

COLLECTIVE BARGAINING AGREEMENT

between The

**UNITED STATES VIRGIN ISLANDS
ECONOMIC DEVELOPMENT
AUTHORITY**

of the

GOVERNMENT OF THE VIRGIN ISLANDS

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 8249**

Effective Date: October 1, 2016

Expiration Date: September 30, 2021

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	3
I	PURPOSE	4
II	SCOPE AND RECOGNITION	5
III	UNION SECURITY	6
IV	MANAGEMENT RIGHTS AND RESPONSIBILITIES	8
V	GRIEVANCE AND ARBITRATION PROCEDURE	9
VI	SENIORITY	14
VII	PROMOTION AND TRANSFERS	17
VIII	REDUCTION AND RESTORATION OF FORCES	20
IX	RATE OF PAY AND CLASSIFICATION	21
X	HOURS OF WORK AND OVERTIME	23
XI	LEAVE OF ABSENCE	25
XII	JURY AND WITNESS SERVICE	28
XIII	MILITARY SERVICE LEAVE	29
XIV	HOLIDAYS	30
XV	SICK AND ANNUAL LEAVE	31
XVI	HEALTH, DISABILITY AND RETIREMENT BENEFITS	35
XVII	EVALUATION AND PERSONNEL RECORD	36
XVIII	EDUCATION AND TRAINING	37
XIX	UNION ACTIVITIES	41
XX	LABOR-MANAGEMENT COMMITTEE	43
XXI	SAFETY AND HEALTH	44
XXII	PAYROLL STATEMENT	46
XXIII	COPIES OF AGREEMENT	47
XXIV	NON-DISCRIMINATION	48
XXV	NO STRIKES OR LOCKOUT	49
XXVI	MISCELLANEOUS PROVISIONS	50
XXVII	SAVINGS CLAUSE	54
XXVIII	TOTALITY OF AGREEMENT	55
XXIX	DURATION AND TERMINATION	56
	APPENDIX A	57
	APPENDIX B	58
	SIGNATURES	59

PREAMBLE

Section A:

THIS AGREEMENT is entered into this 1st day of October 2016 by and between UNITED STATES VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY, a semiautonomous entity of the GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS ("USVIEDA") and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED-INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC ("Union") on behalf of employees of the bargaining unit set forth in Article II - Scope and Recognition, hereinafter collectively referred to as the "Parties". Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective October 1, 2016.

Section B:

This Agreement shall become operative at 12:01 a.m. of the first (1st) day of October, 2016 and shall expire at midnight of the thirtieth (30th) day of September, 2021.

Section C:

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

ARTICLE I **PURPOSE**

Section 1.01:

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 USVIEDA; to provide procedures for the prompt and equitable adjustment of grievances; to maintain good relations between the USVIEDA and the employees; to ensure the safety and welfare of all employees in the bargaining unit; and to foster and promote the best interests of the USVIEDA and employees.

Section 1.02:

The USVIEDA and the Union shall provide each other with such advance 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 1.03:

The Parties agree to combine their efforts to combat absenteeism, tardiness, and to promote good will among the USVIEDA and its employees .

Section 1.04:

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 2.01:

The USVIEDA hereby recognizes the Union as the exclusive bargaining representative for all personnel in the appropriate bargaining unit in the USVIEDA as certified under the Public Employees Relations Board ("PERB") as set forth in Case No. PERB-RC-82-6.

Section 2.02:

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

Section 2.03:

Work performed by employees may be contracted out by the USVIEDA when it is determined that it can be performed by the contractor more efficiently or more economically. The USVIEDA will place an employee in any position for which qualified utilizing the seniority clause. Such employee shall participate in training programs made available by the USVIEDA, in order to become qualified for other available jobs within the USVIEDA.

Section 2.04:

Any practice or custom followed as a matter of USVIEDA 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, and subject to Article IV, Section 2 of this Agreement.

ARTICLE III
UNION SECURITY

Section 3.01:

Union Membership. The USVIEDA recognizes the right of any eligible employee to become a member of the Union and will 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 3.02:

Union Security. It shall be a condition of employment that 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 to the Union either dues or payment-in-lieu of dues.

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.

A payment-in-lieu of dues shall be, as is provided in 24 V.I.C. section 373(d) (Act No. 4440), an amount equal to the costs to the Union for representation purposes proportioned among the members of the bargaining unit or an amount equal to the dues of a member, whichever is less. Provided, however, that if existing law is amended to eliminate the limitation of "whichever is less," then and in that event, as of the effective date of any such amendment, the preceding sentence shall be deemed amended to delete the words "whichever is less."

It is the employee who shall choose whether to pay dues as a member or payment-in-lieu of dues as a non-member of the Union.

Section 3.03:

Check-off. The USVIEDA agrees to establish and maintain a check-off procedure whereby the USVIEDA, 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 by USVIEDA shall commence with respect to dues for the month in which the USVIEDA receives 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 therefrom, and the month for which said deduction is made to:

International Security Treasurer
United Steelworkers of America
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.

Section 3.04:

The USVIEDA shall notify the Union within thirty (30) days of said employment of any employee hired whether temporary, part-time, or permanent, once the employee is performing in any classification within the bargaining unit as certified by PERB.

ARTICLE IV
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.01:

The USVIEDA 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 therefor;
- 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 USVIEDA's operations are to be conducted; and
- F. taking such actions as may be necessary to carry out the mission of the USVIEDA including during times of emergency.

Section 4.02:

The USVIEDA reserves the right to establish and enforce reasonable uniform rules and regulations governing employment responsibilities of employees. Such rules and regulations and all amendments thereto shall be made known to all employees and to the Union at least thirty (30) days in advance of this implementation with notice taking effect on the date of distribution, with proof of delivery to Union. The application of such rules, regulations and amendments shall not be discriminatory or inconsistent with the Agreement.

Section 4.03:

The USVIEDA shall have the right, in this discretion, to adopt, amend, revise or revoke any job description or classification in the best interest of the USVIEDA, subject to the provisions of this Agreement.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.01:

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 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.

Section 5.02:

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

Section 5.03:

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

A. Step 1: The employee shall discuss the complaint or request with his immediate supervisor. The employee may elect to have a member of the Grievance Committee present during this discussion. The supervisor shall within three (3) workdays of said discussion, advise the employee and, where appropriate, the Grievance Committee member of this decision. *See Section 19.02, Grievance Committee.*

B. Step 2: If the matter has not been resolved by the employee and his immediate supervisor in Step 1, it must be reduced to writing by the employee or the Union within ten (10) workdays and presented to the Division Head or Designee in order to be considered further. A meeting between the Division Head or Designee, the grievant, a member of the Grievance Committee and, the Union President or Designee shall be held to discuss the grievance within five (5) workdays after it has been presented. Within five (5) workdays after this meeting has been held,

the Division Head or Designee shall advise the grievant, the member of the Grievance Committee, and Union President or Designee in writing, of his decision.

C. Step 3: If the Division Head or Designee's decision is not acceptable to the Union, then the Union, within five (5) workdays after receiving the answer in Step 2, shall appeal the decision to the Chief Executive Officer ("CEO") in writing. A meeting between the CEO or Designee, the Representative of the International Union, the grievant, the member of the Grievance Committee and the Union President or Designee shall be held to discuss the grievance within ten (10) workdays after it had been appealed to the CEO or Designee. It is recognized that to accommodate the work schedule of the Representative of the International Union and the CEO 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 time limit of this Step 3 meeting, said time shall not be extended for more than twenty (20) workdays from receipt of the Union's filing at Step 3. Within ten (10) workdays after this meeting has been held, the CEO or Designee shall advise the Representative of the International Union, the grievant, and the Grievance Committee member, and the Union President or his Designee of his decision in writing. The decision shall contain a brief summary of the proceedings and the statement of the CEO or Designee's position. In the event of arbitration for the sole reason that the Employer has failed to observe the time limit of this Step 3, the Arbitrator's compensation and expenses shall be borne completely by the USVIEDA.

Section 5.04:

Grievances which directly affect a large group of employees may be initiated by the Union at the Step 3 level of the grievance procedure outlined in this Article.

Section 5.05:

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

Section 5.06:

All grievances shall be presented promptly and in no event later than ten (10) workdays after the employee or employees knew or should have reasonably known of the occurrence or non-occurrence of the incident which gave rise to the grievance.

Section 5.07:

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 USVIEDA. The Union may withdraw a grievance at any step in the procedure by notifying the USVIEDA in writing. If the USVIEDA fails to process its response to a grievance within the time limits provided, the Union shall have the right of automatic appeal. If the USVIEDA initiated the grievance, the role shall be reversed.

Section 5.08:

If the grievance is not resolved in Step 3 of the aforementioned procedure, the Representative of the International Union or his designee and the Employer may within five (5) working days after receiving the answer of the CEO, submit a written request to the Public Employees Relations Board (PERB) to refer the matter to mediation. The parties agree to utilize the rules and procedures for mediation as approved by the PERB.

Section 5.09:

In the event a grievance remains unsettled under the foregoing procedures, the Representative of the International Union may by written notice to the CEO within ten (10) workdays 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 shall, within five (5) workdays after the date of written designation of the grievance for arbitration, request from the PERB a list of names and addresses of local impartial persons. The Parties shall then make every effort to agree to one (1) 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) workdays of the exchange of list, the Parties acting jointly shall request the Federal Mediation and Conciliation Service ("FMCS") to provide to the Parties a panel of seven (7) arbitrators in accordance with the rules and procedures of the FMCS. Within ten (10) workdays following receipt of such panel, the Parties shall make every effort to agree to one of the persons from the panel as the Arbitrator.

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 5.10:

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 USVIEDA.

Section 5.11:

All time limits set forth in this Article may be extended by mutual agreement. Whenever used in this Article, the term "work day" means Monday through Friday, exclusive of holidays.

Section 5.12:

No employee shall be suspended or discharged except for just cause. In the event an employee is suspended or discharged, the USVIEDA 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 CEO within ten (10) workdays of notice of such action. Such grievance shall be heard by the CEO within ten (10) workdays and written decision shall be submitted to the Union within three (3) workdays. In the event the grievance remains unsettled, the Representative of the International Union may give written notice to the CEO, within ten (10) workdays of receipt of the latter's decision, appealing the matter to arbitration as set forth in Section 8 of this Article.

If an employee is suspended or discharged for cause, his right to compensation shall remain unaffected until a grievance challenging the suspension or discharge has been finally disposed of or the time in which to file a grievance has expired, whichever occurs earlier. The Parties recognize that it is essential that a proper balance be maintained between the employee's right to unaffected compensation and the USVIEDA's right to manage its Division. Accordingly, to ensure that balance, the right to unaffected compensation pursuant to this paragraph shall not apply to an employee who is discharged for committing a felony.

Section 5.13:

There shall be a limit of thirty (30) work days for the USVIEDA to institute disciplinary action against any employee.

Section 5.14:

Any discussion on proposals made but not adopted during negotiations shall not be used or referred to in any way during or in connection with arbitration of any grievance arising under the provision of this Agreement.

ARTICLE VI **SENIORITY**

Section 6.01:

- A. **Service Seniority.** is defined as an employee's length of continuous service with the Government of the Virgin Islands or USVIEDA from date of first employment or re-employment following a break in continuous service.
- B. **USVIEDA Seniority.** is defined as an employee's length of continuous service with the USVIEDA 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.
- D. Any USVIEDA employee hired in a temporary position, which at a later date is made permanent, shall be given first opportunity to fill the permanent position; provided, however, such employee is qualified and is performing satisfactorily.

Section 6.02:

Probationary Period. New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first 180 days of employment and will 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 USVIEDA, provided that this will not be used for purposes of discrimination because of race, color, religion, creed, national origin, or sex, or because of membership in the Union. Upon completion of the probationary period, the employee shall accrue service, USVIEDA and job classification seniority retroactive to date of hire. Employees whose positions are reclassified shall serve no probationary or trial period.

Section 6.03:

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 6.04:

Seniority Lists. Within ninety (90) days of the effective date of this Agreement and semi-annually thereafter, the USVIEDA 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 USVIEDA and their current job classifications.

Section 6.05:

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 6.06:

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) workdays after receipt of notification by certified mail by the USVIEDA to the last known address of such employee as shown on the USVIEDA's record, provided that the USVIEDA 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. Fail to report for work after being off due to a compensable occupational injury or accident within ten (10) workdays after this authorization to return to work by his doctor.
- H. Is absent from work for ten (10) consecutive scheduled workdays without first notifying the USVIEDA, unless such failure to notify the USVIEDA is due to reasons beyond the control of the employee.

Section 6.07:

Part-Time and Temporary Employees

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

B. Temporary Employee. A temporary employee is an employee who is hired for an indefinite period on a non-permanent basis not to exceed one (1) year or for the duration of the leave of absence of an employee whose vacancy is being filled. A temporary employee shall not accrue any seniority rights, provided, however, if the USVIEDA decides to retain such employee at the termination of temporary employment, his seniority shall date from the original date of hire and he shall not be required to serve a further probation period.

Section 6.08:

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 will apply shall be designated to the USVIEDA in writing

ARTICLE VII
PROMOTIONS AND TRANSFERS

Section 7.01:

Promotion is defined as a move from a lower job classification to a higher job classification. It is the intention of the USVIEDA to fill job vacancies from within the USVIEDA before hiring new employees providing employees are available with the necessary qualifications to fill the vacant position.

Section 7.02:

Notice of all job vacancies shall be posted on all bulletin boards of the USVIEDA. This notice will remain on the bulletin boards for ten (10) workdays and shall include job title, salary grade and brief description of job duties including qualifications and necessary skills. An employee on an authorized absence up to thirty (30) calendar days shall within ten (10) workdays of his return to work be afforded an opportunity to bid on any job posting posted during the authorized absence, unless it presents an undue hardship, in which case the Union shall be notified by USVIEDA within five (5) working days.

Employees who are absent from duty during the posting period due to extended leave in excess of thirty (30) days will receive notification of vacancies in their grade level or above. Such employee shall be notified by certified mail by the USVIEDA to the last reported address as shown on the USVIEDA's records. This written notice shall be mailed on the same date that the vacancy is posted.

Section 7.03:

Promotions shall be made on the basis of USVIEDA seniority and qualifications to perform the work. In the event two (2) or more employees have the same relative qualifications, the employee with the greatest USVIEDA 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 USVIEDA. If, in the judgment of the

USVIEDA, 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 sixty (60) days trial period. The employee may choose to return to his former position, at any time within sixty (60) days of the trial period, without loss of seniority in his former position.

Section 7.04:

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

An employee who is promoted shall be paid at the salary step which represents at least a two (2) step increase over the salary received immediately prior to the promotion as determined by Human Resources provided such increase is not less than the first step of the new range and does not exceed the top step of the new range.

Section 7.05:

Transfer is defined as a change in position within the USVIEDA where the new position is substantially equal to the old position in terms of pay, status, and responsibilities. Transfer of employees made solely for the convenience of the USVIEDA to replace an employee who is on a paid or unpaid leave of absence may last for the duration of such leave of absence. Transfers to fill a permanent vacancy on an interim basis shall last for a period of no longer than ninety (90) calendar days.

Section 7.06:

An employee may apply for and receive a lateral 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 USVIEDA. An employee so transferred shall receive the same salary as in his former position. An employee who receives a lateral transfer shall be placed in the position for a trial period of sixty (60) calendar days, subject to an extension of thirty (30) calendar days at the option of the USVIEDA. If, in the judgment of the USVIEDA, 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 during the trial period, without loss of seniority in his former position.

Section 7.07:

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 8.01:

Reduction in Workforce. In the event of a reduction in force, the following procedure will 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 workforce, employees in the affected job classification(s) 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 layoff or to bump an employee with less USVIEDA 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 8.02:

Notification of Layoff. Employees to be laid off shall be notified by the USVIEDA 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 8.03:

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 USVIEDA records. Simultaneously, a copy of said notification shall be given to the Local Union.

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

ARTICLE IX
RATES OF PAY AND CLASSIFICATION

Section 9.01:

Salary Increases and Application:

A. *Settlement in lieu of retroactive wages:

Fiscal Year 2012 0%

Fiscal Year 2013 0%

Fiscal Year 2014 3.0%

Fiscal Year 2015 3.0%

Fiscal Year 2016 3.0%

* Payments will be prorated based on employee's time in position during the applicable year; payments capped at \$5,000.00.

B. Effective October 1, 2016 (Fiscal Year 2017):

(a) Increase current salary by 5.0%

(b) Create 40 step pay plan to reflect 2.0% increase between steps

(c) Slot employee into 40 step pay plan

C. Effective October 1, 2017 (Fiscal Year 2018):

Move employee out one (1) step on 40 step pay plan

D. Effective October 1, 2018 (Fiscal Year 2019):

Move employee out one (1) step on 40 step pay plan

E. Effective October 1, 2019 (Fiscal Year 2020):

Move employee out one (1) step on 40 step pay plan

Section 9.02:

Specifications and Classification

- A. The job position titles 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 or classification, 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 by October 1, 2016.

Employees shall not be required to perform work which is unrelated to their job specifications, unless on an emergency basis. No employee, however, will be required to perform any unskilled work outside his assigned work area.

If USVIEDA adopts a 40 step Pay Plan or any other Pay Plan, the Parties shall meet to negotiate any greater benefits provided to any other employees. If an agreement is not reached between the Parties, then the provisions of Article XXV - NO STRIKE OR LOCKOUT - shall not be enforceable in such dispute only

Section 9.03:

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

An employee performing work in a position of a lower labor grade on a temporary basis at the request of USVIEDA shall receive the applicable rate he otherwise would have received if he had not been temporarily assigned.

ARTICLE X
HOURS OF WORK AND OVERTIME

Section 10.01:

Standard Workweek, Flexible Work Schedule, and Alternate Work Schedule

- A. **Standard Workweek:** Employees will be scheduled to work a normal period of forty (40) hours within the workweek, beginning at 8:00 a.m. on Monday and ending at 5:00 p.m. on Friday, except for those employees currently occupying positions that are scheduled to begin or end at times other than specified herein. Each work day shall consist of eight (8) consecutive hours, excluding the lunch period.
- B. **Flexible Work Schedule:** An employee may request a flexible eight (8) hour work schedule to begin at a time other than 8:00 a.m. to accommodate the special needs of the employee. Such request shall be granted if it does not unduly disrupt the operations of the USVIEDA. Should a conflict arise regarding the scheduling of flex hours among employees on the same job, seniority shall be the determining factor.
- C. **Alternate Work Schedule:** Employees may elect to work an Alternate Work Schedule ("AWS") pursuant to USVIEDA's policy. A **5-4/9 AWS** is an 80-hour biweekly work requirement, which is scheduled for fewer than ten (10) workdays. In the 5-4/9 AWS, employees work eight (8) nine-hour days, and one (1) eight-hour day in a pay period.

Section 10.02: Overtime Pay

- A. Overtime work is that which is ordered, approved, and worked in excess of the employee's scheduled workday. Overtime at the rate of one and one-half times the employee's straight time hourly rate of pay shall be paid for:

Standard Workweek and Flexible Work Schedule:

- 1. Work performed in excess of eight (8) hours in any one (1) workday; or
- 2. Work performed in excess of forty (40) hours in any one (1) workweek.

Alternate Work Schedule:

1. Work performed in excess of nine (9) hours on a scheduled nine-hour work day and/or eight (8) hours on a scheduled eight-hour work day; or
 2. Work performed in excess of eighty (80) hours in a biweekly pay period.
- B. An employee who is required to work on a holiday shall receive as compensation his regular daily pay, plus an amount equal to his regular base rate for all authorized work performed on the holiday pursuant to the Virgin Islands Code, Rules and Regulations, Executive Orders and/or directives.
- C. Employees eligible for overtime pay shall have the option to receive compensation at the applicable overtime rate or compensatory time off at the rate of one and one-half hours for each hour worked. Compensatory time shall not accumulate in excess of forty (40) hours in any one year and must be taken within a year from the date earned. All compensatory time off shall be taken at times desired by the employee, subject to the approval of the USVIEDA so that the public business will not be unduly affected. Compensatory time off not taken within the year shall be paid at the applicable overtime rate of one and one-half times the employee's straight time hourly rate of pay.

Section 10.03:

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.

ARTICLE XI
LEAVE OF ABSENCE

Section 11.01:

Personal Leave. Employees, for good cause, shall be granted leave of absence without pay and without loss of seniority or other employment benefits, provided that such leave of absence does not unduly disrupt the operations of the USVIEDA.

Such leave of absence shall be for a limited time, not to exceed one (1) year.

Only employees who provide advance written notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) workdays before the start of an employee's leave of absence, 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 USVIEDA.

Section 11.02:

Union Business Leave. Leave of absence, without pay, for the purpose of accepting positions with the International or Local Union, shall be available to not more than one (1) employee per District at any given time. The leave must be approved by the Union and requested in writing by the employee. Such leave shall be for a period not to exceed twelve (12) months. Continuous service shall not be broken by leave of absence for this purpose, but shall continue to accrue

Section 11.03:

Convention Leave. An employee who has been elected or appointed by the Union to attend the International Union Convention or Educational Training Leave will be granted up to six (6) days convention leave without loss of pay or deduction from annual leave. The Union shall provide thirty (30) days advance notice.

Section 11.04:

Bereavement Leave. An employee who suffers the death of his spouse, parent or legal guardian, child, grandchild, grandparent, brother, sister, mother-in-law, and father-in-law shall be entitled to four (4) days bereavement leave without loss of pay or deduction from annual leave.

An employee who suffers the death of any other relative by blood or marriage in the same household, subject to proof of relationship of deceased relative, shall be entitled to four (4) days Bereavement Leave without loss of pay or deduction from annual leave.

If the circumstances necessitate additional time off, the employee may use annual and/or sick leave.

Section 11.05:

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

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.

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.

Section 11.06:

Family Leave. Family leave shall be pursuant to the Family Medical Leave Act of 1993 (“FMLA”), as amended.

An employee on annual 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 their position at the termination of leave.

Insurance coverage will remain active provided that the employee on leave without pay contributes their share of premium cost.

Section 11.07:

Donated Leave. Leave shall be given in accordance with the U.S. Virgin Islands law.

Section 11.8

Parent/Teacher Conference. Leave shall be given in accordance with the U.S. Virgin Islands law.

ARTICLE XII
JURY AND WITNESS SERVICE

Section 12.01:

Jury Service. An employee shall be excused from work 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 (pursuant to 3 V.I.C. § 586). A notice of jury service must be provided in advance, when possible. The Employee should request leave as soon as he/she receives his/her notice to report for jury duty. A copy of such notice must be submitted for verification.

Section 12.02:

Witness Service. An employee who is subpoenaed to serve as a witness for the Government of the Virgin Islands shall be excused from duty without loss of pay or deduction from annual leave or sick leave for the time required for such witness duty. A notice of witness service must be provided in advance, when possible. The Employee should request leave as soon as he receives his notice to report for court appearance. A copy of such notice must be submitted for verification.

ARTICLE XIII
MILITARY SERVICE LEAVE

Section 13:01:

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 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. See 3 V.I.C. § 590.

Section 13.02:

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. See 23 V.I.C. §1524.

ARTICLE XIV **HOLIDAYS**

Section 14.01:

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 14.02:

For the convenience of covered employees, **1 V.I.C. § 171 provides for the applicable holidays** and such other days as the President of the United States 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 15.01:

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 15.02:

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 2 V.I.C. § 41 all employees of the Government of the Virgin Islands, regardless of tenure, who enter Government Service after June 30, 1968, shall accrue annual leave as follows:

- (1) one-half day for each full biweekly pay period for an employee with less than 3 years of service;
- (2) three-fourths day for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth day, for an employee with 3 but less than 15 years of service; and
- (3) one day for each full biweekly pay period for an employee with 15 or more years of service.

Section 15.03:

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 USVIEDA. 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 USVIEDA shall be given his choice of annual leave period.

Section 15.04:

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

Section 15.05:

An employee who becomes ill during his annual leave will not be charged annual leave for the period of illness provided he furnished proof of such illness to the **USVIEDA** upon his return to work.

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 Government Service unless such rate was less than specified above.

The word "employees" when used in this section shall include all personnel in the Government Service, including "officers". The word "service" when used in this section shall include periods of active military service of up to ten (10) years in the Armed Forces of the United States and periods of up to ten (10) years of Federal Government service in the Virgin Islands.

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

- (a) Except as provided in 2 V.I.C. § 41, all officers and employees of the USVIEDA, regardless of tenure are entitled to sick leave which accrues at the rate of one-half day for each full biweekly pay period.
- (b) Sick leave is a leave of absence from duty on account of any sickness, injury, or disability which incapacitates the employee from work. This includes medical, dental, and optical treatment. Sick leave may be granted pursuant to prior requests in appropriate cases, or pursuant to request made after return to duty.

An employee must submit proof of sickness or 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 shall inform his immediate supervisor within three (3) hours of the start of his work day 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 annual leave or leave without pay, at the option of the employee.

Section 15.04:

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

Section 15.05:

An employee who becomes ill during his annual leave will not be charged annual leave for the period of illness provided he furnished proof of such illness to the **USVIEDA** upon his return to work.

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 Government Service unless such rate was less than specified above.

The word "employees" when used in this section shall include all personnel in the Government Service, including "officers". The word "service" when used in this section shall include periods of active military service of up to ten (10) years in the Armed Forces of the United States and periods of up to ten (10) years of Federal Government service in the Virgin Islands.

Sick Leave (Title 3, Chapter 25, Section 583):

- (a) Except as provided in 2 V.I.C. § 41, all officers and employees of the USVIEDA, regardless of tenure are entitled to sick leave which accrues at the rate of one-half day for each full biweekly pay period.
- (b) Sick leave is a leave of absence from duty on account of any sickness, injury, or disability which incapacitates the employee from work. This includes medical, dental, and optical treatment. Sick leave may be granted pursuant to prior requests in appropriate cases, or pursuant to request made after return to duty.

An employee must submit proof of sickness or 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 shall inform his immediate supervisor within three (3) hours of the start of his work day 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 annual leave or leave without pay, at the option of the employee.

USVIEDA shall keep accurate and complete records of all absences from duty by employees within the USVIEDA and all reports of illness and requests for sick leave by those employees. Anyone who knowingly permits a falsified request for sick leave to be processed shall be subject to suspension and/or dismissal. Proof of sickness for absence of three (3) or more consecutive work days shall include a certificate from a practicing physician certifying that the employee was incapacitated for work.

Proof of sickness for absence of less than three (3) consecutive work days shall be at the option of the employee, either (i) a certificate from a practicing 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 practicing physician, may also be required by a USVIEDA 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.

- (c) When required by serious disability or ailments, up to 30 days sick leave may be advanced upon approval by the CEO or designee.
- (d) Sick leave which is not used by an employee accumulates for use in succeeding years.
- (e) Any employee of the USVIEDA who has accumulated sick leave shall retain all rights to such sick leave upon separation from USVIEDA, reemployed in another agency, commission or branch of the Government of the Virgin Islands; provided, however, that not more than six (6) months shall lapse between separation and reemployment. 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 reemployment with the Government of the Virgin Islands or failure to enroll for the next academic session of the institution of higher education and reemployment with the Government of the Virgin Islands.

ARTICLE XVI
HEALTH, DISABILITY AND RETIREMENT BENEFITS

Pursuant to Title 3 of 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, Subchapter VIII, entitled "Health Insurance";
- B. Chapter 27, entitled "Retirement";
- C. Chapter 27, entitled "Duty Connected Disability";
- D. Chapter 25, Subchapter IX entitled "Miscellaneous Benefits"

ARTICLE XVII
EVALUATION AND PERSONNEL RECORD

Section 17.01:

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 an informal review by the head of the USVIEDA. An informal review will be held within fifteen (15) days after such request and the employee may elect to have a member of the Grievance Committee present during such review.

Section 17.02:

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

Section 17.03:

For purposes of disciplinary action, no record which is over one (1) year old may be considered.

ARTICLE XVIII
EDUCATION AND TRAINING

Section 18.01:

The USVIEDA and the Union agree that the training and development of employees within the unit is a matter of primary importance. The Parties shall seek the maximum training and development of all employees, subject to the availability of funds.

Section 18.02:

All employees of the unit are entitled to full participation in training and development projects initiated by the USVIEDA. This includes in-service training as well as seminars, workshops, and conferences held off-island.

Section 18.03:

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 18.04:

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

Section 18.05:

If an employee is required to attend a workshop or conference, the employee will be granted administrative leave for the entire time he is attending a workshop or conference.

Section 18.06:

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

Section 18.07:

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

Section 18.08:

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

Section 18.09:

The USVIEDA will post notices of job-related courses for Employees. Application for opportunity to attend such courses will be forwarded to the Human Resources Department through the appropriate USVIEDA supervisor. Employees who have the requisite qualifications will be considered.

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 USVIEDA 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(s) must be within their field of work to include, but not be limited to graduate and certification course(s) [i.e. Certified Public Accountant ("CPA"), Certified Internal Auditor ("CIA"), Certified Compliance Professional ("CCP"), Economic Development Finance Professional ("EDFP"), Certified Financial Services Auditor ("CFSA"), Certified Government Auditing Professional ("CGAP"), etc.] as exclusively determined by the USVIEDA;

- B. The course(s) must be taken at an accredited educational institution;
- C. If the course is offered at more than one scheduled time, the employee must choose that schedule of classes which will least conflict with the employee's regular work schedule. If the employee is unable to obtain a class schedule which does not conflict with his or her work schedule, the USVIEDA will release the employee from work without loss of pay for that period of time reasonably necessary to attend class; provided, however, that said release does not unduly disrupt the USVIEDA's, regular scheduling and performance of work;
- D. Employees will be released from work only after they have received approval of the course from the USVIEDA and have presented evidence of their enrollment in the course to the USVIEDA; and
- E. Upon submission of evidence of enrollment and passing grade upon satisfactory completion of the course, the USVIEDA will reimburse to the employee tuition costs and fees, including books and similar course materials, not to exceed \$1,200.00 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 USVIEDA shall make up the difference up to the amount specified herein.
- F. Application for Spring semester tuition reimbursement shall be submitted between November 1st through November 30th and notification of approval or denial of said application shall be made by December 15th of each year.
- G. Application for Summer session tuition reimbursement shall be submitted between March 1st through March 31st and notification of approval or denial of said application shall be made by April 15th of each year.
- H. Application for Fall semester tuition reimbursement shall be submitted between June 1st through June 30th and notification of approval or denial of said application shall be made by July 15th of each year.

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 USVIEDA 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 USVIEDA 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 upon receipt from the institution 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 of service with the USVIEDA following termination of such leave. If such employee resigns prior to the expiration of said two (2) year period, the USVIEDA may offset pro-rata the cost of the year's pay against any cumulative annual leave payment which may become due to the employee.

ARTICLE XIX
UNION ACTIVITIES

Section 19.01:

Negotiating Committee. The USVIEDA 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 19.02:

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 19.03:

Notice to USVIEDA. The Union shall inform the USVIEDA 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 19.04:

Bulletin Boards. The USVIEDA 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 19.05:

Union Access. Upon reasonable notice, officers and representatives of the Union shall be granted access to the USVIEDA's facilities during working hours, unless prevented by existing conditions, for the purpose of investigating, adjusting and discussing grievances, complaints, disputes, and other matters pertaining to this Agreement.

Section 19.06:

Facilities. Union members or representatives will be permitted to use designated facilities on USVIEDA's premises to conduct Union business during non-working hours upon obtaining permission from the CEO or Designee.

Section 19.07:

Telephones. The Local Union shall be permitted the use of telephone by officers and members of the Grievance Committees for the purpose of investigating, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement. This use shall be restricted to local calls only and shall not interfere with the operations of the USVIEDA.

ARTICLE XX
LABOR-MANAGEMENT COMMITTEE

Section 20.01:

The USVIEDA and the Union agree to establish a joint Labor-Management Committee. The Union/Labor representatives shall be designated by the Union and the USVIEDA/Management representatives shall be designated by the USVIEDA. The Labor-Management Committee will meet not less than once each calendar quarter, or as issues arise and requested by either Party. Minutes and proceedings of the meeting shall be kept. Agenda items will be submitted by both Parties three (3) workdays in advance of each meeting.

Section 20.02:

An equal number of Union and USVIEDA 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.

Section 20.03:

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; and the implementation of Equal Employment Opportunity and related matters.

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

ARTICLE XXI
SAFETY AND HEALTH

Section 21.01:

The USVIEDA shall make reasonable provisions for the safety and health of its employees. In the event of an occurrence affecting the Employees safety and health in the workplace, USVIEDA shall make adequate provisions within two (2) hours of notice.

Section 21.02:

Cooling system, lighting system, ventilation system, lavatories and equipment shall be maintained in good working condition, except in instances beyond the control of the USVIEDA Employees shall be trained annually in the use of fire extinguishers, based upon availability of V.I. Fire Service.

Section 21.03:

First aid facilities shall be provided by the USVIEDA to the extent necessary to provide adequate first aid for all employees. Employees shall be trained in cardiopulmonary resuscitation (CPR) as deemed necessary by USVIEDA and based upon availability of funds.

Section 21.04:

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

Section 21.05:

The USVIEDA and the Union mutually agree to abide with applicable provisions of the Occupational Safety and Health Act (OSHA). The USVIEDA will furnish to the Union copies of any reports required by law.

Section 21.06:

The USVIEDA and the Union shall form a safety committee which shall meet at reasonable times. The Grievance Committee shall represent the Union at such meetings.

Section 21.07:

An employee may be allowed time off from his regular duty for CPR Training, as scheduled by USVIEDA.

ARTICLE XXII
PAYROLL STATEMENT

Section 22.01:

Check-Stub Information. The USVIEDA 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 22.02:

Accrued Year to Date Earnings and Deduction. The USVIEDA 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 22.03:

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) workdays. 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.

ARTICLE XXIII
COPIES OF AGREEMENT

The USVIEDA and the Union agree to have the Agreement printed and distributed to all employees in the bargaining unit within sixty (60) days of the execution of this Agreement. It is further agreed that proof copies of the Agreement will be reviewed and approved by the USVIEDA and the Union prior to final printing. The Parties agree to equally share the cost of printing.

ARTICLE XXIV
NON-DISCRIMINATION

Section 24.01:

The USVIEDA 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 belief, sex, marital status, age, place of birth, union membership or non-membership, and activity on behalf of the Union.

ARTICLE XXV
NO STRIKES OR LOCKOUT

Section 25.01:

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 will be cause for immediate disciplinary action.

Section 25.02:

In the event of a strike or other work stoppage or lockout in violation of section one (1) of this Article, the USVIEDA shall notify the International Union of any such act by any such act in writing at the address shown below and shall notify the Local Union by letter. 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 of America
Five Gateway Center
Pittsburgh, Pennsylvania, 15222

ARTICLE XXVI
MISCELLANEOUS PROVISIONS

Section 26.01:

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 USVIEDA 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 USVIEDA 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 USVIEDA under the provisions of Article IV, Management Rights and Responsibilities, of this Agreement.

Section 26.02:

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

Section 26.03:

Break. All employees shall be entitled to one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. Breaks may be taken outside the office provided that the employee uses no more than the allotted fifteen (15) minutes. Break periods cannot be taken immediately prior to the start time or immediately following the ending time of an employee's lunch period.

Section 26.04:

Use of Personal Vehicles. No employee shall be required to use his personal vehicle on USVIEDA business unless compensated. USVIEDA agrees to reimburse any employee who is

authorized and required to use his personal vehicle in the performance of the employee's work for USVIEDA at the rate of \$.70 per mile or as set by statute, whichever is greater. When an employee requests to obtain a USVIEDA vehicle for approved business travel and one is not available for the employee's use, the employee shall be reimbursed for the use of his or her personal vehicle at a rate of \$.70 per mile.

Section 26.05:

Equipment and Supplies. The USVIEDA shall provide reasonable and adequate equipment and supplies to each employee for the proper performance of his duties. A specific inventory of need will be considered by the Labor/Management Committee.

Section 26.06

Docking.

A. Employees working a fixed work schedule shall be docked only for the amount of time they arrive unexcused on the job late after a grace period of 15 minutes. The employee will first be given a verbal warning. After such verbal warning, the next unexcused lateness beyond the grace period may result in docking. Such docked time shall be deducted as follows: compensatory time first, then annual leave, or sick leave (if the employee verifies per USVIEDA policy that he was incapacitated and unable to report to work due to illness, injury, or disability), and finally leave without pay.

Section 26.07:

Employee Lunch Room. The USVIEDA shall provide an adequate, enclosed employee lounge equipped with comfortable furniture and a first aid kit. Such lunch room shall be maintained in a sanitary condition. In instances where space does not permit the USVIEDA to provide a lunch room, employee may, with discretion, eat at his or her work site or designated areas agreed upon by the USVIEDA and employee.

Section 26.08:

Unsafe and Unhealthy Conditions.

- A. No employee shall be required to perform his duties under unsafe and unhealthy conditions such as areas where there are malfunctioning air conditioners and lack of proper ventilation or where there is inadequate light.
- B. Whenever there is no running water on the premises, employees shall be permitted to leave the building for a reasonable time, subject to reporting to their Supervisor.

Section 26.09:

Emergency Duty Transportation and Compensation

In the event that the Governor or his designee proclaim a state of emergency as a result of a natural disaster and an employee is required to report to his duty station, he shall be provided with transportation from home to his usual place or other station and return to the extent necessary. Such employee shall be paid time and one-half (1-1/2) for the time required to perform his duties during the period of emergency. In addition such employee shall receive a meal or meal allowance .

Section 26.10:

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

Section 26.11:

Time Off in lieu of Holidays. If a paid holiday falls on an employee's scheduled day off, he shall receive a day off in lieu of such holiday. An in-lieu-of day shall be granted at a time most desired by the employee, if, in the discretion of the CEO, the public service of the USVIEDA will not suffer thereby; provided, however, that an in-lieu-of day earned shall be granted within six (6) months after the date upon which such time was earned. Time off earned in lieu of a holiday shall be recorded in a separate category.

Section 26.12:

Illicit Drug Use. Pursuant to the USVIEDA Drug and Alcohol policy, an employee who has tested positive for illicit drug use for the first time must agree to attend drug abuse counseling or he shall be subject to disciplinary action. An employee covered by this Agreement who has tested positive for illicit drug use on two (2) separate occasions shall be terminated from his employment if he fails to enroll in and complete a drug treatment program.

An employee who has tested positive for illicit drug use for a third time shall be terminated from his employment without the right of appeal.

Section 26.13:

Uniform Allowance. The USVIEDA will provide the following as a uniform allowance in a three (3) year cycle, subject to the availability of funds, which will be paid directly to the contracted uniform supplier:

- Up to \$600.00 for the initial purchase per employee;
- Up to \$200.00 for the second year after initial purchase per employee; and
- Up to \$200.00 for the third year after initial purchase per employee.

Employees exceeding the above referenced limits will make payment for the difference directly to the contracted uniform company. No monies will be paid directly to employees. It is not mandatory that the USVIEDA purchase uniforms for its employees; however, if the USVIEDA purchases uniforms for its employees, the employees are required to wear the uniforms in accordance with USVIEDA dress code policy/policies.

ARTICLE XXVII
SAVINGS CLAUSE

Should U.S. Virgin Islands or Federal laws or regulations compel the cancelation 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 USVIEDA and the Union will, within ten (10) days thereafter, meet for the purpose of negotiating changes made necessary by applicable laws or regulations. Any cancelations or modifications so required and made shall not invalidate any other provisions of this Agreement.

ARTICLE XXVIII
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 USVIEDA and the Union.

ARTICLE XXIX
DURATION AND TERMINATION

Section 29.01:

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

Section 29.02:

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.

Section 29.03:

All notices provided for in this contract shall be served by email and/or registered mail, return receipt requested, upon the United States Virgin Islands Economic Development Authority, 8000 Nisky Shopping Center, Suite 620 St. Thomas, VI 00802 and upon the United Steelworkers International Office, District 9, P.O. Box 5972, Christiansted VI 00824 or such other address as provide by either party in writing.

**APPENDIX A
USVIEDA PAY PLAN**



31, CROWN 112 King Street, Fredericksburg, VI 00060
 (340) 773-6599 Fax: (340) 773-7211
 51, THOMAS 0000 Nelly Shopping Center, Suite G20, St. Thomas, VI 00002
 (340) 734-1700 Fax: (340) 727-1132
 www.USVIEDA.org

U.S. VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY ("USVIEDA")
GRADE & 40-STEP PAY PLAN (2%)
EFFECTIVE OCTOBER 1, 2016

GRADE	STEP									
	1	2	3	4	5	6	7	8	9	10
EDA01	\$ 25,053.73	\$ 25,554.81	\$ 26,065.90	\$ 26,587.22	\$ 27,118.97	\$ 27,661.35	\$ 28,214.57	\$ 28,778.86	\$ 29,354.44	\$ 29,941.53
EDA02	\$ 36,131.28	\$ 36,853.91	\$ 37,590.99	\$ 38,342.81	\$ 39,109.66	\$ 39,891.86	\$ 40,689.69	\$ 41,503.49	\$ 42,333.56	\$ 43,180.23
EDA03	\$ 40,516.04	\$ 41,326.36	\$ 42,152.88	\$ 42,995.94	\$ 43,855.86	\$ 44,732.98	\$ 45,627.64	\$ 46,540.19	\$ 47,470.99	\$ 48,420.41
EDA04	\$ 44,998.93	\$ 45,898.91	\$ 46,816.89	\$ 47,753.22	\$ 48,708.29	\$ 49,682.45	\$ 50,676.10	\$ 51,689.63	\$ 52,723.42	\$ 53,777.89
EDA05	\$ 46,763.70	\$ 47,698.97	\$ 48,652.95	\$ 49,626.01	\$ 50,618.53	\$ 51,630.90	\$ 52,663.52	\$ 53,716.79	\$ 54,791.12	\$ 55,886.95
EDA06	\$ 51,045.93	\$ 52,066.85	\$ 53,108.18	\$ 54,170.35	\$ 55,253.76	\$ 56,358.83	\$ 57,486.01	\$ 58,635.73	\$ 59,808.44	\$ 61,004.61
EDA07	\$ 55,349.19	\$ 56,456.18	\$ 57,585.30	\$ 58,737.01	\$ 59,911.75	\$ 61,109.98	\$ 62,332.18	\$ 63,578.82	\$ 64,850.40	\$ 66,147.41

GRADE	STEP									
	11	12	13	14	15	16	17	18	19	20
EDA01	\$ 30,540.36	\$ 31,151.17	\$ 31,774.19	\$ 32,409.68	\$ 33,057.87	\$ 33,719.03	\$ 34,393.41	\$ 35,081.27	\$ 35,782.90	\$ 36,498.56
EDA02	\$ 44,043.83	\$ 44,924.71	\$ 45,823.20	\$ 46,739.67	\$ 47,674.46	\$ 48,627.95	\$ 49,600.51	\$ 50,592.52	\$ 51,604.37	\$ 52,636.46
EDA03	\$ 49,388.82	\$ 50,376.60	\$ 51,384.13	\$ 52,411.81	\$ 53,460.05	\$ 54,529.25	\$ 55,619.84	\$ 56,732.23	\$ 57,866.88	\$ 59,024.21
EDA04	\$ 54,853.44	\$ 55,950.51	\$ 57,069.52	\$ 58,210.91	\$ 59,375.13	\$ 60,562.63	\$ 61,773.89	\$ 63,009.37	\$ 64,269.55	\$ 65,554.94
EDA05	\$ 57,004.69	\$ 58,144.78	\$ 59,307.67	\$ 60,493.83	\$ 61,703.70	\$ 62,937.78	\$ 64,196.53	\$ 65,480.47	\$ 66,790.07	\$ 68,125.88
EDA06	\$ 62,224.70	\$ 63,469.20	\$ 64,738.58	\$ 66,033.35	\$ 67,354.02	\$ 68,701.10	\$ 70,075.12	\$ 71,476.62	\$ 72,906.16	\$ 74,364.28
EDA07	\$ 67,470.36	\$ 68,819.76	\$ 70,196.16	\$ 71,600.08	\$ 73,032.08	\$ 74,492.72	\$ 75,982.58	\$ 77,502.23	\$ 79,052.28	\$ 80,633.32

GRADE	STEP									
	21	22	23	24	25	26	27	28	29	30
EDA01	\$ 37,228.53	\$ 37,973.10	\$ 38,732.56	\$ 39,507.21	\$ 40,297.36	\$ 41,103.30	\$ 41,925.37	\$ 42,763.88	\$ 43,619.16	\$ 44,491.54
EDA02	\$ 53,689.18	\$ 54,762.97	\$ 55,858.23	\$ 56,975.39	\$ 58,114.90	\$ 59,277.20	\$ 60,462.74	\$ 61,672.00	\$ 62,905.44	\$ 64,163.55
EDA03	\$ 60,204.70	\$ 61,408.79	\$ 62,636.97	\$ 63,889.71	\$ 65,167.50	\$ 66,470.85	\$ 67,800.27	\$ 69,156.27	\$ 70,539.40	\$ 71,950.19
EDA04	\$ 66,866.04	\$ 68,203.36	\$ 69,567.43	\$ 70,958.78	\$ 72,377.95	\$ 73,825.51	\$ 75,302.02	\$ 76,808.06	\$ 78,344.23	\$ 79,911.11
EDA05	\$ 69,488.39	\$ 70,878.16	\$ 72,295.72	\$ 73,741.64	\$ 75,216.47	\$ 76,720.80	\$ 78,255.22	\$ 79,820.32	\$ 81,416.73	\$ 83,045.06
EDA06	\$ 75,851.57	\$ 77,368.60	\$ 78,915.97	\$ 80,494.29	\$ 82,104.17	\$ 83,746.26	\$ 85,421.18	\$ 87,129.61	\$ 88,872.20	\$ 90,649.64
EDA07	\$ 82,245.99	\$ 83,890.91	\$ 85,568.73	\$ 87,280.10	\$ 89,025.70	\$ 90,806.22	\$ 92,622.34	\$ 94,474.79	\$ 96,364.28	\$ 98,291.57



51, CHINA 110 King Street, Frederiksted, VI 00068
 (340) 775-6499 FAX: (340) 775-7701
 ST. THOMAS: 0000 Nelly's Shopping Center, Suite 620, St. Thomas, VI 00002
 (340) 774-1700 FAX: (340) 777-1133
 Economic Development Authority www.USVIEDA.org

**U.S. VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY ("USVIEDA")
 GRADE & 40-STEP PAY PLAN (2%)
 EFFECTIVE OCTOBER 1, 2016**

GRADE	STEP									
	31	32	33	34	35	36	37	38	39	40
EDA01	\$ 45,381.37	\$ 46,289.00	\$ 47,214.78	\$ 48,159.07	\$ 49,122.25	\$ 50,104.70	\$ 51,106.79	\$ 52,128.93	\$ 53,171.51	\$ 54,234.94
EDA02	\$ 65,446.82	\$ 66,755.75	\$ 68,090.87	\$ 69,452.69	\$ 70,841.74	\$ 72,258.57	\$ 73,703.75	\$ 75,177.82	\$ 76,681.38	\$ 78,215.00
EDA03	\$ 73,389.19	\$ 74,856.98	\$ 76,354.11	\$ 77,881.20	\$ 79,438.82	\$ 81,027.60	\$ 82,648.15	\$ 84,301.11	\$ 85,987.13	\$ 87,706.88
EDA04	\$ 81,509.33	\$ 83,139.52	\$ 84,802.31	\$ 86,498.36	\$ 88,228.32	\$ 89,992.89	\$ 91,792.75	\$ 93,628.60	\$ 95,501.17	\$ 97,411.20
EDA05	\$ 84,705.96	\$ 86,400.08	\$ 88,128.08	\$ 89,890.65	\$ 91,688.46	\$ 93,522.23	\$ 95,392.67	\$ 97,300.53	\$ 99,246.54	\$ 101,231.47
EDA06	\$ 92,462.64	\$ 94,311.89	\$ 96,198.13	\$ 98,122.09	\$ 100,084.53	\$ 102,086.22	\$ 104,127.95	\$ 106,210.50	\$ 108,334.71	\$ 110,501.41
EDA07	\$ 100,257.40	\$ 102,262.55	\$ 104,307.80	\$ 106,393.95	\$ 108,521.83	\$ 110,692.27	\$ 112,906.12	\$ 115,164.24	\$ 117,467.52	\$ 119,816.87

APPENDIX B
JOB CLASSIFICATIONS & GRADES LISTING



ST. CROIX 116 King Street, Frederiksted, VI 00840
 (340) 773-6499 FAX (340) 773-7701

ST. THOMAS 8000 Nisky Shopping Center, Suite 620, St. Thomas, VI 00802
 (340) 714-1700 FAX (340) 777-1103

www.USVIEDA.org

U.S. VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY (“USVIEDA”) JOB CLASSIFICATION GRADE CHART

JOB TITLE	Grade
Accountant I	EDA03
Accountant II	EDA04
Administrative Specialist*	EDA02
Application Analyst I	EDA03
Application Analyst II	EDA04
Custodial Worker	EDA01
Document Specialist	EDA02
EDC Compliance Officer I	EDA05
EDC Compliance Officer II	EDA06
Enterprise Zone Specialist I	EDA05
Enterprise Zone Specialist II	EDA06
EZ Programs & Grants Compliance Officer I	EDA04
EZ Programs & Grants Compliance Officer II	EDA05
Lead EDC Compliance Officer	EDA07
Loan Assistant	EDA03
Loan/Collection Officer	EDA06
Messenger/Service Worker	EDA01
Receptionist	EDA01

**The Administrative Assistant position will be changed to Administrative Specialist.*



ST. CROIX 116 King Street, Frederiksted, VI 00840
 (340) 773-6499 FAX (340) 773-7701

ST. THOMAS 8000 Nisky Shopping Center, Suite 620, St. Thomas, VI 00802
 (340) 714-1700 FAX (340) 777-1103

www.USVIEDA.org

U.S. VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY (“USVIEDA”) JOB CLASSIFICATION GRADE CHART

JOB TITLE	Grade
Accountant I	EDA03
Accountant II	EDA04
Administrative Specialist*	EDA02
Application Analyst I	EDA03
Application Analyst II	EDA04
Custodial Worker	EDA01
Document Specialist	EDA02
EDC Compliance Officer I	EDA05
EDC Compliance Officer II	EDA06
Enterprise Zone Specialist I	EDA05
Enterprise Zone Specialist II	EDA06
EZ Programs & Grants Compliance Officer I	EDA04
EZ Programs & Grants Compliance Officer II	EDA05
Lead EDC Compliance Officer	EDA07
Loan Assistant	EDA03
Loan/Collection Officer	EDA06
Messenger/Service Worker	EDA01
Receptionist	EDA01

**The Administrative Assistant position will be changed to Administrative Specialist.*

IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals this 12th day of April, 2017.

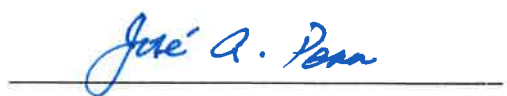
**UNITED STATES VIRGIN ISLANDS
ECONOMIC DEVELOPMENT AUTHORITY**

BY: 
Natalie Nelson Tang How, Esquire
Chief Negotiator

DATED: 4-12-17

BY: 
Wayne Biggs, Jr.
Acting Chief Executive Officer

DATED: 04-18-17

BY: 
Jose A. Penn
Chairman of the Board

DATED: 04/19/2017

**UNITED STEEL, PAPER & FORESTRY
RUBBER, MAUFACTURING, ENERGY,
ALLIED-INDUSTRIAL & SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO-CLC ON
Behalf of LOCAL UNION 8249**

BY: 
Leo W. Gerard
International President

DATED: _____

BY: 
Stanley W. Johnson
International Secretary/Treasurer


DATED: _____

BY: 
Thomas Conway
International Vice President, Administration

DATED: _____

BY: 
Fred Redmond
International Vice President, Human Affairs


DATED: _____

BY: 
R. Daniel Flippo
Director, District 9


DATED: 5.11.2017

BY: 
Gerard "Jerry" Jackson
Staff Representative

DATED: 4.5.17

BY: 
Sheryl S. Parris
President, Local Union 8249

DATED: 4/5/2017

BY: 
LaShanna McBean de Chabert
Committee Member

DATED: 4/25/17

BY: 
Sandra Bess
Committee Member

DATED: APRIL 5, 2017