

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**VIRGIN ISLANDS WASTE MANAGEMENT  
AUTHORITY**

**And the**

**THE UNITED STEELWORKERS (USW)**

**ON BEHALF OF**

**THE SUPERVISORS UNIT**

**LOCAL 9488 ST. THOMAS / ST. JOHN**

**AND**

**LOCAL 9489 St. CROIX**

**UNION**

**EFFECTIVE DATE: October 1, 2016**

**EXPIRATION DATE: September 30, 2021**

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**PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY, hereinafter referred to as the "Employer" or the "Authority", its successors and assigns, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIES AND SERVICE WORKERS INTERNATIONAL UNION (USW), AFL-CIO-CLC on behalf of Local Union 9488 and 9489, 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 Virgin Islands Waste Management Authority in the Supervisors Unit as described in PERB-RC-09-06 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, directors and employees of the Virgin Islands Waste Management Authority", shall be deemed to apply to all individuals covered by this Agreement. Unless otherwise stated herein, the term "Authority" 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 processed NOPA within twenty (20) work days.

**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, in which case, Title 3, Chapter 25 shall prevail.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

**Section 1:**

The Authority, 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 Authority 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

**Section 3:**

**(a)** Whenever a permanent vacancy occurs in the position of Authority or division head in the executive branch and that position is filled temporarily by an acting Authority or division head, the person designated to act shall receive the full salary of the Authority or division 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 Authority's Division 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 Authority's Division 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 two (2) weeks.

**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, upon approval by the Authority Head, if it does not unduly disrupt the operations of the Authority. 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 two (2) hours overtime shall receive an additional meal time plus a \$17.00 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/division 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/division 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 (1½) 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. The supervisor will be provided a management issued basic phone and must be in a position to respond by

telephone within fifteen (15) minutes to any summons at any time and must be capable of physically responding to the assigned work location within sixty (60) minutes of being directed to do so. All supervisors who are "on-call" shall be compensated at the rate of eight dollars (\$8.00) per hour and shall not be subjected to minimum wage laws, for the period that such supervisor is directed and scheduled to be available.

**Section 7: Call Out**

Employees called out for work other than their normal work period will be paid a minimum of four (4) hours pay at applicable rates of pay.

**Section 8: Rotating Shift**

All employees who are on a regular rotating shift shall not be scheduled to work within sixteen (16) hours of the previous shift; except on the day of the shift changes.



**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:**

Every Sunday, except Supervisors on a rotating shift

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.



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

**Section 7: Annual Physical Examination**

The Authority will require all supervisory employees that work with defined hazardous materials to take a physical examination on an annual basis. If Employee elects not to take the physical examination, Authority shall require Employee to sign an Opt Out Form that releases Authority from any and all liability, along with any other Releases necessary to hold Authority harmless.

**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 Authority. 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 Authority 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 Authority service; subject, however, to deduction of all indebtedness to the Authority 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 Superior Court, Supreme 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.

**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; providing such involvement does not disrupt the Authority's normal operations.

**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 Authority 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 Authority 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 Authority'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 A and B above, who shall not disrupt the operation of the Authority. In the event of an emergency, such visits may be allowed upon verbal request and authorization of the agency/Authority 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. This use shall be restricted to local calls only and shall not interfere with the operations of the agency.

- 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 six (6) days convention/conference leave per annum without loss of pay or deduction from annual leave, not to exceed six (6) employees per Local. The Union shall provide thirty (30) days advance notice 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 and at least thirty (30) days' notice, be granted a leave of absence without pay, without loss of seniority or other employment benefits, upon approval by the agency head. Permission for such leave shall not be unreasonably withheld.

**Section 2:**

A leave of absence shall not exceed ninety (90) days; provided however, that such period may be enlarged or extended at the request of the employee for an additional ninety (90) days, upon approval by the agency head; however, 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 Authority 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/Authority 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 Authority 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 Authority 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) 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 10: Study Leave**

The provisions of 3 V.I.C. Section 677 shall apply to all employees, where applicable.

- 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 Authority 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, subject to availability of funds. Provided, however, that such leave is not unduly disruptive to office operations.
- C. At the termination of the educational program under section 10(B) above, the employee shall be required to perform at least two (2) years of service with the agency and entitled to return to his prior position no later than thirty (30) days after giving notice to the employer of his intent to return to work.
- D. Application for study leave shall be made in a timely manner to allow for proper processing of the application.
- E. Applicant must state: Years of service in V.I. Government and the Authority; 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.
- F. 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.

#### **Section 11: Study Allowance**

- A. Upon successful completion of a job related course of study or training for credit, a supervisor shall receive up to Five Hundred Dollars (\$500.00) 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, subject to availability of funds.

**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 and/or the Authority from his original date of hire or from the date of his return to the Authority 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) calendar 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: Applicability of Service Seniority**

- 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 divisions 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 Authority.

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 and the Union shall be notified of recall by registered mail, return receipt requested, to the employee's last address contained in the Authority'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 Authority, 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 considered separated from employment.

**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: Hiring of New Employees**

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

**Section 7: Continuity of Seniority**

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.
4. Fails to report to work after recall from layoff within ten (10) work days after receipt of notification by certified mail by the Authority to the last known address of such employee as shown on the Employer's record;
5. Is absent exceeding the period for which leave of absence has been granted or extended without a legitimate excuse;



**ARTICLE XIII**  
**DISCIPLINE AND DISCHARGE**

**Section 1: Rights of Discipline**

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

**Section 2: Disciplinary Procedure**

Except as enumerated in Section 3 hereof, disciplinary action shall not be implemented and made part of employee's permanent personnel record until the employee shall have first been notified of the charges against him/her, is provided an explanation of the employer's evidence, and is given an opportunity to respond.

**Section 3: Misconduct Warranting Immediate Disciplinary Action**

Notwithstanding the procedure delineated in Section 2 of this Article, the Authority shall have the right to immediately discipline an employee, up to and including discharge, for the commission of one of the following offenses:

- A. Theft; embezzlement, or any other conduct involving dishonesty;
- B. Fighting on government premises;
- C. Gambling;
- D. Consumption of alcoholic beverages during working hours or reporting for work intoxicated;
- E. Sale, purchase or illegal use of narcotics or other forbidden drugs;
- F. Deliberate destruction or removal of Authority's/Agency's property, or that of another employee;
- G. Giving or taking a bribe of any kind;
- H. Conviction of a felony;
- I. Insubordination;

The foregoing enumeration of causes for discipline is by way of illustration and shall not be deemed to exclude the Authority's right to discipline an employee, up to and including discharge, for any other cause. Where the Authority determines to discipline an employee for a cause not hereinabove enumerated, the Authority shall have the right to suspend said employee, without pay, pending the processing of a grievance, up to the point of arbitration, if any.

**Section 4: Employee's Right to Respond**

An employee shall have the right to respond orally or in writing to any complaint made against him to the Authority/Agency, within seven (7) working days. No disciplinary action shall be taken by the Authority/Agency without an investigation and substantiation of the complaint. In any grievance or arbitration the employee shall have the right to confrontation and cross-examination of his accuser.

**Section 5: Employee Charged With Criminal Offenses**

The Employer shall have the right to place an employee arrested and charged with a criminal offense on administrative leave, with pay, pending the outcome of an internal Department/Agency investigation to determine whether there is just cause to impose disciplinary action.

**ARTICLE XIV**  
**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 Authority 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 Authority 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 Authority 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 Authority Head. Within five (5) work days after this meeting has been held, the Authority Head shall notify the employee and the Shop Steward in writing of his decision.

- C. **Step 3:** If the Authority 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 Authority Head's decision to the Authority Head in writing. A meeting between the Authority 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 Authority Head. Within fifteen (15) work days after this meeting has been held, the Authority Head or his designee shall advise the Representative of the International Union, the shop steward, and the grievant of his decision in writing. 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 eighty percent (80%) by Employer and twenty percent (20%) by Union.

**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 Representatives of either party fails to observe or comply with any of the time limits previously set forth in this Article. The grievance shall be considered disposed of and ready for arbitration. The Union may withdraw a grievance at any step in the procedure by notifying the Authority in writing. If the Authority fails to process its response to a grievance within the time limits provided, the Union shall have the right of automatic appeal to arbitration. If the Authority 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 Authority 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 Authority 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 Authority.

**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, Saturday and Sunday.



**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 Authority Head within ten (10) work days of notice of such action. Such grievance shall be heard by the Authority Head within ten (10) work days and a written

decision shall be submitted to the Union within ten (100) work days. In the event the grievance remains unsettled, the Representative of the International Union may by written notice to the Authority 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. For purposes of this Section the grievance is considered finally disposed of when a final written decision is rendered by the agency head at the last step on the administrative grievance process and prior to mediation and/or arbitration.

**Section 16:**

There shall be a thirty (30) work day limit for the Authority to institute disciplinary action against any employee from the time the Authority 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 XV**  
**EMPLOYEE PERSONNEL RECORD**

**Section 1:**

Official files shall be maintained under the following circumstances:

- A. The Authority, upon becoming aware of or receiving, any work related 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 Authority 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 three (3) 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 at no cost. Subsequent copies shall be made available at a nominal fee of \$0.10 per page, subject to change with thirty (30) days' notice to the union. 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 Authority 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) years have passed since the occurrence or occurrences to which such material relates.

**ARTICLE XVI**  
**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 Authority 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 Authority shall promote from within the Authority whenever there is a qualified Authority 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 Human Resource Division, 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 Authority 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 Human Resources Division 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 Authority 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 Authority, 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.

**ARTICLE XVII**  
**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 in order to maintain operational efficiency not to exceed forty-five (45) 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 Authority shall immediately take all appropriate steps and exert its best efforts to obtain such approval.

**Section 4: Loyalty Oaths**

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

### **Section 7: Photo Identification Card**

The Authority shall issue a photo identification card to each employee at no cost to the employee, which shall be worn at all times during work, except when not practical.

All replacement cards shall be provided at a cost by the employee, except those that are returned to the Division of Human Resources due to damage or normal wear and tear.

### **Section 8: Planning**

Where appropriate, the Authority 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 Authority 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. The employee shall also be reimbursed for parking.

### **Section 11: Vehicles**

- A. Each employee who requires transportation to complete duties should have access to a road worthy safe and operable vehicle as determined by the Authority's Office of Fleet Management.
- B. All vehicles assigned to Peace Officers should not exceed one hundred thousand (100,00) miles or five years' service, whichever one comes first and shall be replaced by the Authority, subject to the availability of funds, and in accordance with Section 11(A). Unauthorized use and damage due to the employee's negligence shall result in disciplinary action and the employee shall be held liable for damages.



### **Section 12: Expenses for Off-Island Assignments**

When an employee is required to work off-island to include St. Thomas, St. Croix and St. John, the Authority 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 approved by the Executive Director.

### **Section 13: Educational Expenses**

- A.** A Supervisor who is required to attend any seminar, class or other educational program for the benefit of the Authority, 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 approved by the Executive Director. 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 and the Authority Rules and Regulations.

### **Section 14:**

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



**ARTICLE XVIII**  
**HEALTH AND SAFETY**

**Section 1:**

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

**Section 2:**

The Authority shall take all reasonable actions to protect employees from work-caused illness and/or accidents to include laundry services and showers.

**Section 3:**

The Authority agrees to make reasonable provisions for the safety and health of its employees. The Authority 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 Authority at no cost to the employee(s) and unless authorized by the Director or his designee, all protective devices (PPE) and safety equipment shall be kept at prescribed work locations.

**Section 5:**

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

**Section 6:**

Employees shall notify their Director or designee of any safety hazards incident and as supervisors shall be responsible for ensuring their direct reports are operating in a safe manner.

**Section 7:**

The supervisors shall conduct brief operational safety meetings with their direct reports once per week. Such meetings shall take place during the employee's normal working hours with no reduction in pay.

**Section 8: Water Coolers, etc.**

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

**Section 9: Alcoholism, Drug Addiction**

- A. The parties acknowledge the Authority'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 time off to attend out-patient alcoholism or drug addiction treatment centers without loss of pay or other benefits, subject to the use of their Annual and/or Sick leave and such reasonable rules and regulations as the Authority, in its discretion, may adopt regarding time off for attendance and to assure 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 terminated from his employment without the right to appeal. An employee who has tested positive for illicit drug use for a second time shall be terminated from his employment with the right to pursue the grievance process.

**ARTICLE XIX**  
**NON-DISCRIMINATION**

**Section 1:**

- A.** The Authority 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 Authority shall post in conspicuous places, available to employees and applicants for employment, notices with respect to the non-discrimination policies of the Authority.
- C.** The representatives of the Union and the Authority 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 Authority 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 XX**  
**PAY DIFFERENTIALS**

- A.** 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.
- B.** Supervisors in the bargaining unit that supervise employees who received hazardous duty pay differential, will receive the same differential added to their base salary.
- C.** In the event of any assignments to a higher classification made solely for the convenience of the Authority for a period lasting more than one (1) payroll period, the Authority shall pay the employee at his regular rate of pay plus ten (10%) percent 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 XXI**  
**JUST CAUSE**

**Section 1:**

The Authority 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 Authority. No disciplinary action shall be taken by the Authority 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.

**ARTICLE XXII**  
**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) working days thereafter, the parties shall meet for the purpose of negotiating changes made necessary by such severance provision.

**ARTICLE XXIII**  
**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 XXIV**  
**NO STRIKE - NO LOCKOUT**

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

**ARTICLE XXV**  
**SPECIAL PROVISIONS**

**Section 1: Equipment and Uniform**

Upon entry into the Authority, the Authority shall issue to each supervisor required to wear a uniform five (5) pairs of slacks or skirts, five (5) button down shirts, (2) Polos and (2) pairs of industrial foot wear. 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) All equipment issued shall be returned to the Authority upon separation of employment for whatever reason. Employees are liable for all shortages and/or damages due to the employees' negligence.
- 2) 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 Authority 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 Authority. The Agency 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: Bullet Proof Vests**

Peace Officers shall not be mobilized for special police action which entails high personal risk unless they are provided bullet-proof vests.

#### **Section 4: Job Related Training**

- A.** All provisions listed in this section shall be subject to the availability of funds, except as provided for in Section E, and the Authority's approval process.
- B.** The Authority and the Union agree that the development of the employees within the bargaining units is a matter of importance.
- C.** All Employees of the unit may participate in such training and development projects as are initiated by the Authority. This includes in-service training as well as seminars, workshops and conferences conducted off-island.
- D.** Attendance at Authority directed in-service training, educational workshops and conferences are mandatory.
- E.** If the workshop or conference is held outside the Authority, but during the Employee's regular working hours, Employees will be paid as straight time worked.
- F.** Accurate records of attendance and absences shall be maintained. Copies of said records shall be given to the Employee(s) concerned upon request.
- G.** All classes, workshops, conferences will be scheduled in advance and notice posted on the bulletin boards.
- H.** The Authority will post notices received of job-related courses for Employees. Application for opportunity to attend such courses will be forwarded to their immediate supervisor. Employees who have the requisite qualification will be considered.
- I.** In an effort to encourage Employees to further their education in areas of study relating to their field of employment, the Authority will established and maintain a tuition reimbursement program for fulltime Employees meeting the following criteria:
  - a.** The course(s) of study to be taken by the Employee must relate to the Employee's field of employment as determined by the Authority.
  - b.** The course(s) must be taken at an accredited educational institution;
  - c.** If the course is offered at more than one scheduled time, the Employee must choose the time which does not conflict with his/her work schedule.
  - d.** Upon submission of evidence of enrollment and completion of the course, reimbursement shall be as follows:

- 1) A grade of "A", 100% of the tuition, fees, and the cost of the required course book(s);**
- 2) A grade of "B", 80% of the tuition, fees, and the cost of the required course book(s); and**
- 3) A grade of "C", 60% of the tuition, fees, and the cost of the required course book(s).**

No Employee shall receive tuition reimbursement where such tuition was paid by scholarship or grant.

**ARTICLE XXVI  
LABOR-MANAGEMENT COMMITTEE**

**Section 1:**

The Authority 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 two (2) 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 XXVII**  
**DURATION AND TERMINATION**

**Section 1:**

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

**Section 2:**

This Agreement shall have no effect and shall be unenforceable unless signed by the Authority's Head, however, 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 Authority is fully aware of the social and economic consequences of layoffs. The Authority 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 Authority 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 hereunto have set their hands and seals this 7<sup>th</sup> day of November, 2017.

**GOVERNMENT OF THE VIRGIN ISLANDS**

BY: [Signature]  
Natalie Nelson Tang How, Esq.  
Chief Negotiator 11-7-17

**APPROVED:**

BY: [Signature]  
Roger Merritt  
Executive Director  
Virgin Islands Waste Management Authority

DATED: 11/7/17

**UNITED STEELWORKERS**

BY: [Signature]  
Leo Gerard  
International President

BY: [Signature]  
Stanley W. Johnson  
International Secretary/Treasurer

BY: [Signature]  
Thomas Conway  
Vice President, Administration

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

BY: [Signature]  
Daniel Flippo  
District Director – District 9

BY: [Signature]  
Gerard "Jerry" Jackson  
Staff Representative – District 9

BY: [Signature]  
President – Local Union 9488

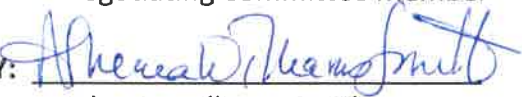
BY: [Signature]  
Linnea Hector  
President – Local Union 9489



**BY:** \_\_\_\_\_  
Roger Roberts  
Negotiating Committee Member

**BY:** \_\_\_\_\_  
Vincia Gomes  
Negotiating Committee Member

**BY:** \_\_\_\_\_  
Cordell Jacobs  
Negotiating Committee Member

**BY:**   
Athenia Williams-Smith  
Negotiating Committee Member

**Wage Proposal**

<b>October 1, 2016</b>	<b>October 1, 2017</b>	<b>October 1, 2018</b>
Three percent (3%) One time Bonus	Four percent (4%) One time Bonus	Three percent (3%) Wage Increase

The successor agreement will be for a five (5) year term, with effective dates of October 1, 2016 through September 30, 2021. There will be a wage reopener in 2019 and the parties will initiate wage discussions at least six (6) months prior to the wage reopener.