

COLLECTIVE BARGAINING AGREEMENT

Between the

GOVERNMENT OF THE VIRGIN ISLANDS

And the

THE UNITED STEELWORKERS (USW)

ON BEHALF OF

THE SUPERVISORS UNIT

LOCAL 9488 ST. THOMAS / ST. JOHN

AND

LOCAL 9489 St. CROIX



EFFECTIVE DATE: October 1, 2018

EXPIRATION DATE: September 30, 2022

INDEX

ARTICLE	ARTICLE NAME	PAGE
	PREAMBLE	3
	PURPOSE	4
I	RECOGNITION	5
II	MANAGEMENT RIGHTS	7
III	UNION SECURITY	9
IV	PAYROLL STATEMENT	11
V	HOURS OF WORK AND OVERTIME	12
VI	HEALTH & WELFARE BENEFITS, PENSION, HOLIDAYS, SICK LEAVE	15
VII	ANNUAL LEAVE	18
VIII	PUBLIC SERVICE	20
IX	UNION ACTIVITIES	21
X	HEALTH, DISABILITY AND RETIREMENT BENEFITS	24
XI	LEAVES OF ABSENCE	25
XII	SENIORITY AND LAYOFFS	30
XIII	GRIEVANCE AND ARBITRATION PROCEDURE	34
XIV	EMPLOYEE PERSONNEL RECORD	40
XV	TRANSFERS, CLASSIFICATION, PROMOTIONS, POSTING PROCEDURE	42
XVI	GENERAL PROVISIONS	45
XVII	HEALTH AND SAFETY	48
XVIII	NON-DISCRIMINATION	50
XIX	PAY DIFFERENTIALS	51
XX	JUST CAUSE	52
XXI	SAVINGS CLAUSE	53
XXII	HEADINGS FOR CONVENIENCE	54
XXIII	NO STRIKE OR LOCKOUT	55
XXIV	SPECIAL PROVISIONS	56
XXV	LABOR MANAGEMENT COMMITTEE	58
XXVI	DURATION AND TERMINATION	59
	SIGNATURE PAGE	60
	APPENDIX "A" and "B"	

PREAMBLE

This Agreement entered into this _____ day of _____, _____, by and between the GOVERNMENT OF THE U.S. VIRGIN ISLANDS, hereinafter referred to as the "Employer" or the "Government" or the "Department" or the "Agency", and the UNITED STEEL, PAPER AND FORESTRY, RUBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIES AND SERVICE WORKERS INTERNATIONAL UNION (USW), AFL-CIO-CLC, hereinafter referred to as the "Union" on behalf of the Supervisors Unit as defined in Article I, Recognition of this Agreement.

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

PURPOSE

Section 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 provide procedures for the prompt and equitable adjustment of grievances; to maintain good relations between the Employer and the employees; to ensure the health, safety and welfare of all employees in the bargaining unit; and to foster and promote the best interest of the Employer and the employee.

Section 2:

The Employer 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.

ARTICLE I
RECOGNITION

Section 1:

- A. The Employer recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours of employment, grievances, employee benefits, and all other terms and conditions of employment of all classifications of employees covered by this Agreement, as follows:
- B. The employees of the Governor Juan F. Luis Hospital and Medical Center, Schneider Regional Medical Center, Government of the Virgin Islands Department of Public Works, Department of Health, Department of Housing, Parks and Recreation, Department of Property and Procurement, Department of Education, Department of Planning and Natural Resources, Department of Licensing and Consumer Affairs, Department of Labor, Department of Justice, Division of Personnel, Police Department, Department of Human Services, Department of Tourism, Department of Finance, Department of Agriculture, Lt. Governor's Office, Bureau of Corrections, Bureau of Internal Revenue, and Bureau of Motor Vehicles in the Supervisors Unit as described in PERB-RC-02-01, and Public Works "Vitran" – Perb-UC-07-04 and excluding all others.
- C. Unless otherwise specifically stated herein, the terms "Supervisors" or "Employees" or "supervisors" or "employees" or "unit employees" shall be used hereinafter to apply to all individuals covered by this Agreement. Where statutes are incorporated into this Agreement or paraphrased herein, the statutory language, such as "all officers and employees of the Government of the Virgin Islands", shall be deemed to apply to all individuals covered by this Agreement. Unless otherwise stated herein, the term "Department" or "Agency" shall include all of the governmental entities described hereinabove.

Section 2:

The Employer agrees to notify the Union of the hiring of a new supervisor by forwarding to the Union a fully executed NOPA within twenty (20) working days of the start date of a new supervisor.

Section 3:

Title 3, Chapter 25 – Personnel Merit System, as amended, is adopted by Agreement except insofar as any provision in said Chapter is inconsistent or in conflict with any other provision of this Agreement.

ARTICLE II
MANAGEMENT RIGHTS

Section 1:

The Government, as Employer, shall have the right 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 contents of examinations thereof;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting or discharging employees, subject to the provisions of this Agreement;
- D. Maintaining efficiency of operations;
- E. Determining methods, means and personnel by which the Employer's operations are to be conducted; and
- F. Taking such actions as may be necessary to carry out the mission of the Public Employer in times of emergency.

Section 2:

The Employer shall not make any unilateral changes in the pay, hours, or other terms or conditions of employment of any supervisors; provided, however that:

- A. The Employer shall have the right, in its discretion, to adopt, amend, revise or revoke any job description or classification in the best interest of the Government service, subject to the provisions of this Agreement;
- B. In the event any such action is taken, in (a) above, the Employer shall give the Union thirty (30) calendar days written notice;
- C. In the event of an amendment or revision of a job description, the compensation of the incumbent shall not be reduced; and
- D. Where applicable, Section 4 of the Executive Order No. 242-1981 shall be controlling, notwithstanding anything herein to the contrary.

Section 3:

(a) Whenever a permanent vacancy occurs in the position of department or agency head in the executive branch and that position is filled temporarily by an acting department or agency head, the person designated to act shall receive the full salary of the department or agency head position he is filling, effective from the date he assumes the new duties.

(b) With respect to any officer or employee who was serving in an acting capacity, as contemplated by Subsection (a) of this Section, prior to the date of issuance of this Executive Order and has continued to serve in that capacity up to the date of issuance, the salary adjustment provided for by Subsection (a) of this Section shall not be effected for any date prior to October 1, 1980.

ARTICLE III
UNION SECURITY

Section 1: Union Security

- A. It shall be a condition of employment that each employee is covered by this Agreement and shall commence and continue to pay to the Union either dues as a member of the Union or payment in lieu of dues as a non-member of the Union as of the date of execution of this Agreement, the effective date of this Agreement, his date of hire into the unit, or his date of becoming a member of the unit, whichever is the latest.
- B. Paragraph "A" of this section shall not be construed to require any supervisor to be or remain a member of the Union as a condition of employment.
- C. A payment in lieu of dues shall be, as is provided at 24 V.I.C., Section 373(d), 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 and punctuation which are underscored therein.
- D. It is the employee himself who shall choose whether to pay dues as a member or payment in-lieu-of dues as a non-member of the Union.

Section 2: Union Dues

- A. The Employer agrees to the establishment and maintenance of a check-off procedure whereby the Employer, through the Department of Finance, shall make biweekly payroll deductions of dues and payments in lieu of dues, as the case may be. These deductions shall be based on a supervisor's written authorization to do so, submitted to the Employer. Said authorization shall be revocable during the last ten (10) working days of each twelve-month interval; and shall so state. Any such revocation shall be delivered to the Employer and the Union, and the supervisor shall receive receipts therefor. Unless revoked during the said stated period, the authorization shall automatically renew for additional periods of twelve

months subject to revocation every twelve (12) months in accordance with the above procedure. Deductions shall commence with respect to dues and payments-in-lieu of dues, as the case may be, for the month in which the Employer received the supervisor's authorization.

- B. At the close of each month, the Employer, through the Department of Finance, shall transmit all sums deducted, by check, together with an itemized statement showing the name of each paying supervisor, the amount deducted from his pay, and his Employee Number to the:

International Secretary –Treasurer
United Steelworkers (USW)
AFL-CIO-CLC
Five Gateway Center
Pittsburgh, Pennsylvania 15222

Section 3: Back Pay Awards, Settlements

In the event of a back pay award or settlement, dues or payments-in-lieu of dues shall be deducted to the extent of the amounts which are due and owing and to the extent consistent with Section 2 above, and subject to withholding and other payroll deductions.

Section 4: Authorization for Payroll Deduction

At the time of employment, the Employer will suggest that each new employee voluntarily execute an authorization for the payroll deductions of dues or payments-in-lieu of dues as provided for in Section 2, Subsection A above.

ARTICLE IV
PAYROLL STATEMENT

Section 1:

- A.** The Employer agrees to provide to each supervisor, along with his wages, an itemized statement in each pay period showing his hours of work during that pay period, accumulated sick and annual leave, and all deductions made from his wages.

- B.** If the supervisor finds that there is an error in his statement, the Employer agrees to initiate the process to correct the error within ten (10) working days.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 1: Workweek and Flex Hours

- A. An employee will be scheduled to work a normal period of forty (40) hours within the work week, beginning at 8:00 a.m. on Monday and ending at 5:00 p.m. on Friday, except for those employees 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. 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 department. Should a conflict arise regarding the scheduling of flex hours among employees on the same job, seniority shall be the determining factor.
- C. During each standard work day, there shall be a one (1) hour lunch break exclusive of working time. An employee who works at least three (3) hours overtime shall receive an additional meal time plus a \$15.00 meal allowance.

Section 2: Overtime Pay

- A. Overtime at the rate of one and one-half (1½) times the employee's base rate of pay shall be paid for:
 - 1) Work performed in excess of eight (8) hours in any one (1) work day.
 - 2) Work performed in excess of forty (40) hours in any one (1) work week.
- B. Overtime at the rate of two (2) times the employee's base rate of pay shall be paid for:
 - 1) Work performed in excess of forty-eight (48) hours in any one (1) work week.
 - 2) Work performed on holidays provided pursuant to the Virgin Islands Code. Rules and regulations, Executive Orders and/or directives.
- C. An employee who is authorized by his agency/department head to work overtime shall have the option to receive compensation at the applicable overtime rate or compensatory

time off at the rate of one and one-half (1½) hours for each hour worked. Compensatory time shall not accumulate in excess of forty (40) hours in any one (1) year and must be taken within ninety (90) days from date earned. All compensatory time shall be taken at times desired by the employee, subject to the approval of the agency/department head so that the public business shall not be unduly affected. Compensatory time off not taken within ninety (90) days shall be paid at the applicable overtime rate.

Section 3: Work on Scheduled Days Off

An employee scheduled to work on either or both of his scheduled days off during a work week shall be paid time and one-half for the first such day worked and double time for the second such day worked.

Section 4: Overtime Equity

Overtime shall be shared among supervisors within a classification or having similar skills on an equitable, nondiscriminatory basis. Employees required to work scheduled overtime shall be given reasonable advance notice before the scheduled time to begin the overtime work, except in the case of an emergency.

Section 5. Call-Back Pay

A call-back is defined as a requested return to work after the employee has left the work premises. Where an employee is called back to perform work after leaving his/her regular tour of duty, or is called back during his/her scheduled time off, he shall be compensated at the rate of one and one-half (1½) times his regular base rate of pay with a guaranteed minimum of two (2) hours pay. If an employee is called back to work on a holiday, he shall be compensated at the rate of two (2) times his regular base rate of pay.

Section 6: On-Call Duty

"On-call" is defined as the time a supervisor is not actually on duty, but is formally directed and scheduled to be continually available for immediate return to duty. All supervisors

who are "on-call" shall be compensated at the rate of \$4.00 per hour for the period that such supervisor is directed and scheduled to be available, and the Union hereby acknowledges that any "on call" pay shall not be subject to any minimum wage laws.

ARTICLE VI
HEALTH & WELFARE BENEFITS, PENSIONS,
HOLIDAYS, AND SICK LEAVE

Section 1:

Pursuant to the Virgin Islands Code, the Virgin Islands Rules and Regulations, and Executive Orders, as they currently exist or as they may be subsequently created, amended or revised, all health, welfare, annuity, insurance, sick leave, annual leave, jury and military service leave, and holiday benefits and privileges applicable to employees of the Virgin Islands Government shall apply equally to the employees covered by this Agreement.

Section 2:

It is agreed that the benefits and privileges referred to in Section 1 of this Article shall not be reduced during the terms of this Agreement, except by Legislative enactment or by Executive Order.

Section 3:

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

January 1	New Year's Day
January 6	Three King's Day
January 15	Martin Luther King's Birthday
Third Monday in February	President's Day
March 31	Transfer Day
Holy Thursday	
Good Friday	
Easter Monday	
Last Monday in May	Memorial Day
July 3	Emancipation Day – Danish West
	Indies Emancipation Day
July 4	Independence Day
First Monday in September	Labor Day

Second Monday in October	Columbus Day and, Puerto Rico Friendship Day
November 1	Liberty Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
December 26	Christmas Second Day

And such other days as the President or the Governor may declare to be holidays.

B. Double time will be paid for all holiday work.

Section 4: Sick Leave

A. Title 3, Virgin Islands Code, Section 583, shall apply.

B. Title 3, Virgin Islands Code Rules and Regulations Section 452-382 shall apply, except that the words "sick leave slip" shall be substituted for the word "affidavit" or "signed statement."

Section 5: Advances of Workers' Compensation

Title 3, Virgin Islands Code, Section 584a (a), (b), and (c) and as may be amended shall apply.

Section 6: Job Security for Person under Medical Treatment

Absence for legitimate medical treatment shall not be the sole cause for dismissal or other disciplinary measure.

Section 7: Annual Physical Examination

A. The Employer shall require all supervisors working with or who supervise employees working with defined hazardous materials to take an annual physical examination and diagnostic procedure including, electrocardiogram, mammogram, prostate examination,

chest x-rays, serology, CBC, urinalysis, and other tests deemed necessary for a complete physical examination of said employee. The cost of the annual physical examination shall be offset by the employee's health insurance coverage plan. The agency/department shall assume the cost of unmet deductibles and/or any additional costs associated with the annual physical examination. The Employer, through its health services, will assist in referrals for necessary treatment, provided that the Employer shall not be required to pay for any such treatment rendered as a result of said referral.

- B.** The cost of any applicable immunization provided to the supervisor shall be offset by the employee's health insurance plan. The agency/department shall assume the cost of unmet deductibles and/or any additional costs associated with the appropriate immunization.

ARTICLE VII
ANNUAL LEAVE

Section 1:

3 V.I.C. Sections 581 (a), 581 (e), and 582 and as may be amended shall apply.

Section 2:

A forfeiture is defined as compulsory deprivation of accumulated leave time as computed under 2 V.I.C. Section 41 (1). In the event that a supervisor is required by his superior to forfeit accumulated annual leave time, such supervisor shall be promptly paid by the Employer, at his/her regular rate of pay, for such forfeited accumulated annual leave time.

Section 3:

It shall not be required that any application for annual leave state a reason for the application.

Section 4:

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/department. Whenever possible, the employee shall be notified of any change in his scheduled vacation at least sixty (60) work 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 5:

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.

Section 6:

The Employer may not unreasonably require an employee to work during his/her vacation.

Section 7:

Accumulated annual leave shall be paid without undue delay and in lump sum, in the event of layoff, dismissal, or any other form of separation from Government service; subject, however, to deduction of all indebtedness to the Government and the value of equipment and supplies signed out to a supervisor and not accounted for.

ARTICLE VIII
PUBLIC SERVICE

Section 1: Jury Service: Subpoenas

An employee shall be excused from his duties without loss of pay, deduction from annual leave, or loss of any other benefit (including holiday pay), for the time required for the following reasons:

- A.** Jury qualification for service in the Territorial Court or District Court of the Virgin Islands. However, should the employee be released from jury duty on/or before 12:00 noon, the employee shall return to work.

- B.** Serving as a witness after being subpoenaed by such court or by any Virgin Islands Administrative Agency or Federal Governmental Agency, including the Legislature on a work related matter.

Section 2: Service on Boards and Commissions

Members of the bargaining unit who are members of government boards, commissions, committees and other instrumentalities of the government shall be granted leave with pay to attend such meetings and for other related purposes. The members shall give timely notice of ten (10) working days.

ARTICLE IX
UNION ACTIVITIES

Section 1: Shop Stewards

The shop stewards and/or the alternate shop stewards shall be allowed administrative leave with pay to assist in the adjustment of grievances and at arbitration.

Section 2: Negotiating Committee

The Union's negotiating committee and/or the alternate negotiating committee members shall be allowed administrative leave with pay to participate in contract negotiations. The Union shall notify the agency/department head in writing with the names of the negotiating committee members in advance of negotiations.

Section 3: Extended Union Leave

The local union officers, shop stewards or the alternate shop stewards or any other employee may apply for extended leave without pay for union business. In such cases, the application shall not be unreasonably denied.

Section 4: Union Service

Any employee called into temporary, full or part time service, in any capacity for the Union, shall not be discriminated against, and, upon termination of such service, shall return to work in his former position or a similar position with the same grade and step, adjusted to reflect existing wage schedules or pay plans.

Section 5: Seniority Accrual

During the period of union business leave, seniority shall continue to accrue to the employee taking said leave.

Section 6: Local Union Representatives

The Employer shall recognize the local union officers, negotiating committee members, alternate negotiating committee members, shop stewards and alternate shop stewards. Such persons shall be designated by the Union for the purpose of participation in Union activities. Such persons shall suffer no loss of pay or leave for reasonable working time spent in such activities.

Section 7: Notice to Employer

The Union shall inform the agency/department head in writing of the names of its local union officers, negotiating committee members, alternate negotiating committee members, stewards and alternate stewards.

Section 8: Access to Employer's Facilities

- A. The local staff representative shall have access to the Employer's facilities during working hours for the purpose of investigating, adjusting and discussing grievances, complaints, and in order to monitor compliance with this Agreement.
- B. International officers, attorneys and other representatives of the Union shall be granted admission to the employer's facilities during working hours for the purpose of investigating complaints and disputes, and in order to monitor compliance with this Agreement.
- C. The union shall provide written notice not less than forty eight (48) hours in advance to the Employer prior to visits by such persons, listed in Subsection B above, who shall not disrupt the operation of the agency/department. In the event of an emergency, such visits may be allowed upon verbal request and authorization of the agency/department head or his designee.

Section 9: Use of Telephones and Facilities

- A. The use of telephones and/or facilities to meet with employees shall be permitted to designated union representatives for the purpose of contract negotiations, investigating,

adjusting and discussing grievances, complaints and disputes, and monitoring compliance with this Agreement.

- B. The use of telephones and/or facilities shall in no event interfere with the legitimate operations of the Employer.

Section 10: Bulletin Boards

The Employer shall provide bulletin boards for the Union's use in areas conveniently accessible to employees.

Section 11: Convention/ Conference Leave

Employees who have been elected or appointed by the Union to attend the International Union Convention or District Education Conference shall be granted up to six (6) days of convention/conference leave per annum without loss of pay or deduction from annual leave, not to exceed six (6) employees per Local and four (4) employees per Department/Agency. The Union shall provide notice thirty (30) days in advance of the first day of travel to the Employer.

ARTICLE X

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. Title 3, Chapter 25, Subchapter VIII, entitled "Health Insurance";**
- B. Title 3, Chapter 27, entitled "Retirement";**
- C. Title 3, Chapter 25, entitled "Duty Connected Disability";**
- D. Title 3, Chapter 25, entitled "Miscellaneous Benefits," §§ 641-645.**

ARTICLE XI
LEAVES OF ABSENCE

Section 1:

An employee may, upon application thereof, be granted a leave of absence without pay, without loss of seniority or other employment benefits. Permission for such leave shall not be unreasonably withheld.

Section 2:

A leave of absence shall not exceed sixty (60) days; provided however, that such period may be enlarged or extended at the request of the employee for an additional sixty (60) days, and such enlargement or extension shall not be unreasonably denied; provided further, however, that where the purpose of the leave of absence is study or the grave personal illness of the supervisor or a member of his immediate family, then such period may be further enlarged or extended at the request of the employee for a total period not to exceed one (1) year, and such further enlargement or extension shall not be unreasonably denied.

Section 3: Emergency Leave

- A.** In the event of a personal emergency, administrative leave with pay may be granted by the agency head. An emergency is defined as an unforeseen occurrence requiring the immediate and urgent attendance of the employee for the welfare of a member of the employee's family including the employee.
- B.** If the employee's request for Administrative Leave is denied or should the employee need additional time-off such leave may be deducted from the employee's accrued compensatory, sick or annual leave depending upon the circumstances.
- C.** In the event of an emergency, the employee shall notify his immediate supervisor on the day of the emergency or no later than 8:30 a.m. on the following day. Written notification of the emergency may be requested by the Supervisor/Agency Head, upon the employee's return to duty. Failure by the employee to provide proper notification and verification will result in the employee being charged leave without pay.

Section 4: Extended Sick Leave

Any supervisor who returns to duty after an extended period of illness for six (6) months or more due to a non-occupational accident or illness may be asked to undergo a complete physical examination by a doctor designated by the Government at no cost to the employee. Such supervisor shall be obligated to submit to such medical examination as proof of fitness to resume his or her job duties. In the event that the opinion of the physician designated by the Government is challenged, the parties may obtain a second opinion from a health care provider mutually agreed upon by both parties and share equally in the expense. Such second opinion shall be binding on both parties.

Section 5: Family Medical Leave Act

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

Section 6: Bereavement Leave

- A. Any employee suffering the death of a parent, spouse, legal guardian, child, brother, sister, grandparent, grandchild, 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.
- B. An employee who suffers the death of any relative by blood or marriage, in the same household shall be entitled to four (4) days Bereavement Leave without loss of pay or reduction from annual leave.
- C. This leave shall be taken within the period immediately following the death and one (1) week after burial.
- D. An employee who has a death in their family not mentioned above, specifically uncles, aunts, nieces, daughter-in-law, nephew and son-in-law, will be granted one (1) day annual leave in order to attend the funeral.

Section 7: Reserve/Military Service

- A. Administrative leave with pay shall be granted for all employees of the bargaining unit who are members of an active reserve unit of any branch of the Armed Forces of the United

States for time spent in mandatory attendance at annual reserve summer training, encampment, and at regular drills and training sessions included throughout the year, consistent with 3 VIC 590, as may be amended.

- B. Employees of the bargaining unit who are on federal active duty as a reserve of the Armed Forces or National Guard shall, consistent with 23 VIC 1524 (a), be entitled to leave with pay not to exceed thirty (30) days in a calendar year.
- C. Employees of the bargaining unit who are on territorial active military duty shall, consistent with 23 VIC 1524 (b), be entitled leave without loss of pay.

Section 8:

The supervisor shall notify the Employer in advance of leaving to active duty. Such notice shall be as soon as the unit member becomes aware of their leaving for active duty. In accordance with the Uniformed Services Employment and Re-employment Act of 1994 (USERRA), the supervisor could be on active duty as long as five (5) years.

Section 9:

A supervisor returning from active duty service in the armed forces shall be restored to his prior job or to a job substantially similar, without loss of seniority or other rights or benefits in accordance with and subject to the Uniformed Services Employment and Re-employment Act of 1994 (USERRA) covering members and former members of the United States Armed Forces and applicable laws of the United States and the United States Virgin Islands.

Section 9: Study Leave

- A. After three (3) years of continuous employment in a supervisory status, a supervisor may be granted a leave of absence without pay at the discretion of the department/agency head for a period not to exceed two (2) years for study purposes, without loss of accrued benefits. Provided, however, that such leave is not unduly disruptive to office operations. Requests for study leave shall be submitted between six (6) months and one (1) year prior to the start of the educational leave.

- B.** After six (6) years of continuous employment as a supervisor with the employer, study leave for a period not in excess of one (1) year with full pay may be granted for education study in an approved job related program. Provided, however, that such leave is not unduly disruptive to office operations.
- C.** At the termination of the educational program the employee shall be entitled to return to his prior position no later than sixty (60) days after giving notice to the employer of his intent to return to work.

Section 10: Study Allowance

- A.** Upon successful completion of a job related course of study or training for credit, as approved by Employer, supervisor shall receive up to one thousand dollars (\$1,000.00) annually to assist in defraying the expenses of tuition, fees and books, subject to availability of funds.
- B.** The employer shall absorb all associated costs, subject to availability of funds, when an employee is required to secure additional training or certification. The employer shall absorb the cost associated with maintaining that certification.

Section 11:

- A.** The provisions of 3 V.I.C. Section 677 shall apply to all employees.
- B.** Application for study leave shall be made in a timely manner to allow for proper processing of the application.
- C.** Applicant must state: Years of service in V.I. Government; period of leave sought (not to exceed one (1) year); nationally/regionally recognized accredited institution where study is to be pursued; plan of study and goal sought to be achieved.
- D.** An applicant granted study leave with pay shall be obliged to submit an official transcript signed by a responsible officer of the institution selected, and a final certificate of satisfactory completion of the study program. Failure to submit transcript indicating attendance, satisfactory progress or final completion of study program may be cause for withdrawal of leave status in whole or part.

ARTICLE XII
SENIORITY AND LAYOFFS

Section 1: Seniority Defined

- A. **Service Seniority** is defined as an employee's length of continuous service with the Government from his original date of hire or from the date of his return to the Government after a break in seniority as hereinafter defined in Section 7 of this Article.
- B. **Job Classification Seniority** is defined as an employee's length of service in his job classification.
- C. **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 Employer in writing.

Section 2: Probationary Period

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first one hundred eighty (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 Employer, provided that this will 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 and job classification seniority retroactive to date of hire. Employees whose positions are reallocated shall serve no probationary or trial period.

Section 3: Applicability of Seniority

Seniority shall be used to determine the relative rights of employees within the bargaining unit as expressly set forth in this Agreement, and shall not in any way affect other benefits, such as retirement, that are dependent on length of service.

Section 4:

- A. For the purposes of economic layoff, recall, bumping, transfers, and other terms and conditions of employment, service seniority shall govern except where otherwise provided.
- B. Service Seniority shall govern within and between all departments covered by this collective bargaining agreement.

Section 5: Reductions in Work Force

- A. In the event of a reduction in force, the following procedures will be followed:
 - 1. Probationary employees in the affected job classification shall be laid off first.
 - 2. 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 seniority.
 - 3. An employee to be laid off may elect to be placed on layoff or to bump an employee with less service seniority in a job classification of equivalent or lower wage rate where the employee to be laid off is qualified to perform the work, provided the employee is in the same bargaining unit.
 - 4. An employee who elects to bump shall have the same rights as though he were initially displaced in the layoff except that he shall be paid at the rate paid to the employee he has bumped.

B. Notification of Layoff

A supervisor shall be given a minimum of four (4) weeks' notice of layoff or shall be paid four (4) week's salary in lieu of such notice, at the discretion of the Employer.

Such notice shall be in writing, and a copy thereof shall simultaneously be sent to the Union. An employee receiving said notice shall be entitled to his full compensation during the notice period.

C. Recall from Lay-off

- 1. An employee shall be recalled from layoff in the reverse of the order in which he was laid off.

2. An employee shall be notified of recall by registered mail, return receipt requested, to the employee's last address contained in the Department's records. A copy of said notification shall be sent to the Union. An employee shall, in the absence of special circumstances, send notice to the Department, within ten (10) working days after his receipt of the above recall letter, of his intention to return to work within ten (10) working days of the date on which he sends his notice; otherwise, the employee shall be subject to discipline including dismissal.

D. Seniority List

The Employer shall furnish to the Union a copy of this subparagraph of this Agreement and a full and complete list of unit employees, their dates of hire and dates of service within their current job classification; said list shall be referred to as the "seniority list". The Union or any employee who questions the accuracy of the list may do so within thirty (30) days after receipt of this list by notifying the Employer, in writing, of the alleged inaccuracy and requesting its correction. If the matter is not satisfactorily resolved in this manner within ten (10) days after the Employer has received the request for correction, the Union or the employee may file a written grievance with the Employer specifying the alleged inaccuracy or inaccuracies. If no written notification or grievance is filed within the specified time limit(s), the list shall be for all purposes binding on the parties. If a grievance is filed, then it shall be deemed at Step 2 under the Grievance and Arbitration Procedure, but said list with respect to those items not specifically questioned by the grievance shall be for all purposes final, binding, and conclusive as to the parties and employees. Every three (3) months after the abovementioned list has been submitted, the Employer shall furnish the Union with an up-to-date seniority list, and the above-mentioned.

Section 6:

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

Section 7:

Seniority shall be continuous and shall cease only under the following conditions: A supervisor -

1. Voluntarily resigns;
2. Is discharged for cause and not reinstated; or
3. After a layoff in excess of two (2) years.

ARTICLE XIII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1:

For the purpose of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties as to the interpretation, violation, application or performance of this Agreement.

Section 2:

The following procedure, including arbitration, shall be the exclusive means of settlement of all grievances arising under this Agreement.

Section 3:

All work time spent by the employee-grievant, shop stewards, assistant shop stewards, and witnesses in the filing, discussion, investigation or processing of a grievance or arbitration shall be with pay.

Section 4:

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

- A. **Step 1:** The matter will first be discussed by and between the aggrieved employee (or employees), the employee's immediate superior and, if the employee desires, a shop steward not later than ten (10) work days after its occurrence or after the employee knew or should have known of the matter complained of. The immediate superior shall, within five (5) work days and after said discussion, advise the employee and the Union of his decision in writing.
- B. **Step 2:** If the immediate superior's decision is not acceptable to the aggrieved employee, the employee or the Union, within five (5) work days after receiving the answer in Step 1, may appeal the immediate superior's decision by presenting a grievance in writing to the Department/Agency Head (or his

designee). The grievance shall state in summary form the facts and circumstances of the grievance, the section(s) of the collective bargaining agreement alleged to have been violated, and the relief requested. The Department/Agency Head (or his designee) shall acknowledge receipt of the grievance by signing and dating same and sending copies thereof to the Shop Steward. A meeting between the Department/Agency Head (or his designee), the grievant, and the Shop Steward shall be held to discuss the grievance within five (5) work days after it has been presented to the Department/Agency Head. Within five (5) work days after this meeting has been held, the Department/Agency Head shall notify the employee and the Shop Steward in writing of his decision.

- C. **Step 3:** If the Department/Agency Head's decision is not acceptable to the aggrieved employee, within five (5) work days after receiving the decision in Step 2, the employee or the Union shall appeal the Department/Agency Head's decision to the Department/Agency Head in writing. A meeting between the Department/Agency Head or his designee, the Representative of the International Union, the shop steward, and the aggrieved employee shall be held to discuss the grievance within ten (10) work days after it has been presented to the Department/Agency Head. Within ten (10) work days after this meeting has been held, the Department/Agency Head or his designee shall advise the Representative of the International Union, the shop steward, and the grievant of his decision in writing.

Section 5:

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

Section 6:

- A. The time limits set forth in this Article shall be binding on the parties unless extended in writing and the processing of a grievance to arbitration shall not waive the rights of a party to assert before the arbitrator that the grievance was untimely processed.
- B. If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of on the last answer of the Department. The Union may withdraw a grievance at any step in the procedure by notifying the Department in writing. If the Department fails to process its response to a grievance within the time limits provided, the Union shall have the right of automatic appeal. If the Department initiated the grievance, the role shall be reversed.

Section 7:

If the grievance has 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) work days after receiving the answer of the Agency Head, 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 8:

- A. In the event a grievance remains unsettled under the foregoing procedures, the Representative of the International Union may, by written notice to the Agency Head within ten (10) work days of receipt of the latter's decision; appeal the matter to arbitration.
- B. 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) 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 impartial persons. The parties shall then make every effort to agree to one of the persons on the list as the Arbitrator.
- C. In the event the parties are unable to agree to an arbitrator from a list provided by the PERB within ten (10) work days of the exchange of 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. Within ten (10) work days following receipt of such panel, the parties shall make every effort to agree to one of the persons from the panel as the Arbitrator.

- D. 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.
- E. The Arbitrator's compensation and expenses shall be shared equally by the parties, except as otherwise provided for in this Article.
- F. The Arbitrator shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.
- G. The decision of the Arbitrator, consistent with Subsection F above, shall be final and binding on both parties to this Agreement and the grievant. Such decision shall be rendered in writing within thirty (30) days of the last hearing or submission of facts as provided herein.

Section 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 Department.

Section 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 calendar Monday through Friday, exclusive of holidays.

Section 11:

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

Section 12:

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

Section 13:

If any party fails to attend an arbitration hearing as scheduled by the Arbitrator without cause and after said party has received proper notice, such failure to attend shall not delay said arbitration, and the Arbitrator is hereby authorized to proceed to take evidence and to issue an award as though such party were present.

Section 14:

The Arbitrator's decision/award shall be rendered within thirty (30) days of the last hearing, or within thirty (30) days of the submission of facts as provided for this Article.

Section 15:

- A. 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.
- B. Grievances arising from suspension, demotion or discharge shall be appealed in writing directly to the Agency Head within ten (10) work days of notice of such action. Such grievance shall be heard by the Agency Head within ten (10) work days and a written decision shall be submitted to the Union within ten (10) work days. In the event the grievance remains unsettled, the Representative of the International Union may by written notice to the Agency Head, within ten (10) work days of receipt of the latter's decision, appeal the matter to arbitration as set forth in this Article.

- C. 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.

Section 16:

There shall be a thirty (30) work day limit for the department or agency to institute disciplinary action against any employee from the time the department or agency knew or should have known of the conduct in question, except if said conduct requires investigation by an outside agency or law enforcement.

Section 17:

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 the arbitration of any grievance arising under the provisions of this Agreement unless the issue or grievance is regarding an interpretation of any provision of this Agreement in interest arbitration only.

ARTICLE XIV

EMPLOYEE PERSONNEL RECORD

Section 1:

Official files shall be maintained under the following circumstances:

- A. The Employer, upon becoming aware of or receiving, any derogatory material regarding the supervisor shall notify the supervisor and the union immediately of the receipt of such materials. The supervisor shall have the right to review and copy such material. No material derogatory to an employee's conduct, service, character, reputation, personality or good standing in the department, government or the community shall be discussed, disseminated, shared, disclosed, copied, or placed into the files unless the supervisor is first given an opportunity to read, review and copy the subject material. The employee shall acknowledge that he read the subject material by affixing his signature to the actual copy (copies) to be filed, with the understanding that such signature merely signifies that he has read the material to be filed, but does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within ten (10) work days of the occurrence may not be added to the file.
- B. The supervisor shall have the right to answer any material filed, and his answer shall be attached to the filed material.
- C. Upon written request of a supervisor, he may examine his own personnel records in the presence of the Human Resources Officer or his designee. This examination shall take place within two (2) working days of the request, but not later than five (5) working days. In case of an emergency, this request shall be granted immediately. Upon request, a single copy of any documents in the employee's file will be reproduced for the employee. The Human Resources Officer or his designee and the employee will affix their signatures on the folder and indicate the date on which the file was examined and the number of documents provided to the employee. Only those personnel who have an official right for doing so may inspect an employee's file. When an employee's file is

inspected by such person, he shall indicate that he has examined the same by a written notice given to the supervisor of personnel files.

- D. Material will be removed from the files when an employee requests or an employee's claim that it is inaccurate or unfair is sustained under the Grievance and Arbitration Procedure.
- E. Any derogatory material not shown to an employee within ten (10) work days after receipt by the Department shall not be allowed as evidence in any grievance or disciplinary action against an employee or used to effect dismissal, promotion or rating.
- F. Information of a positive nature shall be placed in the employee's file. Such information shall include but shall not be limited to information indicating special competencies, achievements, performance, contributions of an academic, professional or civic nature. Any such materials received from outside sources shall also be included in the employee's file. Provided, however, since reasonable persons may differ as to whether information is positive or derogatory, entries into the employee's file under this subparagraph shall be subject to all the terms and conditions of this Article relating to derogatory material.
- G. Derogatory material in an employee's file shall not be used against him/her for purposes of discipline or promotion or any other personnel matter, if more than two (2) year have passed since the occurrence or occurrences to which such material relates.

ARTICLE XV
TRANSFERS, CLASSIFICATIONS, PROMOTIONS
AND POSTING PROCEDURES

Section 1: Notice

Notices of all vacancies and new positions shall be posted on bulletin boards throughout the unit for a reasonable period of time but not less than two (2) weeks prior to the date on which applicants may file applications for such vacancies. Copies of such notices shall be immediately mailed or delivered to the Union and to the shop stewards in the Agency in which the vacancy exists. The notices shall state classification, rate of pay, duties, qualifications, and the procedure and final day for filing.

Section 2:

- A. Subject to Title 3, Chapter 25 of the Virgin Islands Merit System and Article II of this Agreement, the Department shall promote from within the Department whenever there is a qualified Department employee who applies for the vacancy or new position.
- B. Bargaining unit employees may request a transfer into another department and may be given preference and selected for such transfer once they are certified by the Division of Personnel, where applicable and provided that the position has not been filled by promotion.
- C. An employee who is promoted shall be placed in the vacancy or new position 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 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. If the former position is not available, the Department will utilize every best effort to find a comparable position without resulting in a decrease in pay or grade.

Section 3:

If there is more than one employee certified by the Division of Personnel to be considered under Section 2 of this Article, all things being equal, then seniority shall be the determining factor in the selection process.

Section 4:

This Article shall apply to all positions in the bargaining unit.

Section 5:

Supervisors transferring within the bargaining unit shall suffer no loss of service seniority.

Section 6:

No reprisals may be taken against a supervisor who seeks a transfer within a department or agency or across departmental or agency lines.

Section 7:

The Employer shall have the right to make such transfer of personnel and reorganization of a department as in its judgment will serve the best interest of the Government, subject nevertheless, to the other provisions of this Agreement and the following:

- A. 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;
- B. Whenever possible, transfers for reasons of hardship shall be permitted;
- C. Reasonable advance notice shall be given when employees are temporarily transferred or required to work outside of their regular duty areas.

Section 8:

All notices prepared by the Division of Personnel (DOP) concerning class allocations and position reallocations related to the bargaining unit shall be submitted by the DOP to the Union within ten (10) work days of such preparation.

ARTICLE XVI
GENERAL PROVISIONS

Section 1: No Individual Contracts

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

Section 2: No Unit Work by Managers

A supervisor shall not perform work usually assigned to a lower level or superior level employee, except in emergency situations and/or in order to maintain operational efficiency not to exceed ninety (90) calendar days.

Section 3: Best Efforts to Obtain Approval

Whenever any of the terms of this Agreement require approval by other governmental bodies or individuals, the Employer shall immediately take all appropriate steps and exert its best efforts to obtain such approval.

Section 4: Loyalty Oaths

The Department agrees that it will not require any employee to sign or otherwise make any oath or affirmation of loyalty unless required by law.

Section 5: Extermination

All areas shall receive extermination services when necessary.

Section 6: Working Space and Equipment

The Employer shall provide a comfortable working environment, adequate working space, and adequate equipment in advance of assignment.

Section 7: Photo Identification Card

If Employer requires identification, the Employer shall issue a photo identification card to each employee at no cost to the employee.

Section 8: Planning

Where appropriate, the Employer agrees to involve supervisors in areas of planning for physical expansion of facilities by making these plans known to the employees.

Section 9: Listing of Employees

The Employer shall provide the Union with a list of the names, job classifications, salaries and mailing addresses of all employees in the bargaining unit.

Section 10: Mileage and Parking Reimbursement

If an employee is authorized to use his/her personal vehicle for official purposes, he/she shall be reimbursed in accordance with the current IRS mileage allowance. Upon submission of receipt, the employee shall also be reimbursed for parking subject to approval by Employer.

Section 11: Expenses for Off-Island Assignments

When an employee is required to work off-island to include St. Thomas, St. Croix and St. John, the employer shall provide said employee with the necessary transportation, and if required to overnight, lodging accommodations and per diem in connection with such work upon presentation of receipts as prescribed by Executive Order.

Section 12: Educational Expenses

- A. A Supervisor who is required to attend any seminar, class or other educational program for the benefit of the Employer, which is located away from his place of duty station, shall be granted administrative leave with pay and coverage for all necessary expenses associated with attending such educational or training program. Such expenses that are reimbursable include:

1. Travel and per diem expenses;
 2. Seminar or training costs; and
 3. Overnight lodging.
- B.** If practicable, the supervisor shall be given said projected expenses prior to the date of travel, as per Executive Order. If such expenses are to be reimbursed to the employee after attendance at such training or seminar, then said employee shall receive timely reimbursement after submission of the required information as determined by applicable laws, Executive Orders and Departmental Rules and Regulations.

Section 13:

Management has the responsibility to provide the necessary resources inclusive to manpower, tools and equipment to effectively carry out the supervisor's duties and responsibilities.

ARTICLE XVII
HEALTH AND SAFETY

Section 1:

The Employer shall provide, to each section, first aid kits suitable for the protection and use of all employees.

Section 2:

The Employer shall take all reasonable actions to protect employees from work-caused illness and/or accidents.

Section 3:

The Employer agrees to make reasonable provisions for the safety and health of its employees. The Employer recognizes the employee's right to refuse to work in an unsafe or unhealthy environment.

Section 4:

Protective devices and safety equipment necessary for the proper protection of all employees shall be provided by the Employer at no cost to the employee(s).

Section 5:

The Employer shall ensure that "fire drills" are held for unit employees at reasonable intervals.

Section 6: Water Coolers, etc.

The Employer shall provide water coolers, lavatories and sanitary facilities.

Section 7: Alcoholism, Drug Addiction

- A. The parties acknowledge the Employer's right to maintain a drug-free work place policy consistent with applicable local and federal mandates that may include education, testing, treatment and rehabilitation.
- B. All employees shall be entitled to utilize sick leave and/or annual leave to attend out-patient alcoholism or drug addiction treatment centers without loss of pay or other benefits, subject to such reasonable rules and regulations as the Employer, in its discretion, may adopt regarding the verification of bona fide attendance for treatment.
- C. 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, immediately, if he/she fails to enroll in and complete drug treatment program. An employee who has tested positive for illicit drug use for a third time shall be terminated, immediately, from his/her employment. (Original Location, Article XX, Section 3, modified).

ARTICLE XVIII
NON-DISCRIMINATION

Section 1:

- A.** The Employer shall not discriminate against any supervisor or applicant for a job in the bargaining unit on the basis of race, color, creed, religion, political beliefs, political activities, nonparticipation in any political activities, gender, sex, marital status, disability, age, union membership or activities, national origin or participation in the Armed Forces.
- B.** The Employer shall post in conspicuous places, available to employees and applicants for employment, notices with respect to the non-discrimination policies of the Employer.
- C.** The representatives of the Union and the Employer in all steps of the complaint and grievance procedure and in all dealings between the parties shall comply with this provision.
- D.** It is also the continuing policy of the Employer and the Union that all employees shall be provided a workplace free of sexual harassment. Sexual harassment shall be considered discrimination under this provision. There shall be no retaliation against an employee who complains of such discrimination, or who is a witness to such discrimination.

Section 2: Gender

All references to "he", "she", "his", or "her" in the Agreement are intended to refer to both males and females and shall be so construed.

ARTICLE XIX
PAY DIFFERENTIALS

- A.** All supervisors, other than physicians, whose duties require their physical presence on duty in the behavioral health/mental health units of government hospitals, shall be paid a differential of fifteen (15%) percent of his basic compensation, in addition to his basic compensation.
- B.** A supervisor assigned to regular night duty; that is, regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m., shall be paid differential at the following rates:

 - 1.** For night work from 5 to 8 hours duration in a regular eight (8) hour shift, a differential of ten percent (10%) of his basic rate of pay.
 - 2.** For more than eight (8) hours of night work, a differential of fifteen (15%) percent of his basic rate of pay; provided, that the night duty assignment was not made at the behest of the employee.
- C.** Supervisors in the bargaining unit that supervise employees who received hazardous duty pay differential, will receive the same differential added to their base salary. Employees in the bargaining unit who are employed by the Department of Human Services as Director of Residential Services (Homes for the Aged) shall receive an annual 10% salary differential added to their base salary.
- D.** In the event of any assignments to a higher classification made solely for the convenience of the Department/Agency for a period lasting more than one (1) payroll period, the Employer shall pay the employee at his regular rate of pay plus ten (10%) or the minimum rate of the labor grade to which the employee is temporarily assigned, whichever is higher, commencing with the second payroll period.

ARTICLE XX

JUST CAUSE

Section 1:

The Employer may not dismiss, suspend, transfer, demote, reprimand or discipline supervisors without just cause.

Section 2:

An employee shall have the right to respond orally or in writing to any complaint made against him to the agency/department. No disciplinary action shall be taken by the agency/department without an investigation and substantiation of the complaint. In any grievance arbitration, the employee shall have the right of confrontation and cross examination of his accuser.

Section 3:

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 drug treatment program. An employee who has tested positive for illicit drug use for a third time shall be terminated from his employment with the right to appeal.

ARTICLE XXI
SAVINGS CLAUSE

In the event that any provisions of this Agreement shall violate Virgin Islands law or Federal Law, or rules or regulations promulgated thereto, then, and in such event, such provision, to the extent only that it is so in violation, shall be deemed ineffective and unenforceable, and shall be deemed severable from the remaining provisions of this Agreement, while remaining provisions shall not be affected. Within ten (10) days thereafter, the parties shall meet for the purpose of negotiating changes made necessary by such severance provision.

ARTICLE XXII

HEADINGS FOR CONVENIENCE ONLY

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

ARTICLE XXIII

NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Union will not call, authorize, ratify or engage in a strike, and the Employer will not lock out any of its employees.

ARTICLE XXIV
SPECIAL PROVISIONS

Section 1: Equipment and Uniform

Upon entry into the Agency/Department, the Agency/Department shall issue to each supervisor required to wear a uniform five (5) pairs of slacks, or five (5) skirts, six (6) shirts, or six (6) blouses and two (2) pairs of shoes. Uniforms and shoes shall be replaced each October upon submission of damaged (wear and tear) items. The supervisor shall be issued the appropriate protective clothing.

- 1) Upon entry into the Agency/Department where a supervisor is required to wear a uniform, but the Agency/Department does not issue said uniform, the Employer shall:
 - a) Provide to the supervisor a \$400.00 allowance for the purchase of said uniform; and
 - b) Pay to each supervisor required to wear a uniform the sum of \$300.00 per year as a uniform maintenance allowance. Payment shall be made semi-annually no later than the end of the second quarter and no later than the end of fourth quarter of each fiscal year.
- 2) All equipment issued shall be returned to the Employer upon termination of employment for whatever reason.
- 3) Weapons and badges should be turned in upon suspension. If an employee leaves the Virgin Islands on leave status or goes on extended sick leave, the weapon shall be turned in. Extended sick leave for the purpose of this contract shall be more than thirty (30) days.

Section 2: Peace Officer Training

- A. The Employer shall furnish firearms training as required by the Police Department for all Peace officers. The equipment necessary for such training shall be provided by the Employer. The department shall arrange for and be responsible for seminars or workshops to provide all Supervisory Peace Officers with an update of all relevant changes in the law.
- B. Recertification shall be held as required by the Virgin Islands Police Department.

Section 3: Job Related Training

Each Agency/Department shall provide four (4) job related in-service training sessions each year.

ARTICLE XXV

LABOR - MANAGEMENT COMMITTEE

Section 1:

The Employer and the Union agree to establish a joint Labor-Management Committee – one on St. Thomas and one on St. Croix. 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; provided, however, the parties may schedule additional meetings to address issues that must be address before the next regularly scheduled quarterly meeting. 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 2:

The Union and the Employer shall designate five (5) representatives each to serve on the respective committees and 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 3:

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

ARTICLE XXVI
DURATION AND TERMINATION

Section 1:

This Agreement shall become operative at 12:01 a.m. on the first (1st) day of October, 2018 and shall expire at midnight on the thirtieth (30th) day of September, 2022.

Section 2:

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

Section 3:

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

Section 4: Binding Effect

The parties and their successors and assigns shall be bound by and comply with all the terms and conditions of this Agreement.

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

GOVERNMENT OF THE VIRGIN ISLANDS

BY: [Signature]
Nicola Nigou Yang How, Esq.
Chief Negotiator

APPROVED
BY: [Signature]
Honorable Kenneth E. Mapp
Governor, U.S. Virgin Islands
01-03-19
Date:

UNITED STEELWORKERS AFL-CIO/CILC

BY: [Signature]
Leo Girard
International President

[Signature]
Stanley W. Johnson
International Secretary/Treasurer

[Signature]
Thomas Conway
Vice President, Administration

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

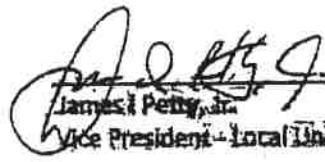
[Signature]
Daniel Huggo
District Director - District 9

[Signature]
George Larry Jackson
Staff Representative - District 9

[Signature]
Lynette Fischer
President - Local Union 9489

[Signature]
Carol Maw
Vice President - Local Union 9489

[Signature]
Alvinia W. Smith
President - Local Union 9489


James J. Petty, JR.
Vice President - Local Union 9988

RATES OF PAY

Section 1:

1. The minimum salary for all members of this bargaining unit shall be thirty-one thousand six hundred thirty-three dollars (\$31,633.00), or grade eleven (11) step one (1). Should there be a change in the federal or local minimum wage members of this bargaining unit shall be entitled to the benefit of said change. The contract shall have an effective date that commences on October 1, 2018 and expires on September 30, ~~2023~~ 2022. Retroactive pay from FY 2009 through FY 2018 shall be waived.
2. Effective October 1, 2018, (FY19) the new pay plan shall be thirty-one thousand six hundred thirty-three dollars (\$31,633.00) with ~~2.50%~~ 2% percent between steps and four (4%) between grades. All bargaining unit members shall maintain their current job classification grade and shall be placed on the new pay plan to the salary closest to their newly adjusted salary without a decrease in salary. All employees in this bargaining unit shall receive the following incremental step increases:
 - a. All employees hired, promoted or transferred into the bargaining unit on or before October 1, 2018 (FY19), with zero (0) to four (4) years shall receive no incremental step increase on the new pay plan.
 - b. All employees hired, promoted or transferred into the bargaining unit on or before October 1, 2018 (FY19), with five (5) to nine (9) years shall receive Two (2) incremental step increase on the new pay plan.
 - c. All employees hired, promoted or transferred into the bargaining unit on or before October 1, 2018 (FY19), with ten (10) to fourteen (14) years shall receive ~~two (2) Four (4)~~ Three (3) incremental step increase on the new pay plan.
 - d. All employees hired, promoted or transferred into the bargaining unit on or before October 1, 2018 (FY19), with fifteen (15) to nineteen (19) years shall receive ~~three (3) Five (5)~~ Four (4) incremental step increase on the new pay plan.
 - e. All employees hired, promoted or transferred into the bargaining unit on or before October 1, 2018 (FY19), with twenty (20) to twenty-four (24) years shall receive ~~four (4) Six (6)~~ Five (5) incremental step increase on the new pay plan.
 - f. All employees hired, promoted or transferred into the bargaining unit on or before October 1, 2018 (FY19), with twenty-five (25) plus years shall receive ~~five (5) Seven (7) Six (6)~~ Seven (7) incremental step increase on the new pay plan.
3. Effective October 1, ~~2022~~ 2021, (FY21 - FY 22) all employees in this bargaining unit shall receive one (1) incremental step increase on the new pay plan.

4. The Parties agree if any discrepancy found within the spreadsheets either party will notify the other within sixty (60) days. Once the Government is notified they have thirty (30) days to make the adjustments.
5. This agreement shall not become effective unless ratified by the membership of this bargaining unit and approved by the Governor of the United States Virgin Islands, and any portion of this Agreement requiring legislative action to permit its implementation by providing additional funds therefore, shall not become effective until the Legislature of the Virgin Islands has enacted appropriate implementing legislation.

Accept By: [Signature] Date: _____

Denied By: _____ Date: _____

Withdrawn By: _____ Date: _____

Referred to arbitration: _____

Appendix B

Whereas, the Government of the United States Virgin Islands and the United Steelworkers Union (USW) are parties to a Supervisors' Collective Bargaining Agreement which provides for the terms and conditions of employment for employees within twenty-two (22) Departments and Agencies of the Government of the U.S. Virgin Islands; and

Whereas, the parties have concluded negotiations of the terms and conditions of a Supervisors' Collective Bargaining Agreement and wish to execute the wage agreement by stipulation.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intended to be legally bound, the parties hereto covenant and agree that:

1. Effective October 1, 2018 (FY '2019), the parties mutually agree to adopt the proposed SE Pay Plan date October 1, 2018, which is attached hereto and made apart of this agreement. The SE Pay Plan starts at \$31,633.00
2. Effective October 1, 2018, all current gold starred employees promoted or transferred into the bargaining unit between October 1, 2009 through September 30, 2018 shall be evaluated as mutually agreed by the parties and be slotted on the SE Pay Plan dated October 1, 2018 as follows:
 - a) Employees in the bargaining unit on gold star status shall be slotted onto the SE Pay Plan dated October 1, 2018 to the nearest step of the current base salary, without a decrease in salary and receive an increase of one (1) incremental step, which is applicable to their respective position.
3. Effective October 1, 2018, all employees that were promoted or transferred into the bargaining unit but had they not been promoted or transferred and remained in their previous position and bargaining unit would have been otherwise positively affected by the respective negotiated wage increase, shall have their salaries evaluated for the sole purpose of bringing parity. These employees shall be deemed to have "Fallen Through the Crack" and have their base salary adjusted accordingly. Both parties approved the evaluation criterion.
 - a) Employees in the bargaining unit deemed to have "Fallen Through the Crack", shall be slotted onto the SE Pay Plan dated October 1, 2018 in their current grade using their current base salary, without a decrease in salary. Said employees shall be given the respective steps corresponding with years of service in the bargaining unit as indicated in the Rates of Pay agreed by the parties for the CBA effective October 1, 2018 through September 30, 2022, which is applicable to their respective position.
 - b) Employees that did not meet the mutually agreed "Fall Through the Crack" criteria, shall be slotted onto the SE Pay Plan dated October 1, 2018 in their current grade using their current base salary, without a decrease in salary. Said employees shall be given the respective steps corresponding with years of service in the bargaining unit as indicated in the Rates of Pay

agreed by the parties for the CBA effective October 1, 2018 through September 30, 2022, which is applicable to their respective position.

4. All employees in the bargaining unit who are employed by the Schneider Regional Medical Center and the Governor Juan Luis Hospital who supervise employees currently on the Seafarer's International Union Allied Health Pay Plan, shall be slotted on the United Steelworker Supervisor's Allied Health Pay Plan dated October 1, 2018. In addition to the base salary outlined on the Allied Health Pay Plan, compensation will be applied for the appropriate educational and national certification. This salary shall be in effect for the duration of the contract. Only one national certification and one educational differential will be honored for the duration of the contract. In the event management requires additional certification or credentials, salary will be adjusted, accordingly.
5. Supervisors in the bargaining unit that supervise employees who received hazardous duty pay differential, will receive the same differential added to their base salary. Employees in the bargaining unit who are employed by the Department of Human Services as Director of Residential Services (Homes for the Aged) shall receive an annual 10% salary differential added to their base salary.
6. In the event of any assignment to a higher classification made solely for the convenience of the Department/Agency for a period lasting more than one (1) payroll period, the Employer shall pay the employee at his regular rate of pay plus ten (10%) or the minimum rate of the labor grade or salary to which the employee is temporarily assigned, whichever is higher, commencing with the second payroll period.
7. If at any time a supervisor of this bargaining unit's salary is equal to or lower than any salary of an employee they supervise, or in a lower grade, all things being equal (e.g., education, responsibilities, years of advancement, seniority, and credentials) that employee may petition the Department/Agency head may petition the Director of Personnel to investigate and evaluate the matter in order to determine if an adjustment is warranted.
8. All employees in the bargaining unit, who retired between October 1, 2009 through September 30, 2018, shall receive the following onetime payment in full and final settlement of salary increases not realized during the period:
 1. Any member of the bargaining unit who retired from employment with the Virgin Islands Government (Supervisors) but worked at least one full year during the period October 1, 2009 through September 30, 2011 shall receive two thousand dollars (\$2,000.00).
 2. Any member of the bargaining unit who retired from employment with the Virgin Islands Government (Supervisors) but worked at least one full year during the period October 1, 2012 through September 30, 2014 shall receive three thousand dollars (\$3,000.00).
 3. Any member of the bargaining unit who retired from employment with the Virgin Islands Government (Supervisors) but worked at least one full year during the period

October 1, 2015 through September 30, 2018 shall receive four thousand dollars (\$4,000.00).

9. The Governor agrees to seek the necessary legislative action for any portion of the above salary increases and benefits requiring additional funds to permit their implementation.
10. The incremental step increases and the general increases provided herein shall not in any way affect the retroactive pay that is owed to employees of the bargaining unit under the terms of prior labor agreements between the USVI Government and United Steelworkers.

Government of the Virgin Islands

United Steelworkers on behalf
Local 9488 & 9489


Natalie Nelson Tang How, Esq.


Gerard "Jerry" Jackson

