

AGREEMENT

Between

**THE GOVERNMENT OF THE VIRGIN ISLANDS,
DEPARTMENT OF EDUCATION**

and the

**ST. THOMAS-ST. JOHN FEDERATION OF TEACHERS,
Local 1825**

and the

**ST. CROIX FEDERATION OF TEACHERS,
Local 1826**

SUPPORT STAFF



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NEGOTIATION TEAM MEMBERS

UNION:

Name	Title	Local
Leontyne Jones	President/Chief Negotiator	AFT, Local 1825
Rosa Soto-Thomas	President/Assistant Chief Negotiator	AFT, Local 1826
Carol Callwood	Former President/Former Chief Negotiator	AFT, Local 1825
Jesus Espinosa	1 st Vice President	AFT, Local 1826
Sandra Benjamin	2 nd Vice President	AFT, Local 1825
Verna Lionel	2 nd Vice President	AFT, Local 1826
Lorrie Turnbull-Martin	4 th Vice President	AFT, Local 1825
Mechele Lett	Recording Secretary	AFT, Local 1825
Kim Phillip	Recording Secretary	AFT, Local 1826
Rochelle Todman-Jackson	Treasurer	AFT, Local 1825
Candeya Turnbull Browne	Board Member	AFT, Local 1825
Ginjah Battiste	Former Board Member	AFT, Local 1825
Patsy Guthrie	School Psychologist	AFT, Local 1826
J'Nae Torres Lang	Paraprofessional	AFT, Local 1826
Nicole Wilkes	Support Staff	AFT, Local 1826
Patricia Wyatt	Former Nurse Chair	AFT, Local 1826
George Bordenave	AFT National Representative	
Attorney Edward Jacobs	AFT Legal Counsel	

MANAGEMENT:

Name	Title	Department
Joss N. Springette, Esq.	Chief Negotiator	Office of Collective Bargaining
Racquel Berry Benjamin	Commissioner	Department of Education
Ava Penn	Deputy Commissioner	Department of Education
Stephen Jurgens, Ph.D.	Insular Superintendent - STT/STJ	Department of Education
Carlos McGregor	Insular Superintendent - STX	Department of Education
Wendy Bailey	Director, Human Resources	Department of Education
Cynthia Moore, Esq.	Legal Counsel	Department of Education
Alvincent Hutson, Esq.	Legal Counsel	Department of Education
Pamela Berkeley	Director for Payroll	Department of Education

PURPOSE AND SCOPE

The St. Thomas-St. John and the St. Croix Federation of Teachers, Locals 1825 and 1826, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Union"), represent professional, service and clerical employees in the Department of Education (hereinafter referred to as the "Department").

The Union and the Department, which shall be collectively referred to herein as the "Parties", recognize that the Department has unilateral authority in the field to modify by any of its terms any discretionary authority concerning such matters vested in these bodies by the statutes of the Virgin Islands Code or the Organic Act. It is also recognized by the Parties that all provisions of this Agreement may be altered during its life, only by written agreement of the Parties. Nevertheless, it is hoped that a broad interchange of ideas, even in the areas of education policy and development, will contribute in a significant measure to the advancement of public education in the Virgin Islands.

Therefore, not only does this Agreement contain provisions relating to bargainable terms and conditions of employment, but it also provides for a system of communication and consultation whereby the Commissioner of Education, District Superintendents of Schools and the respective principals shall meet regularly with representatives of the Union to discuss matters of educational policy and development as well as matters relating to implementing this Agreement.

PREAMBLE

AGREEMENT, made this 1st day of September 2020, between the GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF EDUCATION, hereinafter called "Department", the ST. THOMAS-ST. JOHN FEDERATION OF TEACHERS and the ST. CROIX FEDERATION OF TEACHERS, affiliated with the AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter called "Union."

WHEREAS, the Department and the Union believe in the importance of schools as agencies for the preservation and extension of our democracy; and

WHEREAS, the Parties to this Agreement have a common goal of providing the best possible education for all children; and

WHEREAS, it is the mutual responsibility of the Virgin Islands public school system and Support Staff unit to ensure that accountability and productivity are maintained throughout the system; and

WHEREAS, to obtain this goal, it is imperative that there be understanding and cooperation between the Support Staff and the Department which is responsible for the operations of the school system; and

WHEREAS, the Parties to this Agreement believe that the best interests of public education will be served by established procedures for bargaining with Support Staff representatives on matters of common concern and orderly channels for appeal should any differences not be resolved;

WHEREAS, the Union has been duly elected by a majority of Support Staff unit as their exclusive representative for purposes of dealing with the Department on matters of Support Staff unit concern; and

WHEREAS, the Parties desire to incorporate their agreements and certain other matters into a formal contract, and believe that such action is in the best interest of the community, children, school system and Support Staff unit;

THEREFORE, the Parties agree as follows:

ARTICLE I
RECOGNITION

Section 1: Employees Included: Excluded

- A. The Department recognizes the Union as the sole and exclusive bargaining agent for all professional, service and clerical employees (hereinafter referred to as "Support Staff") employed in the Department: clerk typists, administrative officers, secretaries, school attendance counselors, administrative assistants, truck drivers and chauffeurs, statistical clerks, audio visual aids, operators, storekeepers, payroll audit clerks, messengers, bus drivers, offset technicians, school bus inspectors, bookkeepers, accountants, electronic technicians, system analysts, fiscal officers, clerks, computer operators, and kitchen mangers and custodial supervisors.

Excluded are administrator and supervisory personnel, such as supervisors, directors, managers, higher educational officers, and program coordinators. Further excluded are the secretaries of the commissioner, assistant commissioner, and deputy commissioners.

- B. The Union agrees to represent equally all members of the above defined unit of Support Staff.

Section 2: Definition

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

No person or persons, individually or collectively, shall bargain with the Department concerning the terms and provisions of this Agreement except through the authorized representative of the Union.

ARTICLE II

FAIR PRACTICES

Section 1: Union Membership

Support Staff shall have and shall be protected in the exercise of the right (freely and without fear of penalty or reprisal) to form, join, and assist any employee organization or to refrain from any such activity. The Commissioner of Education shall take such action, consistent with law, as may be required in order to assure that employees in the Department of Education are apprised of this right, as described in V.I.C. Title 14, Chapter 24, and Section 363. No interference, restraint, coercion, or discrimination shall be practiced in any employee organization.

Section 2: Free Speech

Employees shall have the right of free expression at all school faculty meetings and with respect to all matters affecting the operation of the school system. All school/division meetings involving employees shall be democratic with free and encouraged participation by members. Employees shall not be subject to disciplinary action because of the exercise of this right.

Any member of this bargaining unit shall be entitled to union representation at any conference or meeting in which the member will be advised of an impending adverse personnel action.

Section 3: Payroll Statement

The Employer agrees to cooperate with the Union in an attempt to require the Department of Finance to provide each employee with an itemized statement in each pay period including hours of work during that pay period, accumulated sick and annual leave, and all deductions made from their wages.

Section 4: Pay checks

As per Act No. 6585, all Support Staff shall comply with direct deposit requirements for payment of biweekly salaries.

Section 5: Recognition of Service

Employer agrees to recognize employees for years of satisfactory service each five years.

Section 6: Priority in Employment Opportunities

All Adult Education/Continuing/Basic Education/Evening/Summer Programs shall give first priority in employment to Secretarial Staff of the Department of Education.

Section 7: Workman's Compensation

All members of the bargaining unit shall be eligible for workmen's compensation for job related injuries.

Section 8: Notification

The Department shall notify payroll and the personnel sections of all new contracts and changes in regulations or policies promptly after the signing of such documents.

Section 9: Tardiness

Employees shall be docked only for the amount of time they arrive on the job late, rounded off to the nearest one-half (1/2) hour per pay period, after any applicable grace period.

Section 10: Use of Students

Neither the Department nor any employee of this bargaining unit shall solicit or make use of the services of any student for political purposes or management-labor disputes or activities relating thereto.

Section 11: Non-Discrimination

The Department of Education and its agents shall not discriminate against any unit member on the basis of race, creed, religion, color, national origin, sex, age, disability, marital status, political affiliation or participation in the activities of any employee organization.

Section 12: New Employee Procedure

Any new employee of this unit being hired by the Department shall be placed on the Support Staff negotiated salary schedule. If the employee has considerable experience which may necessitate placing employee on a step beyond the starting level, the Department of Education shall determine the entry level based on the review of the employee's record. A copy of the decision shall be made available to the employee.

Section 13: Disciplinary action time period

For purposes of disciplinary action, no record which is over twenty-four (24) months old may be considered.

Section 14: Support staff appointment

All Support Staff shall have individual appointments of employment which shall include a statement of their assignment and salary.

Section 15: Paycheck procedure

Support Staff shall receive a paycheck within four to six (4-6) weeks of the time they have been initially employed, provided they have submitted all necessary documents, as listed in the employee information bulletin.

Section 16: Requests for letter of recommendation

Support Staff requests for letter of recommendation and/or verification shall be submitted in writing.

Section 17: Photo identification card

The Department shall issue a photo identification card to all Support Staff. New Support Staff shall receive their photo identification cards by November 1st of each year.

Section 18: Chain of command

The Department agrees to establish a chain-of-command/organizational chart for each section division within the Department.

Section 19: Copy of job specifications and duties

Each employee must be provided with a copy of his/her job specification and duties.

Section 20: Appointment of acting supervisor

Any employee appointed to an acting supervisory position by the Commissioner or designee shall be compensated at the new salary level beginning the effective date of appointment.

Section 21: Inclusion of the agenda

Employees are entitled to submit items for inclusion on the agenda in writing at least twenty-four (24) hours prior to scheduled Staff meetings initiated by division or activity center heads. If the item cannot be included on the agenda, the supervisor shall notify, in writing, the employee of either the date when the item will be included or the reason for the refusal. Supervisors shall inform employees of the meeting time and place at least three (3) working days prior to the specified date through the appropriate means, such as posting or circulating the information.

Section 22: Approved raises and increments

The Department agrees to make all efforts to pay all employees their approved raises and increments no later than thirty (30) days after due date.

Section 23: Activity Center

Whenever a school/activity center is officially closed by the principal/designee or departmental official for any reason, office Staff shall also be permitted to leave without loss of pay, annual, sick or personal leave.

Section 24: Notification of changes in policies

All employees shall be notified in writing of any changes in the Department's policies which directly affect employees of this bargaining unit.

Section 25: Dress Code

Dress codes, as adopted and made known to the union and members of the bargaining unit shall be administered in a uniform and even-handed manner by all levels of administration.

The Union shall be given prior notice of proposed changes in the dress code and shall have the right to present to, and discuss with the Board and Department, its views and any proposals it may have.

In the event a Support Staff member seeks an exemption from the dress code, for good and compelling reasons, the Support Staff member shall file a written request thereof on a form to be furnished by the Department, stating the reasons, duration of exemption requested and other relevant information. The response of the Department shall be given within two (2) weeks. Such supporting documents for the request as reasonable may be required by the Department (such as medical certification) shall be furnished by the applicant upon request.

The Department and the Union agree that the concept of corrective, progressive discipline will apply to violations of the dress code, it being the intent of the Parties to correct conduct by non-disciplinary counseling, and if necessary, by disciplinary action taken. The grievance procedure shall apply to disciplinary action taken by the Department.

ARTICLE III
GRIEVANCE AND ARBITRATION PROCEDURE

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

1. A grievance shall be a complaint submitted by an employee or a group of employees having the same grievance, or by the Department:
 - a. That there has been a violation or misinterpretation of any of the provisions of this Agreement, or
 - b. That an employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Department policy or practice governing or affecting employees.
2. A grievance must be filed within twenty (20) working days of the alleged incident or violation of the Agreement. However, this time limitation shall not apply to salary grievances. All references to "working days" shall not include Saturdays, Sundays, legal holidays or vacations. The following steps shall be observed:

STEP 1: A grievant who has a problem shall first discuss the matter with the principal or appropriate administrator on an informal basis. The grievant, if he so desires, may be accompanied by the building representative. If he is not so accompanied, the administrator may proceed to adjust the grievance without further notice to the building representative. Any grievance resulting from a decision of an authority outside the employee's immediate activity center shall commence with said administrator or supervisor.

STEP 2: In the event the matter is not resolved on an informal basis, a written grievance, filed by the Union, on behalf of the employee, setting forth the complaint shall be submitted to the principal or appropriate administrator within five (5) working days after the discussion provided for in Step 1.

Within five (5) working days after receiving the written grievance, the principal, supervisor, or appropriate administrator, the grievant, and the Union Representative shall meet in an effort to resolve the grievance. A decision shall be rendered in writing and furnished to the grievant within ten (10) working days from the date of the meeting.

STEP 3: The decision rendered shall be written and made available to the grievant within ten (10) working days from the date of the meeting. The aggrieved and the duly designated Union Representative may appeal in writing within ten (10) working days from the date of receipt of the decision to the District Superintendent or Commissioner or Designee.* The District Superintendent, or the Commissioner or Designee shall be required to confer in person with the grievant and his representative. The decision rendered shall be in writing to the appealing Parties within ten (10) working days from the date of the appeal to the District Superintendent

or Commissioner. In those cases where interdepartmental action is essential for the solution of a grievance, the time limitation set forth shall be extended an additional five (5) days. The Superintendent or the Commissioner or designee shall grant a hearing at his level for the following grievances: suspensions, demotions and dismissals.

*District Employees should appeal to the District Superintendent.

*State Employees should appeal to the Commissioner or designee.

Both Parties agree to use mediation to resolve grievances or impasses whenever possible before invoking the arbitration procedures.

STEP 4: If the aggrieved is dissatisfied with the decision of the District Superintendent, Commissioner or Designee, the aggrieved may, within ten (10) working days after receipt of the decision, request in writing, binding arbitration. An arbitration panel of no more than eight (8) local arbitrators shall serve on a rotating basis. They shall be selected by mutual agreement. In the event either party is unable to agree on a local arbitrator when his or her rotation is due or in the event that the Parties decide not to utilize the local arbitration panel, within ten (10) days the Parties acting jointly shall request the American Arbitration Association to provide the Parties a panel of five (5) arbitrators in accordance with the rules and procedures of the Association. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator will be accepted as final by the Parties to the dispute. No decision shall be binding which by its terms alters, amends, or varies the provisions of the contract.

3. The time limits specified in this procedure may be extended in any specific instance, by mutual agreement of the Parties, in writing. If the grievant violates the time limits specified at any step of the grievance procedure, he shall not be permitted to advance his grievance to the next consecutive step. In all steps of this grievance procedure, the written decisions of the previous steps shall be presented to the appropriate administrator and the Union representative. If the Department at any stage of the grievance procedure fails to render its decision on a grievance within the specified time limit the grievant may advance immediately to the next step of the grievance procedure. In the event of arbitration for the sole reason that the Employer has failed to observe the time limit of Step III, the arbitrator's compensation and expenses shall be borne 75% by the Employer.
4. The arbitrator's compensation and expenses shall be shared equally by the Parties, except in the event of arbitration for the sole reason that the Employer has failed to observe the time limits of Step 3.

5. The fact that a grievance is filed by a member of the bargaining unit, regardless of the ultimate disposition, shall not be recorded in the employee's file nor in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such an employee be placed in jeopardy nor subjected to reprisal for having followed a grievance procedure.
6. A grievance may be lodged by a Union representative in the name of the Union.
7. If the Department is aggrieved by any action of the Union, a Union officer or any member of the bargaining unit, or if its grievance arises from the application or interpretation of any provision of this Agreement, the Department may invoke arbitration or utilize such other legal remedies it may feel necessary or appropriate under the circumstances, provided that informal efforts to resolve the grievance have first been initiated by the Department and an impasse is reached.
8. All grievances, including a grievance arising from dismissal, suspension or demotion, shall be governed by the provisions of this Article, provided that a proceeding for dismissal, suspension or demotion shall not result in loss of pay while pending and until final disposition.
9. Principals shall make arrangements to allow time without loss of salary for Union Building Representatives to process grievances.
10. In the event that any person or party fails to appear at an arbitration proceeding without just cause and prior notification, the Arbitrator shall proceed, and his award shall have the same force and effect as though said person or party had been present.
11. A grievant shall have the following rights:
 - a) To be present at any hearing;
 - b) To hear testimony;
 - c) To give testimony;
 - d) To call others to give testimony
 - e) To question, either personally or through counsel, any person giving testimony at said hearing.
12. Pursuant to Title 5 V.I.C. Section 426 (b), prejudgment interest shall not be charged against the Government of the Virgin Islands on any judgment or decree for the payment of money by the Government.

ARTICLE IV

WORKING CONDITIONS

Section 1: Health and safety conditions

No employee shall be expected to perform his duties under unsafe and unhealthy conditions. Employees shall not be allowed to work in offices where there are malfunctioning air conditioners and lack of proper ventilation.

Section 2: Office climate

Employees are not required to perform their duties when their office temperature exceeds 89 degrees.

Section 3: Protective clothing

The Department agrees to provide raincoats and protective clothing, such as heavy aprons to warehouse employees to be used when required.

Section 4: Equipment

The Department shall provide employees with adequate working space and necessary equipment to perform their duties. The necessary equipment shall include but not limited to copying machine where applicable.

Section 5: Telephone directory

The Department agrees to provide each office with its telephone directory containing updated numbers and extensions. This list should be done annually, if necessary.

Section 6: Extension phones

The Department is encouraged to provide employees with adequate extension phones in each office.

Section 7: Flexibility for lunch

Scheduling of lunch will be flexible as determined by the supervisor.

Section 8: Breaks

Supervisors or administrators shall allow employees two (2) fifteen (15) minute breaks, one each in the A.M. and P.M., subject to emergency need as determined by the principal/supervisor.

Section 9: Vehicles

The Educational Diagnostic Center (EDC) and Special Education personnel will be provided with a government vehicle to be used by said personnel to provide transportation to perform appropriate functions at the school, at agencies, on home visits, etc. When the vehicle is not available and EDC personnel must use their personal vehicles, they shall be compensated at the rate as prescribed by Government Executive Order.

Section 10: Maintenance of air conditioning units

The Department is expected to maintain a rigid maintenance schedule of air conditioning units, especially in offices where these units are largely depended upon for air circulation.

Section 11: Cleaning of office

Cleaning of the offices is to be scheduled when the employees are not performing their duties. In cases of emergency or unusual circumstances, the above is waived.

Section 12: Eating area

The Employer shall provide an adequate, sanitary, enclosed eating area for all employees where possible. In instances where this is not possible, employees may, with discretion, eat at their work site or designated areas agreed upon by the Employer and the employees.

Section 13: Teacher's lounge

Employees shall be provided with lounges that are comfortably furnished.

Section 14: Extermination service

The Department agrees to provide extermination services at a minimum of once a month/and in emergency situations.

Section 15: Lavatory and drinking water

Every separate building should have lavatory facilities and drinking water (such as water bottle or fountain).

Section 16: Permission to leave premises

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.

Section 17: Lighting and ventilation

All offices are required to have adequate lighting and proper ventilation.

Section 18: Repairs

The Department agrees to respond readily in cases where repairs are necessary to ensure the smooth functioning of an office or division.

Section 19: Compensation for personal vehicles, employee parking, lost or destruction of personal property

- A. Employees when required to perform duties necessitating transportation, shall be compensated for utilizing their personal vehicles at the rate in accordance with Government Executive Order. Employees shall submit claims for mileage by March 1, June 1 and December 1. Employees should be paid within a three-month period after approved mileage claim has been submitted to the Department. An employee has the right to refuse to utilize his personal vehicle for departmental business.
- B. The Department of Education agrees to allow employees to park their vehicle on Department of Education property providing space is available.
- C. Support Staff suffering loss, damage or destruction of personal property while on duty in school shall be reimbursed under the same conditions and limitations as provided in the Educational Professional's contract, Article XII (c) (3).

Section 20: Reimbursement for loss or damage

The Department will reimburse Support Staff in an amount not to exceed a total of \$500.00 per member in any fiscal year for the following:

- A. Loss, damage or destruction, while on duty in the school, occurring when an employee, in the exercise of his or her professional judgment and only if approved by administration, brings to the work place an item not readily available, provided (1) such loss damage or destruction is reported to the administration of the school on the date of the claimed occurrence; (2) the employee has not been negligent and (3) only to the extent such loss is not covered by insurance.
- B. Employees claiming reimbursement for loss, damage or destruction under Sec. 3, must (1) certify on the form provided, that (a) there were no previous claims submitted for reimbursement for the current fiscal year, and (b) they have provided the Department with a copy of their private insurance policy if one exists, and (2) obtain the approval of a supervisor or administrator that the employee was not at fault in the loss, damage or destruction claimed for reimbursement. In the event a claim is denied, the grievance procedure may be invoked.
- C. Based upon availability of funds, and with approval of Principal prior to purchasing, Support Staff may receive funds and/or reimbursement up to two hundred dollars (\$200.00) for office supplies upon the submission of receipts.

Section 21: Transport

Support Staff shall not be required to transport students in their personal vehicle.

Section 22: Transportation during state of emergency

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, he shall be provided with transportation where feasible from home to his usual place or other station and return. Such employee shall be paid time and one-half for the time required to perform his duties during the emergency. In addition, such employee shall receive a meal or meal allowance.

Section 23: Attendance Counselors

- A. The Department and the Union agree to work cooperatively to establish a working relationship with the Juvenile Bureau of the V.I. Police Department, Department of Health, Social Welfare, Youth Services Administration and other related agencies and departments, for the purpose of helping students in need of special services.
- B. Attendance counselors shall not be required to perform duties normally assigned to a secretary.
- C. Attendance counselors shall be governed by the work calendar of teachers and shall observe the same legal holidays and vacation period.
- D. Attendance counselors shall assist with the collection, recording, analysis and reporting of vital data regarding students.
- E. Principal should make available adequate workspace and necessary equipment and supplies for all attendance counselors assigned to their schools.
- F. Decisions/policies on school attendance and related matters should have the input of the attendance counselors, through the **Director of Student Services**.
- G. Attendance counselors shall be accompanied by a school resource officer during home and parental office visits.

Section 24: Adequate Staffing

- A. The Department and the Union agree that general offices of schools should be adequately staffed to provide required services. Both Parties agree to the following ratio:

Student Population	Clerical Staff
Up to 500	Minimum of 2
501-750	Minimum of 3
751 and above	Minimum of 4

- B. The Department shall continue their efforts to provide adequate protection of Support Staff employees in dealing with vagrants that frequent government offices.

Section 25: School Bus Operators

- A. Any driver needed on weekends and holidays shall be guaranteed a minimum of four (4) hours pay and if needed more than four (4) hours the driver shall receive a full day's pay.
- B. School bus drivers shall not be sent out on mail runs.
- C. School bus drivers are not required to purchase any parts and supplies for the buses.
- D. The Department shall purchase buses with adequate ventilation suited for the tropics.
- E. The Department shall follow the manufacturer's loading capacity on all buses.
- F. The Department shall provide a two-way communication system for all buses and warehouse vehicles to facilitate emergency communications.
- G. The Department shall provide bus drivers and Paraprofessionals assigned to buses with uniforms beginning in 2022 and every two (2) years thereafter.
- H. School bus drivers shall only drive legally certified and D.O.T. approved buses in the transporting of prescribed students.
- I. The Department shall provide a Paraprofessional for all buses that transport students with special needs to assist the bus driver in the event of emergencies.
- J. Defensive driving training shall be provided annually for bus and truck drivers.

Section 26: Fundraising

- 1. No fundraising shall occur in the schools and activity centers without the express permission of the principal or activity center head.
- 2. Special funds collected within and for approved school purposes shall not be used for any purpose other than the specified purpose. Up-to-date records shall be maintained and made available for audits by the Department's fiscal division, twice within the school year. Such funds shall be deposited in separate accounts for the approved purpose.
- 3. Vending activities for personal gain shall be prohibited.

ARTICLE V

LEAVES

Section 1: Bereavement Leave

The Commissioner of Education or designee may authorize bereavement leave up to four (4) days for death in a Support Staff's immediate family. This leave may be taken from date of death up to one (1) week following the burial. If circumstances necessitate the need for additional time off, employee may use sick and/or personal leave. In cases necessitating travel outside of the Territory, additional bereavement leave may be granted. Immediate family is defined as son, daughter, spouse, parents, mother-in-law, father-in-law, grandparents, grandchildren, children, sisters, sisters-in-law, brothers, brothers-in-law, stepfather, stepmother, stepchildren and step-siblings.

Section 2: Annual and sick leave status

The Department will coordinate efforts between all concerned to have the employees' paystub reflect annual leave and sick leave each pay period.

Section 3: Study leave rights

The Department agrees to allow employees to return to either their original position or an equivalent position after completing any authorized period of study leave.

Section 4: Bulletin board information

The Department and the Union agree to encourage all employees to engage in professional development activities. The Department will disseminate information pertaining to such opportunities, as they become available, via the list serve method.

Section 5: Study leave

The Department, in addition to the study leave provisions of Title 3, Section 677, Virgin Islands Code, agrees to grant study leave with pay annually to one (1) Support Staff throughout the territory, alternating annual between districts. The provisions of Title 3, Section 677, Sub-section (c) Virgin Islands Code, shall apply. Employees shall return to duty in the Department of Education for at least one (1) year following the study leave.

Section 6: Personal leave

- A. Kitchen managers and attendance counselors not receiving annual leave shall be granted five (5) days leave for personal reasons which shall be non-cumulative.
- B. Secretaries and bus drivers not receiving annual leave shall be granted five (5) days of leave for personal reasons which shall be non-cumulative; provided that no more than two (2) per school at the secondary level and no more than one (1) secretary at the elementary level shall be on

personal leave at any given time and provided further; that no more than one (1) bus driver in each district shall be on personal leave at any given time.

- C. Requests for personal leave shall be submitted in writing, at least two (2) days prior to the first-day of leave for which leave is requested and no statement or reason shall be required, unless there is a reported emergency, but subject to the following:
 - a. Personal leave shall be granted for a day immediately prior to or following a holiday, so long as the request is made no less than five (5) working days prior to the start of the anticipated leave;
 - b. Personal leave shall not be granted the first three (3) weeks or the last two (2) weeks of the school year;
 - c. First-year employees shall not use more than three (3) of the five (5) personal days in any semester.
- D. Requests for personal leave shall not be unreasonably denied. However, prior approval for non-emergency leave is required.
- E. In the event the Department of Education determines that there is a need for secretarial Staff during the summer months, the Department may meet this contingency by assigning Staff as follows:
 - 1. Request appropriate Staff to volunteer for such assignment to be paid at the summer school rate or the individual's normal rate, whichever is higher.
 - 2. If not enough Staff volunteers, individuals may be assigned to work not more than four additional weeks immediately after the end of the secretary's work year at their respective summer school rate or their normal school year, whichever is higher.

Such assignment shall be made by Notice of Personnel Action (NOPA) no later than April 1.
 - 3. If after making the assignments, the Department determines that those individuals are no longer necessary, the Department may cancel the assignment by NOPA no later than June 1.

Section 7: Sick Leave

A. PROOF OF SICKNESS

- 1. Sick leave is a leave of absence from duty on account of any sickness, injury, or disability which incapacitates the employee from work. This includes medical, dental and optical treatment. Sick leave may be granted pursuant to prior requests, in appropriate cases, or pursuant to requests made after return to duty. Contraction of a childhood disease

shall not result in loss of sick leave for those members of the bargaining unit employed in the school setting.

2. An employee must submit proof of sickness for any absence from duty from which sick leave is requested, regardless of length of absence. Unless sick leave has been granted pursuant to prior request, an employee must, within three (3) hours of the start of his or her workday inform his or her immediate supervisor that he or she will not be reporting for work that day due to any sickness, injury, or disability. Failure to notify a supervisor in a timely fashion that his or her absence is due to any sickness, injury or disability may result in the entire day's absence being treated as annual leave, or personal leave where applicable or leave without pay.
 3. Departments and agencies shall keep accurate and complete records of all absences from duty by employees within the Department or agency and all reports of illness and requests for sick leave by those employees. Anyone who knowingly falsifies any such report or requests, or otherwise knowingly permits a falsified request for sick leave to be processed, shall be subject to suspension and/or dismissal.
 4. Proof of sickness for absence of three (3) or more consecutive workdays, shall include a certificate from a practicing physician certifying that the employee was incapacitated for work.
 5. Proof of sickness for absence of less than three (3) days shall be by, at the option of the employee, either (i) a certificate from a practicing physician certifying that the employee was incapacitated for work, or (ii) a signed statement of the employee stating specifically the symptoms which incapacitated the employee for work; provided, however, that additional reasonable proof of incapacity to work, including a certificate from a practicing physician, may also be required by the department or agency head in individual cases.
 6. An absence from duty of any employee whose request for sick leave is denied under this section shall be charged to annual leave, personal leave or leave without pay, at the option of the employee.
- B. Advanced sick leave may be granted to employees who have exhausted their sick leave subject to the provisions of Title 3 V.I.C. Section 583.

Section 8: Maternity Leave

Maternity Leave shall be granted in accordance with applicable provisions of the V.I. Code, and applicable Federal Law. Maternity leave is subject to the following conditions:

- A. As soon as an employee becomes aware of the pregnancy, she must notify her building principal in writing. This notification should include her expected date of delivery.

- B. A request for maternity leave by a Support Staff should be given to the immediate supervisor, in writing, at least thirty (30) days prior to the date she wishes her maternity leave to begin. A tentative date for returning to duty shall be included in this request.
- C. In this section, the employee may return to the former position or one substantially similar thereto. Before returning, she must furnish a statement from her personal physician that she is able to resume the normal duties of her job.
- D. The employee may request in writing extended leave beyond the tentative date of return to duty fifteen (15) working days prior to the date which she originally submitted.
- E. Maternity Leave shall be charged in the following order: First, to sick leave available to the employee's credit; Second, to annual or personal leave, whichever is applicable; Third, to leave without pay.

Section 9: Leave without pay

Employees, for good cause, shall be granted leave 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. Such leaves of absence shall be for a limited time not to exceed one (1) year. Employee(s) shall submit request in writing no later than February of each year. The Employer agrees to provide employee with a written response acknowledging receipt of request no later than April 30 of each year. Employee(s) shall also receive a status report at least fifteen (15) working days before the requested date of their request. Only employees who provide advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) 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: Cumulative sick leave

- A. Secretarial Staff and bus drivers previously accrued annual leave earned pursuant to 3 V.I.C. §581 and 582 shall remain to his credit and shall only be utilized in the event of an emergency and with the prior approval of the immediate supervisor subject to the final approval of the District Superintendent or the Commissioner or designee, until such time as he leaves the bargaining unit or is employed in a department, agency or bargaining unit subject to the provisions of 3 V.I.C. §581 and 582.

- * District employees should appeal to the District Superintendent

- * State employees should appeal to the Commissioner of designee

- B. No annual leave shall be taken for a day immediately prior to or a day immediately following a holiday, unless requested and approved five (5) days prior to the beginning of the leave. This request for leave shall not be arbitrarily denied.

- C. In cases of an emergency when advance notification is not possible, notification shall be submitted in writing to the immediate supervisor by the employee as soon as possible. This notification or request for leave shall not be arbitrarily denied.

Section 11: Approval of annual leave

Approval of annual leave should be received five (5) days prior to beginning of leave.

Section 12: Payment of vacation salary

Any employee going on vacation for more than one (1) month can opt to receive their pay in a lump sum provided the request is made six (6) weeks in advance.

ARTICLE VI
CAREER LADDER AND TRAINING

Section 1: Job status

When 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 or electronic equipment and shall provide reasonable training for said employees when necessary. Employees who are assigned additional duties as a result of automation shall receive, upon their request or supervisor's recommendation, a desk audit for the purpose of reallocation/upgrading their job classification. The provisions of this section shall not be construed as limiting the rights of the Employer under Article IX – Management Prerogatives – of this Agreement.

Section 2: Workshop and Conferences

- A. The Department has established a program for employees within this unit to attend job related workshops and conferences. Selection of one or more employees for attendance made by the District Superintendent or Commissioner, in consultation with the immediate supervisor, shall be based on the needs of the Department and the individual employee's years of service. An employee selected to attend must submit in writing his intention to attend a workshop or conference at least four (4) weeks in advance. The District Superintendent or the Commissioner or his designee agrees to confirm attendance in writing to the applicant at least five (5) working days before the conference/workshop.
- B. The Department agrees to schedule at least one (1) in-service program for each division each year. Certificates shall be awarded to all participants. Representatives of the bargaining unit shall participate in the planning of the program.
- C. Tuition shall be remitted to full-time employees receiving grades of "C" or above in college credit courses at the University of the Virgin Islands and other recognized institutions. These courses must be approved by the District Superintendent, Commissioner or designee prior to enrollment.
 - * District employees should appeal to the District Superintendent
 - * State Employees should appeal to the Commissioner or designee
- D. Application for a course of study must be filed at least thirty (30) days in advance of the commencement of the course. Employees who have received an overall satisfactory rating for the previous year's performance and the recommendation of the principal/supervisor shall be eligible for the program.

- E. The course subject and schedule must be approved by the Department. Approval shall not be unreasonably withheld if release time for the applicant does not unduly interfere with the performance of the Department's primary functions.
- F. Upon submission of evident of enrollment and satisfactory completion of the course with a passing grade, the Department will reimburse to the employee all tuition costs and fees, including books and related course materials required by the course.
- G. All employees of the unit are entitled to full participation in training and development projects in their work related areas of expertise or desired expertise initiated by the Department. Such projects include in-service training as well seminars, workshops and conferences held off-island.
- H. 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.
- I. 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 any one day, forty hours in any one week, the employee shall be paid at the rate of one and one-half (1 ½) times and employee's regular hourly wage for all hours in excess of the eight-hour day and/or a forty-hour week while in attendance at the workshop or conference.
- J. All employees are encouraged to further their education so that promotions can be made from within the Department.

Section 3: Compensation rates

Upon written approval, an Employee shall be compensated at the rate of \$375.00 for every nine (9) credits obtained towards a degree in a field that benefits the operations of VIDE or in education. This benefit shall be limited to four (4) payments for an employee working towards a Bachelor's degree, two (2) payments to an employee working towards an Associate's degree, and five (5) payments to those employees working towards a Master's degree.

ARTICLE VII
SENIORITY AND LAYOFFS

Section 1: Seniority Defined

- A. **Service Seniority** is defined as an employee's length of continuous service in the Department from his date of hire.
- B. **Job Classification** Seniority is defined as an employee's length of service in his/her job classification.
- C. An employee assigned to a new classification must complete his probationary period before he receives his new job classification seniority and service seniority, which will be credited retroactive to the date of his initial assignment; however, during said probationary period, service shall continue to accrue.
- D. Any employee leaving the Department and returning within five (5) years in the same job classification shall maintain his years of service in accordance with the current pay scale.
- E. For the purpose of this Article, 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.

Section 2: Probationary, Part-time and Temporary Employees

- A. Pursuant to Section 527 of Title 3 of the Virgin Islands Code and Section 7-2 of the V.I. Rules and Regulations, or any amendment thereto, all appointments are subject to a probationary period of one year. The period of probation may be extended after one year for another period of one year. Failure to qualify for permanent appointment at the end of the second year of probation may constitute cause for dismissal from service.
- B. A part-time employee is an employee who is regularly scheduled to work less than twenty (20) hours in a workweek. A part-time employee shall not accrue any seniority rights.

Section 3: Seniority to Govern Lay-Offs, etc.

For the purpose of economic lay-off, recall, bumping and other relevant conditions, service seniority shall govern, except where otherwise provided.

Section 4: Reductions in Work Force

A. Procedure

In the event of a reduction in 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 (or classifications) shall be laid off in reverse order of their job classification seniority, except where individual circumstances indicate a more equitable basis of lay-off order; provided that in such circumstances the Department and the Union shall mutually consent to a changed lay-off procedure, such consent not to be unreasonably withheld.
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 employees to be laid off is qualified to perform the work.
4. An employee who elects to bump under this Section shall be paid at the rate of the job classification to which he elects to bump.
5. An employee who elects to bump shall have first priority to return to his/her original position.

B. Notification of Lay-Off

Employees to be laid off shall be notified by the Department at least two (2) bi-weekly pay periods in advance of the date of lay-off. Such notice shall be in writing.

C. Recall from Lay-Off

1. An employee shall be recalled from lay-off in the reverse of the order in which he was laid off, provided that he has the ability to do the required work without additional training.
2. Employees shall be notified of recall by registered mail, return receipt requested, to the employee's last address contained in the Department's records. A copy of said notification shall be sent to the Union at the address set out in Article II. The offer to return to employment will be withdrawn ten (10) working days after the mailing date of the letter. If the employee receives the letter within the ten (10) day period referred to above, he must respond within three (3) days of receipt.

D. Seniority List

Within thirty (30) days after the execution of this Agreement, the Department shall furnish to the Union and post on the bulletin boards 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 list shall include references to this Section. The Union or any employee who questions the accuracy of the list may do so within thirty (30) days after posting of said list on all bulletin boards, by filing a written grievance with the Department specifying the alleged inaccuracy or inaccuracies. If no grievance is filed within the specified time limit, the list shall be for all purposes binding on the Parties and employees. If a grievance is filed, the list with respect to those items not specifically questioned by the grievance shall be, for all purposes, final, binding and

conclusive to the Parties and Support Staff. The Department shall furnish the Union with an up-to-date Seniority list annually and the above-mentioned objection procedure shall apply.

Section 5: New Employees

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

ARTICLE VIII
UNION SECURITY

Section 1: Deduction of Dues

All members of the Union shall authorize the Commissioner of Finance to deduct their union dues from their paychecks by completing and signing appropriate authorization cards. The Commissioner of Finance or his agents may be directed to transmit such dues to the Union.

Section 2: Non-Member Obligation

Any member of the bargaining unit shall be free not to join the Union; provided that non-members may pay to the Union on a bi-weekly basis, a fee equal to the union dues for services rendered by the Union.

ARTICLE IX

MANAGEMENT RIGHTS

Section 1: Rights to management operations

The Department hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Virgin Islands and of the United States, including, but not limiting the generality of the foregoing, the right:

- A)** To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B)** To hire all employees and subject to the provisions of law, to determine their qualifications;
- C)** To establish grades and courses of instruction including special programs and to provide for athletic, recreational and social events for students;
- D)** To determine class schedule, the hours of instruction and the duties, responsibilities and assignments of Support Staff and other employees with respect thereto.

Section 2: Departmental functions reserved

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Department, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws of the Virgin Islands and the Constitution of the United States.

Section 3: Departmental powers

Nothing contained herein shall be considered to deny or restrict the Department's rights, responsibilities, and authority under the Virgin Islands general school laws.

Section 4: Public policy

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 therefore;
- C.** Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging employees for cause, 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 time of emergency.

Section 5: Establishing rules and regulations

The Employer reserves the right to establish and enforce reasonable rules and regulations governing employment responsibilities of employee. Such rules and regulations and all amendments thereto shall be made known to all employees and to the Union and the application of such rules, regulations and amendments shall not be discriminatory or inconsistent with this Agreement.

ARTICLE X
SALARY

Employer agrees to pay salaries in accordance with the salary scales attached hereto and made a part hereof as the **Appendix A**.

ARTICLE XI
UNION RIGHTS AND INFORMATION

Section 1:

A copy of all departmental policy memoranda affecting the membership shall be sent to the Unions' mailing address and shall also be posted on each school and activity center bulletin board for a minimum of twenty (20) days.

Enumeration:

- A.** Support Staff who are elected or appointed to full-time or part-time paid positions with the Union or any organization with which it is affiliated will, upon proper application, be recommended for leave of absence without pay for the purpose of accepting those positions. Applications shall be made thirty (30) days prior to the beginning of the school year and shall specify whether they are for one semester or one year.
- B.** The Support Staff chairperson(s) or their designee(s), upon written request, may be granted an excused absence with pay to attend conferences. The sum total of days of excused absence for the above may not exceed, in the aggregate, twelve (12) working days in any one year for all chairpersons and their designees.
- C.** The Department shall make available to the Union any information, statistics, records, Support Staff work schedule, Support Staff salaries and budget, needed for the implementation of this contract and subsequent negotiations.
- D.** Whenever meetings, grievance proceedings, conferences or negotiations are mutually scheduled during working hours by the Parties to this contract, members of the bargaining unit and representatives of the bargaining agent scheduled to participate shall suffer no loss of pay, and substitutes for those members and representatives shall be provided. If necessary and available.
- E.** Support Staff representatives shall be given release time for the processing of grievances and the enforcement of this Agreement.
- F.** The Union representatives in each school, division and activity center shall have the rights to meet with the principals/supervisors for purposes of enforcing this contract.
- G.** Upon receiving permission from the principal/supervisor, which shall not arbitrarily be denied, Union members may meet in the schools/offices provided there is no interference with other activities. Union representatives may attend such meetings. Such requests should be submitted at least two (2) days in advance of the meeting date.

- H. The Union president or his designee, upon notifying the principal/supervisor or designee, shall have the right to go to any schools/offices and activity centers, and ascertain compliance with this Agreement.
- I. The Union president and Support Staff representative shall have the right to insert notices into the daily bulletin or daily gram that is circulating. Such insertion of notices shall be subject to the same reasonable and uniform regulations as apply to all other material.
- J. The Union representative shall have the right to utilize bulletin board space in the school/offices and Support Staff mailboxes for the dissemination of information.
- K. A copy of this contractual Agreement shall be provided to Management on CD-ROM and distributed by the Union to each member of the bargaining unit and will be posted on the Department of Education's website. If the Parties agree to provide a printed booklet, the costs shall be shared equally between the parties.
- L. This Agreement constitutes the terms and conditions of employment of Support Staff in the Virgin Islands schools and Department offices and activity centers.
- M. In the event a Support Staff employee receives a back pay settlement or award for any calendar month or pay period for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.
- N. The Department shall forward to the Union(s) a list of all employees within the bargaining unit by October 15th.
- O. No person or persons represented by the Union shall bargain individually or collectively with the Department of Education concerning any term or provision of this Agreement except through the authorized representative of the Union. Such authorization should be granted by the President or his designee.
- P. Special conferences to discuss specific issues or problems of Support Staff may be arranged between the local Union President and the District Superintendent or the Commissioner or his designee. No more than two (2) representatives of the Department and two (2) of the local shall attend such conferences unless additional representation mutually agreed upon in advance. Moreover, a written agenda of the matters to be taken up at each meeting shall be presented at the time the conference is requested.
- Q. Upon notifying their supervisor, building representatives shall be allowed one (1) hour release time monthly to attend union meetings. Supervisor shall approve unless there is urgent business pending.
- R. The Department shall provide the Union with a listing of each new employee hired including the activity center and position.

- S. The Union may use the school mail for communication between activity center/division. This shall not be arbitrarily denied.
- T. Copies of all departmental policy memorandums relating to employees must be sent to Union headquarters. If this is not done, employees cannot be expected to comply with the directive.
- U. All public schools support staff shall receive their bi-weekly check on the same day. Support Staff paychecks shall be sealed at the Central Office. Support Staff shall receive a check within four (4) weeks of the time they have been initially employed, provided they have submitted all necessary documents, as listed in the employee information bulletin.

ARTICLE XII
VACANCIES, PROMOTIONS AND TRANSFERS

Section 1: Promotions seniority

Promotions shall be made on the basis of departmental seniority and qualification 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 prove qualified for 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 2: Preferences for promotion

All employees of the unit who are on the eligible listing at the Division of Personnel for a higher position than the one presently occupied shall be given first preference before any vacant position is filled. No individual shall be hired from outside the unit unless a qualified unit member cannot be found. Members shall be free to accept or reject any promotion.

Section 3: Notice of job vacancies

All administrative vacancies in the classified service in the Department of Education shall be posted virtually, and in every school and activity center for at least fifteen (15) working days prior to selection of any candidate for the positions, or public advertisement of the vacancies. Said notices shall also be sent to the Union. Selections for positions within the classified service shall be made in accordance with Title 3 V.I.C., Chapter 25 or the Personnel Merit System and applicable federal law.

Section 4: Priorities to file job vacancies

When filling vacant permanent positions, the Department shall consider the qualifications and training of all applicants for the position. When the qualifications and training of two or more applicants are substantially equal, the Department shall fill the position giving priority to applicants in the following order:

- a. Permanent employee;
- b. Temporary employees with one (1) or more years of service;
- c. Any other applicant.

Section 5: Vacant position list made available

All new and vacant positions in the new fiscal budget shall be made available to the Union within fifteen (15) working days after the budget has been signed by the Governor and posted within each activity center. This section shall not preclude the right of the Employer to select an individual from outside the unit after a thorough attempt to fill said position with an individual from the unit.

Section 6: Filing vacant positions

The Department is urged to fill all vacant positions as expeditiously as possible.

Section 7: Priority for evening employment

All secretarial personnel of the Department of Education employed on and after the effective date of this Agreement shall be given first priority in evening employment in the following programs: Adult Education/Continuing Basic Education/Evening and Summer School programs.

Section 8: Secretarial vacancies

If a Secretarial Staff position becomes vacant within the schools, Secretarial Staff within the Department shall have equal opportunity for consideration.

Section 9: Compensation for acting supervisory position

An employee appointed to an acting supervisory position by the District Superintendent or the Commissioner or his designee shall be compensated at the new salary level beginning the effective date of appointment.

- * District employees should appeal to the District Superintendent
- * State employees should appeal to the Commissioner or designee.

Section 10: Secretarial position openings

If any vacancy for secretarial personnel exists within the Department of Education, secretarial personnel within the Support Staff bargaining unit shall have equal opportunity for consideration for such vacancies.

Section 11: Reduction in work load

If an increase or reduction of workload occurs and transfers are deemed necessary, the reverse order of seniority shall be a factor in determining who will be involuntarily transferred.

Section 12: Involuntary transfers

An employee may be involuntarily transferred only under one of the following conditions:

- a. Changes causing an increase or reduction of the workload. In cases of reduced workload, the reverse order of seniority will be the primary factor in determining who will be involuntarily transferred;
- b. Staffing of new offices;
- c. At the direction of the District Superintendent or the Commissioner of Education or his designee and upon a thorough review of the circumstances of each particular case.
 - * District employees should appeal to the District Superintendent.
 - * State employees should appeal to the Commissioner or designee.

An employee may be involuntarily transferred only under one of the following conditions:

- a. Changes causing an increase or reduction of the workload. In cases of reduced workload, the reverse order of seniority will be the primary factor in determining who will be involuntarily transferred.

Support Staff may be transferred by the District Superintendent within a district when, upon a thorough review of the facts and circumstances in each particular case, in his judgment such transfer is in the best interest of the Department. Enrollment changes causing an increase or reduction in Support Staff positions may be one of the conditions.

The District Superintendent shall consult with the union representatives or the affected employee prior to any transfer if a request for said consultation is made. The affected employee or the Union must make a request for said consultation within three (3) working days of written notification of the intent to transfer.

Transfers shall not, however, be utilized as a punitive measure. All requests for transfers on the grounds of hardship shall be considered by the Employer. It is recognized that the final decision regarding transfers shall rest with the Employer.

Section 13: Refusal to accept promotion

An employee has no obligation to accept an offered promotion, and shall suffer no loss of seniority or other benefits by refusing same.

Section 14: Promotion and grade level

An employee who is promoted shall receive a two (2) step increase within their present grade and shall be placed on their new grade level at the next (higher) step nearest their new salary.

Section 15: Desk audit request form

The Employer agrees to institute a desk audit request form, a copy of which will be provided to the employee. Further, the employee shall receive a copy of the audit findings.

ARTICLE XIII
HOURS OF WORK AND OVERTIME

Section 1: Recalls

Any employee who is recalled for work shall be guaranteed a minimum of four (4) hours pay at time and one-half his hourly salary rate.

Section 2: Overtime

Employees requested to work overtime Mondays through Saturdays shall be compensated at the rate of 1½ times their hourly wage for the time worked. All overtime is subject to approval by the District Superintendent or the Commissioner or his designee in advance.

Section 3: School calendar

1. School bus drivers shall follow the same school calendar as the school principals.
2. School Secretarial Staff and the Learning Resource Center clerical personnel shall return to work four (4) days before the principal prior to the beginning of school and depart two (2) days after the principal after the closing school. School bus drivers, school Secretarial Staff, and the Learning Resource Center clerical personnel shall also observe the same holidays as the school system.

Section 4: Compensation above grade level

Employees assigned duties of a higher classification shall be compensated after first day at a rate of \$4.50 above his/her hourly rate. This compensation shall be computed and made a part of the regular bi-weekly salary. Such assignment shall be made in writing.

Section 5: Night school secretaries

Night school secretaries shall be paid at an hourly rate not less than \$15.00 per hour.

Section 6: Time and attendance reports

Copies of the time and attendance report must be given to each employee prior to submission to the Payroll Division of the Department of Education.

Employees shall be notified if their timesheet is amended or their pay is docked. If an employee's pay is docked by error, the Employer shall use its best efforts to restore the pay as soon as possible.

Section 7: Kitchen managers

Kitchen managers shall not earn less than the employees under their supervision. In such instances, the Department will make the necessary adjustments to correct the inequity in consultation with the Union. Kitchen managers shall report for duty one (1) day before the kitchen workers.

ARTICLE XIV
EVALUATIONS AND PERSONNEL RECORDS

Section 1: Evaluation

Each permanent employee shall be given an annual evaluation. Management agrees to notify each employee in writing three (3) months before his anniversary date when work performance is unsatisfactory.

Section 2: Written evaluation

The annual written evaluation shall be given to each employee within four weeks of his anniversary date.

Section 3: Signing of observation conference

All observations shall be signed by the employee and the evaluator.

Section 4: Right to representation at evaluation conference

In the event a principal, supervisor or other administrator desires to discuss with an employee matters which may affect his position in respect to discharge, resignation, demotion or transfer, or which may result in an unfavorable anecdotal record, such administrator shall advise the employee in writing, that he may have a Union representative present at such conference. In the event that such employee attends the conference after such notice without such a representative, then any agreement or statement he makes may be used. If such notice is not given to the employee, no agreement or statement made by the employee at such discussion shall be used against or in respect to the employee for any purpose.

Section 5: Observations

No employee in this unit shall be required to evaluate his/her fellow employees. He or she may be required to observe/monitor the work assignments given to their fellow employees.

Section 6: Additional observation rights

Any employee may request additional observations.

Section 7: Right to comment on file

On evaluation, correspondence or other material derogatory about an employee's competence, character or manner shall be kept or placed on file without notice to the employee and opportunity for him to submit his comments. His reply shall be submitted within ten (10) working days after such notice. However, all privileged and confidential materials are hereby excluded from the provisions of this section.

Section 8: Achievement file

Administrators shall be encouraged to place in the employee's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic or professional nature, including any such materials received from outside, competent, responsible sources.

Section 9: Maintenance of personnel file

Official employee files shall be maintained under the following conditions:

- A. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within twenty (20) days of occurrence, exclusive of a vacation period, may not later be added to the file.
- B. The employee shall have the right to answer any material so filed within ten (10) working days and her answer shall be attached to the file copy.
- C. Where applicable, the employee may request in writing the examination of his own non-privileged record in the presence of the activity or division head, or designee. The examination shall take place within two (2) working days of the request, if possible, but not later than five (5) working days. In cases of emergency this request shall be granted immediately. Upon request, a single copy of any non-privileged document in the employee's file will be reproduced for the employee. The activity or division head or designee, and the employee shall affix their signatures on the folder and indicate the date on which the file was examined. Only those personnel whose official duty requires may inspect an employee's file. When an employee's file is inspected by such a person, that person shall give written notice to the supervisor of personnel files, indicating such inspection. The supervisor of personnel files shall be responsible for placing said written notice in the file.

Section 10: Inaccuracies

Material will be removed from the file when an employee's claim that it is inaccurate has been sustained.

Section 11: Effect of Non-disclosure

Any derogatory material placed in the personnel file and not shown to the employee within twenty (20) days after receipt by the Department shall not be allowed as evidence in any grievance or disciplinary action against an employee.

Section 12: Confrontation

An employee shall have a right to confront any person who lodges a charge against him with the Department. No disciplinary action can be taken against the employee if the complainant refuses such confrontation unless the Department possesses documentary evidence and/or independent confirmation and substantiation of the charge to justify disciplinary action. No written notation or

record of an oral complaint received by the Department from any source shall be placed in the employee's personnel files, unless investigated and substantiated.

ARTICLE XV
NO STRIKES OR LOCKOUTS

Section 1: Consequences of Violation

During the term of this Agreement, there shall be no strike or other work slowdown, stoppage, or lockout. Participation by Support Staff in an act violating this Section will be cause for immediate disciplinary action.

Section 2: Union Role

In the event of a strike or other violation of Section 1 of this Article, the Department shall notify the Union of any such act by the most expeditious and practicable means. Upon receipt thereof, the Union shall instruct the Support Staff engaged in such activity to terminate such strike or other disruption forthwith.

ARTICLE XVI
SAVINGS CLAUSE

Specifics: Renegotiation: Legislative Action

In the event that any provision of this Agreement or compliance therewith by the Department or the Union shall constitute a violation of the Virgin Islands or Federal Law, or regulations promulgated pursuant thereto, which would be applicable to this Agreement, then, in and in such event, 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 the Agreement, which remaining provisions shall not be affected. The provision or provisions affected shall be renegotiated between the Department and the Union. It is agreed by and between the Parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the Legislature has given its approval and it has been signed by the Governor.

ARTICLE XVII
DURATION AND TERMINATION

Section 1:

This Agreement shall become effective on 12:01 a.m. of the 1st day of September 2020, and shall expire on midnight of the 31st day of August 2023. Provided, however, that no provisions of this Agreement shall be given retroactive effect except those provided for in this Agreement.

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 part of this Agreement that requires funding therefore in order to be implemented shall not become effective until the Legislature of the Virgin Islands has enacted legislation appropriating such funds.

Section 3:

This Agreement contains the full and complete agreement between the Department of Education and the St. Thomas-St. John and St. Croix Federation for Teachers. Neither party shall be required during the terms hereof to negotiate or bargain upon any issue whether it is covered or not covered in this Agreement.

Section 4:

This Agreement may be amended or modified by the mutual agreement of the Parties in writing although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life thereof.

Section 5:

If either party desires to extend these agreements or to negotiate new agreements, it shall give written notice to the other party by May 1st, 2023. If the desire is expressed by either party not to extend, then both Parties shall exchange their proposals for new agreements no later than May 1st, 2023. Negotiations for subsequent or successor contracts shall commence on May 15th, 2023.

ARTICLE XVIII
ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and no alteration, understanding, variation, waiver, change or modification of any of the terms and conditions of the Agreement shall be applicable unless agreed to in writing by the Department and the Union.


IN WITNESS WHEREOF, the Parties hereunto set their hands and seals the day and year first above written.

**GOVERNMENT OF THE VIRGIN ISLANDS,
DEPARTMENT OF EDUCATION**


BY: 
JOSS N. SPRINGETTE, ESQ.
CHIEF NEGOTIATOR

DATED: March 22, 2022

AMERICAN FEDERATION OF TEACHERS


BY: 
LEONTYNE JONES
CHIEF NEGOTIATOR
PRESIDENT, LOCAL 1825

DATED: 3-21-22

BY: 
ROSA SOTO-THOMAS
ASSISTANT CHIEF NEGOTIATOR
PRESIDENT, LOCAL 1826

DATED: 3.21.22

APPROVED:

BY: 
HONORABLE ALBERT BRYAN, JR
GOVERNOR
UNITED STATES VIRGIN ISLANDS

DATED: 4/21/22

**GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF EDUCATION and the
AMERICAN FEDERATION OF TEACHERS, LOCALS 1825 AND 1826**

TENTATIVE WAGE AGREEMENT

PROFESSIONALS, PARAPROFESSIONALS AND SUPPORT STAFF

1. The Government of the Virgin Islands ("GVI") and the American Federation of Teachers ("AFT") Locals 1825 and 1826 (herein after collectively referred to as the "Parties") tentatively agree to the following wage agreement for the term of the Successor Collective Bargaining Agreement ("CBA") or "Successor Agreement").
2. The Parties' Successor Agreement for Professionals, Paraprofessionals and Support Staff shall have a three (3) year term commencing on September 1, 2020, retroactively, and terminating on August 31, 2023.
3. The Parties agree to the attached salary schedules for School Years 2020-2021, 2021-2022 and 2022-2023.
4. The salary increases for school years 2020-2021 and 2021-2022 shall be implemented effective September 1 of each year of the CBA retroactively. The salary increases for school years 2022-2023 shall be implemented effective September 1, 2022.
5. The Parties agree that the Successor Agreement between the Government of the Virgin Islands and the AFT, Locals 1825 and 1826 shall be comprised of mutually agreed wage proposals and terms of the CBA dated September 1, 2018, through August 31, 2020, which is being extended on a month-to-month basis, and language agreed to during negotiations which commenced on March 22, 2021 and continued through January 20, 2022.
6. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Professionals with a bachelor's degree (ET05) shall reflect a minimum starting salary of \$45,320.00 at Step 0 and a maximum salary of \$76,064.47 at Step 30.
7. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Professionals with a master's degree (ET06) shall reflect a minimum starting salary of \$47,380.00 at Step 0 and a maximum salary of \$77,400.38 at Step 30.
8. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Professionals with an Educational Specialist Degree (ET07) shall reflect a minimum starting salary of \$48,925.00 at Step 0 and a maximum salary of \$78,376.82 at Step 30.
9. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Professionals with a PhD(ET08) shall

reflect a minimum starting salary of \$49,440.00 at Step 0 and a maximum salary of \$79,559.26 at Step 30.

10. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Paraprofessionals shall reflect a minimum starting salary of \$30,900.00 at Step 0 and a maximum salary of \$44,195.24 at Step 30.
11. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Support Staff shall reflect a minimum starting salary at EC05 of \$27,851.20 at Step 0 and a maximum salary of \$70,400.50 at EC28, Step 8.
12. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Professionals with a bachelor's degree (ET05) shall reflect a minimum starting salary of \$46,679.60 at Step 0 and a maximum salary of \$78,346.40 at Step 30.
13. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Professionals with a master's degree (ET06) shall reflect a minimum starting salary of \$48,801.40 at Step 0 and a maximum salary of \$79,772.39 at Step 30.
14. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Professionals with an Educational Specialist (ET07) shall reflect a minimum starting salary of \$50,392.75 at Step 0 and a maximum salary of \$80,728.12 at Step 30.
15. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Professionals with a PhD (ET08) shall reflect a minimum starting salary of \$50,923.20 at Step 0 and a maximum salary of \$81,946.04 at Step 30.
16. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Paraprofessionals shall reflect a minimum starting salary of \$31,827.00 at Step 0 and a maximum salary of \$45,521.10 at Step 30.
17. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Support Staff shall reflect a minimum starting salary at EC05 of \$28,686.74 at Step 0 and a maximum salary of \$72,512.52.
18. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Professionals with a bachelor's degree (ET05) shall reflect a minimum starting salary of \$49,013.58 at Step 0 and a maximum salary of \$82,263.72 at Step 30.

19. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Professionals with a master's degree (ET06) shall reflect a minimum starting salary of \$51,241.47 at Step 0 and a maximum salary of \$83,708.51 at Step 30.
20. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Professionals with an Educational Specialist Degree (ET07) shall reflect a minimum starting salary of \$52,912.39 at Step 0 and a maximum salary of \$84,764.53 at Step 30.
21. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Professionals with a PhD (ET08) shall reflect a minimum starting salary of \$53,469.36 at Step 0 and a maximum salary of \$86,043.34 at Step 30.
22. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Paraprofessionals shall reflect a minimum starting salary of \$33,418.35 at Step 0 and a maximum salary of \$47,797.15 at Step 30.
23. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Support Staff shall reflect a minimum starting salary at EC05 of \$30,121.07 at Step 0, and a maximum salary of \$76,138.14 at EC28, step 28.
24. Employees in each bargaining unit will move one (1) step each year on the respective negotiated salary schedule associated with the Successor Collective Bargaining Agreement.

American Federation of Teachers, Locals 1825 and 1826
Tentative Wage Agreement
Professionals, Paraprofessionals and Support Staff
Page 4

This Agreement shall be ratified by members of the AFT Locals 1825 and 1826 and approved by the Governor of the Virgin Islands

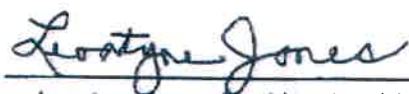
Tentatively agreed to by:

Government of the Virgin Islands

By: 
Joss Springette, Esq.
Chief Negotiator
Office of Collective Bargaining

Date: February 11, 2022

American Federation of Teachers

By: 
Leontyne Jones, President Local 1825
Chief Negotiator

Date: 2-9-22

By: 
Rosa Soto Thomas, AFT Local 1826
Assistant Chief Negotiator

Date: Feb. 9, 2022

Approved:


Honorable Albert Bryan, Jr.
Governor of the Virgin Islands

Date: 2-25-22

AFT WAGE PAYPLAN
SUPPORT STAFF

	Current Support Staff														
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
EC05	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,310	27,775
EC06	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,513	28,132	28,765	29,398
EC07	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,513	28,063	28,695	29,269	30,001	30,766
EC08	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,784	28,548	29,376	30,227	31,104	32,022
EC10	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,040	27,851	28,687	29,547	30,434	31,347	32,287	33,256
EC12	27,040	27,040	27,040	27,040	27,040	27,040	27,851	28,687	29,762	30,953	32,160	33,414	34,751	36,141	37,587
EC13	27,040	27,040	27,040	27,040	27,040	27,851	28,687	29,691	30,938	32,206	33,462	34,801	36,193	37,641	39,146
EC14	27,040	27,040	27,040	27,040	27,851	28,687	29,547	30,877	32,189	33,525	34,900	36,348	37,875	39,465	41,123
EC15	27,040	27,040	27,040	27,851	28,687	29,547	30,788	32,174	33,541	34,950	36,348	37,802	39,314	40,886	42,604
EC16	27,040	27,040	27,040	28,257	29,444	30,769	32,061	33,423	34,794	36,151	37,506	38,913	40,469	41,987	43,562
EC17	27,040	27,040	28,392	29,528	30,783	32,091	33,439	34,776	36,167	37,614	38,930	40,390	41,905	43,581	45,324
EC18	27,040	28,365	29,500	30,753	32,060	33,423	34,827	36,394	37,850	39,326	40,427	42,448	44,040	45,714	47,542
EC19	28,216	29,627	30,783	32,091	33,423	34,810	36,463	37,922	39,628	41,015	42,553	44,149	45,915	47,637	49,542
EC20	30,050	31,553	32,184	34,034	35,481	36,989	38,653	40,296	41,908	43,165	45,323	46,955	48,716	50,543	52,438
EC21	32,149	33,676	35,107	36,564	38,155	39,872	41,546	43,416	45,153	46,846	48,602	50,425	52,316	54,278	56,313
EC22	34,244	35,956	37,484	39,078	40,856	42,592	44,509	46,734	49,024	51,279	53,587	55,998	57,454	58,948	60,480
EC23	36,812	38,652	40,198	41,746	43,729	45,587	47,639	49,782	51,350	53,867	56,021	57,702	59,635	61,603	63,667
EC24	39,236	41,197	42,948	44,881	46,788	48,894	51,070	53,368	55,536	57,973	60,292	61,950	63,560	65,308	66,941
EC25	42,010	44,111	45,875	47,939	50,097	52,351	54,707	56,758	58,773	60,830	62,959	64,001	66,049		
EC26	44,458	46,792	48,804	50,976	53,269	55,720	57,837	59,919	61,997	64,001	66,049				
EC27	47,627	50,103	52,358	54,714	57,176	59,749	61,781	63,819	65,862	67,838					
EC28	50,924	53,623	55,902	58,222	60,376	62,369	64,458	66,521	68,350						

AFT- Management's Wage Proposal (3%, 3%, and 5%)

AFT WAGE PAYPLAN
SUPPORT STAFF

Year 1	Support Staff	3%	1	2	3	4	5	6	7	8	9	10	11	12	13	14
EC05	27,851.20	27,905.28	27,978.24	27,905.28	27,932.32	27,959.36	27,986.40	28,013.44	28,040.48	28,067.52	28,094.56	28,121.60	28,148.64	28,175.68	28,202.72	28,229.76
EC06	27,853.90	27,907.98	27,980.94	27,907.98	27,935.02	27,962.06	27,989.10	28,016.14	28,043.18	28,070.22	28,097.26	28,124.30	28,151.34	28,178.38	28,205.42	28,232.46
EC07	27,856.61	27,910.69	27,983.65	27,910.69	27,937.73	27,964.77	27,991.81	28,018.85	28,045.89	28,072.93	28,099.97	28,126.99	28,154.03	28,181.07	28,208.11	28,235.15
EC08	27,859.31	27,913.39	27,986.35	27,913.39	27,940.43	27,967.47	27,994.51	28,021.55	28,048.59	28,075.63	28,102.67	28,129.71	28,156.75	28,183.79	28,210.83	28,237.87
EC09	27,862.02	27,916.10	27,989.06	27,916.10	27,943.14	27,970.18	27,997.22	28,024.26	28,051.30	28,078.34	28,105.38	28,132.42	28,159.46	28,186.50	28,213.54	28,240.58
EC10	27,864.72	27,918.80	27,991.76	27,918.80	27,945.84	27,972.88	27,999.92	28,026.96	28,054.00	28,081.04	28,108.08	28,135.12	28,162.16	28,189.20	28,216.24	28,243.28
EC11	27,867.42	27,921.50	27,994.46	27,921.50	27,948.54	27,975.58	28,002.62	28,029.66	28,056.70	28,083.74	28,110.78	28,137.82	28,164.86	28,191.90	28,218.94	28,245.98
EC12	27,870.13	27,924.21	27,997.17	27,924.21	27,951.25	27,978.29	28,005.33	28,032.37	28,059.41	28,086.45	28,113.49	28,140.53	28,167.57	28,194.61	28,221.65	28,248.69
EC13	27,872.83	27,926.91	27,999.87	27,926.91	27,953.95	27,980.99	28,008.03	28,035.07	28,062.11	28,089.15	28,116.19	28,143.23	28,170.27	28,197.31	28,224.35	28,251.39
EC14	27,875.54	27,929.62	27,932.58	27,929.62	29,104.71	30,327.32	31,692.07	33,022.83	34,425.69	35,837.82	37,252.01	38,742.42	40,097.90	41,601.70	43,246.61	44,868.86
EC15	27,878.24	27,905.28	27,936.38	27,936.38	29,243.76	30,413.84	31,675.59	33,053.73	34,425.69	35,854.30	37,556.89	39,059.66	40,816.84	42,245.45	44,459.95	46,682.69
EC16	27,880.94	27,910.77	29,215.95	29,215.95	30,385.00	31,675.59	33,053.73	34,425.69	35,854.30	37,556.89	39,059.66	40,816.84	42,245.45	44,459.95	46,682.69	48,968.26
EC17	27,883.64	27,913.47	31,706.49	31,706.49	33,053.73	34,425.69	35,854.30	37,556.89	39,059.66	40,816.84	42,245.45	44,459.95	46,682.69	48,968.26	51,028.26	53,059.29
EC18	27,886.34	27,916.17	33,149.52	33,149.52	35,055.02	36,545.43	38,098.67	39,812.59	41,504.88	43,165.24	44,959.95	46,829.59	48,773.47	50,777.48	52,859.29	54,911.14
EC19	27,889.04	27,918.87	34,686.28	34,686.28	37,660.92	40,250.34	42,081.68	44,168.16	46,507.59	49,096.81	51,943.01	55,483.01	59,433.06	63,451.09	67,267.24	70,400.50
EC20	27,891.74	27,921.57	36,160.21	36,160.21	40,250.34	42,081.68	44,168.16	46,507.59	49,096.81	51,943.01	55,483.01	59,433.06	63,451.09	67,267.24	70,400.50	73,533.91
EC21	27,894.44	27,924.27	37,034.68	37,034.68	42,998.38	45,040.87	47,299.65	49,844.27	52,699.04	55,854.61	59,433.06	63,451.09	67,267.24	70,400.50	73,533.91	76,666.80
EC22	27,897.14	27,926.97	38,608.52	38,608.52	45,040.87	47,299.65	49,844.27	52,699.04	55,854.61	59,433.06	63,451.09	67,267.24	70,400.50	73,533.91	76,666.80	79,799.23
EC23	27,900.84	27,930.67	40,102.36	40,102.36	47,299.65	49,844.27	52,699.04	55,854.61	59,433.06	63,451.09	67,267.24	70,400.50	73,533.91	76,666.80	79,799.23	82,941.40
EC24	27,903.54	27,933.37	41,403.94	41,403.94	49,844.27	52,699.04	55,854.61	59,433.06	63,451.09	67,267.24	70,400.50	73,533.91	76,666.80	79,799.23	82,941.40	86,183.55
EC25	27,906.24	27,936.07	42,432.91	42,432.91	51,599.91	53,921.53	56,348.21	58,875.91	61,503.61	64,236.31	67,074.01	69,915.71	72,861.41	75,912.11	79,067.81	82,329.51
EC26	27,908.94	27,938.77	43,434.33	43,434.33	53,921.53	56,348.21	58,875.91	61,503.61	64,236.31	67,074.01	69,915.71	72,861.41	75,912.11	79,067.81	82,329.51	85,591.21
EC27	27,911.64	27,941.47	44,435.75	44,435.75	55,923.95	58,350.63	60,877.31	63,505.01	66,132.71	68,760.41	71,388.11	74,015.81	76,643.51	79,271.21	81,898.91	84,526.61
EC28	27,914.34	27,944.17	45,437.17	45,437.17	56,926.37	59,353.05	61,879.73	64,507.43	67,135.13	69,762.83	72,390.53	75,018.23	77,645.93	80,273.63	82,901.33	85,529.03

AFT Management's Wage Proposal (3%, 3%, and 5%)

AFT WAGE PAYPLAN
SUPPORT STAFF

Year 2	Support Staff 3%													
0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
EC05	28,686.74	28,714.59	28,742.44	28,770.29	28,798.14	28,825.99	28,853.84	28,881.69	28,909.55	28,937.40	28,965.25	28,993.10	29,020.95	29,048.80
EC06	28,689.52	28,717.37	28,745.22	28,773.07	28,800.93	28,828.78	28,856.63	28,884.48	28,912.33	28,940.18	28,968.03	29,188.54	29,845.24	30,516.79
EC07	28,692.31	28,720.16	28,748.01	28,775.86	28,803.71	28,831.56	28,859.41	28,887.26	28,915.12	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06
EC08	28,695.09	28,722.94	28,750.79	28,778.64	28,806.50	28,834.35	28,862.20	28,890.05	28,917.90	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06
EC09	28,697.88	28,725.73	28,753.58	28,781.43	28,809.28	28,837.13	28,864.98	28,892.83	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65
EC10	28,700.66	28,728.51	28,756.36	28,784.22	28,812.07	28,839.92	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83
EC11	28,703.45	28,731.30	28,759.15	28,787.00	28,814.85	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42
EC12	28,706.23	28,734.08	28,761.93	28,789.79	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01
EC13	28,709.02	28,736.87	28,764.72	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60
EC14	28,711.80	28,739.65	28,767.50	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60
EC15	28,714.59	28,742.44	28,770.29	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60
EC16	28,717.37	28,745.22	28,773.07	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60
EC17	28,720.16	28,748.01	28,775.86	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60
EC18	28,722.94	28,750.79	28,778.64	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60
EC19	28,725.73	28,753.58	28,781.43	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60
EC20	28,728.51	28,756.36	28,784.22	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60
EC21	28,731.30	28,759.15	28,787.00	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60
EC22	28,734.08	28,761.93	28,789.79	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60
EC23	28,736.87	28,764.72	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60	37,503.19
EC24	28,739.65	28,767.50	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60	37,503.19
EC25	28,742.44	28,770.29	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60	37,503.19
EC26	28,745.22	28,773.07	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60	37,503.19
EC27	28,748.01	28,775.86	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60	37,503.19
EC28	28,750.79	28,778.64	29,188.54	29,772.04	30,442.53	31,051.48	31,828.06	32,639.65	33,450.24	34,260.83	35,071.42	35,882.01	36,692.60	37,503.19

AFT- Management's Wage Proposal (3%, 3%, and 5%)

AFT - WAGE PAYPLAN
SUPPORT STAFF

Year 3	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
EC05	30,121.07	30,150.32	30,179.56	30,208.80	30,238.05	30,267.29	30,296.54	30,325.78	30,355.02	30,384.27	30,413.51	30,442.75	30,472.00	30,501.25	30,530.50
EC06	30,124.00	30,153.24	30,182.48	30,211.73	30,240.97	30,270.22	30,299.46	30,328.70	30,357.95	30,387.19	30,416.43	30,445.67	30,474.91	30,504.16	30,533.40
EC07	30,126.92	30,156.17	30,185.41	30,214.65	30,243.90	30,273.14	30,302.38	30,331.63	30,360.87	30,390.11	30,419.36	30,448.60	30,477.85	30,507.09	30,536.34
EC08	30,129.85	30,159.09	30,188.33	30,217.58	30,246.82	30,276.06	30,305.31	30,334.55	30,363.80	30,393.04	30,422.28	30,451.53	30,480.77	30,510.01	30,539.26
EC09	30,132.77	30,162.01	30,191.26	30,220.50	30,249.75	30,278.99	30,308.23	30,337.48	30,366.72	30,395.96	30,425.20	30,454.44	30,483.68	30,512.92	30,542.16
EC10	30,135.69	30,164.94	30,194.18	30,223.43	30,252.67	30,281.91	30,311.15	30,340.40	30,369.64	30,398.88	30,428.12	30,457.36	30,486.60	30,515.84	30,545.08
EC11	30,138.62	30,167.86	30,197.11	30,226.35	30,255.59	30,284.83	30,314.07	30,343.31	30,372.55	30,401.79	30,431.03	30,460.27	30,489.51	30,518.75	30,547.99
EC12	30,141.54	30,170.79	30,200.03	30,229.27	30,258.51	30,287.75	30,316.99	30,346.23	30,375.47	30,404.71	30,433.95	30,463.19	30,492.43	30,521.67	30,550.91
EC13	30,144.47	30,173.71	30,202.96	30,232.20	30,261.44	30,290.68	30,319.92	30,349.16	30,378.40	30,407.64	30,436.88	30,466.12	30,495.36	30,524.60	30,553.84
EC14	30,147.39	30,176.64	30,205.88	30,235.12	30,264.36	30,293.60	30,322.84	30,352.08	30,381.32	30,410.56	30,439.80	30,469.04	30,498.28	30,527.52	30,556.76
EC15	30,150.32	30,179.56	30,208.80	30,238.05	30,267.29	30,296.54	30,325.78	30,355.02	30,384.27	30,413.51	30,442.75	30,472.00	30,501.25	30,530.50	30,559.75
EC16	30,153.24	30,182.48	30,211.73	30,240.97	30,270.22	30,299.46	30,328.70	30,357.95	30,387.19	30,416.43	30,445.67	30,474.91	30,504.16	30,533.40	30,562.64
EC17	30,156.17	30,185.41	30,214.65	30,243.90	30,273.14	30,302.38	30,331.63	30,360.87	30,390.11	30,419.36	30,448.60	30,477.85	30,507.09	30,536.34	30,565.58
EC18	30,159.09	30,188.33	30,217.58	30,246.82	30,276.06	30,305.31	30,334.55	30,363.80	30,393.04	30,422.28	30,451.53	30,480.77	30,510.01	30,539.26	30,568.50
EC19	30,162.01	30,191.26	30,220.50	30,249.75	30,278.99	30,308.23	30,337.48	30,366.72	30,395.96	30,425.20	30,454.44	30,483.68	30,512.92	30,542.16	30,571.40
EC20	30,164.94	30,194.18	30,223.43	30,252.67	30,281.91	30,311.15	30,340.40	30,369.64	30,398.88	30,428.12	30,457.36	30,486.60	30,515.84	30,545.08	30,574.32
EC21	30,167.86	30,197.11	30,226.35	30,255.59	30,284.83	30,314.07	30,343.31	30,372.55	30,401.79	30,431.03	30,460.27	30,489.51	30,518.75	30,547.99	30,577.23
EC22	30,170.79	30,200.03	30,229.27	30,258.51	30,287.75	30,316.99	30,346.23	30,375.47	30,404.71	30,433.95	30,463.19	30,492.43	30,521.67	30,550.91	30,580.15
EC23	30,173.71	30,202.96	30,232.20	30,261.44	30,290.68	30,319.92	30,349.16	30,378.40	30,407.64	30,436.88	30,466.12	30,495.36	30,524.60	30,553.84	30,583.08
EC24	30,176.64	30,205.88	30,235.12	30,264.36	30,293.60	30,322.84	30,352.08	30,381.32	30,410.56	30,439.80	30,469.04	30,498.28	30,527.52	30,556.76	30,586.00
EC25	30,179.56	30,208.80	30,238.05	30,267.29	30,296.54	30,325.78	30,355.02	30,384.27	30,413.51	30,442.75	30,472.00	30,501.25	30,530.50	30,559.75	30,589.00
EC26	30,182.48	30,211.73	30,240.97	30,270.22	30,299.46	30,328.70	30,357.95	30,387.19	30,416.43	30,445.67	30,474.91	30,504.16	30,533.40	30,562.64	30,591.88
EC27	30,185.41	30,214.65	30,243.90	30,273.14	30,302.38	30,331.63	30,360.87	30,390.11	30,419.36	30,448.60	30,477.85	30,507.09	30,536.34	30,565.58	30,594.82
EC28	30,188.33	30,217.58	30,246.82	30,276.06	30,305.31	30,334.55	30,363.80	30,393.04	30,422.28	30,451.53	30,480.77	30,510.01	30,539.26	30,568.50	30,597.74

AFT - Management's Wage Proposal (3%, 3%, and 5%)

AFT WAGE PAYPLAN
SUPPORT STAFF


Joss Spraggitt, Esq.
Chief Negotiator

2/10/2022
Date


Leontyne Jones, President Local 1825
Chief Negotiator

2-9-22
Date


Rosa Soto Thomas, AFT Local 1826
Assistant Chief Negotiator

Feb. 9, 2022
Date


Honorable Albert Bryan, Jr.
Governor of the Virgin Islands

2-25-22
Date

APPENDIX B

AMERICAN FEDERATION OF TEACHERS (AFT), LOCAL 1825 and 1826

Special Schedule-Coaching

Effective September 1, 2020 – August 30, 2023

VARSITY

Tackle Football Head Coach	4,412.63
Assistant Head Coach	3,309.47
Assistant Coach	2,757.89
Basketball Coach	3,309.47
Assistant Coach	2,206.31
Volleyball Coach	2,757.89
Assistant Coach	2,206.31
Baseball Coach	2,757.89
Assistant Coach	2,206.31
Softball Coach (Girls)	2,757.89
Assistant Coach	2,206.31
Track & Field Coach	2,757.89
Assistant Coach	2,206.31
Cross Country Coach	2,757.89
Tennis Coach	2,757.89
Soccer Coach	2,757.89
Assistant Coach	2,206.31
Cheerleader Coach	2,757.89
Golf Coach	2,757.89
Dance Coach	2,757.89
Intramural Sport Coordinator	2,978.52

JUNIOR VARSITY

Flag Football Coach	2,868.21
Assistant Head Coach	1,544.42
Basketball Coach	2,868.21
Assistant Coach	1,654.73
Volleyball Coach	2,537.26
Assistant Coach	1,654.73
Baseball Coach	2,537.26
Assistant Coach	1,654.73
Softball Coach (Girls)	2,537.26
Assistant Coach	1,654.73
Track & Field Coach	2,537.26
Assistant Coach	1,654.73
Cross Country Coach	2,537.26
Tennis Coach	2,537.26
Soccer Coach	2,537.26
Assistant Coach	1,654.73
Cheerleader Coach	1,654.73
Intramural Sport Coordinator	1,853.30

ELEMENTARY

Track & Field Coach		2,426.94
Volleyball Coach		2,426.94
Basketball Coach		2,426.94
Cross Country Coach		2,426.94
All Other Coaches		2,426.94
Cheerleader Coach		1,103.16

MUSIC

Band Director		
Senior High		3,309.47
Junior High		2,647.58
Elementary		1,985.68
Chorus		
Senior High		2,206.31
Junior High		1,985.68
Elementary		1,765.05

ACADEMIC SCHEDULE

Group 1		
Guidance Counselor		2,206.31
Academic Coaches:		
Reading, Literary, Math		1,654.73
Paraprofessional (SIE)		1,418.34
Special Ed. Teachers		2,537.26
Specialist (Resource)		2,426.94
Department Chairpersons		2,316.63
Group 2		
Vocational Programs Advisors		1,654.73
Vocational State Chair		1,985.68
Senior High Quiz Bowl Coach		1,103.16
Senior National Honor Society		1,103.16
Assistant Senior Quiz Bowl Coaches		882.53
Advisers: FBLA, FCCLA, VICA		1,103.16

