's Meetings

Meetings requested and held by the Employer on the employee's time-off shall be compensated for at one and one-half (1½) times the employee's hourly base rate of pay, provided that this shall not apply to training sessions.

Section 28: Union Shop Stewards' Meetings

The Employer shall permit Union meetings of Shop Stewards upon reasonable notice monthly not to exceed two (2) hours. Such meetings will be scheduled and coordinated by any Chief Shop Steward. Space for such meetings shall be provided for by the Employer. The Employer shall receive reasonable advance notice of such meetings.

ARTICLE XXI
NO STRIKES OR LOCKOUTS

Section 1: No Strikes - No Lockouts

During the term of this Agreement, there shall be no strike or other work stoppage or slowdown or lockout. Participation by employees in an act violating this paragraph will be cause for immediate disciplinary action by the Employer, which shall be subject to the Grievance and Arbitration clause of this Agreement.

Section 2: Affirmative Action

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

ARTICLE XXII
HEADINGS FOR CONVENIENCE ONLY

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

ARTICLE XXIII
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, such provision, to the extent only that it is so in violation, shall be deemed ineffective and unenforceable, and shall be deemed severable from the remaining provisions of this Agreement, while remaining provisions shall not be affected. The provision affected shall be renegotiated by and between the Union and the Employer.

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 Department and the Union.

ARTICLE XXV
DURATION AND BINDING EFFECT

Section 1:

This Agreement shall be effective on October 1, 2015, upon ratification by the employees in the appropriate bargaining unit and approved by the Governor, and shall expire at midnight of the thirtieth (30th) day of September 2018.

Section 2:

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

Section 3:

The Government is fully aware of the social and economic consequences of layoffs. The Government will 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 Government also agrees to meet and discuss with the Union any such plans prior to implementation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

GOVERNMENT OF THE VIRGIN ISLANDS

BY: _____

Natalie Nelson Tang How, Esq.
Chief Negotiator Designee

DATED: _____

2-11-16

OUR VIRGIN ISLANDS LABOR UNION

Mr. Ricky Brown, President
Chief Negotiator

DATED: _____

2/11/16

APPROVED: _____

HONORABLE Kenneth E. Mapp
Governor of the Virgin Islands

DATE: _____

03-18-16

GOVERNMENT OF THE VIRGIN ISLANDS
OFFICE OF COLLECTIVE BARGAINING

..... *
Government of the U.S. Virgin Islands
And
Our Virgin Islands Labor Union
OVILU-DOA
..... *

Wage Agreement FY'16-FY18

STIPULATION

WHEREAS, the Our Virgin Islands Labor Union ("OVILU" or "Union") is recognized by the Government of the Virgin Islands as the exclusive bargaining representative for the Department of Agriculture (Non-Supervisory employees;

WHEREAS, the Government of the Virgin Islands and OVILU are parties to a Collective Bargaining Agreement made effective October 01, 2015 to September 30, 2018;

WHEREAS, the Parties commenced negotiations of the pertinent Collective Bargaining Agreement on or about January 28, 2016 and concluded negotiations on January 28, 2016;

WHEREAS, the Parties are now desirous of entering into a Stipulation regarding rates of pay that shall be subject to ratification by the members of OVILU and the Governor of the Virgin Islands;

WITNESSETH

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound, the Parties tentatively agree and covenant as follows:

1. Effective October 1, 2015, (FY'16), the Parties mutually agree to adopt the DA Pay Plan dated October 1, 2015, which is attached hereto and made a part of the "Union" collective bargaining agreement, to accommodate a minimum entry-level of \$20,001.

Handwritten signature and date: 1-28-16

Handwritten date: 10/1/23

1. Effective October 1, 2010, (FY'11), all employees in the bargaining unit shall receive a zero percent (0%) general salary increase.
2. Effective October 1, 2011, (FY'12), all employees in the bargaining unit shall receive a zero percent (0%) general salary increase.
3. Effective October 1, 2012, (FY'13), all employees in the bargaining unit shall receive a zero percent (0%) general salary increase.
4. Effective October 1, 2013, (FY'14), all employees in the bargaining unit shall receive a \$500.00 net lump sum pay out.
5. Effective October 1, 2014, (FY'15), all employees in the bargaining unit shall receive a \$500.00 net lump sum pay out.
6. Effective October 1, 2015, (FY'16), all employees in the bargaining unit shall be placed on the DA Pay Plan at their current grade and step.
7. Effective October 1, 2015, (FY'16), all employees in the bargaining unit shall receive an increase of six (6) incremental steps on the DA pay plan dated October 1, 2015. Such salary increase shall be reflected on the attached DA Pay Plan.
8. Effective October 1, 2016, (FY'17), all employees in the bargaining unit shall receive a zero percent (0%) general salary increase.
9. Effective October 1, 2017, (FY'18), all employees in the bargaining unit shall receive a zero percent (0%) general salary increase.
10. The Collective Bargaining Agreement shall have a term of three (3) years commencing on October 1, 2015 and expiring on September 30, 2018.
11. Bargaining unit members shall not be entitled to movement on the pay plan after the expiration date of the agreement unless a new agreement is negotiated.
12. This Agreement shall automatically be renewed from day to day following its expiration unless either party notifies the other in writing of its intent to commence negotiations

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Jm
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on a new contract. Such notice must be sent not less than ninety (90) days and not more than one (1) year prior to the expiration of the contract.

13. The agreement shall not become effective unless ratified by the membership of the Our Virgin Islands Labor Union (Department of Agriculture) Non-Supervisory bargaining unit and the Governor of the United States Virgin Islands.

Approved:


Natalie Nelson Tang How, Esq.
Chief Negotiator
Office of Collective Bargaining

Date: 1-28-16

Approved:


Ricky Brown, President
OVILU-DOA Staff Representative
Our Virgin Islands

Date: 1/28/16

Approved:


Honorable Kenneth E. Mapp
Governor of the United States
Virgin Islands

Date: 03-18-16