

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE VIRGIN ISLANDS
PUBLIC BROADCASTING SYSTEM
(WTJX)**

AND

**UNITED STEEL, PAPER, AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS**

**UNITED STEELWORKERS – “USW”
AFL-CIO-CLC**

**ON BEHALF OF
LOCAL UNION #8249**



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AGREEMENT

THIS AGREEMENT, made this **1st day of October 2020** by and between the VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (hereinafter referred to as the "System"), its successors and assigns, and the **UNITED STEEL, PAPER, AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) AFL-CIO-CLC**, on behalf of its LOCAL UNION 8249 (hereinafter referred to as the "Union").

ARTICLE I
INTENT AND PURPOSE

It is the intent and purpose of the parties to this Agreement that subject to and in accordance with Chapter 14 of Title 24, Virgin Islands Code (Act No. 4440), this Agreement and the parties hereto shall promote and achieve good industrial relations between the System and the Union and between the System and its employees; accomplish and maintain the highest working efficiency and quality in production and broadcast; promote fair and reasonable working conditions; provide methods for the prompt and peaceful adjustment of problems over which differences of opinion arise; ensure against any interruption of work, slowdown or other interference with any production or broadcast; strengthen good will, mutual respect and cooperation; and to set forth their full agreement covering wages, hours and other terms and conditions of employment to be observed.

ARTICLE II **RECOGNITION**

The Virgin Islands Public Broadcasting System hereby recognizes the United Steelworkers, AFL-CIO-CLC, and its Local No. 8249, as the exclusive bargaining agent for all professional and non-professional employees employed with the System on St. Thomas and St. Croix, including custodial workers, business clerk, procurement officer, traffic officers, cinematographers, graphic artists, media librarian/archivists, shipping clerks, broadcast technicians, production_technicians, production assistants, transmitter engineers, production engineers, technical engineer, broadcast engineers, and secretary-receptionist; **but excluding** executive, managerial and supervisory positions such as the chief executive officer, chief operating officer, chief financial officer, programming manager, production manager, publications and promotions director, education outreach manager, development director, director of engineering, assistant director of engineering, operations/production coordinator, production supervising engineer, producer/director, executive secretary, special assistant to the COO, human resources director, director of new media, fiscal officers, transmitter supervising engineers, casual /per diem employees, as well as confidential employees, watchmen, guards, and supervisors as defined by law, for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment.

ARTICLE III

REPRESENTATION

Section 3.1 Shop Stewards:

For the purpose of processing grievances under Article VII of this Agreement, the employees within the unit shall be represented by a Shop Steward and an Assistant Shop Steward selected by the Union from the bargaining unit employees with a minimum of one (1) year of seniority. The Assistant Shop Steward shall have the same rights and privileges as the Shop Steward, but only during the Shop Steward's absence. The System shall be notified in writing of the name of the Shop Steward and Assistant Shop Steward, and the System shall not be required to recognize or deal with any other persons as the Union's in-house representatives.

Section 3.2 Union Visitation:

An authorized representative of the Union shall, on request in advance to the Chief Executive Officer or his/her designee shall be granted permission to visit the System, at a mutually satisfactory time during working hours and at times which shall not unduly disrupt System operations, for the purpose of administering the provisions of Article VII of this Agreement. During such visits the Union representative shall comply with all applicable System rules.

Section 3.3 Union Activity:

Except as provided in Article VII, employees shall not engage in Union Activity during their working time or in any working area of the System.

Section 3.4 Bulletin Board:

A bulletin board shall be made available for the use of the Union for the posting of Union notices relating to meetings, election of officers, and other Union business only. There shall be

no posting of any material that does not bear the signature of a Union officer or the Shop Steward. One copy of all materials posted shall be provided to the Chief Executive Officer at the time of posting.

Section 3.5 Time off for Grievance Processing:

When necessary, an employee may meet with his Shop Steward by first notifying his immediate supervisor, who shall arrange for the meeting in a manner consistent with good operations and production. Such meetings shall be kept to a minimum. The Shop Steward may leave his work without loss of pay to process grievances or to meet with management officials of the System so long as it does not unreasonably disrupt his work or that of other employees. He shall request authorization from his supervisor before leaving his job duties. He shall not leave the System's premises without authorization of this supervisor which authorization may not be unreasonably withheld.

ARTICLE IV

UNION SECURITY

Section 4.1 Union Membership:

During the life of this Agreement, employees may become or remain members of the Union, or not become or remain members as each employee decides. Neither the System nor the Union, or its members shall coerce or harass any employee concerning membership or non-membership in the Union.

Section 4.2 Union Dues:

The System agrees to the establishment and maintenance of a check-off procedure whereby the System shall make or cause to be made bi-weekly payroll deductions of regular periodic Union dues as designated by the International Treasurer of the Union. These deductions shall be based on an Employee's written authorization to do so, submitted to the System. Said authorization shall be revocable during the last ten (10) working days of each six (6) month interval and shall so state. Such revocation shall be delivered to the System and the Union and the employee shall receive receipts therefor. Unless revoked during the said stated period, the authorization shall automatically renew for additional periods of six (6) months subject to revocability every six (6) months in accordance with the above procedure. Deductions shall commence with respect to dues for the month in which the System receives the employee's authorization.

At the close of each month, all sums deducted shall be transmitted by check, together with an itemized statement showing the name of each paying employee, the amount deducted there from and the respective social security numbers to the International Treasurer of the Union

at the address which he authorizes in writing for such purpose.

Section 4.3 Agency Shop:

An employee who is not a member of the Union at the time this Agreement becomes effective shall pay to the Union as a condition of continued employment within fifteen (15) days after the thirtieth (30th) day following the effective date of this Section or within fifteen (15) days after the thirtieth (30th) day following employment, whichever is later, a reasonable monthly sum to reimburse the Union for its direct costs incurred in representing the employees of the bargaining unit, which sum shall not be greater than the monthly dues required of the Union's members; provided, however, that the foregoing condition of continued employment continues to be lawful under the laws of the U.S. Virgin Islands.

ARTICLE V
NO DISCRIMINATION

The System and the Union agree that the provisions of this Agreement shall be applied to all employees covered by this Agreement without regard to race, color, religion, sex, political belief, marital status, national origin, disability or age as provided by local or federal laws. It is specifically understood that neither party shall discriminate, nor attempt to cause the other to discriminate, in respect to hire, tenure of employment or any term or condition of employment against any applicant for employment or any employee covered by this Agreement because of race, color, religion, sex, political belief, marital status, national origin, disability, or age as provided by local or federal laws. Moreover, the System shall be permitted to take all actions necessary to comply with the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.

All references to "employee" or "his" or "her" in this Agreement are intended to refer to both male and female employees and shall be so construed.

ARTICLE VI

MANAGEMENT RIGHTS

Section 6.1 Reserved Rights:

All prior management rights, authority, and functions shall remain vested exclusively in the System except insofar as specifically surrendered or limited by express provisions of this Agreement. It is recognized that such rights, authority, and functions include, but are not limited to, the full control, management and operation of its business and its plants; the determination and scope of its activities or production and all methods pertaining thereto; the scheduling of production and work hours, days, and shifts of operation (including overtime); the location, size and number of all departments or facilities; the determination of materials, parts, products, machinery and equipment to be acquired or utilized, and the layout and scheduling thereof; the establishment of quality standards; the right for good cause to establish, change, combine or eliminate jobs, duties, job classifications

and descriptions; the right to establish wage rates for new or changed jobs or positions; the right to introduce new or improved procedures, methods, processes, facilities, machinery and equipment or to make other changes to promote efficiency, or to make technological changes; the right to maintain order and efficiency and to issue, modify and enforce reasonable rules and regulations; the right to lay off employees for lack of work, and to discipline, suspend, demote or discharge employees for cause; the right to contract or subcontract any work; the determination of which of its site or sites, or any part thereof, shall be operated, relocated, shut down, sold, or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the determination of the number of employees, the assignment of duties thereto, the manning equipment, and the right to change, increase or reduce the same; and the direction

and control of the working forces, including but by no means limited to being the sole judge of applicants for employment, their qualifications, fitness and hiring or refusal to hire, and the training of new employees.

Section 6.2 Residual Managerial Authority:

To the extent that any function of managerial authority is expressly limited by this Agreement, a dispute concerning the System's exercise of that function shall be subject to the grievance and arbitration procedures of this Agreement unless otherwise expressly provided for, but any managerial function not expressly limited by the terms of this Agreement is reserved to and vested exclusively in the System and such a function which may be exercised unilaterally by the System shall not be subject to the grievance and arbitration procedure.

ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 Definition of Grievance:

The term "grievance" for the purpose of this Agreement, means a dispute between the System and the employees or between the System and the Union concerning an alleged violation by the System of the express provisions of this Agreement and does not include a dispute concerning the exercise of any function exclusively reserved to management by Article VI (the Management Rights Article).

Section 7.2 Processing of Grievances:

The procedure for the settlement or disposition of grievances shall be as follows:

STEP 1 - The matter shall first be discussed between the aggrieved employee or employees, the employee's immediate supervisor, and the 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 Shop Steward of his decision within five (5) working days after the discussion has taken place.

STEP 2 - If the supervisor's decision is not acceptable to the Union, the Union, within ten (10) working days after receiving the answer in Step 1, may appeal the supervisor's decision by presenting a grievance in writing to the System's Chief Executive Officer (or his/her designee) on a form which details the alleged violation, specifies the specific provisions of the contract involved, and is signed by the employee and the Union Representative. A meeting between the Chief Executive Officer (or

his/her designee), the aggrieved employee, the Shop Steward and the Union Representative shall be held to discuss the grievance within ten (10) working days after it has been presented to the Chief Executive Officer. Within ten (10) working days after this meeting has been held, the Chief Executive Officer shall advise the Shop Steward and the International Staff Representative in writing of his/her decision.

Section 7.3 Demand for Arbitration and Selection of Arbitrators:

If the System's final answer in Step 2, above, is not satisfactory to the Union, within ten (10) working days after receipt of the System's final answer, the Union may present the System with a written demand for arbitration on a form which is signed by an authorized representative of the Union. When a demand for arbitration has been presented, the parties shall attempt to agree on the appointment of an impartial arbitrator. If no agreement is reached, either party may request the Public Employees Relations Board of the Virgin Islands Government to supply both parties with a panel of seven (7) impartial arbitrators.

At any time, by mutual agreement, the parties can elect to request a panel from Federal Mediation & Conciliation Service (FMCS). Further, if the Public Employees Relations Board (PERB) has failed to supply a requested panel within sixty (60) days of the request, the parties shall request a panel from FMCS and shall then use a FMCS supplied arbitrator.

Either party 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 System shall then strike a name, and alternate in this manner, until the name of the person last appearing on the list shall be designated as the arbitrator and his appointment shall be binding on both parties.

Section 7.4 Authority of the Arbitrator:

The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine

compliance with the express provisions of this Agreement and shall not have authority to add to, detract from, or alter its provisions in any way. Unless the parties agree in advance in writing, only one grievance may be submitted to the Arbitrator. The Arbitrator shall not have the right to substitute his discretion for that of the System or the Union where such discretion has been retained by the System or the Union. Any issue which is customarily a subject of bargaining left unsettled by the System and the Union when this Agreement is signed must be settled by them, and not by an Arbitrator. Any decision or award of the Arbitrator shall be in writing.

Section 7.5 Effect of Arbitration Award:

Any decision or award of an Arbitrator rendered within the limitations of the above Section shall be final and binding on the Union, the System and the employees.

Section 7.6 Arbitration Expense:

Expenses and fees of the Arbitrator shall be equally divided between the System and the Union. Otherwise, each party shall pay its own expenses, including its witnesses.

Section 7.7 Time Limits:

The time limits set forth in this Article shall be binding on the parties unless extended in writing, and the processing of a grievance to arbitration shall not waive the right of a party to assert before the arbitrator that the grievance was untimely at an earlier step, if that issue has been asserted at an earlier step or that the demand for arbitration was untimely filed.

If the Union fails to process a grievance to the next step within the limits provided, the grievance shall be considered disposed of on the last answer of the System. The Union may withdraw a grievance at any step in this procedure by notifying the System in writing. If the System fails to process its answer to a grievance within the time limits provided, the grievance shall be considered automatically appealed to the next step.

Section 7.8 Definition of Working Day:

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

Section 7.9 Demotion, Suspension and Discharge Grievances:

The System shall promptly advise the Shop Steward in writing of any demotion, suspension, or discharge action taken against an employee. If the employee requests, the employee shall be allowed to have the Shop Steward present at any meeting with the System's management at which the employee is to be advised of the employee's demotion, suspension or discharge.

Any grievance over a demotion, suspension or discharge must be filed with the System in writing within five (5) working days after the date of discipline or it shall be invalid. Said grievance shall be handled promptly under the procedures at Step 2.

Section 7.10 Limitation Period for Taking Disciplinary Action:

The System shall have thirty (30) working days following receipt of knowledge of conduct by an employee warranting discipline within which to institute disciplinary action against said employee; provided, however, that said thirty (30) day period may be extended by the System, upon written notice to the Union, for purposes of investigating the matter prior to the imposition of the discipline.

Section 7.11 Grievance Involving Shop Steward:

If any incident under investigation for possible disciplinary action involves the shop steward or assistant shop steward (when acting as the shop steward) as a witness or a participant, the shop steward shall not represent any witness and the responsibility of the shop steward shall be assumed by another Union representative.

ARTICLE VIII

LEAVES OF ABSENCE

Section 8:1 Personal Leaves:

Employees who have completed their probationary period desiring a leave of absence shall make written application in advance, when possible, to the head of their division, and, if, in the judgement of the System good cause exists and operating requirements permit, a leave of absence charged against the employee's annual leave shall be granted in writing without prejudice to the employee's seniority rights. A leave of absence shall be granted for a period not to exceed three (3) working days. However, three-day extensions of a leave not to exceed ten (10) working days or the employee's accumulated annual leave, whichever is shorter, may upon request be granted in the discretion of the System in writing if in its judgement good cause exists and operating requirements permit.

Section 8.2 Leaves for Illness, Injury or Pregnancy:

(A) **Long Term Sick Leave:** In the event an employee is unable to work by reason of illness, or injury (including those compensable under Workman's Compensation), or pregnancy, the System shall grant a leave of absence with pay, charged against the employee's sick leave, and without loss of seniority for so long as the employee is unable to work, but in no event longer than the period set forth in Section 16.6(d) of Article XVI. To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy to the Human Resources ~~Director~~ or his/her designee as soon as the illness, injury, or **inability to work because of** pregnancy is known, and thereafter furnish to the System a physician's written application for such leave. Thereafter, during such leave the employee shall be required to

furnish a current report from the attending doctor at the end of each thirty (30) day interval or as otherwise required by the System. Before returning from a leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the System may be required to have a physical examination by a doctor selected by the System and at its expense to determine the employee's capacity to perform work assigned. Employees are entitled to such sick leave as is provided under Title 3 V.I.C. Section 583, as it exists or may be amended from time to time during the life of this Agreement.

(B) Short Term Sick Leave The provisions of 8.2(a) notwithstanding, an employee may have a short term leave of absence charged against sick leave for an illness without having to submit a physician's written statement for any illness requiring an absence of not more than two (2) working days. Any employee absent due to illness for a period longer than (2) working days shall be required to furnish the System with a physician's written statement showing the nature of the illness and that the absence longer than two (2) working days was required. In any event, when an employee knows that he shall be absent due to illness, he must notify his supervisor within three (3) hours of his scheduled starting time for a production and one (1) hour for all other scheduled employees, in order to be eligible for sick leave pay.

Section 8.3 Family and Medical Leave:

Employees are entitled to such leave as is provided under the Family Medical Leave Act, as it exists or may be amended from time to time during the life of this Agreement.

Section 8.4 Military Leave:

(a) The System shall comply with all territorial and federal laws pertaining to the rights of employees entering or returning from the military service.

(b) An employee of the System shall be 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 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.

Section 8.5 Employment While on Leave:

An employee who accepts employment except for casual labor (less than twenty (20) hours per week on a non-permanent basis) with another employer during a leave of absence shall be terminated, unless agreed to in advance by the System in writing.

Section 8.6 Benefits While on Leave:

An employee returning from a leave of absence without pay which was less than One Hundred Twenty (120) days shall have his seniority bridged for the period(s) of the leave. Upon return, the System shall place the employee in his previous job, if it is available; otherwise, he shall be placed in a comparable position for which he is qualified.

An employee returning from a leave of absence with pay shall accrue seniority for the period of the leave. Upon return, the employee shall be placed in his previous position if it is available; otherwise, he shall be placed in a comparable position for which he is qualified.

Section 8.7 Union Leave:

An employee officially designated in writing to attend a Union conference, convention, or training session shall be granted a leave of absence without pay for such purpose (not to exceed one (1) week), if orderly operation permits. If the employee elects, this leave may be charged against his annual leave.

No employee shall be granted more than (1) such leave in any calendar year, and not more than two (2) employees may be off on such leave at one time. Seniority shall accumulate during such leave. Not more than one employee in a classification shall be granted this leave at the same time.

Section 8.8 Jury Service:

An employee shall be excused from his duties without loss of pay or deduction from annual leave for the time required for jury service in the Superior or the District Court of the Virgin Islands.

If the employee is excused or completes jury service when there are four (4) or more hours before the end of the employee's regularly scheduled shift, the Employee shall promptly report to work.

Section 8.9 Bereavement Leave:

An employee who suffers the death of a family member shall be entitled to **four (4)** days Administrative Leave for the purpose of making funeral arrangements and attending the funeral. **This provision shall expire upon management's ability to pay a salary increase of any amount during the term of the Agreement.**

For extraordinary circumstances, such as the death of a family member outside the Virgin Islands, the employee may have up to **four (4)** additional work days charged to the employee's as **Administrative** Leave for the purposes of travel or to attend to the extraordinary circumstance. **This provision shall expire upon management's ability to pay a salary increase of any amount during the term of the Agreement.**

The term "family member" shall mean an employee's spouse, parent, grandparent, mother-in-law, father-in-law, sibling, child or any other relative (by blood or marriage) residing in the same household with the employee.

The System shall have the right to request proof of the death and/or the relationship of the family member.

Section 8.10 Leave for Negotiations:

Union employees participating in the contract negotiation process will be paid a

maximum of eight hours (8) of administrative leave by the System. Overtime pay will not be provided for meetings lasting longer than 8 hours within a day.

ARTICLE IX

HEALTH, SAFETY AND SANITATION

Section 9.1 Safety Rules:

The System shall make reasonable provisions for the health, safety and sanitary working conditions of its employees during the hours of their employment. The System shall investigate any unsafe, unhealthy, or unsanitary conditions reported to it by the Union and shall give consideration to any recommendations made by the Union in respect thereto.

All employees shall follow the health, safety and sanitation rules of the System, including those on the wearing and use of safety equipment and proper work clothing. Any employee who violates these rules shall be subject to disciplinary action. A copy of all rules shall be sent to the Union.

Section 9.2 Injuries:

(a) An employee injured on the job shall be paid for the remainder of his workday if he is unable to work because he is taken to the hospital or a physician and is unable to return to work that day.

(b) Any employee injured in any way or involved in any accident involving damage to the System's property or the property of any third person, shall immediately report the accident or injury to his supervisor. In the supervisor's absence such report shall be made to the Human Resources Director or his/her designee. If required by the System, the employee shall supply all information within his knowledge concerning the accident, including names and addresses of witnesses to any accidents, and the details of any injury. Failure to comply with this provision shall subject such employee to disciplinary action by the System.

(c) If an employee is injured on the job and receives Workman's Compensation and a certified Physician requires therapy, the employee shall be given time to attend Rehabilitation Therapy over a period of two (2) calendar months and shall be paid for the time in therapy.

Section 9.3 Safety Equipment:

Necessary protective devices, wearing apparel, and other equipment to protect employees from injury shall be furnished by the System in accordance with practices now prevailing in the System or as may be required by all applicable Occupational Health and Safety Laws.

ARTICLE X
SYSTEM SECURITY

All employees shall cooperate with the System in providing secure premises and shall follow the System rules covering use of the parking lot and the inspection of and the storage of clothing, packages, and articles, except physically worn clothing. Except when an employee is providing transportation for another employee or is working a split shift, employees shall not normally be on the System's premises at times other than fifteen (15) minutes before or after their work hours, and during the period between a split shift, only in areas authorized to the employee.

Employees shall clock in or out whenever entering or leaving the premises. No employee shall clock in or out for another employee or permit his timecard to be clocked in by another employee. No employee shall bring any weapon, intoxicants, or illegally possessed drugs or controlled substances onto the premises. Any employee who fails to follow the security rules promulgated by the System shall be subject to disciplinary action up to and including discharge.

ARTICLE XI
HOLIDAYS AND HOLIDAY PAY

Section 11.1 Observed Holidays:

Subject to the provisions of this Article, the System shall observe the following paid holidays:

New Year's Day	Three King's Day
Martin Luther King's Birthday	President's Day
Good Friday	Easter Monday
Carnival Friday	Memorial Day
Emancipation Day	Independence Day (Fourth of July)
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
Christmas Second Day	

Section 11.2 Qualifications of Holiday Pay:

A regular, full time employee shall qualify for holiday pay as follows:

Unless excused by the System in writing, he must have worked his last full scheduled work day before and his first full scheduled work day after the holiday (unless his failure to work is caused by his being on vacation or National Guard duty). Should an employee be absent due to illness on the day preceding or the day following a holiday and call in sick for that day of absence, as otherwise provided in this contract, he shall be paid for the holiday on the first occurrence during the fiscal year. Therefore, should an employee call in sick on the day preceding or the day following a holiday during the remainder of the fiscal year, he must submit

a physician's certificate attesting to the absence due to illness in order to receive holiday pay.

Section 11.3 Holiday Pay During Leave of Absence:

Employees who are on either a leave of absence without pay or on suspension when a designated holiday occurs shall not be entitled to holiday pay. An employee who is on sick leave when a holiday occurs shall not have his absence charged to sick leave for that day.

Section 11.4 Holiday Pay During Layoff:

Employees who are laid off when a holiday occurs shall not receive holiday pay, unless laid off during the payroll period in which the holiday falls.

Section 11.5 Amount of Holiday Pay:

For each of the holidays designated in Section 1, eligible employees shall be paid holiday pay at their regular assigned straight time hourly rate for the number of hours normally scheduled, up to eight (8) hours.

Holiday pay shall not include shift premium; however, holiday pay shall be considered in computing weekly overtime.

Section 11.6 Pay for Work Performed on a Holiday:

An employee eligible for holiday pay who performs work on any holiday shall be paid the holiday pay specified in Section 11.5 above, and in addition shall receive his regular hourly rate of pay for all hours worked on the holiday. Work performed on shifts starting the day preceding an observed holiday, which continue into the day of the holiday shall not be considered as holiday work.

Section 11.7 Failure to Report for Holiday Work:

If an employee is scheduled to work on a holiday and then fails to report for such work without being excused in writing, unless for a very serious cause, he or she shall receive no

holiday pay and may be subject to other disciplinary action.

Section 11.8 Vacation and Sunday Holidays:

- (A) Holiday during a Vacation: When a holiday falls during an employee's vacation, the holiday shall not be charged against his annual leave.
- (B) Sunday Holiday: A holiday falling on Sunday shall be observed on the subsequent Monday.

ARTICLE XII

ANNUAL LEAVE

Section 12.1 Accrual of Annual Leave:

- (a) All permanent employees shall accrue annual leave as follows:
 - (1) Four (4) hours for each full bi-weekly pay period for an employee with less than (3) years of service;
 - (2) Six (6) hours for each full bi-weekly pay period for an employee with three (3), but less than fifteen (15) years of service;
 - (3) Eight (8) hours for each full bi-weekly pay period for an employee with fifteen (15) or more years of service;
 - (4) Any employee who is absent without leave for more than eight (8) hours in any one pay period shall not accrue any annual leave in that pay period.

(b) Notwithstanding the foregoing, any employee employed by the System who, on the date of the execution of this Agreement, is accruing annual leave at the rate of eight (8) hours per payroll period shall continue to accrue said leave at the same rate, regardless of tenure with the System.

Section 12.2 Accumulation of Unused Annual Leave:

Unused annual leave shall be accumulated to a total not exceeding four hundred eighty (480) hours at the end of any calendar year. Annual leave in excess of 480 hours shall be credited to the retirement system in accordance with Title 3 V.I.C. Section 581(e) as it may be amended from time to time.

Section 12.3 Annual Leave Pay:

An employee shall receive pay at his straight time hourly rate for each hour of annual

leave utilized. Annual leave pay shall not include night shift premium.

Section 12.4 Scheduling of Annual Leave:

Applications for annual leave shall be submitted to and approved by the department head or his/her designee in advance of such leave, and except in cases of emergency, such applications must be made sufficiently in advance to allow proper planning for a replacement and/or the distribution of the employee's regular work assignments, but in no event less than thirty (30) days prior to his/her leave. Each application for annual leave shall specify the date on which the employee shall report back to work. In cases of dispute over the reporting date, the reporting date appearing on the Application for leave shall govern. Every effort shall be made to grant annual leave at the time requested by employees, however, such leave must be scheduled at time convenient to the System. Preference shall be given to employees with greater seniority. Any leave taken without authorization shall be charged as leave without pay. Each employee's proposed annual leave should be placed on the Annual Leave calendar maintained by each department as far in advance as possible within the calendar year, to reserve the time desired.

Section 12.5 Terminated Employees:

Employees who are discharged, who quit, or whose employment is otherwise terminated shall receive pay for any accrued annual leave which has not been taken as of the date of termination.

Section 12.6 Part-Time and Temporary Employees:

Temporary employees are not entitled to any vacation time or pay. Part-time employees shall receive pro-rata vacation on the basis of hours worked per Section 12.1. up to the maximum accrual as set forth in Title 3 Section 581(a) and 582(b).

Section 12.7 Annual Leave Checks:

If at all possible, annual leave checks shall be issued on the last scheduled pay day before the employee's scheduled annual leave with the applicable social security, income tax and other deductions withheld.

Section 12.8 Illness During Annual Leave:

An employee who becomes ill during his annual leave will not be charged annual leave for the period of illness provided he/she furnished satisfactory proof of such illness to the employer upon his/her return to work.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

Section 13.1 Intent:

This Article is intended to define the payroll period and to provide a basis for computing overtime or premium pay. It shall not be construed as a guarantee or limitation on the hours of work per day or per week.

Section 13.2 Payroll Period - Payroll Week:

The payroll period shall begin at 12:01 on the first Sunday morning and end at 12:00pm on the second consecutive Saturday. One half (1/2) of the payroll period as defined herein shall constitute a payroll week.

Section 13.3 Payroll Days:

An employee's payroll day shall consist of a twenty-four (24) hour period beginning with the employee's scheduled starting time.

Section 13.4 Normal Work Days/Week:

A regular workday for employee shall consist of eight (8) hours.

A regular work week shall be any five (5) days during a payroll week.

Management reserves the right to determine scheduling hours and days of work for employees as referenced in Article VI- Management Rights.

Section 13.5 Required Overtime Work:

(a) When the System determines that work must be done on overtime, it shall be authorized in advance by a supervisor. The System shall give advance notice of the overtime, whenever practicable, when requiring employees to work overtime.

Before 3:00 p.m. on Thursday, the System shall post its intended schedule for work for the following payroll week. Every effort shall be made to adhere to the schedule, except when

emergencies, unexpected production demands, etc. require a change. Such changes shall be held to a minimum and the employee involved notified as soon as the change is known.

The overtime assignment procedures shall be used in the following order:

- (1) Employees in the classification in the department shall be offered the overtime work in a manner to distribute the overtime opportunities on a reasonably equitable basis; however, an employee assigned to a project during his regular hours may be used to complete the project on overtime; then
- (2) If overtime needs are not filled by subparagraph (1) above, then the overtime work may be offered to qualified employees elsewhere in the department or outside the classification; then
- (3) If overtime needs are not filled by either subparagraph (1) or (2) above, then the overtime shall be assigned by the System starting with least senior employees in the classification in the department who shall be required to work the overtime; however, an equitable distribution of required overtime work shall be maintained and all employees shall be obligated to work a fair share of the overtime hours available and no employee shall regularly refuse overtime work. The supervisor's overtime list shall be available to the Shop Steward.
- (4) Employees overlooked in overtime assignments must notify their supervisor and then shall be offered the next overtime opportunity available until basic parity is achieved. **If an employee declines an overtime opportunity, it shall be recorded to show that the employee was offered overtime an opportunity as required in Sections 13.5 (1) – (3).**
- (5) Nothing in this Section shall require the System to assign work on overtime that is not needed, or which can be accomplished by unit employees on a straight time

basis or at a lower premium rate. No employee shall be forced to take time off his regular schedule (unless notified within thirty-six (36) hours) to avoid the payment of overtime for hours worked outside his normal schedule.

- (6) Any employee who accepts an overtime assignment, or is required to work overtime, and who fails to report as scheduled may be subject to disciplinary action as the circumstances warrant.

Section 13.6 Overtime Pay:

Overtime pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate shall be paid for all work performed in excess of eight (8) hours in a payroll day or forty (40) hours in a payroll week. For this purpose, vacation days shall be considered as completed days of work of eight (8) hours each.

Section 13.7 Call-In Pay:

An employee called in to work on a non-scheduled day shall be guaranteed not less than four (4) hours work at the appropriate hourly wage rate and in compliance with overtime provisions of Section 13.6.

Section 13.8 Night Shift Premium:

Employees ~~regularly~~ scheduled to work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a 11% premium on their regular hourly wage for all straight time hours worked during said twelve-hour period. Overtime hours worked during said twelve-hour period shall be calculated at the rate provided in Section 13.6.

Section 13.9 Non-duplication:

There shall be no duplication or pyramiding of overtime or premium pay. Work compensated at overtime or premium rates shall not be counted further for any purpose in

determining overtime or premium pay under the same or any other provision of this Agreement.

Section 13.10 Inclement Weather Absences:

(a) Whenever, due to inclement weather, the Governor of the Virgin Islands excuses government employees from work, the Chief Executive Officer of the System shall expeditiously investigate conditions at the System in order to determine which employees of the System may be similarly excused without loss of pay or other benefits. It is expressly understood that only the Chief Executive Officer, or his/her designee, shall have the authority to excuse employees of the System from the obligation of reporting to or remaining at work.

(b) Any employee not excused pursuant to subsection (a) above who fails to report for work shall be charged leave without pay except when, as exclusively determined by management, said employee is prevented from reporting for work by weather conditions which (i) cause a cut-off of all roads between the employee's location and the workplace, or (ii) create a clear and present danger to the employee's person, home or a member therein, in which event the absence shall be charged against the employee's accumulated annual leave. Proved misrepresentation of facts shall be just cause for dismissal. It is understood that this policy shall apply to all employees of the System on an equal basis.

Section 13.11 Secondary Employment:

While the System does not object to employees holding positions with other employers, the System's work must take priority and such secondary employment may not interfere with the operating personnel requirements of the System. Regardless of any secondary employment, employees shall be expected to report for or remain at work, both normal schedule and overtime, as required by the System.

ARTICLE XIV
PERSONAL PERIODS AND LUNCH PERIODS

- A. An employee on an eight (8) hour shift, who is required to work more than six (6) consecutive hours without a meal break shall be entitled to a hot meal or fifteen (\$15.00).
- B. An employee who works more than two hours beyond his eight (8) hour workday shall be entitled to a hot meal or fifteen dollars (\$15.00), provided none was given pursuant to Section A.
- C. An employee who works more than fourteen (14) consecutive hours in a workday without a meal or meal break shall be entitled to two meal allowances of fifteen (\$15.00) each, or (\$30.00) provided none was given pursuant to Section A.
- D. An employee who forfeits his meal period in order to leave early shall not be entitled to a meal allowance.

ARTICLE XV
SHIFT SCHEDULES

The right to establish or discontinue second and/or third shifts is reserved exclusively to the System, and:

- (a) All shifts beginning between 6:00 a.m. and 10:00 a.m. inclusive shall be considered first shifts;
- (b) All shifts beginning between 3:00 p.m. and 7:00 p.m. shall be considered second shift;
- (c) All shifts beginning between 10:00 p.m. and 3:00 a.m. inclusive shall be considered third shifts.

It is recognized that variations from established scheduled shifts may be necessary and that the System has the right to make such variations when required by production needs, but it shall notify the Shop Steward and the employee in advance of the change and the reasons therefore.

ARTICLE XVI

SENIORITY

Section 16.1 Seniority Defined:

System seniority is defined as an employee's length of continuous service with the System from his first date of hire. Job classification seniority is defined as an employee's length of service in his job classification; however, an employee newly assigned to a classification must have satisfactorily completed his training period before he receives his job classification seniority in his new classification.

Section 16.2 Part-Time, Temporary and On Call Employees:

Part-time, Temporary, and On-Call employees shall not accrue any seniority rights over permanent full-time employees. Temporary and On-Call employees may be discharged or laid off as exclusively determined by the System without obligation to rehire. Permanent part-time employees may be laid off only for cause or in order of the seniority among part-time employees within the classification of as otherwise provided in this Agreement.

- (a) A part-time employee is any employee who is regularly scheduled to work more than fifteen (15) but less than thirty-two (32) hours in a payroll week.
- (b) A temporary employee is any employee who is hired for an indefinite period on a non-permanent basis for a specific task.
- (c) On Call Employees are employees sporadically called into work on an "as needed" basis for specific purposes who, in the ordinary course of events, shall not be employed for more than fifteen (15) hours per week except in an emergency or during the production or telecast of a special event.

Section 16.3 Applicability of Seniority:

Seniority shall be used to determine the relative rights of employees within the bargaining unit as expressly set forth in this agreement and for no other purpose.

Section 16.4 Seniority Lists:

The System shall within thirty (30) days after the signing of this Agreement furnish the Shop Steward and the Union with a seniority list showing the System seniority dates for all employees within the bargaining unit. One copy shall be posted on the bulletin board. During the term of this agreement the list shall be revised and posted annually by the System and the Shop Steward and the Union shall be provided with a copy of the revised list. Errors in any posted seniority list must be brought to the attention of the System in writing within thirty (30) calendar days following posting of the list, otherwise the list shall be deemed to be correct and shall not thereafter be subject to modification and any action based on the listed seniority shall not be subject to later protest.

Section 16.5 Probationary Period:

A new employee and an employee rehired after a break in continuous service shall have no seniority and may be laid off or discharged in the sole discretion of the System (without any right by the employee or the Union to resort to the grievance or arbitration procedure) during the first six (6) months of his or her employment and shall during that period be considered a probationary employee. Upon completion of the probationary period each employee shall be accorded seniority extending back to his or her last date of hire.

Section 16.6 Termination of Seniority:

The employment relationship and seniority shall be terminated for all purposes when an employee:

- (a) Quits or retires;
- (b) Is discharged for cause and not reinstated;

- (c) Is absent exceeding the period for which a leave of absence has been granted or extended in writing, or obtains a leave of absence under false pretenses;
- (d) Does not perform work for the System (except for military service) for a period in excess of twelve (12) months or the length of the employee's service when the absence began, whichever is shorter;
- (e) Is absent for three (3) consecutive working days without notifying the System (however, an employee must notify ~~the~~ his/her supervisor, ~~the~~ Human Resources ~~Director~~, or in the absence of those two, any other management officer, before he is going to be absent);
- (f) Accepts other employment during a leave of absence unless agreed to in writing by the System except as provided in Section 8.4; or
- (g) Fails to report for work, after being off due to a compensable industrial injury or accident, within three (3) working days after release for work by his doctor.

Section 16.7 Reduction in Work Force:

- (a) In the event of an extended reduction in work force, which lasts for more than two (2) payroll periods, the following procedure shall be followed:
 - (1) Temporary, part-time, and probationary employees within the department and classification affected shall be laid off first;
 - (2) Then, within the classification affected, the employee(s) with the least amount of classification seniority shall be laid off or cut back from their classification, as the case may be; and the System shall seek to place such employees in an open job(s) within the System for which they are

qualified until returned to their original classification.

- (3) Then, an employee who is subject to lay-off or cutback from his classification shall be entitled to displace:

(i) An employee with less System seniority in a lower or lateral classification to which the senior employee was previously assigned on a permanent basis and which the senior employee is able to properly to perform without additional training; or if no job is available under this paragraph, then

(ii) The least senior employee anywhere else in the System in a lower or lateral classification in which the senior employee is able to properly perform without additional training.

- (4) An employee who is not placed in accordance with the procedure set forth above shall be laid off from the System. Employees to be laid off, except in cases of emergency or due to circumstances beyond the System's control, shall be given advance written notice of the lay off at least one payroll period prior to the effective date of the layoff.

- (5) An employee who is laid off or cut back shall be recalled or reassigned to his or her permanent job when work therein is available on a continuous basis for more than two (2) payroll periods. If more than one employee is subject to such recall or reassignment, System seniority shall apply.

- (6) For purposes of this Section, an employee promoted to a new classification shall retain his seniority in his old classification until he is permanently assigned to his new classification.

- (b) For short-term reductions in work force, the employees in the affected job

classification(s) shall be laid off or cut back without the right to displace employees

in unaffected job classifications; however, any jobs remaining shall be filled during the short-term reduction by the senior qualified employees in the classification.

- (c) In all transfers under this Section, the employee must have the skill, ability, and physical fitness to perform the work to be done without additional training.

Section 16.8 Recall from Layoff:

- (a) An employee shall be recalled by certified mail, return receipt requested, sent to the last address for the employee contained in the System's records. A copy of said recall notice shall be simultaneously sent to the Union.
- (b) An employee who fails to advise to the System within fifteen (15) workdays after mailing of the recall notice of the employee's intent to return to work shall be considered to have resigned from the System.

Section 16.9 Promotion and Filling of Permanent Vacancies:

Whenever the System determines to fill a permanent job classification vacancy, it shall utilize the following promotion procedures:

- (a) A notice shall be posted on the bulletin board for ten (10) scheduled workdays specifying the job classification opening. Any interested employee, who believes he is qualified, shall advise the Chief Executive Officer in writing of his/her interest and his/her qualifications within the ten (10) day period. In filling the vacancy, the System shall use seniority as the determining factor where, among the employees being considered, the skill and ability to satisfactorily perform the work is substantially equal.

In determining skill and ability, the System shall consider prior work experience on similar or related work, educational background, prior work and performance record with the System, special skills required, physical requirements of the position, and other factors deemed pertinent by the System to satisfactory performance. If no employee has bid successfully for the vacant position, the System can hire an employee from outside of the System or offer the job to any other employee in a lower or the same rate range provided he or she meets the qualifications. It is recognized that the System retains the right and privilege to select from all applicants and/or employees the person deemed best qualified for the position. The Employee who is not selected reserves the right to challenge the System's decision through the grievance and arbitration procedure set forth in this Agreement.

- (b) An employee selected for a vacancy pursuant to subparagraph (a) above shall be transferred as soon as practicable, giving consideration to operating needs, including training of a replacement. In any such interim, an employee may be temporarily transferred to fill the vacancy involved.
- (c) A successful bidder, including an applicant selected but who refuses the vacancy shall not be eligible to bid on another vacancy for six (6) months.
- (d) An employee may be transferred back to his former classification, within sixty (60) days when the System decides he has not met the performance or production standards in a classification to which he has been promoted. An employee transferred under the provisions of this Section shall within the first thirty (30) calendar days have the right to elect to return to a job in the classification from which he or she was transferred. Transfers under the provisions of this subsection shall

not be subject to the Grievance and Arbitration procedure.

- (e) There shall be no bidding to lateral or lower-rated job classifications, except for good cause acceptable to the System, such as physical impairment, health problems or situations of extreme hardship.
- (f) An employee laid off or cut back from a classification under Section 16.7 above, who retains his seniority and employment rights, shall be returned to his classification before an employee outside the classification is promoted into it or a new employee hired into it.
- (g) An employee may exercise his seniority to claim an opening in his job classification, on another shift, if he has the ability and qualifications to satisfactorily perform the work involved. Such shift preference request shall be made in writing and may not be exercised more than once per year without the agreement of the System. The shift transfer shall be permitted by the System only when it shall not adversely affect the efficient operation of the System.

Section 16.10 Transfers Out Of and To Bargaining Unit:

An employee who previously held a unit job or who is hereafter transferred from a unit job by the System to a position excluded from the bargaining unit shall retain and continue to accrue bargaining unit seniority for a period of three (3) years. If the System in its discretion later transfers the employee into the bargaining unit, he shall have and may exercise his or her accumulated seniority on the job classification which he left or if such job is no longer in existence, on one of as near equal skill requirements as practical.

Section 16.11 Inability, Physical Fitness, Illness, and Absenteeism:

Nothing in this Article shall be construed or applied to limit the System's right to demote or relieve employees of work because of inability, lack of physical fitness, chronic illness or

chronic absenteeism.

There shall be no disparity or treatment of application of this section.

Section 16.12 Bargaining Unit Work:

Employees excluded from the bargaining unit in Article II shall not normally perform the work done regularly by any member of the bargaining unit if that performance results in the replacement or layoff of a unit member.

Section 16.13 Types of Places of Work:

Seniority shall not give any employee preference within his classification for particular types of work or places of work, machines, or equipment.

Section 16.14 Disability Assignments:

In the event an employee because of age or physical inability is unable properly to perform all of his or her regular job duties, the System and the Union by mutual agreement in writing may reassign the employee to any other job which he or she is able properly to perform without regard to the seniority provisions of this Agreement.

ARTICLE XVII

WAGES

Section 17.1 Minimum Wage Rates:

The minimum hourly wage rate by classification which shall be effective during the term of this Agreement is set forth in Appendix A and made a part hereof.

Section 17.2 New or Changed Job Rates:

Whenever the System establishes a new job classification and whenever the content of any established job classification or classifications are substantially changed, combined, or modified by the System, it shall establish a temporary rate for the new or changed classification. A written copy of the temporary rate and job description shall be furnished to the Shop Steward and the Union. When the new or changed classification has been in operation for a period of one hundred twenty (120) days, either party, within the next thirty (30) days, may request negotiations pertaining to the rate for the new or changed classification. In the absence of such a request, the temporary rate shall become permanent for the duration of this Agreement. Any increase in the temporary rate, which is agreed to by the parties as a result of negotiation, shall be paid retroactive to the end of the initial one hundred twenty (120) day temporary rate period.

Section 17.3 Payday:

Employees, where practicable, shall be paid on Thursday or Friday of the week immediately following the close of a payroll period.

Section 17.4 Temporary Assignment Rates:

When needed, the System may temporarily assign employees to work operations other than those to which they are normally assigned. If the assignment is made to avoid layoff or cutback as a result of lack of work or a reduction in the work then from the time the assignment is made; the employee shall receive the rate he held at the time of transfer or the minimum rate

of the classification to which assigned, whichever is less.

If, however, the assignment is made solely for the convenience of the System, the employee's regular rate of pay shall be continued for the first two (2) weeks. If the temporary assignment exceeds two (2) weeks, the employee shall be paid at his regular rate of pay or the minimum rate of the job to which temporarily assigned, whichever is higher.

Section 17.5 Payroll Statement:

The System shall provide each employee, along with his or her wages, an itemized statement, including hours of work during that pay period, accumulated sick and annual leave and all deductions made from their wages. The System shall provide itemized statements on a bi-weekly basis.

ARTICLE XVIII
HEALTH, WELFARE AND RETIREMENT BENEFITS

Section 18.1 V.I. Government Benefits Made Applicable:

The health, welfare and retirement benefits received by employees of the executive branch of the Virgin Islands Government shall be provided under the same terms and conditions to the employees covered by this Agreement.

ARTICLE XIX
NO STRIKE - NO LOCKOUT

During the term of this Agreement neither the Union nor its agents or representatives shall authorize, encourage, promote or engage in, nor shall any employee encourage or engage in, any strike, picketing, or any other interruption of production or the operation of the System in any way, and the System shall not lockout any employees because of a labor dispute with the Union. Violation of any portion of this provision by an employee shall constitute just cause for discharge.

ARTICLE XX
ADDRESSES

Employees shall keep the System advised of their current mailing address and telephone number. Any notice sent to an employee's last address of record with the System shall be considered proper notice to the employee.

ARTICLE XXI **MISCELLANEOUS**

Section 21.1 Subcontracting:

The parties recognize the System's need to operate in the most efficient manner possible and the System's right to continue to contract out any work or operations as it may from time to time required. However, the System shall notify the Union of its decision to contract out or subcontract any basic work, which has been regularly performed for a substantial period of time by the employees, covered by this Agreement and the loss of which would directly cause the layoff of unit members then employed. Such discussion shall cover the reasons it is, or is not, economical, practical, or efficient for the System to continue to do the work involved.

The employees to be laid off shall be notified of the contract specifications and given an opportunity to bid on the work on a contract basis. Additionally, the System shall endeavor to have the employees to be laid off placed with the company awarded the contract, when the employees are not awarded the work on a contract basis. Nothing in this Agreement shall in any way limit the System's right to determine how and in what manner the work of the System shall be conducted or located.

Section 21.2 Rules and Regulations:

Except in the case of emergency, the System shall advise the Union of the issuance or modification of any labor related rule or regulation (including personnel policies) not less than five (5) working days prior to the effective date of same. Where a rule or regulation is issued or modified in an emergency, the Union shall be advised of same not later than the first work day following the effective date of issuance or modification.

Section 21.3 Employee Personnel Records:

- (a) An employee's annual performance report shall be discussed between the

Supervisor and the employee prior to signature. Where an employee disagrees with the rating, he has the right to request a review by checking the appropriate box on the rating form.

- (b) Any reports of a negative or positive nature placed in an employee's personnel record maintained by the employer shall be made known to the affected employee and, upon written request of the employee, shall be provided to the Union within five (5) working days of its insertion. Any response submitted by the Employee or the Union within thirty (30) calendar days shall also become part of the employee's personnel record.
- (c) In imposing discipline on an employee for violation of the System's Rules and Regulations or a term of this Agreement, the System shall not consider any prior infractions by the employee the records of which have been removed from the employee's personnel file. All records of prior infractions shall be removed from an employee's file one (1) year from the date of discipline for the last infraction, provided the employee has committed no other infractions during said year.

Section 21.4 Job Classification Modifications:

Whenever the System decides to combine or eliminate jobs, job classifications or job descriptions, it shall advise the Union five (5) working days in advance of said decision in writing prior to implementation, unless not otherwise feasible.

Section 21.5 Lunch Space:

The System shall provide an adequate, sanitary place where employees may eat meals.

Section 21.6 Non-Management Employee Direction:

Employees shall not be required to follow the instructions or orders of any person not recognized as being a part of the management of the System unless directed to do so in writing by the System.

The Union must be notified of any persons hired as a contractor or on consultant status that may have such authority and the length of time there are expected to be there.

Section 21.7 Travel:

An Employee required to do interisland travel, on behalf of the System where overnight is requested shall receive a per-diem of fifty dollars (\$50.00) per day for each day spent away from home. An Employee required to travel outside the United States Virgin Islands on behalf of the System where overnight stay is required shall receive a per-diem of seventy-five (\$75.00) per day for each day spent away from home. At the discretion of Management, for international travel, per diem shall be increased to match the country's exchange currency. If an employee is away from home for only part of the day, the per-diem shall be prorated. An Employee traveling on System business shall also be provided reasonable hotel accommodations and air travel. An Employee shall be reimbursed for ground transportation and other expenses incurred on System business, upon presentation of appropriate receipts or proof of expenditures. The System shall give at least two (2) days prior notice to an employee requested to travel overnight, except in cases of emergencies or unforeseen circumstances.

ARTICLE XXII

IN-SERVICE EDUCATION

Section 22.1 Further Education Encouraged:

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

Section 22.2 Mandatory Attendance at Workshop:

Attendance at In-Service Training, education workshops and conferences shall be mandatory for those employees duly advised. When an employee does not attend such training, he/she shall be subject to disciplinary action. Exceptions shall be made based on the following:

- (a) Personal Illness;
- (b) Illness or death in the immediate members of the family;
- (c) Vacation;
- (d) Other legitimate reasons/or absence which has been mutually agreed to in advance between the System and the employee.

Section 22.3 Regular Pay During Attendance:

If an employee is required to attend a workshop or conference, the employee shall be paid eight (8) hours at his regular rate of pay or forty (40) hours in any one (1) week.

Section 22.4 Overtime Pay During Attendance:

An employee who is required to travel for work assignments and work in excess of eight (8) hours in any one (1) day or more than forty (40) hours in any one (1) week, will be paid at the rate of one and one half (1 1/2) times the employee's regular hourly wage of all excess hours worked. Travel days will be considered work days.

Section 22.5 Attendance Record:

Accurate records of attendance and absences shall be maintained. Copies of said records

shall be given to the employee(s) concerned.

Section 22.6 Scheduling:

All classes, workshops and conferences shall be scheduled in advance and notice posted on the bulletin board.

Section 22.7 Tuition Reimbursement Program:

In an effort to encourage employees for further their education in areas of study relating to their field or employ, the System shall, subject to the availability of funds therefor, maintain a tuition reimbursement program for full-time employees meeting the following criteria:

- (a) The courses of study to be taken by the employee must relate to the employee's field of employ as exclusively determined by the System.
- (b) The courses must be taken at an accredited educational institution.
- (c) If the course is offered at more than one scheduled time, the employee must choose that schedule of classes, which shall 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 or her work schedule, the System shall 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 System's regular scheduling and performance or work.
- (d) Employees shall be released from work only after they have received approval of the course from the System and have presented evidence of their enrollment in the course to the System.
- (e) Upon completion of the course of study, the employee shall be reimbursed all tuition expense upon presentation of evidence to the System that the employee

received a passing grade of "C", its numerical equivalent, or better, or otherwise completed the course of study to the satisfaction of the educational institution attended; provided, however, employees who attend the University of the Virgin Islands may have their tuition expensed paid for in advance by the System upon execution of a demand promissory note by the employee payable to the Virgin Islands Public Broadcasting System in an amount equal to the tuition expensed advanced. Said promissory note shall be automatically canceled by the System's Chief Financial Officer upon presentation by the employee of evidence that the employee received a passing grade as defined above in the course or has withdrawn from the course without cost to the System.

Section 22.8 Other Education Leave:

If funds are not available for tuition reimbursement under Section 22.7, the System may grant an employee, who has been employed by the System for more than one (1) year, a Leave of Absence for educational purposes for a period not to exceed one (1) year, subject to the employee satisfying the criteria set forth in Section 22.7(a) (d). If the employee elects, this Leave of Absence shall be charged against accrued annual leave and the employee shall receive Annual Leave pay until that annual leave is exhausted, at which point the leave shall be without pay. Without such election, the leave shall be without pay.

Upon completion of the course of study, the System shall place the employee in his previous job and shall have his seniority bridged for the period of the leave upon presentation of evidence to the System that the employee received a passing grade of "C", its numerical equivalent or better, or otherwise completed the course of study to the satisfaction of the educational institution attended.

ARTICLE XXIII
CHANGE OF LAWS

If, at any time during the period covered by this Agreement, an express provision of this Agreement should be finally held to violate any valid law or decision applicable thereto, then that part of this Agreement shall forthwith be terminated, and renegotiated.

ARTICLE XXIV
TOTALITY OF AGREEMENT

This Agreement constitutes the entire agreement between the Union and the System and no alternation, 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 System and the Union. The System and the Union agree that each, during the negotiation any and all issues or questions concerning wages, hours, and other terms and conditions of employment, and the Union and the System waive for the entire term of this Agreement their right to negotiate any matter which was discussed or which was not discussed during the negotiation, except as provided in Section 7.4 of Article VII, the Grievance and Arbitration Procedure.

ARTICLE XXV
DURATION AND TERMINATION

This Agreement shall become effective **October 1, 2020 and** shall continue in full force and effect until midnight **September 30, 2023**, and from year to year thereafter, unless notice of termination is given in writing by either party hereto by registered or certified mail postmarked at least sixty (60) days but not more than ninety (90) days before midnight **September 30, 2023**, or any subsequent annual expiration date.

Provided, however, that even when timely notice has been given as provided above, neither party shall resort to strike or lockout in support of its bargaining demands until the contract has been terminated in accordance with the terms of this Article, and the party wishing to strike or lockout has given three (3) days advance written notice by certified mail of such intent to the other party to this Agreement and has otherwise complied with the provisions of the Public Employee's Relations Act.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this
_____ day of _____.

**VIRGIN ISLANDS PUBLIC BROADCASTING
SYSTEM (WTJX)**

BY: Jess Springette
Joss N. Springette, Esq.
Chief Negotiator

Dated: January 13, 2021

BY: Tanya-Marie Singh
Tanya-Marie Singh
Chief Executive Officer

Dated: 1/8/21

BY: Kyza A. Callwood
Kyza A. Callwood
Chairman, Board of Directors

Dated: 1/8/21

**UNITED STEELWORKERS
AFL-CIO, CLC ON BEHALF OF
LOCAL 8249**

BY: Thomas M. Conway
Thomas M. Conway
International President

Dated: 2/22/2021

BY: John E. Shinn
John E. Shinn
International Sec. Treasurer

Dated: 2/22/2021

BY: David R. McCall
David R. McCall
International VP Administration

Dated: 2/22/2021

BY: Fred Redmond
Fred Redmond
International VP Human Affairs

Dated: 2/22/2021

BY: Daniel Flippo
Daniel Flippo
District Director – District 9

Dated: 2.8-2021

BY: 

Gerard "Jerry" Jackson
Staff Representative

Date: 1.29.2021

BY: 

Sheryl S. Parris
President -Local Union 8249

BY: 

Tristian Jones
Committee Member

Date: 1/29/2021

APPENDIX A – WAGE AGREEMENT

The parties will meet three (3) months prior to the end of FY 2021 to discuss the wage reopener. However, the parties will not sign the wage reopener agreement until the System becomes aware of its actual appropriation. Any increase will be effective October 1 of each year.

FY 2021	FY 2022	FY 2023
\$1,500 One-time bonus	Wage Reopener	Wage Reopener

FY 2021 \$1,500 bonus incentive is subject to taxes with the following conditions:

- ~ Will be paid by March 31, 2021.
- ~ Except for employees who retire before the time of payout, the incentive will only be paid to employees who remain employed with the system at the time of payout.
- ~ Employees must adhere to all health and safety directives that were previously given and may be given in the future.