

COLLECTIVE BARGAINING AGREEMENT

between

**GOVERNMENT OF THE VIRGIN ISLANDS,
DEPARTMENT OF PLANNING and NATURAL RESOURCES,
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS,
and the DEPARTMENT OF HEALTH**

ENFORCEMENT OFFICERS

and

**UNITED STEEL, PAPER & FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION,
"UNITED STEELWORKERS"
AFL--CIO-CLC**

LOCAL UNION 8248 and 8249

**EFFECTIVE DATE: 10/01/2020
EXPIRATION DATE: 09/30/2024**

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PREAMBLE

THIS AGREEMENT is entered into this 1st day of October, 2020, by and
between the

DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS
DEPARTMENT OF PLANNING AND NATURAL RESOURCES
and the DEPARTMENT OF HEALTH
(ENFORCEMENT OFFICERS)

of the GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS, hereinafter referred to as the "Employer" or "Agency" or "Department" and the United Steel, Paper & Forestry, Rubber Manufacturing, Energy, Allied-Industrial & Service Workers International Union AFL-CIO-CLC, on behalf of Local Union 8248 & 8249 hereinafter referred to as the "Union" on behalf of employees of the bargaining units set forth in Article II - Scope and Recognition - of this Agreement. Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective October 1, 2020 – September 30, 2024.

ARTICLE I

PURPOSE

Section 1-1:

It is the purpose and intent of the parties to set forth certain agreements pertaining to terms and conditions of employment to be observed between the parties; to improve and promote the efficient functioning of the Department, to provide procedures for the prompt and equitable adjustment of grievances, to maintain good relations between the Employer and the employees; to insure the safety and welfare of all employees in the bargaining unit, and to foster and promote the best interests of the Employer and employees.

Section 1-2:

The Employer and the Union shall provide each other with 30-day notice as is reasonable under the circumstances on all matters in the administration of the terms of this Agreement including changes or innovations affecting the relations between the parties.

Section 1-3:

The parties agree to combine their efforts to combat absenteeism, and tardiness, and to promote good will among the Employer, employees and the Union.

Section 1-4:

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

ARTICLE II
SCOPE AND RECOGNITION

Section 2-1:

The Employer hereby recognizes the Union as the exclusive bargaining representative for all non-supervisory Enforcement Officers in the Department of Planning and Natural Resources, Department of Licensing and Consumer Affairs and the Department of Health, Public Employees Relations Board Case Numbers, which are made a part hereof;

AGENCY

DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS

CASE NO:

GRC-0013-80
1003-80

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

PERB-RC- 83-3
90-1

DEPARTMENT OF HEALTH

PERB-RC-98-01

Section 2-2:

Supervisors or any other managerial personnel shall not perform the work of bargaining unit employees, except in cases of emergency, or for instructional purpose.

ARTICLE III

UNION SECURITY

Section 3-1: Union Membership.

The Employer recognizes that right of any employee or future employee in the Bargaining Unit to become a member of the Union and shall not encourage, discourage, discriminate or in any way interfere with the right of any such employee to become or not to become a member of the Union.

Section 3-2: Union Security.

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

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

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

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

Section 3-3: Check-off.

The Employer agrees to establish and maintain a check-off procedure whereby the Employer, through the Department of Finance, shall make biweekly payroll deductions of regular periodic Union membership dues as designated by the International Secretary Treasurer of the Union. Membership dues shall be deducted on the basis of individually signed check-off authorization cards. Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues within 2 (two) pay periods subsequent to the receipt of such authorization card.

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

International Secretary Treasurer
United Steelworkers
AFL-CIO-CLC
Five Gateway Center
Pittsburgh, Pennsylvania, 15222

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

ARTICLE IV
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4-1:

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

- A. Directing and supervising the employees of this unit;
- B. Determining qualifications and standards for hiring and the content of examinations therefore;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting or discharging employees, subject to the provisions of this Agreement;
- D. Maintaining efficiency of operations;
- E. Determining methods, means and personnel by which the Employer's operations are to be conducted; and
- F. Taking such actions as may be necessary to carry out the mission of the public employer in time of emergency.

Section 4-2:

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

Section 4-3:

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

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5-1:

For the purpose of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties, as to the interpretation, application or compliance with the provisions of this Agreement. The following procedure, including arbitration, may be initiated by either party and shall be the exclusive means of settlement of all grievances arising under the Agreement, except for those involving classification matters which shall be processed pursuant to Title 3, Chapter 25, Sub-Chapter 3, of the Virgin Islands Code.

Section 5-2:

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

Section 5-3:

Should an employee believe he has a justifiable complaint under the terms of this Agreement; the complaint shall be handled in the following manner:

- A. Step 1. The employee shall discuss the complaint with his immediate supervisor. The employee may elect to have a shop steward present during this discussion. The supervisor shall render a decision, in writing, within seven (7) work days of said discussion, advising the employee and, where appropriate, the shop steward of this decision.
- B. Step 2. If the supervisor's decision is not acceptable to the employee and/or the Union, the employee and/or the Union must within ten (10) work days of the Step 1 decision, present, in writing, to the Division Head a request for reconsideration of the Step 1 decision. A meeting between the Division Head, the employee and shop steward shall be held to discuss the grievance within ten (10) work days after it has been presented. Within fifteen (15) work days after this meeting has been held, the Division Head shall advise the employee and/or the Union representative, in writing, of his decision.
- C. Step 3. If the Division Head's decision is not acceptable to the Union, then the Union, within ten (10) workdays after receiving the answer in Step 2, shall appeal

the decision to the Commissioner in writing. A meeting between the Commissioner or his designee, the Representative of the International Union, and the employee(s) shall be held to discuss the grievance within ten (10) work days after it had been appealed to the Commissioner. It is recognized that to accommodate the work schedule of the Representative of the International Union and the Commissioner or his designee, it may be necessary to extend the time limits for this Step 3 meeting. Therefore, it is agreed that should it be necessary to extend the limit of this Step 3 meeting, said time shall not be extended for more than twenty (20) work days from receipt of the Union's filing at Step 3. Within ten (10) work days after this meeting has been held, the Commissioner or his designee shall advise the Representative of the International Union, and/or the employee(s) of his decision in writing. The decision shall contain a brief summary of the proceedings and the statement of the Commissioner's position.

- D. Step 4. In the event of arbitration for the sole reason that the Employer has failed to observe the time limit of this Step 3, the Arbitrator's compensation and expenses shall be borne eighty percent (80%) completely by the Employer.

Section 5-4:

A grievance which alleges violations directly affecting a majority of the members of the agency's unit may be initiated by the Union at the Step 3 level of the grievance procedure outlined in this Article.

Section 5-5:

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

Section 5-6:

All grievances shall be presented promptly, no later than ten (10) work days after the employee or employees knew or should have reasonably known of the incident which gave rise to the grievance.

Section 5-7:

The time limits set forth in this Article shall be binding on the parties unless extended in writing and the processing of a grievance to arbitration shall not waive the rights of a party to

assert before the arbitrator that the grievance was untimely processed.

If the 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 the procedure by notifying the Department in writing. If the Department fails to process its response to a grievance within the time limits provided, the Union shall have the right of automatic appeal provided such appeal is made on a timely basis in accordance with this agreement. If the Department initiated the grievance, the role shall be reversed.

Section 5-8:

In the event a grievance remains unsettled under the foregoing procedures, the Representative of the International Union may, by written notice to the Commissioner within ten (10) work days of receipt of the latter's decision, appeal the matter to arbitration.

The Arbitrator shall be selected by mutual agreement of the parties. For the purpose of selecting an impartial Arbitrator, the parties will, within five (5) work days after the date of written designation of the grievance for arbitration, request from the Public Employees Relations Board a list of names and addresses of local impartial persons. The parties shall then make every effort to agree to one of the local persons on the list as the Arbitrator.

In the event the parties are unable to agree on a local Arbitrator within ten (10) work days of the exchange of the list, the parties acting jointly shall request the Federal Mediation and Conciliation Service to provide to the parties a panel of seven (7) arbitrators in accordance with the rules and procedures of the Service.

Each party, commencing with the one seeking arbitration, shall alternately strike one (1) name from the list and the name of the person last appearing on the list shall be designated as the Arbitrator and his appointment shall be binding on both parties.

The Arbitrator's compensation and expenses shall be shared equally by the parties except as otherwise provided for in this Article.

The Arbitrator shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.

The decision of the Arbitrator shall be final and binding on both parties to this Agreement and the grievant. It shall be rendered in writing, within thirty (30) days of the last hearing or submission of facts as provided herein.

Section 5-9:

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

Section 5-10:

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

Section 5-11:

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

Grievances arising from suspension, demotion or discharge may be appealed in writing directly to the Commissioner, within ten (10) work days of notice of such action. Such grievance shall be heard by the Commissioner or his designee, within ten (10) work days and written decision shall be submitted to the Union within seven (7) work days of the closing of the hearing. In the event the grievance remains unsettled, the Representative of the International Union may by written notice to the Commissioner, within ten (10) work days of receipt of the latter's decision, appeal the matter to arbitration as set forth in Section 8 of this Article.

If the Step 3 level decision upholds the suspension or discharge, and if the Union makes a timely appeal of such decision to arbitration, and if the arbitrator's award reverses or modifies the Step 3 level decision, then the employee's right to back pay for the period of time between the rendering of the Step 3 level decision and the issuance of the arbitrator's award, and the amount of appropriate back pay, if any, shall be an issue to be heard and determined by the arbitrator in his award.

ARTICLE VI

SENIORITY

Section 6-1: Seniority Defined.

- A. Service Seniority is defined as an employee's length of continuous service with the Government of the Virgin Islands from date of first employment or re-employment following a break in continuous service.

- B. Department Seniority is defined as an employee's length of continuous service with the Department or Agency from date of first employment or re-employment following a break in continuous service.

- C. Job Classification Seniority is defined as an employee's length of service in his job classification.

Section 6-2: Probationary Period.

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

Section 6-3: Application of Seniority.

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

Section 6-4: Seniority Lists.

Within thirty (30) days of the effective date of this Agreement the Employer shall furnish to the Union and post on the bulletin boards a full and complete list of all bargaining unit employees and their dates of hire, dates of service within the Department and their current job

classifications.

Section 6-5: Qualified employees on Layoffs.

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

Section 6-6: Termination of Seniority.

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

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

Section 6-7: Super Seniority.

Super Seniority shall apply to Local Union Officers and Shop Stewards who, notwithstanding their position on the seniority roster, shall have preferential seniority in the case of layoffs. The employees to whom Super Seniority shall apply shall be designated to the Employer in writing.

ARTICLE VII

PROMOTIONS AND TRANSFERS

Section 7-1:

Promotion is hereby defined as a move from a lower job classification to a higher job classification. The Employer shall fill job vacancies from within the Department before hiring new employees provided employees are available with the necessary qualifications to fill the vacant position.

Section 7-2:

Notice of all job vacancies shall be posted on all bulletin boards of the Department. This notice shall remain on the bulletin boards for ten (10) work days and shall include job title, salary grade and brief description of job duties including qualifications and necessary skills. An employee on an authorized absence of no more than forty-five (45) calendar days shall within ten (10) work days of his return to work be afforded an opportunity to bid on any job posting posted during the authorized absence.

Employees who are absent from duty during the posting period due to extended leave in excess of forty-five (45) calendar days shall receive notification of vacancies in their grade level or above.

Section 7-3:

Promotions shall be made on the basis of departmental seniority and qualifications to perform the work. In the event two or more employees have the same relative qualifications, the employee with the greatest departmental seniority shall be selected. An employee who is promoted shall be placed in the higher rated job for a trial period of sixty (60) calendar days, subject to an extension of thirty (30) calendar days at the option of the Employer. If, in the judgment of the Employer, the employee does not perform satisfactorily the duties of the new position, he may be returned to his former position at any time within the trial period. The employee may choose to return to his former position at any time within the trial period, without loss of seniority in his former position.

Section 7-4:

For the purposes of this Article, an employee promoted to a new classified position shall retain his classification seniority in his old classification until he is permanently assigned to his new classification.

Section 7- 5:

Transfer of employees made solely for the convenience of the Department to replace an employee who is on a paid or unpaid leave of absence may last for the duration of such leave of absence.

Section 7-6:

An employee may apply for and receive a transfer to a position of another classification within the same salary grade. Such transfer shall be made upon request of the employee at the discretion of the Employer. An employee so transferred shall receive the same salary as in his former position.

Section 7-7:

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

ARTICLE VIII
REDUCTION AND RESTORATION OF FORCE

Section 8-1: Reduction in Work Forces.

In the event of a reduction in force, the following procedure shall be followed:

- A. Probationary employees in the affected job classification shall be laid off first, with seniority taking precedence.
- B. If it is necessary to make additional reductions in the work force, employees in the affected job classification (or classifications) shall be laid off in reverse order of their job classification seniority.
- C. An employee to be laid off may elect to be placed on layoff or to bump an employee with less Departmental seniority in a job classification or equivalent or lower salary grade, the duties of which the senior employee is able to perform properly without additional training.

Section 8-2: Notification of Layoff.

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

Section 8-3: Recall from Layoff.

An employee shall be recalled from layoffs in the reverse order in which he was laid off provided he has the ability to do the required work without additional training.

Employees shall be notified of recall by certified mail, return receipt request, to the employee's last address contained in the Department records. Simultaneously, a copy of said notification shall be given to the Local Union.

Employees who fail to notify the Department within ten (10) work days after the receipt of the above recall letter of their intention to return to work within ten (10) work days shall be considered terminated provided that the Employer shall extend the notification period for a valid reason.

ARTICLE IX

RATES OF PAY AND CLASSIFICATION

Section 9-1: Salary Increases and Application.

1. The union agrees to waive all retroactive pay and any rights to negotiate for wage increases for the fiscal years 2016, 2017, 2018, and 2019 for all members of the bargaining unit;
2. The terms of wage increases shall be October 1, 2020 to September 30, 2024;
3. In settlement of wage increases for Fiscal Year 2021, effective October 1, 2020 each Enforcement Officer shall be moved on the new pay plan based on his/her years of service as an Enforcement Officer as of October 1, 2020 (See Appendix "A" Pay Plan attached);
4. Effective October 1, 2021, all bargaining unit members shall be compensated on the current pay plan according to their years of service as an Enforcement Officer as of October 1, 2021 (See Appendix "A" Pay Plan attached);
5. Effective October 1, 2022, all bargaining unit members shall be compensated on the current pay plan according to their years of service as an Enforcement Officer as of October 1, 2022 (See Appendix "A" Pay Plan attached);
6. Effective October 1, 2023, all bargaining unit members shall be compensated on the current pay plan according to their years of service as an Enforcement Officer as of October 1, 2023 (See Appendix "A" Pay Plan attached);
7. This agreement is not effective unless ratified by the membership of the Enforcement Officers from the Department of Licensing & Consumer Affairs, the Department of Health, and the Department of Planning and Natural Affairs.

Section 9-2: Specifications and Classifications.

- A. The job position titles including series and the corresponding job grades shall be those set forth in this Agreement.
- B. In the event of an amendment or revision of a job specification, the compensation of the incumbent shall not be reduced.
- C. Any change in a job specification or classification shall be reported to the Union in writing thirty (30) days in advance of its effective date.
- D. Employees shall receive a copy of their job specifications, indicating the duties and responsibilities upon the date of hire. Employees shall not be required to

perform work which is unrelated to their job specifications.

Section 9-3:

In the event of any assignment to a higher classification made solely for the convenience of the Department 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 percent (10%) or the minimum rate of the labor grade to which he is temporarily assigned, whichever is higher, commencing with the second payroll period from the assignment.

ARTICLE X
HOURS OF WORK AND OVERTIME

Section 10-1: Workweek.

- A. Employees shall be scheduled to work a normal period of forty (40) hours within the work week, beginning at 8:00 a.m. on Monday and ending at 5:00 p.m. on Friday, except for those employees currently occupying positions that are scheduled to begin or end at times other than specified herein. Each work day shall consist of eight (8) consecutive hours, excluding the lunch period.
- B. Docking
Employees shall be docked only for the amount of time they arrive on the job late after any applicable grace period. Any docking of time will be from annual leave first, then sick leave, and finally leave without pay. However, no actual time shall be deducted from an employee's leave until the employee has accumulated thirty (30) minutes or more in a pay period, which accumulation shall not extend into a succeeding pay period.
- C. Time Off in lieu of Holidays
If a paid holiday falls on an employee's scheduled day off, they shall receive a day off in lieu of such holiday. An in-lieu-of day shall be granted at a time most desired by the employee, if, in the discretion of the Agency Head, the public service of the Department shall not suffer thereby; provided, however, that an in-lieu-of day earned shall be granted within six (6) months after the date upon which such time was earned. Time off earned in lieu of a holiday shall be recorded in a separate category.

Section 10-2: Overtime Pay.

- A. Overtime at the rate of one and one-half times the Employee's straight time hourly rate of pay shall be paid for:
 - 1. Work performed in excess of eight (8) hours in any one (1) work day; or
 - 2. Work performed in excess of forty (40) hours in any one (1) work week.
- B. Overtime at the rate of two times the Employee's straight time hourly rate of pay shall be paid for:
 - 1. Work performed in excess of forty-eight (48) hours in any one (1) work week; or
 - 2. Work performed on holidays provided pursuant to the Virgin Islands Code,

Rules and Regulations, Executive Orders and/or directives in effect at the time worked.

Section 10-3: Call-Back Pay.

An employee who is recalled for work shall be guaranteed a minimum of two (2) hours pay at time and one-half his hourly salary rate.

Section 10-4: Night Differential.

An employee who is assigned to regular night duty that is regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a differential at the following rates:

- A. For night work of from 1 to 8 hours duration in a regular 8 hour shift, a differential of ten percent (10%) of his base rate of pay;
- B. For more than eight (8) hours of night work, a differential of fifteen percent (15%) of his base rate of pay; provided that the night duty assignment was not made at the behest of the employee.

Section 10-5: Exchange of Shifts

Officers may exchange shifts if in the opinion of management the changes do not interfere with the operations of the Department. Request for shift exchange must be approved by the Department.

ARTICLE XI

LEAVES OF ABSENCE

Section 11-1: Personal Leave

Without loss of seniority or other employment benefits, provided that such leave of absence does not unduly disrupt the operations of the Employer. Such leave of absence shall not exceed one (1) year.

An employee who provides advance written notification of absence from work shall be entitled to a leave of absence. Notification given at least twenty (20) work days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

Personal Leave Day

Each officer shall be allowed one (1) personal leave day annually to be taken at the discretion of the employee, subject to the approval of the Department.

Section 11-2: Union Business Leave.

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

Section 11-3: Convention Leave.

An employee who has been elected or appointed by the Union to attend the International Union Convention shall be granted six (6) days convention leave without loss of pay or deduction from annual leave. The Union shall provide thirty (30) days advance notice and recognizes that no more than one (1) employee per each agency shall be permitted within any year.

Section 11-4: Bereavement Leave.

An employee who suffers the death of his or her spouse, parents or legal guardian, step parents, children, step children, grandparents, grandchildren, brothers, sisters, step siblings, brother-in-law, sister-in-law, mother-in-law, and/or father-in-law shall be entitled to four (4) days bereavement leave without loss of pay or deduction from annual leave.

An employee who suffers the death of any other immediate family member shall be entitled to four (4) days bereavement leave without loss of pay or deduction from annual leave.

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

Section 11-5: Maternity/Paternity Leave

A. Within thirty (30) days after pregnancy is confirmed, an employee must provide to the Employer a medical certificate indicating (1) the expected date of delivery; (2) the date on which it is expected that she will no longer be physically able to perform her regular duties; and (3) that is expected that she can work until that date without risking injury to herself or the health of her unborn child. Upon presentation of said certificate the employee may apply for and shall be granted maternity leave to commence no later than the second date specified in the certificate unless otherwise indicated by a de facto situation. The employee shall provide to the employer a medical certificate attesting to the birth and/or adoption of a child.

B. Paternity leave may be granted to an employee who becomes a father of a newborn child or an adopting parent. Such leave shall be charged to sick leave and/or annual leave, and then leave without pay as approved by the employer.

C. To the extent available, an employee shall be permitted to charge any portion or all of her/his maternity/paternity leave to sick and/or annual leave. Where an employee has exhausted any sick or annual leave to which she/he might be entitled, the employee may charge her/his maternity/paternity leave to annual leave and thereafter to unpaid leave for a total of up to twelve (12) weeks unless a request for an extension is approved by the employer due to extenuating circumstances.

D. 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 her/his former position at the termination of leave.

Section 11-6: Family and Medical Leave Act (FMLA)

All employees are entitled to coverage pursuant to the Family and Medical Leave Act of 1993, Public Law 103-3 published February 5, 1993 and any subsequent amendments. An employee on annual leave pursuant to this Section shall continue to accrue annual leave, sick leave, and seniority. An employee on leave without pay shall continue to accrue only seniority and shall be reinstated to their position at the termination of leave.

Insurance coverage shall remain in force, provided that the employee on leave without pay contributes their share of premium cost.

ARTICLE XII
JURY AND WITNESS SERVICE

Section 12-1: Jury Service.

An employee shall be excused from duty without loss of pay or deduction from annual leave or sick leave for time required for jury service in the Superior Court or the District Court of the Virgin Islands (3 V.I.C. §586).

Section 12-2: Witness Service.

An employee who is subpoenaed to serve as a witness for the Government of the Virgin Islands shall be excused from duty without loss of pay or deduction from annual leave or sick leave for the time required for such witness duty.

ARTICLE XIII
MILITARY SERVICE LEAVE

Section 13-1:

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., §590).

Section 13-2:

An employee is entitled to leave without loss in pay, time or performance or efficiency rating for each day, not in excess of thirty (30) days in a calendar year in which he 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., §1524).

ARTICLE XIV

HOLIDAYS

Section 14-1:

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 of the Virgin Islands Government shall apply equally to employees covered by this Agreement.

Section 14-2:

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 Kings' Day |
| January 15 | Martin Luther King's Birthday |
| 3rd Monday in February | Presidents' Day |
| March 31 | Transfer Day |
| Holy Thursday | |
| Good Friday | |
| Easter Monday | |
| Last Monday in May | Memorial Day |
| July 3 | V.I. Emancipation Day |
| July 4 | Independence Day |
| 1st Monday in September | Labor Day |
| 2 nd Monday in October | Columbus Day & Puerto Rico Friendship Day |
| November 1 | Liberty Day |
| November 11 | Veteran's Day |
| 4th 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 Monday following shall be a legal holiday.

ARTICLE XV
SICK AND ANNUAL LEAVE

Section 15-1:

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, amended or revised, all sick and annual leave benefits applicable to employees of the Virgin Islands Government shall apply equally to the employees covered by this Agreement.

Section 15-2:

For the convenience of covered employees, the contents of selected provisions of the Virgin Islands Code pertaining to sick and annual leave are as follows:

A. Annual Leave (Title 3, Chapter 25, §582):

Notwithstanding the provisions of section 581 of this title, and except as provided in section 41 of Title 2 of this Code, all employees of the Government of the Virgin Islands, regardless of tenure, who enter Government Service after June 30, 1968 shall accrue annual leave as follows:

- (1) One-half day for each full biweekly pay period for an employee with less than 3 years of service;
- (2) Three-fourths day for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth day, for an employee with at least 3 but no more than 15 years of service; and
- (3) One day for each full biweekly pay period for an employee with 15 or more years of service.

Employees who return to the government service after an absence of no more than five years shall accrue leave at the rate accrued at the time of their most recent separation from the government Service unless such rates were less than specified above.

The word "employees" when used in this section shall include all Enforcement Officers in Department of Licensing and Consumer Affairs, Department of Planning and Natural Resources, and the Department of Health. The word "service" when used in this section shall include periods of active military service of up to ten years in the Armed Forces of the United States and periods of up to 10 years of Federal Government service in the Virgin Islands.

B. Sick Leave (Title 3, Chapter 25, §583):

(a) Except as provided in section 41 of Title 2 of this Code, all officers and employees of the Government of the Virgin Islands, regardless of tenure are entitled to sick leave which accrues at the rate of one-half day for each full biweekly pay period.

(b) A request for sick leave benefits or compensation shall be subject to the following:

1. Sick leave is a leave of absence from duty on account of sickness, injury or disability which incapacitates the employee for work. This includes medical, dental and optical treatment. Sick leave may be granted pursuant to prior request, in appropriate cases, or pursuant to request made after return to duty.
2. An employee must submit proof of sickness for any 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/her immediate supervisor that he/she will not be reporting for work that day due to sickness, injury or disability.
3. Supervisors shall keep accurate and complete records of all absences from duty by employees under their supervision, and of all reports of illness and request for sick leave by those employees. Any Supervisor who knowingly falsifies request for sick leave to be processed shall be subject to suspension or dismissal.
4. Proof of sickness for absence of two (2) or more consecutive days, or absence of the day immediately preceding or immediately following any weekend 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.
5. 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, certificate from a practicing physician, may also be required by a department or agency head in individual cases.

6. Whenever any employee has been granted sick leave pursuant to this Section for four (4) or more days, consecutive or non-consecutive, in any given fiscal year, proof of sickness for each instance of any further absence from work of any duration during the same fiscal year shall include a certificate from a practicing physician indicating the nature of the illness and certifying the employee was incapacitated from work.
7. 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.
 - (c) When required by serious disability or ailments, up to thirty (30) days sick leave may be advanced upon approval by the Commissioner or head of an agency.
 - (d) Sick leave which is not used by an employee accumulates for use in succeeding years.
 - (e) Any employee of the Government of Virgin Islands who has accumulated sick leave shall retain all rights to such sick leave upon separation from one department, commission or branch of the Government of the Virgin Islands and being re-employed in another department, commission or branch of the Government of the Virgin Islands; provided, however, that not more than six (6) months shall lapse between separation and re-employment. The provisions of this subsection shall apply if the employee is separated or separates from Government Service in order to enter the military service of the United States or to attend an institution of higher education except that in such case, not more than six (6) months shall lapse between separation from the military service and re-employment with the Government of the Virgin Islands or failure to enroll for the next academic session of the institution of higher education and re-employment with the Government of the Virgin Islands.

Section 15-3:

Annual leave shall be scheduled and shall be granted for periods of time requested by the employee if such time does not unduly disrupt the operations of the Agency. The employee shall be notified of any change in his scheduled vacation at least sixty (60) days prior to the starting date of said vacation. If two (2) or more employees request annual leave at the same time, the employee with the greatest seniority as it relates to total years of service with the Employer shall be given his choice of annual leave period.

Section 15-4:

If a holiday occurs during the work week in which annual leave is taken by an employee, the holiday shall not be charged to annual leave.

Section 15-5:

An employee who becomes ill during his annual leave shall not be charged annual leave for the period of illness provided he furnished proof of such illness to the Employer upon his return to work.

ARTICLE XVI
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, Sub-chapter VIII, entitled "Health Insurance";
- B. Chapter 27, entitled "Retirement";
- C. Chapter 25, entitled "Duty Connected Disability";
- D. Chapter 25, entitled "Miscellaneous Benefits," §641-645.

ARTICLE XVII
EVALUATION AND PERSONNEL RECORD

Section 17-1:

An employee's performance rating shall be discussed between the Supervisor and the employee prior to signature. Where an employee disagrees with a specific section or an overall rating, he has the right to request an informal review by the head of the Department. An informal review shall be held as soon as possible after such request and the employee may elect to have a Shop Steward present during such review.

Section 17-2:

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

Section 17-3:

For purposes of disciplinary action, no record which is more than one (1) year old may be considered.

ARTICLE XVIII
EDUCATION AND TRAINING

Section 18-1:

The Agency and the Union agree that the training and development of employees within the unit are matters of primary importance. The parties shall seek the maximum training and development of all employees, subject to the availability of funds.

Section 18-2:

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

Section 18-3: Reimbursable Costs and Stipends for DPNR Enforcement Officers

A. The Department of Planning and Natural Resources (“DPNR” or “Department”) will reimburse Officers for the fees required for the initial application and renewal of a captain’s license (OPV/6-pack) and rescue diver certification.

1. DPNR will determine the number of licensed boat captains and certified divers needed in each district.
2. Any officer wishing to obtain reimbursement for the license or certification must obtain approval from the Department prior to applying for the course.
3. DPNR has the sole discretion in determining which officers it will approve to obtain the license or certification.

B. The Officer will receive a one-time lump sum payment of 5% of their base salary for captain’s license, subject to the availability of funds and approval of the course.

1. The Employee agrees to remain with the Department for two (2) years after receiving the initial captain’s license and one (1) year for each renewal.

Officers who do not remain with the Department for the required time after obtaining the license must repay the prorated portion of costs for each year.

Section 18-4:

If the workshop or conference is held outside the Department, but during the employee's regular working hours, the employee shall be paid at his regular rate of pay.

Section 18-5:

If an employee is required to attend a workshop or conference and said attendance causes

the employee to work in excess of eight (8) hours in anyone day, forty (40) hours in any one week, the employee shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly wage for all hours spent in attendance at the workshop or conference.

Section 18-6:

Accurate records of attendance and absences of the workshop or conference shall be maintained. Copies of said records shall be given to the employee(s) concerned, on request.

Section 18-7:

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

Section 18-8:

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

Section 18-9:

The Department shall post notices of job-related courses for all employees who have the requisite qualifications.

All newly hired officers shall be trained by their superiors, other agencies and third-party organizations relevant to the duties of each agency in the bargaining unit.

The Employer shall furnish annual firearms training for all officers, or as required by POST Administrative Rules. The equipment necessary for such training shall be provided by the Employer. The Department shall conduct annual seminars or workshops to provide all officers with an update of all relevant changes in the law.

Section 18-10: Tuition Reimbursement Program.

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

- A. The course (s) of study to be taken by the employee must relate to the employee's field of employ as exclusively determined by the Department;

- B. The course (s) must be taken at an accredited educational institution;
- C. If the course is offered at more than one scheduled time, the employee must choose the class schedule which shall least conflict with their employee's regular work schedule. If the employee is unable to obtain a class schedule which does not conflict with his work schedule, the Department shall release the employee from work without loss of pay for that period of time reasonably necessary to attend the class; provided, however, that said release does not unduly disrupt the Department's regular scheduling and performance of work;
- D. Employees shall be released from work only after they have received approval of the course from the Department and have presented evidence of their enrollment in the course to the Department; and
- E. Upon submission of evidence of enrollment and passing grade of C or better satisfactory completion of the course, the Department shall reimburse to the employee tuition costs and fees, including books and similar course materials, not to exceed \$500.00 per semester. No Employee shall receive tuition in full, pursuant to this contract, where such tuition has been paid by scholarship or grant. However, if a scholarship or grant does not fully cover the tuition, the Department or Agency shall make up the difference.

Section 18-11: Study Leave Program.

Leave of absence with pay for study may be granted to an employee to improve his knowledge and skills in an appropriate field of study. Such leave shall not exceed twelve (12) calendar months subject to an extension for like period provided to no other employee within the agency has applied for such leave. Application for study leave shall be submitted by December 15 and notification of grant or denial of the application shall be made by March 1st.

An applicant must state his years in service in V.I. Government; period of leave sought; institution where study is to be pursued; plan of study and goal sought to be achieved. Applicant must have at least three (3) years continuing service in the Department immediately prior to the date of application in order to be eligible.

An applicant granted study leave with pay shall be obliged to submit interim academic progress reports signed by a responsible officer of the institution selected, and a final certificate of satisfactory completion of the study program. Failure to report satisfactory interim progress or final completion may be cause for withdrawal of leave status in whole or part.

An employee granted study leave is required to perform at least two (2) years' service with the Department following termination of such leave. If such employee resigns prior to the

expiration of said two (2) year period, the Employer may offset pro-rata the cost of the year's pay against any cumulative annual leave payment which may become due to the employee.

Section 18-12:

An employee who has completed his/her courses of study in a subject relevant to that of Enforcement Officers and graduated with a degree shall be paid a one-time, lump sum payments, subject to the availability of funds, as follows:

- (a) 5% of base salary for an associate degree;
- (b) 10% of base salary for a baccalaureate degree; and
- (c) 15% of base salary for a post graduate degree

ARTICLE XIX

UNION ACTIVITIES

Section 19-1: Negotiating Committee.

The Employer shall recognize members of the negotiating committee designated by the Union for the purpose of participating in contract negotiations. The Negotiating Committee shall suffer no loss of pay for reasonable work time spent in such activities only.

Section 19-2: Grievance Committee.

The Union shall establish a Grievance Committee for the St. Thomas/St. John District and for the St. Croix District. Each committee shall consist of not more than three (3) members of the Union.

A member of the Grievance Committee shall be granted reasonable administrative time without loss of pay to investigate and process a grievance including necessary meetings with Management Personnel for this purpose.

Section 19-3: Notice to Employer.

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

Section 19-4: Bulletin Boards.

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

Section 19-5: Union Access.

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

Section 19-6: Facilities.

Union members or representatives shall be permitted to use designated facilities on

Employer's premises to conduct Union business during non-working hours upon obtaining permission from the Department Head or designee.

Section 19-7: Telephones.

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

ARTICLE XX
LABOR-MANAGEMENT COMMITTEE

Section 20-1:

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

Section 20-2:

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

Section 20-3:

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

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

ARTICLE XXI
SAFETY AND HEALTH

Section 21-1:

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

Section 21-2:

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

Section 21-3:

First aid facilities shall be provided by the Employer to the extent necessary to provide adequate first aid for all employees. Employees shall be trained in C.P.R. An employee may be allowed time off from his regular duty for CPR Training.

Section 21-4:

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

Section 21-5:

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

The Employer shall furnish to the Union copies of any reports required by law.

Section 21-6:

The Employer and the Union shall form a safety committee which shall meet at reasonable times. The Grievance Committee shall represent the Union at such meetings.

Section 21-7:

All employees shall be entitled to time off to attend, on an outpatient basis, on-Island Alcoholism or Drug Addiction Treatment Centers without loss of pay or other benefits, subject to such reasonable rules and regulations as the Employer, in its discretion, may adopt, regarding time off for attendance, and to assure bona-fide attendance for treatment.

Section 21-8:

- A. No employee shall be required to perform his duties under unsafe and unhealthy conditions. Employees shall not be required to perform their duties or remain in areas where there are malfunctioning air conditioners and lack of proper ventilation or where there is inadequate light.

- B. Whenever there is no running water on the premises, employees shall be permitted to leave the building for a reasonable time, subject to reporting to their Supervisor.

ARTICLE XXII

PAYROLL STATEMENT

Section 22-1: Check-Stub Information.

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

Section 22-2: Accrued Year to Date Earnings and Deduction.

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

Section 22-3:

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

ARTICLE XXIII
COPIES OF AGREEMENT

The Employer and the Union agree to have the Agreement printed and distributed to all employees respectively in the bargaining unit within sixty (60) days of the execution of this Agreement. It is further agreed that proof copies of the Agreement shall be reviewed and approved by the Government and the Union prior to distribution.

ARTICLE XXIV
NON-DISCRIMINATION

Section 24-1:

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

Section 24-2:

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

ARTICLE XXV
NO STRIKES OR LOCKOUT

Section 25-1:

During the term of this Agreement there shall be no strikes or other work stoppage or lockout. Participation by employees in an act violating this section shall be cause for immediate disciplinary action.

Section 25-2:

In the event of a strike or other work stoppage or lockout in violation of section one (1) of this Article, the Employer shall notify the International Union of any such act by fax or email at the address shown below * and shall notify the Local Union by email or fax. Upon receipt thereof the Union shall instruct the employees engaged in such activity to end such strike or other work stoppage or lockout forthwith.

*International President
United Steelworkers
Five Gateway Center
Pittsburgh, Pennsylvania, 15222
Email: tconway@usw.org
Fax: 412-562-2405

*Local address:
United Steelworkers
P.O. Box 302129
St. Thomas USVI 00803-2129
And
P.O. Box 5972
Christiansted, Virgin Islands 00823
Fax: 340-779-7335
Email: jjackson@usw.org

ARTICLE XXVI
SAVINGS CLAUSE

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

ARTICLE XXVII
TOTALITY OF AGREEMENT

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

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

Section 28-1: Automation.

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

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

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

Section 28-2: Individual Contracts.

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

Section 28-3: Coffee Break.

All employees shall be entitled to one fifteen (15) minute coffee break in the morning and one fifteen (15) minute coffee break in the afternoon. Coffee breaks may be taken outside the office provided that the employee uses no more than the allotted fifteen (15) minutes.

Section 28-4: Use of Personal Vehicles.

No employee shall be required to use his personal vehicle on Department business unless compensated therefor, in accordance with applicable Executive Order. Personnel required to use public transportation of Departmental business shall be reimbursed therefor.

Section 28-5: Equipment, Supplies and Uniforms.

Equipment and Supplies

The Employer shall provide reasonable and adequate equipment and supplies to each employee for the proper performance of this duty. A specific inventory of need shall be considered by the Labor/Management Committee.

Uniforms

- A. Upon entry into the Department, each officer shall be issued equipment as outlined and listed in the Department's Rules and Regulations.
- B. All officers shall be issued six (6) pairs of slacks, six (6) shirts, and two (2) pairs of coveralls with Department emblems for the purpose of special assignments. In addition, each employee shall receive one (1) pair of safety deck shoes for boat patrol. Uniforms and shoes shall be replaced as needed, upon submission of damaged items.
- C. The Employer shall replace when necessary one (1) dress uniform consisting of one (1) jacket, one (1) pairs of pants and one (1) a white shirt. The replacement of a uniform is subject to the availability of funds.
- D. The Employer agrees to furnish appropriate bullet proof vests and bullet proof floatation vests for all officers.
- E. Each enforcement officer shall receive an annual uniform maintenance allowance of \$400.00 of which half (½) shall be payable on the last day of the second (2nd) quarter of the fiscal year and the remaining half (½) shall be payable on the last day of the fourth (4th) quarter of the fiscal year.
- F. All equipment issued shall be returned to the Employer upon termination of employment for whatever reason. The employee is liable for all shortages and/or damages due to the employee's negligence.

Section 28-6: Emergency Duty Transportation and Compensation.

In the event that the Governor or his designee proclaims a state of emergency as a result of a natural disaster and an employee is required to report to his duty station while all non-essential employees remain on paid administrative leave from duty, he shall be provided with transportation from home to his usual place or other station and return. Such employee shall be paid time and one-half (1-1/2) for the time required to perform his duties during the period of emergency. In addition, such employee shall receive a meal allowance for eight (8) consecutive hour of reported work or a meal allowance not to exceed (\$20.00) dollars at the discretion of the employer.

Section 28-7: Overtime Meal Allowance.

Any employee who is required to work two (2) or more hours past his regular scheduled shift shall be furnished a meal with beverage or meal allowance of \$20.00 at the Employer's expense and discretion on or before his tenth hour of work.

Section 28-8: Rotating Shift.

All employees who are on a regular rotating shift shall not be scheduled to work within sixteen (16) hours of the previous shift; except on the day the shift changes, unless there is an emergency.

Section 28-9: Employee Lounge.

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

Section 28-10: Identification Tags.

Each employee shall be furnished with a suitable identification tag which shall be worn at all times during working hours.

Section 28-11: Secured Facility.

A locker or other secured facility shall be provided for each officer at headquarters.

Section 28-12: Statutory Benefits.

In accordance with applicable law, any officer who is injured while acting in his official authorized capacity shall be compensated and entitled to all statutory benefits as though he was performing his regular duties. Such benefits shall include: Workmen's Compensation; Duty Disability; Death Benefits; and Group Health Insurance.

Section 28-13: Vehicle Emergency Equipment.

The Employer agrees to furnish all vehicles with first aid kits and fire extinguishers, flares and other related equipment.

Section 28-14: Patrol Vehicles.

Patrol vehicles that exceed seventy thousand (70,000) miles or seven (7) years of service whichever one comes later, shall be replaced by the Department or Agency. The Employer is required to perform regular maintenance on the vehicles.

Section 28-15: Physical Examination.

When an employee is required by the Employer to take a physical examination, the cost, if any, shall be borne by the Employer.

Section 28-16: Off-Duty Compensation.

An employee, who is required during his off-duty hours to appear in Court or Office of the Attorney General or Office of the U.S. Attorney on behalf of the Government, shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate for the actual number of hours involved; except that compensation shall not be less than three (3) hours in any case.

Section 28-17: Personal Property/Equipment

Authorized personal equipment of an employee that is lost or damaged in the performance of official duty shall be replaced or repaired, or its monetary value reimbursed to the employee by the Employer within a reasonable time provided that such loss or damage did not result from the employee's negligence and said authorization is in writing.

Replacement or repair of personal property of an employee and that is lost or damage in the performance of official duty, shall be limited to \$250.00.

Section 28-18:

Upon separation from government service, each employee covered by this agreement shall return all government issued property in his/her possession to the department. Failure to return said property/equipment shall result in the employee being charge the replacement cost.

ARTICLE XXIX

DURATION AND TERMINATION

Section 29-1:

This Agreement shall become operative at 12:01a.m. of the first (1st) day of October, 2020 and shall expire at midnight of the thirtieth (30th) day of September, 2024. If the parties do not negotiate a successor agreement prior to the expiration, the Agreement will continue on a day-to-day basis, unless either party notifies the other party in writing at least 72 hours in advance of its intent to cancel the extension.

Section 29-2:

This Agreement shall have no effect and shall be unenforceable unless signed by the Governor of the Virgin Islands. Every effort will be made to ensure that all of the required signatures to the Tentative Agreement and CBA are affixed within a reasonable period of time. Any portion of this Agreement requiring legislative action to permit its implementation by providing additional funds, therefore, shall not become effective until the Legislature of the Virgin Islands has enacted the appropriate legislation.

Section 29-3:

This Agreement shall be reopened for negotiations relative to wages and benefits only, upon forty-eight (48) hour notice by either party. The parties shall meet within seventy-two (72) hours of such notice. All other provisions of this Agreement shall remain in full force and effect except Article XXV - NO STRIKE OR LOCKOUT shall not apply in the event of a dispute arising from said negotiations.

Section 29-4:

The Government is fully aware of the social and economic consequences of layoffs. The Government shall therefore continue to make every effort to improve its fiscal position by all means, including the collection of outstanding accounts receivable, before resorting to layoffs. The Government also agrees to meet and discuss with the Union any such plans prior to implementation.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the date signed.

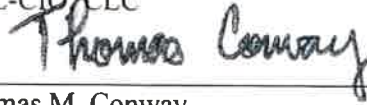
GOVERNMENT OF THE VIRGIN ISLANDS



Ross N. Springette, Esq.
Chief Negotiator

Date: August 11, 2021

UNITED STEEL WORKERS
AFL-CIO CLC



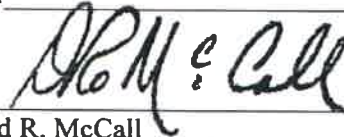
Thomas M. Conway
International President

Date: _____



John E. Shinn
International Secretary/Treasurer

Date: _____



David R. McCall
International Vice President (Admin.)

Date: _____



Fred Redmond
International Vice President, Human Affairs

Date: _____



Daniel Flippo
Director, District 9

Date: 9.14-2021

APPROVED



Albert Bryan, Jr.
Governor, U.S. Virgin Islands

Date: 12/29/21



Gerard "Jerry" Jackson
USW, Staff Representative

Date: August 16th 2021

Sheryl Parris

Sheryl Parris
President, Local Union 8249

Date: 13 August 2021

James Frederick

James Frederick
President, Local Union 8248

Date: 8-16-21

Jonathan Marius

Jonathan Marius
Committee Member

Date: 8/15/21

Karen Warner-Gonzalez

Karen Warner-Gonzalez
Committee Member

Date: 8/13/2021

Tavin Gumbs

Tavin Gumbs
Committee Member

Date: 8.13.2021

APPENDIX A – PAY PLAN

WAGE AGREEMENT

Between

GOVERNMENT OF THE VIRGIN ISLANDS,
DEPARTMENT OF PLANNING and NATURAL RESOURCES,
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS,
and the DEPARTMENT OF HEALTH (ENFORCEMENT OFFICERS)

and

UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION,
"UNITED STEELWORKERS"
AFL--CIO-CLC

LOCAL UNION 8248 and 8249

WHEREAS, the United Steelworkers ("Union") represents non-supervisory Enforcement Officers in the Department of Planning and Natural Resources, Department of Licensing and Consumer Affairs and the Department of Health (collectively "Government"); and

WHEREAS, the Government and the Union are parties to a Collective Bargaining Agreement ("CBA") for Enforcement Officers with an effective date of October 1, 2012, and an expiration date of September 30, 2015; and

WHEREAS, the CBA has been extended on a day-to-day basis by the mutual agreement of the parties; and

WHEREAS, members of this bargaining unit are compensated based on their years of service as an enforcement officer with the Government;

WHEREAS, the parties have completed negotiations on wages; and

WHEREAS, the parties to this Agreement endeavor in good faith to implement wage increases that will improve the quality of life for the existing employees and provide competitive salaries to attract applicants needed to fill the vacant positions in the Government.

WITNESSETH


NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound, the Government and Union, agree to the following:

8/9/21

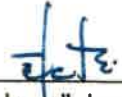
1. The union agrees to waive all retroactive pay and any rights to negotiate for wage increases for the fiscal years 2016, 2017, 2018, 2019 and 2020 for all members of the bargaining unit;
2. The terms of wage increases shall be October 1, 2020 to September 30, 2024;
3. In settlement of wage increases for Fiscal Year 2021, effective October 1, 2020, each Enforcement Officer shall be moved on the new pay plan based on his/her years of service as an Enforcement Officer as of October 1, 2020 (See Appendix "A" Pay Plan attached);
4. Effective October 1, 2021, all bargaining unit members shall be compensated on the current pay plan according to their years of service as an Enforcement Officer as of October 1, 2021 (See Appendix "A" Pay Plan attached);
5. Effective October 1, 2022, all bargaining unit members shall be compensated on the current pay plan according to their years of service as an Enforcement Officer as of October 1, 2022 (See Appendix "A" Pay Plan attached);
6. Effective October 1, 2023, all bargaining unit members shall be compensated on the current pay plan according to their years of service as an Enforcement Officer as of October 1, 2023 (See Appendix "A" Pay Plan attached);
7. This agreement is not effective unless ratified by the membership of the Enforcement Officers from the Department of Licensing & Consumer Affairs, the Department of Health, and the Department of Planning and Natural Affairs.
8. Bargaining unit members shall not be entitled to movement on the pay plan after the expiration date of the Agreement unless agreed to by the parties or a new Agreement is negotiated.
9. This agreement becomes final and binding only upon full execution by those below who represent that they have the requisite authority to enter into this Agreement.

GOVERNMENT OF THE VIRGIN ISLANDS

UNITED STEELWORKERS



Joss Sprinette, Chief Negotiator
Office of Collective Bargaining
Date: August 9, 2021



Gerard "Jerry" Jackson
USW, Staff Representative
Date: August 6th, 2021

APPROVED:



Honorable Albert Bryan, Jr.
Governor of the Virgin Islands

Date: 8/30/21

*****END*****

PAY PLAN
 UNITED STEELWORKERS - ENFORCEMENT OFFICERS
 Effective October 1, 2020

| | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| \$41,000.00 | \$41,615.00 | \$42,230.23 | \$42,872.81 | \$44,150.00 | \$45,483.77 | \$46,848.28 | \$48,238.73 | \$49,701.94 | \$51,197.98 | \$52,728.13 | \$54,310.00 | \$55,938.30 | \$57,617.48 | \$59,346.00 | \$61,126.38 | \$62,960.17 | \$64,848.96 | \$66,794.45 | \$68,798.28 | \$70,174.25 | \$71,577.73 | \$73,009.28 | \$74,469.47 | \$75,958.86 |

APPENDIX A

GOVERNMENT OF THE VIRGIN ISLANDS


 Jon N. Springs, Esq.
 Chief Negotiator
 Date: July 8, 2021

UNITED STEELWORKERS


 Gerard "Jerry" Jackson, Staff Representative
 United Steelworkers
 Date: July 7th, 2021

APPROVED:


 Honorable Albert Brown, Jr.
 Governor of the Virgin Islands
 Date: 8/30/21

APPENDIX B – USW Check-Off Authorization Card

UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Employer _____

20

Facility _____

Date _____

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to John E. Shinn, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, 60 Boulevard of the Allies, Pittsburgh, Pa. 15222.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No. _____ Signature _____

Witness _____
Form 530

Check No. _____
(ORIGINAL FOR EMPLOYER)

20

PLEASE PRINT CLEARLY

First Name _____

Middle Initial _____

Last Name _____

**UNITED STEELWORKERS (USW)
AFL-CIO-CLC**

Local Union No. _____

I hereby request and accept membership in the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (also known in short as "United Steelworkers" or "USW"), and of my own free will hereby authorize the USW, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters including contracts which may require continuance of my membership in the United Steelworkers, as a condition of my continued employment.

Date: _____ Signature _____

Name: _____

Street Address/Postal Office Box No. _____

City _____

State _____

Zip Code _____

Telephone Number: () _____

E-Mail: _____

Employer: _____

Facility: _____

Department: _____

Initiation fee \$ _____ paid.

UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Employer _____

20

Facility _____

Date _____

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to John E. Shinn, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, 60 Boulevard of the Allies, Pittsburgh, Pa. 15222.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No. _____ Signature _____

Witness _____
Form 530

Check No. _____
(LOCAL UNION COPY)

20