

Between the

**UNITED INDUSTRIAL, SERVICE, TRANSPORTATION,
PROFESSIONAL AND GOVERNMENT WORKERS OF NORTH AMERICA
SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA,
ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT**

and the

GOVERNMENT OF THE VIRGIN ISLANDS

**Department of Agriculture
Department of Planning and Natural Resources
Department of Education
(Maintenance, School Lunch & Custodial Workers)
V.I. HOSPITALS & HEALTH FACILITIES CORPORATION
DEPARTMENT OF HEALTH-EMERGENCY MEDICAL SERVICES
Department of Housing, Parks and Recreation
V.I. Police Department (School Crossing Guards)
Department of Public Works
Waste Water Management Authority
Department of Human Services
Department of Labor
Department of Justice (Support Staff) and
Bureau of Corrections (Support Staff)
National Guard/VITEMA (Support Staff)
Veterans Affairs**

**EFFECTIVE DATE: October 01, 2005
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PREAMBLE

THIS AGREEMENT entered into this 16th day of April
2009, by and between the departments of:

- Department of Agriculture
- Bureau of Corrections (support staff)
- Planning & Natural Resources
- Education-school lunch, maintenance and custodial workers
- V.I. Hospitals & Health Facilities Corp.
- Department of Health
- Department of Housing, Parks and Recreation
- Department of Public Safety (School Crossing Guards)
- Department of Human Services
- Department of Public Works
- Waste Management Authority
- Department of Justice (Support Staff)
- Department of Labor
- National Guard/VITEMA (Support Staff)
- Veterans Affairs

of the Government of the U.S. Virgin Islands, hereinafter referred to as the "Employer", "Department" or "Agency", and the UNITED INDUSTRIAL WORKERS OF NORTH AMERICA, affiliated with the SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT affiliated with SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union".

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

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

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ARTICLE I
RECOGNITION

Section 1:

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

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

Section 2:

- A. The Employer agrees to notify the Union, in writing, when new employees are to be hired. The Union shall have the right to send applicants who are certified and eligible for the job or jobs in accordance with Personnel Policies and Procedures.

- B. This provision shall not be deemed to require the Employer to hire Union applicants or to preclude the Employer from hiring employees from other sources. The Employer, or other authorized Government entity, reserves the right to pass on the qualifications and experience of all applicants for employment.

- C. A copy of NOPA of all newly hired employees will be sent to the Union, within thirty (30) work days of execution of the NOPA by all parties.

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ARTICLE II
PAYROLL STATEMENT

Section 1:

The Employer agrees to provide each employee with an itemized statement in each pay period including hours of work during that pay period, accumulated sick and annual leave, and all deductions made from his/her wages.

Section 2:

Employees' individual requests for an itemized statement including hours worked, accumulated sick leave and annual leave shall be furnished to the employee within five (5) working days. Employees requests must be made in writing to the appropriate payroll office; employees 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.

Section 3:

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

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ARTICLE III
HOURS OF WORK AND OVERTIME

Section 1: Work Week

The standard payroll period for employees shall begin at 12:01 a.m. on Sunday and end at 12:00 p.m. midnight on the second consecutive Saturday. It shall consist of ten (10) eight (8) hour work periods on as many service days. An employee shall be granted four (4) off days within the payroll period, and at least two (2) of which shall be consecutive.

A shift employee is defined as an employee who performs a service on a regular or continuous basis for more than one shift during a twenty-four (24) hour period, (within a work week.)

Section 2: Overtime Pay

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

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

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

Section 3: Distribution of Overtime Work

A. When the Employer determines that work must be done on overtime, it will be authorized in writing in advance by a supervisor. The Employer will give advance written notice of the overtime when requiring employees to work overtime, except in cases of emergency. The Overtime assignment procedures will be used in the following order within each district:

- 1. Employees in the classification in the Department will be

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offered the overtime work in the order of their seniority commencing with the senior employee in the classification, in a manner to distribute the overtime opportunities on a reasonably equitable basis; however, an employee assigned to a project during his regular hours, which project can be completed in one (1) day, may be used to complete the project on overtime; then

2. If overtime needs are not filled by Subparagraph (1) above, then the overtime will be assigned by the Employer starting with the least senior employee in the classification in the Department who shall be required to work the overtime; however an equitable distribution of required overtime work shall be maintained and all employees shall be obliged to work a fair share of the overtime hours available and no employee except for extraordinary cause, shall consistently refuse overtime work. The supervisor's overtime list will be available to the Shop Steward.
 3. Employees overlooked in overtime assignments by classification must notify their supervisor and then will be offered the next overtime opportunity available until basic parity is achieved.
 4. The names of employees who consistently refuse overtime opportunity will be recorded, including number of hours they refused to work. The overtime authorization form will be utilized to document acceptance or rejection by the employee.
 5. For the purpose of overtime distribution, secretaries, clerks, janitors and laborers will be considered assigned to the division(s) in which they normally perform their work.
- B. Nothing in this section shall require the Employer to assign work on overtime that is not needed or which can be accomplished by employees on a straight time basis. No employee shall be forced

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to take time off his regular schedule to avoid the payment of overtime for hours worked outside his/her normal schedule.

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

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ARTICLE IV
UNION SECURITY

Section 1: Union Membership

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

Section 2: Union Dues

A. The Employer agrees to the establishment and maintenance of a check-off procedure whereby the Employer shall make payroll deductions, bi-weekly, of regular periodic union dues and initiation fees, and payment in-lieu of dues of an amount equal to two (2) times the members hourly rate of pay but not less than ten dollars (\$10.00) per month. Such deductions shall be based on an employee's written authorization to do so, submitted to the Employer by the Union. Deductions shall commence with respect to the pay period in which the Employer receives the employee's authorization. The Union reserves the right to change the amount of dues herein during the term of this Agreement after reasonable notice to the Employer. The Union shall assume the costs associated with any changes to the check-off procedure.

B. ALL MEMBERS OF THE BARGAINING UNIT REPRESENTED BY UIW, STP&G, SIU, NA, AFL-CIO, WHO ARE NOT MEMBERS OF THE UNION ARE REQUIRED BY LAW TO MAKE A PAYMENT-IN-LIEU OF DUES TO THE UNION. THE AMOUNT OF SUCH FEES SHALL NOT BE HIGHER THAN DUES DEDUCTED FROM UNION MEMBERS AND WILL BE DEDUCTED FROM THE PAY OF EACH SUCH EMPLOYEE UNDER AUTHORIZATION PROVIDED FOR THIS PURPOSE. THE REASONABLENESS OF THE AMOUNT MAY BE APPEALED TO THE PUBLIC EMPLOYEES RELATIONS BOARD, P. O. BOX 25435, GALLOWS BAY, ST. CROIX, U. S. VIRGIN ISLANDS, 00824-1435.

Section 3:

An employee who is a dues paying member of the Union shall continue to pay dues to the union for the term of this Agreement.

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ARTICLE V
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1:

The Government as Employer shall have the right to establish and execute public policy by:

- A. Directing and supervising the employees of this unit;
- B. Determining qualifications and standards for hiring and the content of examinations thereof;
- C. Hiring, promoting, transferring, assigning, retaining, disciplining, suspending, demoting, or discharging employees, subject to the provisions of this Agreement;
- D. Maintaining efficiency of operations;
- E. Determining methods, means and personnel by which the Employer's operations are to be conducted;
- F. Taking such actions as may be necessary to carry out the mission of the public employer in times of emergency;
- G. Any departmental or managerial function not limited by the terms of this Agreement is reserved to the Employer.

Section 2:

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

Section 3:

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

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ARTICLE VI
FRINGE BENEFITS

Section 1: Holidays

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


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

Section 2: Annual Leave

A. Employees shall be granted the amount of vacation time requested and approved provided he/she has sufficient accumulated leave to cover the vacation period and such leave does not interrupt the regular operations of the Agency. School crossing guards shall be allowed to take total leave time requested during the summer months, provided annual leave is available.

B. Notwithstanding the provisions of section 581 of Title III, and except as provided in Section 41 of Title II of the V.I. Code, all employees of the Government of the Virgin Islands, regardless of tenure, who enter Government Service after June 30, 1968, shall accrue annual leave as follows:

1. One-half ($\frac{1}{2}$) day or four hours (4 hrs) for each full bi-weekly pay period for an employee with less than three (3) years of service;
2. Six hours (6 hrs) day for each full bi-weekly pay period, except that the accrual for the last full bi-weekly pay period in the year is one and one-fourth ($1\frac{1}{4}$) days or ten hours (10 hrs) for an employee with three (3) but less than fifteen (15) years of service; and
3. One (1) day or eight hour (8 hrs) for each full bi-weekly pay period for an employee with fifteen (15) or more years of service.

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

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

§587 "Payment for Accumulated or Accrued Leave Upon Separation from service";

§588 "Refund Upon Re-Employment Before Expiration of Period Covered by Leave Payment";

§589 "Payment for Accumulated and Accrued Leave to Survivors of Deceased Personnel".

Section 3: Vacation Leave Policy

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

Section 4: Sick Leave

A. Except as provided in Section 41 of Title II of the V.I. Code, all officers and employees of the Government of the Virgin Islands, regardless of tenure are entitled to sick leave which accrues at the rate of one-half (1/2) day for each full bi-weekly pay period.

B. Proof of sickness shall be subject to such regulations as the Governor may prescribe. As of the date of this agreement said rules and regulations are as follows:

1. Sick leave is a leave of absence from duty on account of sickness, injury or disability which incapacitates the employee for work. This includes medical, dental and optical treatment. Sick

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leave may be granted pursuant to prior request, in appropriate cases, or pursuant to request made after return to duty.

2. An employee must submit proof of sickness for an absence from duty for which sick leave is requested, regardless of the length of such absence. Unless sick leave has been granted pursuant to prior request an employee must, as soon as possible on the day of absence from duty, inform his/her immediate supervisor that he/she will not be reporting for work that day due to sickness, injury or disability.
3. Supervisors shall keep accurate and complete records of all absences from duty by employees under their supervision, and of all reports of illness and requests for sick leave by those employees. Any supervisor/employee who knowingly falsifies request for sick leave to be processed, shall be subject to suspension or dismissal.
4. Proof of sickness for absence for two (2) or more consecutive days, or absence of the day immediately preceding or immediately following any weekend, or legal holiday, shall include a certificate from a practicing physician indicating the nature of the illness and certifying that the employee was incapacitated for work.
5. Proof of sickness for absence of less than two (2) days shall be by a signed statement from the employee and shall state specifically the nature of the illness which incapacitated the employee for work; provided, however, that additional reasonable proof of incapacity to work, including, certificate from a practicing physician, may also be required by a department/agency head in individual cases.
6. Whenever any employee has been granted sick leave pursuant to this Section for four (4) or more instances consecutive or non-consecutive, in any given fiscal year, proof of sickness for

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an employee has exhausted all sick leave to which she might be entitled, the employee may charge her maternity leave to annual leave and thereafter to leave without pay.

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

Section 9: Leaves of Absence

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

Section 10: Insurance

Health insurance shall be provided to all employees as set forth in Title 3, V.I. Code, Section 631-640.

Section 11: Duty Connected Disability

Disability compensation shall be awarded in accordance with provision of Title 3, V.I. Code, Section 584a (a-c).

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Section 12: Miscellaneous Benefits

Other benefits shall be as set forth in Title III, V.I. Code,
§641 "Payroll Deductions for Purchase of Bonds";
§642 "Withdrawal of Authorization to Purchase Bonds";
§643 "Service and Merit Awards";
§644 "Awards to Government Employees";
§645 "Appointment of Committee on Awards".

Section 13: Family Medical Leave Act

All employees are entitled to coverage pursuant to the Family and Medical Leave Act of 1993; Public Law 103-3 published February 5, 1993 (and any subsequent amendments).

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ARTICLE VII
UNION BUSINESS LEAVE

Section 1:

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

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

Section 2:

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

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seniority shall govern, except where otherwise provided. For the purposes of transfers for the convenience of the Department/Agency, job classification seniority shall govern, except where otherwise provided.

Section 6: Reductions in Work Force

A. Procedure

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

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

B. Notification from Lay-Off

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

C. Recall From Lay-Off

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

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

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

D. Classification Seniority List

Within thirty (30) days after the execution of this Agreement and every six months thereafter, the Department/ Agency shall furnish to the Union a full and complete list of all unit employees and their dates of hire and dates of service within their current job classifications; said list shall be referred to as the Seniority List. The Union or any employee who questions the accuracy of the list may do so within thirty (30) days after the posting of said list on all bulletin boards, together with a copy of this section of the contract by filing a written grievance with the Employer specifying the alleged inaccuracy or inaccuracies. If no grievance is filed within the specified time limit, the list shall be for all purposes binding and conclusive as to the parties and employees.

Section 7:

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

Section 8:

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

- A. Voluntarily resigns or retires;

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

Section 9:

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

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ARTICLE IX
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1:

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

Section 2:

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

Section 3: Step 3 Grievances

- A. Any grievance over a discharge, suspension or demotion shall be filed with the Department Head within three (3) working days after an employee is notified of the date of the discharge, suspension, or demotion or the grievance will be invalid. Such notification must be in writing and a copy shall be submitted to the employee, the Chief Shop Steward and the Union.
- B. In grievances involving discharge, suspension or demotion, a meeting between the Department Head (or his designee), the Chief Shop Steward/Shop Steward, the Union Representative and the employee shall be held to discuss the grievance within ten (10) working days after it has been presented to the Department Head. Within five (5) working days after this meeting has been held, the Department head (or his designee) shall advise the Union Representative, Chief Shop Steward and the employee of his decision in writing.
- C. Union grievances disputing the interpretation or application of a particular provision of this Agreement by the Department which generally affects a group of employees shall be filed by the Union with the Department Head not later than ten (10) working days after the date the Union learns or should have learned of the Department's disputed interpretation or application of the Agreement provision.

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