

COLLECTIVE BARGAINING AGREEMENT

between

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF AGRICULTURE

and

OUR VIRGIN ISLANDS LABOR UNION
(OVILU)

EFFECTIVE DATE: October 1, 2019
EXPIRATION DATE: September 30, 2024

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name or set of initials.

TABLE OF CONTENTS

ARTICLE NUMBER	TITLE	PAGE Number
	PREAMBLE	3
I	RECOGNITION	4
II	PAYROLL STATEMENT	5
III	HOURS OF WORK/PAYROLL PERIOD	6
IV	UNION SECURITY	8
V	MANAGEMENT RIGHTS AND RESPONSIBILITIES	10
VI	FRINGE BENEFITS	11
VII	UNION BUSINESS LEAVE	17
VIII	SENIORITY AND LAYOFFS	18
IX	GRIEVANCE AND ARBITRATION PROCEDURE	22
X	NO DISCRIMINATION	27
XI	EMPLOYEE PERSONNEL RECORD	28
XII	HEALTH, SAFETY AND SANITATION	29
XIII	UNION REPRESENTATIVES & SHOP STEWARDS' ACTIVITIES	31
XIV	DISCIPLINE AND DISCHARGE	33
XV	IN-SERVICE TRAINING AND CONTINUING EDUCATION	35
XVI	EDUCATION AND TRAINING	38
XVII	PROMOTIONS, DEMOTIONS AND TRANSFERS	39
XVIII	RATES OF PAY	41
XIX	LABOR-MANAGEMENT COMMITTEE	44
XX	MISCELLANEOUS PROVISIONS	45
XXI	NO STRIKES OR LOCKOUTS	51
XXII	HEADING FOR CONVENIENCE ONLY	52
XXIII	SAVINGS CLAUSE	53
XXIV	TOTALITY OF AGREEMENT	54
XXV	DURATION AND BINDING EFFECT	55
	SIGNATURE PAGE	56
	Wage Agreement	

PREAMBLE

This agreement entered into this ____ day of _____, _____, by and between the Department of Agriculture of the Government of the U.S. Virgin Islands, hereinafter referred to as the "Employer" or "Department" and OUR VIRGIN ISLANDS LABOR UNION (OVILU), hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer, employees covered by this Agreement, and the Union, and to provide for equitable and peaceful adjustments of differences which may arise.

In consideration of the mutual covenants, conditions and agreements hereinafter contained, the parties hereto mutually agree as follows

ARTICLE I
RECOGNITION

Section 1:

The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees in the Department of Agriculture as herein listed who hold the personnel positions as certified by PERB.

Excluded are confidential, managerial and supervisory employees as defined by Act 4440 and unclassified and exempt positions as defined in Title 3, Chapter 25, Section 45 a, b and c of the Virgin Islands Code or as defined by law.

Section 2:

- A. The Employer agrees to notify the Union, in writing, when new employees are to be hired. The Union shall have the right to send applicants who are certified and eligible for the job or jobs in accordance with Personnel Policies and Procedures.
- B. This provision shall not be deemed to require the Employer to hire Union applicants or to preclude the Employer from hiring employees from other sources. The Employer, or other authorized Government entity, reserves the right to pass on the qualifications and experience of all applicants for employment.
- C. A copy of NOPA of all newly hired employees will be sent to the Union, within thirty (30) work days of execution of the NOPA by all parties.

ARTICLE II
PAYROLL STATEMENT

Section 1:

The Employer agrees to provide the Union with written notice when an employee has been removed from the payroll.



ARTICLE III
HOURS OF WORK/PAYROLL PERIOD

Section 1: Definition of Working Day

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

Section 2: Work Week

- A. A work week, for purpose of this agreement, consists of seven (7) consecutive calendar days computed from 12:01a.m. on Sunday and ordinarily consist of forty (40) hours worked in a Monday to Friday schedule.
- B. The standard payroll period for employees shall begin at 12:01 a.m. on Sunday and end at 12:00 p.m. midnight on the second consecutive Saturday. It shall consist of ten (10) eight (8) hour work days. An employee shall be granted four (4) off days within the payroll period, and at least two (2) of which shall be consecutive.

Section 3: Overtime Pay

Wages at the rate of one and one-half (1½) times the employee's straight time hourly wage rate shall be paid in the following instances, providing overtime has been approved in writing by the Agency Head and Designee of the unit:

- A. Work performed in excess of eight (8) hours in any one (1) Work Day;
- B. Work performed in excess of forty (40) hours in any one (1) Work Week.

Wages at the rate of two (2) times the employee's straight time hourly wage shall be paid for work performed in excess of forty-eight (48) hours in a Work Week.

Section 4: Distribution of Overtime Work

- A. When the Employer determines that work must be done on overtime, it will be authorized in writing, in advance, by the Agency Head or Designee. The Employer will give advance written notice of the overtime when requiring Employees to work overtime, except in cases of emergency.
- B. Nothing in this section shall require the Employer to assign work on overtime that is not needed or which can be accomplished by employees on a straight time basis. No employee shall be forced to take time off his regular schedule to avoid the payment of overtime for hours worked outside his/her normal schedule.
- C. 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.
- D. Upon the request of an employee, the supervisor shall provide a copy of the approved overtime hours worked to such employee before submitting them to payroll.

ARTICLE IV
UNION SECURITY

Section 1: Union Membership

The Employer recognizes the right of any employee in the bargaining unit to become a member of the Union and will not discourage, discriminate or in any way interfere with the right of any such employee or future employee to become and remain a member of the Union in good standing.

Section 2: Union Dues

- A. The Employer agrees to establish and maintain a check-off procedure whereby the Employer shall make bi-weekly payroll deductions of regular periodic union dues, initiation fees, and payment-in-lieu of dues of an amount equal to 1.3% of each union member's hourly base rate of pay but not less than ten (\$10.00) dollars. Such deductions shall be based on an employee's written authorization to do so, submitted to the Employer by the Union. The Union reserves the right to change the amount of dues herein during the term of this Agreement after reasonable notice to the Employer.
- B. ALL MEMBERS OF THE BARGAINING UNIT REPRESENTED BY OUR VIRGIN ISLANDS LABOR UNION, WHO ARE NOT MEMBERS OF THE UNION ARE REQUIRED BY LAW TO MAKE A PAYMENT-IN-LIEU OF DUES TO THE UNION. THE AMOUNT OF SUCH FEES SHALL NOT BE HIGHER THAN DUES DEDUCTED FROM UNION MEMBERS AND WILL BE DEDUCTED FROM THE PAY OF EACH SUCH EMPLOYEE UNDER AUTHORIZATION PROVIDED FOR THIS PURPOSE. THE REASONABLENESS OF THE AMOUNT MAY BE APPEALED TO THE PUBLIC EMPLOYEES RELATIONS BOARD, P. O. BOX 25435, GALLOWS BAY, ST. CROIX, U. S. VIRGIN ISLANDS, 00824-1435.

Section 3:

An employee who is a dues paying member of the Union shall continue to pay dues to the union for the term of this Agreement. All monies as dues or initiation fees or payment-in-lieu of dues shall be forwarded to the Union with a list of names and social security numbers of the employees from whose wages deductions have been made, and showing the amount of individual deductions. Said deductions shall be transmitted to the Union, by check payable to:

OUR VIRGIN ISLANDS LABOR UNION
P.O. Box 8624, Sunny Isles
St. Croix, Virgin Islands 00823

Section 4:

The Union agrees to indemnify and hold harmless the Government of the Virgin Islands in those cases in which the Government is obligated to disburse any sum of money for having discharged an employee at the request of the Union for failure to pay Union Dues, Payment-in-lieu of dues and/or initiation fees.



ARTICLE V
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1:

The Government as Employer shall have the right 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 thereof;
- 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;
- F. Taking such actions as may be necessary to carry out the mission of the public employer in times of emergency;
- G. Any departmental or managerial function not limited by the terms of this Agreement is reserved to the Employer.

Section 2:

- A. The Employer shall have the right, in its discretion, to adopt, amend, revise or revoke any job description or classification in the best interest of the department, subject to the provisions of this Agreement.
- B. In the event of an amendment or revision of job description, the compensation of the incumbent shall not be reduced.

Section 3:

The Employer reserves the right to establish and enforce reasonable rules and regulations governing employment responsibilities of employees. Such rules and regulations and all amendments thereto shall be made known to all employees, and to the Union within, but not less than two (2) working days in advance, and the application of such rules, regulations and amendments shall not be discriminatory or inconsistent with this Agreement.

ARTICLE VI
FRINGE BENEFITS

Section 1: Holidays

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

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

Section 2: Annual Leave

- A. Employees shall be granted the amount of vacation time requested and approved provided he/she has sufficient accumulated leave to cover the vacation period and such leave does not interrupt the regular operations of the Agency.
- B. Notwithstanding the provisions of section 581 of Title III, and except as provided in Section 41 of Title II of the V.I. 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 (1/2) day or four hours (4 hrs) for each full bi-weekly pay period for an employee with less than three (3) years of service;
 2. Six hours (6 hrs.) day for each full bi-weekly pay period, except that the accrual for the last full bi-weekly pay period in the year is one and one-fourth (1 1/4) days or ten hours (10 hrs) for an employee with three (3) but less than fifteen (15) years of service; and
 3. One (1) day or eight hour (8 hrs) for each full bi-weekly pay period for an employee with fifteen (15) or more years of service.

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

The following section of Title 3, Chapter 25 shall also apply:

- \$587 "Payment for Accumulated or Accrued Leave Upon Separation from service";
- \$588 "Refund Upon Re-Employment Before Expiration of Period Covered by Leave Payment";
- \$589 "Payment for Accumulated and Accrued Leave to Survivors of Deceased Personnel".

Section 3: Vacation Leave Policy

The Department shall develop an annual leave vacation policy and a procedure for processing application for annual leave. Such procedure shall include a specific period of time within which to approve/disapprove a request for annual leave. Employees whose requests for annual leave are denied, shall be advised in writing of the reasons for the denial. Such employee shall be provided with the opportunity to select alternative dates for taking of annual leave. The employer shall submit a copy of its annual leave policy to the union office.

Section 4: Sick Leave

- A. Except as provided in Section 41 of Title II of the V.I. 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 (1/2) day for each full bi-weekly pay period.
- B. Proof of sickness shall be subject to such regulations as the Governor may prescribe. As of the date of this agreement said rules and regulations are as follows:

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. Supervisors shall keep accurate and complete records of all absences from duty by employees under their supervision, and of all reports of illness and requests for sick leave by those employees. Any supervisor/employee, who knowingly falsifies request for sick leave to be processed, shall be subject to suspension or dismissal.
3. Proof of sickness for absence for three (3) 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.
4. Proof of sickness for 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 head in individual cases.
5. Whenever any employee has been granted sick leave pursuant to this Section for four (4) or more instances 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.

6. 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 Designee.

D. Sick leave which is not used by an employee accumulates for use in succeeding years.

Section 5: Jury Duty

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 Court or the District Court of the Virgin Islands. However, should the employee be released from jury duty at/or before 12:00 noon, the employee shall be required to return to work.

Section 6: Bereavement Leave

An employee who suffers the death of his or her spouse, parents or legal guardians, mother-in-law, father-in-law, children, grandparents, brothers, sisters, sister-in-law, brother-in-law, stepfather, step mother, step children, and step siblings shall be entitled to four (4) days administrative leave with pay. This leave shall be taken within the period immediately following the death and one week after the burial.

An employee who suffers the death of aunts, uncles and other immediate family shall be allowed to utilize annual leave for bereavement purposes.

Section 7: Military Leave

All personnel of the Government of the Virgin Islands, including personnel of authorities, independent boards, agencies and other instrumentalities of the Government of the Virgin Islands, who are members of an active reserve unit of any branch of the armed services 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.

Section 8: Maternity Leave

- A. Within thirty (30) days after pregnancy is confirmed, an employee must provide to the Employer a medical certificate indicating (1) the date on which it is expected she will no longer be physically able to perform her regular duties; and (2) that it is expected that she can work until that date without risking injury to herself or the health of the unborn child. At such time as the employee desires to go on maternity leave, she shall (except in cases of emergency) apply for said leave not less than two (2) payroll periods prior to her intended departure date. In no event shall an employee apply for such leave later than two (2) payroll periods prior to the date shown on the latest medical certificate to be the date past when she may not work without risking injury to herself or the unborn child. Upon application as provided above, the employee shall be granted maternity leave as hereinafter provided.
- B. To the extent available, an employee shall be permitted to charge any portion or all of her maternity leave to sick leave. Where an employee has exhausted all sick leave to which she might be entitled, the employee may charge her maternity leave to annual leave and thereafter to leave without pay.

- C. An employee on sick or annual leave pursuant to this section shall continue to accrue annual leave, sick leave and seniority. An employee on leave without pay pursuant to this section shall not accrue annual leave and sick leave.

Section 9: Leaves of Absence

- A. Employees, for good cause, may be granted leaves of absence without pay and without loss of seniority or other employment benefits, provided that such leaves of absence do not unduly disrupt the operations of the Employer.
- B. Such leaves of absence shall be for a limited time, not to exceed thirty (30) days, unless such period is enlarged or extended at the request of the employee and with the agreement of the Employer not to exceed one (1) year.
- C. Only employees who provide advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) work days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

Section 10: Family Medical Leave Act

The Employer shall post the FLMA notice on all bulletin boards within the various facilities in both Districts.

ARTICLE VII
UNION BUSINESS LEAVE

Section 1:

An employee officially designated in writing by the Union to attend a Union conference, convention or training session will be granted a leave of absence without pay for such purpose (not to exceed five (5) work days in each instance), if the employee's absence will not unduly impair the Department operations.

No employee will be granted more than two (2) such leaves in any calendar year, and not more than two (2) employees for each district may be off on such leave at one time. Seniority shall accumulate during such leave. At the employee's option, this leave may be charged against the employee's annual leave.

Section 2:

Upon the written request of the Union, the Department head or Designee may grant an employee a leave of absence without pay, not to exceed six (6) months, for the purpose of full time employment with the Union. At the conclusion of said leave, the employee shall have the right to return to his or her former position.

ARTICLE VIII
SENIORITY AND LAYOFFS

Section 1: Seniority Defined

Service Seniority is defined as an employee's length of continuous service with the Department from his original date of hire or from the date of his return to the Department after a break in seniority as hereinafter defined in Section 8.

Job Classification Seniority is defined as an employee's length of service in his/her job classification. An employee assigned to a new classification must complete his probationary period before he receives his new job classification and seniority retroactive to the first date of assignment; however, during said probationary period, service seniority shall continue to accrue.

Section 2: Probation

All employees, during the first 180 days of employment, are probationary employees. Said 180-day period shall be referred to in this Agreement as the Probationary Period. Probationary employees shall have no seniority rights and may be discharged by the Employer and may be laid off without obligation to rehire. Upon completion of the probationary period, the employees shall accrue service and job classification seniority retroactive to date of hire.

Section 3: Part-Time and Temporary Employees

Part-time and temporary employees shall not accrue any seniority rights. A part-time employee is any employee who is regularly scheduled to work less than twenty (20) hours in a payroll week.

Section 4: 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.

Section 5:

For the purpose of economic lay-off, recall or bumping, service seniority shall govern, except where otherwise provided. For the purposes of transfers for the convenience of the Department, job classification seniority shall govern, except where otherwise provided.

Section 6: Reductions in Work Force

A. Procedure

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

1. Temporary, part-time and probationary employees in the affected job classification shall be laid off first and in that order.
2. If it is necessary to make additional reductions in the work force, employees in the affected job classification(s) shall be laid off in reverse order of their job classification seniority.
3. An employee to be laid off may elect to be placed on lay-off or to bump an employee with less service seniority in a job classification of equivalent or lower wage rate where the employee to be laid off has previously been assigned on a permanent basis or where the duties of which the senior employee is able to perform properly without additional training.
4. An employee who elects to bump shall have the same rights as though he/she was initially displaced in the lay-off.
5. For the purpose of this section, an employee promoted to a new classification shall retain his classification seniority in his old classification until he is permanently assigned to his new classification.

B. Notification from Lay-Off

Employees to be laid off shall be notified by the Department at least ten (10) working days in advance of the date of lay-off. Such notice shall be in writing and a copy thereof shall be sent to the Union at the address set out in Article IV. An employee receiving said notice shall be entitled to his/her full compensation during the notice period.

C. Recall From Lay-Off

1. An employee shall be recalled from lay-off in the reverse order

which he was laid off provided he/she the ability to do the required work without additional training.

2. Employees shall be notified of recall by certified mail, return receipt requested, to the employee's last address contained in the Department records. Simultaneously, a copy of said notification shall be given to the division shop steward and will be sent to the Union at the address set out in Article IV. Employees who fail to notify the Department within ten (10) working days after the mailing of the above recall letter of their intention to return to work within ten (10) work days shall be considered terminated.

D. Classification Seniority List

Within thirty (30) days after the execution of this Agreement and on a quarterly basis thereafter, the Department shall furnish to the Union a full and complete list of all unit employees and their dates of hire and dates of service within their current job classifications; said list shall be referred to as the Seniority List. The Union or any employee who questions the accuracy of the list may do so within thirty (30) days after the posting of said list on all bulletin boards, together with a copy of this section of the contract by filing a written grievance with the Employer specifying the alleged inaccuracy or inaccuracies.

Section 7:

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

Section 8:

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

- A. Voluntarily resigns or retires;
- B. Is discharged for just cause and not reinstated;
- C. Fails to report to work after recall from lay-off pursuant to Section 6 (C) (2) of this Article;
- D. Is absent exceeding the period for which a leave of absence has been granted or extended in writing except for circumstances created by an Act of God;
- E. Obtains a leave of absence under false pretenses;
- F. Does not perform work for the Department for a continuous period of two (2) years, or the length of the employee's service when the absence began, whichever is shorter;
- G. Fails to report for work after being off due to a compensable industrial injury or accident within five (5) working days after his authorization to return to work by his doctor.

Section 9:

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

ARTICLE IX
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1:

For the purpose of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties as to their interpretation, application or performance of this Agreement.

Section 2:

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

Section 3: Step 3 Grievances

- A. Any grievance over a discharge, suspension or demotion shall be filed with the Department Head within three (3) working days after an employee is notified of the date of the discharge, suspension, or demotion or the grievance will be invalid. Such notification must be in writing and a copy shall be submitted to the employee, the Chief Shop Steward and the Union.
- B. In grievances involving discharge, suspension or demotion, a meeting between the Department Head (or his designee), the Chief Shop Steward/Shop Steward, the Union Representative and the employee shall be held to discuss the grievance within ten (10) working days after it has been presented to the Department Head. Within five (5) working days after this meeting has been held, the Department head (or his designee) shall advise the Union Representative, Chief Shop Steward and the employee of his decision in writing.

C. Union grievances disputing the interpretation or application of a particular provision of this Agreement by the Department which generally affects a group of employees shall be filed by the Union with the Department Head not later than ten (10) working days after the date the Union learns or should have learned of the Department's disputed interpretation or application of the Agreement provision.

D. Grievances covered by this Section shall be handled promptly, commencing at Step 3 of the grievance procedure.

Section 4: Processing of Other Grievances

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

Step 1: The matter will first be discussed between the aggrieved employee and the employee's immediate supervisor and the Deputy Commissioner or Designee in the presence of employees 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 Deputy Commissioner or Designee shall advise the employee and the employee's Shop Steward of his decision within three (3) working days after the discussion has taken place.

Step 2: If the Deputy Commissioner or Designee's decision is not accepted by the employee, and the Shop Steward, or the Union Representative within three (3) working days after receiving the answer in Step 1, may appeal the decision by presenting a grievance in writing to the Assistant Commissioner or Designee on a form which sets forth the facts and circumstances of the alleged grievance, the part of this Agreement alleged to have been violated and the relief sought. A meeting between the Assistant Commissioner or Designee, the Union Representative, the employee's Shop Steward shall be held to discuss the grievance within five (5) working days after it has been presented to the Assistant Commissioner or Designee.

Within five (5) working days after this meeting has been held, the Assistant Commissioner or Designee shall advise the employee, the Shop Steward and the Union Representative of his decision in writing.

Step 3: If the decision of the Assistant Commissioner or Designee is not accepted by the Union, the employee and/or the Shop Steward may appeal the decision to the head of the Department or Designee within five (5) working days after receiving the answer in Step 2 may appeal the decision from the Division Head to the head of the Department (or his designee).

Section 5: Demand for Arbitration and Selection of Arbitrators:

If the Department's final answer in Step 3 above and/or section 3B of this article is not satisfactory to the Union, within ten (10) working days after delivery of the Department's final answer the Union may file with the Department a written demand for arbitration signed by a Union Representative. When a demand for Arbitration has been presented, the parties shall informally attempt to select an impartial arbitrator. Either party may request the Public Employees Relations Board (PERB) of the Government of the Virgin Islands to supply both parties with a panel of five (5) impartial arbitrators. If the parties do not agree to allow PERB to provide a list of arbitrators, then either party may request the Federal Mediation and Conciliation Service to provide them with a panel of five (5) impartial arbitrators. Either party within five (5) working days of receipt of the list shall have the right to reject one entire list and request the submission of another panel. Thereafter, the Union shall make the first strike of a name and the Department shall then strike a name, 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 6: Date and Time of Hearing

The Arbitrator will set a date and time for the hearing of the case and must notify the parties, not less than ten (10) working days in advance of said hearing date, unless the parties, in mutual agreement, waive said notice in writing or modify the terms.

Section 7: 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.

Section 8: Effect of Arbitration Award

Any decision or award of an Arbitrator rendered within the limitation of the above section shall be final and binding on the Union, the Department and the employees, and enforceable in any court of competent jurisdiction.

Section 9: Arbitration Expense

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

Section 10: 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 rights of a party to assert before the Arbitrator that the grievance was untimely processed.



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

Section 11:

The failure of any party to attend an arbitration hearing as scheduled by the Arbitrator shall not delay said arbitration and the Arbitrator is hereby authorized to proceed to take evidence and to issue an award as though such party were present.

Section 12:

The Arbitrator's decision/award shall be available within sixty (60) days of the last hearing or within thirty (30) days of the submission of facts as provided for in Section 5 of this Article.

Section 13:

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

If an employee is suspended for cause, his right to compensation shall continue until such time that the grievance is heard at the third step and Management has responded.

Article X
NO DISCRIMINATION

The Department and the Union agree that the provisions of this Agreement shall be applied to all employees covered by this Agreement without regard to race, creed, color, political belief, marital status, religion, sex, national origin, age or union membership or activity as may be provided by Federal and local law where applicable. It is specifically understood that there shall be no discrimination, nor any attempt by either party to cause the other to discriminate, in respect to hire, tenure of employment or any term of condition of employment against any applicant for employment or any employee covered by this Agreement because of race, color, creed, religion, sex, marital status, political belief, national origin, age, or union membership or activity as may be provided by Federal and local law where applicable.

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

ARTICLE XI
EMPLOYEE PERSONNEL RECORD

Section 1:

Any insertions of a negative nature in an employee's personnel record maintained by the Employer shall be made known to the affected employee and shall be made known to the Union within five (5) working days of its insertion. Any response submitted by the employee or the Union shall also become part of the Employee's personnel record. For purposes of disciplinary action and or promotional consideration, no record, which is over three (3) years old may be considered.

Section 2:

Any insertions of a positive nature shall be made known to the employee.

Section 3:

A copy of each member's Notice of Personnel Action ("NOPA") shall be sent to the Union office located at P. O. Box 8624, Christiansted, VI 00823, at the time it is presented to the employee.

ARTICLE XII
HEALTH, SAFETY AND SANITATION

Section 1: Safety Rules

- A. The Employer will comply with all applicable Occupational Safety and Health (OSHA) requirements and will make reasonable provisions for the health, safety and sanitary working conditions of its employees during the hours of their employment. The Employer will investigate and make every effort to correct any unsafe, unhealthy or unsanitary conditions reported to it by the Union or the employees and will give consideration to any recommendations made by the Union in respect thereto. All employees will follow the employer's health, safety and sanitation rules, including those on the wearing and use of safety equipment and proper work clothing.
- B. Each department shall be responsible for developing guidelines for dealing with the health and safety of the employees when there is a breakdown or failure of utilities. The guidelines shall be posted and made known to all employees.
- The Employer shall provide mandatory training opportunities to ensure effective job performance and the proper handling of equipment in those areas where equipment is utilized. The overall purpose of the training is to ensure safety in the workplace.

Section 2: Injuries

- A. An employee injured on the job shall be paid for the remainder of his work day 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. In the event of a bona fide work related medical emergency, use of the Employers vehicle by a qualified operator for the purpose of seeking medical attention for the injured employee shall be immediately reported to the personnel office, by the operator of the vehicle.
- C. Any employee who has been found to be negligent while operating a government vehicle, equipment or machinery that resulted in an accident involving damage to the Department's property shall be liable for the repair of the Department's vehicle, equipment or machinery upon final adjudication.

Section 3: Safety Equipment

Necessary protective devices to protect employees from injury and contamination shall be furnished by the Department at no cost to the employee in accordance with OSHA requirements. Any employee supplied with devices pursuant to this section shall bear the cost of its replacement or repair if lost or damaged by the employee's abuse or negligence.

Section 4: First Aid Facilities

First aid facilities shall be provided by the Department to the extent necessary to provide adequate first aid for all employees.

Section 5:

The Employer shall ensure that a Pre-task Visual Assessment of Land Preparation Services is conducted at the worksite prior to the beginning of any new job at the discretion of Management. All such assessments shall be documented and shall identify any potential health or safety hazards. All employees assigned to work at any location requiring Land Preparation Services shall be properly informed regarding working conditions at those sites and be furnished the appropriate personal protective equipment required by OSHA standards to perform such duties.

ARTICLE XIII

UNION REPRESENTATIVES' & SHOP STEWARDS' ACTIVITIES

Section 1: Shop Stewards

The Department shall recognize not more than two (2) chief shop stewards, one from each District, for the Department of Agriculture. There shall also be a shop steward and an alternate for each location/office. The chief shop steward shall be designated by the Union from among the shop stewards. The chief shop stewards and the shop stewards shall have the right to participate in the investigation, adjustment and disposal of grievances. The shop stewards shall suffer no loss of pay for work time spent in these activities.

Section 2: Notice to Department

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

Section 3: Bulletin Board

The Department shall provide an area for bulletin boards for the Union's use in areas conveniently accessible to employees. The Union shall maintain the boards for the purpose of notifying the employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union, as defined in Section 2 of this Article.

Section 4: Access

Officers or representatives of the Union and its affiliates shall be granted admission to the Department's facilities with prior notification, except in cases of emergency, at reasonable times during working hours, and at times which will not unduly disrupt operations for the purpose of investigation, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement. Union representatives shall comply with all applicable Department safety rules.

Section 5: Telephones

The use of a telephone for local calls shall be permitted the shop stewards for the purpose of investigating, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement.

Section 6: Contract Negotiations

At the commencement of negotiations for an extension or modification of this Agreement, the Union and the Department shall meet to determine the reasonable number of bargaining unit employees who will be released from their duties without loss of pay to attend bargaining as members of the negotiation committee.



ARTICLE XIV
DISCIPLINE AND DISCHARGE

Section 1: Rights of Discipline

The Department retains the exclusive right to discipline, discharge or suspend an employee for just cause.

Section 2: Disciplinary Procedure

Except as enumerated in Section 3 hereof, disciplinary action shall not be implemented and made part of employee's permanent personnel record until the employee shall have first been notified of the proposed disciplinary action and has had an opportunity to file a grievance on the proposed action and, if a grievance is filed, a decision on the disciplinary action to be taken has been rendered at Step 3 of the grievance procedure contained in Article IX, Section 3.

Section 3: Misconduct Warranting Immediate Disciplinary Action

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

- A. Theft; embezzlement or dishonesty;
- B. Fighting during working hours;
- C. Gambling during working hours;
- D. Consumption of alcoholic beverages during working hours; reporting for work intoxicated;
- E. Sale, purchase, or illegal use of narcotics or other forbidden drugs during working hours;
- F. Deliberate destruction or removal of the Department's property, or that of another employee;
- G. Giving or taking a bribe of any kind;
- H. Conviction of a felony; or
- I. Creating a hostile working environment by physical or verbal abuse and/or by threats and gestures.

The foregoing enumeration of causes for discipline is by way of illustration and shall not be deemed to exclude the Department's right to discipline an employee, up to and including discharge, for any other cause. Where the Department determines to discharge an employee for a cause not hereinabove enumerated, the Department shall have the right to suspend said employee at fifty percent (50%) of his/her regular rate of pay for a period of ninety (90) working days pending the processing of a grievance, if any, through the Grievance and Arbitration Procedure contained in Article IX. Payment shall cease if the grievant fails to file a grievance in a timely manner. If a grievance is filed but is unresolved after these thirty days, the Grievant shall be restored to his/her regular rate of pay pending final resolution of the matter. Any back pay resulting from such resolution shall not exceed the amount of pay actually lost.

Section 4: Complaint Confrontation

An employee shall have the right to respond orally or in writing to any complaint made against him to the Department. No disciplinary action shall be taken by the Department without an investigation and substantiation of the complaint. In any grievance arbitration the employee shall have the right of confrontation and cross-examination of his accuser.



ARTICLE XV
IN-SERVICE TRAINING AND
CONTINUING EDUCATION

Section 1:

Attendance at In-Service Training, Educational workshops and conferences is mandatory. 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 had been mutually agreed to in advance between the Department and the employee.

Section 2:

If the workshop or conference is held outside the Department but during an employee's regular working hours, employees will be paid as straight time worked.

Section 3:

Accurate records of attendance and absences shall be maintained. Copies of said records will be given to the employee(s) concerned.

Section 4:

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

Section 5:

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

Section 6: 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 establish and maintain a tuition reimbursement program for full-time employees meeting the following criteria:

- A. The course or courses 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 or courses must be taken at an accredited educational institution.
- C. If the course is offered at more than one scheduled time, the employees must choose that schedule of classes which will least conflict with the employee's regular work schedule. If the employee is unable to obtain a class schedule which does not conflict with his or her work schedule, the Department will release the employees 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 Department regular scheduling and performance of work.
- D. Employees will 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.
- E. Upon submission of evidence of enrollment and satisfactory completion of the course with a grade of C or better, the Department will reimburse to the employee tuition costs and fees, including books and similar course materials, not to exceed \$400.00 per semester. However, the Department Head may grant, in his discretion, additional reimbursement in appropriate cases.
- F. Employees may request and have granted expenses and fees to be paid for in advance upon execution of a demand promissory note and a voluntary payroll deduction assignment by the employee payable to the Government of the Virgin Islands in an amount equal to the tuition expense fees advanced, provided that in the event of failure to receive a passing grade of C or better, the employee may take the course a second time in the next academic year at

his/her own expense before demand for payment is made. Said promissory note and voluntary payroll deduction assignment shall be automatically canceled by the Commissioner upon presentation by the employee of evidence that the employee received a grade of C or better in the course.



ARTICLE XVI
EDUCATION AND TRAINING

Section 1: Study Leave Program

- A. Leaves of absence for study with pay 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 no other employee 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.
- B. Applicant must state:
1. Years of service in V.I. Government;
 2. Period of leave sought;
 3. Accredited Institution where study is to be pursued; and
 4. 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.

- C. 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 a withdrawal of leave status in whole or in part.
- D. An employee granted study leave is required to perform at least two (2) years' service with the Department following termination of such leave. If the employee resigns prior to the expiration of said two year period the Employer may offset pro-rata the cost of the years' pay against any cumulative annual leave payment which may become due to the employee.

ARTICLE XVII
PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1:

Promotion is hereby defined as a move from a lower job classification to a higher job classification. The Employer shall make every effort to fill job vacancies from within the Department providing employees are qualified and available with the necessary qualification to fill the vacant position, prior to the hiring of any transfer or new employees.

Section 2:

Notice of all job vacancies shall be posted on all bulletin boards of the Department. This notice will remain on the bulletin board for ten (10) working days and include Job Title, Labor Grade and brief description of Job Duties including qualification and necessary skills. Only those employees who make application during the ten (10) day period will be considered for the job and will be permitted to file a grievance against the final selection.

Section 3:

Promotions shall be made on the basis of seniority and qualification. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee who is promoted shall be placed in the higher rated job for a trial period of (90) days. In the event the employee does not successfully pass the trial period, such employee shall be returned to his former position without any loss of seniority.

Section 4:

Temporary assignment 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. Temporary assignment to fill a permanent vacancy on an interim basis shall last for a period of not longer than six (6) payroll periods.

Section 5:

In the event of a written assignment to a higher classification, made solely for the convenience of the Department, in excess of six (6) work days, the Employer shall pay the employee the rate of the higher classification for the duration of time of the work performed.

Section 6:

In the event of a transfer to a lower classification made solely for the convenience of the Department, the employee shall be paid at his regular rate of pay.

Section 7:

An employee may apply for and receive a transfer to a position of another classification within the same labor grade. Such transfer shall be made upon request of the employee at the discretion of the Employer.

Section 8:

The Union shall have the right to request the Department Head to request a desk audit on the skills, duties, authority or responsibilities of any position included in the bargaining unit.



ARTICLE XVIII
RATES OF PAY

Section 1: See Wage Agreement Attached.

Section 2: Credit for Prior Experience

It is agreed that for every two (2) years of prior verifiable work experience, employees in the following job classifications to be determined by and agreed by the Union and the Division of Personnel shall be credited with one (1) year of service for a maximum of seven (7) years.

Section 3: Reallocation

An incumbent of any position who is reallocated to a higher grade on the classification and pay system shall receive compensation at the first step within such higher grade that results in an actual increase in the compensation he was receiving at the time of his reallocation.

Section 4: Demotion or Bump Back

In the event of a demotion or bump back, an employee reduced to a lower position shall receive the same in-step salary of the lower position or his present salary, whichever is lower.

Section 5: Pay Plan

The Employer agrees to negotiate for the adoption of a new pay plan in replacement of the current pay scale.

It is understood and agreed that no new plan pursuant to this section shall be adopted or implemented without prior collective bargaining with the exclusive representative of the bargaining unit.

Section 6: Holiday Pay

When a holiday falls during the work week of a non-shift employee he shall be paid eight (8) hours pay for the holiday at his regular base rate of pay. If the employee is required to work on a holiday he shall be compensated at two times (2) his regular base rate of pay for such time worked.

Shift employees regularly assigned to work on Sunday shall not receive holiday pay for work on those days.

When a holiday falls on a shift employee's normal day off, he shall receive a day off with pay within the next payroll period in lieu of the holiday, except when the holiday falls on a Saturday.

Section 7: Call-Back Pay

A. In the case where an employee is called back to work after leaving the regular tour, or is called back to work during the scheduled time off, and such employee accepts, the overtime payment shall be made to said employee at the rate of one and one half (1 ½) times his/her regular rate with a guarantee of a minimum of two hours of pay. Time shall be computed from the time the employee called back. Subsequent call back(s) in each two (2) hour period shall constitute a single instance of call-back for purposes of overtime compensation. Pay under this provision is to be distinguished from pay for scheduled work performed on a holiday.

B. If an employee is called back to work on a holiday or from a vacation, said employee shall be guaranteed a minimum of two (2) hours and shall be paid at the rate of two (2) times his regular rate of pay.

Section 8: Equal Pay

Employees assigned to the same grade or job classification shall be paid at the same rate of pay, subject to Article V, Section 2(b).

Section 9: Shift 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 differential at the following rates:

A. For night work from 5 to 8 hours duration in a regular eight hour shift, a differential of ten percent (10%) of his basic rate of pay;

For more than eight hours of night work a differential of fifteen percent (15%) of his basic rate of pay; provided that the night duty assignment was not made at the behest of the employee.



ARTICLE XIX
LABOR-MANAGEMENT COMMITTEE

Section 1:

The Employer and the Union agree to establish a Joint-Labor Management Committee, consisting of four representatives from each side. The Committee will meet at the call of either side and not less often than once each calendar quarter. Minutes and proceedings of the meetings shall be kept by the Secretary. Agenda items will be submitted by either party three (3) working days in advance of each meeting.

Section 2:

An equal number of Union and Employer representatives will attend the scheduled meetings. Union representatives, who are also employees, will suffer no loss of pay for time spent in attendance at such meetings held during work time. The Chairperson and Secretary shall be rotated between the parties on an alternating basis.

Section 3:

The Joint Labor-Management Committee will have as its purpose and shall give consideration to such matters as: the interpretation and application of rules, regulations and policies; the correction of 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; the implementation of Equal Employment Opportunity and related matters; recommendations concerning conditions affecting the health and safety of the employees.

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



ARTICLE XX
MISCELLANEOUS PROVISIONS

Section 1: Employee Rights

All employees shall be entitled to all the rights, benefits and privileges of "career" or "classified" employees as that term is defined in V.I. Code.

Section 2: No individual Contracts

There shall be no individual contract between the Employer and any of the employees covered by this Agreement.

Section 3: Job Descriptions

- A. An employee shall receive a job description for his classification. Such job description shall indicate examples of the duties and responsibilities of the job classification. Employees shall not be required to perform work which is not directly related to his/her job description.
- B. Any change in a job description shall not be effective without prior notification to the affected employee and the Union.

Section 4:

Each employee in the bargaining unit shall receive an annual performance evaluation to be conducted by his or her immediate supervisor. Upon completion of an evaluation, the affected employee shall have the opportunity to review the same and shall retain the right to indicate in writing regarding his acceptance or disagreement in a space provided for either purpose. No performance evaluation shall be placed in an employee's personnel file without prior notice to the employee.

Section 5: No Discipline or Discharge Without Just Cause

No employee shall be disciplined or discharged without just cause.

Section 6: Random Drug Testing

All employees shall be subject to random drug testing in accordance with the Government of the Virgin Islands Drug Free Work Place Policy in the Employee Handbook and the Federal Drug Free Workplace Act Section 702 of USC Title 41.

Section 7: Health Card Renewal/Examinations

The Employer shall be responsible for the payment of fees for health cards and renewal examinations for all employees who are required and is performing work in the abattoirs of the Employer.

Section 8: Personal Periods

- A. Except for shift employees, an employee shall be allowed two (2) fifteen minutes personal periods. Each of these periods will be paid time. Said employees will also be allowed a specified amount of unpaid time off for lunch, which in no event shall be less than thirty (30) minutes nor more than sixty (60) minutes.
- B. Shift employees shall not have scheduled personal or lunch periods, but shall be continuously on-duty for the eight hour shift. These employees, consistent with good operations, will be permitted reasonable time for necessary personal or meal time. Meals will be eaten in designated areas near their work stations.
- C. A shift employee shall be at his work station ready to work at his starting time at the beginning of his shift and shall remain at his work station until the completion of his shift and until he has been properly relieved. In no event shall a shift employee be required to work longer than sixteen (16) continuous hours without his consent.
- D. An employee, when required and authorized by his Supervisor to work through his lunch period, shall be paid for the lunch period worked in accordance with the overtime and holiday provisions of this Agreement.



Section 9: Punch Clocks

Punch clocks shall be located in areas reasonably convenient to employees for the timely and proper reporting of in and out time.

Section 10: Time and Attendance Reports

Upon the request of any employee, the supervisor shall provide a copy of the time record and prior approved overtime hours worked to such employee before submitting same to payroll.

Section 11:

The Employer agrees to establish standard operating procedures for the operation of heavy equipment and other machinery.

Section 12:

When the Employer requires an employee to maintain licenses or permits necessary to perform the employee's assigned responsibilities, the Employer shall pay for the cost of maintaining such licenses or permits except basic private vehicle driver's licenses.

Section 13: Uniform Allowance

The Employer shall pay to each employee, who is required to wear a uniform the sum of Three Hundred Seventy Five Dollars (\$375.00) at the beginning of each Fiscal Year for the purchase of uniforms. Uniforms shall be prescribed by Departmental regulations.

Section 14: Uniforms

- A. Footwear: One (1) pair of industrial grade work boots (that meet or exceed OSHA standard) shall be issued to each equipment mechanic and heavy equipment operator and one (1) pair of rubber boots shall be issued to abattoir staff annually, at the discretion of Management, subject to normal wear and tear.
- B. Each abattoir staff shall be issued five (5) coveralls or jumpers and lab jackets and each garage employee shall be issued two (2) sets of coveralls. These uniforms are subject for replacement as needed, at the discretion of Management subject to normal wear and tear.



Section 15: Basic Hand Tools

Employees shall be required to have the basic hand tools of their trades or professions. The Employer shall provide all other tools or equipment including rubber boots, hard hats and goggles where applicable, at no cost to that employee for the performance of the job function.

Section 16: Responsibility for Equipment

The Employer agrees to furnish suitable equipment and supplies which are necessary for the performance of the employee's function. The employees agree to utilize such equipment and supplies as provided. An employee shall be responsible for all equipment signed out to that employee, normal wear and tear excepted.

An employee shall bear the cost of repairs or replacement of equipment if the equipment is lost or damaged due to abuse and/or negligence.

Section 17: Use of Personal Car

Employees shall not be required to utilize their personal vehicles in the performance of their duties on behalf of the Government.

Section 18: Duties

- A. When equipment operators are unable to operate their equipment because of inclement weather, mechanical malfunction or other reasons, they may be assigned to alternative duties.
- B. Maintenance employees shall be employed primarily in servicing, repair and rehabilitation of existing facilities and equipment. New construction of a major nature shall not be performed.

Section 19: Rest Room Facilities

Lavatories, showers, towels, soaps, lockers and changing facilities properly ventilated shall be provided by the Departments/Agencies at no cost to the employees where applicable.

Section 20: Lockers/Locker Room Facilities

The Government agrees to provide locker rooms facilities. Lockers shall be provided subject to the availability of funds.

Section 21:

Water coolers with clean drinking water shall be located in areas accessible to all employees.

Section 22: Reassignments

An employee to be permanently reassigned from one functional unit to another shall be given at least five (5) working days notice by the Employer prior to the reassignment. In the event of any emergency, Management reserves the right to reassign as necessary.

Section 23: Advance Notification for Off-Island Assignments

Reasonable advance notice shall be given when employees are being required to work outside their regular duty area.

Section 24: Expenses for Off-Island Assignments

When for the convenience of the employer, an employee is temporarily required to work off-island, the Employer shall provide said employee with the necessary transportation and reimbursement for any out-of-pocket expense incurred in connection with such work upon presentation of receipts as prescribed by Executive Order.

Section 25:

Equipment operators, who are required to perform their assigned duties in remote locations, shall be issued a hand held radio, and once every two (2) years, at the discretion of Management, shall be issued rain gear apparel including pants, jackets and hoods.

Section 26:

The Employer shall not require any employee to transport hazardous or petro-chemical products unless such materials are stored in approved containers utilizing a safe method to transport per OSHA requirements. An employee, who is required to handle dangerous materials, will be provided with the necessary training to do so safely.

Section 27: Employer's Meetings

Meetings requested and held by the Employer on the employee's time- off shall be compensated for at one and one-half (1½) times the employee's hourly base rate of pay, provided that this shall not apply to training sessions.

Section 28: Union Shop Stewards' Meetings

The Employer shall permit Union meetings of Shop Stewards upon reasonable notice monthly not to exceed two (2) hours. Such meetings will be scheduled and coordinated by any Chief Shop Steward. Space for such meetings shall be provided for by the Employer. The Employer shall receive reasonable advance notice of such meetings.

ARTICLE XXI
NO STRIKES OR LOCKOUTS

Section 1: No Strikes - No Lockouts

During the term of this Agreement, there shall be no strike or other work stoppage or slowdown or lockout. Participation by employees in an act violating this paragraph will be cause for immediate disciplinary action by the Employer, which shall be subject to the Grievance and Arbitration clause of this Agreement.

Section 2: Affirmative Action

In the event of a strike in violation of Section 1 of this Article, the Employer shall notify the Union of any such act by mail or fax at the address provided herein. Upon receipt thereof, the Union shall instruct the employees engaged in such activity to end such strike forthwith. Further, the Employer and the Union shall have the right to enforce the provisions of Section 1 of this Article in any court of law having appropriate jurisdiction.



ARTICLE XXII
HEADINGS FOR CONVENIENCE ONLY

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



ARTICLE XXIII
SAVINGS CLAUSE

In the event that any provision of this Agreement or compliance therewith by the Employer or the Union shall constitute a violation of the Virgin Islands or Federal law or regulations, such provision, to the extent only that it is so in violation, shall be deemed ineffective and unenforceable, and shall be deemed severable from the remaining provisions of this Agreement, while remaining provisions shall not be affected. The provision affected shall be renegotiated by and between the Union and the Employer.

ARTICLE XXIV
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 Department and the Union.



ARTICLE XXV
DURATION AND BINDING EFFECT

Section 1:

This Agreement shall be effective on October 1, 2019, upon ratification by the employees in the appropriate bargaining unit and approved by the Governor, and shall expire at midnight on the thirtieth (30th) day of September 2024.

Section 2:

This Agreement shall have no effect and shall be unenforceable unless signed by the Governor of the Virgin Islands provided, further, that 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 appropriate implementing legislation.





IN WITNESS WHEREOF, the parties hereto have set their hands
and seals this _____ day of _____, 20__.

GOVERNMENT OF THE VIRGIN ISLANDS,
DEPARTMENT OF AGRICULTURE

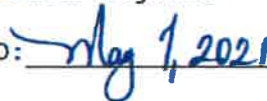
OUR VIRGIN ISLANDS LABOR
UNION

BY:


Joss N. Sprangette, Esq.
Chief Negotiator


Ricky Brown, President
Chief Negotiator

DATED:


May 1, 2021

DATED:


5/5/2021

APPROVED:



HONORABLE Albert Bryan, Jr.
Governor of the Virgin Islands

DATED:


5/24/21

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE
VIRGIN ISLANDS, DEPARTMENT OF AGRICULTURE

AND

OUR VIRGIN ISLANDS LABOR UNION

This Memorandum of Understanding (MOU) is entered between Government of the Virgin Islands, Department of Agriculture ("Department" or "Government") and Our Virgin Islands Labor Union ("OVILU").

BACKGROUND

WHEREAS, the Government and the OVILU are parties to a Collective Bargaining Agreement (CBA) with an effective date of October 1, 2015, and an expiration date of September 30, 2018;

WHEREAS, the Department of Agriculture intends to hire Heavy Equipment Operators and Heavy Equipment Mechanics to meet the increased demand for additional manpower;

WHEREAS, the Department is having difficulty attracting competent candidates to fill vacancies in the heavy equipment operator and heavy equipment mechanic positions, at the current salaries, and recognize the need to implement necessary adjustments in salaries to maintain parity relative to entry level and incumbent employees;

WHEREAS, the parties to this Agreement endeavor in good faith to implement wage increases to address the need to offer competitive salaries in order to attract applicants to fill the anticipated openings, and as an incentive to all other employees in the bargaining unit, without waiving the right to bargain with respect to wages and other terms and conditions of employment during the impending negotiation for a successor CBA;

WITNESSETH

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

1. The parties desire to implement certain salary increases, without waiving any future right of the Union to bargain with respect to wages and other terms and conditions of employment on behalf of all employees in the appropriate bargaining unit;
2. This MOU provides salary increases, by mutual consent, for current employees of Department with more than 12 months of continuous service as outlined on Appendix A attached herewith. A current eligible employee must have been employed by the Department for not less than 12 months on the date of the last signature on this document;
3. The parties agree that the increase is retroactive to October 1, 2019;

4. The parties agree that the increase is as to the base salary only, and this agreement should not be interpreted to include additional pay for overtime or differentials, with respect to retro pay.
5. The parties agree that this Agreement is entered into on a one-time, non-precedent setting basis, by mutual agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

GOVERNMENT OF THE VIRGIN ISLANDS,
DEPARTMENT OF AGRICULTURE


T. A. Nelson
Commissioner
2/15/20
(Date)

OUR VIRGIN ISLANDS LABOR UNION
(OVILU)


Ricky Brown, President
2/15/20
(Date)


Zulema Chapman, Esq.
AAO-Labor
Office of Collective Bargaining
3/12/21
(Date)


Jose Springer, Esq.
Chief Negotiator,
Office of Collective Bargaining
6/20/20
(Date)

APPROVED:
GOVERNMENT OF THE VIRGIN ISLANDS


Albert Bryan, Jr. Governor
6/2/21
(Date)

OUR VIRGIN ISLANDS LABOR UNION (OVILU)

NAME	POSITION TITLE	ISLAND	HIRE DATE	JOB CLASS	CURRENT SALARY	NEW PROPOSED SALARY	INCREASE
CANTON, Lauritt	Butcher	STX	Jun-91	SU70	\$ 31,461.00	\$ 34,850.00	\$ 3,387.00
JOSEPH, Wesley	Heavy Equipment Mechanic	STX	Aug-91	SU70	\$ 42,800.00	\$ 42,800.00	\$ 0.00
HODGE, Derrick	Heavy Equipment Operator II	STT	Nov-95	SU70	\$ 28,220.00	\$ 28,220.00	\$ 0.00
HONSCOMB, Roland	Heavy Equipment Mechanic	STX	Jul-96	SU70	\$ 33,882.00	\$ 33,882.00	\$ 0.00
JOSEPH, Tom	Heavy Equipment Mechanic	STX	Aug-96	SU70	\$ 33,882.00	\$ 33,882.00	\$ 0.00
WILLIAMS, Andy	Agricultural Technician	STX	Oct-96	SU70	\$ 32,575.00	\$ 32,575.00	\$ 0.00
NIEVES, Wilfredo	Laborer	STX	Feb-97	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
LOPEZ, Osvaldo	Heavy Equipment Operator II	STX	Apr-97	SU70	\$ 30,370.00	\$ 30,370.00	\$ 0.00
BERTIE, Mary	Admin. Officer I	STT	Oct-00	SU50	\$ 34,952.00	\$ 34,952.00	\$ 0.00
SODRATTI, Wayne	Laborer	STX	Sep-01	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
PARRIS, Wayne	Heavy Equipment Operator II	STX	Jan-02	SU70	\$ 30,370.00	\$ 30,370.00	\$ 0.00
LAKE, Tyrone	Veterinary Technician	STX	Mar-02	EX70	\$ 42,496.00	\$ 42,496.00	\$ 0.00
PRENTICE, Henry	Maintenance Engineer I	STT	Apr-02	SU70	\$ 30,370.00	\$ 30,370.00	\$ 0.00
MELLENDEZ, Orlando	Heavy Equipment Operator II	STX	Oct-02	SU70	\$ 30,370.00	\$ 30,370.00	\$ 0.00
REYES, Pedro	Chief Butcher	STX	Apr-03	SU70	\$ 36,568.00	\$ 36,568.00	\$ 0.00
BRADY, Eugene	Laborer	STI	Oct-04	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
KING, Troy	Laborer	STT	Mar-05	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
LEWIS, Rupert	Laborer	STX	Apr-06	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
RIVERA, Eduardo	Heavy Equipment Operator II	STX	Jul-07	SU70	\$ 27,195.00	\$ 27,195.00	\$ 0.00
ALLEVINE, Patterson	Heavy Equipment Operator II	STX	Dec-07	SU70	\$ 27,195.00	\$ 27,195.00	\$ 0.00
GILCHRIST, Lauren	Custodian Worker	STX	Dec-09	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
FANELLY, Chijioke	Laborer	STX	Mar-18	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
VELEZ, Roberto	Butcher	STX	Apr-18	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
EMMANUEL, Kenneth	Heavy Equipment Operator II	STX	Apr-18	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
SIAMMOCKHIE, Dillon	Heavy Equipment Operator II	STX	Apr-18	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
EUGENE, Calhate	Butcher	STX	Jul-18	SU70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
BENNERSON, James	Laborer	STX	Nov-19	OV70	\$ 27,040.00	\$ 27,040.00	\$ 0.00
TOTAL					\$ 807,108.00	\$ 812,740.00	\$ 5,632.00

WILLIAMS, Dean

Butcher

STX

Dec-01

SU70

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

\$ 27,195.00

OVILU-VIDOA
WAGE PROPOSAL

SALARY

FY 2020	FY 2021-2024
See Stipulation attached.	Wage Reopener by December 31, 2021

**GOVERNMENT OF THE VIRGIN ISLANDS
LABOR UNION
DEPARTMENT OF AGRICULTURE**



Jess N. Springette, Esq.
Chief Negotiator

Date: February 26, 2021

OUR VIRGIN ISLANDS



Ricky Brown
President

Date: 2/19/21

APPROVED:



Honorable Albert A. Bryan
Governor of the Virgin Islands
Date: 6-1-21

13
14
15
16

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
0001	20.001	20.002	20.003	20.004	20.005	20.006	20.007	20.008	20.009	20.010	20.011	20.012	20.013	20.014	20.015	20.016	20.017	20.018	20.019	20.020	20.021	20.022	20.023	20.024
0002	20.025	20.026	20.027	20.028	20.029	20.030	20.031	20.032	20.033	20.034	20.035	20.036	20.037	20.038	20.039	20.040	20.041	20.042	20.043	20.044	20.045	20.046	20.047	20.048
0003	20.049	20.050	20.051	20.052	20.053	20.054	20.055	20.056	20.057	20.058	20.059	20.060	20.061	20.062	20.063	20.064	20.065	20.066	20.067	20.068	20.069	20.070	20.071	20.072
0004	20.073	20.074	20.075	20.076	20.077	20.078	20.079	20.080	20.081	20.082	20.083	20.084	20.085	20.086	20.087	20.088	20.089	20.090	20.091	20.092	20.093	20.094	20.095	20.096
0005	20.097	20.098	20.099	20.100	20.101	20.102	20.103	20.104	20.105	20.106	20.107	20.108	20.109	20.110	20.111	20.112	20.113	20.114	20.115	20.116	20.117	20.118	20.119	20.120
0006	20.121	20.122	20.123	20.124	20.125	20.126	20.127	20.128	20.129	20.130	20.131	20.132	20.133	20.134	20.135	20.136	20.137	20.138	20.139	20.140	20.141	20.142	20.143	20.144
0007	20.145	20.146	20.147	20.148	20.149	20.150	20.151	20.152	20.153	20.154	20.155	20.156	20.157	20.158	20.159	20.160	20.161	20.162	20.163	20.164	20.165	20.166	20.167	20.168
0008	20.169	20.170	20.171	20.172	20.173	20.174	20.175	20.176	20.177	20.178	20.179	20.180	20.181	20.182	20.183	20.184	20.185	20.186	20.187	20.188	20.189	20.190	20.191	20.192
0009	20.193	20.194	20.195	20.196	20.197	20.198	20.199	20.200	20.201	20.202	20.203	20.204	20.205	20.206	20.207	20.208	20.209	20.210	20.211	20.212	20.213	20.214	20.215	20.216
0010	20.217	20.218	20.219	20.220	20.221	20.222	20.223	20.224	20.225	20.226	20.227	20.228	20.229	20.230	20.231	20.232	20.233	20.234	20.235	20.236	20.237	20.238	20.239	20.240
0011	20.241	20.242	20.243	20.244	20.245	20.246	20.247	20.248	20.249	20.250	20.251	20.252	20.253	20.254	20.255	20.256	20.257	20.258	20.259	20.260	20.261	20.262	20.263	20.264
0012	20.265	20.266	20.267	20.268	20.269	20.270	20.271	20.272	20.273	20.274	20.275	20.276	20.277	20.278	20.279	20.280	20.281	20.282	20.283	20.284	20.285	20.286	20.287	20.288
0013	20.289	20.290	20.291	20.292	20.293	20.294	20.295	20.296	20.297	20.298	20.299	20.300	20.301	20.302	20.303	20.304	20.305	20.306	20.307	20.308	20.309	20.310	20.311	20.312
0014	20.313	20.314	20.315	20.316	20.317	20.318	20.319	20.320	20.321	20.322	20.323	20.324	20.325	20.326	20.327	20.328	20.329	20.330	20.331	20.332	20.333	20.334	20.335	20.336
0015	20.337	20.338	20.339	20.340	20.341	20.342	20.343	20.344	20.345	20.346	20.347	20.348	20.349	20.350	20.351	20.352	20.353	20.354	20.355	20.356	20.357	20.358	20.359	20.360
0016	20.361	20.362	20.363	20.364	20.365	20.366	20.367	20.368	20.369	20.370	20.371	20.372	20.373	20.374	20.375	20.376	20.377	20.378	20.379	20.380	20.381	20.382	20.383	20.384
0017	20.385	20.386	20.387	20.388	20.389	20.390	20.391	20.392	20.393	20.394	20.395	20.396	20.397	20.398	20.399	20.400	20.401	20.402	20.403	20.404	20.405	20.406	20.407	20.408
0018	20.409	20.410	20.411	20.412	20.413	20.414	20.415	20.416	20.417	20.418	20.419	20.420	20.421	20.422	20.423	20.424	20.425	20.426	20.427	20.428	20.429	20.430	20.431	20.432
0019	20.433	20.434	20.435	20.436	20.437	20.438	20.439	20.440	20.441	20.442	20.443	20.444	20.445	20.446	20.447	20.448	20.449	20.450	20.451	20.452	20.453	20.454	20.455	20.456
0020	20.457	20.458	20.459	20.460	20.461	20.462	20.463	20.464	20.465	20.466	20.467	20.468	20.469	20.470	20.471	20.472	20.473	20.474	20.475	20.476	20.477	20.478	20.479	20.480
0021	20.481	20.482	20.483	20.484	20.485	20.486	20.487	20.488	20.489	20.490	20.491	20.492	20.493	20.494	20.495	20.496	20.497	20.498	20.499	20.500	20.501	20.502	20.503	20.504
0022	20.505	20.506	20.507	20.508	20.509	20.510	20.511	20.512	20.513	20.514	20.515	20.516	20.517	20.518	20.519	20.520	20.521	20.522	20.523	20.524	20.525	20.526	20.527	20.528
0023	20.529	20.530	20.531	20.532	20.533	20.534	20.535	20.536	20.537	20.538	20.539	20.540	20.541	20.542	20.543	20.544	20.545	20.546	20.547	20.548	20.549	20.550	20.551	20.552
0024	20.553	20.554	20.555	20.556	20.557	20.558	20.559	20.560	20.561	20.562	20.563	20.564	20.565	20.566	20.567	20.568	20.569	20.570	20.571	20.572	20.573	20.574	20.575	20.576
0025	20.577	20.578	20.579	20.580	20.581	20.582	20.583	20.584	20.585	20.586	20.587	20.588	20.589	20.590	20.591	20.592	20.593	20.594	20.595	20.596	20.597	20.598	20.599	20.600
0026	20.601	20.602	20.603	20.604	20.605	20.606	20.607	20.608	20.609	20.610	20.611	20.612	20.613	20.614	20.615	20.616	20.617	20.618	20.619	20.620	20.621	20.622	20.623	20.624
0027	20.625	20.626	20.627	20.628	20.629	20.630	20.631	20.632	20.633	20.634	20.635	20.636	20.637	20.638	20.639	20.640	20.641	20.642	20.643	20.644	20.645	20.646	20.647	20.648
0028	20.649	20.650	20.651	20.652	20.653	20.654	20.655	20.656	20.657	20.658	20.659	20.660	20.661	20.662	20.663	20.664	20.665	20.666	20.667	20.668	20.669	20.670	20.671	20.672
0029	20.673	20.674	20.675	20.676	20.677	20.678	20.679	20.680	20.681	20.682	20.683	20.684	20.685	20.686	20.687	20.688	20.689	20.690	20.691	20.692	20.693	20.694	20.695	20.696
0030	20.697	20.698	20.699	20.700	20.701	20.702	20.703	20.704	20.705	20.706	20.707	20.708	20.709	20.710	20.711	20.712	20.713	20.714	20.715	20.716	20.717	20.718	20.719	20.720
0031	20.721	20.722	20.723	20.724	20.725	20.726	20.727	20.728	20.729	20.730	20.731	20.732	20.733	20.734	20.735	20.736	20.737	20.738	20.739	20.740	20.741	20.742	20.743	20.744
0032	20.745	20.746	20.747	20.748	20.749	20.750	20.751	20.752	20.753	20.754	20.755	20.756	20.757	20.758	20.759	20.760	20.761	20.762	20.763	20.764	20.765	20.766	20.767	20.768
0033	20.769	20.770	20.771	20.772	20.773	20.774	20.775	20.776	20.777	20.778	20.779	20.780	20.781	20.782	20.783	20.784	20.785	20.786	20.787	20.788	20.789	20.790	20.791	20.792
0034	20.793	20.794	20.795	20.796	20.797	20.798	20.799	20.800	20.801	20.802	20.803	20.804	20.805	20.806	20.807	20.808	20.809	20.810	20.811	20.812	20.813	20.814	20.815	20.816
0035	20.817	20.818	20.819	20.820	20.821	20.822	20.823	20.824	20.825	20.826	20.827	20.828	20.829	20.830	20.831	20.832	20.833	20.834	20.835	20.836	20.837	20.838	20.839	20.840
0036	20.841	20.842	20.843	20.844	20.845	20.846	20.847	20.848	20.849	20.850	20.851	20.852	20.853	20.854	20.855	20.856	20.857	20.858	20.859	20.860	20.861	20.862	20.863	20.864
0037	20.865	20.866	20.867	20.868	20.869	20.870	20.871	20.872	20.873	20.874	20.875	20.876	20.877	20.878	20.879	20.880	20.881	20.882	20.883	20.884	20.885	20.886	20.887	20.888
0038	20.889	20.890	20.891	20.892	20.893	20.894	20.895	20.896	20.897	20.898	20.899	20.900	20.901	20.902	20.903	20.904	20.905	20.906	20.907	20.908	20.909	20.910	20.911	20.912
0039	20.913	20.914	20.915	20.916	20.917	20.918	20.919	20.920	20.921	20.922	20.923	20.924	20.925	20.926	20.927	20.928	20.929	20.930	20.931	20.932	20.933	20.934	20.935	20.936
0040	20.937	20.938	20.939	20.940	20.941	20.942	20.943	20.944	20.945	20.946	20.947	20.948	20.949	20.950	20.951	20.952	20.953	20.954	20.955	20.956	20.957	20.958	20.959	20.960
0041	20.961	20.962	20.963	20.964	20.965	20.966	20.967	20.968	20.969	20.970	20.971	20.972	20.973	20.974	20.975	20.976	20.977	20.978	20.979	20.980	20.981	20.982	20.983	20.984
0042	20.985	20.986	20.987	20.988	20.989	20.990	20.991	20.992	20.993	20.994	20.995	20.996	20.997	20.998	20.999	21.000	21.001	21.002	21.003	21.004	21.005	21.006	21.007	21.008
0043	21.009	21.010	21.011	21.012	21.013	21.014	21.015	21.016	21.017	21.018	21.019	21.020	21.021	21.022	21.023	21.024	21.025	21.026	21.027	21.028	21.029	21.030	21.031	21.032
0044	21.033	21.034	21.035	21.036	21.037	21.038	21.039	21.040	21.041	21.042	21.043	21.044	21.045	21.046	21.047	21.048	21.049	21.050	21.051	21.052	21.053	21.054	21.055	21.056
0045	21.057	21.																						

OVLU - DOA
GOVERNMENT OF THE VIRGIN ISLANDS
OFFICE OF COLLECTIVE BARGAINING

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
DOA01	24,400	24,431	24,522	27,711	28,001	28,331	31,706	31,987	34,441	34,690	37,632	38,978	40,424	41,951	43,423	44,941	46,110	47,422	49,104	50,796	52,443	54,104	55,942	57,787
DOA02	26,000	26,031	26,122	29,311	29,601	29,931	33,306	33,587	36,041	36,290	39,232	40,578	42,024	43,551	45,023	46,541	47,710	49,022	50,704	52,396	54,043	55,981	57,926	
DOA03	27,600	27,631	27,722	30,911	31,201	31,531	34,906	35,187	37,641	37,890	40,832	42,178	43,624	45,151	46,623	48,141	49,310	50,622	52,304	54,000	55,747	57,692		
DOA04	29,200	29,231	29,322	32,511	32,801	33,131	36,506	36,787	39,241	39,490	42,432	43,778	45,224	46,751	48,223	49,741	50,910	52,222	53,904	55,600	57,347	59,292		
DOA05	30,800	30,831	30,922	34,111	34,401	34,731	38,106	38,387	40,841	41,090	44,032	45,378	46,824	48,351	49,823	51,341	52,510	53,822	55,504	57,200	58,947	60,892		
DOA06	32,400	32,431	32,522	35,711	36,001	36,331	39,706	39,987	42,441	42,690	45,632	46,978	48,424	49,951	51,423	52,941	54,110	55,422	57,104	58,800	60,547	62,492		
DOA07	34,000	34,031	34,122	37,311	37,601	37,931	41,306	41,587	44,041	44,290	47,232	48,578	50,024	51,551	53,023	54,541	55,710	57,022	58,704	60,400	62,147	64,092		
DOA08	35,600	35,631	35,722	38,911	39,201	39,531	42,906	43,187	45,641	45,890	48,832	50,178	51,624	53,151	54,623	56,141	57,310	58,622	60,304	62,000	63,747	65,692		
DOA09	37,200	37,231	37,322	40,511	40,801	41,131	44,506	44,787	47,241	47,490	50,432	51,778	53,224	54,751	56,223	57,741	58,910	60,222	61,904	63,600	65,347	67,292		
DOA10	38,800	38,831	38,922	42,111	42,401	42,731	46,106	46,387	48,841	49,090	52,032	53,378	54,824	56,351	57,823	59,341	60,510	61,822	63,504	65,200	66,947	68,892		
DOA11	40,400	40,431	40,522	43,711	44,001	44,331	47,706	47,987	50,441	50,690	53,632	54,978	56,424	57,951	59,423	60,941	62,110	63,422	65,104	66,800	68,547	70,492		
DOA12	42,000	42,031	42,122	45,311	45,601	45,931	49,306	49,587	52,041	52,290	55,232	56,578	58,024	59,551	61,023	62,541	63,710	65,022	66,704	68,400	70,147	72,092		
DOA13	43,600	43,631	43,722	46,911	47,201	47,531	50,906	51,187	53,641	53,890	56,832	58,178	59,624	61,151	62,623	64,141	65,310	66,622	68,304	70,000	71,747	73,692		
DOA14	45,200	45,231	45,322	48,511	48,801	49,131	52,506	52,787	55,241	55,490	58,432	59,778	61,224	62,751	64,223	65,741	66,910	68,222	70,004	71,700	73,447	75,392		
DOA15	46,800	46,831	46,922	50,111	50,401	50,731	54,106	54,387	56,841	57,090	60,032	61,378	62,824	64,351	65,823	67,341	68,510	69,822	71,504	73,200	74,947	76,892		
DOA16	48,400	48,431	48,522	51,711	52,001	52,331	55,706	55,987	58,441	58,690	61,632	62,978	64,424	65,951	67,423	68,941	70,110	71,422	73,204	74,900	76,647	78,592		
DOA17	50,000	50,031	50,122	53,311	53,601	53,931	57,306	57,587	60,041	60,290	63,232	64,578	66,024	67,551	69,023	70,541	71,710	73,022	74,704	76,400	78,147	80,092		
DOA18	51,600	51,631	51,722	54,911	55,201	55,531	58,906	59,187	61,641	61,890	64,832	66,178	67,624	69,151	70,623	72,141	73,310	74,622	76,304	78,000	79,747	81,692		
DOA19	53,200	53,231	53,322	56,511	56,801	57,131	60,506	60,787	63,241	63,490	66,432	67,778	69,224	70,751	72,223	73,741	74,910	76,222	77,904	79,600	81,347	83,292		
DOA20	54,800	54,831	54,922	58,111	58,401	58,731	62,106	62,387	64,841	65,090	68,032	69,378	70,824	72,351	73,823	75,341	76,510	77,822	79,504	81,200	82,947	84,892		
DOA21	56,400	56,431	56,522	59,711	60,001	60,331	63,706	63,987	66,441	66,690	69,632	70,978	72,424	73,951	75,423	76,941	78,110	79,422	81,204	82,900	84,647	86,592		
DOA22	58,000	58,031	58,122	61,311	61,601	61,931	65,306	65,587	68,041	68,290	71,232	72,578	74,024	75,551	77,023	78,541	79,710	81,022	82,704	84,400	86,147	88,092		
DOA23	59,600	59,631	59,722	62,911	63,201	63,531	66,906	67,187	69,641	69,890	72,832	74,178	75,624	77,151	78,623	80,141	81,310	82,622	84,304	86,000	87,747	89,692		
DOA24	61,200	61,231	61,322	64,511	64,801	65,131	68,506	68,787	71,241	71,490	74,432	75,778	77,224	78,751	80,223	81,741	82,910	84,222	85,904	87,600	89,347	91,292		
DOA25	62,800	62,831	62,922	66,111	66,401	66,731	70,106	70,387	72,841	73,090	76,032	77,378	78,824	80,351	81,823	83,341	84,510	85,822	87,504	89,200	90,947	92,892		
DOA26	64,400	64,431	64,522	67,711	68,001	68,331	71,706	71,987	74,441	74,690	77,632	78,978	80,424	81,951	83,423	84,941	86,110	87,422	89,204	90,900	92,647	94,592		
DOA27	66,000	66,031	66,122	69,311	69,601	69,931	73,306	73,587	76,041	76,290	79,232	80,578	82,024	83,551	85,023	86,541	87,710	89,022	90,704	92,400	94,147	96,092		
DOA28	67,600	67,631	67,722	70,911	71,201	71,531	74,906	75,187	77,641	77,890	80,832	82,178	83,624	85,151	86,623	88,141	89,310	90,622	92,304	94,000	95,747	97,692		
DOA29	69,200	69,231	69,322	72,511	72,801	73,131	76,506	76,787	79,241	79,490	82,432	83,778	85,224	86,751	88,223	89,741	90,910	92,222	93,904	95,600	97,347	99,292		
DOA30	70,800	70,831	70,922	74,111	74,401	74,731	78,106	78,387	80,841	81,090	84,032	85,378	86,824	88,351	89,823	91,341	92,510	93,822	95,504	97,200	98,947	100,892		
DOA31	72,400	72,431	72,522	75,711	76,001	76,331	79,706	79,987	82,441	82,690	85,632	86,978	88,424	89,951	91,423	92,941	94,110	95,422	97,104	98,800	100,547	102,492		
DOA32	74,000	74,031	74,122	77,311	77,601	77,931	81,306	81,587	84,041	84,290	87,232	88,578	90,024	91,551	93,023	94,541	95,710	97,022	98,704	100,400	102,147	104,092		
DOA33	75,600	75,631	75,722	78,911	79,201	79,531	82,906	83,187	85,641	85,890	88,832	90,178	91,624	93,151	94,623	96,141	97,310	98,622	100,304	102,000	103,747	105,692		
DOA34	77,200	77,231	77,322	80,511	80,801	81,131	84,506	84,787	87,241	87,490	90,432	91,778	93,224	94,751	96,223	97,741	98,910	100,222	101,904	103,600	105,347	107,292		
DOA35	78,800	78,831	78,922	82,111	82,401	82,731	86,106	86,387	88,841	89,090	92,032	93,378	94,824	96,351	97,823	99,341	100,510	101,822	103,504	105,200	106,947	108,892		
DOA36	80,400	80,431	80,522	83,711	84,001	84,331	87,706	87,987	90,441	90,690	93,632	94,978	96,424	97,951	99,423	100,941	102,110	103,422	105,204	106,900	108,647	110,592		
DOA37	82,000	82,031	82,122	85,311	85,601	85,931	89,306	89,587	92,041	92,290	95,232	96,578	98,024	99,551	101,023	102,541	103,710	105,022	106,704	108,400	110,147	112,092		
DOA38	83,600	83,631	83,722	86,911	87,201	87,531	90,906	91,187	93,641	93,890	96,832	98,178	99,624	101,151	102,623	104,141	105,310	106,622	108,304	110,000	111,747	113,692		
DOA39	85,200	85,231	85,322	88,511	88,801	89,131	92,506	92,787	95,241	95,490	98,432	99,778	101,224	102,751	104,223	105,741	106,910	108,222	110,004	111,700	113,447	115,392		
DOA40	86,800	86,831	86,922	90,111	90,401	90,731	94,106	94,387	96,841	97,090	100,032	101,378	102,824	104,351	105,823	107,341	108,510	109,822	111,504	113,200	114,947	116,892		
DOA41	88,400	88,431	88,522	91,711	92,001	92,331	95,706	95,987	98,441	98,690	101,632	102,978	104,424	105,951	107,423	108,941	110,110	111,422	113,204	114,900	116,647	118,592		
DOA42	90,000	90,031	90,122	93,311	93,601	93,931	97,306	97,587	100,041	100,290	103,232	104,578	106,024	107,551	109,023	110,541	111,710	113,022	114,704	116,400	118,147	120,092		
DOA43	91,600	91,631	91,722	94,911	95,201	95,531	98,906	99,187	101,641	101,890	104,832	106,178	107,624	109,151	110,623	112,141	113,310	114,622	116,304	118,000	119,747	121,692		
DOA44	93,200	93,231	93,322	96,511	96,801	97,131	100,506	100,787	103,241	103,490	106,432	107,778	109,224	110,751	112,223	113,741	114,910	116,222	117,904	119,600	121,347	123,292		
DOA45	94,800	94,831	94,922	98,111	98,401	98,731	102,106	102,387	104,841	105,090	108,032	109,378	110,824	112,351	113,823	115,341	116,510	117,822	119,504	121,200	122,947	124,892		
DOA46	96,400	96,431	96,522	99,711	100,001	100,331	103,706	103,987	106,441	106,690	109,632	110,978	112,424	113,951	115,423	116,941	118,110	119,422	121,204	122,900	124,647	126,592		
DOA47	98,000	98,031	98,122	101,311	101,601	101,931	105,306	105,587	108,041	108,290	111,232	112,												