

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

VIRGINS ISLANDS  
LICENSED PRACTICAL NURSES ASSOCIATION

AND

GOVERNMENT OF THE VIRGIN ISLANDS  
DEPARTMENT OF HEALTH

AND

THE BOARD OF DIRECTORS  
OF

THE SCHNEIDER REGIONAL MEDICAL CENTER

AND THE

JUAN FRANCISCO LUIS HOSPITAL AND MEDICAL CENTER



EFFECTIVE DATE: OCTOBER 01, 2016

EXPIRATION DATE: SEPTEMBER 30, 2020

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## INDEX

ARTICLE NUMBER	SECTIONS	PAGE NUMBER
	PREAMBLE	2
I	.... RECOGNITION	3
II	.... RIGHTS OF THE EMPLOYER	4
III	.... UNION RIGHTS	6
IV	.... WORK SCHEDULES	10
V	.... MAINTENANCE OF BENEFITS	14
VI	.... ASSOCIATION REPRESENTATION	15
VII	.... REPRESENTATION ON COMMITTEES	16
VIII	.... HAZARDOUS DUTY COMPENSATION	17
IX	.... SENIORITY	18
X	.... PROMOTIONS	19
XI	.... HUMAN RESOURCES FILES	20
XII	.... ORIENTATION, FLOAT, CROSS TRAINING AND EVALUATION	21
XIII	.... JOB DESCRIPTION	25
XIV	.... FRINGE BENEFITS	26
XV	.... SPECIAL PROVISIONS	30
XVI	.... GENERAL PROVISIONS	35
XVII	.... INSERVICE EDUCATION	36
XVIII	.... CONTINUING EDUCATION PROGRAM	38
XIX	.... EDUCATIONAL LEAVE	42
XX	.... GRIEVANCE ARBITRATION PROCEDURE	45
XXI	.... NO STRIKE- NO LOCKOUT	51
XXII	.... SALARY & REIMBURSEMENT FOR ELECTED MEMBERS OF THE NEGOTIATING TEAM	52
XXIII	.... LICENSED PRACTICAL NURSE JOB DESCRIPTION	53
XXIV	.... AUTOMOBILE COMPENSATION	55
XXV	.... WAGE AGREEMENT	56
XXVI	.... SAVING CLAUSE	58
XXVII	.... TOTALITY OF AGREEMENT	59
XXVIII	.... DURATION AND BINDING EFFECT	60
	SIGNATORIES	61
	APPENDIX ATTACHED	
	APPENDIX A: PAY PLAN	

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## PREAMBLE

It is the intent of this Agreement to insure that all persons in the U.S. Virgin Islands receive the quality of patient care to which they are entitled and to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstanding or grievance, and to set forth herein the basic and full agreement between the parties covering rates of pay, wages, hours of work and other terms and conditions of employment.

## **ARTICLE I**

### **RECOGNITION**

The Government of the Virgin Islands, Department of Health, the Board of Directors of the Schneider Regional Medical Center and the Governor Juan F. Luis Hospital and Medical Center, hereinafter referred to as the "Employer" recognize the Virgin Islands Licensed Practical Nurses Association, hereinafter referred to as the "Association", as the exclusive bargaining representative of all Licensed Practical Nurses, hereinafter referred to as "LPN or LPNs", employed by the Employer on a full or part-time basis for the purpose of collective bargaining with respect to salaries, rates of pay, hours of employment, other terms and conditions of employment.

This contract comprises the full Agreement between the parties hereto as to the matters herein contained. During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed upon by the Employer and the Association.

## **ARTICLE II**

### **RIGHTS OF THE EMPLOYER**

#### **Section 1:**

No contract or other instrument of agreement between the public employer and an exclusive representative shall be valid to the extent such contract or agreement unduly interferes with the right of the public employer to establish and execute public policy by:

1. Directing and supervising the employees;
2. Determining qualifications and standards for licensure as prescribed by the Board of Nurse Licensure;
3. Determining qualification and standards for hiring and the content and examinations therefore;
4. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting or discharging employees for cause;
5. Maintaining efficiency of operations;
6. Determining methods, means and personnel by which the public employer's operations are to be conducted; and
7. Taking such actions as may be necessary in times of emergency.

#### **Section 2:**

- A. Pursuant to Title 24 V.I.C. Section 374(b), the Employer retains the right to adopt, amend, revise, or revoke any job description or classification within the bargaining unit, subject only to at least fifteen (15) working days advance notice to the Association.
- B. In the event of an amendment or revision of a job description, the compensation of the incumbent shall not be reduced.

#### **Section 3:**

The Employer reserves the right to establish and enforce reasonable rules and regulations governing responsibilities of Employees and will provide notice to Union before implementation. The application of such rules, regulations and amendments shall not be discriminatory or inconsistent with this Agreement.

Section 4:

- A. Any practice or custom followed as a matter of agency policy and which is in existence as of the date of the execution of this Agreement shall continue during the term of this Agreement unless discontinued by Management with notification to the Association.
- B. The Employer reserves the right to adopt and enforce reasonable work rules and regulations that amend, revise or supersede any past practice or policy followed in the agency.

Section 5:

- A. The Employer may not dismiss, suspend, demote, reprimand or discipline Employee without just cause.
- B. Employee transferred inter-island shall be given two (2) weeks written notice to include reason for the transfer. An employee has no obligation to accept an offer of a transfer to another island and shall suffer no loss of seniority or other benefits by refusing same.
- C. The Employer shall reasonably staff the various units in the agency in light of the circumstances in existence at the time in order to maintain and improve the quality of patient care rendered.

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### **ARTICLE III** **UNION RIGHTS**

#### **Section 1: Union Membership**

The Employer recognizes the right of any LPN or future LPN in the Bargaining Unit to become a member of the Association and will not encourage, discourage, discriminate or in any way interfere with the right of any such LPN to become or not to become a member of the Association.

#### **Section 2: Union Security**

It shall be a condition of employment that each LPN covered by this Agreement shall, as of the date of execution of this Agreement, or the LPN's date of hire, whichever is later, commence and continue to pay to the Association either dues or payment-in-lieu of dues.

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

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

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

#### **Section 3: Membership Dues**

The Employer agrees to establish and maintain a check-off procedure whereby the Employer, through the Department of Finance, as applicable shall make bi-weekly payroll

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deductions of regular periodic Association membership dues as designated by the Executive Secretary of the Association. Membership dues shall be deducted on the basis of individually signed voluntary check-off authorization cards. Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the period in which the Employer receives such authorization card.

At the close of each bi-weekly pay period, all sums deducted shall be transmitted by check, together with an itemized statement showing the name of each paying LPN, the amount deducted therefrom, and the period for which said deduction is made. Dues deducted shall be sent to:

The V.I. Licensed Practical Nurses Association  
P.O. Box 4969, Kingshill  
St. Croix, V.I. 00851-4969

The Association shall be responsible for disbursement of dues received by it.

Section 4:

In cases of unrequested dropping of union members, the Employer, upon notification, shall cooperate fully in restoring said member to the check-off list.

Section 5:

The Employer shall provide the Association with a copy of the Notification of Personnel Action (NOPA) whenever actions occur affecting the employment status of the members.

Section 6: Payroll Deductions for Association Dues

- A. Authorization, once filed with the Department of Finance shall be irrevocable until the termination of the Agreement between the Employer and the Association (including any extensions, renewals, or modifications thereof, or any new Agreement between the Employer and the Association).
- B. The Employer shall notify the Association within thirty (30) days of any new LPN who it employs. Thirty (30) days in advance of the start of each of the Employer's fiscal year, the Employer shall give written notice to the Association of all LPNs in its employ. It shall be



the responsibility of the Association to give written notification to the Department of Finance of the amount of dues for the Association which is to be deducted.

- C. At the beginning of any fiscal year and for a fifteen (15) day period thereafter, any LPN may request that his/her dues authorization check-off be rescinded.
- D. The Payroll Deduction Form to be used in connection with this Agreement shall be substantially in the following form:

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**AUTHORIZATION FOR PAYROLL DEDUCTION**

**VIRGIN ISLANDS LICENSED PRACTICAL NURSE'S ASSOCIATION**

I, \_\_\_\_\_, License No. \_\_\_\_\_  
(Print Full Name)

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

hereby authorize the Department of Finance, Virgin Islands Government to deduct \$ \_\_\_\_\_  
from my salary and to remit to the Licensed Practical Nurses Association of the Virgin Islands in  
payment of dues and fees.

This authorization is irrevocable and the first deduction shall commence immediately upon  
notification to the Department of Finance.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Employee)

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## **ARTICLE IV**

### **WORK SCHEDULES**

#### **Section 1:**

Pay periods may be scheduled by Employer as follows:

1. Eight-Hour Schedule – Employee works ten (10) eight hour shifts per pay period. The Employee shall work alternate weekends; and will receive holiday pay for holidays hours worked or holiday time off. Overtime shall be paid for hours worked in excess of an eighty (80) hour work period as per local law.
2. Ten-Hour Schedule – Employee works four (4) ten hour shifts per week or eight (8) ten-hour shifts per pay period.
3. Twelve-Hour Schedule – Employee works six (6) twelve-hour shifts and one (1) eight-hour shift per pay period.

(For any of the above schedules, holiday time off shall be reflected as eight (8) hours only, with remaining hours worked to be paid as straight time. Overtime shall be paid for hours worked in excess of an eighty (80) hour work period).

4. Flex Schedule – Employee works any other combination of hours for a total of forty (40) hours per week or eighty (80) hours per pay period.
5. Employee working the above schedules shall be entitled to holiday pay only when Employee works the holiday. If Employee day off falls on a holiday, Employer at its discretion, may grant Employee an extra day off or eight (8) hours straight pay for a total of eight (80) hours.
6. The Employer, when possible, shall schedule Employee so that Employee has alternate weekends off. Weekend(s) for this purpose shall be defined as Saturday or/and Sunday. This does not apply to Employees approved to work temporary or permanent weekends.

#### **Section 2:**

Pay for work performed on a holiday shall be paid at the rate of two (2) times the basic hourly wage rate. Pay for a holiday off shall be equal to eight (8) hours straight time pay. The work period shall begin on Sunday 0001 hours and end of the second Saturday at 2400 hours, and run consecutively with the Government's payroll period. Overtime wages shall be paid at the rate of one and one-half (1½) times the regular hourly rate, providing overtime has been approved by the employee's supervisor, for work performed in excess of eighty (80) hours in a two (2) week payroll period.

### Section 3:

Any Employee regularly scheduled to work night duty shall be paid differential pursuant to Title 3 V.I.C. Section 559 (c), and the following rates shall apply:

1. **For work performed between 6:00 p.m. – 11:00 p.m., Employee shall receive a ten percent (10%) differential of his/her base rate of pay.**
2. **For work performed between 11:00 p.m. – 7:00 a.m., Employee shall receive a fifteen percent (15%) differential of his/her base rate of pay.**

### Section 4:

An Employee shall not be required to work more than two (2) different shifts during the same week and will have a minimum of 24 hours between change of shifts and 12 hours intervals between each tour of duty.

### Section 5:

An Employee will be required to work two (2) weekends per month. However, if the Employee is scheduled/ assigned to work 3 weekends per month, the third weekend shall be paid at one and one half (1 ½) times the base rate of pay.

The third weekend need not be consecutive to the first two, as long as it is in the same month or to be compensated at one and one half (1 ½) times the base rate of pay.

The above does not apply to Employee's requesting to work temporary or permanent weekends.

### Section 6:

If an Employee is required to report for duty during Employee's time off, the Employee shall be compensated by the Employer at a rate of one and one half (1 ½) the regular rate of pay, such compensation to commence from the time when clocked in until relieved from duty.

### Section 7:

Any amount of time served in a disaster or hurricane shelter must be paid at the rate of one and one half (1½) times the LPN's base salary (or double time on holidays) if the working

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hours exceed the normal shift of a forty-hour (40) workweek. This time covered shall be actual arrival to workstation to actual departure from workstation. However, the LPN shall not lose any compensation with respect to their scheduled shift as a result of any delays associated with Employer provided transportation.

Section 8:

"On-call" time is time that an Employee is not actually on duty but is directed to be continually available for immediate return to duty by furnishing the supervisor with a location where he/she can be reached.

- A. "On-call" availability compensation shall be at the rate of \$3.50 per hour.
- B. On-call availability pay is not applicable during the period of time that an LPN is actually on duty.
- C. When called back to work compensation shall be at the rate of one and one-half (1½) times the hourly wage and double the hourly wage on holidays.
- D. A fifteen percent (15%) differential shall be paid for call-back to work between the hours of 3:00 p.m. and 7:30 a.m.
- E. An Employee that is on call back for in excess of eight (8) hours within a twenty-four (24) hours period shall be entitled to a minimum of eight (8) hours off duty before returning to work.
- F. An Employee shall be compensated for a minimum of three (3) hours overtime for each call back.

Section 9:

The Employer shall post a monthly/quarterly work schedule in an appropriate place at least two (2) weeks in advance of the time period covered.

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Section 10:

Any and all requests by Employees for special consideration must be submitted in writing to the Nursing Supervisor or Head Nurse at least two (2) weeks in advance of the time that the special consideration is sought.

Section 11:

The schedule may be changed after posting by the Employer in case of emergency. The affected employees shall be notified as soon as possible of any such changes and the reason therefore.

Section 12:

Work on weekends, holidays, or night shifts, will be rotated equally among the nursing staff. A written request for permanent evening, night or weekend duty shall be given consideration based on seniority, reliability, performance and unit feasibility.

**Section 13: Low Census Procedure**

Low census is defined as a decline in patient care volume or patient care Requirements.

- A. Employer shall notify Employee at least two (2) hours before the start of any shift not to report to duty. In those instances, the affected Employee shall receive two (2) hours of inconvenience pay at the nurse's regular rate of pay.
- B. Employer shall reschedule and/or reassign Employee to ensure that the eighty (80) hour work period is fulfilled.
- C. Employer and Employee may mutually agree for Employee to use annual leave to fulfill the eighty (80) hour period, if deemed necessary.
- D. If the Employee(s) report to work and management determines that the census is low, Employee shall be given the following options:
  - 1) If less than two (2) hours worked, receive four (4) hours inconvenience pay;
  - 2) If four (4) hours or more are worked, received six (6) hours inconvenience pay; and
  - 3) If six (6) hours are worked, received eight (8) hours of inconvenience pay.

**ARTICLE V**  
**MAINTENANCE OF BENEFITS**

**Section 1:**

Except as modified herein, the members of the bargaining unit shall retain all rights, benefits and privileges pertaining to their conditions of employment including but not limited to those provided to LPNs by Title 3, Chapter 25, of the Virgin Islands Code as is now and further amended.

**Section 2:**

No member of the bargaining unit whose salary range exceeds the salary provision contained herein shall be required to take a reduction in pay.

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## **ARTICLE VI**

### **ASSOCIATION REPRESENTATION**

#### **Section 1:**

The Employer recognizes and agrees to deal exclusively with duly certified representatives of the Association in all matters covered by this Agreement.

#### **Section 2:**

There shall be three (3) elected representatives and two (2) alternates from each district of the Virgin Islands. The alternate shall act in the absence of the representative.

#### **Section 3:**

The selection of these representatives will be the sole responsibility of the Association. The duties of their office shall be interpreted to mean such matters as contract administration, grievance handling and processing, and arbitration procedures. Notification by the representative shall be given to his/her Employer when seeking time off to pursue his/her elected duties. The Employer shall make every reasonable effort without compromising patient care to accommodate the needs of the representative. The duly elected representative and their alternates, may be granted administrative leave upon request and shall not suffer loss of pay to carry out their elected duties, except in instances where they are performing Associate business not related to the above duties.

#### **Section 4:**

The Association shall maintain a list of duly certified representatives and their alternates and shall provide said list to the employer.

#### **Section 5:    Leaves of absence for Association Business**

Any Employee elected or appointed to an office in the Association, will, if such office requires his or her full time in the exercise and discharge of their duties, be given a leave of absence without pay not to exceed one (1) year, providing patient care is not compromised. Extension may be granted by the Employer. No Employee on such leave of absence without pay shall accrue or accumulate annual leave, sick leave or service credits for pay purposes. However, said Employee shall not lose his/her seniority rights, and shall be returned to his/her former position or an equivalent position by the Employer.

**ARTICLE VII**  
**REPRESENTATION ON COMMITTEES**

The Employer, as appropriate, will include an Employee representative on committees that deal with the provision of patient care.

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**ARTICLE VIII**  
**HAZARDOUS DUTY COMPENSATION**

Section 1:

Pursuant to Title 3 V.I.C. Section 559(b), all **Employees** whose duties require **his/her** physical presence on duty in the tuberculosis or neuropsychiatric units at government hospitals/**clinics/centers**, shall be paid a differential of 15 percent of his compensation, in addition to **his/her** basic compensation, for any shift of 8 hours or more during which **he/she** was assigned to such unit and for any period of annual or sick leave immediately preceded and followed by assignment to such a unit.

Employees of the Department of Health whose duties require **his/her** physical presence on duty at the Mental Health Clinic or the Eldra Schultebrandt Long **Term** Care Facility, shall be paid a differential of 15 percent of **his/her** compensation, in addition to **his/her** basic compensation, for any shift of 8 hours or more during which **he/she** was assigned to such unit and for any period of annual or sick leave immediately preceded and followed by assignment to such a unit.

Pursuant to Title 3 V.I.C. Section 559(c), an **Employee** of the Department of Health, as determined by the Commissioner of Health, whose regular duty assignment requires **his/her** presence at a correctional facility operated by the Bureau of Corrections shall be paid a hazardous duty differential of 15 percent of his paid compensation in addition to **his/her** basic compensation.

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## **ARTICLE IX** **SENIORITY**

### **Section 1:**

**Definition:** Seniority is defined as an Employee's length of continuous service as an LPN from the first date he/she started to work for the Employer.

### **Section 2:**

The Employer shall compile and post a seniority list during the month of November each year for Employees covered by this Agreement. The list shall be revised each year and a copy furnished to the Association. The list will state name, unit, title and date of employment. If more than one Employee started to work on the same date, the performance evaluation will be the deciding factor as to where the Employee is placed on the seniority list.

### **Section 3:**

Employees who have attained seniority will be given first opportunity for shift and clinical preference when vacancies or assignments occur within their area of expertise. The performance evaluation will be the deciding factor where equal seniority exists.

### **Section 4:**

- A. Senior employee with satisfactory performance and competency may bump less senior employee in event of a layoff. A more senior employee may be laid off, if that employee does not have satisfactory performance and/or competency as determined by performance evaluation.
- B. New Employees shall not be hired while Employees willing to perform available work remain on the lay-off list.

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**ARTICLE X**  
**VACANCIES**

Section 1:

Each Employer shall post in a designated place a list of all vacant and new positions within the bargaining unit available in the Agency at least 15 days prior to the filling of said positions /when possible, and a copy shall be sent to the Association.

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**ARTICLE XI**  
**HUMAN RESOURCES FILES**

Section 1:

The official files of all personnel covered by this Agreement shall be maintained in the Human Resources Section of the Employer.

Section 2:

Each **Employee** shall have the right to examine the contents of his/her Human Resources (HR) file in the presence of HR personnel within two (2) working days after the request has been made.

Section 3:

An Employee shall have the right to answer any material filed in his/her HR file and his/her answer shall be attached to the material to which it relates, within a reasonable period of time after the material in the file has been reviewed by the Employee.

Section 4:

An Employee shall be permitted to reproduce or copy any material in his/her HR file.

Section 5:

An LPN shall be notified of any confidential material which is placed in his/her HR file.

Section 6:      Human Resource (HR) Record

The Employee shall be allowed to discuss and respond, in writing, to any addition to his/her personnel record at any time during office hours. Any such written response shall be kept as part of the employee's personnel record.

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Section 7:

For purpose of disciplinary action, promotion, and/or reference, no document of a derogatory nature which is over three (3) years from date of entry into an HR file may be considered unless such material, references, behavior or action has been continuous throughout the three (3) year period and documented. Supervisors shall be encouraged to place in the Employee's file information of a positive nature indicating special competencies, achievements, performances or contribution of an academic or professional nature, including any such material received from outside, competent, responsible sources.

No material derogatory to an Employee's conduct, service, character or personality shall be placed in the files unless the employee has had an opportunity to read the material. The Employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

Section 8:

Upon written authorization by the Employee, the Employee's representative may examine the employee's record upon presentation of such authorization.

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**ARTICLE XII**  
**ORIENTATION, FLOAT, CROSS TRAINING, AND EVALUATION**

**Section 1: ORIENTATION**

A. All newly hired Department of Health Employees (with 0- 12 months experience) shall participate in an orientation of approximately eight (8) weeks at the discretion of Management which shall include classroom time, clinic preceptorship, and full orientation. All newly hired Employees (with 13 months or more experience) shall participate in in an orientation of approximately six (6) weeks, at the discretion of Management which shall include classroom time, field orientation and preceptorship, if deemed necessary.

B. All newly hired hospital Employees (with 0-12 month's experience) shall participate in an orientation of approximately eight (8) weeks at the discretion of Management which shall include classroom time, shift rotation, unit preceptorship and orientation. All newly hired Employees (with 13 months or more experience) shall participate in an orientation of approximately six (6) weeks at the discretion of Management which shall include classroom time, shift rotation, unit preceptorship, if deemed necessary.

C. Trained or experienced preceptors may, when possible, at the directive of Management, assist in the orientation of newly hired Employee per institutional policies. Preceptor shall be designated by Management and eligible for Preceptor differential.

D. It is understood that newly hired staff nurses in the ordinary course of their responsibilities shall participate in the orientation process as designated by Management.

**Section 2: FLOAT**

**Assignment Despite Objection (ADO)**

A. When an Employee is floated and/or assigned to a Unit where Employee believes the assignment is inappropriate or claims inadequacy for providing quality patient care, Employee shall complete the assignment and submit an objection in writing to the Head of Nursing Administration, or Designee and a Representative of the Union within three calendar days (3) of the assignment.

B. Upon receiving the written objection, a formal meeting shall be arranged by Employer to meet with Employee and Union in an effort to resolve the issue.

C. The Employee who raised the assignment concerns should be free from restraint, interference, discrimination, or reprisal.

### Section 3: Cross Training

Defined as a planned structured educational process that focuses on specific documented competency level that must be achieved to safely/competently assume care of a specific patient population.

### Section 4:

The Employer shall provide in writing within five (5) days to a newly hired LPN

- A. A job specification and description;
- B. Rules and Regulations of the Department of Health/Hospitals
- C. Health Insurance application;
- D. Copy of current Collective Bargaining Agreement;
- E. A copy of the Government of the Virgin Islands Employee Handbook.

### Section 5: Evaluation

At the end of an LPN's first three (3) months, an informal evaluation shall take place. At six (6) months of employment and on each anniversary date thereafter, the LPN shall receive a formal written performance evaluation from the immediate supervisor which will include a review of the LPN's personnel record. The evaluation form shall be signed by the supervisor and the LPN being evaluated.

### Section 6:

The evaluation shall be discussed during a session between the LPN and the immediate supervisor, and at the option of the LPN, the Association representative. Total confidentiality of the evaluation will be maintained.

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Section 7:

It is the Human Resource/Management function to determine employee competency. The Association may offer advice and recommendations in the adoption and application of guidelines for evaluation provided that sole responsibility for the determination of employee performance and or competency is left up to the prerogative of the Employer. The evaluation may be used by the Employer at its discretion in determining the professional skill of the LPN for purposes of promotion. Evaluations may be grieved by the LPN as per Article XX of this Agreement.

Section 8: Human Resource (HR) Record

The employee shall be allowed to discuss and respond, in writing, to any addition to his/her personnel record at any time during office hours. Any such written response shall be kept as part of the employee's personnel record.

Section 9:

For purpose of disciplinary action, promotion, and/or reference, no document of a derogatory nature which is over three (3) years from date of entry into an HR file may be considered unless such material, references, behavior or action has been continuous throughout the three (3) year period and documented. Supervisors shall be encouraged to place in the employee's file information of a positive nature indicating special competencies, achievements, performances or contribution of an academic or professional nature, including any such material received from outside, competent, responsible sources.

No material derogatory to an employee's conduct, service, character or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

Section 10:

Upon written authorization by the employee, the LPN's representative may examine the employee's record upon presentation of such authorization.

**ARTICLE XIII**  
**JOB DESCRIPTION**

Section 1:

There shall be attached to this Agreement a job description subject to the approval of the Division of Personnel.

Section 2:

The Employer shall have the right to adopt or amend any job description or classification, provided that at least thirty (30) days prior notice in writing has been given to the Association. In the event of an amendment or adoption of a job description or classification, the compensation of the incumbent shall not be reduced.

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## **ARTICLE XIV** **FRINGE BENEFITS**

### **Section 1:     Holidays**

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

### **Section 2:     Annual Leave**

Annual Leave shall be granted as set forth in Title 3, Virgin Islands Code, Section 582, 587, 588 and 589 as is now and further amended.

### **Section 3:     Sick Leave**

- A. Sick Leave shall be granted as set forth in Title 3, Virgin Islands Code, Section 583, and 584 as is now and further amended.
- B. Hours of leave accrued, i.e. sick and annual, shall be noted on the paycheck stub.

### **Section 4:     Jury Service**

Leave for Jury Service shall be granted as set forth in Title 3, Virgin Islands Code, Section 586 as is now and further amended.

### **Section 5:     Bereavement**

Employer shall authorize bereavement leave up to four (4) days for a death in an Employee's immediate family. This leave may be taken from date of death up to one (1) week following the burial or at the discretion of Employer. If the circumstances necessitate the need for additional time off, Employee may use sick and/or annual leave. In cases necessitating travel outside of the Territory, additional bereavement may be granted by Management at its discretion. Immediate family is defined as son, daughter, spouse, parents, mother-in-law, father-in-law, grandparents, grandchildren, children, sisters, sister-in-law, brothers, brother-in-law, step father, step mother, step children, step siblings and legal dependents residing with Employee. Proof of relationship with Employee may be requested by Employer.

Section 6: Military Leave

Leave for Reserve Military Service shall be granted as set forth in Title 3, Virgin Islands, Code, Section 590 and Title 23, Section 1524 as is now and further amended.

Section 7: Maternity Leave

- A. Within thirty (30) days after pregnancy is confirmed, an LPN must provide to the Employer a medical certificate indicating (1) the date of which it is expected she will no longer be physically able to perform her regular duties; and (2) that it is expected that she can work until that date without risking injury to herself or the health of her unborn child. At such time as the LPN desires to go on maternity leave, she shall (except in cases of emergency) apply for said leave not less than two (2) payroll periods prior to her intended departure date. In no event shall an LPN apply for such leave later than two (2) payroll periods prior to the date shown on the latest medical certificate to be the date past when she may not work without risking injury to herself or the unborn child. Upon application as provided above, the LPN shall be granted maternity leave as hereinafter provided.
- B. To the extent available, an LPN shall be permitted to charge any portion or all of her maternity leave to sick leave. Where an LPN has exhausted all sick leave to which she might be entitled, the LPN may charge her maternity leave to annual leave, and thereafter to leave without pay.
- C. An LPN on sick or annual leave pursuant to this Article shall continue to accrue annual leave, sick leave and seniority. An LPN on leave without pay pursuant to this Article shall not accrue annual leave, sick leave or seniority.

Section 8: Leaves of Absence

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

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- B. Such leaves of absence shall be for a limited time, not to exceed thirty (30) days, unless such period is enlarged or extended at the request of the LPN and with the agreement of the Employer not to exceed one (1) year.
- C. Only LPNs who provide advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) workdays before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

Section 9: Perfect Attendance

An Employee who does not use sick or unscheduled annual leave for a period of one (1) calendar year, shall be granted two (2) paid personal leave days as an incentive. Any Employee who is not tardy for a period of one (1) calendar year shall be granted one (1) paid personal leave day as an incentive.

Section 10: Health Insurance

Health insurance shall be provided to all LPNs as set forth in Title 3, Virgin Islands Code, Section 631-640 as is now and further amended.

Section 11: Duty-Connected Disability

Disability compensation shall be awarded in accordance with the provision of Title 3, Virgin Islands Code, Section 584b (a-c) as is now and further amended.

Section 12: Miscellaneous Benefits

Other benefits shall be as set forth a Title 3, Virgin Islands Code, Sections 641-645 as is now and further amended.

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Section 13:

Professional Liability Insurance coverage shall be provided to all Licensed Practical Nurses.

Section 14:      Birthday Leave

An LPN shall be granted administrative leave on the anniversary of his or her birthday.

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**ARTICLE XV**  
**SPECIAL PROVISIONS**

Section 1:

The Employer agrees to provide **lunch** facilities and lockers to LPNs.

Section 2:

**The Association will be responsible for distribution of this Collective Bargaining Agreement to its members.**

Section 3:

The Association may, upon notification and availability, use rooms at the hospital and/or agency for the association's meeting. Requests for use of meeting rooms shall be made at least one week in advance through the Employer's scheduling procedure.

Section 4:

The Association shall have the right to use designated hospital or agency bulletin boards to announce meetings, either local, regional, state or national, and to otherwise inform its members of matters of professional interest and contract administration.

Section 5:

An Employee shall be entitled to a meal period of not less than thirty (30) minutes during his/her tour of duty. Said meal periods shall be scheduled at the convenience of the unit in which he/she is assigned.

An Employee shall be entitled to a fifteen (15) minutes break period during his/her regular work shift, at the convenience of the unit to which he/she is assigned. The thirty (30) minutes meal period and the fifteen (15) minutes break period may be combined, at the discretion of the Supervisor.

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Section 6:

Any Employee directed to perform duties of a higher classification, to include taking charge at long term facilities, the LPN shall be paid at his/her regular rate of pay plus 10% of his/her base salary.

Employees directed to temporarily perform the duties of a lower classification with no change in their job title shall not have their rates of pay reduced because of such assignment.

Section 7:

LPNs who are assigned to do Home Care Visits should be accompanied by another staff member at all times.

Section 8: Employee Health Program

LPN agrees to cooperate with Employer as requested, to submit to an annual employee health program and will provide proof of medical clearance and immunization as required. All LPNs shall be held accountable for compliance with the annual health screening, as requested by Employer.

Section 8. A: Immunizations

Employer shall provide to all LPNs appropriate immunizations as per regulatory agency recommendations for the following:

- a. PPD and flu shots;
- b. Hepatitis B screening and booster; and
- c. Post exposure titers with follow-up testing and treatments.

Employer shall pay all costs associated with the administration of the immunizations which LPN's health insurance does not cover.

If a LPN declines vaccinations, a waiver must be signed and placed in LPN's health file. LPN shall provide proof of immunization upon request of Employer.

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Section 8-B:

Employer, through its Health Services, may assist in referrals for necessary treatment, provided that Employer shall not be required to pay for any treatment.

Section 8-C:

Health records shall be retained by Employers for all LPNs, as needed.

Section 8-D:

Compensation for job related illness and/or disease shall be made through Worker's Compensation Insurance Program.

Section 8-E:

An LPN who wishes to have his/her annual screening performed by a personal physician will be allowed to do so at the LPN's own expense, provided a complete copy of the health record is made available to the Employer for the personnel health files.

Section 8-F:

Employer shall provide, at no expense to the LPN, all necessary health care follow-up consultations to those LPNs who, in the performance of their duties, contract a job related illness and/or disease. There shall be no duplication of benefits.

Section 9:     Severance Pay

The Employer shall give an LPN four (4) weeks notice, or four (4) weeks salary in lieu of such notice shall be awarded an LPN upon lay-off.

Section 10:   Lay-Off

A. In the event of a reduction in work-force for economic reasons, Employer shall terminate any and all Agency contracts for nursing services, provided essential services are maintained.

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B. Senior LPN with satisfactory performance and competency may bump less senior LPN in event of a layoff. A more senior LPN may be laid off, if that LPN does not have satisfactory performance and/or competency as determined by Employer.

C. LPN is required to maintain professional and performance competencies, demonstrate the ability to perform the required work, with satisfactory performance evaluations;

D. LPN to be laid off shall be notified in writing at least fifteen (15) days in advance of the date of lay-off and a copy of the notice shall be sent to the Association.

E. LPN shall be recalled from lay-off based on satisfactory performance, competencies and/or seniority as determined by Employer in reverse order of the lay-off. LPN shall be notified of re-call by personal service, or registered mail, return receipt requested, to the LPN's last known address. A copy of such notification shall be sent to the Association. LPN who fails to notify Employer within five (5) working days after the receipt of the above recall notice of his/her intention to return to work within at least ten (10) working days, shall forfeit reinstatement, unless otherwise waived by Employer.

F. Employer shall not hire New Employees or Agency Nurses while laid off LPNs with the professional requirements, demonstrated competencies, and satisfactory performance evaluations are willing and available to return to work.

Section 11:    Compensatory Time

The Employer has the option to grant compensatory time at the rate of time and one-half for each authorized overtime hour worked in lieu of overtime pay. Employee shall not retain a balance of compensatory time in excess of 80 hours at any given time.

**ARTICLE XVI**  
**GENERAL PROVISIONS**

Section 1:

The Employer agrees that it will not in any way discriminate against any LPN because of his/her membership or affiliation in or with the Association. Neither will the Employer discriminate against any LPN with regards to race, color, religion, national origin, age sex, or any other factor prohibited by law.

Section 2:

At least fifteen (15) days prior to the filling of any new or vacant position, an announcement shall be posted by the Employer on all bulletin boards and a copy thereof shall be sent to the Association.

Section 3:

The Employer and the Association agree to cooperate in the development of a training and upward and horizontal mobility program for LPNs, including but not limited to learning programs to higher education and certification levels and selected university programs.

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**ARTICLE XVII**  
**IN SERVICE EDUCATION**

**Section 1:**

The Department of In-Service Education may be appointed for each hospital and Community Health Division. Where the qualifications of the candidates for this position are substantially equal, preference shall be given to candidates if eligible from the nursing staff.

**Section 2:**

The Employer shall provide for at least four (4) in-service offerings per calendar year. Attendance by nurses is mandatory except for the following:

- A. Personal illness
- B. Illness or death of members of immediate family
- C. Vacation
- D. Other legitimate reasons for absence which had been mutually agreed upon between the Employer and the nurse.

**Section 3:**

Where an LPN is on duty and attends in-service programs his/her time shall be computed at straight time. When an LPN is off duty and attends in-service programs he/she shall be compensated at time and one half only if in-service is mandatory. An LPN may request compensatory time in lieu of pay. Compensatory time in-lieu of pay shall be granted at the employer's option.

**Section 4:**

The In-Service Education Program shall maintain attendance record of each in-service provided. The Employer is responsible for maintaining a current Contact Hours Provider number to insure that educational offerings are eligible for Contact Hours. Each LPN will be responsible for maintaining an annual continuing educational profile for the purpose of licensure renewal and performance evaluation.



Section 5:

The In-Service Education Program of each agency shall post at each work site tile date, time and subject matter of the In-Service Program, at least fifteen (15) days whenever possible, in advance of offering.

Section 6:     Posting of In-Service Education Programs

The Employer, at no cost to the nurse, shall provide CPR certification classes following AHA guidelines. The Employer shall provide sufficient CPR classes to allow adequate opportunity for the nurse to obtain this certification prior to its expiration.

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**ARTICLE XVIII**  
**CONTINUING EDUCATION PROGRAM**

**Section 1: Establishment of Programs**

Because of the ever changing health care delivery system, continuing education for nurses is necessary in order to maintain, improve and enhance professional growth and competence which will improve the quality of care given to the public. The responsibility for continuing education shall be accepted by the individual LPN, Association and the Employer.

**Section 2:**

The Employer, in conjunction with the Association shall provide a mechanism within the United States Virgin Islands whereby the LPNs shall have access to continuing education programs.

**Section 3: Composition of the Continuing Education Committee**

The Continuing Education Committee shall be established and shall consist of eight (8) individuals with varied skills and interests to help secure the maximum facilitation of the program. Experts from other fields may be included to serve as advisors.

**Section 4:**

The Committee shall be selected from, but not limited to, the following members:

- A. A person knowledgeable in programming in continuing education;
- B. A person from the State Board of Nursing;
- C. A person from In-Service Education or staff development;
- D. A nurse actively engaged in nursing practice preferably outside the hospital setting;
- E. A hospital or agency staff nurse;
- F. A nurse educator;
- G. A Nursing Service Administrator;
- H. An LPN representative.

Section 5:

Advisors and Consultants to the committee shall be selected from, but not limited, to the following;

- A. A nurse student;
- B. A registered nurse who is not a member of the Association;
- C. A representative from the community who is knowledgeable about the health care system;
- D. An inactive nurse who plans to eventually return to practice;
- E. A consumer of health services, excluding nurses, doctors, administrators and health educators;
- F. An LPN representative;
- G. An LPN Educator.

Section 6: Proportion and Selection/Election of the Committee Members

The Association shall select or elect two (2) members of the committee. The In-Service Education Department representative may be an ex-officio member of the committee.

Section 7: The Duties and Responsibilities of Committee Members

Provided that said members are employed by the Employer, their duties shall allow them to;

- A. Have administrative leave in order to develop and plan the continuing education programs. However, they shall be limited to four (4) such meetings per year;
- B. Receive expenses in order to travel within the United States Virgin Islands in the performance of their duties, if necessary;
- C. Have administrative leave to attend occupational group seminars and workshops within the United States Virgin Islands and/or Puerto Rico, pertinent to their duties;
- D. Have the opportunity to participate with the nurses in formulating the ways in which the continuing education programs can be implemented;
- E. Have the opportunity to act as a faculty and/or consultant during each of the programs;

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- F. Have the opportunity to make recommendations in the selection of persons to attend the individual programs;
- G. All of the above shall be contingent upon the recommendation of the Head of Nursing Administration and approval by the Commissioner of Health/CEO.
- H. A standard form shall be devised which shall be used by nurses when requesting funds or Administrative Leave for continuing education.

Section 8: Nurse Attendance

A Continuing Education Fund of \$60,000 annually shall be allotted, based on availability of funding, in the following manner: \$20,000 SRMC, \$20,000 JFLHMC Hospital and \$20,000 V.I. Department of Health. Each LPN/RN nurse in attendance shall be given Administrative Leave plus expenses based on availability of funding

Section 9: LPN Expense

An LPN required by the Employer to attend any seminar, class or other educational or training program away from his/her duty station shall be granted all necessary travel expenses subject to applicable laws, Executive Order and departmental rules and regulations.

An LPN who is granted permission to attend, and actually attends an educational training program, shall be reimbursed for expense, subject to availability of funds. These expenses shall be deducted from the Continuing Educational Fund.

Section 10: Quality Assurance

Continuing Education programs shall adhere to the guidelines set by the National Association of License Practical Nurses Education Services (NAPNES) and the V.I. Board of Nurse Licensure so as to insure its quality and the best opportunity for its reciprocity. Other programs recommended by this committee shall be included.

Section 11: Attendance Recording

There shall be attendance records maintained by the sponsor of each continuing education programs. Copies of attendance records shall be maintained in accordance with agency's policy.

Section 12:

The Employer may grant leave with pay to the LPNs approved to attend the annual conference of the National Association Practical Nurse education services. This leave is not limited to the officers or delegates of the Association. The Employer shall not incur any expense relative to this conference.

**ARTICLE XIX**  
**EDUCATIONAL LEAVE**

Section 1:

A. A LPN of Department of Health (DOH), may request a leave of absence, with or without pay at the discretion of Employer pursuant to the provision of the VI Code Title 3 Section 677, and subject to availability of funding.

B. A LPN in good standing may be granted a leave of absence, with or without pay, at the discretion of Employer and subject to the availability of funds.

Section 2:

LPNs granted educational leave shall be placed on Employers' inactive list and Employer may fill the position with another Nurse who shall be apprised of the temporary nature of the position being filled.

Section 3:

The Employer shall make every effort to secure a position for the LPN who took educational leave. Upon successful completion, such LPN may be eligible for promotion, if available, and subject to predetermined needs at the Employer's discretion.

Section 4:

A LPN shall enter in to a written agreement with Employer to render services for at least two (2) years following the conclusion of the study leave. If the Employer is unable to reinstate the LPN upon completion of such educational leave, this obligation shall be null and void.

Section 5:

LPN shall notify Employer at least sixty (60) days in advance of completion of study leave.

Section 6:

LPN shall have sixty (60) days from the date of termination of study leave in which to reinstate said nurse, if said position is available.

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Section 7:

An application for a short term (up to twelve (12) weeks) educational program may be approved by Employer for up to one hundred percent (100%) reimbursement, not to exceed three thousand five hundred dollars (\$3,500.00) per year, at the discretion of Employer and subject to the availability of funds, provided that the short term course/training is not offered by Employer.

Section 8:

Upon the recommendation of the Head of Nursing Administration (or authorized designee) and approval by the Commissioner/CEO, an LPN shall be granted educational leave for specific studies provided these studies are towards advanced degrees or are pertinent to the LPN's work situation.

Upon successful completion of a program of study in the field of nursing or pertinent thereto, the Employer shall reimburse the employee the cost of tuition fees, in whole or in part, and provided further, that such reimbursement shall be conditioned on terms of future employment agreed upon by the Employer/employee.

Section 9:

An LPN who applies for a short-term course\* or program of education or training, and whose application is approved by the Employer, shall be reimbursed tuition and fees and expenses up to a maximum of \$2,000 per year. Reasonable notice of forthcoming programs of LPNs training or education shall be given by the Employer.

\*A shorten course is defined as "A course of study which can be completed within a period of two weeks to a maximum of 12 weeks".

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**ARTICLE XX**  
**GRIEVANCE 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, application or performance of this Agreement.

Every Employee covered by the Agreement shall have the right to present his/her grievance in accordance with the procedures described herein with a representative of the Association present, and free of coercion, interference, restraint, discrimination, and/or reprisal.

**Section 2:**

The following procedures in Section 3 & 4, which shall be initiated by either party, shall be the exclusive means of settlement of all grievances arising under this Agreement.

**Section 3: Procedures for Grievances over Suspensions, Discharge or Demotion**

- A. Any grievance over a discharge, suspension or demotion shall be filed with the Agency Head within five (5) working days after the LPN and/or the Association has been notified in writing of the discharge, suspension, or demotion.
- B. Association grievances disputing the interpretation or application of a particular provision of the Agreement by the Employer which generally affects the LPNs shall be filed by the Association with the Employer not later than ten (10) working days after the date the Association learns of the Employer's disputed interpretation or application of the Agreement provision.
- C. Grievances covered by this Section will be handles promptly, commencing at Step 3 of the grievance procedure.

**Section 4: Processing of all other Grievances**

All other grievances that should arise under this agreement, except those in Section 3 shall be handled in the manner outlined in the following paragraphs:

- Step 1: The matter will first be discussed between the aggrieved LPN and the LPN's immediate supervisor in the presence of a member of the

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Association's grievance committee not later than five (5) working days after its occurrence. The Supervisor shall advise the LPN and the LPN's Association Representative of his/ her decision in writing within five (5) working days after the discussion has taken place.

Step 2: If the immediate supervisor's decision is not acceptable to the LPN, he or she, within five (5) working days after receiving the answer in Step 1, may appeal the Step 1 decision by presenting a grievance, in writing, to the Head of Nursing (or someone acting in the capacity of Head of Nursing) on a form which sets forth the facts and circumstances of the alleged grievance and the part of this Agreement alleged to have been violated. The LPN shall have the right to present the grievance or to have the Association's representative or other Association official present the grievance on the LPN's behalf. Within ten (10) working days after the hearing, the Head of Nursing (or designee) shall render a decision on the grievance and shall advise the Association representative and the LPN of his/her decision in writing.

Step 3: If the Head of Nursing's (or someone acting in the capacity of Head of Nursing) decision in Step 2 is not satisfactory to the Association, within ten (10) working days of receipt of the decision, the Association may appeal the decision to the Agency Head. The Agency Head ( or designee) shall respond in writing to the appeal within ten (10) working days after receiving the appeal.

Step 4: Processing of All Other Grievances

If the Employer's final answer in Section 4 above is not satisfactory to the Association, within ten (10) working days after delivery of the Employer's final answer the Association may present the Employer with a written demand for arbitration signed by an Association Representative. When a demand for arbitration has been presented, the parties shall within ten (10) days in writing select an impartial arbitrator, or shall jointly request the

Public Employees Relations Board (PERB) of the Government of the Virgin Islands to supply both parties with a panel of three (3) impartial arbitrators.

If the parties do not agree upon the list provided by PERB then they shall jointly request the American Association or Federal Mediation Service to provide them with a panel of five (5) impartial arbitrators. Either party, within five (5) working days of receipt of the list shall have the right to reject one entire list and request the submission of another panel. Thereafter, the Association shall make the first strike of a name and the Employer shall then strike a name, until 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.

At arbitration, every LPN shall have the right to confront all available accusers, and no disciplinary action may be upheld against an LPN if the accuser is available and not called upon to testify and/or cross-examined by the employee or Association.

Section 5:     Date and Time of Hearing

The Arbitrator will set a date and time for the hearing of the case and must notify the parties, not less than ten (10) working days in advance of said hearing date, unless the parties, in mutual agreement, waive said notice in writing or modify the terms.

Section 6:     Authority of the Arbitrator

The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the express provisions of this Agreement and shall not have the authority to add to, detract from or alter its provisions in any way.

Section 7:     Effect of Arbitration Award

Any decision or award of an Arbitrator rendered within the limitations of the above section shall be final and binding on the Employer and the Association and enforceable in any

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court of competent jurisdiction. The award shall be in writing; it shall contain at least a statement of the issues, a statement and appraisal of the important arguments of both sides, a factual summary, a summary of the conclusions and the reasoning or rationale an support of the conclusions.

Section 8:     Arbitration Expenses

Expenses and fees of the Arbitrator (including the cost of a transcript where mutually agreed) shall be equally divided between the Employer and the Association. Otherwise, each party shall pay its own expenses. LPNs called to the arbitration as witnesses will be excused by the Employer without loss of pay in a manner which will not unduly disrupt the operations of the Employer.

Section 9:     Time Limits

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

If the Association fails to process a grievance within the time limits provided the grievance shall be considered disposed of on the last answer of the Employer. The Association may withdraw a grievance at any Step in this procedure by notifying the Employer in writing. If the Employer fails to process its response to a grievance within the time limits provided, the LPN or Association may advance the grievance to the next step in the process.

Section 10:   Definition of Working Day

Whenever used in this Article, the term "working day" means a calendar Monday through Friday, exclusive of holidays.

Section 11:

The failure of any party to attend an arbitration hearing as scheduled by the Arbitrator 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.

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Section 12:

The Arbitrator's decision/award shall be available within thirty (30) days of the last hearing or within thirty (30) days of the submission of facts as provided for in Section 5 of this Article.

Section 13: Priorities

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

Section 14: Stipulated Facts

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

Section 15:

The parties may agree to mediate any issues which arise under Section 3 & 4, however, such agreement must be mutual and in writing. Any agreements to mediate will state the time period for filing of a demand for arbitration until mediation is completed and/or cancelled and the matter remains unresolved; so long as the request for mediation is filed within the ten (10) working day period for demanding arbitration.

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**ARTICLE XXI**  
**NO STRIKE – NO LOCKOUT**

Section 1:

So long as this Agreement is in effect, the Employer agrees that there shall be no lockouts and the Association agrees there will be no strikes, picketing, slow downs, work stoppages of any kind or other interruption of the Employer's operations.

Section 2:

In the event there is any disagreement as to whether or not an LPN has participated in such conduct, then this shall be deemed to be a grievance to be settled in accordance with Article XX.

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**ARTICLE XXII**  
**SALARY & REIMBURSEMENTS FOR ELECTED MEMBERS**  
**OF THE NEGOTIATING TEAM**

**Section 1:**     **PURPOSE**

The Employer recognizes that the collective bargaining process is a model capable of fostering a climate that can better labor relations, improve the economic and working conditions of Employees, and lead to amicable means for the resolution of conflict and aid in more effective mission of Agency functioning.

**Section 2:**

Employees who are duly elected by a majority of the members of the Association to represent them in the collective bargaining process shall be granted Administrative Leave while participating in actual negotiating sessions if originally scheduled to work.



**ARTICLE XXIII**  
**LICENSED PRACTICAL NURSE JOB DESCRIPTION**

**JOB SUMMARY:**

Under the direct supervision of the Registered Nurse or Physician provides basic nursing care to acute, sub-acute, convalescent and chronically ill patients.

**EDUCATION AND TRAINING:**

1. Completion of the twelfth (12<sup>th</sup>) grade or high school equivalency.
2. Graduation from an accredited or Board of Nurse Licensure approved school of Practical Nursing.
3. Possession of a current license to practice in the Virgin Islands

**ESSENTIAL DUTIES:**

1. Administer medications in accordance with detailed prescribed instructions (including oral, subcutaneous, intramuscular, rectal);
2. Assist in the management of intravenous therapy;
3. Wound care (sterile and non-sterile dressing changes);
4. Assist with pre and post operative care;
5. Assist with the care of acutely and critically ill patients, and report to the nurse in charge/registered nurse (team leader) or physician any change in the patient's condition and response to treatment;
6. Take and record patient vital statistics: blood pressure, temperature, pulse(s) and respirations. Document/record intake and output;
7. Accompany patients for treatments to various sections of the hospital;
8. Assist with the data collection for the preparation of nursing care plans for each patient in the group for which he/she is responsible;
9. Collect and assist in the evaluation of data on the patient's physical and mental needs, resources of the patient, to assist with the overall evaluation of patient care needs;
10. Apply knowledge of drugs and diagnostic test within the scope of practice and competency assessment of the LPN;

11. Perform therapeutic measures ordered by the physician, which are within the scope of practice and competency assessment of the LPN;
12. Recognize the need for and initiate life saving measures (e.g. cardiopulmonary resuscitation);
13. Observe, document and report to the registered nurse in charge or physician, symptoms, reactions and progress of the patient;
14. Assist in patient education and rehabilitation including the promotion of mental and physical health, to include education of other family members;
15. May be required to assist in the orientation of new nursing personnel and direct the work of nursing assistants and other non-professional;
16. Perform other nursing related duties within the scope of practice and competencies of the LPN.

**ARTICLE XXIV**  
**AUTOMOBILE COMPENSATION**

Section 1:

Licensed Practical Nurses must have written authorization from the Employer to use privately owned vehicles in the performance of duties and shall be given a monthly reimbursement for mileage by the Employer.

Section 2:

All Virgin Islands rules, regulations, codes, laws, executive orders presently in existence or as possibly amended specific to automobile compensation for the use of private transportation in the performance of duty shall apply to the LPNs covered by this Agreement.

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**ARTICLE XXV**  
**WAGE AGREEMENT**

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**ARTICLE XXVI**  
**SAVINGS CLAUSE**

In the event that any portion of this Agreement or compliance therewith by the Employer or the Association shall constitute a violation of the Virgin Islands or Federal Law or Regulations, 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 for the remaining provisions of their agreement, which remaining provisions shall not be affected. The provisions affected shall be re-negotiated by and between the Association and the Employer.

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**ARTICLE XXVII**  
**TOTALITY OF AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and except as otherwise specifically provided herein, no alteration, understanding, variation, waiver, change or modification of any of the terms or conditions of this. Agreement shall be applicable unless agreed to in writing by the Employer and the Association.

*12/23/14  
mpe  
12/23/14  
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**ARTICLE XXVIII**  
**DURATION AND BINDING EFFECT**

Section 1:

This Agreement shall become operative on 12:01 a.m. of the first day of October 2016, and shall expire on midnight of the 30th day of September 2020.

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 shall not become effective until the Legislature of the Virgin Islands has enacted appropriate implementing legislation.

Section 3:

This Agreement shall be automatically extended from day to day following its expiration. Each party is encouraged to notify the other in writing at least ninety (90) days prior to the expiration of an intent to commence negotiations on a new contract. In the event of such notice, negotiations shall commence not later than sixty (60) days prior to expiration.

Section 4:

All notices provided for in this contract shall be served by registered mail, return receipt requested, upon the Employer at:

Office of the Governor  
Office of Collective Bargaining  
5001 Chandler's Wharf, Suite 10  
Christiansted, Virgin Islands 00820

and upon the Association to:

V.I. Licensed Practical Nurses Association  
P.O. Box 4969, Kingshill  
St. Croix, Virgin Islands 00851-4969

12/23/16  
mpe



In Witness Whereof, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2016.

GOVERNMENT OF THE VIRGIN ISLANDS

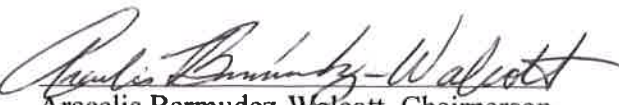
LICENSED PRACTICAL NURSES ASSOCIATION

BY:   
Natalie Nelson Tang How, Esq.  
Chief Negotiator


BY:   
Margaret Colbourne  
Chief Negotiator

DATED: 12-23-16


DATED: 12/23/16

BY:   
Aracelis Bermudez-Walcott, Chairperson  
Governing Board  
Governor Juan F. Luis Hospital and  
Medical Center

Date: 4/5/17


BY:   
Cornell Williams, Chairperson  
Governing Board  
Schneider Regional Hospital and  
Medical Center  
St. Thomas/St. John

Date: 3/22/17

BY:   
Michelle Davis, M.D.  
Commissioner  
Department of Health

Date: 3/24/17

APPROVED:

  
HONORABLE KENNETH E. MAPP  
Governor, U.S. Virgin Islands

Dated: 08-13-18

## LPNA Salary Table\*\*\*

Years Of Experience As A Registered LPN	Base Salary
0	\$39,000
1 to 3	\$40,750
4 to 6	\$42,500
7 to 9	\$44,250
10 to 12	\$46,000
13 to 15	\$47,750
16 to 19	\$49,500
20 plus	\$51,250

\*\*\* Any current LPN whose salary is higher than the above scale shall be gold-starred at his/her current salary.

### Differentials

<i>Night Differential</i> (3:00 p.m. to 7:30 a.m.)	15% of base salary
<i>Call Back</i> <i>*Minimum of 3 hours for</i> <i>each callback</i>	1.5 times hourly rate 2 times hourly rate on holidays
<i>On Call Rate</i>	\$3.50 per hour

\*\*\* For calendar year 2016, each LPN will receive \$225 for uniform allowance. From calendar year 2017 going forward, the uniform allowance has been included in the LPN's base salary.

ACCEPTED: 7/20/16 MC NOT ACCEPTED: \_\_\_\_\_  
 9-22-16 9/27/16  
 FOR SUBMISSION TO IMPASSE: \_\_\_\_\_ (GVI) \_\_\_\_\_ (LPNA)