



# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**GOVERNMENT OF THE VIRGIN ISLANDS  
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS, DEPARTMENT OF  
FINANCE, DEPARTMENT OF PROPERTY AND PROCUREMENT, VIRGIN ISLANDS  
POLICE DEPARTMENT, DEPARTMENT OF HUMAN SERVICES, DIVISION OF  
PERSONNEL, OFFICE OF THE LIEUTENANT GOVERNOR, TAX ASSESSOR'S  
OFFICE, ST. JOHN ADMINISTRATOR'S OFFICE, DEPARTMENT OF  
AGRICULTURE, DEPARTMENT OF TOURISM, DEPARTMENT OF EDUCATION  
(School Monitors), VIRGIN ISLANDS ENERGY OFFICE, BUREAU OF INTERNAL  
REVENUE AND LAW ENFORCEMENT PLANNING COMMISSION and THE  
BUREAU OF MOTOR VEHICLES**

**and**

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

**LOCAL UNION 8248 and 8249**

**EFFECTIVE DATE: 10/01/09  
EXPIRATION DATE: 09/30/13**

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## **PREAMBLE**

This Agreement effective October 1, 2009, by and between the GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS, hereinafter referred to as the "Employer" or "Agency" or "Department" and the UNITED STEELWORKERS, AFL-CIO-CLC, hereinafter referred to as the "Union" on behalf of employees in the bargaining units set forth in Article II – Scope and Recognition – of this Agreement.

Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective October 1, 2009.

## **ARTICLE I – PURPOSE**

### **Section 1:**

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

### **Section 2:**

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

### **Section 3:**

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

### **Section 4:**

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

## ARTICLE II – SCOPE AND RECOGNITION

### Section 1:

The Employer hereby recognizes the Union as the exclusive bargaining representative for all personnel in the appropriate bargaining units in the following Agencies as certified under the corresponding Department of Labor Order Numbers or Public Employees Relations Board Case Numbers, which are attached and made a part hereof:

| <b><u>AGENCY</u></b>                             | <b><u>CASE NO</u></b> |
|--|-----------------------|
| DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS     | GRC-0013-80           |
| DEPARTMENT OF FINANCE (Data Processing Division) | GRC-0010-79           |
| DEPARTMENT OF FINANCE (Various Divisions)        | GRC- 007-80           |
| DEPARTMENT OF FINANCE (Custodial Workers)        | PERB-RC-82-3          |
| DEPARTMENT OF PROPERTY AND PROCUREMENT           | GRC- 002-81           |
| V.I. POLICE DEPARTMENT (Non-Police Personnel)    | GRC- 009-79           |
| DEPARTMENT OF HUMAN SERVICES                     | GRC-0008-74           |
| DIVISION OF PERSONNEL                            | GRC-0012-80           |
| OFFICE OF THE LIEUTENANT GOVERNOR                | GRC- 001-81           |
| TAX ASSESSOR'S OFFICE                            | GRC-0011-80           |
| ST. JOHN ADMINISTRATOR'S OFFICE                  | PERB-RC-83-5          |
| ST. JOHN ADMINISTRATOR'S OFFICE                  | PERB-RC-85-2          |
| DEPARTMENT OF AGRICULTURE                        |                       |
| DEPARTMENT OF TOURISM                            | PERB-RC-82-6          |
| DEPARTMENT OF EDUCATION (School Monitors)        | PERB-RC-88-1          |
| V.I. ENERGY OFFICE                               | PERB-RC-83-7          |
| BUREAU OF INTERNAL REVENUE                       | PERB-RC-82-1          |
| LAW ENFORCEMENT PLANNING COMMISSION              | PERB-RC-90-1          |
| BUREAU OF MOTOR VEHICLES                         | PERB-RC-09-02         |

### Section 2:

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

purpose.

**Section 3:**

Work performed by employees may be contracted out by the Employer when it is determined that it can be performed by the contractor more efficiently or more economically. The Employer shall retain any member of the bargaining unit affected. Such member shall participate in training programs made available by the Employer in order to become qualified for other available jobs within the department or agency.

**Section 4:**

Title 3, Chapter 25 – Personnel Merit System, as amended, is adopted by Agreement except insofar as any provision in said Chapter is not inconsistent or in conflict with any other provision of this Agreement.

**Section 5:**

Any practice or custom followed as a matter of departmental policy and which is in existence as of the date of the execution of this Agreement shall continue during the term of this Agreement, provided that it is not inconsistent with any other provision of this Agreement, and subject to Article IV, Section 2 of this Agreement.

## **ARTICLE III – UNION SECURITY**

### **Section 1: Union Membership**

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

### **Section 2: Union Security**

- A. It shall be a condition of employment that each employee covered by this Agreement shall, as of the date of execution of this Agreement, or the employee's date of hire, whichever is later, commence and continue to pay to the Union either dues or payment-in-lieu of dues.
  
- B. The above paragraph shall not be construed to require any employee to become or remain a member of the Union as a condition of employment.
  
- C. A payment-in-lieu of dues shall be, as is provided in 24 V.I.C., § 373(d) (Act No. 4440), an amount equal to the costs to the Union for representation purposes proportioned among the members of the bargaining unit or an amount equal to the dues of a member, whichever is less. Provided, however, that if existing law is amended to eliminate the limitation of "whichever is less," then and in that event, as of the effective date of any such amendment, the preceding sentence shall be deemed amended to delete the words "whichever is less."
  
- D. It is the employee who shall choose whether to pay dues as a member or payment-in-lieu of dues as a non-member of the Union.

**Section 3: Check-off**

A. The Employer agrees to establish and maintain a check-off procedure whereby the Employer, through the Department of Finance, shall make biweekly payroll deductions of regular periodic Union membership dues as designated by the International Secretary Treasurer of the Union. Membership dues shall be deducted on the basis of individually signed check-off authorization cards. Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the month in which the Employer receives such authorization card.

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

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

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

**Section 4:**

Any employee hired in any Department whether temporary, part time, or permanent, upon performing in any classification within the bargaining unit as certified by PERB, the Department shall notify the Union within thirty (30) days of said employment.

## **ARTICLE IV – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **Section 1:**

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

- (a) Directing and supervising the employees of this unit;
- (b) Determining qualifications, standards for hiring, and the content of examinations therefor;
- (c) Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting or discharging employees
- (d) Maintaining efficiency of operations;
- (e) Determining methods, means and personnel by which the Employer's operations are to be conducted; and
- (f) Taking such actions as may be necessary to carry out the mission of the public employer in time of emergency

### **Section 2:**

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

### **Section 3:**

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

## **ARTICLE V – DISCIPLINE AND DISCHARGE**

### **Section 1: Rights of Discipline**

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

### **Section 2: Disciplinary Procedure**

Except as enumerated in Section 3 hereof, disciplinary action shall not be implemented and made part of employee's permanent personnel record until the employee shall have first been notified of the charges against him/her, is provided an explanation of the employer's evidence, and is given an opportunity to respond.

### **Section 3: Misconduct Warranting Immediate Disciplinary Action**

Notwithstanding the procedure delineated in Section 2 of this Article, the Department/Agency shall have the right to immediately discipline an employee, up to and including discharge, for the commission of one of the following offenses:

- A. Theft; embezzlement, or any other conduct involving dishonesty;
- B. Fighting, or government premises;
- C. Gambling;
- D. Consumption of alcoholic beverages during working hours or reporting for work intoxicated;
- E. Sale, purchase or illegal use of narcotics or other forbidden drugs;
- F. Deliberate destruction or removal of Department's/Agency's property, or that of another employee;
- G. Giving or taking a bribe of any kind;
- H. Conviction of a felony'
- I. Gross insubordination;

The foregoing enumeration of causes for discipline is by way of illustration and shall not be deemed to exclude the Department's/Agency's right to discipline an employee, up to and including discharge, for any other cause. Where the

Department determines to discipline an employee for a cause not hereinabove enumerated, the Department shall have the right to suspend said employee, with pay, pending the processing of a grievance, if any, through Grievance and Arbitration Procedure contained in Article V.

#### **Section 4: Employee's Right to Respond**

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

#### **Section 5: Employee Charged With Criminal Offenses**

The Employer shall have the right to place an employee arrested and charged with a criminal offense on administrative leave, with pay, pending the outcome of an internal Department/Agency investigation to determine whether there is just cause to impose disciplinary action.

#### **Section 6: Institution of Disciplinary Action**

There shall be a thirty (30) working day limit for the Department or Agency to institute disciplinary action against an employee. The institution of disciplinary action shall commence when an employee is given written notice of the charges against him/her.

#### **Section 7: Employee's Right to Compensation**

If an employee is suspended or discharged for cause, his right to compensation shall remain unaffected until a grievance challenging the suspension or discharge has been finally disposed of or the time in which to file a grievance has expired, whichever occurs first. However, the parties recognize that it is essential that a proper balance be maintained between an employee's right to unaffected

compensation and the Employer's right to manage its departments and agencies. Accordingly, to ensure that balance, the right to unaffected compensation pursuant to this paragraph shall not apply to an employee who is suspended or discharged for any offense.

**Section 8: Final Disposition or Grievance**

For purposes of this Article, a grievance shall be considered finally, concluded through the administrative process, when the Commissioner (or agency head) issues a final written decision relating to the grievance or when the Union appeals the matter to arbitration, whichever occurs first.

## ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1:

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

### Section 2:

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

### Section 3:

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

- A. **Step 1** The employee shall discuss the complaint or request with his immediate supervisor. The employee may elect to have a member of the Grievance Committee present during this discussion should he desire. The supervisor shall, within three (3) work days of said discussion, advise the employee in writing and, where appropriate, the Grievance Committee member of his decision.
- B. **Step 2** If the matter has not been resolved by the employee and his immediate supervisor in Step 1, it must be reduced to writing by the employee

or the Union within ten (10) work days and presented to the Division Head in order to be considered further. A meeting between the Division Head, the grievant and a member of the Grievance Committee shall be held to discuss the grievance within five (5) work days after it has been presented. Within ten (10) work days after this meeting has been held, the Division Head shall advise the grievant and the Chairman of the Grievance Committee, in writing, of his decision.

- C. **Step 3** If the Division Head's decision is not acceptable to the Union, then the Union, within five (5) work days after receiving the answer in Step 2, shall appeal the decision to the Commissioner/Director in writing. A meeting between the Commissioner/Director, the Representative of the International Union, the grievant and the Chairman of the Grievance Committee shall be held to discuss the grievance within ten (10) work days after it had been appealed to the Commissioner/Director. It is recognized that to accommodate the work schedule of the Representative of the International Union and the Commissioner/Director, it may be necessary to extend the time limits for this Step 3 meeting. Therefore it is agreed that should it be necessary to extend the limit of this Step 3 meeting, said time shall not be extended for more than twenty (20) work days from receipt of the Union's filing at Step 3. Within ten (10) work days after this meeting has been held, the Commissioner/Director shall advise the Representative of the International Union, the grievant and the Grievance Committee Chairman of his decision in writing. The decision shall contain a brief summary of the proceedings and the statement of the Commissioner's/Director's position. In the event of arbitration for the sole reason that the Employer has failed to observe the time limit of this Step 3, the Arbitrator's compensation and expenses shall be borne completely by the Employer.

**Section 4:**

Grievances which allege a violation directly affecting a large group of employees may be initiated by the Union at the Step 3 level of the grievance procedure outlined in this Article.

**Section 5:**

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

**Section 6:**

Grievances shall be presented promptly and in no event later than ten (10) work days after the employee or employees knew or should have reasonably known of the occurrence or non-occurrence of the incident which gave rise to the grievance.

**Section 7:**

- A. The time limits set forth in this Article shall be binding on the parties unless extended in writing and the processing of a grievance to arbitration shall not waive the rights of a party to assert before the arbitrator that the grievance was untimely processed.
  
- B. If the Union fails to process a grievance within the time limits provided, the grievance shall be considered disposed of on the last answer of the Department. The Union may withdraw a grievance at any step in the procedure by notifying the Department in writing. If the Department fails to process its response to a grievance within the time limits provided, the Union shall have the right of automatic appeal. If the Department initiated the grievance, the role shall be reversed.

**Section 8:**

If the grievance has not been resolved in Step 3 of the aforementioned procedure, the Representative of the International Union or his designee and the Employee may within five (5) work days after receiving the answer of the Commissioner, submit a written request to the Public Employees Relations Board (PERB) to refer the matter to mediation. The parties agree to utilize the rules and procedures for mediation as approved by the PERB.

**Section 9:**

- A. In the event a grievance remains unsettled under the foregoing procedures, the Representative of the International Union may, by written notice to the Commissioner within ten (10) work days of receipt of the latter's decision; appeal the matter to arbitration.
  
- B. The Arbitrator shall be selected by mutual agreement of the parties. For the purpose of selecting an impartial Arbitrator, the parties shall, within five (5) work days after the date of written designation of the grievance for arbitration, request from the Public Employees Relations Board a list of names and addresses of local impartial persons. The parties shall then make every effort to agree to one of the local persons on the list as the Arbitrator.
  
- C. In the event the parties are unable to agree on a local Arbitrator within ten (10) work days of the exchange of list, the parties acting jointly shall request the Federal Mediation and Conciliation Service to provide to the parties a panel of seven (7) arbitrators in accordance with the rules and procedures of the Service. Within ten (10) work days following receipt of such panel, the parties shall make every effort to agree to one of the persons from the panel as the Arbitrator.
  
- D. Each party, commencing with the one seeking arbitration, shall alternately strike one (1) name from the list and the name of the person last appearing on the list

shall be designated as the Arbitrator and his appointment shall be binding on both parties.

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

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

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

**Section 10:**

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

**Section 11:**

All time limits set forth in this Article may be extended by mutual agreement, but only in writing. Whenever used in this Article, the term "work day" means a calendar Monday through Friday, exclusive of holidays. If an employee is suspended, discharged or disciplined for cause, his right to compensation will remain unaffected until a grievance challenging the suspension or discharge has been finally disposed of or the time in which to file a grievance has expired, whichever occurs earlier. The parties recognize that it is essential that a proper balance be maintained between the employee's right to unaffected compensation and the Employer's right to manage its departments and agencies. Accordingly, to ensure the balance, the right to unaffected compensation pursuant to this paragraph will not apply to an employee who is discharged for committing a felony.

**Section 12:**

Grievances arising from suspension, demotion or discharge shall be appealed in writing directly to the Commissioner within ten (10) workdays of notice of such action. Such grievance shall be heard by the Commissioner within ten (10) workdays and written decision shall be submitted to the Union within three (3) workdays. In the event the grievance remains unsettled, the Representative of the International Union may by written notice to the Commissioner, within ten (10) workdays of receipt of the latter's decision, appeal the matter to arbitration as set forth in Section 8 of this Article.

**Section 13:**

Any discussion on proposals made but not adopted during negotiations shall not be used or referred to in any way during or in connection with arbitration of any grievance arising under the provision of this Agreement.

**SPECIAL NOTE**

In those Agencies of the Government that do not have a Division Head or Commissioner, grievances shall be appealed at Step 2 & 3 to the representatives of the Employer who have been designated to hear grievances at such steps.

## ARTICLE VII – SENIORITY

### Section 1: Seniority Defined

- A. Service Seniority is defined as an employee's length of continuous service with the Government of the Virgin Islands from the date of first employment or re-employment following a break in continuous service.
  
- B. Department Seniority is defined as an employee's length of continuous service with the Department or Agency from the date of first employment or re-employment following a break in continuous service.
  
- C. Job Classification Seniority is defined as an employee's length of service in his job classification.

### Section 2: Probationary Period

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first 180 days of employment and will receive no continuous service credit during such period. Probationary employees may initiate complaints under this Agreement, but may be laid off or discharged as exclusively determined by the Employer, provided that this will not be used for purposes of discrimination because of race, color, religion, creed, national origin, gender or sex, or because of membership in the Union. Upon completion of the probationary period, the employee shall accrue service, departmental and job classification seniority retroactive to date of hire. Employees whose positions are reclassified shall serve no probationary or trial period.

### Section 3: Application of Seniority

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

#### **Section 4: Seniority Lists**

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

#### **Section 5: Qualified Employees on Layoffs**

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

#### **Section 6: Termination of Seniority**

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

- (a) Resigns and is not rehired within one (1) year;
- (b) Retires;
- (c) Is discharged for just cause and not reinstated;
- (d) Is laid off for a period in excess of two (2) years;
- (e) Fails to report to work after recall from layoff within ten (10) work days after receipt of or notification by certified mail by the Employer to the last known address of such employee as shown on the Employer's record, provided that the Employer shall extend the notification period for a valid reason;
- (f) Is absent exceeding the period for which a leave of absence has been granted or extended without legitimate excuse; and
- (g) Fails to report for work after being off due to a compensable occupational injury or accident within ten (10) work days after this authorization to return to work by his doctor, or
- (h) Is absent from work days ten (10) consecutive scheduled work days without first notifying the Department, unless such failure to notify the Department is due to reasons beyond the control of the employee.

### **Section 7: Part-Time and Temporary Employees**

- A. A part-time employee is an employee who is regularly scheduled to work less than twenty (20) hours in a work week. A part-time employee shall not accrue any seniority rights.
  
- B. A temporary employee is an employee who is hired for an indefinite period on a non-permanent basis not to exceed one (1) year of the duration of the leave of absence of an employee whose vacancy is being filled. A temporary employee shall not accrue any seniority rights, provided, however, if the Employer decides to retain such employee at the termination of temporary employment, his seniority shall date from the original date of hire and he shall not be required to serve a further probation period.

### **Section 8: Super Seniority**

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

## **ARTICLE VIII – PROMOTIONS AND TRANSFERS**

### **Section 1:**

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

### **Section 2:**

- A. Notice of all job vacancies shall be posted on all bulletin boards of the Department. This notice will remain on the bulletin boards for ten (10) work days and shall include job title, salary grade and brief description of job duties including qualifications and necessary skills. An employee on an authorized absence of no more than forty-five (45) calendar days shall within ten (10) work days of his return to work be afforded an opportunity to bid on any job posting during the authorized absence.
  
- B. Employees who are absent from duty during the posting period due to extended leave in excess of forty-five (45) calendar days will receive notification of vacancies in their grade level or above. Such employee shall be notified by certified mail by the Employer to the last reported address as shown on the Employer's records. This written notice shall be mailed on the same date that the vacancy is posted.

### **Section 3:**

Departmental promotions shall be made on the basis of departmental seniority and qualifications to perform the work. In the event two or more employees have the same relative qualifications, the employee with the greatest departmental seniority shall be selected. An employee who is promoted shall be placed in the higher rated job for a trial period of sixty (60) calendar days, subject to an extension

of thirty (30) calendar days at the option of the Employer. If, in the judgement of the Employer, the employee does not perform satisfactorily the duties of the new position, he may be returned to his former position at any time within the trial period. The employee may choose to return to his former position at any time within the trial period, without loss of seniority in his former position.

**Section 4:**

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

**Section 5:**

Transfer of an employee made solely for the convenience of the Department to replace an employee who is on a paid or unpaid leave of absence may last for the duration of such leave of absence. Transfers to fill a permanent vacancy on an interim basis shall last for a period of not longer than ninety (90) calendar days.

**Section 6:**

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

**Section 7:**

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

## **ARTICLE IX – REDUCTION AND RESTORATION OF FORCE**

### **Section 1: Reduction in Work Force**

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

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

### **Section 2: Notification of Layoff**

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

### **Section 3: Recall from Layoff**

- A. An employee shall be recalled from layoff in the reverse order in which he was laid off provided he has the ability to do the required work without additional training.
  
- B. An employee shall be notified of recall by certified mail, return receipt request, to the employee's last address contained in the Department records. Simultaneously, a copy of said notification shall be given to the Local Union.

C. An employee who fails to notify the Department within ten (10) workdays after the receipt of the above recall letter of his intention to return to work within ten (10) work days shall be considered terminated provided that the Employer shall extend the notification period for a valid reason.

## ARTICLE X – RATES OF PAY AND CLASSIFICATION

### Section 1: Salary Increases and Application

1. The parites' successor agreement shall have a term of four (4) years, or from October 1, 2009 to September 30, 2013.
2. The right to bargain for salary increases, if any, is waived for the period October 1, 2005 through September 30, 2009.
3. Effective October 1, 2009 (Fiscal year 2010), the parties mutually agree to adopt the three (3) pay plans (FS, IS, and US), dated October 1, 2009, which are attached hereto and made a part of the Master Collective Bargaining Agreement effective October 1, 2009 to September 30, 2013.
4. Effective October 1, 2009 (Fiscal Year 2010), the parties mutually agree to adjust the FS, IS, and US pay plans to accommodate a minimum entry level of \$20,000 by increasing the starting rates for grades by \$3,462.00. **Employees covered by these Pay Plans shall maintain their current grade and step on the new Pay Plans for their respective positions.**
5. Effective October 1, 2009, (Fiscal Year 2010), the parties mutually agree to adopt the new SS Pay Plan, dated October 1, 2009, attached hereto. Employees covered by this new SS Pay Plan shall be slotted based on their respective years of experience for the life of the contract.
6. All employees hired, promoted, transferred into the Bargaining Unit on or prior to October 1, 2005, shall receive an increase of three (3) incremental steps on the pay plan dated October 1, 2009, which is applicable to their respective positions.

7. All employees hired promoted, transferred into the Bargaining Unit after October 1, 2005 but prior to October 1, 2006 shall receive an increase of two (2) incremental steps on the pay plan dated October 1, 2009, which is applicable to their respective positions.
8. All employees hired promoted, transferred into the Bargaining Unit after October 1, 2006 but prior to October 1, 2008 shall receive an increase of one (1) incremental steps on the pay plan dated October 1, 2009, which is applicable to their respective positions.
9. All employees hired, promoted or transferred into the Bargaining Unit after October 1, 2008 but prior to October 1, 2009 shall not receive a step increase on the pay plan dated October 1, 2009.
10. Effective October 1, 2010 (FY 2011), all employees in the Bargaining Unit covered by the respective pay plan shall receive a **2.5%** general salary increase. Such general salary increase shall be added to the various pay plans. In addition, each employee covered by the respective pay plan shall receive one (1) step incremental increase.
11. Effective October 1, 2011 (FY 2012), all employees in the Bargaining Unit covered by the respective pay plan shall receive a **2.25%** general salary increase. Such general salary increase shall be added to the various pay plans. In addition, each employee covered by the respective pay plan shall receive one (1) step incremental increase.
12. Effective October 1, 2012 (FY2013), all employees in the Bargaining Unit covered by the respective pay plan shall receive a **2.5%** general salary increase. Such general salary increase shall be added to the various pay plans. In addition, each employee covered by the respective pay plan shall receive one (1) step incremental increase.

13. This agreement shall not become effective unless ratified by the membership of the United Steelworkers and approved by the Governor of the United States Virgin Islands, the Honorable John P. de Jongh, Jr.
13. The incremental step increases provided herein shall not in any way affect the retroactive pay that is owed to employees of the bargaining unit under the terms of the Wage Agreements approved by the Governor on December 16, 1994 and September 28, 1998.
14. **All employees in the bargaining unit who retired on or after September 30, 2005, but before January 1, 2010 shall receive the credit of a three percent (3%) salary increase for each year worked or portion thereof between October 1, 2005 and September 30, 2009. Such retirees shall waive all retroactive pay corresponding to this increase, but shall receive retroactive pension adjustments from the Government Employee's Retirement System. The Employee's contribution shall be paid from such retroactive pension adjustment. The Employer shall pay its contributions to the Government Employee's Retirement System to allow for the recalculation of the Employee's pension.**

## **Section 2: Specifications and Classifications**

- A. The job position titles including series and the corresponding job grades shall be those set forth in Appendix B of this Agreement.
- B. In the event of an amendment or revision of a job specification the compensation of the incumbent shall not be reduced.
- C. Any change in a job specification or classification shall be reported to the Union in writing thirty (30) days in advance of its effective date.

D. An employee shall receive a copy of his job specifications, indicating the duties and responsibilities. An employee shall not be required to perform work, which is, unrelated to their job specifications. A copy of all job specifications shall be sent to the Union.

**Section 3:**

A. In the event of any assignment to a higher classification made solely for the convenience of the Department for a period lasting for more than one (1) payroll period, the Employer shall either pay the employee: (1) at his regular rate of pay plus ten percent (10%) or the minimum rate of 10% or (2) the labor grade to which he is temporarily assigned, whichever is higher, commencing with the second payroll period after the assignment.

B. An employee performing work in a position of a lower labor grade on a temporary basis at the request of the Department shall receive the applicable rate he otherwise would have received if he had not been temporarily assigned.

## ARTICLE XI – HOURS OF WORK AND OVERTIME

### Section 1: Workweek and Flex Hours

- A. An employee will be scheduled to work a normal period of forty (40) hours within the work week, beginning at 8:00 a.m. on Monday and ending at 5:00 p.m. on Friday, except for those employees currently occupying positions that are scheduled to begin or end at times other than specified herein. Each work day shall consist of eight (8) consecutive hours, excluding the lunch period.
  
- B. An employee may request a flexible eight (8) hour work schedule to begin at a time other than 8:00 a.m. to accommodate the special needs of the employee. Such request shall be granted if it does not unduly disrupt the operations of the department. Should a conflict arise regarding the scheduling of flex hours among employees on the same job, seniority shall be the determining factor.

### Section 2: Overtime Pay

- A. Overtime at the rate of one and one-half times the Employee's straight time hourly rate of pay shall be paid for:
  - 1. Work performed in excess of eight (8) hours in any one (1) workday;
  - 2. Work performed in excess of forty (40) hours in any one (1) workweek.
  
- B. Overtime at the rate of two (2) times the Employee's straight time hourly base rate of pay shall be paid for:
  - 1. Work performed in excess of forty-eight (48) hours in any one (1) work week;  
or
  - 2. Work performed on holidays provided pursuant to the Virgin Islands Code, Rules and Regulations, Executive Orders and/or directives.
  
- C. An employee eligible for overtime pay shall have the option to receive compensation at the applicable overtime rate or compensatory time off at the rate

of one and one-half (1 ½) hours for each hour worked. Compensatory time shall not accumulate in excess of forty (40) hours in any one (1) year and must be taken within ninety (90) days from the date earned. All compensatory time off shall be taken at times desired by the employee, subject to the approval of the Agency Head so that the public business will not be unduly affected. Compensatory time off not taken within the ninety (90) days shall be paid at the applicable overtime rate.

### **Section 3: Overtime Meal Allowance**

Any employee who is required to work two (2) or more hours past his regular scheduled shift shall be furnished a meal with beverage or meal allowance not to exceed twelve dollars (\$12.00) at the Employer's expense on or before his twelfth hour of work.

### **Section 4: Rotating Shift**

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

### **Section 5: Call-Back Pay**

An employee who is recalled for work shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 ½) his regular hourly salary rate.

### **Section 6: Night Differential**

Pay Differentials shall be paid in accordance with Virgin Islands Code Title 3 Section 559 (c) Pay Differentials

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

- (1) For night work of from 5 to 8 hours duration in a regular 8 hour shift, a differential of 10 percent of his basic rate of pay:
- (2) For more than 8 hours of night work, a differential of 15 percent of his basic rate of pay; Provided, That the night duty assignment was not made at the behest of the employee.

## **ARTICLE XII – LEAVES OF ABSENCE**

### **Section 1: Personal Leave**

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

### **Section 2: Union Business Leave**

Leave of absence, without pay, for the purpose of accepting positions with the International or Local Union, shall be available to not more than one (1) employee per agency at any given time. The leave must be approved by the Union and requested in writing by the employee. Such leave shall be for a period not to exceed twelve (12) months. Continuous service shall not be broken by leave for this purpose but shall continue to accrue.

### **Section 3: Convention Leave**

An employee(s) who has been elected or appointed by the Union to attend the International Union Convention/Conference will be granted six (6) days convention leave per annum without loss of pay or deduction from annual leave. The Union shall provide thirty (30) days advance notice.

#### **Section 4: Bereavement Leave**

- A. An employee who suffers the death of his or her spouse, parents or legal guardian, children, grandchildren, grandparents, brothers, sisters, mother-in-law, or father-in-law shall be entitled to four (4) days bereavement leave without loss of pay or deduction from annual leave.
  - 1. An employee who has a death in their family not mentioned above, (specifically uncles, aunts, nieces, daughter-in-law, nephew and son-in-law) shall be granted one (1) day bereavement leave in order to attend the funeral.
- B. An employee who suffers the death of any other relative by blood or marriage in the same household shall be entitled to four (4) days bereavement leave without loss of pay or deduction from annual leave.
- C. If the circumstances necessitate additional time off, the employee may use annual and/or sick leave.

#### **Section 5: Maternity Leave**

- A. Upon presentation of medical certificate confirming pregnancy, an employee may apply for and shall be granted maternity leave.
- B. To the extent available, an employee shall be permitted to charge any portion or all of her maternity leave to sick and/or annual leave. Where an employee has exhausted any sick or annual leave to which she might be entitled, the employee shall be allowed maternity leave without pay.
- C. An employee on sick or annual leave pursuant to this Article shall continue to accrue annual leave, sick leave and seniority. An employee on leave without pay pursuant to this Article shall continue to accrue only seniority and will be reinstated to her former position at the termination of leave.

## **Section 6: Family Leave**

- A. Any employee having a length of continuous governmental service of two (2) years or more may upon written request and appropriate substantiation be granted an unpaid leave of absence not to exceed six (6) months, surrounding the birth or adoption of a child or serious illness of a child, spouse, or parent. Such leave shall not be unreasonably withheld. To the extent available, an employee shall be permitted to charge any portion or all of such family leave to annual and /or sick leave.
  
- B. An employee on annual and/or sick leave pursuant to this Section shall continue to accrue annual leave, sick leave, and seniority. An employee on leave without pay shall continue to accrue only seniority and will be reinstated to his position at the termination of leave.
  
- C. Insurance coverage will remain in force provided that the employee on leave without pay contributes their share of premium cost.

## **Section 7:**

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

## **Section 8:**

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

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

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

- 1) one-half (1/2) day for each full biweekly pay period for an employee with less than three (3) years of service;
- 2) three-fourths (3/4) day for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth (1 ¼) day, for an employee with at least three (3) but less than 15 years of service; and
- 3) one (1) day for each full biweekly pay period for an employee with fifteen (15) or more years of service.

**Section 9:**

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

**Section 10:**

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

**Section 11:**

- A. An employee who becomes ill during his annual leave will not be charged annual leave for the period of illness provided he furnishes proof of such illness to the Employer upon his return to work.
  
- B. Employees who return to the Government service after an absence of no more than five years shall accrue leave at the rate accrued at the time of their most recent separation from Government Service unless such rate was less than specified above.
  
- C. The word "employees" when used in this section shall include all personnel in the Government Service, including "officers." The word "service" when used in this section shall include periods of active military service of up to ten years in the Armed Forces of the United States and periods of up to 10 years of Federal Government service in the Virgin Islands.

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

- 1) Except as provided in section 41 of Title 2 of this Code, all officers and employees of the Government of the Virgin Islands, regardless of tenure are entitled to sick leave which accrues at the rate of one-half (1/2) day for each full biweekly pay period.
  
- 2) 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 request made after return to duty.
  
- 3) An employee must submit proof of sickness for any absence from work for which his requests sick leave, regardless of the length of such absence.

Unless sick leave has been granted pursuant to prior request, an employee shall inform his immediate supervisor within three (3) hours of the start of his workday that he will not be reporting for work that day due to sickness, injury, or disability. Failure to notify a supervisor in a timely fashion, without just cause that his absence is due to sickness, injury, or disability may result in the entire day's absence being treated as leave without pay.

- 4) 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 submits a falsified request for sick leave to be processed, shall be subject to suspension and/or dismissal.
- 5) Proof of sickness for an absence of three (3) or more consecutive work days shall include a certificate from a practicing physician certifying that the employee was incapacitated for work.
- 6) Proof of sickness for an absence of less than three (3) or more consecutive work days shall be, 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 by the employee stating that he was incapacitated and unable to report to work due to illness, injury, or disability; provided, however, that additional reasonable proof of incapacity to work, including a certificate from a practicing physician, may also be required by a Department or Agency Head in individual cases of continued or flagrant abuse. Any absence from duty of any employee whose request for sick leave is denied under this Section shall be charged to annual leave or leave without pay at the option of the employee.

- 7) When required by serious disability or ailments, up to one hundred eighty (180) days sick leave may be advanced upon approval by the Commissioner/Director or Agency Head.
- 8) Sick leave which is not used by an employee accumulates for use in succeeding years.
- 9) Any employee of the Government of Virgin Islands who has accumulated sick leave shall retain all rights to such sick leave upon separation from one department, commission or branch of the Government of the Virgin Islands and being reemployed in another department, commission or branch of the Government of the Virgin Islands; provided, however, that not more than six (6) months shall lapse between separation and reemployment. The provisions of this subsection shall apply if the employee is separated or separates from Government Service in order to enter the military service of the United States or to attend an institution of higher education except, that in such case, not more than six (6) months shall lapse between either (i) separation from the military service and reemployment with the Government of the Virgin Islands or (ii) failure to enroll for the next academic session of the institution of higher education and reemployment with the Government of the Virgin Islands.

## **ARTICLE XIII – JURY AND WITNESS SERVICE**

### **Section 1: Jury Service**

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

### **Section 2: Witness Service**

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

## **ARTICLE XIV – MILITARY SERVICE LEAVE**

### **Section 1:**

An employee who is a member of an active reserve unit of any branch of the Armed Forces of the United States shall, in addition to any accrued leave, be entitled to administrative leave with pay for time spent in mandatory attendance at annual reserve summer training encampment, and at regular drills and training sessions conducted throughout the year (3 V.I.C., § 590).

### **Section 2:**

An employee is entitled to leave without loss in pay, time or performance or efficiency rating for each day, not in excess of thirty (30) days in a calendar year in which he is on Federal active duty, Territorial Active Military Service or training duty as a Reserve of the Armed Forces, or a member of the National Guard (23 V.I.C., §1524).

## ARTICLE XV – HOLIDAYS

### Section 1:

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

### Section 2:

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

|                                      |  |
|--------------------------------------|--|
| January 1                            | (New Year's Day)   |
| January 6                            | (Three King's Day)   |
| January 15                           | (Martin Luther Kings Birthday)                                   |
| 3 <sup>rd</sup> Monday in February   | (President's Day)  |
| March 31                             | (Transfer Day)   |
| Holy Thursday                        |  |
| Good Friday                          |  |
| Easter Monday                        |  |
| Last Monday in May                   | (Memorial Day)   |
| July 3                               | (V.I. Emancipation Day)<br>(Danish West Indies Emancipation Day) |
| July 4                               | (Independence Day)   |
| 1 <sup>st</sup> Monday in September  | (Labor Day)  |
| 2 <sup>nd</sup> Monday in October    | (Columbus Day and Puerto Rico Friendship Day)                    |
| November 1                           | (Liberty Day)  |
| November 11                          | (Veteran's Day)  |
| 4 <sup>th</sup> Thursday in November | (Thanksgiving Day)   |
| December 25                          | (Christmas Day)  |

December 26

(Christmas Second Day)

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

## **ARTICLE XVI – HEALTH, DISABILITY AND RETIREMENT BENEFITS**

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

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

## **ARTICLE XVII – EVALUATION AND PERSONNEL RECORD**

### **Section 1:**

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

### **Section 2:**

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

### **Section 3:**

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

## **ARTICLE XVIII – EDUCATION AND TRAINING**

### **Section 1:**

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

### **Section 2:**

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

### **Section 3: In-Service Education**

Attendance at in-service training, educational workshops and conferences are mandatory. When an employee refuses to attend such training, he shall be subject to disciplinary action. Exception shall be made based on the following:

- (a) Personal illness;
- (b) Illness or death of a member of his immediate family;
- (c) Vacation; or
- (d) Other legitimate reasons.

### **Section 4:**

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

### **Section 5:**

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

**Section 6:**

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

**Section 7:**

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

**Section 8:**

The Department will post notices of job-related courses for employees. Application for the opportunity to attend such courses will be forwarded to the selection officer or committee through the appropriate Departmental supervisor. Employees who have the requisite qualifications will be considered.

**Section 9: Tuition Reimbursement Program**

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

- (a) The course (s) of study to be taken by the employee must relate to the employee's field of employ as exclusively determined by the Department;
- (b) The course (s) must be taken at an accredited educational institution;
- (c) If the course is offered at more than one scheduled time, the employee must choose the class schedules which will least conflict with the employee's regular work schedule. If the employee is unable to obtain a class schedule which does not conflict with his work schedule, the Department will release the employee from work without loss of pay for

that period of time reasonably necessary to attend class; provided, however, that said release does not unduly disrupt the Department's regular scheduling and performance of work;

(d) An employee will be released from work only after he has received approval of the course from the Department and have presented evidence of their enrollment in the course to the Department; and

(e) Upon submission of evidence of enrollment and passing grade on satisfactory completion of the course, the Department will reimburse to the employee tuition costs and fees, including books and similar course materials, not to exceed \$1000.00 per semester. No Employee shall receive tuition in full, pursuant to this contract, where such tuition has been paid by scholarship or grant. However, if a scholarship or grant does not fully cover the tuition, the Department or Agency shall make up the difference.

### **Section 10: Study Leave Program**

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

B. An applicant for study leave must state his years of service in V.I. Government; period of leave sought; proof of acceptance from an accredited institution where study is to be pursued; plan of study and goal sought to be achieved. Applicant

must have at least three (3) years continuous service in the Department immediately prior to the date of application in order to be eligible.

- C. An applicant granted study leave with pay shall be obliged to submit interim academic progress reports signed by an academic advisor a responsible officer of the institution selected, and a final certificate of satisfactory completion of the study program. Failure to report satisfactory interim progress or final completion may be cause for withdrawal of leave status in whole or part.
  
- D. An employee granted study leave is required to perform at least two (2) years service with the Department following termination of such leave. If such employee resigns prior to the expiration of said two (2) year period, the Employer may offset pro-rata the cost of the year's pay against any cumulative annual leave payment, which may become due to the employee.

## **ARTICLE XIX – UNION ACTIVITIES**

### **Section 1: Notice to Employer**

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

### **Section 2: Negotiating Committee**

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

### **Section 3: Grievance Committee**

The Union shall establish a Grievance Committee for the St. Thomas / St. John District and for the St. Croix District. Each committee shall consist of not more than three (3) members of the Union. A member of the Grievance Committee shall be granted reasonable administrative time without loss of pay to investigate and/or process a grievance including necessary meetings with Management Personnel for this purpose.

### **Section 4: Bulletin Boards**

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

### **Section 5: Union Access**

Upon reasonable notice, officers and representatives of the Union shall be granted access to the Employer's facilities during working hours, unless prevented

by existing conditions, for the purpose of investigating, adjusting and discussing grievances, complaints, disputes, and/or other matters pertaining to this Agreement.

### **Section 6: Facilities**

Union members or representatives will be permitted to use designated facilities on Employer's premises to conduct Union business during non-working hours upon obtaining permission from the Department Head or designee.

### **Section 7: Telephones**

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

## **ARTICLE XX – LABOR-MANAGEMENT COMMITTEE**

### **Section 1:**

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

### **Section 2:**

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

### **Section 3:**

- A. The joint Labor-Management Committee will have as its purpose and shall give consideration to such matters as: the interpretation and application of rules, regulations and policies; the correction of conditions resulting in grievances and misunderstandings; the encouragement of good human relations in employee-supervisory relationships; the betterment of employee working conditions; the strengthening of employee morale; and the implementation of Equal Employment Opportunity and related matters.
  
- B. It is expressly agreed that individual grievances will not be discussed during Committee meetings.

## **ARTICLE XXI – SAFETY AND HEALTH**

### **Section 1:**

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

### **Section 2:**

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

### **Section 3:**

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

### **Section 4:**

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

### **Section 5:**

The Employer and the Union mutually agree to abide by applicable provisions of the Occupational Safety and Health Act. The Employer will furnish to the Union copies of any reports required by law.

### **Section 6:**

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

## **Section 7: Unsafe and Unhealthy Conditions**

- A. No employee shall be required to perform his duties under unsafe and unhealthy conditions. Employees shall not be required to perform their duties or remain in areas where there are malfunctioning air conditioners and lack of proper ventilation or where there is inadequate light.
  
- B. Whenever there is no running water on the premises, employees shall be permitted to leave the building for a reasonable time, subject to reporting to their Supervisor.

## **ARTICLE XXII – PAYROLL STATEMENT**

### **Section 1: Check-Stub Information**

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

### **Section 2: Accrued Year to Date Earnings and Deduction**

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

### **Section 3:**

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

## **ARTICLE XXIII – COPIES OF AGREEMENT**

The Employer and the Union agree to have the Agreement printed and distributed to all employees in the bargaining unit within sixty (60) days of the execution of this Agreement. It is further agreed that proof copies of the Agreement will be reviewed and approved by the Government and the Union prior to final printing. The parties agree to equally share the cost of printing.

## **ARTICLE XXIV – NON-DISCRIMINATION**

### **Section 1:**

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

### **Section 2:**

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

## **ARTICLE XXV – NO STRIKES OR LOCKOUT**

### **Section 1:**

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

### **Section 2:**

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

\*International President  
United Steelworkers  
Five Gateway Center  
Pittsburgh, Pennsylvania 15222

## **ARTICLE XXVI – SAVINGS CLAUSE**

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

## **ARTICLE XXVII – TOTALITY OF AGREEMENT**

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

## **ARTICLE XXVIII – MISCELLANEOUS PROVISIONS**

### **Section 1: Automation**

- A. When the installation of mechanical or electronic equipment may have an effect on the job status of the employees in the bargaining unit covered by this Agreement, the Employer shall review the matter with the Local Union not less than thirty (30) days in advance of the date of such installation.
- B. Should such equipment have an effect on the job status of employees in the bargaining Unit, the Employer shall utilize existing employees where possible, in the operation of said mechanical and electronic equipment and shall provide reasonable training for said employees when necessary.
- C. The provisions of this section shall not be construed as limiting the rights of the Employer under the provisions of Article IV, Management Rights and Responsibilities, of this Agreement.

### **Section 2: Individual Contracts**

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

### **Section 3: Coffee Break**

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

### **Section 4: Use of Personal Vehicles**

No employee shall be required to use his personal vehicle on Department business unless compensated therefor, in accordance with the applicable Executive

Order. Personnel required to use public transportation for departmental business shall be reimbursed therefor.

### **Section 5: Equipment and Supplies**

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

### **Section 6: Emergency Duty Transportation and Compensation**

In the event that the Governor or his designee proclaims a state of emergency as a result of a natural disaster and an employee is required to report to his duty station, while other employees remain on administrative leave, he shall be provided with transportation from home to his usual place or other station and return to the extent necessary. Such employee shall be paid time and one-half (1-1/2) for the time required to perform his duties during the period of emergency. In addition such employee shall receive a meal or meal allowance for eight (8) hours of reported duty.

### **Section 7: Armed Escort**

The Employer shall provide an armed escort to any employee required to physically transport cash in the discharge of his duties.

### **Section 8: Employee Lounge**

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

### **Section 9: Docking**

Employees shall be docked only for the amount of time they arrive on the job late after any applicable grace period. Any docking of time from annual leave first, then sick leave, and finally leave without pay. However, no actual time shall be deducted from an employee's leave until the employee has accumulated thirty (30) minutes or more in a pay period, which accumulation shall not extend into a succeeding pay period.

### **Section 10: Identification Tags**

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

### **Section 11: Time Off in lieu of Holidays**

If a paid holiday falls on an employee's scheduled day off, he shall receive a day off in lieu of such holiday. An in-lieu-of day shall be granted at a time most desired by the employee, if, in the discretion of the Agency Head, the public service of the Department will not suffer thereby; provided, however, that an in-lieu-of day earned shall be granted within six (6) months after the date upon which such time was earned. Time off earned in lieu of a holiday shall be recorded in a separate category.

### **Section 12: Illicit Drug Use**

An employee who has tested positive for illicit drug use for the first time must agree to attend drug abuse counseling or he shall be subject to disciplinary action. An employee covered by this Agreement who has tested positive for illicit drug use on two (2) separate occasions shall be terminated from his employment if he fails to enroll in and complete a drug treatment program. An employee who has tested positive for illicit drug use for a third time shall be terminated from his employment without the right of appeal.

**MISCELLANEOUS PROVISIONS APPLICABLE TO  
THE DEPARTMENT OF HUMAN SERVICES ONLY**

**Section 13: Transportation Need**

The Employer shall develop an effective method for meeting transportation needs for the conduct of official business. Through establishment of a car pool or other arrangement for deployment of departmental vehicles, Employer will move to insure that individual program units have consistent access to needed transportation. Vehicles shall be properly maintained to insure the personal safety of each employee and employees shall not be required to operate vehicles determined by the Employer to be unsafe.

**Section 14: Adequate Safeguards**

In work sites where actual violence is a problem, the Employer shall provide adequate safeguards, including security guards where necessary.

**Section 15: Case Load Size**

- A. For the purpose of determining the maximum caseload to be maintained by any social worker within the Department of Human Services, a case shall be defined as each individual receiving services from the appropriate unit/division.
  
- B. The Union and Management agree that the maximum caseload to be maintained by any social worker, at any time, shall be forty (40) cases.

**Section 16:**

All district offices, where possible, shall be equipped with a suitably furnished client waiting room.

**Section 17: On-Call Pay**

Social Workers working in Intake and Emergency Services, shall receive a \$2,500 differential added to their annual pay in compensation for remaining on call outside working hours.

**Section 18: Hazardous Duty Pay**

All Social Workers shall receive ten percent (10%) hazardous duty pay added to their base pay per annum.

**Section 19: Equipment**

Social Workers, Vocational Rehab Counselors and Front End/Fraud Investigators, working in the field, should be provided with the use of a communication device.

**MISCELLANEOUS PROVISIONS APPLICABLE TO  
LPN'S / RN'S ONLY**

**Section 13: Continuing Education Program**

The parties agree to incorporate by reference the provisions of Article XVIII – Education and Training of the USWA Master Agreement as applicable to the nurses of the Herbert Grigg Home for the Aged, Queen Louise Home and Lucinda Millin Home/ Whim Gardens.

The Employer, at no cost to the LPN/RN, shall provide CPR certification classes following AHA guidelines. The Employer shall provide sufficient CPR classes to follow adequate opportunity for the nurse to obtain this certification prior to its expiration.

- A. Where an LPN/RN is on duty and attends in-service programs his/her time shall be computed at straight time. When a LPN/RN is off duty and attends mandatory in-service programs he/she shall be compensated at time and one half.
  
- B. The In-Service Education Program shall maintain attendance record of each in-service provided. The Employer is responsible for maintaining a current Contact Hours Provider number to insure that educational offerings are eligible for Contact Hours. Each LPN/RN will be responsible for maintaining an annual continuing educational profile for the purpose of licensure renewal and performance evaluation.
  
- C. The In-Service Education Program of each agency shall post at each work site the title, date, time and subject matter of the In-Service Program, at least fifteen (15) days whenever possible, in advance of said offering.

#### **Section 14: Work Schedule**

- A. All LPN/RN shift employees shall not have scheduled personal or lunch periods, but shall be continuously on-duty for the eight hours. These employees, consistent with good operations, will be permitted reasonable time for necessary personal or meal time. The Employer will provide a suitable area for consumption of meals.
  
- B. Shift schedules shall be maintained for a period of four (4) weeks; no LPN/RN shall be required to work more than two shifts scheduled during this period, except in instances of a shortage of available staff or other emergency situations.

#### **Section 15: Annual Health Screening and Immunization Revisit**

The Employer will provide, an annual health screening to all LPNs/RNs covered by this Agreement. The health screening and immunizations shall include:

- A. PPD;
- B. Blood and Urine Analysis;
- C. Post Exposure Titers with Follow-Up Testing;
- D. Hepatitis B Screening and Booster;
- E. Pneumococcal and Influenza;
- F. HIV (with employees consent) and
- G. TB

All cost associated with these tests which the LPN/RN's health insurance does not cover shall be paid by the Employer.

#### **Section 16: Uniform Allowance**

Each LPN/RN functioning in areas of patient care and who are required through the Employer's Policies and Procedures to wear a uniform shall receive an initial three hundred and fifty dollars (\$350) uniform allowance and one hundred fifty dollars (\$150) for each subsequent year thereafter for maintenance.

## Section 17: Compensation for Additional Responsibilities

Nurse in Charge \$2.50/hr

(A staff nurse temporarily assigned to oversee the management of the unit in the absence of the Assistant Head Nurse or Head Nurse.)

A. Weekend Pay \$1.00/hr

(Weekend pay does not apply to those nurses choosing to work the weekend option.)

B. On call pay

LPN \$3.50/hr

RN \$4.25/hr

(On call time is time that an employee's is not actually on duty but is directed to be continually available for immediate return to duty by furnishing the supervisor with a location where he/she can be reached.)

C. Pursuant to Title 3 V.I.C. Section 559 (c), an employee who is assigned to regular night duty, that is, regularly scheduled to work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid differential at the following rates:

1. For night work from 5 to 8 hours duration in a regular 8 hour shift, a differential of 10% of his basic rate of pay:
2. For more than 8 hours of night work, a differential of 15% of his basic rate of pay: provided that the night duty assignment was not made at the request of the Employee.

## Section 18: Education Adjustments

Effective October 1, 2009, all RNs covered by the agreement shall have the following educational adjustments added to their base rates of pay;

BSN/BAN \$2,000

MA/MSN/MBA/MD \$3,000

PhD \$4,000

However a nurse will receive the adjustment only for the highest educational level achieved. If during the life of this agreement a nurse attains a higher degree, the nurse's salary will be adjusted to accommodate that degree.

**MISCELLANEOUS PROVISIONS APPLICABLE TO  
NON-POLICE EMPLOYEES IN THE V.I. POLICE DEPARTMENT ONLY**

**Section 13: Seventh Consecutive Day**

Because of the special nature of their work, Dispatchers shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for the seventh (7th) consecutive scheduled day, provided the hours worked in the workweek as a result of such scheduling is more than forty (40) hours for both the sixth (6th) and seventh (7th) consecutive scheduled day. For the purpose of this Section, Holiday, Sick Leave, Annual Leave and Bereavement Leave shall be counted as time worked.

**Section 14: Pay Differential**

In the above absence of a shift Supervisor, a Police Dispatcher shall be assigned as a shift leader and shall be paid a differential of ten percent (10%) of his base rate of pay. In the event two (2) or more dispatchers demonstrate the ability to perform shift leader duties in such an assignment, seniority shall be the determining factor.

**Section 15: Personal Days**

Police Dispatchers shall be granted two (2) personal days of (birthday and another day) with pay without conditions. Police Radio Dispatchers shall be granted three (3) additional personal days off per year with pay, under the following conditions. The radio dispatchers/employees who was not absent more than five (5) days or late more than ten (10) times in the preceding year. Such personal days off shall be schedule at the request of the employee at such time or times as it will not unduly disrupt dispatching operations. Personal days off provided herein shall not be charge to annual or sick leave or regular days off.

## **Section 16: Meal Period**

All Dispatchers shall be entitled to and granted a meal period of forty-five (45) minutes during his regular tour of duty.

## **Section 17: Training**

The Employer shall provide a continuing in-service training program for all Dispatchers to improve their efficiency.

## **Section 18:**

All employees engaged in trades such as mechanics and auto body repair, are required to provide the basic tools as identified by "Craftsmen Checklist" provided.

**Auto Body Repairman:** Hammer and dollies, wrench set (metric and standard), sockets (metric and standard), hacksaw, screwdrivers (flat and Phillips), vise grip, pliers, vise clamps, sanding block, wire brush, glass removing tool, hex wrenches, allen wrenches, tape measures and snips.

**Mechanic:** Complete tool box including; one set distributor wrenches, low circuit tester, brake spring tool, brake spring pliers, brake adjusting tool, feeler gauge, torque wrench, line wrenches (3/4 to 11/16), box wrench (3/8 to 3/4), open end wrench (3/8 to 3/4), metric wrenches (6mm to 19mm), metric hex keys (2mm to 10mm), hex keys (1/16 to 3/8) torque, screwdrivers, grove lock pliers, long nose pliers, cutting pliers, slip joint pliers, vice grip pliers, adjustable wrenches, punch and chisel set, 16oz. ball peen hammer, spark plug socket (5/8 or 13/16), deep socket (3/8 or 1/2 drive) standard drive socket (3/8 or 1/2 drive), metric sockets (3/8 drive 6mm to 19mm), 1/4 inch drive sockets, 3/8 and 1/2 drive extensions, one set universal sockets, single cut file and hacksaw and blade.

All craftsmen already employed in the Department shall have a period of three (3) months (90 days) after the ratification of this agreement to acquire these tools.

**MISCELLANEOUS PROVISIONS APPLICABLE TO THE DEPARTMENT OF  
FINANCE (TREASURY DIVISION ENFORCEMENT OFFICERS) ONLY**

**Section 13: Equipment and Uniforms**

- A. Upon entry into the Department, each officer shall be issued five (5) pairs of slacks, six (6) shirts, and two (2) pairs of shoes. One of the pairs of shoes shall be safety shoes. Uniforms and shoes shall be replaced annually upon submission of damage items.
  
- B. Effective fiscal year 2002 each enforcement officer shall receive an annual uniforms maintenance allowance of \$300.00 of which fifty percent (50%) shall be payable on the last day of the second quarter, and the last day of the fourth quarter of the fiscal year. All new employees shall be provided uniforms allowance on a pro-rata basis.
  
- C. All equipment issued shall be returned to the Employer upon termination for whatever reason. Employees are liable for all shortages and/or damages due to the employees' negligence.
  
- D. Weapons and badges shall be turned in upon suspension. If an employee leaves the Virgin Islands on leave status or goes on extended sick leave (which for purposes of this Section of the Agreement shall be defined as fifteen (15) working days), the weapon shall be turned in.

**Section 14: Training**

- A. All newly hired officers shall be trained for a period of no less than six (6) weeks.
  
- B. The Employer shall furnish firearms training as required by the Police Department for all officers. The equipment necessary for such training shall be provided by the Employer. The Department shall arrange and be responsible for

annual seminars or workshops to provide all officers with an update of all relevant changes in the law.

C. Upon satisfactory completion of training, the officers shall be issued firearms.

D. Recertification shall be held as required by the Virgin Islands Police Department.

### **Section 15: Statutory Benefits**

In accordance with applicable law, any officer who is injured while acting in his official authorized capacity shall be compensated and entitled to all statutory benefits as though he was performing his regular duties.

### **Section 16: Bullet Proof Vests**

Enforcement Officers shall not be mobilized for special police action which entails high personal risk unless they are provided bullet-proof vests.

### **Section 17: Physical Examination**

When employees are required by the Employer to take a physical examination, the cost, if any, shall be borne by the Employer.

### **Section 18: Personal Property**

Authorized personal property of an employee that is lost or damaged in the performance of duty shall be replaced or repaired, or its monetary value reimbursed to the employee by the Employer within a reasonable time provided that:

- (a) such loss or damage did not result from negligence of the employee;
- (b) said authorization is in writing; and
- (c) total reimbursement for any item shall not exceed \$250.00.

**Section 19: Badges**

Officers on field duty shall be issued badges, which will identify them as Enforcement Officers.

**Section 20: Communications**

Officers on field duty shall be provided with two-way radio communication capability. This section shall apply to the Department of Licensing and Consumer Affairs when funds are available.

**Section 21: Emergency Equipped Vehicles**

All vehicles being driven by Inspectors/Enforcement Officers/Peace Officers shall be equipped with first aid kits and fire extinguishers.

**Section 22: Secured Facility**

A locker with combinations etc, or other secured facility shall be provided for each officer at headquarters.

**Section 23: Vehicle**

Vehicles assigned to Inspectors/Enforcement Officers/Peace Officers shall be properly maintained to insure the personal safety of each officer, and officers shall not be required to operate any vehicle determined to be unsafe.

**MISCELLANEOUS PROVISIONS APPLICABLE TO  
THE DEPARTMENT OF PROPERTY AND PROCUREMENT ONLY**

**Section 13:**

- A. All Mechanics, Tradeshelper (Mechanics), Autobody Repairman, Tradeshelper (autobody repair), Chauffeur, Messengers, Custodial workers, General Maintenance workers and Warehouse Personnel (excluding office personnel), shall be issued three (3) pairs of slacks and five (5) shirts with Department emblems. Uniforms shall be replaced as needed, upon submission of worn, damaged items.
  
- B. Each employee as classified above shall receive an annual uniform maintenance allowance of \$300.00, which shall be payable on or before the last day of the second and fourth quarter of each fiscal year.
  
- C. All equipment/uniforms issued shall be returned to the employer upon termination of employment for whatever reason. Employees are liable for all shortages and/or damages due to employees' negligence.

**Section 14:**

No Mechanic, Autobody Repairman or Tradeshelper (Auto Mechanic/Autobody Repair) shall be required to work in the open yard for an extended period of time.

**Section 15:**

No Mechanic, Autobody Repairmen, Tradeshelper (Auto Mechanic/Autobody Repair) shall be required to work under a vehicle without creepers, wheel shocks and jack stands.

**Section 16:**

No Mechanics, Autobody Repairmen, Tradeshelper (Auto Mechanic/Auto Repair) shall be required to work in the Mechanic Shop under flooding conditions.

**Section 17:**

- A. When employees are required to perform duties in freezers, they shall be provided with freezer jackets, gloves and rubber boots.
  
- B. When employees are required to load and unload merchandise, a conveyor belt shall be provided for the vehicle through the warehouse.

**Section 18:**

In the event employees are required to perform duties in inclement weather, they shall be provided with a rain coat.

**Section 19:**

All employees engaged in trades such as mechanics, carpentry, masonry and auto body repair are required to provide the basic tools as identified by the "Craftsmen Checklist" provided.

**Carpenter:** Claw hammer, hand saw, hatchet, rule, big square, or framing square, jack flame.

**Mason:** Trowel, chipping hammer, float, spirit level, cord line claw hammer.

**Auto Body Repairman:** Hammer and dollies, wrench set (metric and standard) sockets (metric and standard), hacksaw, screwdrivers (flat and phillips), vise grip, pliers, vise clamps, sanding block, wire brush, glass removing tool, hex wrenches, allen wrenches, tape measures and snips.

**Mechanic:** Complete tool box including; one set distributor wrenches, low circuit tester, brake spring tool, brake spring pliers, brake adjusting tool, feeler gauge, torque wrench, line wrenches (3/4 to 11/16), box wrench (3/8 to 3/4), open end wrench (3/8 to 3/4), metric wrenches (6mm to 19mm), metric hex keys (2mm to 10mm), hex keys (1/16 to 3/8), torque, screwdrivers, groove lock pliers, long nose pliers, cutting pliers, slip joint pliers, vice grip pliers, adjustable wrenches, punch and chisel set, 16 oz. ball peen hammer, spark plug socket (5/8 to 13/16), deep socket (3/8 or 1/2 drive) standard drive socket (3/8 or 1/2 drive), metric sockets (3/8 drive 6mm to 19mm), 1/4 inch drive sockets, 3/8 and 1/2 drive extensions, one set universal sockets, single cut file and hacksaw and blade.

All craftsmen already employed in the Department shall have a period of ninety (90) days after the ratification of this agreement to acquire these tools.

## **MISCELLANEOUS PROVISIONS APPLICABLE TO THE V.I. BUREAU OF INTERNAL REVENUE ONLY**

### **Section 13: Monies Collected**

No employee is allowed to take home monies collected. Such funds will be deposited regularly or in the alternative they will be safely stored in the proper facilities provided for such purposes according to the Bureau's policy. A supervisor shall be available to receive all monies collected by the employees. All receipts in duplicate shall be signed by both parties (management and employee) indicating the amount received.

### **Section 14:**

Employees shall be introduced to Shop Steward within five (5) working days of commencing duty.

### **Section 15:**

- A. When through Administrative error, an employee receives benefits or pay in excess of which he is entitled, such employee shall be permitted to pay the excess as expeditiously as possible through an arrangement agreeable to both parties.
  
- B. If an employee terminates his employment with the Bureau prior to any liquidation of any over-payment described in "A" above, the Employer retains the right to satisfy any outstanding balance from any funds due and owing the employee prior to the effective date of his separation.

### **Section 16:**

Bullet proof windows shall be installed in the cashier's booth.

**Section 17:**

Prior to the close of business an employee shall be given the time necessary to balance the day's receipts, while another employee continues to handle customers. All collections made after the employee balances the day's receipt will be carried over to the following day.

**Section 18: Uniforms**

Upon entry into the Department, each officer shall be issued five (5) pairs of slacks and six (6) shirts. Uniforms shall be replaced annually upon submission of damaged items.

**Section 19: Training**

All Revenue Officers, Revenue Officer Trainee, Revenue Agents and Revenue Agent Trainees shall receive Federal Training and/or refresher courses at least once (1) every three (3) years.

**Section 20: Badges**

Revenue Officer Trainee, Revenue Agent and Revenue Trainees shall be issued badges, which will identify them as such.

**MISCELLANEOUS PROVISIONS APPLICABLE TO  
THE DEPARTMENT OF EDUCATION (SCHOOL MONITORS) ONLY**

**Section 13: Communications**

All school monitors shall be provided with two-way radios for communicating with the main office. Damage or stolen radios during active duty shall be replaced or repaired by the Department of Education or the school where the monitor works.

**Section 14: Uniforms**

The Department shall provide each monitor with two (2) caps, six (6) polo shirts with the departmental or school emblem, and I.D. tags and sanitary gloves. Uniforms shall be replaced as needed upon submission of worn or damaged items.

**Section 15: Description and classification Review**

The Office of Collective Bargaining shall facilitate discussions with the Department of Education, the Division of Personnel and the V.I. Police Department to develop appropriate job specifications for the School Monitors. The Commissioner of Education agrees to forward the Committee's findings to the Division of Personnel to determine the appropriate grade for the School Monitors.

**Section 16: Monitors Certification**

All certification training in one district will be offered in the other district.

**Section 17: Calendar School Year and Summer**

The department will arrange for all school monitors to take their vacation during the year in accordance with their annual leave balance.

**MISCELLANEOUS PROVISIONS APPLICABLE TO  
THE DEPARTMENT OF TOURISM ONLY**

**Section 13: Work Schedule**

Because of the special nature of their work, Information Officers may be scheduled to begin work on a day other than Monday to provide assistance to tourists on Saturday and/or Sunday including holidays. Such schedule shall be rotated among Information Officers and shall include two (2) full days off.

## **ARTICLE XXIX – DURATION AND TERMINATION**

### **Section 1:**

This Agreement shall become operative at 12:01 a.m. of the first (1st) day of October 2009, and shall expire at midnight of the thirtieth (30th) day of September 2013.

### **Section 2:**

This Agreement shall have no effect and shall be unenforceable unless signed by the Governor of the Virgin Islands provided, further, that any portion of this Agreement requiring legislative action to permit its implementation by providing additional funds therefor, shall not become effective until the Legislature of the Virgin Islands has enacted appropriate implementing legislation.

### **Section 3:**

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

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 14<sup>th</sup> day of October, 2000. 2010 vol. 1 VA

GOVERNMENT OF THE VIRGIN ISLANDS

BY: [Signature]  
DR. VALDEMAR A. HILL, JR.  
Chief Negotiator

UNITED STEELWORKERS  
AFL-CIO, CLC

BY: [Signature]  
LEO GERARD  
International President

BY: [Signature]  
STANLEY W. JOHNSTON  
International Secy/Treasurer

BY: [Signature]  
THOMAS CONWAY  
International Vice President  
(Administration)

BY: [Signature]  
FRED REDMOND  
International Vice President  
(Human Affairs)

BY: [Signature]  
R. DANIEL FLIPPO  
Director, District 9

BY: [Signature]  
RANDOLPH V. ALLEN, SR.  
Staff Representative-STT

BY: [Signature]  
GERARD JACKSON  
Staff Representative-STX

BY: [Signature]  
CINDY BARRY  
President, Local Union 8677

BY: [Signature]  
IRA HOBSON  
President, Local Union 8248

BY: [Signature]  
LUIS A. "TITO" MORALES  
President, Local Union 8249

APPROVED:

[Signature]  
Honorable JOHN P. DE JONGH, JR.  
Governor, U.S. Virgin Islands

DATE: 10/23, 2000.