

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**GOVERNMENT OF THE VIRGIN ISLANDS  
VIRGIN ISLANDS POLICE DEPARTMENT**

**AND THE**

**POLICE BENEVOLENT ASSOCIATION**



**Effective Date: October 1, 2018**  
**Expiration Date: September 30, 2023**

*tyl*

INDEX

ARTICLE  
NUMBER

ITEM

PAGE

I	PREAMBLE	
II	RECOGNITION	
III	SCOPE AND COVERAGE	
IV	UNION SECURITY	
V	LEAVES	
VI	SENIORITY AND LAYOFF(S)	
VII	GRIEVANCE, ARBITRATION & DISCIPLINARY PROCEDURES	
VIII	NO STRIKES - NO LOCKOUTS	
IX	WORK WEEK SCHEDULE	
X	SALARY AND PAY ALLOWANCES	
XI	MANAGEMENT RIGHTS	
XII	MANAGEMENT RESPONSIBILITIES	
XIII	RETIREMENT, INSURANCE, BENEFITS & INCENTIVES	
XIV	NON-DISCRIMINATION	
XV	SALVINGS CLAUSE	
XVI	UNION COMMITMENTS	
XVII	VACANIES AND PROMOTIONS	
XVIII	TOTALITY OF AGREEMENT	
XIX	DURATION & BINDING EFFECT	
	APPENDIX "A"	
	SIGNATURE PAGE	



## PREAMBLE

### Section 1:

It is the intent of this Agreement to ensure that all of the people of the United States Virgin Islands receive the quality of police protection to which they are entitled and to insure sound mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic and full agreement between the parties covering rates of pay, wages, hours of work and other terms and conditions of employment.

### Section 2:

The Government of the Virgin Islands Police Department (hereinafter referred to as the "Employer") and PBA recognize their common interests in protecting and serving the Virgin Islands community beyond their collective bargaining relationship. Thus, they pledge to strive together to ensure that the members covered by this Agreement provide the highest quality of professional service and the Employer ensures that its employees meet the highest standards of law enforcement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:



**ARTICLE I**  
**SCOPE AND RECOGNITION**

For the purpose of collective bargaining with respect to salaries, rates of pay, hours of employment, and other conditions of employment, the Employer recognizes only the Policeman's Benevolent Association (hereinafter referred to as the PBA or as the bargaining unit) as the exclusive bargaining representative of all Police Officers, Police Detectives and Police Corporals (excluding police recruits) employed by the Virgin Islands Police Department in the District of St. Thomas/St. John and recognizes only the Police Benevolent Association, (hereinafter referred to as the PBA or as the bargaining unit) as the exclusive bargaining representative of all Police Officers, Police Detectives and Police Corporals (excluding police recruits) employed by the Virgin Islands Police Department in the District of St. Croix and herein after referred to as Employee or Employees.

This Agreement comprises the full agreement between the parties hereto as to the matters herein contained. During the term of this Agreement, no collective bargaining shall be had upon any matter covered by this Agreement, unless mutually agreed upon by the Employer and PBA. Neither shall the Employer implement any rule, regulation or general order pertaining to terms and conditions of employment unless specifically made a part of this Agreement or unless hereafter mutually agreed upon by Employer and upon in writing the parties agrees to act in good faith pursuant to 24 V.I.C. § 378.

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

Section 1: Union Membership

The Employer recognizes the rights of any police officer having the rank and/or designation of Police Officer, Police Detective or Police Corporal (excluding police recruits) to become a member in PBA, and will not encourage, discourage, discriminate or in any way interfere with the right of any such employee to become and remain a member of PBA in good standing.

Section 2: Union Dues

The Employer agrees to the establishment and maintenance of a check-off procedure, whereby the Employer, through the Department of Finance, shall make bi-weekly payroll deductions of regular periodic PBA dues. These deductions shall be based on an employee's written authorization to do so, submitted to the Employer by PBA. Deductions shall commence as of the date the Employer receives such written authorization. The Employer shall transmit through the Department of Finance, all sums deducted by check, bi-weekly to PBA. PBA shall advise the Employer in writing within 30 days of any individual who fails or declines to join the union.



**ARTICLE III**  
**LEAVE(S)**

Section 1: Annual Leave

Notwithstanding the provisions of Section 581 of Title 3 of the V.I. Code, employees who enter Government Service after June 30, 1968, shall accrue annual leave as follows:

- A. One-half day not including over-time for each full bi-weekly pay period for an employee with less than three (3) years of service;
- B. Three-fourths day not including over-time 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 days, for an employee with three (3) but less than fifteen (15) or more years of service; and
- C. One day not including over-time for each full bi-weekly pay period for an employee with fifteen (15) or more years of service.

Employees who return to the Government Service after an absence of no more than five (5) years shall accrue leave pursuant to § 581 of Title 3 of the V.I. Code at the rate accrued at the time of their most recent separation from Government Service unless such rate was less than specified above.

Section 2: Sick Leave

- A. An Employees regardless of tenure is entitled to accrual of sick leave as provided by Virgin Islands law, which may change from time to time.
- B. Following the exhaustion of an Employees' accrued leave, up to thirty (30) days sick leave may be advanced upon approval by the Commission of the Virgin Islands Police Department, when an employee reports a serious disability or ailment that affects performance of job duties. The employee must deliver medical documentation from a specialist and/or certified treating physician who treats that disability or ailment and that medical documentation must be submitted to the Human Resources Department for consideration under this sub-section. If insufficient, Human Resources Department will notify employee to provide additional medical documentation.
- C. Sick leave which is not used by an employee accumulates for use in succeeding years.
- D. Sick leave shall be granted to the employee, in accordance with the Employer's present policy



concerning "request for Sick Leave". Sick leave shall continue to accumulate while an employee is on leave with pay and Union business leave.

- E. A medical certificate of illness signed by a licensed physician, shall be required of an employee who is absent for a period of three days or more. A medical certificate may also be required for any absence occurring on the day prior to or immediately following a holiday, day off, special assignment or mandatory training. Employer may also request a medical certificate from employees who have a documented record of abusing the Department's time/attendance and leave policies, within a one (1) year period.
- F. An employee on sick leave shall not be visited nor telephoned by the Employer or any representative thereof except where such employee is apparently abusing sick leave. The Employer may telephone the employee in the instance of an emergency.
- G. An employee who reports sick while on annual leave shall have the right to charge the duration of such illness to sick leave. Such annual leave may continue after sick leave terminates only when no other employee of the respective unit is scheduled for annual leave during that time.
- H. The Employer shall renew the private gun permit of any covered employee who is on such or disability leave, except in cases where the employee is a danger to himself or the community.
- I. In the event an employee is absent without leave, the Employer may in its discretion, telephone or otherwise attempt to contact the employee and/or PBA to ascertain the employee's welfare or special needs.

### Section 3: Disability Leave

- A. An employee who is disabled by injuries received in the discharge of his duties shall be entitled to such benefits as prescribed by Title 3, V.I. Code, Section 584 a (d).

#### B. Medical Dispute

If any difference shall arise between the Employer and the PBA as to whether an employee is capable of performing the duties of a police officer, such difference shall be resolved as follows:

1. The employer and the PBA shall each separately retain a physician treating the area of medical concern of the employee to evaluate the employee's ability to perform his/her job



duties. If after receiving a determination by each physician the parties still disagree as to whether the employee is capable of performing his/her job, that question shall be submitted to a third physician mutually selected by the parties from a list of certified physicians treating in the medical area of concern and approved by the Government of the Virgin Islands Retirement Board. The medical opinion by the third physician after examination of the employee, and consultation with the other two (2) physicians shall make the final determination as to the employee's fitness to perform his/her job duties. The fees and expenses for the third and final physician engaged shall be shared equally by the Employer and the PBA.

- C. An employee who is disabled by injuries received in the discharge of his duties shall be entitled to such benefits as prescribed by Title 3, V.I. Code, Section 584a(d).

#### Section 4: Bereavement Leave

Any employee covered under the terms of this CBA is allowed up to four (4) days of bereavement leave (with pay) following the death of a parent, grandparent, spouse, child, sibling, or other family member who was residing with the employee at the time of that family members' death. Bereavement leave shall not be charged against an employee's annual or sick leave. However, a covered employee may apply for additional leave upon the death of a family member, and any request for such leave shall not be unreasonably denied. This additional leave, if granted, may be charged against the covered employee's annual leave bank.

Bereavement leave shall be taken within the period immediately following the death and/or up to one week after burial.

The Employer reserves the right to obtain from any covered employee confirmation of death and/or relation.

#### Section 5: Parental Leave

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 day 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. Employee shall provide to the employer medical certificate attesting to the birth and/or adoption of child.

Paternity leave may be granted to an employee who becomes a father of a newborn child or an adopting parent. Such leave changed to sick leave and/or annual leave and then leave without pay as approved by employer.

Section 6: Union Business Leave

- A. The bargaining committee which comprised employees designated by the PBA to serve as Union representatives shall be allowed Administrative Leave to participate in contract negotiations with the Employer, provided however, such leave shall only be granted up to twelve members, six from each local. Administrative leave to participate in contract preparation may be allowed.
- B. The shop steward, or in his absence, the case agent or president of the PBA, shall be granted reasonable administrative leave to participate in grievance proceedings, disciplinary hearings and/or arbitration, provided that no more than one individual shall be granted leave under this sub-section B., to participate in the grievances and/or attendance at disciplinary hearings at any one time, and no more than two individuals to participate in arbitration hearings at any one time.
- C. An authorized representative of the PBA shall be granted Administrative Leave for the purpose of appearing before any legislative, executive and/or judicial body, including the Office of Police Commissioner, on behalf of the PBA and/or Employer. Additional representatives at the request of the PBA may be granted administrative leave subject to approval by the Police Commissioner or Designee.
- D. The Employer shall recognize no more than twenty (20) shop stewards, ten (10) on St. Croix, seven (7) on St. Thomas, and three (3) on St. John, designated by the Union.



- E. The Union shall inform the Employer in writing, of the name(s) of all Union Officers, Legal Designate, Shop Stewards and Alternate Stewards.
- F. Officers and representatives of the Union shall be granted admission to the Employer's facilities for the purpose of investigating and discussing grievances and other matters pertaining to this Agreement.
- G. The use of the telephone for local calls shall be granted Union Officers and Shop Stewards for the purposes of investigating, adjusting and discussing grievances, complaints and disputes.
- H. Authorized representatives desiring time off to conduct other Union business shall, in the discretion of the Commissioner or his designee, be granted Administrative Leave with pay for such purpose upon written submission of notice and request for such leave. Such permission shall not be unreasonably withheld. The notice and request shall state generally the nature and purpose of the request for leave.
- I. Any employee called into temporary, full-time or part-time service, in any capacity for the Union, shall continue to accrue seniority as long as that employee is working continuously without unexcused interruption of such service.
- J. PBA shall be allowed administrative leave to address peace officer candidates assigned to the VIPD and who have obtained peach officer certification.

Section 7: Military Service Leave

All employees covered by this Agreement shall be granted Military Service Leave in accordance with Title 3, Section 590 and Title 23, Section 1524 of the Virgin Islands Code.

Section 8: Personal Leave

Each employee who did not use any sick leave or was not absent without official leave (AWOL) for a period of one (1) year from the date of approval of the collective bargaining agreement by the Governor and any anniversary thereafter shall be granted four (4) personal days off with approval of the Department. The four (4) days will be taken at the discretion of the employee, subject



to the approval of the department, provided it is utilized within a twelve (12) month period of the recognition letter of the Commissioner. However, if for the convenience of the Employer a request for leave is denied, the twelve (12) month period will be extended for an additional twelve (12) month period.

Section 9: Emergency Leave

1. Emergency leave will be granted in cases where timing and circumstances prevent the employee from utilizing the leave process. Emergency leave shall be deducted from the employee's sick or annual leave depending upon the circumstances. The employee shall notify the employer of the request for emergency leave and Employer will document "emergency leave" next to the employee's name in the proper personnel records. Employee shall notify the Employer by telephone or in person of the emergency on the day of the emergency or no later than 8:30 a.m. on the following day. Employee must provide documentation verifying the emergency to the immediate supervisor no later than the day after the emergency.
2. Emergency leave will be granted in the following cases:
  - A. Sudden illness or death of a child or other member of the employee's household or immediate family for whom he/she has direct responsibility;
  - B. Disruption of employee's household by theft or fire;
  - C. Acts of God; or
  - D. Accident involving life, death or seriously bodily harm.

Section 10: Donated Leave

All employees covered by this Agreement are entitled to donated leave pursuant to Title 3, V.I.C. Section 583b.

A handwritten signature in black ink, appearing to be "D. N. King", located in the bottom right corner of the page.

**ARTICLE IV**  
**SENIORITY AND LAYOFF(S)**

Section 1: Seniority

- A. Seniority is defined as an employee's length of continuous service with the Department. Seniority shall prevail with regard to the following:
1. Shift assignments for all employees, other than probationary employees;
  2. Regular Day(s) Off;
  3. Annual Leave.
- B. A senior employee may reject a seniority benefit, but this may not be construed by the Employer as a waiver of such employee's seniority rights in a subsequent situation where seniority may prevail.

Section 2: Applicability of Seniority

- A. "Seniority" for the purposes of annual leave accrual shall be computed on the basis of total uninterrupted length of continuous service with the Department. Such seniority shall hereinafter be defined as "Departmental Seniority," based on actual hours worked.
- B. When the Department desires to fill a vacancy in a specialized unit, notices shall be posted at all commands and with PBA. Said notice will be dated and will indicate that all interested Employees must submit their request for selection within ten (10) working days subsequent to the posting of the notice by Department. The notice shall include the general qualifications and/or criteria for the position. The Employee who is selected must be the best qualified as determined by the Department and in accordance with the posted qualifications and/or selection criteria. The selection criteria shall include the Employee's disciplinary history, performance evaluation and attendance records. In the event two or more Employees have the same qualifications and performance record, the Employee with the most seniority excluding his or her probationary period shall be selected. This provision shall not interfere with the Commissioner's statutory right provided under 24 V.I.C. Section 361, et seq. to reorganize the Department, assign rotations or implement mandatory transfers.

Section 3: Seniority List

- A. Within thirty (30) days subsequent to the execution of this Agreement, the Employer shall furnish the Union a copy of the proposed seniority list. The Union shall have thirty (30) days in which to propose corrections to said list otherwise the list shall be deemed accepted by the Union as correct. Following acceptance by the Union, the list shall be posted with a copy furnished to the Union. The Employer agrees to update the list every six (6) months.
- B. When two or more Employees are hired on the same date, overall score with the police academy shall be used to determine the Employee with the highest seniority.

Section 4: Termination of Seniority

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

- A. Resigns and is not rehired within two (2) years;
- B. Retires and does not return within two (2) years;
- C. Is discharged for just cause;
- D. Is laid off for a period in excess of two (2) years;
- E. Fails to report to work after recall from layoff within twenty (20) working days after receipt of notification by certified mail by the Employer to the last known address of such employee as shown on the Employer's record, provided that the Employer shall extend the notification period for a valid reason;
- F. Is absent exceeding the period for which a leave of absence has been granted or extended without legitimate excuse;
- G. Fails to report for work after being off duty for a compensable occupational injury or accident within twenty (20) working days after his authorization to work by his doctor;
- H. Is absent from work for ten (10) consecutive scheduled workdays without first notifying the Department, unless such failure to notify the Department is due to reasons beyond the control of the employee.

A handwritten signature in black ink, appearing to be 'K. G. L.', is located in the bottom right corner of the page.

Section 5: Reduction in Work Force

In the event of an economic reduction in work force lay-offs shall be made in reverse order of seniority.

Section 6: Notification of Lay-Offs

- A. An employee to be laid off shall be notified by the Department in writing no less than twenty (20) working days in advance of the date of lay-off. Such notice shall be sent to the Union at the same time as sent to the employee.
  
- B. An employee who is laid off shall be entitled to such terminal pay and other compensation as may be provided by law.

Section 7: Probation

All employees shall be probationary employees for twelve (12) months following graduation from the Police Academy. Upon completion of the probationary period the employee shall accrue seniority retroactive to the date of hire. The probationary period may be extended by mutual agreement between the Government and the Union upon presentation and review of the extenuating circumstances.





**ARTICLE V**  
**GRIEVANCE, ARBITRATION AND DISCIPLINARY PROCEDURES**

Section 1: Grievance Procedures

- A. A grievance is defined as a complaint in the form of a dispute or controversy relating to or arising from the interpretation or performance of this Agreement. Every employee covered by this Agreement shall have the right to present his grievance in accordance with the procedures described herein with a representative of the PBA present, and free from coercion, interference, restraint, discrimination and/or reprisal. All grievances and decisions required by this Article shall be in writing.

Step 1: An employee who feels that he has been aggrieved may in writing present his grievance to his Zone Commander and the PBA within ten (10) working days after the employee knew or reasonably should have known of the action or circumstances claimed to give rise to the grievance. The grievant shall set forth in writing the facts and circumstances of the alleged grievance, the date(s) of the alleged offense, the section of the Agreement and/or Rules and Regulations of the Virgin Islands Police Department alleged to have been violated and the relief sought. The employee's Zone Commander shall carefully review the matter within 10 days of receipt of the written complaint from the employee, make a determination and advise the employee and the PBA of the Employer's decision, except if the matter is outside the scope of the Zone Commander's jurisdiction, upon his discretion, the Zone Commander shall respond in writing within three (3) working days of receipt of the written complaint to the employee and the PBA informing them that the matter is not within the Zone Commander's jurisdiction.

Step 2: If the grievance is not satisfactorily adjusted in Step 1, an employee may, no later than ten (10) working days after receipt of the decision provided in Step 1, submit the matter in writing to the Chief of Police and the PBA. The grievance shall set forth the facts and circumstances of the alleged grievance, the date(s) of the alleged offense, the section of the Agreement alleged to have been violated, and the relief sought. The Chief of Police, Deputy Chief, or anyone acting in either capacity of Chief or Deputy Chief shall, within fifteen (15)



working days, give the employee and a representative of the PBA a hearing to discuss fully the matter. Within fifteen (15) working days after the hearing, the Chief of Police, Deputy Chief, or anyone acting in either capacity of Chief or Deputy Chief shall carefully consider the grievance, make a determination and notify the employee or the PBA, except that if the matter is outside the scope of the Chief of Police, Deputy Chief, or anyone acting in the capacity of Chief or Deputy Chief's jurisdiction, upon his discretion and without hearing, the Chief of Police shall notify the PBA and/or the employee, in writing, within ten (10) working days of the receipt of the grievance that the matter is outside the scope of the jurisdiction of the Chief of Police.

Step 2A: If in the event the PBA files a class action grievance on behalf of the membership, said grievance shall be filed directly at Step 2. However, if the matter is outside the scope of the Chief's or Deputy Chief's jurisdiction (or their designee in an acting capacity) he/she shall notify the PBA within 3 days (including weekends and holidays) of receipt of the filing of a class action grievance that the matter is outside their authority.

Step 3: If the grievance is not satisfactorily adjusted in Step 2, a representative of the PBA may, no later than ten (10) working days after notification or decision provided for in Step 2, submit the matter in writing to the Police Commissioner or his designee. The Police Commissioner or his designee shall, within ten (10) working days after notification of the grievance and after a hearing of the matter by the PBA, carefully consider the grievance, make a determination and notify the PBA, the Chief of Police and the employee of such decision. All grievances relative to health and safety shall be processed directly into Step 3 of the grievance procedure.

- B. If the Employer (for the purpose herein: Zone Commander, Chief of Police and/or the Commissioner) fails to provide its answer to a grievance within the time limits provided, the grievance shall be deemed final and the relief sought granted as requested by the employee and/or the PBA's Representative and shall be binding and enforced by the Employer.
- C. The time limits set forth in the Article shall be binding on the parties concerned, unless

extended by mutual agreement. The processing of a grievance to arbitration shall not be construed as a waiver to the right of a party to assert before the arbitrator the issues of arbitrability or untimeliness of the underlying grievance or the demand for arbitration. The counting of time limits begins the following day and does not include weekends and holidays.

- D. If the PBA fails to process a grievance to the next step within the limits provided, notwithstanding any prior agreements to the contrary, the grievance shall be considered disposed of on the last answer of the Employer. If the Employer (for the purpose herein: Zone Commander, Chief of Police and/or the Commissioner) fails to provide its answer to a grievance within the time limits provided, the grievance shall be deemed final and the relief sought granted as requested by the employee and/or the PBA's Representative and shall be binding and enforced by the Employer, unless the remedy requested is that of a promotion or is contrary to applicable law and/or outside the scope of any right, benefit, or privilege the employee is entitled to under the Department's Rules and Regulations, General Orders or the parties' collective bargaining agreement. In the event the matter concerns a promotion, or is contrary to applicable law, there shall be no automatic adjustment of grievances, and if and when the Employer fails to respond, the PBA shall have the right to demand arbitration within the fifteen (15) days of the last date in which the Employer should have responded as provided herein.

It is acknowledged by the PBA and the Employer that no promotions shall be made solely as a result of the Employer having defaulted on its agreement to respond to a grievance but shall be made on the basis of applicable law, personnel rules and regulations, and the Virgin Islands Police Department's General Orders.

Step 4: If the grievance is not resolved at Step 3 of the grievance procedure, the parties may mutually agree to forward the matter to the Public Employees Relations Board for mediation. The entire mediation process shall be completed within twenty (20) working days unless by mutual agreement the time limit for mediation is extended . If the process is not completed within twenty (20) working days the case or cases shall immediately go to arbitration upon the filing of a notice and demand for arbitration by the PBA.



Section 2: Demand For and Selection of Arbitrator

- A. If the Employer's final answer at Step 3 is not satisfactory to the PBA, within fifteen (15) working days after receipt of the Employer's final answer, the PBA shall present the Police Commissioner or his designee with a written notice of its demand for arbitration. The demand for arbitration shall include a copy of the grievance specifying the nature of the grievance, the contract violation and relief sought.
- B. In the case of dismissal, suspension or promotion, when the demand for arbitration has been presented, the selection and hearing of the case shall be done within sixty (60) working days of the date of the demand. The parties shall have ten (10) working days to select an arbitrator from a list of five arbitrators from either PERB or the American Arbitration Association. Each party, shall strike one name from the list and the name of the person last appearing on the list shall be designated as the arbitrator and his/her appointment shall be binding on the Department and the PBA.
- C. The arbitrator's decision shall be rendered forty-five (45) days following commencement of the hearings or submission of all agreed stipulations of the facts.

Section 3: Authority of the Arbitrator

The Arbitrator shall not have the authority to add, subtract, nor modify the written provisions of this Agreement.

Section 4: Effect of the Arbitration Award

The Arbitrator's award rendered within the limitations of Section 3 of the Article shall be final and binding on the aggrieved employee, the Union and the Employer and shall be enforceable in any court of competent jurisdiction. The award shall be in writing. It shall contain a statement of the issues, and an appraisal of the important arguments of both sides, a factual summary of the conclusions and the reasoning or rationale in support of these conclusions.

Section 5: Arbitration Expenses

Expenses and fees for the Arbitration shall be equally divided between the Union and the Employer.



Section 6: Priorities

Should several disputes, controversies and/or grievances be pending at the same time, those involving discharge(s), lay-off(s) and/or disciplinary action(s) shall be given priority in the grievance and arbitration procedure.

Section 7: Stipulated Facts

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

Section 8: Failure to Attend a Hearing

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

Section 9: Exclusive Remedy

The foregoing procedures of the Article VIII and the terms of this CBA shall be the exclusive means of settlement of all grievances arising under this Agreement and may be initiated by either party.

Section 10: Disciplinary Procedures

- A. The Employer herein agrees that all disciplinary procedures shall be promulgated in accordance with the law except as modified by this Agreement.
- B. The employee under internal investigation shall have present during the period of interrogation a duly designated representative.
  1. The representative shall be excused for a sufficient period of time necessary to assist the employee who has requested his presence. The grievant shall be given no less than twenty-four (24) hours' notice of an interrogation, in order to ensure that duly designated representative is available, provided however, that the Commissioner shall retain the right to order an immediate interview of an officer being investigated on a





charge of a serious and substantial nature involving life, safety and serious injury or bodily harm. An interrogation of the officer shall be delayed for no more than three (3) consecutive hours to allow for union representation.

2. The designated PBA representative shall have the right to be present during the period of interrogation and shall be permitted to interrupt the interrogation for the purpose of advising and/or conferring with the employee concerned.
- C. There shall be a fifty (50) day statute of limitations for the Department to institute disciplinary charge(s) against any employee covered by this Agreement. The count of the 50-day time period shall begin the following day including weekends and holidays. Employee shall not willfully avoid service. The institution of an action shall be considered the serving of charges and specifications upon the employee and the president of the PBA or his designee. The fifty (50) day period shall commence from the day after the alleged violation was committed or becomes known or should have become known to the Department provided that no disciplinary action shall be instituted after ninety (90) days following the actual date of the alleged infraction. Thirty (30) working days after the Department file written disciplinary charge(s) against an employee, the hearing and the determination as to guilt or innocence and punishment, if any, shall be made in writing to the employee and/or the PBA. The statute of limitations provided herein shall be stayed upon a justified request for a stay by either party.
- D. Complaints and/or disciplinary charges of which an employee is found not at fault by an administrative or arbitration proceeding shall be expunged from the employee's personnel file. In the event a suspension and/or termination is affirmed, the employee may within (10) working days after notice of such action, file a grievance in the third step of the grievance procedure. Failing a satisfactory settlement, the employee shall appeal in accordance with the provision of Article V, Section 2A.
- E. The employer shall not publish in any news media or for public consumption the names of employees covered by this Agreement who have been disciplined under internal disciplinary proceedings.





Section 11: Discharge and Suspension

- A. In the case of discharge of an employee, he/she shall be removed from the payroll effective the date of discharge provided that if a grievance challenging the discharge is filed and is upheld by the Arbitrator, an arbitration award restoring the grievant to employment shall be immediately complied with by the Employer whether or not further proceedings in the nature of an appeal are instituted by the Employer, pending the outcome of such proceedings. A discharge shall be subject to the approval of the Governor in accordance with law.
- B. In the case of suspension of an employee, he/she shall be removed from the payroll effective the date of suspension when the offense is one involving a criminal charge , or in the judgment of the commissioner, is a serious and substantial violation of Virgin Islands law. In all other cases the suspended employee shall not be removed from the payroll while the outcome of any grievance that may be filed is pending resolution. In all cases, the PBA shall be notified in writing of the discharge or suspension as provided herein.
- C. The Commissioner may grant the request of an officer to forfeit Annual Leave time and/or holiday in lieu of a suspension without pay.
- D. In the event a suspension and/or termination is affirmed by the Commissioner, the employee may within ten (10) working days after notice of the Commissioner's decision, file a grievance in the third step of the grievance procedure. If the matter is not settled at the grievance level, the employee shall appeal in accordance with the provision of Article V, Section 2A.
- E. No employee under this Agreement shall be discharged or suspended without just cause.
- F. The Employer shall not publish in any news media or for public consumption the names of employees covered by this Agreement who is being disciplined under internal disciplinary proceedings until completion of Step 3 in the Grievance Procedure.



**ARTICLE VI**  
**NO STRIKES - NO LOCKOUTS**

As a Class III bargaining unit, members of this unit are prohibited from engaging in a strike as provided by Act 4440.

**ARTICLE VII**  
**WORK WEEK SCHEDULE**

Section 1: Payroll Period

A. The standard payroll period shall begin at 0001 hrs. Sunday and end at 2400 hrs. on the second consecutive Saturday. It shall consist of ten eight-hour work periods on as many service days. An employee shall be granted four (4) off days within the payroll period, at least two (2) of which shall be consecutive when operations are conducted under eight (8) hour day schedule and six (6) days off during the same period, three (3) days of which shall be consecutive, when operations are being conducted under a ten (10) hours a day schedule.

B. Work Week Schedule

The work week shall begin on Sunday 0001 hrs., and shall end Saturday at 2400 hrs. The normal work week shall consist of five work days and each normal day shall consist of eight (8) hours of work. The alternate work week will consist of four (4) work days and each work day shall consist of ten (10) hours of work. The work shift shall consist of two (2) work weeks which shall run consecutively with the payroll.

Section 2: Day Off (study)

Any employee covered by this Agreement who attends a school or college of higher learning, upon proof of registration and who requests, may be granted days off to coincide with his class schedule. Such arrangement will not violate Article VII, Section 1 which provides two consecutive days off. The number of employees granted such privileges will be in the discretion of the Commissioner or his designee.

Section 3: Meal Periods

A. All employees covered by this Agreement shall be entitled to and granted a meal period of not less than forty-five (45) minutes during his regular tour of duty of eight (8) consecutive hours; or no less than seventy-five (75) minutes during his regular tour of duty of ten (10) consecutive hours.

B. Meal periods shall be granted but scheduled to comport with the demands of the Department's



operations. Once the meal break is cleared by the officer-in-charge, it shall begin at the time the officer notifies control that he is out of service for such meal.

- C. Such meal period shall in no way alter the regular tour(s) of duty of eight (8) consecutive hours and/or ten (10) consecutive hours, whichever is applicable.

Section 4:

- A. No employee should be scheduled to work a double shift at change of shift period provided, however, that during said time period a sufficient number of police officers are available.
- B. In the event that a relieving squad has less than a sufficient number of officers reporting for duty, a significant effort must be made to contact off duty officers to voluntarily report for work. This shall not interfere with the right of the commander to require an officer to work overtime to ensure proper coverage.



**ARTICLE VIII**  
**SALARY AND PAY ALLOWANCES**

Section 1: Salary

1. The term of this Agreement shall be October 1, 2018 – September 30, 2023.
  
2. Law enforcement experience includes:
  - a. A sworn member of a territorial law enforcement agency, but not the Anti-Litter Commission.
  - b. A sworn member of a state, county or municipal law enforcement agency, including but not limited to: a police department, sheriff's department, or court marshal.
  - c. A sworn member of a federal law enforcement agency, including but not limited to: U.S. Marshals, Federal Bureau of Investigation, Homeland Security (Immigration, Customs and Border Patrol, but not TSA), Drug Enforcement Agency, Alcohol, Tobacco & Firearms.
  
3. New hires from agencies outside of the Virgin islands Police Department shall receive credit for their law enforcement experience subject to the following:
  - a. Prior years experience shall only apply for pay purposes;
  - b. Seniority and retirement benefits accrue only from their date of hire with the VIPD;
  - c. They shall be hired in the position of police officer, with no rank, and must meet all requirements of the applicable general order before qualifying to sit any promotional exam;
  - d. They shall be required to attend the Virgin Island Police Training Academy for a period of not less than 6-8 weeks, unless they were previously a correction officer who did not complete the Virgin Islands Police Training Academy. These latter officers will be required to complete certification by the Police Commissioner before being credited with prior law enforcement experience;
  - e. They shall not be entitled to serve in a specialized unit for a minimum of three years unless there are no other qualified candidates already within the Virgin Islands Police Department;
  - f. They shall serve a minimum of one year probation during which time they may be terminated with or without cause;
  - g. Credit for prior law enforcement experience will only be granted if at the time of

Handwritten signature and initials in the bottom right corner of the page.

application to the VIPD the new hire has completed at least two (2) years of full-time, unbroken and continuous service beyond any probationary period and has performed in a law enforcement capacity within twelve (12) months of his or her application to the Virgin Islands Police Department.

4. Any retroactive funds which may be owed to the membership of the PBA pursuant to any previous agreement between the parties remains unaffected by this Agreement.

#### Section 2: Overtime Pay

- A. Overtime wages shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate, providing overtime has been approved by the employee's supervisor.
  1. For work performed in excess of one work day;
  2. For work performed in excess of forty (40) hours in one work week.
- B. Wages at the rate of two (2) times the employee's hourly rate shall be paid for work performed in excess of forty-eight (48) hours in one work week.
- C. Overtime pay shall terminate at end of a work week, provided, however, it shall continue when two consecutive days off are not granted in the next consecutive work week.
- D. The term "work week" as used in this Article, shall have the same meaning as set forth in Article VII.

#### Section 3: Holiday Pay

- A. An employee required to work on a holiday as prescribed in Title 3, V.I.C. Section 171 (except Sunday) and such other days proclaimed as holidays by the President of the United States or the Governor of the Virgin Islands shall be paid at the rate prescribed in subsection B of this Section. If a holiday falls on the employee's day off, he shall receive his regular base rate of pay.
- B. It is agreed that the holidays referred to in Section 3 of this Article shall not be reduced during the term of this Agreement, except by Legislative enactment or by Executive Order.





The following days will be paid holidays for the purpose of this Agreement:

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

- C. Such holiday compensation shall be remitted to all employees of the bargaining unit in the regular biweekly paycheck covering the pay period during which the holiday falls.

Section 4: Out-of-Rank Pay

- A. A member of the Department covered by this Agreement who shall work in an acting assignment in a higher rank, or who is assigned by his supervisor to work in a higher rank for ten (10) days or more Employee shall receive Out-of-Rank pay for all days worked. Payment

*K92*

for such work will commence the following pay period.

- B. The rate of Out-of Rank Pay shall be ten percent (10%) of the hourly wage rate of the employee performing the Out of Rank work.

Section 5: Call-Back Pay

A call-back is defined as a request to return to work after the employee's tour of duty has ended.

- A. An employee called back to duty including court duty from off-duty shall be compensated at the rate of one and one half (1-1/2) times his hourly rate or the applicable rates set forth in this Article.
- B. An employee called back to duty shall receive call-back pay for a period of not less than three (3) hours duration, upon notification to return to work.
- C. If an employee has incurred transportation expense for a scheduled vacation and is recalled to duty by the Department, it shall reimburse the employee for his actual transportation cost as a result of such recall upon presentation of voucher or receipt for the expense. An employee who is recalled from vacation shall have the option of continuing such vacation after the event which created the recall has been concluded or is excused by the Employer from such recall, whichever occurs first.
- D. If an employee is required to report to duty during the period of an approved leave, the Department shall reimburse the employee for hotel cancellation fees incurred as a result of such action, up to a maximum of \$300 per incident, upon presentation of a voucher receipt for the expense. Airline/cruise travel loss shall be reimbursed on a 100% basis, upon presentation of evidence the employee has incurred a non-recoverable loss. Such reimbursement shall be provided as soon as possible, but not later than ninety (90) days from the date of the request. An employee whose approved leave has been affected shall have the option of resuming and/or rescheduling such leave after the event which affected the leave has been concluded.



Section 6: Terminal Pay

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

Section 7: Night Differential Pay

- A. All employees covered by this Agreement shall be entitled to night differential pay in accordance with Title 3 V.I.C. § 559 ( c ), as may be amended from time to time during the life of this Agreement.
  
- B. The rate of night differential pay shall be ten (10) percent of the employee's hourly wage rate.



**ARTICLE IX**  
**MANAGEMENT RIGHTS**

Section 1:

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

- A. Directing and supervising the employees of this unit;
- B. Determining qualifications and standards for hiring and the content of examinations therefore;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting or discharging employees, for cause;
- 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, pursuant to Title 24, V.I.C., Section 374;
- G. Any departmental or managerial function not limited by the terms of this Agreement is reserved to the Employer.

Section 2:

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 other provisions of this Agreement.

Section 3:

Any practice or custom followed as a matter of Departmental Policy and which is in existence as of the date of the execution of this Agreement shall continue during the term of this Agreement provided that it is not inconsistent with any other provision of this Agreement.

**ARTICLE X**  
**MANAGEMENT RESPONSIBILITIES**

Section 1: Safety

- A. The Employer and the Union shall cooperate to the fullest extent in promotion of safety. All recommendations of the Union shall be in writing to the Employer. The Union shall be notified by the Employer as to any action taken on any such recommendation(s) within the time limits set forth in Step 3 of Article V, Section 1 of this Agreement.
- B. The Employer shall provide equipment in a safe operating condition for use by employees in the performance of their assigned duties. The Employer shall be responsible for maintaining such equipment.
- C. In the event an employee shall claim that the equipment furnished by the Employer is unsafe for use in the performance of his assigned duties, the employee shall be required to report the alleged equipment defect to his Zone Commander in accordance with Article V, Section 1 of this Agreement; and no employee shall be required to use the alleged defective equipment until it is approved for use by competent authority after inspection and/or repairs. Inspection of vehicles shall be conducted by a certified auto mechanic and a certificate of road worthiness shall be issued by said mechanic before the vehicle is assigned and returned to service.
- D. The Department shall supply each zone with six (6) ballistic helmets (with a threat level 2-A or higher) for the use of officers as needed. The Department shall also supply each police officer, police detective and police corporal with a bulletproof vest (threat level III or higher) no later than one (1) year of the effective date of this Agreement. The Department agrees to replace these items no later than six (6) months following the expiration date affixed thereon.
- E. The Employer agrees to furnish all police vehicles with first aid kits, fire extinguishers, blankets, flares, measuring tape, jumper cables, ropes, hazard cones, reflective vest and flood lights. In addition to the above equipment, all marked police vehicles shall be furnished with shot gun racks and security cages.

Handwritten initials and signature in the bottom right corner of the page.

- F. A police vehicle shall be replaced when, after evaluated by a certified mechanic, it has been deemed to be not road worthy and cannot be reasonably made road worthy; or no more than 3.5 years of service or 100,000 miles, whichever comes first.
- G. Police vehicle tires shall be in conformity with the manufacturer's suggested recommendation(s).
- H. The Employer agrees to provide a work environment consistent with the provisions of OSHA rules and regulations. If the Department is cited by OSHA for a violation of its rules and regulations, which poses an immediate threat to the health and/or safety of any employee(s), said employee shall be immediately removed and/or reassigned to a location which does not pose an immediate threat to his/her health and/or safety.
- I. Lockers shall be provided at each zone for the storage of the officer's personal effects while on duty.
- J. In the event that, due to a disaster or other unforeseen event, an officer is required by the Employer to work a twelve (12) hour shift, the Employer shall provide for the employee a hot meal during that employee's tour of duty.

Section 2: Training

- A. Attendance at in-service training, educational workshops and conferences are mandatory. When an employee does not attend such training he/she shall be subject to disciplinary action. Exceptions shall be made based upon the following:
  - 1. Personal illness;
  - 2. Illness or death in the employee's immediate family;
  - 3. Annual leave;
  - 4. Other legitimate reasons or an absence which had been mutually agreed to in advance between the Department and the employee.





- B. Probationary police officers shall serve their probationary period in all zones in their respective districts and shall be assigned to work under a field training officer throughout the duration of their probation. All field training officers shall have three (3) years of experience with the Virgin Islands Police Department or other law enforcement experience.
- C. The Employer shall provide bi-annual firearms training for all employees. The equipment necessary for such training shall be provided by the Employer.
- D. The Employer, in addition to sub-paragraph (A) of this section, shall provide specialized and/or professional training for all employees assigned to any one of the following units subject to the availability of funds:
1. Investigation Bureau: areas of detection and investigation of major felonies;
  2. Traffic Bureau: area of accident prevention, detection and investigation;
  3. Identification or Forensic Unit: areas of detection and identification of criminal suspects and/or evidences;
  4. Juvenile Bureau: areas of juvenile detection, processing, handling and investigation of juvenile related matters;
  5. Insular Investigation/Internal Affairs and Applicant Screening: Investigation of embezzlement, fraud and general "white collar" criminal matters, investigation of citizens complaints and police officers in administrative proceedings.
  6. Domestic Violence Bureau: Areas of domestic violence, processing, handling and investigation of domestic violence suspects and victims.
- E. The Department shall conduct an annual seminar or workshop to provide all Police Officers with an update on all relevant changes in the law.

F. The Employer shall provide the following to a newly hired police officer, during the orientation period:

1. Rules and regulations of the Police Department.
2. Health insurance application.
3. Copy of this Collective Bargaining Agreement (providing we proof read copy).

### Section 3: Work Assignments

- A. The Employer shall utilize a two (2) officer patrol system between the hours of 6:00 p.m. and 7:00 a.m., provided, however, that during the said hours a sufficient number of police officers are available for a two-officer patrol. Sufficient number is defined as four (4) officers per zone.
- B. If the Department permits assignment to a zone or command to be made at the option of the employee, seniority shall prevail.
- C. In case of transfer of an employee he shall normally be given forty-eight (48) hour notice, except in case of emergency.
- D. An employee covered by this Agreement shall not be rated monthly nor annually by anyone who shall be in competition for the same rank.

### Section 4: Health Services

The Employer shall provide a complete annual medical examination for all employees covered by this Agreement. Such examination shall be scheduled within thirty (30) days of employment anniversary.

- A. The Employer shall provide to all employees covered by this Agreement, upon request, and at no expense, inoculation for Hepatitis B, Rubella, Bacterial Meningitis, and other contagious or infectious disease for which inoculations are available and which is not covered by Employee's applicable Government Health Insurance.
- B. Services of a duly licensed psychiatrist or psychologist shall be provided to all employees covered by this Agreement, upon request, at the Employer's expense which is not covered by

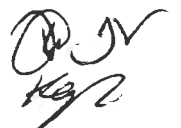


applicable Government Health Insurance plan and recommended by a licensed psychiatrist or psychologist for job related incidents.

- C. All command and bureaus shall have clean drinking water from a bottle water dispenser. The Employer shall clean all dispensers every six weeks.

Section 5: Equipment, Uniforms and Allowances

- A. Upon entry into the Department, each officer and/or recruit shall be issued equipment as outlined and listed in the Department's rules and regulations, and in addition, a rain coat, rain boots, plastic caps and flashlights.
- B. All equipment issued shall be returned to the Employer upon termination of employment for whatever reason. Employees are liable for all shortages and/or damages due to the employee's gross negligence.
- C. All new employees shall be issued four (4) pairs of slacks and eight shirts (two of which shall be dress white). These employees shall receive \$200.00 per annum for maintenance of uniforms payable in two installments of \$100.00 each in October and in April of the probationary year. All female employees shall be issued in addition one uniform skirt. After said initial uniform issue, all uniforms not damaged in the line of duty shall be replaced after the first year at the expense of the employee.
- D. Uniformed members of the Department shall receive \$600. 00 per annum for maintenance, replenishment of uniforms, and the purchase of their own uniform (slacks, shirts and skirts) payable in two installments of \$300.00 each in October and in April of each fiscal year.
- E. Non-uniformed employees of the Department shall receive the sum of \$600.00 per annum as clothing allowance, to be paid in equal installments of \$300.00 in October and in April of each fiscal year.
- F. Personal property of an employee that is lost or damaged in the performance of duty shall be replaced or repaired or its monetary value reimbursed to the employee by the Employer within

A handwritten signature in black ink, appearing to be "D. J. V." with a date "10/2" written below it.

a reasonable time, provided that such loss or damage did not result from the negligence of the employee. Reimbursement for jewelry shall not exceed \$300.00, and shall be limited to the following jewelry items:

1. Wedding bands or rings
2. Watches
3. Non-hoop earrings
4. Medical bracelets

Employees are required to report their loss (by police report) within twenty-four (24) hours. Proof of such loss must be substantiated by sales receipt or statement of loss.

Section 6: Nondiscrimination

The Employer agrees that it will not discriminate against any employee covered by this Agreement, either in promoting, or assigning to positions or as to any other term or condition of employment because of race, color, national origin or citizenship, political belief, sex, marital status or religion, participation or activities on behalf of any organization.

Section 7:

The Police Commissioner shall meet with the executive branch of the PBA twice every calendar year. The Police Commissioner shall not designate anyone else to act in his stead for these semi-annual meetings.

Section 8:

The Employer shall provide bulletin boards at each zone and headquarters for the unions' use, for the purpose of notifying employees of matters pertaining to union business.

A handwritten signature in black ink, appearing to be "K. J. V." with "KJC" written below it.

**ARTICLE XI**  
**RETIREMENT, INSURANCE, BENEFITS, AND INCENTIVES**

Section 1: Retirement

Pursuant to Act 4431, enacted May 13, 1980, retirement benefits shall apply to all employees covered by this Agreement.

Section 2: Insurance

The Employer shall provide indemnification to the employees covered by this Agreement under Act 4496, dated October 17, 1980.

Section 3: Job Related Illness or Injuries

The Employer shall provide, at no expense to the police officers, all necessary health care and follow-up consultations to those police officers who, in the performance of their duties, contract a job-related illness and/or injury, in accordance with the Virgin Islands Workman's Compensation Act. Employees shall be covered, in accordance with this Act, during the period of time necessary to travel to and from work. The Department shall pay its annual premium to the Government's Insurance Fund.

Section 4: Benefits and Incentives

- A. Funeral expenses for employees killed in the line of duty shall be paid, when applicable, as prescribed by law.
- B. The maintenance of the headquarters building and/or zones, and the washing, cleaning and mechanical maintenance of vehicles or equipment, including the changing of flat tires, shall not be included in the duties of employees covered by this Agreement, except that flat tires occurring during patrol shall be changed by the employee operating the vehicle at the time of the flat, which cost shall be borne by the Employer.
  1. Employees with assigned vehicles shall maintain them in a clean and serviceable condition and ensure that proper maintenance schedules are followed.

- C. An employee who desires to donate blood to a blood bank shall be allowed the required time off as prescribed by Executive Order or government regulation.
- D. The Employer shall provide reasonable parking facilities within the immediate confines of zones, precincts and headquarters for the personal use of police officers on duty.
- E. An employee requested to use his personal automobile for departmental business shall be reimbursed as prescribed by Executive Order.
- F. An employee assigned to and an active member of one or more of the following designated units shall receive a premium of \$600.00 per annum, provided, however, that no employee shall receive a premium in excess thereof. This payment shall be conditioned on maintenance by the officer of his skills and qualification, and in the duties of the particular category.

Latent and Ballistic Officers

Police Motorcycle Unit

Mounted Patrol

Marine Unit

Experts, recognized and certified, by Superior and/or District Courts of the Virgin Islands. Members of designated unit who are injured in the performance of these duties at any time during the year shall be paid the full premium payment for that year. An employee shall continue to receive the premium payment until such time as he is removed from the unit. Payments shall be processed prior to the end of the fiscal year.





G. Any member of the PBA assigned to one or more of the following designated units shall receive a premium of \$700.00 per annum, provided however, that no employee shall receive a premium in excess thereof. This payment shall be compensated for the extreme hazard placed upon the officers by virtue of their assignment to the listed units:

Forensic Unit

Dive Team

Bike Unit

K-9 Corp

Police Tactical Unit

Members of the designated units who are injured in the performance of these duties at any time during the year shall be paid the full premium payment for that year. An employee shall continue to receive the premium until such time he is removed from the unit. Payments shall be processed prior to the end of the fiscal year.

H. Leave of absence with pay for study may be granted to not less than two employees per district in the bargaining unit to improve their knowledge and skills in their respective field of work. Such leave shall not exceed twelve (12) calendar months, subject to an extension for like period, provided that no other employee has applied for study leave. Application for study leave shall be submitted by December 15 and notification of grant or denial of the application shall be made by March 1st.

1. Applicant must state: years in service in the V.I. Government; period of leave sought; institution where study is to be pursued; plan of study and goal sought to be achieved.
2. An applicant must have at least three (3) years of service prior to the date of application in order to be eligible.
3. 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. Failure to submit satisfactory interim progress and/or final completion reports may be cause for



withdrawal of leave of status in whole or in part.

4. An employee granted study leave with pay shall be required to perform at least three (3) years of service with the Department for each twelve (12) months of leave with pay, following the termination of such leave. Should an employee resign prior to the expiration of said three (3) year period, the Employer may offset pro-rata the cost of the year's pay against any cumulative annual and/or sick leave payment which may be due to the employee.

I. Tuition Reimbursement Program

If an effort to encourage employees to further their education in areas of study relating to their field of employment, the Department shall establish and maintain a "Tuition Reimbursement Program", subject to available funds. Reimbursement shall be subject to the following criteria:

1. The courses of study to be taken by the employee must relate to the employee's field of employ as determined by the Department.
2. The course(s) must be taken at an accredited educational institution.
3. If the course(s) are offered at more than one scheduled time, the employee must choose the schedule of class(es) which will least conflict with the employee's regular work schedule. If the employee is unable to obtain a class schedule, the Department will release the employee from work without loss of pay for that period of time necessary to attend class(es) provided however, that said release does not unduly disrupt the Department's regular operation.
4. Employees will be released from work only after they have received approval of the course(s) from the Department and have presented evidence of their enrollment in the course to the Department.
5. Upon submission of evidence of enrollment and satisfactory completion of the course(s), the Department shall reimburse the employee's tuition cost and fees, including books and similar cost material, not to exceed \$700.00 per fiscal year. Satisfactory completion of any course requires a grade of C+ or better.

**ARTICLE XII**  
**NON-DISCRIMINATION**

Section 1:

The Employer and the Union agree that the provisions of this Agreement shall be applicable to all employees concerned, equally without regard to race, color, religion, creed, national origin, political affiliation, sex, age, marital status and Union and Non-Union membership.

Section 2:

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

Handwritten signature and initials, possibly "K9/C", in the bottom right corner.

**ARTICLE XIII**  
**SAVINGS CLAUSE**

In the event that any provisions 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 in existence or promulgated pursuant thereto, then, and in such event, 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 XIV**  
**UNION COMMITMENTS**

Section 1:

The Union agrees to work with and cooperate fully with the Employer in accordance with this Agreement, to better enhance the Department and to provide better and more effective police protection to the residents of this community. The Union, at its sole discretion, shall lobby in the Virgin Islands Legislature, with the intentions of assisting the Employer in acquiring and maintaining proper funding and/or the promulgations of laws, which would better carry out the objectives of the Department in providing a safer community for the residents of the Territory.

Section 2:

Expenses incurred for such lobbying by the Union shall be sustained by the PBA.

A handwritten signature in black ink, appearing to be 'D. J. V.' with a flourish underneath.

**ARTICLE XV**  
**VACANCIES AND PROMOTIONS**

Section 1:

When a permanent vacancy in a position occurs, and funding for such vacancy is authorized, the vacancy shall be filled as soon as possible, but not later than the end of the fiscal year in which the vacancy occurs. The vacancy shall be established by the Department.

Section 2:

- A. All officers who meet the eligibility requirement for promotion to the rank of Sergeant, shall successfully complete eighty (80) hours of Supervisory Skill Training prior to submitting to the written examination. Said training shall be provided by the V.I. Training Academy or other agency as designated by the Training Director.
  
- B. The parties further agree that no one serving in the exempt service in Government including the Governor's Executive Security Unit (ESU), shall be permitted to sit any promotional exams for classified police positions within the VIPD while so employed in the exempt service, in accordance with Title 3 V.I.C. Section 451 and any other applicable law.
  
- C. The parties further agree that effective May 8, 2007, any police officer or police corporal who returns to the Virgin Islands Police Department in the capacity of Police Officer or Police Corporal after having served in an exempt position within the Virgin Islands Police Department, including service in the Governor's Executive Security Unit (ESU), and as long as such employee is paid upon return pursuant to a years-of -service pay plan, shall receive credit on that PBA pay plan for each year of employment in exempt service of the Virgin Islands Police Department. The parties acknowledge there shall be no retroactive payment prior to May 8, 2007.





Section 3:

All materials used in preparing the exam shall be made available at each station, zone, headquarters or other places of assignment at least sixty (60) days prior to the exam.

Section 4:

A promotion list shall be published ranking all candidates according to the final score received. A copy of this promotional eligibility list shall be forwarded to the PBA upon completion thereof.

Section 5:

The eligibility list for promotions shall remain in existence for three years from the date of publication or until the list is exhausted, whichever occurs first.

Section 6:

No employee covered in this bargaining unit shall be promoted unless in accordance with the provisions of Title 3, Chapter 25 of the Virgin Islands Code and this Article.

Section 7:

When a promotional eligibility list is exhausted, promotional exams shall be given within ninety (90) calendar days thereafter.

**ARTICLE XVI**  
**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.

Handwritten initials and signature in the bottom right corner, possibly reading "D. J. V." and "K. G. L."

**ARTICLE XVII**  
**DURATION, BINDING EFFECT**

Section 1:

This Agreement shall become operative on 12:01 a.m. of the first day of October 1 , 2018, and shall expire on midnight of the 30th day of September, 2023.

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.

*[Faint handwritten notes and scribbles]*

*[Handwritten signature]*  
Hoye

IT WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GOVERNMENT OF THE VIRGIN ISLANDS

POLICE BENEVOLENT ASSOCIATION

BY: [Signature]  
NATALIE NELSON TANG HOW, ESQ.  
Chief Negotiator

BY: [Signature]  
KYE WALKER, ESQ.  
Chief Negotiator

DATED: 1-2-19

DATED: 12-31-18

BY: [Signature]  
KERDIN LEWIS  
Acting President, Policeman's  
Benevolent Association (STT)

DATED: 12-31-18

BY: [Signature]  
JASON VIVEROS  
Acting President, Police  
Benevolent Association  
(STX)

DATED: 12/31/18

APPROVED:  
[Signature]  
HONORABLE KENNETH E. MAPP  
Governor, United States Virgin Islands

DATED: 01-03-19

VIRGIN ISLANDS POLICE DEPARTMENT

PROPOSED POLICE OFFICER FY2019 PAY PLAN

Recruit	Starting Pay	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
\$ 35,000	\$ 40,953	\$ 42,182	\$ 43,447	\$ 44,750	\$ 46,093	\$ 48,398	\$ 50,334	\$ 52,347	\$ 54,441	\$ 56,074	\$ 57,756	\$ 58,911	\$ 60,090	\$ 61,291	\$ 62,517	
2.50%	2.50%	2.50%	2.50%	2.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.63%						
\$ 64,080	\$ 65,682	\$ 67,324	\$ 69,007	\$ 70,732	\$ 71,793	\$ 72,870	\$ 73,963	\$ 75,073	\$ 76,296							
\$ 1,562.83	\$ 1,607.00	\$ 1,642.05	\$ 1,683.10	\$ 1,725.18	\$ 1,060.99	\$ 1,076.90	\$ 1,093.05	\$ 1,109.45	\$ 1,223.69							

*[Handwritten Signature]*  
 11-5-18

