

COLLECTIVE BARGAINING AGREEMENT

Between the

**VIRGIN ISLANDS
STATE NURSES ASSOCIATION
COLLECTIVE BARGAINING UNIT**

and the

**GOVERNMENT OF THE VIRGIN ISLANDS/
DEPARTMENT OF HEALTH AND
ST. THOMAS/ST. JOHN AND ST. CROIX
GOVERNMENT
HOSPITAL FACILITIES BOARD OF DIRECTORS**



EFFECTIVE DATE: October 1, 2009

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COVER

This Agreement, made and entered into this _____ day of _____, 2016 by and between the Government of the Virgin Islands/Department of Health and the Schneider Regional Medical Center and the Juan F. Luis Hospital and Medical Center Board of Director (hereinafter referred to as the "Employers"), and the Virgin Islands State Nurses' Association/Collective Bargaining Unit (VISNA/CBU) (hereinafter referred to as the "Union").

The Employer further recognizes the Union as the exclusive bargaining representative of all Staff Registered Nurses hereinafter referred to as "Employees" employed by the Government of the Virgin Islands/Department of Health and the Schneider Regional Medical Center and the Juan F. Luis Hospital and Medical Center Board of Directors (hereinafter referred to as the "Employers", for the purpose of collective bargaining with respect to wages, rate of pay, hours of employment, other terms and conditions of employment.

WITNESSETH

Whereas, the Employer and the Union desire to enter into a collective bargaining agreement with respect to wages, hours of work, fringe benefits, and other conditions of employment.

Now Whereas the Government and the Union mutually agree as follows:

An Agreement to ensure that all of the people of the United States Virgin islands receive quality nursing care and safety to which they are entitled and to ensure 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 misunderstandings and grievance, The term "Nurses" as used in this Agreement applies to all Staff and Advanced Practice Nurses employed by the Government of the Virgin Islands-Department of Health and the Schneider Regional Medical Center and the Juan F. Luis Hospital and Medical Center Board of Directors, for the purpose collective bargaining with respect to salaries, rates of pay, hours of employment, other terms and conditions during the life of the Agreement of employment. All references to "Nurse(s)", "his" or "her" in this Agreement are intended to refer to both male and female nurses and shall be so construed.

The Employers and Union recognize their common interests beyond their collective bargaining relationship. As partners they will strive together, to provide the highest quality of services, professionalism, nursing care and safety practices.

PREAMBLE

Section 1:

It is the intent of this Agreement to ensure that all of the people of the United States Virgin Islands receive the quality of nursing care to which they are entitled and to ensure 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 misunderstandings or grievances, 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.

Section 2:

Employer and the Union recognize their common interests beyond their collective bargaining relationship. Thus, they pledge to strive together to ensure the highest quality of service by the Employer and the highest standards of professional nursing care and practice by the nurses.

ARTICLE I
RECOGNITION

The Employers recognize the Union having been designated the exclusive Collective Bargaining Representative of the Staff Registered Nurses and Advance Practice Nurses employed by Government of the Virgin Islands, DOH, SRMC and JFLHMC under a Notice of Personnel Action (NOPA) or contract. The Union makes this Agreement in the capacity as the exclusive Collective Bargaining Representative of the Nurses.

The terms covered by this Agreement will continue in effect in the event that a merger, sale, or management change of any entity, or part thereof, takes place. The terms of any proposed changes must be discussed with the Representative of the Union prior to/at the inception of any proposed change.

ARTICLE II
RIGHTS OF THE EMPLOYER

Section 1:

The Employer shall have the right to establish and execute public policy subject to the provisions of this agreement by:

- A. Directing and supervising the nurses of this unit;
- B. Determining qualifications and standards for licensure as prescribed by the Board of Nurse Licensure;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging nurses;
- D. Maintaining efficiency of operations;
- E. Determining methods, means and personnel by which the Employer's operations are to be conducted;
- F. Taking such actions as may be necessary to carry out the mission of the public employer in times of emergency by declared or written approval of the Governor;
- G. Any departmental or managerial function not limited by the terms of this Agreement is reserved to the Employer.

Section 2:

- A. The Employer shall have the right, in its discretion, to adopt, amend, revise or revoke any job description or classification, and may provide written notice to the Union, and all affected parties of the change, in instances of exigent circumstances.

Section 3:

The Employer reserves the right to establish and enforce reasonable rules and regulations governing responsibilities of nurses 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:

Any practice or custom followed as a matter of departmental policy and which is in existence as of the date of the execution of this Agreement shall continue during the term of this Agreement.

Section 5:

- A. The Employer may not dismiss, suspend, demote, reprimand or discipline nurses without just cause.
- B. Nurses transferred inter-island, shall be given two (2) weeks written notice, to include reason for the transfer. A nurse 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. No termination, dismissal or any other disciplinary action may be taken against a nurse without due process.

Section 6:

The Union shall notify the Employer in writing of the failure of any nurse to remain a member in good standing in violation of this Article. Membership in good standing shall mean the timely payment of Union dues. The Union shall request garnishment of the Employee's payment in lieu of dues.

Per Diem, part-time and temporary nurses are not exempt from making payment in-lieu of dues.

ARTICLE III
NON-DISCRIMINATION

Section 1:

The Employer agrees not to discriminate against any nurse applicant or any nurse employee, either in hiring, promoting, or assigning to new positions, or in regards to any other terms or conditions of employment; because of race, color, national origin or citizenship, political belief, sex, sexual orientation, marital status, religion, or participating in any union activities or any other discriminatory factors.

Section 2:

The employer agrees to provide a safe, sanitary and secure environment in accordance with OSHA regulations and other regulatory bodies.

The employer shall make every effort to provide all necessary staff, equipment, and supplies for the performance of nursing duties and to meet minimal acceptance standards, subject to the availability of funds.

ARTICLE IV
PROFESSIONAL PRACTICE COMMITTEE

Section 1: Establishment of PPC

Each District of the Union (District I – St. Croix and District II-St. Thomas/St. John) in collaboration with the Employer will implement a Professional Practice Committee (PPC). This committee will provide a forum for dialogue to address clinical practice and nursing issues and to foster relationships of trust and respect. The PPC shall be established within one hundred eighty (180) days of implementation of this contract.

District I - St. Croix

Nursing Administrator – JFLH
Nursing Administrator – DOH
1 Staff Nurse - JFLH
1 Staff Nurse – DOH
1 Supervisory Nurse – DOH
1 Supervisory Nurse – JFLH

District II – St. Thomas/St. John

Nursing Administrator – SRMC
Nursing Administrator – DOH
1 Staff Nurse - SRMC
1 Staff Nurse – DOH
1 Staff Nurse – St. John
1 Supervisory Nurse – DOH
1 Supervisory Nurse – SRMC

The chair of the PPC will be shared between a staff nurse and either the Nursing Administrator of the Hospital or the Department of Health equally. Each district PPC will meet three (3) times per year. One (1) time per year the two (2) districts' PPC committees will meet jointly by audio or video conference. Each district PPC will exchange the minutes of its respective meetings.

Section 2: Objectives

- To foster increased staff participation and unit representation;
- To discuss educational and staff development needs;

- To discuss recruitment and retention programs;
- To discuss health and safety issues affecting the work place;
- To discuss potential cost saving measures;
- To discuss professional code of conduct and professionalism;
- To discuss compliance with standards of nursing practice;
- Review and make recommendations regarding standards of nursing practice specific to the health care system consistent with those enunciated by the profession;
- Discuss and analyze the factors which facilitate or impede the practice of nursing and make recommendations with regard to same.

Section 3: Professional Practice Committee

The Professional Practice Committee meetings shall be held tri-annually. Grievances shall not be a topic for discussion. A copy of the minutes of each meeting shall be distributed to each of the committee members.

ARTICLE V
ORIENTATION, FLOAT AND EVALUATION

Section 1: **ORIENTATION**

The Employer will develop, implement and maintain a written structured plan of orientation for all nurses.

All newly hired registered nurses shall participate in orientation for a designated period of time at the discretion of Management, based on the individual nurse's competency and experience.

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

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:

Nurses transferred/reassigned to another unit/work site within each agency for an assignment shall participate in orientation for a designated period of time at the discretion of Management based on the individual nurse's competency and experience.

Section 3:

The Employer shall provide access within five (5) days to a newly hired registered nurse:

- A. A job specification and description.
- B. Employee Handbook of the Department of Health/Hospitals.
- C. Health/Life Insurance application.
- D. A copy of the Government of the Virgin Islands Employee Handbook.
- E. A copy of the NOPA and/or Contract (in-house NOPA).

Orientation of newly hired nurse(s) will include a meeting with an available Union Representative, who will provide the nurse(s) with a copy of the collective bargaining agreement and an application for membership. Management shall provide the union with a schedule/calendar for new employees orientation prior to orientation.

Section 4: **FLOAT**

- A. Floating is defined as an immediate assignment to another unit/work site based on urgent care requirements and staffing needs.
- B. A nurse floated to a unit/work site where he/she has not been previously oriented/cross trained* may be given a modified assignment based on the nurse's documented competencies. The Employer will attempt to reassign nurses to units to which the nurse has been cross-trained.
- C. The Employer will strive to float Agency nurses first.

Section 5:

- A. When an Employee is floated and/or assigned to a Unit where Employee receives an assignment that Employee believes is inappropriate or inadequate for providing quality patient care, Employee shall submit a completed Assignment Despite Objection (ADO) Form to the Supervisor. A copy of the ADO Form shall be submitted to the Head of Nursing Administration, and the CBU Representative from Employer within three day (3) of the assignment. (See Form in Appendix).
- B. It is the intent of the Employer is to ensure that each Employee, when floated and/or reassigned will receive a brief orientation, to include necessary criteria to provide minimal care such as: (a) emergency procedures; (b) physical layout; and charting.

Section 6: **EVALUATION**

- A. At the end of a nurse's first three (3) months, a formal evaluation shall take place. At six (6) months of employment and on each anniversary date thereafter, the nurse shall receive from the immediate supervisor, a formal written performance evaluation including evaluation of competence, in accordance with the policies and procedures of the institution. The evaluation form shall be signed by the supervisor and by the nurse being evaluated.
- B. The evaluation shall be discussed during a session between the nurse and the immediate supervisor, and at the option of the nurse, the Union representative.

Total confidentiality of the evaluation will be maintained. Evaluations may be grieved by the Nurse as per Article XXIII of this Agreement.

- C. The nurse shall be allowed to discuss and respond, in writing, to any addition to the nurse's personnel file at any time during office hours. Any such written response shall be kept as part of the nurse's personnel file.

Section 7:

- A. Nothing in a nurse's personnel file which is of a derogatory nature may be used for the purpose of disciplinary action, promotion, or other change in the nurse's job status if it is older than two (2) years from the date of the document, unless there is a legal proceeding pending pertaining to the same or similar conduct. The Employer is encouraged to place in the nurse's personnel file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic or professional nature, including any such material received from outside, competent responsible sources.
- B. No material derogatory to a nurse's conduct, service, character or personality shall be placed in the nurse's personnel files unless the nurse has had an opportunity to read the material. The nurse shall acknowledge the material has been read by affixing his/her signature on the actual copy to be filed. This signature merely signifies that the nurse has read the material to be filed and does not necessarily indicate agreement with its content. The nurse has a right to write a rebuttal to whatever derogatory material is placed in the nurse's personnel file, and the rebuttal shall be placed in the nurse's personnel file.

Section 8:

Upon written request by the Nurse, the Union Representative may examine the nurse's record in the presence of an HR Representative with prior notice.

ARTICLE VI
IN-SERVICE EDUCATION

Section 1:

Nurses are required to attend all in-service education deemed mandatory by the Employer except in the following cases:

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

Section 2:

When a nurse is on duty and attends in-service programs, his/her time shall be computed at straight time. When a nurse is off duty and attends in-service programs he/she may be compensated at time and one half, only if in-service is mandatory. A nurse may request compensatory time in-lieu of pay. Compensatory time in-lieu of pay may be granted at the employer's option to be taken within a two (2) pay period cycle after the in-service is completed.

The Employer shall provide full monetary compensation for on-line mandatory in-service training performed on or off site.

Section 3:

The In-Service Education Program shall maintain an 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 nurse will be responsible for maintaining an annual continuing educational profile for the purpose of licensure renewal and performance evaluation.

Section 4:

To the degree in which the Employer can provide the financial resources, it shall make available Basic Life Support (BLS) certification classes following American Heart Association (AHA) and American Red Cross guidelines. The Employer shall provide sufficient BLS classes to allow adequate opportunity for the nurse to obtain this certification prior to its expiration.

Section 5:

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

Section 6:

The Employer shall provide annual Disaster Preparation/Response training equitably for all members of the bargaining unit in both districts.

ARTICLE VII
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 competency; which will improve the quality of care given to the public. The responsibility for continuing education shall be accepted by the individual nurse, the Union and the Employer.

Section 2: Technological Changes

A. If as a result of a change in technology, Employer requires an Employee to undertake additional training, such training will be provided to the Employee. Training shall be given during the hours of work, whenever possible. Any training due to technological change shall be at the Employers' expense, without loss of pay to the Employee.

B. When Employer is considering the introduction of technological change, which substantially alters the duties performed by the Employee. Employer will make every effort to give advance notice to Union.

Section 3:

Employer, and the Union, when financially possible, will provide a mechanism within the United States Virgin Islands whereby the nurses shall have access to continuing education programs which provide CEU/contact hours.

Section 4: Attendance Recording

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

ARTICLE VIII
EDUCATIONAL LEAVE

Section 1:

A. An Employee 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. An Employee 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:

Employee granted educational leave shall be placed on Employers' an 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 Employee who took educational leave. Upon successful completion, such Employee may be eligible for promotion, if available, and subject to predetermined needs at the Employer's discretion.

Section 4:

An Employee shall enter into 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 Nurse upon completion of such educational leave, this obligation shall be null and void.

Section 5:

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

Section 6:

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

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.

ARTICLE IX
HEALTH AND SAFETY

Section 1:

A. The Union shall encourage its membership to follow the rules and regulations of the Employer that comply with federal, state and local laws. The Employer, the Union, and the individual nurse shall cooperate in encouraging the maintenance of a safe and healthy workplace. The Employer shall comply with the most recently adopted standards and guidelines of CDC (Center for Disease Control), OSHA (Occupational Safety and Health Administration) and NIOSH (National Institute of Occupational Safety and Health) other regulatory agency initiatives (i.e. needleless systems, banning of mercury use in equipment, blood borne pathogens, and toxic substances exposure). The Employer shall make every effort to provide all necessary staffing, equipment and supplies for the performance of nursing duties and to meet reasonable standards of nursing practice to safeguard patient care and patient safety.

B. The Employer will observe all applicable federal and local health and safety laws and regulations and the Hazards Communication Standards including, monitoring record keeping and training on the use of proper work methods and protective equipment required to perform hazardous duties

C. The parties agree that it is desirable to move toward the reduction of latex use in the workplace and to the provision and expansion of the needleless systems as federally mandated. The parties further agree to share information concerning availability and sources of products, safety statistics, cost data and experiences of other facilities.

Section 2: Employee Health Program

Employee 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 employees shall be held accountable for compliance with the annual health screening, as requested by Employer

Section 3: Immunizations

The Employer shall provide to all Registered Nurses appropriate immunizations as per regulatory agencies recommendations on the following:

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

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

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

Section 4:

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 5:

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

Section 6:

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

Section 7: Security

- A. The Employer agrees to provide designated, well-lighted parking areas for the nurses. Upon availability, a security officer will be provided to escort the nurse to his/her car.
- B. The Employer agrees to provide security surveillance in all public access areas and will properly control visitor access especially by limiting passage beyond the first floor at night.

ARTICLE X
LEAVES AND MISCELLANEOUS BENEFITS

Section 1: Holidays

All days specifically designated in Title 1, Virgin Islands Code, Section 171, 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.

Section 3: Sick Leave

Sick leave shall be granted as set forth in Title 3, Virgin Islands Code, Section 583 and 584.

Section 4: Jury Service

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

Section 5: Bereavement Leave

The CEO(s) and Commissioner(s) or designee(s) shall authorize bereavement leave up to four (4) days for the death in an RN's immediate family. This leave may be taken from date of death up to one (1) week following the burial. If circumstances necessitate the need for additional time off, nurses may use sick and/or annual leave. In cases necessitating travel outside the Territory, additional bereavement leave may be granted. Immediate family is defined as son, daughter, spouse, parents, mother-in-law, father-in-law, grandparents, grand children, children, sisters, sister-in-law, brothers, brother-in-law, step father, step mother, step children, and step siblings. Proof of relationship and death should be provided.

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.

Section 7: Maternity /Paternity Leave

A. After pregnancy is confirmed, a nurse 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 nurse desires to go on leave, she shall (except in cases of emergency) apply for said leave not less than two (2) payroll periods prior to the date shown on the latest medical certificate to be the date past which she may not work without risking injury to herself or the unborn child. Upon application as provided above, the nurse shall be granted maternity leave as hereinafter provided.

B. To the extent available a nurse shall be permitted to charge any portion or all of his/her maternity/paternity leave to sick leave. Where he/she has exhausted all sick leave to which he/she might be entitled, the nurse may charge his/her maternity/paternity leave to annual leave and thereafter to leave without pay.

C. A nurse on sick or annual leave pursuant to this Article shall continue to accrue annual leave, sick leave and seniority. A nurse on leave without pay pursuant to this Article shall not accrue leave, sick leave or seniority.

Section 8: Leaves of Absence

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

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 nurse and with the agreement of the Employer not to exceed one (1) year.

C. Only nurses who provide advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) work days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

Section 9: Family and Medical Leave

Nurses are entitled to the provisions under the Family and Medical Leave Act (FMLA) as applicable to the U. S. Virgin Islands.

Employee upon request, shall be granted one (1) paid personal leave day to celebrate their birthday, which can be taken on a scheduled workday if birthday falls on a Holiday or weekend.

An Employee who does not use sick or unscheduled annual leave for a period of one (1) calendar year, shall be granted one (1) paid personal leave day 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: Insurance

Health insurance shall be provided to all nurses as set forth in Title 3, Virgin Islands Code. Section 631-640.

Section 11: Duty-Connected Disability

Disability compensation shall be awarded in accordance with the provision of Title 3, Virgin Islands Code, Section 584 (a-c).

Section 12: Check Stubs

A. The Employer agrees to provide monthly notification of accruals in accordance with Virgin Islands Code, Chapter 25, Section 583 (a).

B. The Employer agrees to provide within five (5) working days after receipt of a check other than a regular salary check a statement indicating pay period and purpose of check.

Section 13: Miscellaneous Benefits

Other benefits shall be as set forth in Title 3, Virgin Islands Code, Sections 641-645. Employee is entitled to mealtime and/or breaks during each shift. If Employee is required to work through mealtime (lunch, dinner) and/or scheduled breaks with no alternative break time, during shift, subject to approval of Employer, overtime will be at time and one half to Employee. For the subject mealtime time and break during that shift.

Section 14: DEA License

Advance Practice Registered Nurses (APRN) who require a Drug Enforcement Agency (DEA) license in the performance of his/her duty, will be reimbursed the fee for such by Employer.

ARTICLE XI
NON-NURSING DUTIES

Section 1:

Registered Nurses shall not be required to perform auxiliary non-nursing duties, except in cases of emergency. Appropriate and sufficient support services shall be available to allow nursing staff members to meet the nursing care needs of patients and significant others. Non-nursing duties such as housekeeping, drug or material transport, clerical functions, not related to direct patient care, and respiratory care services shall not be routinely required of nurses covered by this Agreement. Nurses may be required to draw blood samples.

ARTICLE XII
SCHEDULE/HOURS OF WORK

Section 1:

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. For the purpose of scheduling, the following shall act as a guideline for Employer and Employee.

Section 2:

Employee may be scheduled to work up to two (2) different shifts in any one week, and will have a minimum of 24 hours between change of shifts and 12 hour intervals between each tour of duty.

Section 3:

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

Section 4:

The Employer, when possible, shall schedule nurses so that they have alternate weekends off. Weekend for this purpose is defined as Saturday and Sunday. Nurses may be required to work two (2) weekends per month. This does not apply to nurses requesting to work temporary or permanent weekends.

Section 5:

Work on weekends, holidays, evening or night shifts shall be rotated equitably among the nursing staff. Requests for permanent evening, night or weekend duty by Employee shall be given fair consideration by Employer, based on seniority, reliability, performance and unit feasibility at the discretion of Management. In the event Employee is rescheduled to a day shift, the night/weekend differential will not be applicable.

Section 6:

In case of emergency, the schedule may be changed by Employer after posting. The affected Employee shall be notified as soon as possible of any such change(s).

Section 7:

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 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 8:

When Employee scheduling options does not meet patient/client care needs, Employer shall determine final schedule.

Section 9:

Pay for work performance on a holiday shall be paid at the rate of two (2) times the basic hourly rate.

Section 10:

Any Department of Health (DOH) Employee assigned to a disaster/hurricane shelter shall be paid at the rate of one and one-half (1½) time the nurse's base salary (or double time on holidays). This time covered shall be actual arrival time to work station to actual departure from work station. Employee is on call back status until arrival at the disaster/hurricane shelter.

Section 11:

Employee shall provide Employer with contact information and current location for accessibility and return to duty within thirty (30) minutes of notice. In the event Employer is unable to contact Employee within fifteen (15) minutes, the Employee forfeits on Call Pay for that shift. The next Employee that responds to the Call Back shall be entitled to the full on call compensation for that shift.

- A. On-call compensation shall be at the rate of \$4.25 per hour.
- B. On-call availability pay is not applicable during the period of time that a nurse is actually on duty.
- C. When Employee is called back to work, compensation shall be at the rate of time and one half (1½) the hourly wage and double the hourly wage on holidays.
- D. Any Employee assigned to call back on nights and/or weekends shall receive a fifteen percent (15%) differential for hours worked on the evening or night shift.
- E. An Employee that is on call back for in excess of eight (8) hours within a twenty-four (24) hour period shall be entitled to a minimum of eight (8) hours off duty before returning to work.
- F. Personnel shall be compensated for a minimum of three (3) hours overtime for each call-back.

Section 12: 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 the event such notice is not given, 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

ARTICLE XIII
SENIORITY

Section 1:

Regular full time nurses working forty (40) hours per week or its equivalent shall accumulate seniority. Full time nurses who become part-time nurses without interruption of service may maintain seniority if they work twenty (20) hours a week or eighty (80) hours in a month.

Section 2:

Seniority is defined as a nurse's length of continuous service since the first date he/she started to work for the Employer as a registered nurse except as determined by the Virgin Islands Code or as otherwise provided herein. Computation of seniority will be determined on the basis of months and fraction of months, the understanding that months for the purpose of this Agreement, when used in determining a fraction, will be taken as thirty (30) days in length and each part or partial day taken as a whole day. If more than one nurse started to work on the same date, the performance evaluation will be the deciding factor as to where the nurse is placed on the seniority list.

Section 3:

During the month of November of each year, the Employer will post a seniority list of all registered nurses showing their continuous employment, specifying temporary or permanent, and indicating full-time or part-time nurses in each agency.

ARTICLE XIV
REDUCTION IN WORK FORCE

Section 1:

- 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.
- B. 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 employer.
- C. Employee is required to maintain professional and performance competencies, demonstrate the ability to perform the required work, with satisfactory performance evaluations;
- D. Employee 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 Union.
- E. Employee 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. Employee shall be notified of re-call by personal service, or registered mail, return receipt requested, to the Employee's last known address. A copy of such notification shall be sent to the Union. Employee who fails to notify Employer within five (5) working days after the receipt of the above recall notice of their 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 Employees with the professional requirements, demonstrated competencies, and satisfactory performance evaluations are willing and available to return to work.

ARTICLE XV
POSTING OF VACANCIES

Section 1:

Employer shall keep posted in a designated place a listing of all nursing staff and administrative positions available for a minimum of ten (10) days or until the position is filled. For the Department of Health (DOH), all listings must be posted in a designated area of each work site. A copy of all nursing vacancies shall be sent to the Union Representative on each island as the vacancy occurs.

Section 2:

When the qualifications for filling a vacancy are substantially equal among eligible candidates, preference shall be given to members of the collective bargaining unit with the most seniority.

ARTICLE XVI
TRAVEL/TRANSPORTATION COMPENSATION

Section 1:

Employee must have written authorization from Commissioner of Health/CEO to use privately owned vehicles in the performance of duties and shall be given a monthly reimbursement for mileage by Employer.

Section 2:

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

Section 3:

Those Employees who are required to work in areas which at the discretion of Employee could be considered dangerous to their person, may have the option of being accompanied by another staff member to those designated areas in the performance of duties.

Section 4:

In the event employer is unable to advance expenses to Employee for travel outside of Employee's district, to include airfare, hotel and ground transportation, Employee shall be reimbursed by Employer upon presentation of receipts within a reasonable time, not to exceed two (2) pay periods.

ARTICLE XVII
HAZARDOUS DUTY COMPENSATION

Nurses shall be entitled to a pay differential for hazardous duty in accordance with Title 3, VIC, § 559 (d) and (e).

ARTICLE XVIII
UNION REPRESENTATIVES

Section 1:

Employer recognizes and agrees to communicate with the duly certified representative(s) of Union as identified by Union in all matters covered by this Agreement, with the understanding that election/selection of Union Representative shall be the exclusive responsibility of Union.

Section 2:

Up to two (2) duly elected employee representatives per Employer shall be permitted the necessary time off from work, without loss of pay, to carry on their duly elected duties for contract negotiations purposes. No more than one (1) duly elected employee/representative shall, at the discretion of employer be granted leave without loss of pay to fulfill the duties of Employee's elected position which shall be interpreted to include contract administration, grievance proceedings, and arbitration hearings. Notification from Employee and Union shall be given to Employer within a reasonable period of time, not less than two (2) weeks when seeking time off to pursue elected duties. Employer shall make every effort to accommodate the request, and may so approve at its discretion with less than two (2) weeks notice provided that patient care is not comprised. Office space may be provided by Employer where practical and available, upon request of Employee and/or Union.

Section 3:

Union shall maintain an updated list of duly elected Union Representatives and shall provide said list to Employer, at least upon each election.

ARTICLE XIX
UNION SECURITY

Section 1:

Employer recognized the rights of any Employee to become a member of Union, and will not encourage, discourage, discriminate or in any way interfere with the right of any such Employee to become and remain a member of the Union in good standing.

Section 2:

Employer agrees to the establishment and maintenance of a check-off procedure, whereby Employer, through the Department of Finance, shall make bi-weekly payroll deductions of regular periodic Union dues from Employee. These deductions shall be based on Employee's written authorization to do so, submitted to Employer and/or the Union. Deductions shall commence as of the date of such written authorization. Employer shall transmit through the Department of Finance, all sums deducted by check, bi-weekly, to the Union.

Section 3:

An Employee who is not a member of the Union at the time this Agreement takes effect shall pay to the Union, within forty-five (45) days following the effective date of this Agreement or within forty-five (45) days following the date of hire, whichever comes first, a payment-in-lieu of dues which shall be an amount equal to the cost to Union. A payroll deduction of the payment-in-lieu of dues may be authorized by an Employee who is not a member of the Union. If Employee fails to make a payment-in-lieu of dues in accordance with PERB Rules and Regulations, (373.4) Employer upon notice from Union shall be responsible for taking appropriate action in accordance with PERB Rules and Regulations, (373.11).

Section 4:

Employer agrees to notify Union, in writing, at least every three (3) months, the name, date of employment, termination or change in classification of all Employees covered by this Agreement, including Employees who becomes newly employed or terminated, within the last six (6) months.

Section 5:

- A. The Union representative, shall be allowed to participate in the adjustment of grievances, disciplinary hearings and/or arbitrations, provided that no more than one individual shall be granted leave, to participate in any such proceeding at any one time, and no more than two individuals to participate in arbitration hearings at any one time.

- B. Any Employee who is an Authorized representative of the Union shall be allowed to use Annual Leave, if available, upon request for the purpose of appearing before any Legislative, executive, and/or judicial body. A subpoena or letter for consideration by Employer in granting annual leave shall be sufficient notice to the Employer from any of the legislative, executive, and/or judicial branch of the U.S. and V.I. Government.

ARTICLE XX
SPECIAL PROVISIONS

Section 1:

Employer agrees to provide lounge facilities and lockers to Employee.

Section 2:

Union may submit its recommendations for changes in the job description of Employee at all grade levels within the bargaining unit once every six (6) months. Employer may agree to meet and confer with Union regarding these recommendations within thirty (30) days of submission.

Section 3:

Union may, upon request and upon availability, use rooms at the workplace for its union related activities. Requests for use of meeting rooms shall be made in advance to Employer and subject to approval.

Section 4:

The Union 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. The bulletin board will be used strictly for Union and government information.

Section 5:

- A. When a nurse is directed in writing to perform substantial duties of a higher classification on a regular basis for more than fourteen (14) consecutive work days, a fifteen percent (15%) differential will be added to the nurse's current salary. Nurses assigned temporarily to perform duties of a higher job classification shall not be rotated out of such assignment prior to becoming eligible for a higher rate of pay solely to avoid eligibility for such higher rate of pay.

- B. Nurses directed to 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.

- C. When a nurse performs charge nurse duties he/she shall be paid an additional two dollars and fifty cents (\$2.50) per hour.

Section 6:

The Employer retains the right to employ nurses on a per diem basis as set forth in the Nurse Salary Table in Article XXI - Salaries.

Section 7:

Any Employee who transfers among any of the Employers shall for purposes of calculating salary and benefits, be considered to have been hired on the earliest date Employee was hired by any of the above mentioned Employers.

Section 8:

Any Employee required to work overtime (pass his/her normal shift) shall be given a one half hour ($\frac{1}{2}$) break period before he/she continues on the next shift. This break time shall not be construed as his/her lunch break.

Section 9: Check Stubs

Employer agrees to provide to Employee monthly notification of accruals in accordance with the Virgin Islands Code, Chapter 25, Section 583 (a).

Section 10: CRNA and/or Advanced Practice Nurses.

Either Hospital Employer may exercise the option to employ CRNAs and/or other Advanced Practice Nurses as W-2 or 1099 Misc. Employee based on the same salary rates negotiated herein. Any such persons hired as set forth herein, shall become members of the Union and are subjected to payment of dues in lieu of membership as well as adherence to Employers policies, procedures and the terms and conditions of this CBA. CRNA's and/or other Advanced Practice Nurses are not permitted to bill independently for professional services provided.

**ARTICLE XXI
SALARIES**

Staff Nurse Salary Table

Years of Experience as a Registered Nurse	Governor Juan F. Luis Hospital***	Schneider Regional Medical Center	Department of Health
<i>0</i>	\$51,500.00	\$51,500.00	\$46,500.00
<i>1 to 3</i>	\$55,000.00	\$55,000.00	\$50,000.00
<i>4 to 6</i>	\$57,500.00	\$57,500.00	\$52,500.00
<i>7 to 9</i>	\$60,000.00	\$60,000.00	\$55,000.00
<i>10 to 12</i>	\$62,500.00	\$62,500.00	\$57,500.00
<i>13 to 15</i>	\$65,000.00	\$65,000.00	\$60,000.00
<i>16 to 19</i>	\$67,500.00	\$67,500.00	\$62,500.00
<i>20 plus</i>	\$70,000.00	\$70,000.00	\$65,000.00

CRNA Salary Table

Years of Experience	Governor Juan F. Luis Hospital	Schneider Regional Medical Center	Department of Health
<i>0 to 5</i>	\$145,000.00	\$145,000.00	N/A
<i>6 to 11</i>	\$160,000.00	\$160,000.00	N/A
<i>12 plus</i>	\$175,000.00	\$175,000.00	N/A

Advanced Practice Nurses

	Department of Health	Schneider Regional Medical Center	Governor Juan F. Luis Hospital
Nurse/Mid-wife/Nurse Practitioner/Clinical Specialist (added to base salary)	\$15,000.00	\$17,500.00	\$17,500.00

amh

Nursing Certification

	Department of Health	Schneider Regional Medical Center	Governor Juan F. Luis Hospital
Nationally Recognized Specialty Nursing Certification (ANCC) (added to base salary)	\$1,250.00	\$1,500.00	\$1,500.00

Specialty Assignment Differential

	Department of Health	Schneider Regional Medical Center	Governor Juan F. Luis Hospital
Preceptor	\$2.50 per hour	\$2.50 per hour	\$2.50 per hour
Charge Nurse Differential	\$2.50 per hour	\$2.50 per hour	\$2.50 per hour

Shift Differential

	Department of Health	Schneider Regional Medical Center	Governor Juan F. Luis Hospital
Shift Rotation Evening/Night	N/A	15% added to base salary or \$8,000 for permanent night assignment	15% added to base salary or \$8,000 for permanent night assignment
On Call	\$4.25 per hour	\$4.25 per hour	\$4.25 per hour

Per Diem Employees

	Department of Health	Schneider Regional Medical Center	Governor Juan F. Luis Hospital
Per Diem Employees	Up to 10% added to base salary (plus applicable specialty assignment differential pay, however, not eligible for shift differential pay or benefits)	20% added to base salary (plus applicable specialty assignment differential pay, however, not eligible for shift differential pay or benefits)	20% added to base salary (plus applicable specialty assignment differential pay, however, not eligible for shift differential pay or benefits)

ARTICLE XXII
GRIEVANCE AND ARBITRATION PROCEDURES

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 any terms this Agreement.

Section 2:

The following procedures, which may be initiated by either Party, shall be the exclusive means of settlement of any grievances arising under this Agreement.

Section 3: Procedures for Grievances

A. Any grievance by Employee over a discharge, suspension or demotion shall be filed with the Head of Nursing Administration or Employee Designee within five (5) working days of the incident in writing, by means of certified mail and/or hand delivery. Failure to do so will invalidate the grievance at that stage.

B. Any grievances filed by Employee/Union disputing the interpretation or application of a particular provision of this Agreement shall be filed by the Union, with notice to Employer no later than ten (10) working days after the date the Union knew or should have known of the disputed interpretation or application of the Agreement provision.

Section 4: Processing of all other Grievances

All grievances that should arise under this Agreement, shall be handled in the manner outlined in the following paragraphs:

Step 1: The matter will be discussed between the aggrieved Employee and the Employee's supervisor in the presence of a member of the Union's grievance committee not later than ten (10) working days after its occurrence. Employee's Supervisor shall advise the Employee and the Employee's Union Representative of Employee's decision in writing within ten (10) working days after the Parties meeting.

Step 2: If Employer's response in Step 1 above is not satisfactory, The Employee/Union, within ten (10) working days, may appeal the decision to the Head of Nursing Administration and/or Employer Designee. The Head of Nursing Administration and/or Employer Designee shall respond in writing to the appeal within ten (10) working days after receiving notice, and render a final decision issued by the applicable department.

Step 3: If the Department final Decision in Step 2 above is not satisfactory to the Employee/Union, within ten working days. The Union may appeal the decision to the Agency Head or Employer's Designee, who shall respond in writing to the appeal within ten (10) working days of notice, and render a final decision.

Step 4: If the Employer's final answer in Section 3 above is not satisfactory, to Union, within ten (10) working days after delivery of Employer's final decision Union may present the Employer with a written demand for arbitration signed by a Union Representative. When a demand for arbitration has been presented, the parties shall within ten (10) working days select an impartial arbitrator in writing, 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 five (5) impartial arbitrators. Employer and Union shall meet to agree upon an arbitrator within ten (10) working days of receipt of the panel from the PERB.

If the Parties do not agree upon the arbitrator list provided by PERB, the Parties they shall jointly request the American Association of Arbitration or Federal Mediation Service to provide a list five (5) impartial arbitrators. Either party, within ten (10) working days of receipt of the list, shall have the right to reject one entire list and request the submission of another list with five (5) arbitrators. Thereafter, Union shall make the first strike of a name and Employer shall then strike a name, until the name of the person last remaining on the list shall be designated as the

arbitrator and his/her appointment shall be binding on both Parties, with costs to be split evenly by the Parties.

Filing of a demand for arbitration does not necessarily preclude the Parties from mutually agreeing to pursue mediation as a means of settlement while the demand for arbitration is pending.

Section 5: Date and Time of Hearing

The Arbitrator agreement with the Parties will set a date and time for the Hearing and notify the Parties in writing.

Section 6:

The Parties shall request the Arbitrator's decision/award be submitted within thirty (30) days of the final Hearing and/or within thirty (30) days of the submission of Closing unless otherwise mutually agreed upon and in accordance with PERB's rules and regulation.

Section 7: Effect of Arbitration Award

Any decision or award rendered within the limitations of the above section shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.

Section 8: 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 written stipulation of the facts and the Parties may mutually agree to waive a formal Hearing. Any waiver of Hearing shall be in writing, executed jointly by the Parties hereto.

Section 9: 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 authority to add, amend, detract from, or alter its provisions in any way.

Section 10: Arbitration Expenses

Expenses and fees of the Arbitrator (including the cost of a transcript where mutually agreed) shall be equally divided between the relevant Employer and Employee/Union. Any Employee under subpoena to attend arbitration as a witness shall

be excused by Employer without loss of pay in a manner which will not unduly disrupt the operations of Employer. Witness shall be placed on notice to be available to testify within at least thirty (30) minutes of being called.

Section 11: Time Limits

The time limits set forth in this Article shall be binding on the Parties unless extended in writing. A grievance shall not proceed to arbitration on the merits, if the grievance was untimely filed. In the event either party insists on an Arbitration deciding the timelines of the grievance, that party will be the full expense to the Arbitrator for the Hearing on that issue of timelines.

If Union fails to process a grievance within the time limits, the grievance shall be considered disposed of on the last response of Employee. The Union may withdraw a grievance at any step in this process by notifying the Employee in writing. If the Employer fails to process its response to a grievance within the time limits provided as set forth above, the grievance shall be deemed adjusted in favor of Employee except when an extension request is submitted by Employer.

Section 12:

Any Employee who is a Grievant shall have the following rights to:

- A. Be present at any Hearing;
- B. Hear testimony;
- C. Give testimony;
- D. Subpoena or notify testimony from witness; and
- E. Question, either personally or through Counsel any person testifying.

Section 13:

A grievance for dismissal, suspension or demotion of an Employee shall not result in a loss of pay for Employee prior to the Step 3 final decision.

Section 14: Priorities

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

ARTICLE XXIII
NO STRIKE OR LOCK OUT

Section 1:

The Union agrees that during the term of this Agreement, its agents, or its Union members shall not authorize, instigate or engage in any work stoppage, slowdown, sickout, refusal to work or strike against Employer. If any such action results, and Employer is forced to file an action in court or otherwise take legal action the cost of legal expenses will be borne by Union. If the Union does not authorize, instigate or engage in any work stoppage, slowdown, sickout, refusal to work or strike against Employer and member take such action against the Union's advice and Counsel, the Union will agree not to file or foster grievances for action taken by Management against those members. Union will not be held liable for the cost of legal fees as referenced above.

Section 2:

Employer agrees that during the life of this Agreement there shall be no lockout.

ARTICLE XXIV
HEADINGS FOR CONVENIENCE ONLY

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

ARTICLE XXV
TOTALITY OF AGREEMENT

This Agreement constitutes the entire Agreement between the Parties. Unless otherwise specifically provided herein, no alteration, understanding, variation, waiver, revision or modification of any of the terms or conditions of this Agreement shall occur, unless otherwise agreed to in writing by the Parties.

ARTICLE XXVI
SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be invalid, the remaining provisions of this Agreement remain in full force and effect.

ARTICLE XXVII
DURATION AND BINDING EFFECT

Section 1:

This Agreement shall become operative on 12:01 a.m. of the first day of October, 2009 and shall expire on midnight of the 30th day of September, 2019. The Union requests a wage Reopener for FY 2018.

Section 2:

This Agreement shall have no effect and shall be unenforceable unless signed by the Governor of the Virgin Islands and ratified by the Union membership. Any portion of this Agreement requiring legislative action to permit its implementation shall not take effect until such time the Legislature of the Virgin Islands has enacted the appropriate legislation.

Section 3:

This Agreement shall automatically be renewed from year to year in the event of its expiration. The Union may exercise its right to request negotiations on a Successor Agreement, as deemed necessary.

Section 4:

All notices provided for in this contract shall be served by registered mail, return receipt requested, upon the Employer, the Department of Health, the Schneider Regional Medical Center and the Juan F. Luis Hospital and Medical Center, and upon the Virgin Islands State Nurses' Association at Box 1010, Christiansted, Virgin Islands 00821-1010 or such other address as either party shall furnish the other in writing.

ARTICLE XXVIII
DEFINITIONS

Section 1:

The Virgin Islands State Nurses Association Collective Bargaining Unit (VISNA/CBU)- consists of Employees hired as Staff Nurse, Nurse Midwife, Clinical Specialist, Nurse Practitioner,(APRN), Certified Registered Nurse Anesthetist, (CRNA).

Section 2:

"Employee" shall mean a person who **is in** the bargaining unit and who meets the definition of an Employee as defined **in** the Public Employees Relations Board ("PERB"); Certificate of Representation.

Section 3:

For the purpose of this Collective Bargaining Agreement, Employees shall be subdivided into the following categories:

“Full-time Employee” – An Employee who normally works on a schedule basis on the number of hours provided for in this Collective Bargaining Agreement and **hired** for an indefinite period of time by Employer.

“Part-time Employee” -An Employee who normally works on a scheduled basis for a lesser number of hours than provided for in this Collective Bargaining Agreement **but** not more than thirty two (32) hours per week, and **is** hired for an indefinite period by Employer.

“Per Diem Staff”- Staff member who work on an as needed basis that does not exceed thirty (30) hours per week unless provided by law.

“Temporary Position” – Staff member who is employed to fill a temporary vacancy.

“Lay-off”- The separation of an Employee from a position for economic reasons.

“Emergency”- means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

“Union Representative”- means an Employee under this Collective Bargaining Agreement appointed, contracted, or elected by the Union. The union representative may also be a nonmember to represent the Employee in presenting complaints or grievances to the Employer.

“Chief Negotiator”- For the Union means an individual who can be appointed or contracted. The chief negotiator for Union may be a nonmember to represent the Employee in presenting complaints or grievances to Employer.

“Promotion”- means an appointment of an Employee from one classification to a higher classification for which Employee is paid a higher compensation.

“Contracted employee” - full, part-time, or per-diem employee contracted for by Employer pursuant to an in house Notice of Personnel Action (NOPA).

“Preceptorship” is defined as a time for specific criteria based and goal directed education for a specific orientation period, during which a nurse is proctored by an experienced nurse proficient in clinical teaching and communication skills who is assigned the responsibility for planning, organizing, and evaluating new skills development.

“Cross Training” is defined as a planned, structured educational training process that focuses on a specific documented competency level which must be achieved to safely/completely assume care of a specific patient population.

“Modified Assignment” is an assignment that meets the nurse’s competency and level of functioning. Prior to the modified assignment, the CCC, Nurse in Charge, and the nurse being floated will discuss the expectations and the modifications to the assignment.

“Technological change” means the introduction of equipment or material of a different nature or kind than that previously used by the Employers, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.

“A short-term course” is defined as "A course of study which can be completed within a period of two weeks to a maximum of 12 weeks".

“On-call time” is when an Employee is not actually on duty, but is directed by Employer to be continually available for immediate return to duty.

“Low Census Procedure” is defined as a decline in patient care volume or patient care requirements.

“Grievance” is defined as a Complaint, dispute or controversy between the Parties as to the interpretation, application or performance of any terms this Agreement.

DOH – means Department of Health, and may refer to its Employees in this CBA

SRMC – means Schneider Regional Medical Center and may refer to its hospital employee referred to in this CBA.

JFLMC- means Juan F. Luis Hospital and Medical Center and may refer to its hospital employee referred to in this CBA.

ARTICLE XXIX
APPENDIX

VISNA/CBU - Assignment Despite Objection Form

VISNA/CBU – Authorization for Payroll Deductions or Stop Payroll Deduction

VIRGIN ISLANDS STATE NURSES ASSOCIATION

P.O. BOX 3617, C'STED INC.
ST. CROIX, USVI 00822

Authorization for Payroll Deduction or Stop Payroll Deduction

I, _____ hereby authorize the Financial Division of the
Print Name

Government's Department of Finance, the Department of Health, the hospitals and other
Employer of nurses to

(circle one)

- a. Deduct _____ from my salary every pay period and remit it to the Executive Director, Virgin Islands State Nurses Association, P.O. Box 3617 C'sted St. Croix, US.VI. 00822. This is effective as of _____.
- b. Stop deductions of _____ from my salary effective _____.

District: (circle one)

- St. Thomas/St. John (District II) \$ _____
- St. Croix (District I) \$ _____

Membership: (circle options)

- VISNA/ANA /District \$ _____
- CBU only \$ _____

Employee

Print Name: _____

Date: _____

Signature: _____

Employee No. _____

E-Mail _____

Address _____ Cell # _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st
day of June 2016

GOVERNMENT OF THE VIRGIN ISLANDS


VIRGIN ISLANDS STATE
NURSES ASSOCIATION

BY: 
Natalie Nelson Tang How, Esq
Chief Negotiator



Annie Day Henry, RN
Chief Negotiator

Date: 6/01/16

Date: 06/01/2016

BY: 
Troy deChabert Schuster, Chairperson
Governing Board
Governor Juan F. Luis Hospital and
Medical Center

Date: 19 July 2016

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

Date: 6/30/16

APPROVED


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

Dated 9-26-16

