

COLLECTIVE BARGAINING AGREEMENT

between

**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PUBLIC WORKS**

and

**OUR VIRGIN ISLANDS LABOR UNION
(OVILU)**

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

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, by and between the V.I. Department of Public Works ("DPW") of the Government of the U.S. Virgin Islands ("GVI"), hereinafter referred to as "DPW", "Employer", "Department" or "Agency", and OUR VIRGIN ISLANDS LABOR UNION (OVILU), hereinafter referred to as the "Union" or "OVILU".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer, employees covered by this Agreement, and the Union, 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 non supervisory employees in DPW who hold the personnel positions as certified by PERB for OVILU.

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. Employer agrees to notify the Union in writing, when a new employee is to be hired. The Union shall have the right to refer applicants to the V.I. Division of Personnel to apply for the vacancy in accordance with GVI's Personnel Policies and Procedures.

- B. This provision shall not be deemed to require the Employer to hire the applicant(s) referred by the Union or to preclude the Employer from hiring an applicant(s) from other sources.

- C. A copy of the NOPA for each newly hired employee 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:

Employer agrees to provide each employee with an itemized statement in each pay period including hours of work during that pay period, accumulated sick and annual leave, and all deductions made from his wages. Such information may be electronically transmitted and Employee may request assistance from Employer to access the information as deemed necessary.

Section 2:

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

ARTICLE III
HOURS OF WORK AND OVERTIME

Section 1: Work Week

A standard work week consists of forty (40) hours. The work week for an employee begins at 12:00 a.m. on Sunday and ends on 11:59 p.m. on Saturday.

Section 2: Overtime Pay

Wages at the rate of one and one-half (1½) times the employee's regular hourly rate of pay shall be paid in the following instances, provided overtime has been approved in writing by employer:

- 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 regular hourly rate of pay shall be paid for actual work performed in excess of forty-eight (48) hours in a work week.

Actual hours worked includes any work performed per day, exclusive of holiday, sick leave, annual leave, administrative leave, and leave without pay.

Section 3: Distribution of Overtime Work

- A. When the Employer determines that work must be done on overtime basis, it will be authorized in writing by Employer. To the extent possible, the Employer will give advance written notice of the overtime required, except in cases of emergency.
- B. Nothing in this section shall require Employer to assign work on overtime that is not needed or which can be accomplished by employees during regular working hours. No employee shall be

forced to take time off employee's regular schedule to avoid the payment of overtime for hours worked outside the employee's 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 subjected to disciplinary action as the circumstances warrant.

D. Any employee claiming to be overlooked in overtime assignments by classification must notify employer and if warranted, employer shall offer, that employee, the next overtime opportunity available.

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 to become and remain a member of the Union.

Section 2: Union Dues

- A. It shall be a condition of employment that each employee covered by this Agreement pay and continue to pay to the Union either dues or payment-in-lieu of dues as required by law. The Union reserves the right to change the amount of dues herein during the term of this Agreement after reasonable notice to the Employer. The Union shall assume the costs associated with any changes to the check-off procedure. This paragraph shall not be construed to require any employee to be or remain a member of the Union.
- B. A payment-in-lieu of dues shall be, as is provided in 24 V.I.C. section 373(d) (Act No. 4440), an amount equal to the costs to the Union for representation purposes proportioned among the members of the bargaining unit or an amount equal to the dues of a member, whichever is less or as otherwise provided by law as amended.
- C. Employee shall choose whether to pay dues as a member or payment-in-lieu of dues as a non-member of the Union. All members of the bargaining unit represented by OUR VIRGIN ISLANDS LABOR UNION (OVILU) 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 payment shall not be higher than dues deducted

from union members and will be deducted from the pay of such employees under an authorization provided for this purpose to employer. The reasonableness of the amount may be appealed by employee to THE PUBLIC EMPLOYEES RELATIONS BOARD, ("PERB") P. O. BOX 25435, Gallows Bay, St. Croix, U.S. Virgin Islands, 00824-1435 or an address as otherwise provided by PERB.

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 an employee covered by this Agreement who is not a member of the Union shall, within forty-five (45) days after the execution of this Agreement or after being newly hired, pay Union dues or 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, initiation fee(s) or payments-in-lieu of dues shall be forwarded to the Union by employer identifying each employee with employee number and the individual deduction. Said deductions shall be transmitted to the Union, by check or as otherwise mutually agreed upon by the Parties, payable to the Union's address below, or as otherwise provided by the Union:

Our Virgin Islands Labor Union
P.O. Box 8624
Christiansted, 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, payments-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, subject to the provisions of this Agreement, by:

- A. Directing and supervising the employees of this bargaining unit;
- B. Determining qualifications and standards for hiring and the content of examinations thereof;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging employees;
- D. Maintaining efficiency of operations;
- E. Determining methods, means and personnel by which the Employer's operations are to be conducted;
- F. Taking such action as may be necessary to carry out the mission of the Public Employer in times of emergency; and
- G. Performing any Departmental or managerial function not limited by the terms of this Agreement.

Section 2:

- A. The Employer shall have the right, in its discretion, to adopt, amend, revise or revoke any job description or classification in the best interest of the 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, 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: Sick and Annual Leave:

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

For the convenience of covered employees, the contents of selected provisions of the Virgin Islands Code pertaining to sick and annual leave are as follows:

B. Annual Leave (Title 3, Chapter 25 § 582):

Notwithstanding the provisions of section 581 of this title, and except as provided in 2 V.I.C. § 41 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 day for each full biweekly pay period for an employee with less than 3 years of service;
- (2) three-fourths day for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth day, for an employee with 3 but less than 15 years of

service; and

(3) one day for each full biweekly pay period for an employee with 15 or more years of service.

C. Annual leave shall be scheduled and shall be granted for periods of time requested by the employee if such time does not unduly disrupt the operations of Employer. The employee shall be notified of any change in his scheduled vacation at least sixty (60) days prior to the starting date of said vacation. If two (2) or more employees request annual leave at the same time, the employee with the greatest seniority as it relates to total years of service with Employer shall be given his/her choice of annual leave period.

The following sections 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:

An employee whose request for annual leave is denied shall be advised in writing of the reasons for the denial. Such employee shall be provided with the opportunity to select alternative dates for taking annual leave. The Employer shall submit a copy of its annual leave policy to the Union office.

Section 4: Sick Leave

A. Except as provided in Title II, Section 41 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 and set forth in the Government of the V.I. Handbook issued by the V.I. Division of Personnel:

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. An employee must submit a leave slip for an absence from duty for which sick leave is requested, regardless of the length of such absence. Unless sick leave has been granted pursuant to prior request an employee must, as soon as possible on the day of absence from duty, inform his/her immediate supervisor that he/she will not be reporting for work that day due to sickness, injury or disability.
3. Employer shall keep accurate and complete records of all absences from duty by each employee and of all reports of illness and requests for sick leave by each employee. Any employee, who knowingly falsifies request for sick leave shall be subject to disciplinary action up to and including dismissal.
4. Proof of sickness for absence for two (2) or more consecutive days including absence on the day immediately preceding or immediately following any weekend, or legal holiday, shall require a certificate from a practicing physician certifying employee is incapacitated to work.
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 calendar 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 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 changed to annual leave or leave without pay.
- C. When required by serious disability or ailment(s) as certified by a treating physician, up to thirty (30) days sick leave may be advanced upon approval by the Commissioner in accordance with V.I.C. Title 3 Section 583, Sick Leave.
- D. Sick leave which is not used by an employee accumulates for use in succeeding years not to exceed 480 hours, as approved by Employer.

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 released from jury duty on/or before 12:00 noon, the employee shall return to work.

Section 6: Bereavement Leave

An employee who suffers the death of his spouse, parent(s), child(ren), grandparent(s), brother(s), sister(s), or spouse's parent(s) or legal guardian(s) subject to proof of relationship to deceased relative, shall be entitled to four (4) days administrative leave with pay. This leave shall be taken within the period immediately following the death and up to one (1) week after the burial, unless otherwise approved by employer.

An employee who suffers the death of a common-law spouse, aunt(s), uncle(s) or another immediate family member shall be allowed to utilize annual leave for bereavement purposes.

Section 7: Military Leave

Employer 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 by the branch in which employee is enlisted. To the extent possible, employer shall be notified at least thirty (30) days prior to activation or participating in military duties. Should an employee fail to return or notify employer of the termination of such military duties, employee may be subject to disciplinary action.

Section 8: Other Leave

Upon presentation of medical certificate confirming pregnancy, an employee may apply for and shall be granted leave, utilizing any accrued paid leave, to include sick and/or annual leave. Additional unpaid leave may be requested subject to the approval of the employer. An employee on 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: Leave of Absence

- A. Employee, for good cause, shall be granted leave of absence without pay and without loss of seniority or other employment benefits, provided that such leave of absence do not unduly disrupt the operations of the Employer.

- B. Such leave 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 subject to the approval of the Employer not exceed one (1) year.

C. Only employees 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 the reasonable discretion of the Employer.

Section 10: Insurance

Health insurance shall be offered to all employees as set forth in Title 3, V.I. Code, Sections 631-640.

Section 11: Duty Connected Disability

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

Section 12: Miscellaneous Benefits

Other benefits shall be as set forth in Title III of the V.I. Code:

- \$641 "Payroll Deductions for Purchase of Bonds";
- \$642 "Withdrawal of Authorization to Purchase Bonds";
- \$643 "Service and Merit Awards";
- \$644 "Awards to Government Employees";
- \$645 "Appointment of Committee on Awards".

Section 13: Family Medical Leave Act

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

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) working days in each instance), provided the employee's absence will not unduly impair the employer's day to day 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 employer shall 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 employee's 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 Employer from employee's original date of hire or from the date of employee's 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 employee's job classification. An employee assigned to a new classification must complete employee's ninety (90) day probationary period before employee receives a 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. Extension of the probationary period may be recommended by Employer and subject to approval by the director of DOP up to twenty-four (24) months from the original date of appointment in accordance with the Government of the Virgin Islands employee handbook. Upon completion of the probationary period, the employee shall accrue service and job classification seniority retroactive to date of hire.

Section 3: Part-Time and Temporary Employees

Temporary employees shall not accrue any seniority rights.

Section 4: 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.

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/Agency, 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 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 employer 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 employee was laid off provided employee has the ability to do the required work without additional training.
2. Employee shall be notified of recall by certified mail, return receipt requested, to the employee's last known address contained in Employer's records. Simultaneously, a copy of said notification shall be given to the Division Shop Steward and will be sent to the Union at the address set out in Article IV. During the period of lay off, each laid off employee shall keep in contact with employer's HR Office in person, or in written form (i.e. letter, email, or text), on at least a biweekly basis. Any employee who fails to respond to employer's request to return to work within ten working days, shall be consider to have abandoned the position.

D. Classification Seniority List

Within thirty (30) days after the execution of this Agreement and every six (6) months thereafter, Employer shall furnish to the Union a full and complete list of all bargaining unit employees with dates of hire and dates of service within their current job classification; 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 in writing within thirty (30) days after the posting of said list on all bulletin boards, together with a copy of this section of the Agreement, by filing a written complaint with the Employer specifying the alleged inaccuracy or inaccuracies. If no complaint is filed within the specified time limit, the list shall be for all purposes binding and conclusive unless employer agrees to revisit at an earlier date before the next six (6) month period.

Section 7:

Employer shall not be hire any new employees 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 employee:

- 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 5 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 at least two (2) years, or the length of the employee's service when the absence began, whichever is shorter; or

G. Fails to report for work after being off duty due to a compensable industrial injury or accident within five (5) working days after employee receives medical release to return to work by treating physician.

Section 9:

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

Section 10:

In the event the employee's position is being eliminated, employee has an option to accept an offer as set forth in Section 9 above.

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 the interpretation, application or performance of any provision 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 or Designee 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. Notification must be in writing and a copy shall be submitted to the employee, the Chief Shop Steward and the Union.
- B. For a grievance involving discharge, suspension or demotion, a meeting between the Department Head or Designee, the Chief Shop Steward or any 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 or Designee Agency Head. Within five (5) working days after this meeting has been held, the Department Head or Designee shall advise the Union Representative, Chief Shop Steward and the employee of Employer's decision in writing.

- C. A Union grievance disputing the Employer's interpretation or application of a particular provision of this Agreement which generally affects a group of employees shall be filed by the Union with the Department Head or Designee not later than ten (10) working days after the date the Union learns or should have learned of the Employer's disputed interpretation or application of the Agreement provision.
- D. Any grievance 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, good faith efforts shall be made to settle 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 in the presence of the employee's 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 immediate supervisor 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 immediate supervisor's decision is not acceptable, the employee, the Chief Shop Steward, the employee's Shop Steward or the Union Representative may, within three (3) working days after receiving the answer in Step 1, appeal the decision by presenting a grievance in writing to the employee's Division Head or Designee 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 Division Head or Designee, the Union Representative, the employee's Shop Steward and the Chief Shop Steward shall be held to discuss the grievance within five (5) working days

after it has been presented to the Division Head or Designee. Within five (5) working days after this meeting has been held, the Division Head or Designee shall advise the employee, the Chief Shop Steward, the employee's Shop Steward and the Union Representative of the decision in writing.

Step 3: If the Division Head's decision in Step 2 is not acceptable, the Union, the employee, or the Chief Shop Steward may, within five (5) working days after receiving the decision in Step 2, appeal the decision to the Department Head or Designee.

Section 5: Demand for Arbitration and Selection of Arbitrators:

If decision of the Employer in Step 3 and/or Section 3B of this Article is not acceptable to the Union, the Union may, within ten (10) working days after delivery of the Department's final decision, 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 the PERB to provide a list of arbitrators, then either party may request the Federal Mediation and Conciliation Service ("FMCS") to provide the Parties 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 Employer shall then strike a name, until one name remains. The name of the person last appearing on the list shall be designated as the arbitrator and the 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: Definition of Working Day

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

Section 12:

The failure of any party to attend an arbitration hearing as scheduled by the Arbitrator shall not delay said arbitration from proceeding as scheduled.

Section 13:

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

If an employee is suspended for cause, employee's right to compensation shall remain unaffected until a grievance challenging the suspension has been disposed of, or the time limit in which to file a grievance has expired to wit, three (3) working days as set for in Article IX, Section 3 above, whichever occurs earlier.

ARTICLE X
NO DISCRIMINATION

Employer 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, ethnicity, political belief, marital status, religion, sexual orientation, national origin, age, gender or union membership or activity as may be provided by federal or local law where applicable. It is specifically understood that there shall be no discrimination and no attempt by either party to cause the other to discriminate, with respect to hire, tenure of employment or any term or condition of employment against any applicant for employment or any employee covered by this Agreement because of race, creed, ethnicity, political belief, marital status, religion, sexual orientation, national origin, age, gender or union membership or activity as may be provided by federal or local laws where applicable.

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

ARTICLE XI
EMPLOYEE PERSONNEL RECORD

Section 1:

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

Section 2:

Any information of a positive nature recorded in employee's personnel file shall be made known to the employee.

Section 3:

A copy of each employee's Notice of Personnel Action ("NOPA") shall be sent to the Union office located at Our Virgin Islands Labor Union P.O. Box 8624 Christiansted, VI 00823 or at such other address as provided by Union.

ARTICLE XII
HEALTH, SAFETY AND SANITATION

Section 1: Safety Rules

- A. 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 working hours. Employer will investigate and make every effort to correct unsafe, unhealthy or unsanitary condition(s) reported to it by the Union or employee and will consider recommendations made by the Union in respect thereto. All employees shall follow the employer's health, safety and sanitation rules, including those on the wearing and use of safety equipment and proper work clothing.
- B. Employer shall be responsible for developing guidelines for addressing the health and safety of the employees when there is a breakdown or malfunction of utilities. These guidelines shall be posted and made known to all employees.

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 after seeking medical attention and as determined by a physician that he or she be excused from work that day.
- B. In the event of a bona fide work related medical emergency, use of the employer's vehicle by a qualified operator to seek medical attention for the injured employee shall be reported to the HR office, by the operator of the vehicle.
- C. Any employee injured in any way or involved in any accident involving damage to Department property or the property of any third person, shall report immediately or no later than

24 hours after the accident or injury to or the HR office. If required by the employer, the employee shall supply all information within employee's knowledge concerning the accident, including names and addresses of witnesses to any accidents, and the details of any injury. Failure to comply with this provision may subject such employee to disciplinary action by the Department as circumstances warrant.

Section 3: Safety Equipment

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

Section 4: First Aid

Employer shall maintain a safe workplace free of health hazards, and provide or make basic first aid kit available for its employees as the need arises.

ARTICLE XIII

UNION REPRESENTATIVES' & SHOP STEWARDS' ACTIVITIES

Section 1: Shop Stewards

The Department/Agency shall recognize no more than one (1) chief shop steward per island, for the Department Public Works. There shall also be an alternate for each island. The chief shop stewards and the shop stewards shall have the right to participate in the investigation, adjustment and/or disposal of grievances. The shop stewards shall suffer no loss of pay for work time spent performing these activities.

Section 2: Notice to Department/Agency

Union shall inform the Employer in writing of the names of the shop stewards, union officers and other representatives who are authorized to act on behalf of the union. Union agrees to notify Employer within two (2) weeks of any change in the composition of the shop steward(s) and/or the names of Union officers and or other authorized representatives and to keep employer updated as to any further changes.

Section 3: Bulletin Board

Employer 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 Employer's premises 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 investigating, adjusting and/or discussing grievances, complaints, disputes and other matters pertaining to this Agreement. Union representatives shall comply with all applicable safety rules and regulations of Employer.

Section 5: Telephones

Access to ~~of~~ a telephone for local calls shall be permitted to 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 Employer shall meet and agree upon the 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 which release is subject to approval by Employer.

ARTICLE XIV
DISCIPLINE AND DISCHARGE

Section 1: Rights of Discipline

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

Section 2: Disciplinary Procedure

Except as enumerated in Section 3 below, disciplinary action shall not be implemented and made part of employee's personnel file maintained by Employer until the employee has first been notified of the proposed disciplinary action as set forth in Article IX, Section 3.

Section 3: Misconduct Warranting Immediate Disciplinary Action

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

- A. Theft; embezzlement or other crimes involving dishonesty;
- B. Fighting; (on or off Government premises);
- C. Gambling during working hours;
- D. Consumption of alcoholic beverages during working hours; reporting for work intoxicated;
- E. Sale, purchase or use of illegal drugs, or abuse of prescription drugs, narcotics or other controlled substances;
- F. Deliberate destruction or removal of the Employer's property, or that of another employee;
- G. Giving or taking a bribe of any kind;
- H. Conviction of a felony, and/or failure to inform Employer;
- I. Creating or promoting workplace violence by physical or verbal assault and/or threats or gestures of aggression; and
- J. Unauthorized use of Government Resources to include but not limited to, equipment, vehicles, supplies, etc. for personal financial gain.

The foregoing enumeration of causes for immediate discipline up to and including discharge is by way of illustration and shall not be deemed to exclude employer's right to discipline an employee, for any other cause, including but not limited to those enumerated in Section 500 of the Government Employee Handbook issued by the Office of the Governor-Division of Personnel, as may be amended from time to time and subjected to the disciplinary action steps provided therein. If employer decides to discharge an employee for a cause including any other not herein referenced, Employer may at its discretion, place an employee on administrative leave for up to five (5) working days pending the investigation, subject to additional extension as deemed warranted by Employer to complete the investigation. Continued leave may be with or without pay. Any back pay resulting from resolution of a grievance for such incident shall not exceed the amount of pay actually lost.

Section 4: Complaint Confrontation

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

ARTICLE XV
IN-SERVICE TRAINING AND CONTINUING EDUCATION

Section 1:

Attendance at professional development activities including training, workshops, seminars and conferences, is mandatory per advance notice by employer. Any employee who fails to attend such mandatory professional development activity may be subject to disciplinary action as the circumstances warrant, except for any of the following instances:

- A. Notwithstanding the sick leave policy set forth in Article VI herein, illness preventing attendance from mandatory professional development shall be substantiated by a treating physician, certifying that the employee was incapacitated for work;
- B. Illness or death of an immediate member(s) of employee's family substantiated by a treating physician;
- C. Pre-approved leave; or
- D. Other legitimate reason absence which is mutually agreed to by employer and employee.

Section 2:

If mandatory attendance for professional development as set forth in Section 1 above is held outside employer's premises but during an employee's regular working hours, employee will be paid at regular rate of pay for those hours.

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:

Professional development activities will be scheduled in advance by Employer and notice will be provided to employee.

Section 5:

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

Section 6: Tuition Reimbursement Program

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

- A. The course(s) of study to be taken by the employee must relate to the employee's field of employ as exclusively determined by employer.
- B. The course(s) must be taken at an accredited educational institution.
- C. If the course is offered at more than one scheduled time, the employee must choose 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 employer's work schedule, Employer will release employee 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 employee's regular scheduling and performance of work.
- D. An employee will be released from work only upon approval of the course by employer and after providing evidence of employee's enrollment in the course to employer

- E. Upon submission of evidence of enrollment and satisfactory completion of the course with a grade of C, or better employer will reimburse employee's tuition costs and fees, including books and similar course materials, not to exceed \$500.00 per semester. However, employer may grant, in its discretion, additional reimbursement in appropriate cases.
- F. An employee 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. In the event of failure to receive a passing grade of C, or better employee may take the course a second time employee's at own expense. Said promissory note and voluntary payroll deduction assignment shall be automatically canceled by employer upon presentation by the employee of evidence that the employee received a grade of C or better in the course.
- G. Tuition reimbursement program is subject to the availability of funds and will be based on first come first serve basis as approved by employer.

ARTICLE XVI
EDUCATION AND TRAINING

Study Leave Program

- A. Leave of absence for study with pay may be granted to an employee to improve employee's knowledge and skills in an appropriate field of study. Application for study leave shall be subject to prior approval by employer. Such leave shall not exceed twelve (12) calendar months subject to an extension of time period as approved.
- B. Applicant must state:
- Years of service in V.I. Government;
 - Period of leave sought;
 - Accredited Institution where study is to be pursued;
 - Plan of study and goal sought to be achieved.

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

- A. 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.
- B. An employee granted study leave is required to perform at least two (2) years service with the Department/Agency following termination of such leave. If the employee resigns prior to the expiration of said two (2) 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. Employer shall fill job vacancies from within with consideration given to employee's work performance history and qualifications, prior to any transfer or hire of new employees from outside the Department.

Section 2:

Notice of 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 shall include the Job title, salary and a brief description of job duties, qualifications and necessary skills. Employees who complete an application during the ten (10) working day period will be considered for the position. Employee may dispute the final selection as deemed necessary.

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.

Section 5:

In the event of a temporary assignment of an Employee authorized by Employer to work in a higher classification for a duration lasting longer than two (2) payroll periods, Employee shall be paid at Employee's regular rate of pay, plus five percent (5%) or the minimum rate of the labor grade to which Employee is temporarily assigned, whichever is higher, retroactive to the first day of assignment.

Section 6:

In the event of a transfer of Employee to a lower classification authorized by Employer, Employee shall be paid at Employee's 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 employer to conduct 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:

1. Our Virgin Islands Labor Union is recognized by the Government of the Virgin Islands as the exclusive bargaining representative for the Department of Public Works (non-Supervisory employees).
2. See attached Pay Plan and Wage Agreement.
3. Bargaining unit member shall not be entitled to movement on the pay plan after the expiration date of the agreement unless a new agreement is negotiated.
4. This agreement shall not become effective unless ratified by the membership of the Our Virgin Islands Labor Union ("OVILU") and approved by the Governor of the United States Virgin Islands.

Section 2: 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 3: 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 4 Holiday Pay

When a holiday falls during the work week of an 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.

Section 5 Call-Back Pay

- A. In the case where an employee is called back to work after leaving the regular tour, the overtime payment shall be made to said employee at the rate of one and one half (1½) times his regular rate with a guarantee of a minimum of two (2) 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 6: Equal Pay

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

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 at least 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 at least 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 working hours. The Chairperson and Secretary shall be rotated between the parties on an alternating basis as mutually agreed upon by the Parties.

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, provided that no right, benefit or privilege under Title 3, Chapter 25 shall apply unless specifically alluded to in this Agreement.

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: Locker/Shower Facilities

As deemed necessary, employee(s) shall have access to shower and lockers located in a properly ventilated area an employer's premises.

Section 4: Personal Periods

- A. An Employees, an employee shall be allowed up to two (2) fifteen minute paid personal periods as designated by Employer. Said Employee will be allowed a specified amount of unpaid time off for lunch, not to exceed sixty (60) minutes per day.

- B. 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 5: 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 6: Union Shop Stewards' Meetings

Employer shall permit monthly Union meetings of Shop Stewards on its premises upon advance notice to employer and such meeting shall not exceed one (1) hour. Such meetings will be scheduled and coordinated by a Shop Steward in the location designated by employer.

Section 7: Expenses for Out of District Assignments

When for the convenience of the employer, an employee is temporarily required to work out of district, employer shall provide said employee with the necessary transportation and reimbursement for any approval out-of-pocket expenses incurred in connection with such work upon presentation of receipts as required by employer.

Section 8: Advance Notification for Out of District Assignments

Reasonable advance notice shall be given when employees is required to work outside employee's regular duty area.

Section 9: Job Descriptions

- A. Employee shall receive a job description for employee's job classification. Such job description shall include examples of the duties and responsibilities of the job classification. An employee shall not be required to perform work which is not directly related to employee job description.
- B. When equipment operator(s) is unable to operate their equipment because of inclement weather, mechanical malfunction or other reason(s), they may be assigned other duties at the discretion of the employer.
- C. Any change in a job description by employer shall take effect upon notification to the affected employee and the Union.

Section 10: Use of Personal Car

Employee shall not be required to utilize employee's personal vehicle in the performance of employee's duties on behalf of Employer.

Section 11: Responsibility for Equipment

Employer agrees to furnish suitable equipment and supplies which are necessary for the performance of employee's job duties. Employee agrees to utilize such equipment and supplies as provided by employer. Employee shall be responsible for all equipment signed out to that employee, normal wear and tear excepted, and may be required to reimburse employer for any damage(s) to equipment as a result of abuse or negligence.

Section 12: 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.

The homemakers, maintenance, transportation and nutrition employees shall be added to the list of employees required to wear a uniform. Also, dietary employees shall be issued hair covering when preparing and serving food.

Section 13: 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 14: Random Drug Testing

Employee 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, as deemed applicable to employee.

Section 15: Punch Clocks

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

Section 16: Time and Attendance Reports

Upon the request of employee, the employer shall provide a copy of the approved overtime hours worked to such employee before submitting to payroll.

ARTICLE XX
SPECIAL PROVISIONS

Section 1: Basic Hand Tools

An employee shall be required to have the basic hand tools of employee's trade or profession. Employer shall provide all other tools or equipment at no cost to the employee for the performance of the job.

Section 2: Safety Equipment

Personal protective equipment ("PPE") shall be furnished by employer at no cost to the employee in accordance with OSHA requirements. Any employee supplied with PPE pursuant to this section shall bear the cost of its replacement or repair if lost or damaged by the employee's abuse or negligence, reasonable wear and tear expected.

Section 3: Uniforms and Uniform Allowance

- A. Five (5) sets of Uniforms shall be issued to employees at least every two (2) years as designated by employer, subject to earlier replacement at employer's discretion.

Personal protective equipment ("PPE") is part of employee's uniform and shall be worn at all times by employee in those positions requiring the use of PPE.

- B. The issued uniforms shall be worn working hours unless otherwise approved by the employer. For each employee required to wear uniform, employer shall pay up to six hundred dollars (\$600.00) per two (2) year period to the uniform provider as provided by the Employer.
- C. Employer shall provide hard hats, and safety glasses as needed. At least every two (2) years, one (1) pair of industrial grade work boots (that meets or exceeds OSHA standards) shall be issued to employees in the applicable job position(s) designed by employer.

Section 4: Telephones

Where a telephone is installed for departmental business it shall be accessible for personal emergencies.

Section 5: Extermination Services

All shops shall receive extermination services as needed.

Section 6: Physical Examination

Physical examinations shall be provided as follows:

Each Employee shall complete an annual physical examination as required by Employer and/or a fitness for duty certificate from Physician for the applicable employee based on job title.

The cost of the fitness for duty certification shall be covered by employer for the designated employee performing manual labor based on job title.

On at least an annual basis, employer shall be furnished with certification from physician for employee's fitness for duty.

Section 7: Alternate Duties

When equipment operators are unable to operate their equipment because of inclement weather, mechanical malfunction or other reasons, they may be assigned other duties.

Section 8: Reassignments

To the extent practical, the Employer shall provide at least three (3) days notice to an Employee to be permanently reassigned from one Division to another. Such notice shall be reduced writing upon authorization by Employer. In the event of an emergency, Management reserves the right to reassign Employee as deemed necessary without advance notice.

Section 9: Differential Pay

An Employee with a job title that includes duties that exposes employee to waste water, chemical or biological hazards including but not limited to the recovery of human and animal remains shall received a salary differential of one thousand five hundred dollars (\$1,500.00) per year.

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 constitute a violation of Virgin Islands or Federal law or regulations, such provision, to the extent only that it is in violation, shall be deemed ineffective, unenforceable, and severable from the remaining provisions of this Agreement, while the remaining provisions shall remain in force. 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 become operative at 12:01 a.m. of the 1st day of October, 2018, and shall expire at midnight of the thirtieth (30th) day of September, 2022.

Section 2:

This Agreement shall have no legal effect and shall be unenforceable unless ratified by the Union and signed by the Governor of the Virgin Islands. Any section of this Agreement that requires funding in order to be implemented, shall not become effective until the Legislature of the Virgin Islands has enacted legislation appropriating funding.

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 seal this _____ day of _____, 20__.

GOVERNMENT OF THE VIRGIN ISLANDS

OUR VIRGIN ISLANDS LABOR UNION (OVILU)

BY: 
Natalie Nelson Tang How, Esq.
Chief Negotiator

BY: 
Ricky Brown
President

DATED: 1-3-2019

DATED: 1/3/2019

APPROVED:



HONORABLE KENNETH E. MAPP
Governor of the Virgin Islands

DATE: 01-03-19

WAGE PROPOSAL

	WAGES	Comments
Wage Proposal	<p>(FY 2019): Slot on New Pay Plan (see attached)</p> <p>(FY 2021): Employees with 1-10 Years = 1 Step Employees with 11 or more Years = 2 Step</p> <p>Waive 1'Y 2011 - 2018</p> <p>Hazardous duty differential, effective October 1, 2018 (1'Y '19), employees in this bargaining unit whose home base is located at the DPW compound on the island of St. John shall be paid a hazard duty differential in the amount of \$500.00 which shall be applied to their base salary annually.</p>	

ACCEPTED: *[Signature]* *[Date]* FOR SUBMISSION TO IMPASSE: _____ (GVI) _____

