

COLLECTIVE BARGAINING AGREEMENT

Between

**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PUBLIC WORKS**

and the

**VIRGIN ISLANDS WORKERS UNION
VITRAN
(TERRITORY-WIDE)**

**Effective Date: October 1, 2014
Expiration Date: September 30, 2018**

INDEX

ARTICLE	TITLE	PAGE
	COLLECTIVE BARGAINING AGREEMENT WITNESSETH	
I	MANAGEMENT RIGHTS	5
II	DISCHARGE FOR JUST CAUSE	6
III	UNION RECOGNITION	7
IV	UNION SHOP	8
V	BARGAINING UNIT	9
VI	JOB REFERRAL	10
VII	UNION REPRESENTATIVE	11
VIII	CHECK OFF	12
IX	SENIORITY	14
X	HOURS OF WORK AND OVERTIME	18
XI	LEAVE BENEFITS	20
XII	HEALTH, DISABILITY AND RETIREMENT BENEFITS	24
XIII	GRIEVANCES	25
XIV	ARBITRATION	27
XV	DISCRIMINATION	29
XVI	WAGES AND CLASSIFICATION	30
XVII	SUCCESSORS AND ASSIGNS	31
XVIII	HOLIDAYS	32
XIX	UNIFORMS	34
XX	INSURANCE	35
XXI	BENEFITS AND PRIVILEGES	36
XXII	SAVINGS CLAUSE	37
XXIII	ELECTION DAY	38
XXIV	NO STRIKE OR LOCK OUT CLAUSE	39
XXV	MISCELLANEOUS PROVISIONS	40
XXVI	HEALTH AND SAFETY	41
XXVII	INDIVIDUAL CONTRACTS	42
XXVIII	TRAINING	43
XXIX	NEGOTIATING COMMITTEE	44
XXX	LABOR-MANAGEMENT COMMITTEE	45
XXXI	DURATION AND TERMINATION	46
	SIGNATURE PAGE	

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement executed this ____ day of _____, ____ between the DEPARTMENT OF PUBLIC WORKS (hereinafter referred to as "Employer") and the VIRGIN ISLANDS WORKERS UNION (hereinafter referred to as the "Union").

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 all other conditions of employment.

Now, whereas the Employer and the Union mutually agree as follows:

ARTICLE I
MANAGEMENT RIGHTS

Section 1:

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

- A. Directing and supervising the employees of this unit;
- B. Determining qualification and standards for hiring and the content of examinations therefore;
- C. Hiring, promotion, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging employees;
- 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 time of emergency;
- G. Any departmental or managerial function 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 and revoke any job description or classification in the best interest of the Government Service, subject to the provisions of this Agreement.
- B. In the event of an amendment or revision of a job description, the compensation for the employee shall not be reduced.

Section 3:

The Employer reserves the right to establish and enforce reasonable rules and regulations governing employment responsibilities of employees. Such rules and regulations and all amendments thereto shall be made known to all employees.

ARTICLE II
DISCIPLINE FOR JUST CAUSE

Section 1:

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

Section 2:

Disciplinary action shall not be implemented and made part of employee's permanent personnel record until the employee has first been notified of the proposed disciplinary action.

Section 3:

The Department/Agency shall have the right to immediately discipline an employee, up to and including discharge, for the commission of one of the following offenses:

- A. Theft; embezzlement or dishonesty; or other crimes involving dishonesty (perjury);
- B. Fighting (on or off Government premises while employees are on duty);
- C. Gambling on Government premises and/or while in uniform;
- D. Consumption of alcoholic beverages during working hours, reporting for work intoxicated;
- E. Sales, purchase or illegal use of narcotics or other forbidden drugs;
- F. Deliberate destruction or removal of the Department/Agency's property, or that of another employee;
- G. Giving or taking a bribe of any kind;
- H. Conviction of a felony;
- I. Gross Insubordination; or
- J. Excessive tardiness and absenteeism

Section 4:

The foregoing enumeration of causes for discipline is by way of illustration and shall not be deemed to exclude the Department/Agency's right to discipline an employee, up to and including discharge for any other cause. Where the Department determined to discharge an employee for a cause not hereinabove enumerated, the Department shall have the right to suspend said employee without pay pending the processing of a grievance, if any, through the Grievance and Arbitration Procedures contained in Article IX.

ARTICLE III
UNION RECOGNITION

The Employer recognizes and acknowledges the Union as the exclusive bargaining representative of the VITRAN employees included in the following appropriate unit:

INCLUDED: Non-supervisory employees of DPW TRANSPORTATION/VITRAN as certified by the Public Employees Relations Board (PERB).

EXCLUDED: All Managerial and Supervisory employees.

ARTICLE IV
UNION SHOP

Section 1:

Any member of the bargaining unit who chooses not to be a member of the Union is required by law to make a payment-in-lieu of dues to the Union.

Section 2:

Every employee covered by the Agreement who has not joined the Union by the date this Agreement is executed, and every employee hired after the date this Agreement is executed, shall pay Union dues or make a payment-in-lieu of due within a period of thirty-one (31) days, following the date this Agreement is executed, or the date of hire, and shall remain in good standing as a condition of employment.

ARTICLE V
BARGAINING UNIT

Supervisors and other management personnel not covered herein under this Agreement shall not perform the work of Bargaining Unit employees unless employees are not immediately available and it is essential that the work be carried on. Work performed under this condition is considered emergency and should be of short duration. Maintenance personnel are exempted from the provisions of this paragraph.

ARTICLE VI
JOB REFERRAL

Section 1:

A copy of the NOPA for each newly hired employee will be sent to the Union within thirty (30) work days of execution of the NOPA.

Section 2:

All employees hired shall be referred to the Union prior to commencement of employment. The person so selected shall be informed of the terms of this Agreement by the Union.

ARTICLE VII
UNION REPRESENTATIVE

Section 1:

The duly authorized Union Representative shall have the right to admittance to the Government's place of business at reasonable times during business hours for the purpose of investigating grievances, conferences with Union and Management personnel, and other conditions of employment.

Section 2:

The Government further recognizes the right of the Union to designate three (3) shop stewards and three (3) assistants per island in the Government's place of business to represent the employees covered in this Agreement. Such designees shall be regular employees.

Section 3:

The Shop Steward and his assistant, within thirty (30) work days and upon due notice to the Employer, shall be allowed to take reasonable time off without loss of pay and behalf of employees covered by this Agreement to attend Union convention and seminars.

1. Once every two (2) years – Union Convention
2. Once a year – Seminars

Section 4:

The Government shall recognize the right of a Shop Steward or the Assistant to handle grievances of employees during working hours without loss of pay, to investigate, present cases, and address any grievances that may arise, according to the grievance procedure as hereinafter set forth in this Agreement. The Shop Steward must request and receive permission before leaving his assigned duties.

Section 5:

The Union shall inform the Department/Agency, in writing, of the names of the shop steward, union officers and other representatives who are authorized to act as such. The Union agrees to notify the Department/Agency within two (2) weeks of any change in the composition of the shop steward(s) and/or the names of Union officers or other authorized representatives.

ARTICLE VIII
CHECK OFF

Section 1: Deductions of Dues and Fees

The Employer will deduct Union dues or payments-in-lieu of dues, and initiation fees from those employees who have signed such authorizations as are required by the applicable laws. The Union will notify the Employer in writing as to the amount of initiation fees and monthly dues to be deducted.

Section 2: Time and Amount of Deduction

The initiation fee shall be deducted when the Employer receives the authorization card signed by the employee. The Union dues shall be deducted on a monthly basis at the rate of \$16.00 per month. In case of absence of any employee, all unpaid Union dues, including the current month, shall be deducted from the next payment made to him. In case any employee shall receive less than five (5) days pay during any month, the Union dues deducted from his wages shall be returned to him.

Section 3: Payments to the Union

The Government shall remit, not later than the fifteenth (15th) of each month, a check payable to:

VIRGIN ISLANDS WORKERS UNION
P.O. Box 3112
Christiansted, Virgin Islands 00822

This check shall include all Union dues deducted during the previous month. A list of the names of the employee and the amount deducted from each one, shall be included with the remittance.

Section 4: Unpaid Dues Because of Absence

In case of absence of any employee, all Union dues unpaid, including the current month, shall be deducted from the next payment made to him. In case an employee shall receive less than five (5) days pay during any month, no dues shall be deducted from his wages for that month and any dues deducted for that month shall be returned to him.

Section 5:

The provisions of Article VIII shall be effective in accordance with and consistent with applicable provisions of Federal Law.

Section 6:

The Union shall indemnify and save the Government harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Government for the purpose of complying with any of the provisions of this Article, or in reliance on any list or assignment furnished under any of such provisions.

ARTICLE IX **SENIORITY**

Section 1: **Definition of Seniority**

The term "seniority" as used in this Agreement has the same meaning and application as does the term "continuous service".

Section 2: **Probationary Period**

Each employee shall be a probationary employee and shall not attain seniority status during the first one hundred eighty (180) calendar days after the original date of employment or re-employment following a break in continuous service. Upon attainment of seniority, the employee's seniority will be calculated from the date of employment or re-employment. During the probationary period of an employee, the employee may initiate complaints under this Agreement but the Government shall have the sole right to discipline or discharge an employee consistent with the applicable provision of the law. Such discipline or discharge shall to be subject to the grievance procedure. Every probationary employee shall have to submit to a medical examination at the Government expense. The outcome of the said examination shall have to be satisfactory, in the sole judgment of the Government, as a condition for employment.

Section 3: **Probationary Employee**

The Government has the right to discharge any probationary employee without recourse from the Union, provided however, that the discharge is not based on race, sex, creed, religion, national origin, age, color, or disability.

Section 4:

Government and the Union agree that the Probationary period shall be one hundred eighty (180) days. Any employee who has worked beyond the probationary period shall be a regular employee, whose seniority will begin from his original date of hire.

Section 5: **Calculation of Continuous Service**

Continuous Service shall be calculated from the original date of employment with the Government or re-employment following a break in continuous service in accordance with the following provisions:

1. There shall be no deduction for any time lost which does not constitute a break in continuous service.
2. Continuous service shall be broken by any one of the following:

- a. Quit
- b. Discharge, provided, however, that if an employee is rehired after a quit or discharge then he will received credit for the period of time of his absence. The Union will be notified in writing when an employee is credited with such prior service.
- c. Absence due to occupational disability which continues for more than one (1) year.
- d. Absence due to occupational disability if an employee does return to work within two (2) calendar weeks after recovery from such disability.
- e. Absence due to layoff which continues for more than one (1) year.
- f. Failure to retune to employment after termination of leave of absence.
- g. Failure to return to work within twenty (20) work days after receiving notice of recall from a layoff by certified or registered mail by the Government to the last known address of such employee as shown in the Government records. A copy of the recall letter shall be sent to the Union.

Section 6:

An employees' seniority, physical fitness and ability shall be the factors in determining layoffs. If two or more employees have the same seniority, then, work performance will be the determining factor.

Section 7: Layoffs and Recalls from Layoff

The following provisions shall apply:

- 1. Probationary employees in the affected job classification shall be laid off first. Probationary employees will have no recall rights.
- 2. If it is necessary to make additional reductions in the work force, employees with the least seniority in the affected job classification shall be laid off and senior employees shall be retained.
- 3. Subject to the provisions of Sub-Section 2 above, an affected employee may elect:
 - a. To be place on layoff; or
 - b. To bump and employee in a lower job classification with less seniority provided he has the ability to do the required work; or
 - c. Accept severance pay.
- 4. In the event an employee under sub-section 3 of the Section elects to bump into lower job classification, he shall be paid the rate of the job classification to which he elects to bump.
- 5. In the event an employee under Sub-Section 3(c) of this Section elects to receive severance pay, he shall be paid in accordance with the Law of the Virgin Islands.

6. The Government will notify the employee to be laid off and the Union not later than three (3) weeks prior to the date of lay off. In the event that the Government fails to give at least three (3) weeks' notice, the employee shall be entitled to receive straight time pay for any period less than three (3) weeks. An employee who wishes to bump or retain recall rights shall notify the Employer not less than one (1) week prior to the date of layoff.
7. The Union will be notified of layoffs immediately, but in no case later than the following day.
8. In recalls from layoff, employees will be recalled to work in reverse order of layoff provided they have the ability to perform the required work.
9. All recalls from layoff shall be by certified or registered mail to the last known address of the employee on the Government's records. A copy of the recall letter shall be sent to the Union.
10. The Government shall furnish the Union weekly a list of employees recalled to work.
11. The Government shall not hire a new employee if there are any employees on layoff with the ability to perform the required work.

Section 8: Job Opening and Job Posting

When the Government decides to fill a job vacancy which develops or is expected to occur by reason of an increase in force, a newly created job, by way of termination, resignation or promotion, the following procedures shall apply:

1. Notice of such vacancy shall be posted on the Government bulletin board within two (2) days from the time the Government decides to fill the vacancy.
2. Such notice shall state department, job classification, shift, job title, wage rate, and prerequisites for the job. Such notice shall remain posted for ten (10) work days in order that all employees may be given an equal opportunity to bid the vacancy.
3. Job bids of all interested eligible employees shall be submitted to the Division of Personnel, signed by the employee, who gives a copy to the Government and one (1) to the Shop Steward.
4. The selection of employees on the eligibility list shall be made by the Government who shall immediately notify the Local Union President as to the names of employees to whom jobs have been awarded together with the dates of such awards.
5. The Government and the Union will, as the occasion arises, provide all employees absent from work an opportunity to comply with their job bidding rights under such section.
6. Any employee who bids for the Job and believes that he is entitled to fill the vacancy may file a grievance.

7. Violation of the Article may be processed directly to the third step grievance procedure.

ARTICLE X
HOURS OF WORK AND OVERTIME

Section 1: Work Week

Employees will be scheduled to work a normal period of forty (40) hours within the work week, beginning at the 12:00 a.m. on Sunday and ending at the 11:59 p.m. on Saturday. Each work day shall consist of eight (8) consecutive hours.

Section 2: Overtime Pay

1. Overtime at the rate of one and one-half (1 ½) times the Employee's straight time hourly rate of pay paid for:
 - A. Work performed in excess of eight (8) hours in any work day.
 - B. Work performed in excess of forty (40) hours in any work week.

2. Overtime at the rate of two (2) times the Employee's straight time hourly rate of pay shall be paid for:
 - A. Work performed in excess of forty-eight (48) hours in any one (1) work week.

Section 3:

Call-Back Pay

- (a) An employee who has already check out after completion of his scheduled shift and who is recalled t work shall be paid one and one-half (1 ½) times his straight time hourly wage rate of pay for all hours worked.

Call-In Pay

- (b) An employee called to work on a non-scheduled day shall receive not less than eight (8) hours pay at time and one half their standard hourly wage rate, for work performed beyond a forty (40) hour work week, unless he expresses a desire to work less than eight (8) hours. In any event, any employee called in to work on a non-scheduled day who expresses a desire to work less than eight (8) hours, shall receive a minimum of four (4) hours pay at his standard hourly wage rate for the hours worked.

Show-Up Pay

- (c) Should an employee be scheduled to work and upon reporting to work is unable to accomplish his duties through no fault of his own, he shall be paid for eight (8) hours of his regular rate of pay. Said employee must remain on the premises.

Section 4: Distribution of Overtime

When the Employer determines that work must be done on overtime, it will be authorized by a supervisor. The need for overtime work is left to the sole discretion of the Government whenever the Government needs employees to work overtime. Overtime should be distributed as equally as possible.

Probationary Employees

New employees will become eligible to share in the impartial distribution of overtime after they complete their probationary period of employment. No employee shall work overtime if there is an employee with ability and who is available to do the work on Lay off.

Section 5: Overtime Roster

A written record of overtime worked by the employees will be maintained by the Department manager or his designated representative on a continuing basis. Such record will be reviewed by the Union Representative upon request reasons will be given for any significant differences in overtime worked by any employee.

Section 6:

Any unit employees who work between the hours of 6:00 p.m. to 4:00 a.m. shall receive a differential pay of \$1.00 per hour.

ARTICLE XI
LEAVE BENEFITS

Section 1: Annual Leave

Pursuant to V.I.C. Title 3, Section 581, all employees of the Government of the Virgin Islands shall accrue annual leave as follows:

1. One-half ($\frac{1}{2}$) day for each full bi-weekly pay period for an employee with less than three (3) years of service;
2. Three-fourths ($\frac{3}{4}$) day for each full bi-weekly pay period, except that the accrual for the last full bi-weekly pay period in the year is one and one-fourth ($1\frac{1}{4}$) days for an employee with at least three (3) but less than fifteen (15) years of service; and
3. One (1) day of each full bi-weekly pay period for an employee with fifteen (15) or more years of service.

Employees who return to the Government Service after an absence of no more than five (5) years shall accrue leave at the rate accrued at the time of their most recent separation from Government Service unless such rate was less than specified above.

Section 2: 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 V.I.C. Title 3, Section 583.

1. Proof of sickness shall be subject to such regulations as may be prescribed. As the date of this Agreement, said rules and regulations are as follows:
2. When required by serious disability or ailments, up to thirty (30) days sick leave may be advance upon approval by the Commissioner or Agency Head.
3. Sick leave is a leave of absence from duty on account of sickness, injury or disability which incapacitates the employee for work. This includes, but is not limited to medical, dental and optical treatment. Sick leave may be granted pursuant to prior request, in appropriate cases, or pursuant to a request made after return to duty.
4. An employee must submit proof of sickness for an absence from duty for which sick leave is requested, regardless of the length of such absence, Unless sick leave has been granted pursuant to prior request an employee must, as soon as possible on the day of absence from duty, inform his immediate supervisor that he will not be reporting for work that day due to sickness, injury or disability. Any employee who knowingly falsifies a request for sick leave to be processed shall be subject to disciplinary action up to and including termination.

5. Proof of sickness for an absence for four (4) or more consecutive days, or absence on the day immediately preceding or immediately following any weekend, scheduled day off or legal holiday, shall include a certificate from a practicing physician indicating the nature of the illness and certifying that the employee was incapacitated for work.
6. Proof of sickness for an absence of less than two (2) days shall be by a signed statement from the employee and shall state specifically the nature of the illness which incapacitated the employee for work; provided, however, that additional reasonable proof of incapacity to work, including a certificate from a practicing physician, may also be required by a Department/Agency Head in individual cases.
7. Whenever any employee has been granted sick leave pursuant to this Section for four (4) instances in any given fiscal year, consecutive or nonconsecutive, proof of sickness for each instance beyond the fourth (4th) instance for any employee, whose request for sick leave is defined under this Section, shall be charged to annual leave or leave without pay, at the option of the employee.
8. An absence from duty of any employee, whose request for sick leave is denied under this Section, shall be charged to annual leave or leave without pay, at the option of the employee.

All members of the bargaining unit, regardless of tenure, are entitled to sick leave which accrues at the rate of one-half (½) days for each full bi-weekly pay period.

Section 3: Civil Leave

An Employee shall be excused from his 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 (V.I.C. Title 3, Section 586).

Section 4: Family Medical Leave Act

Employees, who meet the requirements under the Family and Medical Leave Act of 1993, shall be granted leave as prescribed by said Act.

Section 5: Bereavement Leave

An employee who suffers the death of his spouse, parent(s) or legal guardian, child(ren), grandchild(ren), grandparent(s), brother(s), sister(s), mother-in-law, or father-in-law shall be entitled to four (4) days of Bereavement Leave without loss of pay or deduction from annual leave.

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 one (1) day bereavement leave in order to attend the funeral.

An employee who suffers the death of another relative by blood or marriage residing in the same household shall be entitled to Bereavement of four (4) days on island or five (5) days out of the territory, without loss of pay or deduction from annual or personal leave.

If the circumstances necessitate additional time off, and if granted, the employee may use annual, personal and/or sick leave.

Section 6: Maternity Leave

Upon presentation of a medical certificate confirming pregnancy, an employee may apply for and shall be granted maternity leave.

To the extent available, an employee shall be permitted to charge any portion or all of her maternity leave to sick and/or annual leave. Where an employee has exhausted any sick or annual leave to which she might be entitled, the employee shall be allowed maternity leave without pay.

An employee on sick or annual leave pursuant to this Article shall continue to accrue annual leave, sick leave and seniority. An employee on leave without pay pursuant to this Article shall continue to accrue only seniority and will be reinstated to their former position at the termination of leave.

Section 7: 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 (3 V.I.C., Section 590).
- B. An employee is entitled to leave without loss of pay time or performance or efficiency rating for each day, no in excess of thirty (30) days in a calendar year in which he 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 (23 V.I.C., Section 1524).

Section 8:

Whenever a unit employee calls in sick or any other emergency before their work shift, the employee shall call their supervisor and/or their work place to inform management that

they will be out. In any event, the employee must assure that someone in management has acknowledged the call.

ARTICLE XII
HEALTH, DISABILITY AND RETIREMENT BENEFITS

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

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

ARTICLE XIII
GRIEVANCES

Section 1: Definition

A grievance is any complaint, dispute or disagreement arising out of the interpretation, application or compliance with provisions of this Agreement. Any and all such disputes are subject to the Grievance Procedure.

Section 2: Procedure

If a grievance as herein is defined should arise, an honest effort shall be made to settle it promptly in the manner outlined in the following paragraphs:

- Step 1: The matter will first be discussed between the aggrieved employee and the employee's immediate supervisor in the presence of the employee's Shop Steward not later than five (5) working days after its occurrence, or after the employee knew or should have known of the matter complained of. The supervisor shall advise the employee and the employee's Shop Steward of his decision within three (3) working days after the discussion has taken place.
- Step 2: If the supervisor's decision is not acceptable, the employee, the Shop Steward, the employee's Shop Steward or the Union Representative may, within three (3) working days after receiving the answer in Step 1, appeal the decision by presenting a grievance in writing to the employee's Division Head on a form which sets forth the facts and circumstances of the alleged grievance, the part of this Agreement alleged to have been violated and the relief sought. A meeting between the Division Head, the Union Representative, the employee and the employee's Shop Steward shall be held to discuss the grievance within five (5) working days after it has been presented to the Division Head. Within five (5) working days after this meeting has been held, the Division Head shall advise the employee, employee's Shop Steward and the Union Representative of his decision in writing.
- Step 3: If the Division Head's decision in Step 2 is not acceptable, the Union, the employee, or the Shop Steward may, within five (5) working days after receiving the decision in Step 2, appeal the decision to the Department Head or his designee.

Section 3: Step 3 Grievances

- A. Any grievance over a discharge, suspension or demotion shall be filed with the Department Head within three (3) working days after an employee is notified of the date of the discharge, suspension, or demotion or the grievance will be invalid. Such notification must be in writing and a copy shall be submitted to the employee, the Chief Shop Steward and the Union.
- B. For a grievance involving discharge, suspension or demotion, a meeting between the Department Head (or his designee), the Chief Shop Steward or any Shop Steward, the Union Representative and the employee shall be held to discuss the grievance within ten (10) working days after it has been presented to the Department Head. Within five (5) working days after this meeting has been held, the Department Head (or his designee) shall advise the Union Representative, Chief Shop Steward and the employee of his decision in writing.
- C. A Union grievance disputing the Department's interpretation or application of a particular provision of this Agreement which generally affects a group of employees shall be filed by the Union with the Department Head not later than ten (10) working days after the date the Union knew or should have known of the Department's disputed interpretation or application of the Agreement provision.
- D. All grievances covered by this Section shall be handled promptly, commencing at Step 3 of the grievance procedure.

Section 4:

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

Section 5:

If an employee is discharged he shall be removed from the payroll effective the date of discharge, notwithstanding the filing of any grievance challenging the discharge.

If an employee is suspended for cause, his right to compensation shall remain unaffected until a grievance challenging the suspension has been disposed of, or the time limit in which to file a grievance has expired, whichever occurs earlier.

ARTICLE XIV
ARBITRATION

Section 1: Demand for Arbitration and Selection of Arbitrator

If the Department Head's answer in Step 3 and/or Section 3(C) of this Article is not acceptable to the Union, the Union may, within ten (10) working days after delivery of the Department's answer, file with the Department a written demand for arbitration signed by a Union Representative. When a demand for arbitration has been presented, the parties shall informally attempt to select and impartial arbitrator. Either party may request the Public Employees Relations Board (PERB) to supply both parties with a panel of five (5) impartial arbitrators. If the parties do not agree to allow the PERB to provide a list of arbitrators, then either party may request the Federal Mediation and Conciliation Service to provide them with a panel of five (5) impartial arbitrators. Either party, within five (5) work days of receiving the list shall have the right to reject one entire list and request the submission of another panel. Thereafter, the Union shall make the first strike of a name and the Department shall then strike a name, and the person last appearing on the list shall be designated as the Arbitrator and his appointment shall be binding on both parties.

Section 2: Date and Time of Hearing

The Arbitrator will set a date and time for the hearing of the case and must notify the parties, not less than fifteen (15) work days in advance of said hearing date, unless the parties mutually agree to waive said notice in writing or modify the terms.

Section 3: Authority of the Arbitrator

The arbitrator shall hear such evidence from the Government and the Union and shall determine each case.

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

Section 4: Decision and Effect of Arbitration Award

The decision of the arbitrator shall be given in writing within thirty (30) days after the date of the hearing. Any decision or award of an Arbitrator rendered within the thirty-day limitation shall be final and binding on the Union, the Department, and the employees. The Arbitrator's decision shall be enforceable in any court of competent jurisdiction.

Section 5: Arbitration Expense

Expenses and fees of the Arbitrator (including the cost of a transcript where mutually agreed) shall be equally divided between the Department and the Union. Otherwise, each party shall pay its own expenses. An employee called to the arbitration as a witness will be excused from duty by the Department without loss of pay in a manner which will not unduly disrupt the operation of the Department.

Section 6: Failure to Attend Hearing

The failure of any party or witness to attend an arbitration hearing scheduled by the Arbitrator, except in cases of extraordinary and extenuating circumstances, shall not delay the hearing and the Arbitrator is hereby authorized to proceed to take evidence and to issue an award as though such party or witness was present, except that the Employer may have a designee in attendance at such hearing to represent its interest.

Section 7: Time Limits

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

If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of on the last answer of the Department. The Union may withdraw a grievance at any step in this 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 provided said right of appeal is made within the time limits established herein.

Section 8:

No employee shall be suspended or discharged except for just cause, in the even 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 only. If an employee is suspended or discharged for cause, his right to compensation shall remain unaffected until a grievance challenging the suspension or discharge has been finally disposed of at the 3rd Step.

ARTICLE XV
DISCRIMINATION

There shall be no discrimination against any employee with respect to any of the terms of employment because of race, color, creed, religion, sex, national origin, age or disability as provided by Federal or Local laws.

ARTICLE XVI
WAGES AND CLASSIFICATION

Section 1:

The following minimum rates are hereby established for the following classification:

TRANSIT BUS EMPLOYEES

<u>CLASSIFICATIONS</u>	<u>EFFECTIVE</u> October 1, 2014	<u>EFFECTIVE</u> October 1, 2015	<u>EFFECTIVE</u> October 1, 2016	<u>EFFECTIVE</u> October 1, 2017
Body Man Helper	\$9.86	\$10.06	\$10.31	\$10.62
Secretary	\$11.28	\$11.51	\$11.79	\$12.15
Utility Man II	\$11.40	\$11.63	\$11.92	\$12.28
Custodian	\$11.40	\$11.63	\$11.92	\$12.28
Maintenance-Cleaner	\$11.40	\$11.63	\$11.92	\$12.28
Utility Man I	\$12.25	\$12.50	\$12.81	\$13.19
Bookkeeper	\$12.50	\$12.75	\$13.07	\$13.46
Tire Man	\$13.09	\$13.35	\$13.69	\$14.10
Mechanic Helper	\$13.11	\$13.37	\$13.71	\$14.12
Mechanic III	\$13.92	\$14.20	\$14.55	\$14.99
Transit Bus Driver	\$14.54	\$14.83	\$15.20	\$15.66
Dispatcher-Bus Driver	\$14.54	\$14.83	\$15.20	\$15.66
Body Man II	\$14.79	\$15.09	\$15.46	\$15.93
Mechanic	\$15.40	\$15.71	\$16.10	\$16.58
Body Man I	\$15.40	\$15.71	\$16.10	\$16.58
Accountant III	\$15.63	\$15.94	\$16.34	\$16.83
Mechanic I	\$17.71	\$18.06	\$18.52	\$19.07

Section 2:

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

ARTICLE XVII
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon both parties, their heirs, executors, administrators, successors and assigns.

ARTICLE XVIII
HOLIDAYS

Section 1:

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

Section 2:

All days specifically designated in Title 1, Virgin Islands Code, Section 171, as it exists, or may be amended from time to time, and such other days as the President of the United State or the Governor of the Virgin Islands may proclaim, shall be recognized as legal holidays.

When holidays fall during an employee's vacation, that day of absence shall not be charged against the employee's annual leave.

Section 3: Holiday Pay

- A. For all work performed on a holiday, employees shall receive double time their hourly rate of pay.
- B. All employees who do not work on a holiday shall receive eight (8) hours straight time of their hourly rate of pay.

Section 4:

For the convenience of covered employees, the contents of the Virgin Islands Code provisions pertaining to holidays are as follows:

January 1	(New Year's Day)
January 6	(Three King's Day)
January 15	(Martin Luther King's Birthday)
3 rd Monday in February	(President's Day)
March 31	(Transfer Day)
Holy Thursday	
Good Friday	
Easter Monday	
Last Monday in May	(Memorial Day)
July 3	(V.I. Emancipation Day)
	(Danish West Indies Emancipation Day)
July 4	(Independence Day)
1 st Monday in September	(Labor Day)

2 nd Monday in October	(Columbus Day and Puerto Rico Friendship Day)
November 1	(Liberty Day)
November 11	(Veteran's Day)
4 th Thursday in November	(Thanksgiving Day)
December 25	(Christmas Day)
December 26	(Christmas Second Day)

And such other days as the President or the Governor may, by proclamation, declare to be holidays. Whenever any holiday (other than Sunday) falls upon a Sunday, the Governor by Proclamation may, in his discretion, grant administrative leave on the following Monday, except that Organic Act Day (Third Monday in June), Supplication Day (Fourth Monday in July) and Local Thanksgiving Day (Third Monday in October) shall be observed on the preceding Sunday.

ARTICLE XIX
UNIFORMS

It is mutually agreed that the Employer shall provide six (6) pants or skirts. Six (6) shirts and three (3) caps and two (2) rain coats every two (2) years for all bargain unit employees at no cost to the employees, based on the availability of funds.

ARTICLE XX
INSURANCE

Section 1: Vehicle Insurance

In the event the driver of a vehicle has an accident, this fact must be reported to the Government before leaving the scene of the accident, if able. The law requires the driver to report accidents to the Virgin Islands Police Department.

Section 2:

The Government and the Union agree that no employee shall pay any money to the Government for being in an accident unless the matter has been decided in a joint meeting with said employee and the Union.

ARTICLE XXI
BENEFITS AND PRIVILEGES

Benefits and privileges now being enjoyed by employees and not stipulated in this Agreement shall be continued.

ARTICLE XXII
SAVINGS CLAUSE

Section 1:

It is not the intent of the parties to this Agreement to violate the law, and it is agreed that if any portion of this Agreement is in violation of the law, that portion shall by mutual agreement be null and void.

Section 2:

Negotiations to substitute the clause declared null and void, shall take place within a period of ninety (90) days after such declaration.

ARTICLE XXIII
ELECTION DAY

The Government shall allow all eligible employees at least two (2) hours' time off without loss of pay to go to the polls on General Election or Primary Election Day.

ARTICLE XXIV
NO STRIKE OR LOCK OUT CLAUSE

The parties hereto agree that there shall be no lock-outs or strikes during the term of this Agreement.

ARTICLE XXV
MISCELLANEOUS PROVISIONS

Section 1:

All bus drivers reporting for a shift and leaving a shift must, according to the Occupations Safety and Health Standards, perform a pre and post safety check on vehicle in conjunction with the Supervisor, at the Department of Public Works Garage/Terminal.

Section 2:

The Government and the Safety and Health officers shall, from time to time, make a survey of all buses and equipment that may be hazardous to the Government and employees.

Section 3:

All work schedules shall be posted as early as possible so that employees may plan their business ahead.

Section 4:

Management agrees that all employees shall be entitled to a half (½) hour lunch and two (2) fifteen (15) minutes breaks per each shift. These breaks will be built into the schedule.

Section 5:

The Employer requires Mass Transit Bus Operators to undergo an annual medical examination to determine if the employee is physically qualified to drive a commercial motor vehicle.

The cost of the medical examination will be paid via the employee's medical insurance program and co-pay costs will be paid by the employer.

Section 6:

There shall be three (3) Utilities unit employees and three (3) Custodial unit employees. One from each islands St. Croix, St. Thomas, and St. John, subject to an appropriation by the Senate to fund the positions.

Section 7:

The Union negotiation team shall consist of two (2) employees from St. Croix, two (2) employees from St. Thomas, and one (1) from St. John.

ARTICLE XXVI
HEALTH AND SAFETY

Section 1:

It is the desire of the Government and the Union to maintain the highest standards of safety in the plant in order to eliminate, as much as possible industrial illness and accidents. Every effort shall be made by the Government to see that the Safety Committee receives recognition and support in the performance of its functions as outlined in this Article.

Section 2:

A joint Health and Safety Committee shall be established. The Committee shall act in an advisory capacity and to the extent practicable. It will be guided by the seven (7) point program outlined below:

1. Make immediate and detailed investigations of each accident to determine fundamental causes;
2. Develop data to indicate accident sources and injury rates;
3. Inspect all buses and cars to detect hazardous physical conditions or unsafe work methods;
4. Recommend changes or additions to protective equipment or devices for the eliminations of hazards;
5. Promote safety and first-aid training for Committee members and workers;
6. Participate in advertising safety and in selling the safety program to the workers through meetings;
7. Conduct regularly scheduled meetings for the sole purpose of discussing accident prevention and developing suitable corrective measures.

ARTICLE XXVII
INDIVIDUAL CONTRACT

Section 1:

The Government shall not enter into any individual contracts or agreements with any employee in the bargaining unit, or with any other labor organizations for the employees involved herein, regarding any terms or conditions of employment.

Section 2:

Rules and Regulations may be from time to time set up in accordance with this Article, but shall not be implemented without agreement between the Union and the Government.

ARTICLE XXVIII
TRAINING

The Government agrees to continue its formal training program as required for its bargaining unit employee, and further agrees to explain and review existing programs and also to keep the Union informed as to any development of new programs.

ARTICLE XXIX
NEGOTIATING COMMITTEE

Section 1:

The Government shall not be required to recognize any committee member, unit griever, or assistant unit griever, as may be elected from time to time, until the Union has notified the Government, in writing, of the representative that has been appointed or elected.

Section 2:

The Government and the Union agree that whenever necessary, the Negotiating Committee shall not be prevented from attending any negotiations or grievance as may come into being. There should be no more than two (2) members for each District and one (1) from St. John.

ARTICLE XXX
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 proceedings of each meeting shall be kept.

Section 2:

An equal number of Union and Employer representatives will attend each 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:

- a. The interpretation and application of rules, regulations and policies;
- b. The correction of conditions resulting in grievance and misunderstandings;
- c. The encouragement of good human relations in employee-supervisory relationships;
- d. The betterment of employee working conditions
- e. The strengthening of employee moral; and
- f. The implementation of Equal Employment Opportunity and related matters.


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

ARTICLE XXXI
DURATION AND TERMINATION

This Collective Bargaining Agreement shall become effective October 1, 2014 and shall continue in full force and remain effective until midnight, September 30, 2018, and from month to month thereafter unless notice of termination is given in writing by either party by registered mail, postmarked at least sixty (60) days but not more than ninety (90) days prior to the expiration date.

IN WITNESS WHEREFOR, the parties have executed this Collective Bargaining Agreement in St. Croix, U.S. Virgin Islands, on the ____ day of _____, ____.

GOVERNMENT OF THE VIRGIN ISLANDS

BY: 
Dr. Valdemar A. Hill, Jr.
Chief Negotiator


DATE: 7/7/15

VIRGIN ISLANDS WORKERS UNION

BY: 
Charlesworth Nicholas
Chief Negotiator

DATE: 7/7/15

APPROVED:

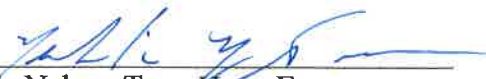

Honorable Kenneth E. Mapp
Governor
United States Virgin Islands

DATE: 03-18-16.

**TENTATIVE WAGE AGREEMENT
GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PUBLIC WORKS
(VITRAN)
(TERRITORY-WIDE)
AND THE
VIRGIN ISLANDS WORKERS UNION**


1. The Virgin Islands Workers Union (“VIWU”) is recognized by the Government of the Virgin Islands (“GVI”) as the exclusive bargaining representative for the V.I. Department of Public Works (“DPW”) employees.
2. This Tentative Wage Agreement between the Government of the Virgin Islands, V.I. Department of Public Works and the Virgin Islands Workers Union is subject to the terms and conditions of the Collective Bargaining Agreement (“CBA”) dated October 1, 2014 to September 30, 2018 which shall continue on a day to day basis until the parties enter into a successor agreement.
3. The parties are now desirous of entering into a tentative wage agreement, which shall be subject to the ratification of the members of the bargaining unit and the Governor of the United States Virgin Islands.
4. The Union agrees to waive any and all rights to negotiate salary increases for the periods Fiscal Year ‘19 through Fiscal Year ‘21 for all members of the bargaining unit.
5. The parties mutually agree to adopt the VIWU – VITRAN Pay Plan, which is attached hereto as Exhibit 1 and made part of the existing CBA, which continues on a day to day basis until a successor agreement is in effect.
6. Effective October 1, 2018, (FY ‘19), all employees in the bargaining unit shall receive a general salary increase as reflected on the attached VIWU-VITRAN Pay Plan which covers increases up through October 1, 2020 (FY ‘21).
7. The agreement shall not become effective unless ratified by the membership of the VIWU-VITRAN bargaining unit and executed by the Governor of the United States Virgin Islands.

GOVERNMENT OF THE VIRGIN ISLANDS VIRGIN ISLANDS WORKERS UNION



Natalie Nelson Tang How, Esq.
Chief Negotiator


Date: 12-13-18



Mr. Charlesworth Nicholas
President

Date: 12-13-18

APPROVED

By: 

Honorable Kenneth E. Mapp
Governor of the Virgin Islands

Date: 12-27-18


VIMU-VITRAN PAY PLAN

Current Salary Base	Proposed New Starting Salary	Body Man Helper	Secretary	Maintenance Cleaner	Utility Man I	Bookkeeper	Tire Man	Mechanic Helper	Mechanic III	Bus Driver	Body Man II	Mechanic II	Accountant III	Mechanic I
V119 \$	22,085.00	\$ 27,040.00	\$ 28,054.00	\$ 29,106.02	\$ 30,197.49	\$ 31,329.89	\$ 32,504.76	\$ 33,723.66	\$ 34,988.33	\$ 36,300.35	37,661.61	\$ 39,073.92	\$ 40,539.19	\$ 42,059.04
V120 \$	20,919.00	\$ 27,040.00	\$ 28,054.00	\$ 29,106.02	\$ 30,197.49	\$ 31,329.89	\$ 32,504.76	\$ 33,723.66	\$ 34,988.29	\$ 36,300.35	\$ 37,661.61	\$ 39,073.92	\$ 40,539.19	\$ 42,059.04
V121 \$	21,442.00	\$ 27,040.00	\$ 29,106.02	\$ 30,197.49	\$ 31,329.89	\$ 32,504.79	\$ 33,723.66	\$ 34,988.29	\$ 36,300.35	\$ 37,661.61	\$ 39,073.92	\$ 40,539.19	\$ 42,059.04	\$ 43,636.26

* All bargaining unit employees who have over five (5) years of service shall receive an extra \$1.50 per hour on employee's annual rate of pay.


12-13-18
 Natalie Nelson Tang How, Esq., Chief Negotiator
 Office of Collective Bargaining


12-13-18
 Charlesworth Nicholas
 Virgin Islands Workers Union (VIWU), President


 Honorable Kenneth E. Mapp
 Governor of the United States Virgin Islands

12-27-18
 Date