

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**DEPARTMENT OF HUMAN SERVICES  
GOVERNMENT OF THE VIRGIN ISLANDS**

**and the**

**VIRGIN ISLANDS WORKERS UNION  
HEADSTART PROGRAM**



**Effective Date: September 1, 2016**

**Expiration Date: August 30, 2020**

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**PREAMBLE**

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the DEPARTMENT OF HUMAN SERVICES OF THE GOVERNMENT OF THE VIRGIN ISLANDS, hereinafter referred to as the "Employer" or "Agency" or "Department" and the VIRGIN ISLANDS WORKERS UNION, hereinafter referred to as the "UNION" on behalf of the employees of the bargaining units set forth in Article II - Recognized Classification.

**ARTICLE I**  
**PURPOSE**

It is the purpose and the intent of the parties to set forth certain agreements pertinent to terms and conditions of employment to be observed between the parties; to ensure and promote the efficient functioning of the Preschool Services Program and Head Start Program, to provide procedures for the prompt and equitable adjustment of grievances, to maintain good relations between the Employer and the employees; to insure the safety and welfare of all employees in the bargain unit, and to foster and promote the best interests of the Employer and the employees.

**ARTICLE II**  
**UNION SECURITY**

Section 1: Union Membership

The employer recognizes the right of the employee or future employee in the Bargaining unit to become a member of the Union and will not encourage, discourage, discriminate or in any way interfere with the right of any such employee to become or not to become a member of the Union.

Section 2: Union Security

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

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

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

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

Section 3:

The Employer agrees to establish and maintain a check off procedure whereby the Employer, through the Department of Finance, shall make bi-weekly payroll deductions of regular periodic Union membership dues as designated by the Virgin Islands Workers Union. Membership dues shall be deducted on the basis of individually signed voluntary check-off cards. Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the month in which the Employer receives such authorization card.

At the close of each month, all sums deducted shall be transmitted by check, together with an itemized statement showing the name of each employee, the amount deducted therefrom, the month of which said deduction is made, and the department the employee is in, to:

VIRGIN ISLANDS WORKERS UNION  
P.O. BOX 3112  
Christiansted, St. Croix  
U.S. Virgin Islands 00822-3221

The procedure for the check-off or payment-in-lieu of dues shall be the same as stated above for regular monthly dues.

**ARTICLE III**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Section 1:

The Government as employer shall have the right, subject to the provision of this Agreement to establish and execute public policy by:

1. Directing and supervising the employees of this unit;
2. Determining qualifications and standards for hiring and the content of examinations therefore;
3. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting or discharging employees subject to the provision of this Agreement;
4. Maintaining efficiency of operations;
5. Determining methods, means and personnel by which the Employer's operations are to be conducted; and
6. Taking such action as may be deemed necessary to carry out the mission of the public employer in time of emergency.

Section 2:

The Employer reserves the right to establish and enforce reasonable uniform Department wide rules and regulations governing employment responsibilities of employees. Such rules and regulations and all amendments thereto shall be made known to all employees and to the Union at least thirty (30) days in advance to their employees and the Union at least thirty (30) days in advance of their implementation. The application of such rules, regulations and amendments shall not be discriminatory or inconsistent with the Agreement.

Section 3:

The Employer shall have the right, in its discretion, to adopt, amend, revise or revoke any job description or classification in the best interest of the Government Service, subject to the provision of this Agreement.

**ARTICLE IV**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1:

For the purpose of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties, as to the interpretation, application or compliance with the provisions of this Agreement. The following procedure, including arbitration, may be initiated by either party and shall be the exclusive mean of settlement of all grievances arising under this Agreement.

Section 2:

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

Section 3:

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

A. **Step 1:** The employee shall discuss the complaint or request with the immediate supervisor. The employee may elect to have a Union Representative present during this discussion should he/she desire. The supervisor shall, within three (3) workdays of said discussion, advise the employee and, where appropriate, the Union Representative of his decision.

B. **Step 2:** If the matter has not been resolved by the Employee and his/her immediate supervisor in Step 1, it must be reduced to writing by the Employee or the Union within ten (10) workdays and presented to the Division Head or Designee, the grievant and the Shop Steward shall be held to discuss the grievance within five (5) workdays after it has been presented. Within



five (5) days after this meeting has been held, the Division Head or Designee shall advise the grievant and the shop steward in writing, of its decision.

C. **Step 3** If the Division Head's or Designee's decision is not acceptable to the Union, then the Union, within five (5) workdays after receiving the answer in Step 2, shall appeal the decision to the Commissioner or Designee in writing. A meeting between the Commissioner or Designee, the Representative of the Union and the Grievant shall be held to discuss the grievance within ten (10) workdays after it has been appealed to the Commissioner or Designee. It is recognized that to accommodate the work schedule of the Representative of the Union and the Commissioner or Designee, it may be necessary to extend the time limits for this Step 3 meeting. Therefore it is agreed that should it be necessary to extend the time limit of this Step 3 meeting, said time shall not be extended for more than twenty (20) workdays from receipt of the Union's filing at Step 3. Within ten (10) workdays after this meeting has been held, the Commissioner or Designee shall advise the Representative of the Union and the grievant of his decision in writing. The decision shall contain a brief summary of the proceeding and the statement of the Commissioner's or Designee's position.

**Section 4:**

In the event a grievance remains unsettled after the foregoing procedures, the following step shall be taken:

The representative of the Union, may, by written notice to the Commissioner or Designee within five (5) workdays of receipt of the latter's decision, appeal the matter to arbitration.

Section 5:

Grievances which allege violations directly affecting a large group (or more) of employees, may be initiated by the Union at the Step 3 level of the grievance procedure outlined in this Article.

Section 6:

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

Section 7:

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

Section 8:

- a) The time limits set forth in this Article shall be binding on the Parties unless extended in writing and the processing of a grievance to arbitration shall not waive the right of a Party to assert before the Arbitrator that the grievance was untimely processed.
- b) If the Union failed to process a grievance within the time limits provided, the grievance shall be considered disposed of on the last answer of the Department. The Union may withdraw a grievance at any step in the procedure by notifying the Department in writing. If the Department fails to process its response to a grievance within the time limits provided, the Union shall have the right to automatic appeal.
- c) Each Party, commencing with the one seeking arbitration, shall alternately strike one (1) name from the list and the name of the person last appearing on the list shall be designated as the Arbitrator and his/her appointment shall be binding on both Parties.

- d) The Arbitrator's compensation and expenses shall be shared equally by the Parties.
- e) The Arbitrator shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.
- f) The decision of the Arbitrator shall be final and binding on both parties to this Agreement and the grievant. It shall be rendered in writing within thirty (30) days of the last hearing or submission of facts as provided herein.

Section 9:

A grievance not processed to arbitration or a grievance withdrawn from arbitration by the Union, or the Grievant, shall be deemed settled on the basis of the withdrawn answer submitted to the Department.

Section 10:

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

Section 11:

No Employee shall be suspended or discharged except for just cause. In the event an Employee is suspended or discharged, the Employer shall give such Employee, and the representative of the Union a written notice setting forth the cause for suspension or discharge.

Grievances arising from suspension, demotion or discharge may be appealed in writing directly to the Commissioner or Designee only.

If an employee is suspended or discharged for cause, his/her right to compensation shall remain unaffected until a grievance challenging the suspension or discharge has been finally disposed of.

**ARTICLE V**  
**SENIORITY**

Section 1:

- A. Service Seniority is defined as an Employee's length of continuous service with the Government of the Virgin Islands from date of first employment or re-employment following a break in continuous service.
  
- B. Program Seniority is defined as an Employee's length of continuous service with the Program from date of first employment or re-employment following a break in continuous service.
  
- C. Job Classification Seniority is defined as an Employee's length of service in his/her job classification.

Section 2:

New Employees and those hired after a break in continuity of service will be regarded as probationary employees for the first 180 days of employment and will receive no continuous service credit during such period. Probationary employees may initiate complaints under this Agreement, but may be laid off or discharged as exclusively determined by the Employer, provided that this will not be used for the purpose of discrimination because of race, color, religion, creed, national origin, or sex, or because of membership in the Union. Upon completion of the probationary period, the Employee shall accrue service, program and job classification seniority retroactive to date of hire. Employees whose positions are reclassified shall serve no probationary or trial period.

Section 3: Application of seniority

Seniority shall be used to determine the relative rights of Employees within the bargaining unit as expressly set forth in this Agreement.

Section 4: Seniority Lists

Within thirty (30) days of the effective date of this Agreement the Employer shall furnish to the Union and post on the bulletin boards a full and complete list of all bargaining unit Employees with respective dates of hire, dates of service within the Department and current job classifications for each Employee.

Section 5: Qualified Employees on Layoff

New Employees shall not be hired while qualified Employees willing to perform the available work remain on the layoff list.

Section 6: Termination of Seniority

An Employee shall lose all seniority and the employment relationship shall terminate if the Employee:

- A. Resigns and is not rehired within one (1) year;
- B. Retires;
- C. Is discharged for just cause and not reinstated;
- D. Is laid off for a period in excess of two (2) years;
- E. Fails to report to work after recall from layoff within five (5) workdays after receipt of notification by certified mail by the Employer to the last known address of such Employee as shown on the Employer's record, provided that the Employer shall extend the notification period for a valid reason;
- F. Is absent exceeding the period for which leave of absence has been granted or extended without legitimate excuse; and
- G. Fails to report for work after being off due to a compensable occupational injury or accident within ten (10) workdays after the authorization to return to work by Employee's doctor.

Section 7: Part-Time and Temporary Employees

- A. A part-time Employee is an Employee who is regularly scheduled to work less than twenty (20) hours in a work week. A part-time Employee shall not accrue any

seniority rights.

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

**ARTICLE VI**  
**PROMOTIONS AND TRANSFERS**

Section 1:

All promotions made pursuant to this Article shall be in accordance with the Virgin Islands Personnel Merit System and the Federal Guidelines as deemed appropriate. Promotion is hereby defined as a move from a lower job classification to a higher job classification. It is the intention of the Employer to fill job vacancies from within before hiring new Employees provided Employees are available with the necessary qualifications to fill the vacant position.

Section 2:

Notice of all job vacancies shall be posted on all bulletin boards of the Department. This notice will remain on the bulletin boards for ten (10) workdays and shall include job title, salary grade and brief description of job duties including qualifications and necessary skills.

Section 3:

All promotions made in this Section shall be in accordance with the Virgin Islands Personnel Merit System and the Federal Guidelines (Head Start) as appropriate. In the event two or more Employees have the same relative qualifications, the Employee with the greatest program seniority within the Preschool Services shall be selected. An Employee who is promoted shall be placed in the higher rated job for a probationary period of ninety (90) calendar days.

If in the judgment of the Employer, the Employee does not perform satisfactorily the duties of the new position, he/she may be returned to his/her former position at any time within the trial period. The Employee may choose to return to his/her former position at any time within the trial period, without loss of seniority in his/her former position.

Section 4:

For the purpose of this Article, an Employee promoted to a new classification shall retain his/his classification seniority in his/her old classification until he/she is permanently assigned to his/her new classification.

Section 5:

Transfers of Employees made solely for the convenience of the Employer to replace an Employee who is on a paid or unpaid leave of absence may last for the duration of such leave of absence.

Section 6:

An Employee has no obligation to accept an offer of a promotion or transfer to another island, District and shall suffer no loss of seniority or other benefit by refusing same.



**ARTICLE VII**  
**REDUCTION AND RESTORATION OF FORCES**

Section 1: Reduction of Work Force

In the event of a reduction in workforce, performance, competence, educational qualifications, needs of the Program shall determine lay off. All things being equal, seniority will take precedence.

Section 2: Notification of Layoff

Employees to be laid off shall be notified by Employer at least two (2) biweekly pay periods in advance of the date of layoffs. Such notice shall be in writing and a copy thereof shall be sent to the Union.

Section 3: Recall from Layoff

Employees shall be notified of recall by certified mail, return receipt of the above recall letter of Employee's intention to return to work within five (5) workdays, shall be considered terminated provided that the Employer may extend the notification period for a valid reason.

**ARTICLE VIII**  
**RATES OF PAY AND CLASSIFICATIONS**

Section 1: Specifications and Classifications

- A. The job position titles shall be those set forth in Appendix A of this Agreement.
- B. In the event of an amendment or revision of a job specification or classification, the compensation of the incumbent shall not be reduced.
- C. Any change in a job specification or classification shall be reported to the Union in writing thirty (30) days in advance of its effective date.
- D. Employeee shall receive a copy of his/her job description, indicating the duties and responsibilities. Employee shall not be required to perform work which is unrelated to and not set forth in his/her job description.

Section 2:

In the event of any assignment to a higher classification made solely for the convenience of Employer for a period lasting for more than one (1) payroll period, the Employer shall pay the Employee at his/her regular rate of pay plus ten percent (10%) or the minimum rate of the labor grade to which the employee is temporarily assigned, whichever is higher, commencing with the second payroll period. All Employees shall receive written notification regarding said assignment which shall be filed in the Employees file and a copy must be forwarded to the Union.

**ARTICLE IX**  
**HOURS OF WORK AND OVERTIME**

Section 1: Workweek

Employee will be scheduled to work a normal period of forty (40) hours within the workweek.

Section 2: Lunch Period

Each Employee is entitled to a scheduled lunch period to be set by Employer.

Section 3: Overtime Pay

A. Overtime or compensatory time at the rate of one and one-half times the Employee's base rate of pay shall be paid for;

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

B. Overtime or compensatory time at the rate of two times the Employee's straight time hourly rate of pay shall be paid for:

1. Work performed on holidays provided pursuant to the Virgin Islands Code, Rules and Regulations, Executive Orders and/or directives.
2. Payment in money or time shall be at the option of the Employer.

Section 4: Program Calendar

A. The Head Start Program will operate for a minimum of 170 classroom days and a minimum of 194 staff workdays. Head Start staff working days will include a minimum of:

1. Five (5) days for Pre-Service Training.
2. Five (5) days for center preparation and home visits.
3. Three (3) days for staff training throughout the

school year; and  
4. Five (5) days for center closing preparations.

B. In the event school days are lost due to natural disaster, Employees may be required to work some holidays and or the school year may be extended to cover lost days up to a maximum of ten (10) days.

Section 5:

The Parties agree that all Teachers and Assistant Teachers will be granted seven (7) days per calendar year to do paperwork in the classroom with the following conditions:

- a) Teacher may not accumulate one day per month;
- b) Centers will be closed on the dates specified;
- c) Paperwork is not to be interpreted as a day off; Employees must report to work as usual;
- d) A calendar with specific dates will be developed and disseminated annually;
- e) No personal days will be approved on that day; and
- f) Repeated unexcused absences on paperwork days will result in disciplinary action as deemed appropriate.

**ARTICLE X**  
**LEAVES**

Section 1: Personal Leave

All Head Start center Employees are entitled to five (5) days personal leave per year. Personal days are non-cumulative. Personal leave must be approved by the person's immediate supervisor and the Pre-School Services Coordinator and the Administrator of Pre-school Service must be advised. Personal leave may not be taken during the first three (3) weeks of the school year and the last two (2) weeks of the school year, unless an emergency exists.

Pre-approval for personal leave must be granted by Employer. Appropriate leave slips/forms shall be forwarded to Employer for processing pursuant to the procedure set forth in the V.I. Head Start Program Administrative Procedures Handbook. To the extent possible, for planning purposes of Employer, applicable employees may submit a leave slip/form at the beginning of the School year. The request will be subject to approval on a first come, first serve basis and subject to change at a later date as needed by Employee and approved by Employer.

Section 2: Leave Without Pay

- A. Employee, for good cause, shall be granted leave of absence without pay and without loss of seniority or other employment benefits, provided that such leave of absence do not unduly disrupt the operation of the Employer.
- B. Such leaves of absence shall be for a limited time, not to exceed one (1) year.
- C. Only an employee who provides 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 3: Union Business Leave

Leave of absence, without pay, for the purpose of accepting positions with the Union, shall be available to no more than one (1) Employee at any given time. The leave must be approved by the Union and requested in writing by the Employee. Such leaves shall be for a period not to exceed twelve (12) months. Continuous service shall not be broken by leave of absence for this purpose but shall continue to accrue.

Section 4: Convention Leave

An Employee who has been selected or appointed by the Union to attend the International Union Convention may be granted up to five (5) working days of Convention Leave without loss of pay or deduction from annual leave. The Union shall provide at least thirty (30) days advance written notice to Management.

Section 5: Bereavement Leave

A. An Employee who suffers the death of his spouse, parents or legal guardian, legal dependent, children, grandchildren, grandparents, brothers, sisters, mother-in-law, and father-in-law, shall be entitled to up to four (4) days of bereavement with administrative leave.

1. An Employee who has a death in their family not mentioned above, (specifically uncles, aunts, nieces, daughter-in-law, nephew or son-in-law) shall be granted up to one (1) day bereavement leave in order to attend the funeral.

B. If the circumstances necessitate additional time off, the Employee may use annual, personal and/or sick leave subject to approval by Employer.

Section 6: Military Service Leave

- a) An Employee who is a member of an active reserve unit of any branch of the Armed Forces of the United States shall, in addition to any accrued leave, be entitled to administrative leave with pay for time spent in mandatory attendance at annual reserve summer training encampment, and at regular drills and training sessions conducted throughout the year as set forth in (3 V.I.C. §590).
- b) An employee is entitled to leave without loss in pay, time or performance or efficiency rating for each day, not in excess of thirty (30) days in a calendar year in which he/she is on Federal active duty, Territorial Active Military Service or training duty as a Reserve of the Armed Forces, or a member of the National Guard as set forth in (23 V.I.C. §1524).

Section 7: Annual and Sick Leave

A. Annual Leave:

All annual leave benefits applicable to Employees of the Virgin Islands Government shall apply equally to the Headstart Administration staff covered by this Agreement in accordance with Title 3, Virgin Islands Code, Section 582. Annual Leave for Headstart and Administrative staff shall be scheduled and shall be granted for periods of time requested by the Employee if such time does not disrupt the operations of the Employer. The Employee shall be notified of any change in his/her scheduled vacation at least fifteen (15) working days prior to the starting date of said vacation except in cases of emergency. If two (2) or more Employees request annual leave at the same time, the Employee with the greatest seniority as it relates to total years of service with the Employer shall be given this choice of annual leave period.

1. If a holiday occurs during the workweek in which

annual leave is taken by an Employee, the holiday shall not be charged to annual leave.

2. An Employee who becomes ill during his/her annual leave may not be charged annual leave for the period of illness provided he furnishes proof of such illness immediately to the Employer upon his return to work.

B. Sick Leave

All sick leave benefits applicable to Employees of the Virgin Islands Government shall apply equally, regardless of tenure to Employees covered by this Agreement in accordance with Title 3, Virgin Islands Code, Section 583.

1. Proof of sickness shall be subject to such regulation as the Governor may prescribe;
2. When required by serious disability or ailments, up to 30 days sick leave may be advanced upon approval by the Commissioner or Designee;

A. Vacation Time:

1. Notwithstanding Article X, Section 4(A), failure of Program to meet the Federal Performance Standards may result in the reduction of eight (8) weeks vacation for succeeding year(s).

Vacation begins the Monday of the fourth (4<sup>th</sup>) week in June and ends the second (2<sup>nd</sup>) week in August.

Vacations begins one (1) week after centers close.

Employees' pay for the 8 weeks of summer vacation time will be based on a percentage of the time worked.

An Employee who is new, or on extended leave without pay will be entitled to a percentage of his/her salary for the eight-week period.

The Head Start positions entitled to the eight (8) week summer vacation are:



1. Pre-School Teacher;
2. Pre-School Teacher Assistant;
3. Food Service Worker;
4. Bus Driver;
5. Bus Driver Aide;
6. Preschool Custodial Worker; and
7. Stock Clerk.

Section 8: Family Medical Leave

Employees who meet the requirements under the Family Medical Leave Act ("FMLA") of 1993 shall be granted leave as prescribed by said Act.

Section 9: Other Leave

The parties agree that all center staff shall be granted administrative leave as provided by Executive Order.

**ARTICLE XI**  
**JURY SERVICE**

An Employee shall be excused from his/her duties without loss of pay or deduction from annual leave or sick leave for the time required for jury service in the Superior Court or the District Court of the Virgin Islands as set forth in (3 V.I.C. §586).

**ARTICLE XII**  
**HOLIDAYS**

Section 1:

Pursuant to the Virgin Islands Code, V.I. Rules and Regulations, Executive Orders and/or directives, as currently exist or as may be subsequently created, repealed or revised, all holidays applicable to Employees covered by this Agreement.

Section 2:

For the convenience of covered Employees, the current contents of the Virgin Islands Code provisions pertaining to holidays which is subject to change from time to time are as follows:

January 1	New Years Day
January 6	Three Kings Day
January 15	Martin Luther King Birthday
Third Monday in February	Presidents Day
March 31	Transfer Day
Holy Thursday	
Good Friday	
Easter Monday	See also Appendix "C" #5)
Last Monday in May	Memorial Day
July 3	V.I. Emancipation Day
	Danish West Indies
	Emancipation Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day & Puerto Rico
	Friendship Day
November 1	Liberty Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
December 26	Christmas Second Day

and such other days as the President of the United States or the Governor of the United States Virgin Islands may, by proclamation, declare to be a holiday. Whenever any holiday (other than Sunday) falls upon a Sunday, the Governor can, by proclamation and at his/her discretion, grant administrative leave on the following Monday.

**ARTICLE XIII**  
**HEALTH, DISABILITY AND RETIREMENT BENEFITS**

Pursuant to the Virgin Islands Code, V.I. Rules and Regulations, Executive Orders and/or directives, as currently exists, or as may be subsequently created, repealed, amended, or revised, the following provisions applicable to Government Employees shall apply equally to the Employees covered by this Agreement:

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

**ARTICLE XIV**  
**EVALUATION AND PERSONNEL RECORD**

Section 1:

Annual Performance Evaluations Process

An Employee's performance rating shall be discussed between the Supervisor and the Employee prior to signature. Where an Employee disagrees with a specific section or an overall rating, he/she has the right to request an informal review by the **evaluator's** supervisor.

The immediate supervisor shall evaluate the job performance and discuss the performance rating with each Employee no later than May of each school year. All performance reports shall be submitted to the Office of Human Resources of Employer, or Department/Agency Head, with a copy to the Employees. Once all signatures are obtained the exact copy will be given to the Employee.

Section 2:

Appeal Process

If the Employee is dissatisfied with the Level 1 decision, the Employee shall forward a written response to the Department/Agency Head or his/her Designee within five (5) workdays after the receipt of the Level 1 decision. The Department/Agency Head or his/her Designee shall forward the Employee's file to Deputy Commissioner, Human Resources and Labor Relations or Designee for review. The Deputy Commissioner or Designee shall distribute the file to the tripartite committee. The Deputy Commissioner or Designee shall represent management on the Committee; a union representative from the respective union shall also be included on the committee. The Deputy Commissioner or Designee and the Union Representative shall select an independent third party familiar with the labor laws and the Government of the Virgin Islands personnel system for the tripartite committee. The tripartite committee shall review the file and conduct a hearing fifteen (15) work days from the date of

submission of the Notice of Appeal with the Agency Head. The tripartite committee shall submit a written determination to the Agency Head. The tripartite Committee shall submit a written determination to the Agency Head within ten (10) work days from the date of the Hearing. The parties to this contract herein agree and warrant that such written determination shall be final and non-appealable.

Section 3:

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

Section 4:

For the purpose of disciplinary action, no record of disciplinary action which is over three (3) years old may be considered and/or furnished by Employer and shall be removed from the Employee's personnel file, unless the disciplinary action includes any acts of abuse and/or corporal punishment, or related incidents.

**ARTICLE XV**  
**EDUCATION AND TRAINING**

Section 1:

The Employer and the Union agree that the training and development of Employees within the Agency is a matter of primary importance. The Employees are required to attend training as per local and federal mandates, and Employer may cover the cost of such training subject to the availability of funds and prior approval by Management.

Section 2:

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

Section 3:

Attendance at pre-service and in-service training is mandatory for all staff including administration. When an Employee does not attend such training, he/she shall be subject to disciplinary action. EXCEPTION shall be made based on the following:

- A. Personal illness;
- B. Illness or death of a member of his/her immediate family;
- C. Other legitimate reasons or absence which had been mutually agreed upon in advance between the agency and the Employee.

Section 4:

If the workshop or conference is held outside the Department, but during the employee's regular work hours, employees will be paid as straight time worked, provided proof of attendance is submitted to Employer.



Section 5:

Accurate records of attendance and absence shall be maintained by Employer. Copies of said records will be given to the Employee(s) concerned upon request.

Section 6:

All classes, workshops, conference will be scheduled in advance and notice posted on the bulletin where practical.

Section 7:

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

Section 8:

The Department will post notice of job-related courses for Employees. Application for opportunity to attend such courses will be forwarded to the Employer's Office of Human Resources and Labor Relations.

Section 9:

In an effort to encourage Employee to further his/her education in areas of study relating to his/her field of employment the Program will, subject to the availability of funds, establish and maintain a tuition program for full time matriculated Employees meeting the following criteria:

- A. During the probationary period, the Employee will not be provided with tuition reimbursement for any classes taken or classes in progress. At the end of a successful probationary period and during the second semester of classes, the Department, once a request is received, shall process the necessary paperwork for reimbursement and the monetary differential. The credit for the differential will be given for classes taken by Employee while at the Department of Human Services following the probationary period.

- B. The course(s) of study to be taken by the Employee must relate to the Employee's field of employment as exclusively determined by Employer;
- C. The course(s) must be taken at an accredited educational institution;
- D. If the course is offered at more than one scheduled time, the Employee must choose that schedule which will least conflict with the Employee's regular work schedule. If the Employee is unable to obtain a class schedule which does not conflict with his/her work schedule, the Department will release the employee from work without loss of pay for that period of time reasonably necessary to attend class; provided, however, that said release does not unduly disrupt the Employer's regular scheduling and performance of work;
- E. Employee will be released from work only after he/she has received approval of the course from the Department and has presented evidence of his/her enrollment in the course to the Program;
- F. Any Employee enrolled in the local University or Universities Online are required to apply for financial aid to offset the Department's cost of financing his/her education. An Employee is not required to take loans but is expected to accept all grants and scholarships available to his/her.
- G. Upon the execution of a study leave agreement and promissory note agreement, evidence of enrollment, and the successful completion of the course with a grade of C or better, Employer will reimburse tuition cost and fees, including books, not to exceed \$1,000 per semester per Employee, subject to the availability of funds. No Employee shall received tuition in full, pursuant to this Agreement, in the event such tuition has been paid by scholarship or grant. However, if a scholarship or grant does not fully cover the tuition, the Program or Employer shall make up the difference.

H. The Employee shall cause to be submitted an official grade report to the Employer. Any Employee who does not successfully complete a course with a passing grade of "C" or better or drops a course shall reimburse the through the payroll deduction authorization executed in Section E above. Any Employee who received a grade of less than a "C" or drops a course more than twice shall no longer be eligible for payments for courses in advance.

Section 10: College Credits and Educational Requirements

1. All center based teachers in a Headstart classroom pursuant to the Headstart Program performance Standard Handbook, (as subject to change, as per future amendment), must have at least an Associate (AA) or Bachelors (BA) Degree in childhood development or early childhood education, equivalent coursework or otherwise meet the requirements as set forth by the Headstart Act, as amended.

2. All Assistant Teachers, at a minimum, must have a CDA (Child Development Associate) credential as required by federal regulation per the Head Start Program Performance Standard Handbook (as amended) and subject to change, as per future amendments.

3. A program must ensure staff (i.e Social Service Aides) who work directly with families on the Family Partnership process hired after Nov. 7, 2016 have within eighteen (18) months of hire, at a minimum, a credential or certification in social work, human services, family service, counseling or a related field as per the Head Start Program Performance Standard Handbook, and subject to change as per future amendments.

4. New hires and or promotions must meet minimum requirements as mandated by local and federal regulations as per the Head Start Program Performance Standard Handbook, and subject to change as per future amendments.

**ARTICLE XVI**  
**UNION ACTIVITIES**

Section 1: Negotiating Committee

The Employer shall recognize members of the Negotiating Committee designated by the Union for the purpose of participating in contract negotiations. The Negotiating Committee members shall suffer no loss of pay for reasonable work time spent in such activities only; Request for leave to attend negotiations must be made in a timely manner at least five (5) days advance notice whenever possible.

Section 2: Grievance Committee

The Union shall establish a grievance committee for the St. Thomas/St. John District and for the St. Croix District. Each Committee shall consist of not more than three (3) members of the Union. A member of the grievance committee shall be granted reasonable administrative time without loss of pay to investigate and process a grievance including necessary meetings with Management Personnel for this purpose.

Section 3: Notice to Employer

The Union shall inform the Employer in writing of the names of the Union Officers, grievance committee members, negotiating committee members and others who are authorized to act as such representatives.

Section 4: Bulletin Boards

The Employer shall provide bulletin board space for the Union's use in areas conveniently accessible to employees. The Union shall use the space for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union.

Section 5: Union Access

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

Section 6: Facilities

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

Section 7: Telephones

The Local Union shall be permitted the use of telephones by officers and members of the grievance committee for the purpose of investigating, adjusting and discussing grievance, complaints, disputes, and other matters pertaining to this Agreement. This use shall be restricted to local calls only and shall not interfere with the operations of the Department.

**ARTICLE XVII**  
**LABOR MANAGEMENT COMMITTEE**

Section 1:

The Employer and the Union agree to establish a joint Labor-Management Committee. The Union Committee members shall be designated by the Union and Management members shall be designated by the Employer. The Committee will meet not less often than once each calendar quarter. Minutes and proceeding of the meeting shall be kept. Agenda items will be submitted by both Parties three (3) workdays in advance of each meeting.

Section 2:

An equal number of Union and Employer representatives will attend the scheduled meeting. Union representatives who are also Employees will suffer no loss of pay for time spent in attendance at such meetings held during work time.

Section 3:

The joint Labor-Management Committee will have as its purpose and shall give consideration to such matters as: the interpretation and application of rules, regulations and policies; the correction of condition resulting in grievance and misunderstanding; the encouragement of good human relations in employee-supervisory relationships; the betterment of Employee working conditions; the strengthening of employee morale, and the implementation of Equal Employment Opportunity and related matters.

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

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

Section 1:

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of work.

Section 2:

Cooling systems, lighting systems, ventilation systems, lavatories and equipment shall be maintained in good working condition, except in instances beyond the control of the Department. Employees shall be trained in the use of fire extinguishers, subject to the availability of funds.

Section 3:

First aid kits and appropriate storage areas shall be provided by the Employer to the extent necessary to provide adequate first aid for all employees. Employees shall be provided with training in CPR and First Aid.

Section 4:

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

Section 5:

The Employer and the Union mutually agree to abide with applicable provisions of the Occupational Safety and Health Act.

Section 6:

The Employer and the Union shall form a safety committee which shall meet at reasonable at mutually convenient times. The Shop Steward shall represent the Union at such meetings.

Section 7:

The Parties acknowledge the Employer's right to maintain a drug-free work place policy consistent with applicable local and

federal mandates that may include but is not limited to education, testing, treatment and rehabilitation for an Employee as deemed appropriate.

Section 8:

An Employee shall be entitled to time off to attend, on an outpatient basis, on island Alcoholism or Drug Addiction Treatment Centers without loss of pay or other benefits, subject to such reasonable rules and regulations as the Employer, in its discretion, may adopt, regarding time off attendance, and to assure bonafide attendance treatment.



**ARTICLE XIX**  
**PAYROLL STATEMENT**

Section 1:

The Employer shall provide each Employee with an accurate itemized payroll statement (check-stub) each pay period, showing the pay period for which this Employee has been paid, accrued annual and sick leave, gross earnings, deductions and net amount paid.

Section 2:

The Employer shall provide each employee with a quarterly itemized payroll statement showing the following: gross earnings, deductions, (FICA, Retirement Contribution, Withholding Tax and Other), hours worked and leave used.

Section 3:

Employee's individual requests for an itemized statement including hours worked, accumulated sick leave and annual leave shall be furnished to the Employee within five (5) workdays. Employee's requests must be made in writing to the Employer's appropriate payroll Officer; employees shall be limited to two (2) such requests per year unless such requests are made for the purpose of rectifying or correcting the statement of leave.

**ARTICLE XX**  
**COPIES OF AGREEMENT**

The Government and the Union agree as needed to share the cost equally to reproduce and distribute copies of the Agreement to all the Employees in the bargaining unit and Manager and/or to have an electronic copy readily accessible by each Employer. Only those items which constitute the collective bargaining agreement may be included in the document. It is further agreed that draft copies of this Agreement will be reviewed and approved by both Parties prior to being finalized.

**ARTICLE XXI**  
**NON-DISCRIMINATION**

Section 1:

The Employer and the Union agree that the provisions of this Agreement shall be applied to all Employees and prospective Employees covered thereby without regard to race, color, national origin, religion, political belief, sex, marital status, age, place of birth, union membership or non-membership, and activity on behalf of the Union.

Section 2:

In referring to Employees the masculine gender is used for convenience only and shall refer to both males and females and bears no suggestion or intent of discrimination.

**ARTICLE XXII**  
**NO STRIKE OR LOCKOUT**

Section 1:

During the term of this Agreement there shall be no strike or other work stoppage or lockout. Participation by Employees in an act violating this section will be cause for immediate disciplinary action, as deemed appropriate by Employer.

Section 2:

In the event of a strike or other work stoppage or lockout in violation of Section 1 of this Article, the Employer shall notify the Virgin Islands Workers Union of any such act by telephone, fax, or e-mail at the address and telephone information shown below and notify the local Union by letter. Upon receipt thereof the Union shall instruct the Employee(s) engaged in such activity to end such strike and other work stoppage or lockout forthwith.

VIRGIN ISLANDS WORKERS UNION  
P.O. Box 3112  
Christiansted, St. Croix  
U.S. Virgin Islands 00822-3112  
Email address: [viworkersunion@yahoo.com](mailto:viworkersunion@yahoo.com)  
Tel: (340) 773-3131  
Fax: (340) 773-1158

**ARTICLE XXIII**  
**SAVINGS CLAUSE**

Should Virgin Islands or Federal laws or regulations compel the cancellation or modification of any provision of this Agreement, it is agreed that such provision shall thereupon be inoperative and the Employer and the Union will within ten (10) days thereafter, meet for the purpose of negotiating changes made necessary by applicable law regulations. Any cancellations or modifications so required and made shall not invalidate any other provisions of this Agreement.

**ARTICLE XXIV**  
**TOTALITY OF AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties 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 Union.

**ARTICLE XXV**  
**MISCELLANEOUS PROVISIONS**

Section 1: Automation

When the installation of mechanical or electronic equipment may have an effect on the job status of the Employee in the bargaining unit covered by this Agreement, the Employer shall review the matter with the Local Union not less than thirty (30) days in advance of the date of such installation.

Should such equipment have an effect on the job status of Employees in the bargaining unit, the Employer shall utilize existing Employees in the bargaining unit, the Employer shall utilize existing Employees where possible, in the operation of said mechanical and electronic equipment and shall provide reasonable training for each Employee when necessary.

The provisions of this Section shall not be construed as limiting the rights of the Employer under the provisions of Article IV, Management Rights and Responsibilities, of this Agreement.

Section 2: Individual Contracts

There shall be no individual contracts concerning terms and conditions of employment between the Employer and any Employee covered by this Agreement.

Section 3: Coffee Break

All Employees except center employees shall be entitled to one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. Breaks may be taken outside the office provided that the Employee uses no more than the allotted fifteen (15) minutes.

Section 4: Use of Personal Vehicle

No Employee shall be required to use his/her personal vehicle on Department business unless compensated therefore, in accordance with applicable Executive Order. Personnel required to use public

transportation on Departmental business shall be reimbursed thereof. No personal vehicle should be used to perform government duties without prior approval from the Agency Head or Designee. Department vehicles are available for use for official government business.

Section 5: Equipment and Supplies

The Employer shall provide reasonable and adequate equipment and supplies to each Employee for the proper performance of his/her duties.

Section 6: Employee Lounge

The Employer shall provide an adequate, enclosed Employee lounge equipped with comfortable furniture and a first aid kit to all Employees of the bargaining unit who work in an office except center staff. Such lounge shall be maintained in a sanitary condition so that Employees may use it as an eating facility. In instances where space does not permit the Employer to provide a lounge, Employees may, with discretion, eat at their work site or designated areas agreed upon by the Employer and Employees.

Section 7: Water and Power Outage

A. Whenever there is no running water on the premises, Employee shall notify Employer immediately so that the appropriate action can be taken as deemed necessary by Employer under the circumstances, and in accordance with the VI Head Start Program Administrative Procedures Handbook in effect. No child is to be left unattended at any time.

B. Whenever there is a power outage and/or lack of proper ventilation in the classroom and/or enclosed workspace, Employee shall notify Employer immediately so that appropriate action can be taken by Employer as deemed necessary. Upon determination by Employer, the affected facility may be closed in accordance with the VI Head Start Program Administrative Procedures Handbook in effect. No child is to be left unattended at any time.



Section 8: Docking

An Employee shall be docked only for the amount of time that he/she arrived on the job late. Any docking time shall be taken from annual or personal leave first and finally without pay. However, no actual time shall be deducted from an Employee's leave until the Employee has accumulated thirty minutes or more in a pay period, which shall not extend into a succeeding pay period.

Section 9: Uniform Allowance

On an annual basis, The Employer shall pay each Food Service Worker and Preschool Custodial Workers the sum of Three Hundred Seventy Five Dollars (\$375.00) per annum, for the purchase of Maintenance of uniforms.

On an annual basis, as deemed necessary by Employer, and subject to availability of funds, Employer shall provide five (5) shirts/polo shirts for Bus Drivers and Bus Drivers Aides, bearing the Human Services/Head Start Logo.

Section 10: Center Assignments

Employer shall provide each center staff employee with his/her new assignment at least two (2) weeks prior to the end of the school year, subject to change as deemed necessary by Employer.

Section 11: Hours of Operation

Daily registration period shall be from 8:00 a.m. - 3:30 p.m. unless otherwise designated by Employer.

**ARTICLE XXVI**  
**DURATION AND TERMINATION**

Section 1:

This Agreement shall become operative at 12:00 of the first (1<sup>st</sup>) day of September 2016 and shall expire at midnight of the 30th day of August, 2020.

Section 2:

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

IN WITNESS WHEREOF, the parties hereto have set their hands  
and seal this \_\_\_ day of \_\_\_\_\_, 201\_\_\_

GOVERNMENT OF THE VIRGIN ISLANDS

VIRGIN ISLANDS WORKERS  
UNION


By:   
NATALIE NELSON TANG HOW, ESQ.  
CHIEF NEGOTIATOR

By:   
CHARLESWORTH NOCHOLAS  
CHIEF NEGOTIATOR

Dated: 10-24-18

Dated: 10/24/18

APPROVED

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

DATED: 12-27-18

