

Between the

**GOVERNMENT OF THE VIRGIN ISLANDS
THE V.I. GOVERNMENT HOSPITALS
and
HEALTH FACILITIES CORPORATION**

and the

**UNITED INDUSTRIAL, SERVICE, TRANSPORTATION,
PROFESSIONAL AND GOVERNMENT WORKERS OF NORTH
AMERICA, SEAFARERS INTERNATIONAL UNION OF
NORTH AMERICA, ATLANTIC, GULF, LAKES, AND
INLAND WATERS DISTRICT, AFL-CIO
EMERGENCY ROOM PHYSICIANS**

EFFECTIVE DATE: October 1, 2005
EXPIRATION DATE: September 30, 2009

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PREAMBLE

THIS AGREEMENT entered into this 8th day of April, 2009 by and between the Government of the U.S. Virgin Islands hereinafter referred to as the "Employer", "Department" or "Boards", and the UNITED INDUSTRIAL WORKERS OF NORTH AMERICA, or the SEAFARERS INTERNATIONAL UNION OR NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT of the SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union".

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

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

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ARTICLE I
RECOGNITION

Section 1:

The Employer hereby recognizes the Union as the exclusive bargaining representative for all Emergency Room Physicians as certified by the Public Employees Relations Board (PERB), Case Number RC-88-3.

Excluded are all other Physicians, Management and other employees represented by other units.

Section 2:

A NOPA for all newly hired physician(s) who fall within the scope of the Unit shall be sent to the Union within thirty (30) work days of execution of the NOPA by all parties.

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ARTICLE II
RIGHTS OF THE EMPLOYER

Section 1:

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

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

Section 2:

- A. The Employer shall have the right, in its discretion, to adopt, amend, revise or revoke any job description or classification in the best interest of the Government Service, subject to the provisions of this Agreement;
- B. In the event of an amendment or revision of a 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 Physicians and to the Union and the application of such rules, regulations and amendments shall not be discriminatory or inconsistent with this Agreement.

The Employer reserves the right to adopt and enforce reasonable work rules and regulations and to amend, revise or supersede any past practice or policy followed in the department.

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ARTICLE III
PAYROLL STATEMENT

Section 1:

The Employer agrees to provide each employee with an itemized statement in each pay period including hours of work during that pay period, accumulated sick leave and annual leave, and all deductions made from his wages.

Section 2:

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

Section 3:

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

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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 the Union in good standing.

Section 2: Union Dues

A. The Employer agrees to the establishment and maintenance of a check-off procedure whereby the Employer shall make payroll deductions, bi-weekly, of regular periodic union dues and initiation fees, and payment-in-lieu of dues of an amount equal to two (2) times the member's hourly rate of pay but not less than ten dollars (\$10.00) per month. Such deductions shall be based on an employee's written authorization to do so, submitted to the Employer by the Union. Deductions shall commence with respect to the pay period in which the Employer receives the employee's authorization. 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.

B. ALL MEMBERS OF THE BARGAINING UNIT REPRESENTED BY UIW, STP&G, SIU, NA, AFL-CIO, WHO ARE NOT MEMBERS OF THE UNION ARE REQUIRED BY LAW TO MAKE A PAYMENT-IN-LIEU OF DUES TO THE UNION. THE AMOUNT OF SUCH FEES SHALL NOT BE HIGHER THAN DUES DEDUCTED FROM UNION MEMBERS AND WILL BE DEDUCTED FROM THE PAY OF EACH SUCH EMPLOYEE UNDER AUTHORIZATION PROVIDED FOR THIS PURPOSE. THE REASONABLENESS OF THE AMOUNT MAY BE APPEALED TO THE PUBLIC EMPLOYEES RELATIONS BOARD, P. O. BOX 25435, GALLOWES BAY, ST. CROIX, U. S. VIRGIN ISLANDS, 00824-1435.

Section 3:

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

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

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

Section 4:

All monies as dues or initiation fees or payment-in-lieu of dues shall be forwarded to the Union within three (3) pay periods following the pay period in which the deductions were made, with a list of names and social security numbers of the employees from whom wage deductions have been made, and showing the amount of individuals. Said deductions shall be transmitted to the Union by check payable to:

SEAFARERS INTERNATIONAL UNION
201-3A Altona and Welgunst, Suite 101
St. Thomas, VI 00802

or

P.O. Box 2130
St. Thomas, U.S. Virgin Islands 00803

Section 5:

The Union agrees to indemnify and save 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, or Payment-in-Lieu of Dues and/or initiation fees.

ARTICLE V
HOURS OF WORK, OVERTIME, HOLIDAY PAY
AND CALL BACK COMPENSATION

Section 1: Work Week

The standard payroll period for employees shall begin at 12:01 a.m. Sunday and end at 12:00 p.m. midnight on the second consecutive Saturday. An employee shall be granted four (4) off days within the payroll period. The Employer agrees to make every effort to schedule at least two (2) consecutive days off.

A shift employee is defined herein as an employee who performs a service on a rotating basis within the work schedule.

Section 2: Overtime-Shift

In accordance with the provisions of Title 3, Section 560 (a)(1), Virgin Islands Code, shift employees shall be compensated, equal to their regular hourly rate of pay, for authorized overtime work performed in an eighty (80) hour work period when assigned at the Roy L. Schneider Hospital Emergency Room and the Governor Juan Francisco Luis Hospital Emergency Room.

Section 3: Holiday Pay

When a holiday falls during the work week of a non-shift employee he shall be paid eight (8) hours pay for the holiday at his regular base rate of pay.

Sundays are not considered as holidays for shift employees who are regularly assigned to work on those days.

In the event a holiday falls on a shift employee's normal day off, he shall receive a day off at a time agreed to between the supervisor and the Employee in lieu of the holiday.

ARTICLE VI
FRINGE BENEFITS

Section 1: Holidays

All days specifically designated in Title 1, Virgin Islands Code, Section 171, as exists now or may be amended and such other days as the President of the United States or the Governor of the Virgin Islands may proclaim, shall be recognized as legal holidays.

When a holiday falls during an employee's vacation, that day of absence shall not be charged against the employee's annual leave.

Section 2: Annual Leave

Notwithstanding the provisions of §581 of Title 3, and except as provided in §41 of Title 2 of the V.I. Code, all employees of the Government of the Virgin Islands regardless of tenure, who enter Government service after June 30, 1968, shall accrue annual leave as follows:

1. One-half (1/2) day for each full bi-weekly pay period for an employee with less than three (3) years of service;
2. Three-fourths (3/4) day for each full bi-weekly pay period, except that the accrual for the last full bi-weekly pay period in the year is one and one-fourth (1-1/4) days, for an employee with three (3) but less than fifteen (15) years of service; and
3. One (1) day for each full bi-weekly pay period for an employee with fifteen (15) or more years of service.
Employees who return to the Government Service after an absence of no more than five (5) years shall accrue leave at the rate accrued at the time of their most recent separation from Government service unless such rate was less than specified above.

The following sections of Title 3, Chapter 25 shall 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: Sick Leave

A. Except as provided in §41 of Title 2 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.

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B. Proof of sickness shall be subject to such regulations as the Governor may prescribe. As of the date of this Agreement said rules and regulations are as follows:

a. 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, or in appropriate cases, made after return to duty.

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b. An employee must submit proof of sickness for any 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.

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c. Supervisors shall keep accurate and complete records of all absences from duty by employees under their supervision, and of all reports of illness and request for sick leave by those employees. Any

supervisor/employee who knowingly falsifies requests for sick leave to be processed, shall be subject to suspension or dismissal.

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- d. Proof of sickness for absence of two (2) or more consecutive days, or absence of the day immediately preceding or immediately following any weekend or legal holiday, shall include a certificate from a practicing physician indicating the nature of the illness and certifying that the employee was incapacitated for work.
 - e. Proof of sickness for absence of less than two (2) days shall be by a signed affidavit of the employee and shall specifically state the nature of the illness which incapacitated the employee for work; provided, however, that additional reasonable proof of incapacity to work, including, certificate from a practicing physician, may also be required by a Department or Agency Head in individual cases.
 - f. Whenever any employee has been granted sick leave pursuant to this Section for four (4) or more days, consecutive or non-consecutive, in any given fiscal year, proof of sickness for each instance of any further absence from work of any duration during the same fiscal year shall include a certificate from a practicing physician indicating the nature of the illness and certifying that the employee was incapacitated from work.
 - g. An absence from duty of any employee whose request for sick leave is denied under this Section shall be charged to annual leave or leave without pay, at the option of the employee.

- h. When required by serious disability or ailments, up to thirty (30) days sick leave may be advanced upon approval by the Commissioner or Head of an Agency.
- i. Sick Leave which is not used by an employee accumulates for the use in succeeding years.

The Commissioner of Finance shall, in a manner he deems most appropriate, notify all officers and permanent employees of the Government of the Virgin Islands, on a bi-weekly basis regarding the amount of their accumulated sick leave and annual leave.

Temporary employees, except those engaged in construction work at hourly rates, are entitled to sick leave which accrues at the rate of one-fourth (1/4) day for each week upon certification as provided in §583 of the V.I.C.

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Section 4: Jury Duty

An employee shall be excused from his duties without loss or 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.

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Section 5: Bereavement Leave

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- A. In the event of a death in his/her immediate family, an employee shall receive four (4) days administrative leave with pay to arrange for or to attend the funeral.
 - B. For the purpose of this Article, an employee's immediate family is defined as his/her spouse, parents, children and grandparents.

Section 6: Military Leave

All personnel of the Government of the Virgin Islands, including personnel of authorities, independent boards, agencies and other instrumentalities of the Government of the Virgin Islands, who are

members of an active reserve unit of any branch of the armed services of the United States, shall in addition to any accrued leave be entitled to administrative leave with pay for time spent in mandatory attendance at annual reserve summer training encampment, and at regular drills and training sessions conducted throughout the year.

Section 7: Maternity Leave

A. Upon presentation of a medical certificate confirming pregnancy, an employee may apply for and shall be granted maternity leave.

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B. To the extent available, an employee shall be permitted to charge any portion or all of her maternity leave to sick leave. Where an employee has exhausted all sick leave to which she might be entitled, the employee shall be allowed maternity leave without pay.

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C. An employee on sick or annual leave pursuant to this Article shall continue to accrue annual leave, sick leave and seniority. An employee on leave without pay pursuant to this Article shall continue to accrue only seniority and will be reinstated to their former position at the termination of leave.

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Section 8: Leaves of Absence

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

B. Such leaves of absence shall be for a limited time, not to exceed thirty (30) days, unless such period is enlarged or extended at the request of the employee and with the agreement of the employer not to exceed one (1) year.

- C. Only employees who provide advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) working days before the start of a leave day, except in cases of emergency shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within reasonable discretion of the Employer.

Section 9: Insurance

Health insurance shall be provided to all employees as set forth in Title 3, Virgin Islands Code, § 631-640.

Section 10: Duty Connected Disability

Disability compensation shall be awarded in accordance with the provisions of Title 3, Virgin Islands Code § 584 a (a-c).

Section 11: Miscellaneous Benefits

Other benefits shall be as set forth in Title 3, VI Code, Section 642, "Payroll Deduction for Purchase of Bond"; Section 642 "Withdrawal of Authorization to Purchase Bonds"; Section 643 "Service and Merit Awards"; Section 644 "Awards to Government Employees"; and Section 645 "Appointment of Committee on Award."

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ARTICLE VII
UNION BUSINESS LEAVE

Section 1:

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

No employee will be granted more than two (2) such leaves in any calendar year, and not more than one (1) employee from each district may be off on such leave at one time. Seniority shall accumulate during such leave. At the employee's option, this leave may be charged against the employee's annual leave.

Section 2:

Upon the written request of the Union the Department 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 to his or her former position.

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ARTICLE VIII
SENIORITY AND LAYOFFS

Section 1: Seniority Defined

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

Job Classification Seniority is defined as an employee's length of service in his/her job classification.

Section 2: Probation Period

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

Section 3: Part-Time and Temporary Employees

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

Section 4: Applicability of Seniority

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

Section 5:

For the purpose of economic lay-off and recall, service seniority shall govern, except where otherwise provided.

Section 6: Reduction 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.

B. Notification of Lay-Off

Employees to be laid off shall be notified by the Department at least ten (10) working days in advance of the date of lay-off. Such notice shall be in writing and a copy thereof shall be sent to the Union at the address set out in Article IV. An employee receiving said notice shall be entitled to his/her full compensation during the notice period.

C. Recall from Lay-off

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

Section 7:

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

Section 8:

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

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

Section 9:

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

ARTICLE IX
DISCIPLINE AND DISCHARGE

Section 1: Rights of Discipline

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

Section 2: Disciplinary Procedure

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

Section 3: Misconduct Warranting Immediate Disciplinary Action

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

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- A. Theft, embezzlement or dishonesty;
 - B. Fighting;
 - C. Gambling;
 - D. Consumption of alcoholic beverages or drugs during working hours; reporting for work intoxicated;
 - E. Sale, purchase or illegal use of narcotics or other forbidden substance;
 - F. Deliberate destruction or removal of the Department's property, or that of another employee;
 - G. Giving or taking a bribe of any kind.

The foregoing enumeration of causes for discipline is by way of illustration and shall not be deemed to exclude the Employer's right to discipline an employee, up to and including discharge, for any other cause. Where the Employer determines to discharge an employee for a cause not hereinabove enumerated, the Employer shall have the right

to suspend said employee without pay pending the processing of a grievance, if any, through the Grievance and Arbitration Procedure contained in Article X.

Section 4: Complaint Confrontation

An employee shall have the right to respond in writing to any complaint made against him to the Employer. No disciplinary action shall be taken by the 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 his accuser.

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ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Grievance Defined

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 this Agreement.

Section 2: Exclusive Procedure

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

Section 3: Employee-Grievant

All reasonable work time spent by the employee-Grievant during working hours in filing, discussion, investigation and processing of a grievance shall be with pay. The Employee-Grievant shall act diligently and expeditiously in undertaking the above. The Employee shall still be held responsible for his job or work assignments during the time he is pursuing the above.

Section 4: Initial Procedure

The procedure to be followed for the processing and disposition of grievances, shall be as follows:

Step 1: The matter shall first be reduced to writing and discussed by and between the aggrieved employee (or employees) and the immediate supervisor not later than ten (10) working days after its occurrence or after the employee knew or should have known of the matter complained of. If the employee reasonably believes that disciplinary action may be involved, he may request that the Shop Steward attend such meeting.

The immediate supervisor shall within seven (7) working days of said discussion advise the employee and, where appropriate, the Shop Steward of his decision in writing.

Step 2: If the immediate supervisor's decision is not acceptable to the employee or the union representative within five (5) working days after receiving the answer in Step 1, the aggrieved employee or the union may appeal the decision by presenting a grievance in writing to the Medical Director on a form which sets forth the facts and circumstances of the alleged grievance, the part of the Agreement alleged to have been violated and the relief sought. A meeting between the Medical Director, the union representative, the employee and the shop steward shall be held to discuss the grievance within five (5) working days after it has been presented.

Within five (5) working days after this meeting has been held, the Medical Director shall advise the employee, the shop steward and the union representative of his decision in writing.

Step 3: If the decision of the Medical Director is not satisfactory to the union or the employee, the union within five (5) working days after receiving the answer in Step 2 may appeal the decision of the Medical Director to the Chief Executive Officer (CEO). A hearing on the grievance shall be held within ten (10) working days of the union appeal with the CEO. Within five (5) working days after the hearing is held, the CEO shall advise the union employee and the Shop Steward in writing of his decision.

Section 5: Demand for Arbitration and Selection of Arbitrators

If the CEO's final answer is not satisfactory to the Union, within fifteen (15) working days after receipt, the Union shall present the Hospital with a written notice of its desire to arbitrate. When a demand for arbitration has been thus presented, unless the parties agree on an Arbitrator, in writing, within ten (10) working days either party may request the Public Employees Relations Board (PERB) or the American Arbitration Association (AAA) to supply them with a panel of five (5) impartial arbitrators. Each party shall alternately strike one name from the list, commencing with the party seeking arbitration, until only one name remains. The name of the person last appearing on the list shall be designated

as Arbitrator whose appointment shall be binding on both parties.

Section 6: Authority of the Arbitrator

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

Section 7: Effect of Arbitration Award

The Arbitrator's award rendered within the limitations of Section 2 of this Agreement shall be final and binding on the aggrieved employee or employees, the Union, and the Employer and shall be enforceable in any court of competent jurisdiction.

Section 8: Arbitration Expense

Expenses and fees of the Arbitrator including the cost of transcripts of the hearing shall be equally divided between the Employer and the Union. Otherwise, each party shall pay its own expenses.

Section 9: Time Limits

A. The time limits set forth in this Article shall be binding on the parties unless extended in writing and the processing of a grievance to arbitration shall not waive the rights of a party to assert before the Arbitrator that the grievance was untimely at an earlier step, if that issue has been raised and asserted as a defense at an earlier step.

B. 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 Employer.

C. If the Employer fails to provide its response to a grievance within the time limits provided, the grievance shall be considered automatically appealed to the next step.

Section 10: Definition of Working Day

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

Section 11: Discharge, Demotion or Suspension Grievances

A. The Employer will promptly advise the Shop Steward of any discharge, demotion or suspension action to be taken and the employee will be allowed to discuss such action with the Shop Steward as soon as possible.

B. Any grievance over a discharge, demotion or suspension shall be filed in writing to the Employer or his designee within ten (10) working days.

Section 12: Grievance Priority

Should several disputes, controversies and/or grievances be pending at the same time, those concerning discharge, lay-off or disciplinary measures shall be given first priority in the order listed above in grievance processing and arbitration.

Section 13: Stipulated Facts

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

Section 14: Failure to Attend Hearing

The failure of any party or witness to attend an arbitration hearing except as to extraordinary and extenuating circumstances as scheduled by the Arbitrator shall not delay the hearing and the Arbitrator is hereby authorized to proceed to take evidence and to issue an award as though such party or witness was present, except that the Employer may have a designee in attendance at such hearing to represent its interest.

ARTICLE XI
UNION REPRESENTATIVES' AND SHOP STEWARDS' ACTIVITIES

Section 1: Union Representatives

There shall be one Shop Steward, Assistant Shop Steward and Negotiation Committee member each from St. Thomas/St. John and St. Croix recognized by the Employer for the purpose of negotiating a contract.

The Shop Steward or Assistant Shop Steward from each island shall be recognized by the Employer for purposes of investigating, adjusting and disposing of grievances.

No Steward or Negotiator shall suffer loss of pay for time spent on these activities.

Section 2: Notice to Employer

The Union shall inform the Employer in writing of the names of the Chief Shop Stewards, Shop Stewards, Union Officers and other representatives who are authorized to act as such. The Union agrees to notify the Employer within two (2) weeks of any change in the composition of the Shop Steward Body and the names of Union Officers and other authorized representatives.

Section 3: Bulletin Boards

The 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 employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union, as defined in Section 2 of this Article.

Section 4: Access

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

Union representatives shall comply with all applicable Department safety rules.

Section 5: Telephones

The use of a telephone for local calls shall be permitted to 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 negotiation for an extension or modification of this Agreement, the Union, the Department and Boards shall meet to determine the reasonable number of bargaining unit employees who will be released from their regular duties without loss of pay to attend bargaining as members of the negotiation committee.

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ARTICLE XII
LABOR-MANAGEMENT COMMITTEE

Section 1:

The Employer and the Union agree to establish a joint Labor-Management Committee, consisting of four (4) representatives from each side. The committee will meet at the call of either side and not less than once each calendar quarter. Minutes and proceedings of the meetings shall be kept by the Secretary. Agenda items will be submitted by either party three (3) working days in advance of each meeting.

Section 2:

An equal number of Union and Employer representatives will attend the scheduled meetings. Union representatives who are also employees, will suffer no loss of pay for time spent in attendance at such meetings held during work time. The chairmanship shall be rotated between Union and Management with each meeting and the Secretary shall be selected from the opposite group.

Section 3:

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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 XIII
SPECIAL PROVISIONS

Section 1: No Individual Contracts

There shall be no individual contracts relating to terms and conditions of employment between the Employer and any employee or prospective employee.

Section 2: Resignations, Lay-Off Notice

- A. Employees shall give a minimum of thirty (30) days notice in writing of their intention to resign. The Employer may waive the time requirement at his/her discretion.
- B. Upon lay-off, the Employer shall give the employee a minimum of thirty (30) days notice, or in lieu thereof, thirty (30) days severance pay. The Employer shall notify the Union of all instances where an Employee is laid off or resigns.

Section 3: Employer Rules and Regulations

The Employer has the right to establish in writing reasonable rules and regulations governing duties and responsibilities of employees. Rules and regulations and all amendments thereto shall be made known to all employees and the Union. Such rules and regulations shall not be applied in a discriminatory manner or in a manner inconsistent with this Contract.

Section 4: Employer Cooperation

Whenever any of the terms of the Contract require the action and or approval of other governmental bodies or individuals, the Employer shall expeditiously take appropriate steps to obtain such approval.

Section 5: OSHA

The Employer agrees to provide a work environment consistent with the provisions of the Federal Occupational Safety and Health Act.

Section 6: Employee's Personnel Record

Any insertion of any matter in the Employee's personnel record by the Employer shall first be made known to the affected employee and, upon the request of the employee, to the Union within five (5) working days of its insertion. Any response submitted by the Employee or the Union with regard to the insertion shall become part of the employee's personnel record also.

Section 7: Use of Facilities

The Employer agrees that employees may utilize available physical facilities of the Employer for the purpose of meeting to discuss Union business and affairs, provided that such meeting does not conflict with those meetings scheduled in the Employer's course of business.

Section 8: Cost for Continuing Education

The Employer will bear reasonable travel and maintenance expenses of two employees from Emergency Room from each district to receive training other than in-house up to a maximum of \$1,000 based upon the availability of funds and staffing level.

Section 9: Expenses for Off-Island Assignments

When an employee is required to work temporarily off-island at the Department's request, the Employer shall provide said employee with the necessary transportation reimbursement incurred in connection with such work upon presentation of receipt(s).

Section 10: Rest Room Facilities

Properly ventilated lavatories, soap and towels shall be provided by the Employer at no cost to the employees in all categories.

Section 11: No Discharge Without Just Cause

No employee shall be discharged without just cause.

Section 12: Education Development

The employer agrees to provide in service training on a regular basis.

ARTICLE XIV
RATES OF PAY

Section 1: Wages

See APPENDIX "A" attached

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ARTICLE XV
SAVINGS CLAUSE

Section 1:

If any provision of this contract or the compliance with any of its terms by the Employer or the Union shall constitute a violation of applicable Federal law and V.I. law, such provision shall be deemed unenforceable and deemed severable from the remaining provisions of this Agreement without affecting the enforceability or applicability of the remaining provisions.

Section 2:

Any provision so found to be violation of Federal and Virgin Islands law shall be re-negotiated by the parties.

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ARTICLE XVI
NO STRIKES OR LOCKOUT


Section 1:

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

Section 2:

In the event of a strike or other work stoppage or lockout in violation of Section one (1), the employer shall notify the International Union of any such act by fax or mail or other expedient means and shall notify the local union by letter. Upon receipt thereof, the union shall instruct the employee(s) engaged in such activity to end such strike or other work stoppage or lockout forthwith.

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ARTICLE XVII
NON-DISCRIMINATION

Section 1:

The employer and the union agree that the provisions of this agreement shall be applied to all employees and the prospective employees covered hereby without regard to race, color, national origin, political belief, sex, marital status, age, place of birth, union membership or non-membership, and activity on behalf of the union.

Section 2:

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

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JS
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ARTICLE XVI
DURATION AND BINDING EFFECT

Section 1:

This Agreement shall become operative at 12:01 a.m. of the first (1st) day of October, 2005, and shall expire on the thirtieth (30th) day of September 2009.

Section 2:

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

Section 3:

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

EW
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4/8/09

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 16 day of April, 2009.

GOVERNMENT OF THE VIRGIN ISLANDS


U.I.W. of the SEAFARERS
INTERNATIONAL UNION

BY:


~~Karen M. Andrews~~
~~Chief Negotiator~~

JESSICA GALLIVAN
Chief Negotiator

BY:


~~Eugene Irish~~
~~Vice-President~~

DATED: 4/16, 2009

DATED: 4/16, 2009

BY:


Chairman, St. Thomas/
St. John Hospital Board
of Trustees

DATED: 6/01, 2009

BY:


Chairman, St. Croix
Hospital Board of Trustees

DATED: 5/12, 2009

APPROVED BY:


~~Honorable Charles W. Turnbull, PH.D.~~
~~Governor, U.S. Virgin Islands~~

Honorable John P. deJongh. Jr.
Governor, U.S. Virgin Islands

DATED: 4/17, 2009

APPENDIX B
DEFINITIONS

I. Non U.S. Board Eligible includes:

- (a) Graduate of U.S. Medical School with less than two (2) years post graduate training.
- (b) Graduate of foreign medical school plus ECFMG less than two (2) years post graduate training. (Physicians with provisional institutional license also fit in this category).

II. Non U.S. Board Eligible with minimum of two (2) years post graduate training.

- (a) Graduate of U.S. medical school with training as above.
- (b) Graduate of foreign medical school plus ECFMG plus training as above.
- (c) Graduate of foreign medical school plus ECFMG plus waiver of U.S. post graduate training because of years of service in the system.

Number III, IV and V are self-explanatory and includes foreign medical school graduates as long as they have met the requirements for U.S. Board Eligibility or Certification.

MEMORANDUM OF UNDERSTANDING

Between

The Government of the Virgin Islands
(Department of Health, St. Thomas-
St. Croix Hospital Boards of Trustees)

and the

Seafarers International Union
On behalf of the Emergency Room &
Public Health Physicians

IT IS UNDERSTOOD by both parties that proceedings of disciplinary action pursuant to the medical staff by-laws or the Division of Prevention, Health Promotion and Protection Rules and Regulations pertaining to the professional care of patients shall be the sole responsibility of the Hospital's Medical Staff and the Medical Staff of PHPP subject to the approval of the Hospital Board and/or the Commissioner of Health and shall not be subject to the Grievance and Arbitration Procedure of the Collective Bargaining Agreement between the Seafarers International Union and the Emergency Room Physicians and the Public Health Physicians.

The Physicians shall have the right to appeal through the Appellate Review Procedure of the Medical Staff By-Laws of the PHPP Rules and Regulations.

Government's Wage Proposal #3

July 13, 2005

1. SIU Emergency Room Physicians agree to waive any and all rights to negotiate for the Fiscal Years 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004 and 2005 for all members of the bargaining unit.

2. Classification for Physicians:

- I. Non-Board Eligible
- II. United States Board Eligible in related specialty - Family Practice, Internal Medicine, Surgery
- III. United States Board Eligible in Emergency Medicine
- IV. United States Board Certified in Family Practice, Internal Medicine, Surgery
- V. United States Board Certified in Emergency Medicine

3. Definitions of Classifications:

Non U.S. Board Eligible includes:

- (a) Graduate of U.S. medical school with less than three (3) years post graduate training.
- (b) Graduate of foreign medical school plus ECFMC with less than three (3) years post graduate training. (Physicians with provisional institutional licenses also fit in this category).

Numbers II, III, IV, and V are self-explanatory and include foreign medical school graduates as long as they have met the requirements for the U.S. Board Eligibility or Certification.

4. Effective October 1, 2005 (FY '06), all Emergency Room Physicians shall be compensated according to his/her classification as a Physician on the new pay plan below:

Salary Schedule

St. Thomas/St. John & St. Croix

Class I (MU01)	\$155,000
Class II (MU02)	\$173,000
Class III (MU03)	\$183,000
Class IV (MU04)	\$193,000
Class V (MU05)	\$208,000

5. All Physicians in the bargaining unit shall receive the following salary increases during the life of the contract:

TA as amended
KUT 7/13/05
TA
E.Y.
7-13-05

HOWEVER, the waiver for the above mentioned years does NOT apply to DR. JONG HWA PARK pending execution by all parties including the JFLH on the attached stipulation.

Effective October 1, 2007 (FY 08) – 3%
Effective October 1, 2008 (FY 08) – 2%

6. All ER Physicians with a satisfactory or better rating annually, shall receive the agreed to increases.
7. Physicians assigned to work at the Myrah Keating Smith Community Health Center will be paid the salary above for the total coverage regardless of hours worked over and above the required 80 for services rendered at the Health Center. No additional compensation for hours above 80 hours will be incurred.
8. Salaries proposed are contingent on the following amendments to Article V:

Section 2: Overtime – In accordance with the provisions of Title 3, Section 560(a) (1), Virgin Islands Code, shift employees shall be compensated, equal to their regular hourly rate of pay, for authorized overtime work performed in a eighty (80) hour work period when assigned to work at the Roy L. Schneider Hospital Emergency Room and the Governor Juan Francisco Luis Emergency Room.

Section 3: Deleted

Section 5: Deleted

9. Any Physician within the bargaining unit, who is assigned the responsibilities of Chief of Services, shall receive an additional \$5,000 differential during the period of his/her assignment.
10. Emergency Room Physicians are restricted from maintaining private practices and billing patients attended within the Emergency Room for services rendered.
11. This agreement shall become effective October 1, 2005 and expire September 30, 2009.
12. This agreement shall not become effective unless ratified by the membership of SIU Emergency Room Physicians and the Governor of the United States Virgin Islands.

Tentatively agreed to by:

Karen M. Judkins 7/13/05 6:35 p.m.
and

Eugene Iriath 7/13/05 6:35 pm

APPROVED:

Charles W. Turnbull
Honorable Charles W. Turnbull
Governor, U.S. Virgin Islands

Date: 12-9-05