

COLLECTIVE BARGAINING AGREEMENT

Between the

**VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT
AGENCY (VITEMA)
911 Emergency Call Center Operators**

and the

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
AFL-CIO-CLC**

ON BEHALF OF LOCAL UNION 8248 AND 8249

EFFECTIVE DATE: October 1, 2017

EXPIRATION DATE: September 30, 2022

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PREAMBLE

THIS AGREEMENT is entered into this 1st day of October, 2017, by and between the Virgin Islands Territorial Emergency Management Agency (VITEMA) 911 Emergency Call Center Operators of the GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS, hereinafter referred to as the "Employer" or "Agency" and the United Steel, Paper & Forestry, Rubber Manufacturing, Energy, Allied-Industrial & Service Workers International Union AFL-CIO-CLC, on behalf of Local Union 8249 & 8248 hereinafter referred to as the "Union" on behalf of employees of the bargaining units set forth in Article II - Scope and Recognition - of this Agreement. Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective October 1, 2017 – September 30, 2022.

ARTICLE I **PURPOSE**

Section 1-1:

It is the purpose and intent of the parties to set forth certain agreements pertaining to terms and conditions of employment to be observed between the parties; to improve and promote the efficient functioning of the Agency, to provide procedures for the prompt and equitable adjustment of grievances, to maintain good relations between the Employer and the employees; to insure the safety and welfare of all employees in the bargaining unit, and to foster and promote the best interests of the Employer and employees.

Section 1-2:

The Employer and the Union shall provide each other with 30-day notice as is reasonable under the circumstances on all matters in the administration of the terms of this Agreement including changes or innovations affecting the relations between the parties.

Section 1-3:

The parties agree to combine their efforts to combat absenteeism, and tardiness, and to promote good will among the Employer, employees and the Union.

Section 1-4:

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

ARTICLE II
SCOPE AND RECOGNITION

Section 2-1:

The Employer hereby recognizes the Union as the exclusive bargaining representative for all non-supervisory Call Center Operators at the Virgin Islands Territorial Emergency Management Agency, Public Employees Relations Board Case Numbers, which are made a part hereof;

AGENCY

VITEMA

CASE NO:

PERB-RC-10-01

Section 2-2:

Supervisors or any other managerial personnel shall not perform the work of the bargaining unit employees, except in cases of emergency, or for instructional purpose.

Section 2-3:

Any practice or custom followed as a matter of agency 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. However, any practice or custom that has been followed by the Agency can be rescinded with proper notice to the Employees. The implementation of the new policy is subject to the grievance process.

ARTICLE III

UNION SECURITY

Section 3-1: Union Membership

The Employer recognizes that right of any employee or future employee in the Bargaining Unit to become a member of the Union and shall not encourage, discourage, discriminate or in any way interfere with the right of any such employee to become or not to become a member of the Union.

Section 3-2: Union Security

Each employee covered by this Agreement shall, as of the date of execution of this Agreement, or the employee's date of hire, whichever is later, commence and continue to pay dues to the Union.

The above paragraph shall not be construed to require any employee to be or remain a member of the Union as a condition of employment.

It is the employee who shall choose whether to pay dues as a member of the Union.

Section 3-3: Check-off

The Employer agrees to establish and maintain a check-off procedure whereby the Employer, through the Department of Finance, shall make biweekly payroll deductions of regular periodic Union membership dues as designated by the International Secretary Treasurer of the Union. Membership dues shall be deducted on the basis of individually signed check-off authorization cards. Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues within 2 (two) pay periods subsequent to the receipt of such authorization card.

At the close of each month, all sums deducted shall be transmitted by check, together with an itemized statement showing the name of each paying employee, the amount deducted there from, the month for which said deduction is made and the agency the employee is in to:

International Secretary Treasurer
United Steelworkers
AFL-CIO-CLC
Five Gateway Center
Pittsburgh, Pennsylvania, 15222.

The procedure for the check-off of payment-in-lieu of dues shall be the same as stated above for regular monthly dues.

ARTICLE IV
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4-1:

The Government as Employer shall have the right, subject to the provisions of this Agreement, to establish and execute public policy by:

- A. Directing and supervising the employees of this unit;
- B. Determining qualifications and standards for hiring and the content of examinations therefore;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting or discharging employees, subject to the provisions of this Agreement;
- D. Maintaining efficiency of operations;
- E. Determining methods, means and personnel by which the Employer's operations are to be conducted; and
- F. Taking such actions as may be necessary to carry out the mission of the public employer in time of emergency.

Section 4-2:

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.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

Section 5-1:

For the purpose of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties, as to the interpretation, application or compliance with the provisions of this Agreement. The following procedure, including arbitration, may be initiated by either party and shall be the exclusive means of settlement of all grievances arising under the Agreement, except for those involving classification matters which shall be processed pursuant to Title 3, Chapter 25, Sub-Chapter 3, of the Virgin Islands Code.

Section 5-2:

Reasonable work time spent by the Employee-grievant in the filing, discussion, investigation and processing of a grievance shall be with pay.

Section 5-3:

Should an employee believe he has a justifiable complaint under the terms of this Agreement; the complaint shall be handled in the following manner:

- A. **Step 1.** The employee shall discuss the complaint with The Emergency Call Center-Squad Leader on duty for that shift and ~~for~~ the District Manager. The employee may elect to have a shop steward present during this discussion. The District Manager shall render a decision, in writing, within seven (7) working days of said discussion, advising the employee and, where appropriate, the shop steward of this decision.

- B. **Step 2.** If the District Manager's decision is not acceptable to the employee and/or the Union, the employee and/or the Union must within ten (10) working days of the Step 1 decision, present, in writing, to the Division Head (Deputy Director of Operations) a request for reconsideration of the Step 1 decision. A meeting between the Division Head, (Deputy Director of Operations) the employee, the shop steward and Local Union President shall be held to discuss the grievance within ten (10) working days after it has been presented. Within fifteen (15) working days after this meeting has been held, the Division Head (Deputy Director of Operations) shall advise the employee and/or the Union representative, in writing, of the decision.

- C. Step 3. If the Division Head's (Deputy Director of Operations) decision is not acceptable to the Union, then the Union, within ten (10) working days after receiving the answer in Step 2, shall appeal the decision to the Director in writing. A meeting between the Director or Designee, the Representative of the International Union, and the employee(s) shall be held to discuss the grievance within ten (10) working days after it had been appealed to the Director. It is recognized that to accommodate the work schedule of the Representative of the International Union and the Director or Designee, it may be necessary to extend the time limits for this Step 3 meeting. Therefore it is agreed that should it be necessary to extend the limit of this Step 3 meeting, said time shall not be extended for more than twenty (20) working days from receipt of the Union's filing at Step 3. Within ten (10) working days after this meeting has been held, the Director or Designee shall advise the Representative of the International Union, and/or the employee(s) of the decision in writing. The decision shall contain a brief summary of the proceedings and the statement of the Director's position.
- D. Step 4. Arbitration is borne 50% by each party as set forth in Section 5-8 below. In the event of arbitration for the sole reason that the Employer has failed to observe the time limit of Step 3 above, the Arbitrator's compensation and expenses shall be borne eighty percent (80%) by the Employer.

Section 5-4:

A grievance which alleges violations directly affecting a majority of the members of the agency's unit may be initiated by the Union at the Step 3 level of the grievance procedure outlined in this Article.

Section 5-5:

A grievance submitted in writing shall contain a clear and concise statement of the grievance, the issue involved, the relief sought, the date the alleged violation took place, and the specific Article and/or Sections of this Agreement involved.

Section 5-6:

All grievances shall be presented promptly, no later than ten (10) working days after the employee or employees knew or should have reasonably known of the incident which gave rise to the grievance.

Section 5-7:

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

If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of on the last answer of the Agency. The Union may withdraw a grievance at any step in the procedure by notifying the Agency in writing. If the Agency fails to process its response to a grievance within the time limits provided, the Union shall have the right of automatic appeal provided such appeal is made on a timely basis in accordance with this agreement. If the Agency initiated the grievance, the role shall be reversed.

Section 5-8:

In the event a grievance remains unsettled under the foregoing procedures, the Representative of the International Union may, by written notice to the Director within ten (10) work days of receipt of the latter's decision, appeal the matter to arbitration.

The Arbitrator shall be selected by mutual agreement of the parties. For the purpose of selecting an impartial Arbitrator, the parties will, within five (5) work days after the date of written designation of the grievance for arbitration, request from the Public Employees Relations Board a list of names and addresses of local impartial persons. The parties shall then make every effort to agree to one of the local persons on the list as the Arbitrator.

In the event the parties are unable to agree on a local Arbitrator within ten (10) work days of the exchange of the list, the parties acting jointly shall request the Federal Mediation and Conciliation Service to provide to the parties a panel of seven (7) arbitrators in accordance with the rules and procedures of the Service.

Each party, commencing with the one seeking arbitration, shall alternately strike one (1) name from the list and the name of the person last appearing on the list shall be designated as the Arbitrator and his appointment shall be binding on both parties.

The Arbitrator's compensation and expenses shall be shared equally by the parties except as otherwise provided for in this Article.

The Arbitrator shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.

The decision of the Arbitrator shall be final and binding on both parties to this Agreement and the grievant. It shall be rendered in writing, within thirty (30) days of the last hearing or submission of facts as provided herein.

Section 5-9:

A grievance not processed to arbitration or a grievance withdrawn from arbitration by the Union, or the grievant, shall be deemed settled on the basis of the written answer submitted by the Agency.

Section 5-10:

All time limits set forth in this Article may be extended by mutual agreement, but only in writing. Whenever used in this Article, the term "work day" means a 24-hour period, exclusive of holidays, unless required to work.

Section 5-11:

No employee shall be suspended or discharged except for just cause. In the event an employee is suspended or discharged, the Employer shall give such Employee, and the representative of the Union a written notice setting forth the cause for suspension or discharge.

Grievances arising from suspension, demotion or discharge may be appealed in writing directly to the Director, within ten (10) work days of notice of such action. Such grievance shall be heard by the Director his designee, within ten (10) work days and written decision shall be submitted to the Union within seven (7) work days of the closing of the hearing. In the event the grievance remains unsettled, the Representative of the International Union may by written notice to the Director, within ten (10) work days of receipt of the latter's decision, appeal the matter to arbitration as set forth in Section 8 of this Article.

If the Step 3 level decision upholds the suspension or discharge, and if the Union makes a timely appeal of such decision to arbitration, and if the arbitrator's award reverses or modifies the Step 3 level decision, then the employee's right to back pay for the period of time between the rendering of the Step 3 level decision and the issuance of the arbitrator's award, and the amount of appropriate back pay, if any, shall be an issue to be heard and determined by the arbitrator in his award.

ARTICLE VI

SENIORITY

Section 6-1: Seniority Defined

- A. Service Seniority is defined as an employee's length of continuous service with the Government of the Virgin Islands from date of first employment or re-employment following a break in continuous service.

- B. Agency Seniority is defined as an employee's length of continuous service with the Agency from date of first employment or re-employment following a break in continuous service.

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

Section 6-2: Probationary Period

New employees shall be regarded as probationary employees for the first year of employment. Employees hired after a break in continuity of services shall receive no continuous service credit during such period. Probationary employees may initiate complaints under this Agreement, but may be laid off or discharged as exclusively determined by the Employer, provided that this shall not be used for purposes of discrimination because of race, color, religion, creed, national origin, gender or sex, or because of membership in the Union. Upon completion of the probationary period, the employee shall accrue service, agency and job classification seniority retroactive to date of hire. Employees whose positions are reclassified shall serve no probationary or trial period.

Section 6-3: Application 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 6-4: Seniority Lists

Within thirty (30) days of the effective date of this Agreement the Employer shall furnish to the Union and post on the bulletin boards a full and complete list of all bargaining unit employees and their dates of hire, dates of service within the Agency and their current job classifications.

Section 6-5: Qualified employees on Layoffs

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

Section 6-6: Termination of Seniority

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

- A. Resigns and is not rehired within one (1) year;
- B. Retires;
- C. Is discharged for just cause and not reinstated;
- D. Is laid off for a period in excess of two (2) years;
- E. Fails to report to work after recall from layoff within ten (10) work 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; and
- G. Fails to report for work after being off due to a compensable occupational injury or accident within ten (10) work days after this authorization to return to work by his doctor.

Section 6-7: Super Seniority

Super Seniority shall apply to Local Union Officers and Shop Stewards who, notwithstanding their position on the seniority roster, shall have preferential seniority in the case of layoffs. The employees to whom Super Seniority shall apply shall be designated to the Employer in writing.

ARTICLE VII

PROMOTIONS AND TRANSFERS

Section 7-1:

Promotion is hereby defined as a move from a lower job classification to a higher job classification. The Employer shall fill job vacancies from within the Agency before hiring new employees provided employees are available with the necessary qualifications to fill the vacant position.

Section 7-2:

Notice of all job vacancies shall be posted on all bulletin boards of the Agency. This notice shall remain on the bulletin boards for ten (10) work days and shall include job title, salary grade and brief description of job duties including qualifications and necessary skills. An employee on an authorized absence of no more than forty-five (45) calendar days shall within ten (10) work days of his return to work be afforded an opportunity to bid on any job posting posted during the authorized absence.

Employees who are absent from duty during the posting period will receive notification via the government issued email address and/or certified mail of vacancies in their grade level or above.

Section 7-3:

Promotions shall be made on the basis of agency seniority and qualifications to perform the work. In the event two or more employees have the same relative qualifications, the employee with the greatest departmental seniority shall be selected. An employee who is promoted shall be placed in the higher rated job for a trial period of sixty (60) calendar days, subject to an extension of thirty (30) calendar days at the option of the Employer. If, in the judgment of the Employer, the employee does not perform satisfactorily the duties of the new position, he may be returned to his former position at any time within the trial period. The employee may choose to return to his former position at any time within the trial period, without loss of seniority in his former position.

Section 7- 4:

For the purposes of this Article, an employee promoted to a new classified position shall retain his classification seniority in his old classification until he is permanently assigned to his new classification.

Section7- 5:

Transfer of employees made solely for the convenience of the Agency to replace an employee who is on a paid or unpaid leave of absence may last for the duration of such leave of absence.

Section 7-6:

An employee may apply for and receive a transfer to a position of another classification within the same salary grade. Such transfer shall be made upon request of the employee at the discretion of the Employer. An employee so transferred shall receive the same salary as in his former position.

Section 7-7:

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 VIII
REDUCTION AND RESTORATION OF FORCE

Section 8-1: Reduction in Work Forces

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

- A. Probationary employees in the affected job classification shall be laid off first, with seniority taking precedence.
- B. If it is necessary to make additional reductions in the work force, employees in the affected job classification (or classifications) shall be laid off in reverse order of their job classification seniority.
- C. An employee to be laid off may elect to be placed on layoffs or to bump an employee with less Agency seniority in a job classification or equivalent or lower salary grade, the duties of which the senior employee is able to perform properly without additional training.

Section 8-2: Notification of Layoff

Employees to be laid off shall be notified by the Agency at least two (2) biweekly pay periods in advance of the date of layoffs. Such notice shall be in writing and copy thereof shall be sent to the Union.

Section 8-3: Recall from Layoff

An employee shall be recalled from layoffs in the reverse order in which he was laid off provided he has the ability to do the required work without additional training.

Employees shall be notified of recall by certified mail, return receipt request, to the employee's last address contained in the Agency records. Simultaneously, a copy of said notification shall be given to the Local Union.

Employees who fail to notify the Agency within ten (10) work days after the receipt of the above recall letter of their intention to return to work within ten (10) work days shall be considered terminated provided that the Employer shall extend the notification period for a valid reason.

ARTICLE IX
RATES OF PAY AND CLASSIFICATION

Section 9-1: Salary Increases and Application

See Agreement: Wage Postponement

Section 9-2: Specifications and Classifications

- A. The job position titles including series and the corresponding job grades shall be those set forth in Appendix B of this Agreement.
- B. In the event of an amendment or revision of a job specification, the compensation of the incumbent shall not be reduced.
- C. Any change in a job specification or classification shall be reported to the Union in writing thirty (30) days in advance of its effective date.
- D. Employees shall receive a copy of their job specifications, indicating the duties and responsibilities thereof upon the execution of this agreement. Employees shall not be required to perform work which is unrelated to their job specifications. A copy of all job specifications shall be sent to the Union upon the execution of this agreement.

Section 9-3:

In the event of any assignment to a higher classification made solely for the convenience of the Agency for a period lasting for more than one (1) payroll period, the Employer shall pay the employee at his regular rate of pay plus ten percent (10%) or the minimum rate of the labor grade to which he is temporarily assigned, whichever is higher, commencing with the second payroll period from the assignment.

ARTICLE X
HOURS OF WORK AND OVERTIME

Section 10-1: Alternative Work Schedule Options

- A. 9-11 operators may choose to work either forty (40) hours per week or eighty (80) hours per pay cycle (a pay cycle is the interval of wage payments made to employees on a bi-weekly pay schedule) as follows:
1. **Eight-Hours Scheduling** - 9-1-1 operators may elect to work ten (10) eight (8) hour shifts per pay cycle. Under the Eight-Hour Scheduling option, 9-1-1 operators shall work alternate weekends and will not receive weekend over-time pay under this scheduling option.
 2. **Ten-Hour Scheduling**- 9-11 operators may elect to work four (4) ten (10) hour shifts per week or eight (8) ten (10) hour shifts per pay cycle. Under the Ten-Hour Scheduling option, 9-1-1 operators shall work alternate weekends and will not receive weekend over-time pay under this scheduling option.
 3. **Twelve-Hour Scheduling**- 9-11 operators may elect to work six (6) twelve (12) hour shifts and one (1) eight (8) hour shift per pay cycle; or any other combination of hours equaling forty (40) hours per week or eighty (80) hours per pay cycle, as mutually agreed to by the employee and management. Employees will not receive overtime pay for working these alternative work schedules unless:
 - a. employee works over eighty (80) hours per pay cycle; or
 - b. more than twelve (12) hours in a twenty (24) hour period.
 4. All employees will receive Holiday Pay for holidays worked or holiday time off as provided under Article XIV.

Section 10-2: Overtime Pay

- A. Overtime at the rate of one and one-half times the Employee's straight time hourly rate of pay shall be paid for:
1. Work performed in excess of twelve (12) hours in any one (1) work day twenty-four (24) hours work day; or
 2. Work performed in excess of eighty (80) hours in any one (1) pay period.
- B. Overtime at the rate of two times the Employee's straight time hourly rate of pay shall be paid for:

1. Work performed on holidays provided pursuant to the Virgin Islands Code, Rules and regulations, Executive Orders and/or directives.
- C. Because of the special nature of their work, Call Center Operators shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate of pay for the seventh (7th) consecutive scheduled day, provided the hours worked in the workweek as a result of such scheduling is more than forty (40) hours for both the sixth (6th) and seventh (7th) consecutive scheduled day.

Section 10-3: Call-Back Pay

An employee who is recalled for work shall be guaranteed a minimum of two (2) hours pay at time and one-half his hourly salary rate.

An employee who is recalled for work shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 ½) his regular hourly salary rate.

Section 10-4: Night Differential

An employee who is assigned to regular rotating night shift duty that is regularly or shift scheduled work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a differential at the following rates:

- A. For night work from 5 to 8 hours duration in a regular twelve (12) hour shift, a differential of ten percent (10%) of his base rate of pay;
- B. For more than eight (8) hours of night work, a differential of fifteen percent (15%) of his base rate of pay; provided that the night duty assignment was not made at the behest of the employee.
- C. An Employee is required to work more than five (5) hours between the hours 6:00 p.m. and 6:00 a.m. to be eligible for night differential.

Section 10-5: Exchange of Shifts

Operators may exchange shifts if in the opinion of Management the changes do not interfere with the operations of the VITEMA. Request for shift exchange should be in writing, signed by both employees and must be approved by the VITEMA.

ARTICLE XI

LEAVES OF ABSENCE

Section 11-1: Personal Leave

Only an employee who provides advance written notification of absence from work shall be entitled to a leave of absence. Notification given at least thirty (30) work days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

Section 11-2: Personal Leave Day

Call Center Operators shall be granted one (1) personal day off (birthday) with pay if the birthday falls on a regular scheduled workday, it shall be taken at the next available day. Call Center Operators shall be granted two (2) additional personal days off per year with pay, under the following conditions. The Call Center Operators who were not absent more than five (5) days or late more than ten (10) times in the preceding year. Such personal days off shall be scheduled at the request of the employee at such time or times as it will not unduly disrupt dispatching operations, upon the approval of Management. Personal days off provided herein shall not be charged to annual or sick leave or regular days off.

Section 11-3: Union Business Leave

Leave of absence, without pay, for the purpose of accepting positions with the International or Local Union, shall be available for no more than one (1) employee per agency at any given time. The leave must be approved by the Union and requested in writing by the employee and approved by management. Such leave shall be for a period not to exceed twelve (12) months. Continuous service shall not be broken by leave for this purpose but shall continue to accrue.

An employee(s) who has been elected or appointed by the Union to attend the International Union Convention/Conference will be granted six (6) days convention leave per

annum without loss of pay or deduction from annual leave. The Union shall provide thirty (30) days advance notice.

Section 11-4: Bereavement Leave

- A. An employee who suffers the death of his or her spouse, parents or legal guardian, children, grandparents, grandchildren, brothers, sisters, brother-in-law, sister-in-law, mother-in-law, and/or father-in-law shall be entitled to four (4) days bereavement leave without loss of pay or deduction from annual leave.
 - 1. An employee who has a death in their family not mentioned above (specially uncles, aunts, nieces, daughter-in-law, nephew and son-in-law) shall be granted one (1) day bereavement leave in order to attend the funeral.
- B. An employee who suffers the death of any other relative by blood or marriage in the same household shall be entitled to four (4) days bereavement leave without loss of pay or deduction from annual leave.
- C. If the circumstances necessitate additional time off, the employee may use annual and/or sick leave.

Section 11-5: Maternity Leave

- A. Upon presentation of medical certificate from a certified health provider or board certified physician confirming pregnancy, an employee may apply for and shall be granted maternity leave.
- B. To the extent available, an employee shall be permitted to charge any portion or all of her maternity leave to sick and/or annual leave. Where an employee has exhausted any sick or annual leave to which she might be entitled, the employee shall be allowed maternity leave without pay.
- 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 her former position at the termination of leave.

Section 11-6: Family Leave

- A. Any employee having a length of continuous governmental service of two (2) years or more may upon written request and appropriate substantiation be granted an unpaid leave of absence not to exceed six (6) months, surrounding the birth or adoption of a child or serious illness of a child, spouse, or parent. Such leave shall not be unreasonably withheld. To the extent available, an employee shall be permitted to charge any portion or all of such family leave to annual and /or sick leave.
- B. An employee on annual and/or sick leave pursuant to this Section shall continue to accrue annual leave, sick leave, and seniority. An employee on leave without pay shall continue to accrue only seniority and will be reinstated to his position at the termination of leave.
- C. Insurance coverage will remain in force provided that the employee on leave without pay contributes their share of premium cost.
- D. All employees are entitled to coverage pursuant to the Family and Medical Leave Act of 1993, Public Law 103-3 published February 5, 1993 and any subsequent amendments.

ARTICLE XII
JURY AND WITNESS SERVICE

Section 12-1: Jury Service

An employee shall be excused for duty without loss of pay or deduction from annual leave or sick leave for time required for jury service in the Superior Court or the District Court of the Virgin Islands (3 V.I.C. §586).

Section 12-2: Witness Service

An employee who is subpoenaed to serve as a witness for the Government of the Virgin Islands shall be excused for duty without loss of pay or deduction from annual leave or sick leave for the time required for such witness duty.

ARTICLE XIII
MILITARY SERVICE LEAVE

Section 13-1:

An employee who is a member of an active reserve unit of any branch of the Armed Forces 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 (3 V.I.C., §590).

Section 13-2:

An employee is entitled to leave without loss in pay, time or performance or efficiency rating for each day, not in excess of thirty (30) days in a calendar year in which he is on Federal active duty, Territorial Active Military Service or training duty as a Reserve of the Armed Forces, or a member of the National Guard (23 V.I.C., §1524).

ARTICLE XIV HOLIDAYS

Section 14-1:

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

Section 14-2:

For the convenience of covered employees, the contents of the Virgin Islands Code provisions pertaining to holidays are as follows:

January 1	New Year's Day
January 6	Three Kings' Day
3 rd Monday in January	Martin Luther King's Birthday
3 rd Monday in February	Presidents' Day
March 31	Transfer Day
Holy Thursday	
Good Friday	
Easter Monday	
Last Monday in May	Memorial Day
July 3	V.I. Emancipation Day
July 4	Independence Day
1 st Monday in September	Labor Day
2 nd Monday in October	Columbus Day & Puerto Rico Friendship Day
November 1	Liberty Day
November 11	Veteran's Day
4 th Thursday in November	Thanksgiving Day
December 25	Christmas Day
December 26	Christmas Second Day

and such other days as the President of the United States of America or the Governor of the Virgin Islands may, by proclamation, declare to be holidays. Whenever any holiday (other than Sunday) falls upon a Sunday, the Monday following shall be a legal holiday.

ARTICLE XV
SICK AND ANNUAL LEAVE

Section 15-1:

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

Section 15-2:

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

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

Notwithstanding the provisions of section 581 of this title, and except as provided in section 41 of Title 2 of this 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 day for each full biweekly pay period for an employee with less than 3 years of service;
- (2) Three-fourths day for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth day, for an employee with at least 3 but no more than 15 years of service; and
- (3) One day for each full biweekly pay period for an employee with 15 or more years of service.

Employees who return to the government service after an absence of no more than five years shall accrue leave at the rate accrued at the time of their most recent separation from the government service.

The word "employees" when used in this section shall include all personnel that have been identified in Case No. PERB-RC-10-01; Certification of Representation.

B. **Sick Leave** (Title 3, Chapter 25, §583):

- (a) Except as provided in section 41 of Title 2 of this 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 day for each full biweekly pay period.
- (b) A request for sick leave benefits or compensation shall be subject to the following:
1. Sick leave is a leave of absence from duty on account of sickness, injury or disability which incapacitates the employee for work. This includes medical, dental and optical treatment. Sick leave may be granted pursuant to prior request, in appropriate cases, or pursuant to request made after return to duty.
 2. An employee must submit proof of sickness for any absence from work for which his requests sick leave, regardless of the length of such absence. Unless sick leave has been granted pursuant to prior request, an employee shall inform his immediate supervisor within three (3) hours of the start of his workday that he will not be reporting for work that day due to sickness, injury, or disability. Failure to notify a supervisor in a timely fashion, without just cause that his absence is due to sickness, injury, or disability may result in the entire day's absence being treated as leave without pay.
 3. 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 employee who knowingly falsifies request for sick leave to be processed shall be subject to suspension or dismissal.
 4. Proof of sickness for an absence of three (3) or more consecutive work days shall include a certificate from a certified health provider or a board certified physician certifying that the employee was incapacitated for work.
 5. Proof of sickness for an absence of less than three (3) consecutive work days shall be, at the option of the employer, either (i) a certificate from a certified health provider or a board certified physician certifying that the employee was incapacitated for work, or (ii) a signed statement by the employee stating that he was incapacitated and unable to report to work due to illness, injury, or disability;

provided, however, that additional reasonable proof of incapacity to work, including a certificate from a certified health provider or a board certified physician, may also be required by an Agency Head in individual cases of continued or flagrant abuse. Any 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.

6. 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 the employee was incapacitated from work.
7. An absence from duty of any employee whose request for sick leave is denied under this Section shall be charged to annual leave or leave without pay, at the option of the employee.
 - (c) When required by serious disability or ailments, up to 30 day sick leave may be advanced upon approval by the Commissioner or head of an agency.
 - (d) Sick leave which is not used by an employee accumulates for use in succeeding years.
 - (e) Any employee of the Government of Virgin Islands who has accumulated sick leave shall retain all rights to such sick leave upon separation from one agency, commission or branch of the Government of the Virgin Islands and being re-employed in another department, commission or branch of the Government of the Virgin Islands; provided, however, that not more than six (6) months shall lapse between separation and re-employment. The provisions of this subsection shall apply if the employee is separated or separates from Government Service in order to enter the military service of the United States or to attend an institution of higher education except that in such case, not more than six (6) months shall lapse between separation from the military service and re-employment with the Government of the

Virgin Islands or failure to enroll for the next academic session of the institution of higher education and re-employment with the Government of the Virgin Islands.

Section 15-3:

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

Section 15-4:

If a holiday occurs during the work week in which annual leave is taken by an employee, the holiday shall not be charged to annual leave.

ARTICLE XVI
HEALTH, DISABILITY AND RETIREMENT BENEFITS

Pursuant to the Virgin Islands Code, V.I. Rules and Regulations, Executive Orders and/or directives, as they currently exist, or as they may be subsequently created, repealed, amended or revised, the following provisions applicable to Government employees shall apply equally to the employees covered by this Agreement:

- A. Chapter 25, Sub-chapter VIII, entitled "Health Insurance";
- B. Chapter 27, entitled "Retirement";
- C. Chapter 25, entitled "Duty Connected Disability";
- D. Chapter 25, entitled "Miscellaneous Benefits," §641-645.

ARTICLE XVII
EVALUATION AND PERSONNEL RECORD

Section 17-1:

An employee's performance rating shall be discussed between the Supervisor and the employee prior to signature. Where an employee disagrees with a specific section or an overall rating, he has the right to request a formal review by the head of the Agency. A formal review shall be held as soon as possible after such request and the employee may elect to have a Shop Steward present during such review.

Section 17-2:

A copy of any document (s) placed in an employee's personnel record shall be given to the affected employee within ten (10) work days of its placement, and any response submitted by the employee shall also become part of the employee's personnel record.

Section 17-3:

For purposes of disciplinary action, no record which is more than twenty four (24) months old may be considered.

ARTICLE XVIII

EDUCATION AND TRAINING

Section 18-1:

The Agency and the Union agree that the training and development of employees within the unit relative to certification are matters of primary importance. The parties shall seek the maximum training and development of all employees, subject to the availability of funds.

Section 18-2:

All employees of the unit are entitled to full participation in training and development projects initiated by the Agency, as it relates to the ECC (Emergency Communication Center). This includes in-service training as well as seminars, workshops and conferences held off-island.

Section 18-3: In-Service Education

Attendance at in-service training, educational workshops and conferences is mandatory. When an employee does not attend such training, he shall be subject to disciplinary action. Exception shall be made based on the following:

- A. Personal illness;
- B. Illness or death of a member of his immediate family;
- C. Vacation; and
- D. Other legitimate reasons.

Section 18-4:

If the workshop or conference is held outside the Agency, but during the employee's regular working hours, the employee shall be paid at his regular rate of pay.

Section 18-5:

If an employee is required to attend a workshop or conference and said attendance causes the employee to work in excess of eight (8) hours in anyone day, forty (40) hours in any one week, the employee shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly wage for all hours spent in attendance at the workshop or conference.

Section 18-6:

Accurate records of attendance and absences of the workshop or conference shall be maintained. Copies of said records shall be given to the employee(s) concerned, on request.

Section 18-7:

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

Section 18-8:

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

Section 18-9:

- A. The Agency shall post notices of job-related courses for all employees who have the requisite qualifications.
- B. All newly hired operators shall be trained for a period of no less than six (6) weeks before being assigned to a regular tour of duty (shift).
- C. The equipment necessary for such training shall be provided by the Employer. The Agency shall conduct annual seminars or workshops to provide all operators with an update of all relevant changes in the law as it relates to ECC 911 operations.

Section 18-10: Tuition Reimbursement Program

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

- A. The course (s) of study to be taken by the employee must relate to the employee's field of employ as exclusively determined by the Agency;
- B. The course (s) must be taken at an accredited educational institution;
- C. If the course is offered at more than one scheduled time, the employee must choose the class schedule which shall least conflict with their employee's regular work schedule. If the employee is unable to obtain a class schedule which does not

conflict with his work schedule, the Agency shall release the employee from work without loss of pay for that period of time reasonably necessary to attend the class; provided, however, that said release does not unduly disrupt the Agency's regular scheduling and performance of work;

- D. An employee will be released from work only after he has received approval of the course from the Agency and have presented evidence of their enrollment in the course to the Agency; and
- E. Upon submission of evidence of enrollment and passing grade of C or better satisfactory completion of the course, the Agency shall reimburse to the employee tuition costs and fees, including books and similar course materials, not to exceed \$500.00 per semester. No Employee shall receive tuition in full, pursuant to this contract, where such tuition has been paid by scholarship or grant. However, if a scholarship or grant does not fully cover the tuition, the Agency shall make up the difference.

Section 18-11: Study Leave Program

Leave of absence with pay for study may be granted to an employee to improve his knowledge and skills in an appropriate field of study. Such leave shall not exceed twelve (12) calendar months subject to an extension for like period provided to no other employee within the agency has applied for such leave. Application for study leave shall be submitted by December 15 and notification of grant or denial of the application shall be made by March 1st.

An applicant must state his years in service in V.I. Government; period of leave sought; institution where study is to be pursued; plan of study and goal sought to be achieved. Applicant must have at least three (3) years continuing service in the Agency immediately prior to the date of application in order to be eligible.

An applicant granted study leave with pay shall be obliged to submit interim academic progress reports signed by a responsible officer of the institution selected, and a final certificate of satisfactory completion of the study program. Failure to report satisfactory interim progress or final completion may be cause for withdrawal of leave status in whole or part.

An employee granted study leave is required to perform at least two (2) years' service with the Agency following termination of such leave. If such employee resigns prior to the expiration of said two (2) year period, the Employer may offset pro-rata the cost of the year's pay against any cumulative annual leave payment which may become due to the employee.

Section 18-12:

An employee who has completed his/her courses of study in a subject relevant to that of Emergency Call Center Operators (ECCO) and graduated with a degree shall be paid a one time, lump sum payments, subject to the availability of funds, effective upon the full approval of the contract, as follows:

- (a) 3% of base salary for an associate degree;
- (b) 8% of base salary for a baccalaureate degree; and
- (c) 13% of base salary for a post graduate degree

ARTICLE XIX

UNION ACTIVITIES

Section 19-1: Negotiating Committee

The Employer shall recognize members of the negotiating committee designated by the Union for the purpose of participating in contract negotiations. The Negotiating Committee shall suffer no loss of pay for reasonable work time spent in such activities only.

Section 19-2: Grievance Committee

The Union shall establish a Grievance Committee for the St. Thomas/St. John District and for the St. Croix District. Each committee shall consist of not more than three (3) members of the Union.

A member of the Grievance Committee shall be granted reasonable administrative time without loss of pay to investigate and process a grievance including necessary meetings with Management Personnel for this purpose.

Section 19-3: Notice to Employer

The Union shall inform the Employer in writing of the names of the Union Officers, Grievance Committee members, Negotiating Committee members and others who are authorized to act as such representatives.

Section 19-4: Bulletin Boards

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

Section 19-5: Union Access

Upon two (2) business days' notice, except in cases of emergencies, with approval by the Agency Head, officers and representatives of the Union shall be granted access to the Employer's facilities during the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, unless prevented by existing conditions, for the purpose of investigating, adjusting and discussing grievances, complaints, disputes, and/or other matters pertaining to this Agreement. While at the

employers' facility, the officers and representatives of the Union must be escorted by a non-union Agency member at all times.

Section 19-6: Facilities

Union members or representatives shall be permitted to use designated facilities on Employer's premises to conduct Union business during non-working hours upon obtaining permission from the Department Head or designee.

ARTICLE XX
LABOR-MANAGEMENT COMMITTEE

Section 20-1:

The Employer and the Union agree to establish a joint Labor-Management Committee. The Union Committee members shall be designated by the Union and the Management Committee members shall be designated by the Employer. The Committee will meet not less often than once each calendar quarter. Minutes and proceedings of the meeting shall be kept. Agenda items shall be submitted by both parties three (3) workdays in advance of each meeting.

Section 20-2:

An equal number of Union and Employer representatives shall attend the scheduled meetings. Union representatives who are also employees shall suffer no loss of pay for time spent in attendance at such meetings held during work time.

Section 20-3:

The joint Labor-Management Committee shall 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; and the implementation of Equal Employment Opportunity and related matters.

It is expressly agreed that individual grievances shall not be discussed during Committee meetings.

ARTICLE XXI
SAFETY AND HEALTH

Section 21-1:

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

Section 21-2:

Cooling system, lighting system, ventilation system, lavatories and equipment shall be maintained in good working condition, except in instances beyond the control of the Agency. All employees shall be trained in the use of fire extinguishers.

Section 21-3:

First aid kits shall be provided by the Employer to the extent necessary to provide adequate first aid for all employees. Employees shall be trained in C.P.R. An employee may be allowed time off from his regular duty for CPR Training.

Section 21-4:

All grievances relative to Safety and Health shall be processed directly into Step 3 of the Grievance Procedure.

Section 21-5:

The Employer and the Union mutually agree to abide with applicable provisions of the Occupational Safety and Health Act.

The Employer shall furnish to the Union copies of any reports required by law.

Section 21-6:

The Employer and the Union shall form a safety committee which shall meet at reasonable times.

Section 21-7:

- A. VITEMA will make every effort to provide and maintain a safe and healthy workplace by adhering to acceptable industry standards and comply with occupational health and safety legislation.
- B. Whenever there is no running water on the premises, employees shall be permitted to leave the building for a reasonable time, determined by the immediate supervisor subject to reporting to their Squad Leader and obtaining Squad Leader's authorization.

ARTICLE XXII

PAYROLL STATEMENT

Section 22-1: Check-Stub Information

The Employer shall provide each employee with an accurate itemized payroll statement (check-stub) each pay period, showing the pay period for which this employee has been paid, accrued annual and sick leave, gross earnings, deductions and net amount paid.

Section 22-2: Accrued Year to Date Earnings and Deduction

The Employer shall provide each employee with a quarterly itemized payroll statement showing the following: gross earnings, deductions, (FICA, Retirement Contributions, Withholding Tax and Other), net pay, pay period, hours worked and leave used.

Section 22-3:

An employee's individual request for an itemized statement including hours worked, accumulated sick leave and annual leave shall be furnished to the employee within five (5) work days. The employee's request must be made in writing to the appropriate payroll office; the employee 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 22-4:

Sections 22-1, 22-2 and 22-3 will remain in effect until such time that the Division of Personnel's Employee Self Service Module (ESS) become operable.

ARTICLE XXIII
COPIES OF AGREEMENT

The Employer and the Union agree to have the Agreement printed and distributed to all employees and supervisors respectively in the bargaining unit within sixty (60) days of the execution of this Agreement. It is further agreed that proof copies of the Agreement shall be reviewed and approved by the Government and the Union prior to the preparation of a CD.

ARTICLE XXIV
NON-DISCRIMINATION

Section 24-1:

The Employer and the Union agree that the provisions of this Agreement shall be applied to all employees and prospective employees covered thereby without regard to race, color, natural origin, religion, political beliefs, gender or sex, marital status, age, place of birth, union or non-union membership, or activity on behalf of the Union.

Section 24-2:

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

ARTICLE XXV
NO STRIKES OR LOCKOUT

Section 25-1:

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

Section 25-2:

In the event of a strike or other work stoppage or lockout in violation of section one (1) of this Article, the Employer shall notify the International Union of any such act by fax or mail at the address shown below * and shall notify the Local Union by mail or fax. Upon receipt thereof the Union shall instruct the employee engaged in such activity to end such strike or other work stoppage or lockout forthwith.

*International President
United Steelworkers
Five Gateway Center
Pittsburgh, Pennsylvania, 15222.

*Local address:
United Steelworkers
V.I. Taxi Association Building
Estate Contant #8352
St. Thomas USVI 00802-8352
Fax: 340-779-7335
And
P.O. Box 5972
Christiansted, Virgin Islands 00823

ARTICLE XXVI
SAVINGS CLAUSE

Should Virgin Islands or Federal laws or regulations compel the cancellation or modification of any provision of this Agreement with respect to application at any time during the term of the Agreement, it is agreed that such provision shall thereupon be inoperative and the Employer and the Union shall, within ten (10) days thereafter, meet for the purpose of negotiating changes made necessary by applicable laws of regulations. Any cancellations or modifications so required and made shall not invalidate any other provisions of this Agreement.

ARTICLE XXVII
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 Employer and the Union.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

Section 28-1: Automation

When the installation of mechanical or electronic equipment may have an effect on the job status of the employees in the bargaining unit covered by this Agreement, the Employer shall review the matter with the Local Union not less than thirty (30) days in advance of the date of such installation.

Should such equipment have an effect on the job status of employees in the bargaining Unit, the Employer shall utilize existing employees where possible, in the operation of said mechanical and electronic equipment and shall provide reasonable training for said employees when necessary.

The provisions of this section shall not be construed as limiting the rights of the Employer under the provisions of Article IV, Management Rights and Responsibilities, of this Agreement.

Section 28-2: Individual Contracts

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

Section 28-3: Coffee Break

All employees shall be entitled to one fifteen (15) minute coffee break in the morning and one fifteen (15) minute coffee break in the afternoon. Coffee breaks may be taken outside the office provided that the employee uses no more than the allotted fifteen (15) minutes.

Section 28-4: Use of Personal Vehicles

No employee shall be required to use his personal vehicle on Agency business unless compensated therefor, in accordance with applicable Executive Order. Personnel required to use public transportation for the Agency's business shall be reimbursed therefor.

Section 28-5: Equipment and Supplies

The Employer shall provide reasonable and adequate equipment and supplies to each employee for the proper performance of this duty. A specific inventory of need shall be considered by the Labor/Management Committee.

Section 28-6: Compensation Under Emergency Duty

- A. In the event that the Governor or his designee proclaims a state of emergency as a result of a natural disaster and an employee is required to report to his duty station, while other employees remain on administrative leave, he shall be provided with transportation from home to his usual place or other station and return to the extent necessary.
- B. Such employee on the scheduled work shift shall be paid at their base rate. Employees not on the scheduled regular shift that are required to perform duties during a period of emergency, shall be paid 1 ½ times his base salary, until officially relieved at the end of duty.

Section 28-7: Overtime Meal Allowance

Any employee who is required to work four (4) or more hours past his regular scheduled shift shall be furnished a meal with beverage or meal allowance of \$15.00 at the Employer's expense and discretion on or before his tenth hour of work.

Section 28-8: Rotating Shift

All employees who are on a regular rotating shift shall not be scheduled to return to work within twelve (12) hours of the previous shift; except on the day the shift changes or unless there is an emergency.

Section 28-9: Employee Lounge

The Employer shall provide an adequate, enclosed employee lounge equipped with comfortable furniture and a first aid kit. Such lounge shall be maintained in a sanitary condition so that employees may use it as an eating facility.

Section 28-10: Identification Tags

Each employee shall be furnished with a suitable identification tag which shall be worn at all times during working hours.

Section 28-11: Secured Facility

A locker or other secured facility shall be provided for each operator.

Section 28-12: Statutory Benefits

In accordance with applicable law, any operator who is injured while acting in his official authorized capacity shall be compensated and entitled to all statutory benefits as though he was performing his regular duties. Such benefits shall include: Workmen's Compensation; Duty Disability; Death Benefits; and Group Health Insurance.

Section 28-16: Off-Duty Compensation

An employee, who is required during his off-duty hours to appear in Court or Office of the Attorney General or Office of the U.S. Attorney on behalf of the Government, shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate for the actual number of hours involved; except that compensation shall not be less than two (2) hours in any case.

Section 28-18:

All equipment issued shall be returned to the Employer upon termination of employment for whatever reason. The employee is liable for all damages due to the employee's' negligence during employment or upon termination.

ARTICLE XXIX
DURATION AND TERMINATION

Section 29-1:

This Agreement shall become operative at 12:01 a.m. of the first (1st) day of October, 2017 and shall expire at midnight of the thirtieth (30th) day of September, 2022.

Section 29-2:

This Agreement shall have no effect and shall be unenforceable unless signed by the Governor of the Virgin Islands. Every effort will be made to ensure that all of the required signatures to the Tentative Agreement and CBA are affixed within a reasonable period of time. 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 the appropriate legislation.

Section 29-3:

This Agreement shall be reopened for negotiations relative to wages and benefits only, upon forty-eight (48) hours notice by either party. The parties shall meet within seventy-two (72) hours of such notice. All other provisions of this Agreement shall remain in full force and effect except Article XXV – NO STRIKE OR LOCKOUT shall not apply in the event of a dispute arising from said negotiations.

Section 29-4:


The Government is fully aware of the social and economic consequences of layoffs. The Government shall therefore continue to make every effort to improve its fiscal position by all means, including the collection of outstanding accounts receivable, before resorting to layoffs. The Government also agrees to meet and discuss with the Union any such plans prior to implementation.

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

GOVERNMENT OF THE VIRGIN ISLANDS

BY: 
Natalie Nelson Tang How, Esq.
Chief Negotiator

APPROVED


Kenneth E. Mapp
Governor, U.S. Virgin Islands

Date:

12-27-18

UNITED STEELWORKERS AFL-CIO, CLC


BY: _____
Leo Gerard
International President

Stanley W. Johnson
International Secretary/Treasurer

Thomas Conway
Vice President, Administration

Frederick D. Redmond
Vice President, Human Affairs

Daniel Flippo
District Director – District 9


Gerard "Jerry" Jackson
Staff Representative – District 9


James Frederick
President – Local Union 8248


Sheryl Parris
President – Local Union 8249


Carly Lawrence
Negotiating Committee Member
Local Union 8249


Noreen N. Taylor
Negotiating Committee Member
Local Union 8249

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

GOVERNMENT OF THE VIRGIN ISLANDS

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

APPROVED

Kenneth E. Mapp
Governor, U.S. Virgin Islands

Date: _____

UNITED STEELWORKERS AFL-CIO, CLC

BY: [Signature]
Leo Gerard
International President

Stanley W. Johnson
International Secretary/Treasurer

[Signature]
Thomas Conway
Vice President, Administration

[Signature]
Frederick D. Redmond
Vice President, Human Affairs

[Signature]
Daniel Flippo
District Director - District 9

[Signature]
Gerard "Jerry" Jackson
Staff Representative - District 9

[Signature]
James Frederick
President - Local Union 8248

[Signature]
Sheryl Parris
President - Local Union 8249

[Signature]
Carly Lawrence
Negotiating Committee Member
Local Union 8248

[Signature]
Noreen M. Taylor
Negotiating Committee Member
Local Union 8249

