

**FINAL**

**A G R E E M E N T**

**Between**

**THE GOVERNMENT OF THE VIRGIN ISLANDS**

**DEPARTMENT OF EDUCATION**

**and the**

**ST. THOMAS-ST. JOHN FEDERATION OF TEACHERS**

**Local 1825, AFT**

**and the**

**ST. CROIX FEDERATION OF TEACHERS**

**Local 1826, AFT**

**SUPPORT STAFF**

**Effective Date: September 1, 2007**

**Expiration Date: August 31, 2011**



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## INDEX

|  |           |
|--|-----------|
| <b>NEGOTIATION TEAM.....</b>                                   | <b>2</b>  |
| <b>PURPOSE &amp; SCOPE.....</b>                                | <b>3</b>  |
| <b>PREAMBLE .....</b>  | <b>4</b>  |
| <b>ARTICLE I RECOGNITION .....</b>                             | <b>5</b>  |
| <b>ARTICLE II FAIR PRACTICES.....</b>                          | <b>6</b>  |
| SECTION 1: UNION MEMBERSHIP.....                               | 6         |
| SECTION 2: FREE SPEECH .....                                   | 6         |
| SECTION 3: PAYROLL STATEMENT .....                             | 6         |
| SECTION 4: PAY CHECKS .....                                    | 6         |
| SECTION 5: PROCEDURE FOR SUMMER MONTH PAY CHECKS .....         | 6         |
| SECTION 6: RECOGNITION OF SERVICE.....                         | 6         |
| SECTION 7: PRIORITY IN EMPLOYMENT OPPORTUNITIES .....          | 7         |
| SECTION 8: WORKMAN'S COMPENSATION.....                         | 7         |
| SECTION 9: NOTIFICATION.....                                   | 7         |
| SECTION 10: TARDINESS .....                                    | 7         |
| SECTION 11: USE OF STUDENTS .....                              | 7         |
| SECTION 12: NON-DISCRIMINATION .....                           | 7         |
| SECTION 13: NEW EMPLOYEE PROCEDURES.....                       | 7         |
| SECTION 14: EMPLOYEE LAY-OFF.....                              | 8         |
| SECTION 15: DISCIPLINARY ACTION TIME PERIOD .....              | 8         |
| SECTION 16: SUPPORT STAFF APPOINTMENT .....                    | 8         |
| SECTION 17: PAY CHECK PROCEDURE .....                          | 8         |
| SECTION 18: REQUESTS FOR LETTERS OF RECOMMENDATION .....       | 8         |
| SECTION 19: PHOTO IDENTIFICATION CARD .....                    | 8         |
| SECTION 20: DEPARTMENT CHAIN OF COMMAND CHART .....            | 8         |
| SECTION 21: COPY OF JOB SPECIFICATIONS AND DUTIES .....        | 8         |
| SECTION 22: APPOINTMENT OF ACTING SUPERVISOR .....             | 8         |
| SECTION 23: INCLUSION ON AGENDA.....                           | 9         |
| SECTION 24: APPROVED RAISES AND INCREMENTS.....                | 9         |
| SECTION 25: ACTIVITY CENTER.....                               | 9         |
| SECTION 26: NOTIFICATION OF CHANGES IN POLICIES.....           | 9         |
| SECTION 27: DRESS CODE .....                                   | 9         |
| <b>ARTICLE III GRIEVANCE &amp; ARBITRATION PROCEDURE .....</b> | <b>11</b> |
| <b>ARTICLE IV WORKING CONDITIONS .....</b>                     | <b>15</b> |
| SECTION 1: HEALTH AND SAFETY CONDITIONS .....                  | 15        |
| SECTION 2: OFFICE CLIMATE .....                                | 15        |
| SECTION 3: PROTECTIVE CLOTHING .....                           | 15        |
| SECTION 4: EQUIPMENT .....                                     | 15        |
| SECTION 5: TELEPHONE DIRECTORY .....                           | 15        |
| SECTION 6: EXTENSION PHONES .....                              | 15        |
| SECTION 7: FLEXIBILITY FOR LUNCH .....                         | 15        |
| SECTION 8: BREAKS .....  | 16        |
| SECTION 9: VEHICLES .....                                      | 16        |
| SECTION 10: MAINTENANCE OF AIR CONDITIONING UNITS .....        | 16        |
| SECTION 11: CLEANING OF OFFICE .....                           | 16        |

Tm 5/5/09

|  |           |
|--|-----------|
| SECTION 12: EATING AREA .....  | 16        |
| SECTION 13: TEACHER'S LOUNGES .....  | 16        |
| SECTION 14: EXTERMINATION SERVICE .....  | 16        |
| SECTION 15: LAVATORY AND DRINKING WATER .....  | 17        |
| SECTION 16: PERMISSION TO LEAVE PREMISES.....  | 17        |
| SECTION 17: LIGHTING AND VENTILATION .....   | 17        |
| SECTION 18: REPAIRS.....   | 17        |
| SECTION 19: COMPENSATION FOR PERSONAL VEHICLE, EMPLOYEE PARKING, LOSS OR DESTRUCTION OF PERSONAL<br>PROPERTY ..... | 17        |
| SECTION 20: REIMBURSEMENT FOR LOSS OR DAMAGE .....   | 17        |
| SECTION 21: TRANSPORT .....  | 18        |
| SECTION 22: TRANSPORTATION DURING STATE OF EMERGENCY .....   | 18        |
| SECTION 23: ATTENDANCE COUNSELORS .....  | 18        |
| SECTION 24: ADEQUATE STAFFING .....  | 19        |
| SECTION 25: SCHOOL BUS OPERATORS.....  | 19        |
| SECTION 26: FUNDRAISING .....  | 20        |
| <b>ARTICLE V LEAVES .....</b>  | <b>21</b> |
| SECTION 1: BEREAVEMENT LEAVE .....   | 21        |
| SECTION 2: ANNUAL AND SICK LEAVE STATUS .....  | 21        |
| SECTION 3: STUDY LEAVE RIGHTS.....   | 21        |
| SECTION 4: BULLETIN BOARD INFORMATION.....   | 21        |
| SECTION 5: STUDY LEAVE.....  | 21        |
| SECTION 6: PERSONAL LEAVE .....  | 21        |
| SECTION 7: SICK LEAVE.....   | 23        |
| SUB-SECTION A. PROOF OF SICKNESS .....   | 23        |
| SECTION 8: MATERNITY LEAVE .....   | 24        |
| SECTION 9: LEAVE WITHOUT PAY.....  | 25        |
| SECTION 10: CUMULATIVE SICK LEAVE.....   | 25        |
| SECTION 11: APPROVAL OF ANNUAL LEAVE .....   | 26        |
| SECTION 12: PAYMENT OF VACATION SALARY .....   | 26        |
| <b>ARTICLE VI CAREER LADDER AND TRAINING .....</b>   | <b>27</b> |
| SECTION 1: JOB STATUS.....   | 27        |
| SECTION 2: WORKSHOPS AND CONFERENCES .....   | 27        |
| SECTION 3: COMPENSATION RATES .....  | 29        |
| <b>ARTICLE VII SENIORITY AND LAY-OFFS .....</b>  | <b>30</b> |
| SECTION 1: SENIORITY DEFINED .....   | 30        |
| SUB-SECTION A. SERVICE SENIORITY .....   | 30        |
| SUB-SECTION B. JOB CLASSIFICATION SENIORITY.....   | 30        |
| SECTION 2: PROBATIONARY, PART-TIME AND TEMPORARY EMPLOYEES.....  | 30        |
| SECTION 3: SENIORITY TO GOVERN LAY-OFFS, ETC. ....   | 31        |
| SECTION 4: REDUCTIONS IN WORK FORCE.....   | 31        |
| SUB-SECTION A. PROCEDURE.....  | 31        |
| SUB-SECTION B. NOTIFICATION OF LAY-OFF.....  | 31        |
| SUB-SECTION C. RECALL FROM LAY-OFF .....   | 32        |
| SUB-SECTION D. SENIORITY LIST.....   | 32        |
| SECTION 5: NEW EMPLOYEES .....   | 32        |
| <b>ARTICLE VIII UNION SECURITY .....</b>   | <b>33</b> |
| SECTION 1: DEDUCTION OF DUES.....  | 33        |
| SECTION 2: NON-MEMBER OBLIGATION. ....   | 33        |

Tms/5/09

|   |           |
|---|-----------|
| <b>ARTICLE IX MANAGEMENT RIGHTS.....</b>                          | <b>34</b> |
| SECTION 1: RIGHT TO MANAGE OPERATIONS .....                       | 34        |
| SECTION 2: DEPARTMENTAL FUNCTIONS RESERVED .....                  | 34        |
| SECTION 3: DEPARTMENTAL POWERS .....                              | 34        |
| SECTION 4: PUBLIC POLICY .....                                    | 34        |
| SECTION 5: ESTABLISHING RULES & REGULATIONS.....                  | 35        |
| <b>ARTICLE X SALARY.....</b>                                      | <b>36</b> |
| <b>ARTICLE XI UNION RIGHTS AND INFORMATION.....</b>               | <b>37</b> |
| SECTION 1: .....  | 37        |
| ENUMERATION .....   | 37        |
| <b>ARTICLE XII VACANCIES, PROMOTIONS AND TRANSFERS .....</b>      | <b>40</b> |
| SECTION 1: PROMOTION SENIORITY.....                               | 40        |
| SECTION 2: PREFERENCES FOR PROMOTION.....                         | 40        |
| SECTION 3: NOTICE OF JOB VACANCIES .....                          | 40        |
| SECTION 4: PRIORITIES TO FILL JOB VACANCIES .....                 | 40        |
| SECTION 5: VACANT POSITION LIST MADE AVAILABLE .....              | 41        |
| SECTION 6: FILLING VACANT POSITIONS .....                         | 41        |
| SECTION 7: PRIORITY FOR EVENING EMPLOYMENT.....                   | 41        |
| SECTION 8: SECRETARIAL VACANCIES .....                            | 41        |
| SECTION 9: COMPENSATION FOR ACTING SUPERVISORY POSITION.....      | 41        |
| SECTION 10: SECRETARIAL POSITION OPENINGS .....                   | 41        |
| SECTION 11: REDUCTION IN WORK LOAD.....                           | 42        |
| SECTION 12: INVOLUNTARY TRANSFERS .....                           | 42        |
| SECTION 13: REFUSAL TO ACCEPT PROMOTION.....                      | 42        |
| SECTION 14: PROMOTION AND GRADE LEVEL .....                       | 42        |
| SECTION 15: DESK AUDIT REQUEST FORM.....                          | 42        |
| SECTION 16: TRANSFERS .....                                       | 43        |
| <b>ARTICLE XIII HOURS OF WORK AND OVERTIME .....</b>              | <b>44</b> |
| SECTION 1: RECALLS .....  | 44        |
| SECTION 2: OVERTIME .....   | 44        |
| SECTION 3: SCHOOL CALENDAR .....                                  | 44        |
| SECTION 4: COMPENSATION ABOVE GRADE LEVEL.....                    | 44        |
| SECTION 5: NIGHT SCHOOL SECRETARIES.....                          | 44        |
| SECTION 6: TIME AND ATTENDANCE REPORTS .....                      | 44        |
| SECTION 7: KITCHEN MANAGERS .....                                 | 45        |
| <b>ARTICLE XIV EVALUATIONS AND PERSONNEL RECORDS.....</b>         | <b>46</b> |
| SECTION 1: EVALUATION .....                                       | 46        |
| SECTION 2: WRITTEN EVALUATION.....                                | 46        |
| SECTION 3: SIGNING OF OBSERVATION REPORT .....                    | 46        |
| SECTION 4: RIGHT TO REPRESENTATION AT EVALUATION CONFERENCE ..... | 46        |
| SECTION 5: OBSERVATIONS .....                                     | 46        |
| SECTION 6: ADDITIONAL OBSERVATION RIGHTS.....                     | 46        |
| SECTION 7: RIGHT TO COMMENT ON FILE.....                          | 47        |
| SECTION 8: ACHIEVEMENT FILE.....                                  | 47        |
| SECTION 9: MAINTENANCE OF PERSONNEL FILES .....                   | 47        |
| SECTION 10: INACCURACIES .....                                    | 48        |
| SECTION 11: EFFECT OF NON-DISCLOSURE .....                        | 48        |
| SECTION 12: CONFRONTATION .....                                   | 48        |

|   |           |
|---|-----------|
| <b>ARTICLE XV NO STRIKES OR LOCKOUTS.....</b>                 | <b>49</b> |
| SECTION 1: CONSEQUENCES OF VIOLATION .....                    | 49        |
| SECTION 2: UNION ROLE .....                                   | 49        |
| <b>ARTICLE XVI SAVING CLAUSE .....</b>                        | <b>50</b> |
| <b>ARTICLE XVII DURATION AND TERMINATION .....</b>            | <b>51</b> |
| <b>ARTICLE XVIII ENTIRE AGREEMENT.....</b>                    | <b>52</b> |
| <b>APPENDIX "A" SPECIAL SCHEDULE-COACHING .....</b>           | <b>53</b> |
| <b>APPENDIX "B" SCHEDULE B – SUPPORT STAFF PAY PLAN. ....</b> | <b>55</b> |
| <b>APPENDIX "C" TENTATIVE AGREEMENT.....</b>                  | <b>56</b> |

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## NEGOTIATION TEAM MEMBERS

### UNION:

| Name                   | Title                               | Local           |
|------------------------|-------------------------------------|-----------------|
| TYRONE J. MOLYNEAUX    | PRESIDENT/CHIEF<br>NEGOTIATOR       | AFT, LOCAL 1826 |
| VERNELLE S. DE LAGARDE | PRESIDENT/ASST. CHIEF<br>NEGOTIATOR | AFT, LOCAL 1825 |
| ALRID LOCKHART         | FIRST VICE PRESIDENT                | AFT, LOCAL 1825 |
| LYDIA GUMBS            | FIFTH VICE PRESIDENT                | AFT, LOCAL 1825 |
| SHARON JACKSON         | SUPPORT STAFF CHAIR                 | AFT, LOCAL 1826 |
| VELSINA GEORGE-BERRIOS | TREASURER                           | AFT, LOCAL 1826 |
| ZEATHEA MILLINER       | TECH ASSISTANT                      | AFT, LOCAL 1825 |

### MANAGEMENT:

| Name                   | Title                               | Department                          |
|------------------------|-------------------------------------|-------------------------------------|
| JESSICA GALLIVAN, ESQ. | CHIEF NEGOTIATOR                    | OFFICE OF COLLECTIVE BARGAINING     |
| DR. LAVERNE TERRY      | COMMISSIONER                        | DEPARTMENT OF EDUCATION             |
| DONNA FRETT-GREGORY    | ASSISTANT COMMISSIONER              | DEPARTMENT OF EDUCATION             |
| JEANETTE SMITH-BARRY   | INSULAR SUPERINTENDENT-STT          | DEPARTMENT OF EDUCATION             |
| GARY MOLLOY            | INSULAR SUPERINTENDENT-STX          | DEPARTMENT OF EDUCATION             |
| ALSCESS LEWIS-BROWN    | DIRECTOR, HUMAN<br>RESOURCES        | DEPARTMENT OF EDUCATION             |
| DEBRA E. GOTTLIEB      | DIRECTOR                            | OFFICE OF MANAGEMENT AND<br>BUDGETS |
| JOANNE MEYERS-RHYMER   | DIRECTOR, BUDGET &<br>CONTROL       | DEPARTMENT OF EDUCATION             |
| BARBARA CARRION        | FINANCIAL ANALYST                   | OFFICE OF COLLECTIVE BARGAINING     |
| ROBERT A. MOLLOY, ESQ. | ASSISTANT ATTORNEY<br>GENERAL-LABOR | OFFICE OF COLLECTIVE BARGAINING     |

T. 5/5/09
   
 J. 5/5/09
   
 L. 5/5/09

## **PURPOSE AND SCOPE**

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

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

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

*[Handwritten signatures and dates in blue ink:]*  
J 5/5/09  
TW 5/5/09  
J School 5/5/09

## **PREAMBLE**

**AGREEMENT**, made this 1<sup>st</sup> day of September 2007, between the GOVERNMENT OF THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION, hereinafter called "Department", the ST. THOMAS-ST. JOHN FEDERATION OF TEACHERS, and the ST. CROIX FEDERATION OF TEACHERS, affiliated with the AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter called "Union".

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

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

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

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

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

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

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

**THEREFORE**, the Parties agree as follows:

*Trm 5/5/09*  
*Bob 5/5/09*  
*5/5/09*



## **ARTICLE I**

### **RECOGNITION**

#### **Section 1: Employees Included: Excluded**

A. The Department recognizes the Union as the sole and exclusive bargaining agent for all professional, service and clerical employees (hereinafter referred to as "Support Staff") employed in the Department: clerk typists, administrative officers, secretaries, school attendance counselors, administrative assistants, truck drivers and chauffeurs, personnel records clerks, research analysts, statistical clerks, audio visual aides, operators, storekeepers, payroll audit clerks, messengers, bus drivers, offset technicians, building inspectors, junior management assistants, school bus inspectors, bookkeepers, accountants, voucher examiners, electronic technicians, system analysts, graphic artists, research and statistical officers, and fiscal officers, chief clerks, chief storekeepers, clerks, dispatchers, and kitchen managers and custodial supervisors.

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

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

#### **Section 2: Definition**

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

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

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## **ARTICLE II**

### **FAIR PRACTICES**

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

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

#### **Section 2: Free Speech**

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

#### **Section 3: Payroll Statement**

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

#### **Section 4:**

Support Staff paychecks shall be placed in envelopes at the central office.

#### **Section 5:**

A procedure by which employees will receive paychecks during the summer months will be worked out between the Department and the employees.

#### **Section 6: Recognition of Service**

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

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Section 7: Priority in Employment Opportunities

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

Section 8: Workman's Compensation

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

Section 9: Notification

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

Section 10: Tardiness

Employees shall be docked only for the amount of time they arrive on the job late, rounded off to the nearest one-half (½) hour per pay period, after any applicable grace period.

Section 11: Use of Students

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

Section 12: Non-Discrimination

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

Section 13:

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

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Section 14:

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

Section 15:

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

Section 16:

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

Section 17:

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

Section 18:

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

Section 19:

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

Section 20:

The Department agrees to establish a chain-of-command chart for each section.

Section 21:

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

Section 22:

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

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Section 23:

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

Section 24:

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

Section 25: Activity Center

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

Section 26:

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

Section 27: Dress Code

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

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

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

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reasonable may be required by the Department (such as medical certification) shall be furnished by the applicant upon request.

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

JF 5/5/09

Tim 5/5/09

y/ [signature] 5/5/09

**ARTICLE III**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

Within five (5) working days after receiving the written grievance, the principal, supervisor, or appropriate administrator, the grievant and the Union representative



shall meet in an effort to resolve the grievance. A decision shall be rendered in writing and furnished to the grievant within ten (10) working days from the date of the meeting.

**STEP 3:** The decision rendered shall be written and made available to the grievant within ten (10) working days from the date of the meeting. The aggrieved and the duly designated Union Representative may appeal in writing within ten (10) working days from the date of receipt of the decision to the District Superintendent or Commissioner or Designee.\* The District Superintendent, or the Commissioner or Designee shall be required to confer in person with the grievant and his representative. The decision rendered shall be in writing to the appealing Parties within ten (10) working days from the date of the appeal to the District Superintendent or Commissioner. In those cases where interdepartmental action is essential for the solution of a grievance, the time limitation set forth shall be extended an additional five (5) days. The Superintendent or the Commissioner or designee shall grant a hearing at his level for the following grievances: suspensions, demotions and dismissals.

\*District Employees should appeal to the District Superintendent.

\*State Employees should appeal to the Commissioner or Designee.

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

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



The decision of the arbitrator will be accepted as final by the Parties to the dispute. No decision shall be binding which by its terms alters, amends or varies the provisions of the contract.

3. The time limits specified in this procedure may be extended in any specific instance by mutual agreement of the Parties in writing. If the grievant violates the time limits specified at any step of the grievance procedure, he shall not be permitted to advance his grievance to the next consecutive step. In all steps of this grievance procedure, the written decisions of the previous Steps shall be presented to the appropriate administrator and the Union representative. If the Department at any stage of the grievance procedure fails to render its decision on a grievance within the specified time limit, the grievant may advance immediately to the next step of the grievance procedure. In the event of arbitration for the sole reason that the Employer has failed to observe the time limit of Step III, the Arbitrator's compensation and expenses shall be borne 75% by the Employer.
4. The arbitrator's compensation and expenses shall be shared equally by the Parties, except in the event of arbitration for the sole reason that the employer has failed to observe the time limits of Step III.
5. The fact that a grievance is filed by a member of the bargaining unit, regardless of the ultimate disposition, shall not be recorded in the employee's file nor in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such an employee be placed in jeopardy nor subjected to reprisal for having followed a grievance procedure.
6. A grievance may be lodged by a Union representative in the name of the Union.
7. If the Department is aggrieved by any action of the Union, a Union officer or any member of the bargaining unit, or if its grievance arises from the application or interpretation of any provision of this Agreement, the Department may invoke arbitration or utilize such other legal remedies it

may feel necessary or appropriate under the circumstances, provided that informal efforts to resolve the grievance have first been initiated by the Department and an impasse is reached.

8. All grievances, including a grievance arising from dismissal, suspension or demotion, shall be governed by the provisions of this Article, provided that a proceeding for dismissal, suspension or demotion shall not result in loss of pay while pending and until final disposition.
9. Principals shall make arrangements to allow time without loss of salary for Union Building Representatives to process grievances.
10. In the event that any person or party fails to appear at an arbitration proceeding without just cause and prior notification, the Arbitrator shall proceed and his award shall have the same force and effect as though said person or party had been present.
11. A grievant shall have the following rights:
  - a) to be present at any hearing;
  - b) to hear testimony;
  - c) to give testimony;
  - d) to call others to give testimony;
  - e) to question, either personally or through counsel, any person giving testimony at said hearing.
12. Pursuant to Title 5 V.I.C. Section 426(b), prejudgment interest shall not be charged against the Government of the Virgin Islands on any judgment or decree for the payment of money by the Government.

**ARTICLE IV**  
**WORKING CONDITIONS**

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

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

Section 7:

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

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Section 8:

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

Section 9:

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

Section 10:

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

Section 11:

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

Section 12:

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

Section 13:

Employees shall be provided with lounges that are comfortably furnished.

Section 14:

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

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Section 15:

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

Section 16:

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

Section 17:

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

Section 18:

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

Section 19:

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

Section 20:

The Department will reimburse Support Staff in an amount not to exceed a total of \$200.00 per member in any fiscal year for the following:

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

Section 21:

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

Section 22:

In the event that the Governor or his designee proclaims a state of emergency as a result of a natural disaster and an employee is required to report to his duty station, he shall be provided with transportation where feasible from home to his usual place or other station and return. Such employee shall be paid time and one-half for the time required to perform his duties during the emergency. In addition, such employee shall receive a meal or meal allowance.

Section 23: Attendance Counselors

- A. The Department and the Union agree to work cooperatively to establish a working relationship with the Juvenile Bureau of the V.I. Police Department, Department of Health, Social Welfare, Youth Services Administration and other related agencies and departments, for the purpose of helping students in need of special services.
- B. Attendance counselors shall not be required to perform duties normally assigned to a secretary.

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- C. Attendance counselors shall be governed by the work calendar of teachers and shall observe the same legal holidays and vacation period.
- D. Attendance counselors shall assist pupil personnel with the collection, recording, analysis and reporting of vital data regarding students.
- E. Principals should make available adequate work space for all attendance counselors assigned to their schools.
- F. Decisions/policies on school attendance and related matters should have the input of the attendance counselors, through the Coordinator of Pupil Personnel Services.
- G. There shall be the creation of a chief attendance counselor to oversee the attendance in the various schools/activity centers.

Section 24: Adequate Staffing

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

| <u>Student Population</u> | <u>Clerical Staff</u> |
|---------------------------|-----------------------|
| Up to 500                 | Minimum of 2          |
| 501 - 750                 | Minimum of 3          |
| 751 and above             | Minimum of 4          |

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

Section 25: School Bus Operators

- A. Any driver needed on Saturday or Sunday shall be guaranteed a minimum of four (4) hours pay. If needed for more than four (4) hours, employee shall receive a full day's pay.
- B. School bus drivers should not be sent out on mail runs.

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- C. Bus drivers are not required to purchase parts and supplies for the buses.
- D. The Department is encouraged to purchase buses with adequate ventilation suited to the tropics.
- E. The Department agrees to follow the manufacturer's loading capacity on all the buses.
- F. The Department is urged to provide a two-way communication system on buses and warehouse vehicles to facilitate emergency communications. Otherwise, drivers should be provided with funds to make any necessary telephone calls.
- G. Bus drivers shall be provided with uniforms by June 30, 1992.

Section 26: Fundraising

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

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## **ARTICLE V**

### **LEAVES**

#### **Section 1: Bereavement Leave**

The Commissioner of Education or his designee may authorize bereavement leave up to three (3) days for death in a Support Staff's immediate family. If circumstances necessitate the need for additional time off, employees may use sick and/or personal leave. In cases necessitating travel outside of the Territory, additional bereavement leave may be granted. Immediate family is defined as spouse, parents, grandparents, children, sisters and brothers.

#### **Section 2:**

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

#### **Section 3:**

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

#### **Section 4:**

The Department agrees to make available to all employees a list of approved conferences and workshops, by posting such information on bulletin boards and other appropriate places. All pertinent information such as place and time should be given.

#### **Section 5:**

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

#### **Section 6:**

- A. Kitchen managers and attendance counselors not receiving annual leave shall be granted five (5) days leave for personal reasons which shall be non-cumulative.

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- ly after the end of the  
school rate or their normal
- Personnel Action (NOPA) no
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ly after the end of the  
school rate or their normal

Personnel Action (NOPA) no

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3. If after making the assignments, the Department determines that those individuals are no longer necessary, the Department may cancel the assignment by NOPA no later than June 1.

#### Section 7: Sick Leave

##### A. PROOF OF SICKNESS

1. Sick leave is a leave of absence from duty on account of any sickness, injury, or disability which incapacitates the employee from work. This includes medical, dental and optical treatment. Sick leave may be granted pursuant to prior requests, in appropriate cases, or pursuant to requests made after return to duty. Contraction of a childhood disease shall not result in loss of sick leave for those members of the bargaining unit employed in the school setting.
2. An employee must submit proof of sickness for any absence from duty from which sick leave is requested, regardless of length of absence. Unless sick leave has been granted pursuant to prior request, an employee must, within three (3) hours of the start of his or her work day inform his or her immediate supervisor that he or she will not be reporting for work that day due to any sickness, injury, or disability. Failure to notify a supervisor in a timely fashion that his or her absence is due to any sickness, injury or disability may result in the entire day's absence being treated as annual leave, or personal leave where applicable or leave without pay.
3. Departments and agencies shall keep accurate and complete records of all absences from duty by employees within the Department or agency and all reports of illness and requests for sick leave by those employees. Anyone who knowingly falsifies any such report or requests, or otherwise knowingly permits a falsified request for sick leave to be processed, shall be subject to suspension and/or dismissal.
4. Proof of sickness for absence of three (3) or more consecutive work days, shall include a certificate from a practicing physician certifying that the employee was incapacitated for work.

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5. Proof of sickness for absence of less than three (3) days shall be by, at the option of the employee, either (i) a certificate from a practicing physician certifying that the employee was incapacitated for work, or (ii) a signed statement of the employee stating specifically the symptoms which incapacitated the employee for work; provided, however, that additional reasonable proof of incapacity to work, including a certificate from a practicing physician, may also be required by the department or agency head in individual cases.
  6. An absence from duty of any employee whose request for sick leave is denied under this section shall be charged to annual leave, personal leave or leave without pay, at the option of the employee.
- B. Advanced sick leave may be granted to employees who have exhausted their sick leave subject to the provisions of Title 3 V.I.C. Section 583.

#### Section 8: Maternity Leave

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

- A. As soon as an employee becomes aware of the pregnancy, she must notify her building principal in writing. This notification should include her expected date of delivery.
- B. No later than the fourth month of pregnancy, and each thirty (30) calendar days thereafter, the pregnant employee must submit to the district superintendent, commissioner or designee, a letter from her personal physician attesting to her good health and ability to perform all duties of her job.
- C. A request for maternity leave by a Support Staff should be given to the immediate supervisor, in writing, at least thirty (30) days prior to the date she wishes her maternity leave to begin. A tentative date for returning to duty shall be included in this request.

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- D. After the delivery of the baby, or termination of the pregnancy for other reasons, the employee may return to the former position or one substantially similar thereto. Before returning, she must furnish a statement from her personal physician that she is able to resume the normal duties of her job.
- E. The employee may request in writing extended leave beyond the tentative date of return to duty fifteen (15) working days prior to the date which she originally submitted.
- F. Maternity Leave shall be charged in the following order: First, to sick leave available to the employee's credit; Second, to annual or personal leave, whichever is applicable; Third, to leave without pay.

Section 9:

Employees, for good cause, shall be granted leave of absence without pay and without loss of seniority or other employment benefits, provided that such leaves of absence do not unduly disrupt the operations of the Employer. Such leaves of absence shall be for a limited time not to exceed one (1) year. Employee(s) shall submit request in writing no later than February of each year. The Employer agrees to provide employee with a written response acknowledging receipt of request no later than April 30 of each year. Employee(s) shall also receive a status report at least fifteen (15) working days before the requested date of their request. Only employees who provide advance notification of absence from work shall be entitled to a leave of absence. Notification given at least ten (10) days before the start of a leave day, except in cases of emergency, shall be considered advance notification for this purpose. No departure from the above notice procedure shall be made except within the reasonable discretion of the Employer.

Section 10:

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

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- \* District employees should appeal to the District Superintendent.
  - \* State employees should appeal to the Commissioner or designee.
- B. No annual leave shall be taken for a day immediately prior to or a day immediately following a holiday.
- C. In cases of an emergency when advance notification is not possible, notification shall be submitted in writing to the immediate supervisor by the employee as soon as possible. This notification or request for leave shall not be arbitrarily denied.

Section 11:

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

Section 12:

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

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## **ARTICLE VI**

### **CAREER LADDER AND TRAINING**

#### **Section 1:**

When installation of mechanical or electronic equipment may have an effect on the job status of the employees in the bargaining unit covered by this Agreement, the Employer shall review the matter with the local union not less than thirty (30) days in advance of the date of such installation. Should such equipment have an effect on the job status of employees in the bargaining unit, the Employer shall utilize existing employees, where possible, in the operation of said mechanical or electronic equipment and shall provide reasonable training for said employees when necessary. Employees who are assigned additional duties as a result of automation shall receive, upon their request or supervisor's recommendation, a desk audit for the purpose of reallocation/upgrading their job classification. The provisions of this section shall not be construed as limiting the rights of the Employer under Article IX-Management Prerogatives-of this Agreement.

#### **Section 2: Workshops and Conferences**

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

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- \* District employees should appeal to the District Superintendent
  - \* State Employees should appeal to the Commissioner or designee.
- D. Application for a course of study must be filed at least thirty (30) days in advance of the commencement of the course. Employees who have received an overall satisfactory rating for the previous year's performance and the recommendation of the principal/supervisor shall be eligible for the program.
- E. The course subject and schedule must be approved by the Department. Approval shall not be unreasonably withheld if release time for the applicant does not unduly interfere with the performance of the Department's primary functions.
- F. Upon submission of evidence of enrollment and satisfactory completion of the course with a passing grade, the Department will reimburse to the employee all tuition costs and fees, including books and related course materials required by the course.
- G. All employees of the unit are entitled to full participation in training and development projects in their work related areas of expertise or desired expertise initiated by the Department. Such projects include in-service training as well as seminars, workshops and conferences held off-island.
- H. If the workshop or conference is held outside the Department, but during an employee's regular working hours, employees will be paid as straight time worked.
- I. If an employee is required to attend a workshop or conference and said attendance causes the employee to work in excess of eight (8) hours in any one day, forty hours in any one week, the employee shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage for all hours in excess of the eight-hour day and/or a forty-hour week while in attendance at the workshop or conference.
- J. All employees are encouraged to further their education so that promotions can be made from within the Department.

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Section 3:

Employees shall be compensated at the rate of \$300 for every nine (9) credits obtained in their related field or in education. This benefit shall be limited to four (4) payments for an employee with a Bachelors' degree and five (5) payments to an employee with less than a Bachelor's degree, and five (5) payments to those employees with a Masters degree.

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**ARTICLE VII**  
**SENIORITY AND LAYOFFS**

**Section 1: Seniority Defined**

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

**Section 2: Probationary, Part-time and Temporary Employees**

- A. All permanent employees, during the first six (6) months of employment, are probationary employees. Said period shall be referred to in this Agreement as the Probationary Period. Probationary employees shall have no seniority rights and may be discharged by the Employer without obligation to rehire. Upon completion of the probationary period, the employee shall accrue service and job classification seniority retroactive to the date of hire.
- B. 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.

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

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

Section 4: Reductions in Work Force

A. Procedure

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

1. Temporary, part-time and probationary employees in the affected job classification shall be laid off first and in that order.
2. If it is necessary to make additional reductions in the work force, employees in the affected job classification (or classifications) shall be laid off in reverse order of their job classification seniority, except where individual circumstances indicate a more equitable basis of lay-off order; provided that in such circumstances the Department and the Union shall mutually consent to a changed lay-off procedure, such consent not to be unreasonably withheld.
3. An employee to be laid off may elect to be placed on lay-off or to bump an employee with less service seniority in a job classification of equivalent or lower wage rate where the employee to be laid off is qualified to perform the work.
4. An employee who elects to bump under this Section shall be paid at the rate of the job classification to which he elects to bump.
5. An employee who elects to bump shall have first priority to return to his/her original position.

B. Notification of Lay-Off

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

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C. Recall from Lay-Off

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

D. Seniority List

Within thirty (30) days after the execution of this Agreement, the Department shall furnish to the Union and post on the bulletin boards a full and complete list of all unit employees and their dates of hire and dates of service within their current job classifications. Said list shall be referred to as the Seniority List. The list shall include reference to this Section. The Union or any employee who questions the accuracy of the list may do so within thirty (30) days after posting of said list on all bulletin boards, by filing a written grievance with the Department specifying the alleged inaccuracy or inaccuracies. If no grievance is filed within the specified time limit, the list shall be for all purposes binding on the Parties and employees. If a grievance is filed, the list with respect to those items not specifically questioned by the grievance, shall be, for all purposes, final, binding and conclusive to the Parties and Support Staff. The Department shall furnish the Union with an up-to-date Seniority List annually and the above mentioned objection procedure shall apply.

Section 5: New Employees

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

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**SECTION VIII**  
**UNION SECURITY**

**Section 1: Deduction of Dues**

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

**Section 2: Non-Member Obligation**

All members of the bargaining unit shall be free to join or not to join the Union. Non-members are required to pay to the Union a fee equal to the Union dues collected from members for services rendered by the Union.

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**ARTICLE IX**  
**MANAGEMENT RIGHTS**

Section 1:

The Department hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Virgin Islands, and of the United States, including, but without limiting the generality of the foregoing, the right:

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

Section 2:

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

Section 3:

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

Section 4:

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

- A. Directing and supervising the employees of this unit;

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

Section 5:

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 X**  
**SALARY**

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

*Tr 5/5/09 JG 5/5/09*  
*15 Oct 99/09*



**ARTICLE XI**  
**UNION RIGHTS AND INFORMATION**

Section 1:

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

Enumeration:

- A. Support Staff who are elected or appointed to full-time or part-time paid positions with the Union or any organization with which it is affiliated will, upon proper application, be recommended for leave of absence without pay for the purpose of accepting those positions. Applications shall be made thirty (30) days prior to the beginning of the school year and shall specify whether they are for one semester or one year.
- B. The Support Staff chairperson(s) or their designee(s), upon written request, may be granted an excused absence with pay to attend conferences. The sum total of days of excused absence for the above may not exceed, in the aggregate, twelve (12) working days in any one year for all chairpersons and their designees.
- C. The Department shall make available to the Union any information, statistics, records, Support Staff work schedule, Support Staff salaries and budget, needed for the implementation of this contract and subsequent negotiations.
- D. Whenever meetings, grievance proceedings, conferences or negotiations are mutually scheduled during working hours by the Parties to this contract, members of the bargaining unit and representatives of the bargaining agent scheduled to participate shall suffer no loss of pay, and substitutes for those members and representatives shall be provided, if necessary and available.
- E. Support Staff representatives shall be given release time for the processing of grievances and the enforcement of this Agreement.

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- F. The Union representatives in each school, division and activity center shall have the right to meet with the principals/supervisors for purposes of enforcing this contract.
- G. Upon receiving permission from the principal/supervisor, which shall not arbitrarily be denied, Union members may meet in the schools/offices provided there is no interference with other activities. Union representatives may attend such meetings. Such requests should be submitted at least two (2) days in advance of the meeting date.
- H. The Union president or his designee, upon notifying the principal/supervisor or designee, shall have the right to go to any schools/offices and activity centers, and ascertain compliance with this Agreement.
- I. The Union president and Support Staff representative shall have the right to insert notices into the daily bulletin or daily gram that is circulated. Such insertion of notices shall be subject to the same reasonable and uniform regulations as apply to all other material.
- J. The Union representative shall have the right to utilize bulletin board space in the school/offices and Support Staff mail boxes for the dissemination of information.
- K. A booklet embodying this contractual agreement shall be distributed to each Support Staff. Printing style of this booklet shall be jointly agreed upon and all costs shall be shared equally between the Parties. Printing errors shall in no way affect the results or intent of the original negotiations.
- L. This Agreement constitutes the terms and conditions of employment of Support Staff in the Virgin Islands schools and Department offices and activity centers.
- M. In the event a Support Staff employee receives a back pay settlement or award for any calendar month or pay period for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.
- N. The Department shall forward to the Union(s) a list of all employees within the bargaining unit by October 15th.

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- O. No person or persons represented by the Union shall bargain individually or collectively with the Department of Education concerning any term or provision of this Agreement except through the authorized representative of the Union. Such authorization should be granted by the President or his designee.
- P. Special conferences to discuss specific issues or problems of Support Staff may be arranged between the local Union President and the District Superintendent or the Commissioner or his designee. No more than two (2) representatives of the Department and two (2) of the local shall attend such conferences unless additional representation is mutually agreed upon in advance. Moreover, a written agenda of the matters to be taken up at each meeting shall be presented at the time the conference is requested.
- Q. Upon notifying their supervisor, building representatives shall be allowed one (1) hour release time monthly to attend Union meetings. Supervisor shall approve unless there is urgent business pending.
- R. The Department shall provide the Union with a listing of each new employee hired including the activity center and position.
- S. The Union may use the school mail for communication between activity centers/divisions. This shall not be arbitrarily denied.
- T. Copies of all departmental policy memorandums relating to employees must be sent to Union headquarters. If this is not done, employees cannot be expected to comply with the directive.

**ARTICLE XII**  
**VACANCIES, PROMOTIONS AND TRANSFERS**

Section 1:

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

Section 2:

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

Section 3:

All administrative vacancies in the classified service in the Department of Education shall be posted in every school and activity center for at least thirty (30) days prior to selection of any candidate for the positions. Said notices shall also be sent to the Union. Selections for positions within the classified service shall be made in accordance with Title 3 V.I.C., Chapter 25 or the Personnel Merit System and applicable federal law.

Section 4:

The Department shall fill vacant permanent positions using the following priorities:

- a. An individual who is a permanent employee qualified and trained for the position;
- b. An individual who is a temporary employee for one (1) year or more and qualified for the position; and
- c. Any other qualified individual.

Support Staff interviewed for a vacancy will be notified in writing of the results of their interview.

Section 5:

All new and vacant positions in the new fiscal budget shall be made available to the Union within thirty (30) working days after the budget has been signed by the Governor and posted within each activity center. This section shall not preclude the right of the Employer to select an individual from outside the unit after a thorough attempt to fill said position with an individual from the unit.

Section 6:

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

Section 7:

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

Section 8:

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

Section 9:

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

\* District employees should appeal to the District Superintendent.

\* State employees should appeal to the Commissioner or designee.

Section 10:

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

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V. [signature] 5/5/09

Section 11:

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

Section 12:

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

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

\* District employees should appeal to the District Superintendent.

\* State employees should appeal to the Commissioner or designee.

Section 13:

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

Section 14:

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

Section 15:

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

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Section 16: Transfers:

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

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

It is recognized that the final decision regarding transfers shall rest with the Employer.

Transfers shall not, however, be utilized as a punitive measure.

All requests for transfers on the grounds of hardship shall be considered by the Employer. It is recognized that the final decision regarding a request for a transfer shall rest with the Employer.

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**ARTICLE XIII**  
**HOURS OF WORK AND OVERTIME**

Section 1:

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

Section 2:

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

Section 3:

School bus drivers shall follow the same school calendar as the school principals. School secretarial Staff and the Learning Resource Center clerical personnel shall return to work one week before the principal prior to the beginning of school and depart one week after the principal after the closing of school. School bus drivers, school secretarial Staff, and the Learning Resource Center clerical personnel shall also observe the same holidays as the school system.

Section 4:

Employees assigned duties of a higher classification shall be compensated after two (2) days at a rate of \$3.00 above his/her hourly rate. This compensation shall be computed and made a part of the regular bi-weekly salary. Such assignment shall be made in writing.

Section 5:

Night school secretaries shall be paid at the hourly rate of \$8.38 for the first year; \$9.13 for the second year; \$9.88 for the third year and \$10.63 for the fourth year.

Section 6:

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

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

Section 7:

Kitchen managers shall not earn less than the employees under their supervision. In such instances, the Department will make the necessary adjustments to correct the inequity in consultation with the Union.

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**ARTICLE XIV**  
**EVALUATIONS AND PERSONNEL RECORDS**

**Section 1:**

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

**Section 2:**

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

**Section 3:**

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

**Section 4:**

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

**Section 5:**

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

**Section 6:**

Any employee may request additional observations.

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Section 7:

No evaluation, correspondence or other material derogatory about an employee's competence, character or manner shall be kept or placed on file without notice to the employee and opportunity for him to submit his comments. His reply shall be submitted within ten (10) working days after such notice. However, all privileged and confidential materials are hereby excluded from the provisions of this section.

Section 8:

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

Section 9:

Official employee files shall be maintained under the following conditions:

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

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the folder and indicate the date on which the file was examined. Only those personnel whose official duty requires may inspect an employee's file. When an employee's file is inspected by such a person, that person shall give a written notice to the supervisor of personnel files, indicating such inspection. The supervisor of personnel files shall be responsible for placing said written notice in the file.

Section 10: Inaccuracies

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

Section 11: Effect of Non-disclosure

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

Section 12: Confrontation

An employee shall have a right to confront any person who lodges a charge against him with the Department. No disciplinary action can be taken against the employee if the complainant refuses such confrontation unless the Department possesses documentary evidence and/or independent confirmation and substantiation of the charge to justify disciplinary action. No written notation or record of an oral complaint received by the Department from any source shall be placed in the employee's personnel files, unless investigated and substantiated.

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**ARTICLE XV**  
**NO STRIKES OR LOCKOUTS**

Section 1: Consequences of Violation

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

Section 2: Union Role

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

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**ARTICLE XVI**  
**SAVINGS CLAUSE**

**Specifics: Renegotiation: Legislative Action**

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

*JS 5/5/09*  
*Tim 5/5/09*  
*JS 5/5/09*



**ARTICLE XVII**  
**DURATION AND TERMINATION**

Section 1:

This Agreement shall become effective on 12:01 a.m. of the first day of September, 2007 and shall expire on midnight of the 31st day of August, 2011. Provided, however that no provision of this Agreement shall be given retroactive effect except those provided for in this Agreement.

Section 2:

This Agreement shall have no effect and shall be unenforceable unless signed by the Governor of the Virgin Islands provided, further, that any part of this Agreement that requires funding therefore in order to be implemented shall not become effective until the Legislature of the Virgin Islands has enacted legislation appropriating said funds.

Section 3:

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

Section 4:

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

Section 5:

If either party desires to extend these agreements or to negotiate new agreements, it shall give written notice to the other party by May 1st, 2011. If the desire is expressed by either party not to extend, then both Parties shall exchange their proposals for new agreements no later than May 1st, 2011. Negotiations for subsequent or successor contracts shall commence by May 15<sup>th</sup>, 2011.

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**ARTICLE XVIII**  
**ENTIRE AGREEMENT**

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

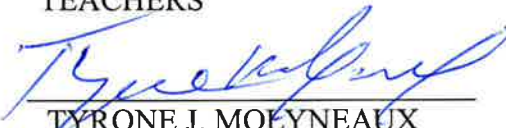
**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals the day and year first above written.

GOVERNMENT OF THE VIRGIN ISLANDS

BY:   
JESSICA GALLIVAN  
Chief Negotiator

DATED: 5/5, 2009


AMERICAN FEDERATION OF  
TEACHERS

  
TYRONE J. MOLEYNEAUX  
Chief Negotiator  
President, Local 1826

DATED May 5, 2009

  
VERNELLE de LAGARDE  
Asst. Chief Negotiator  
President, Local 1825

DATED: May 5, 2009

APPROVED:   
JOHN P. de JONGH, JR.  
Governor, U.S. Virgin Islands

DATED: 5/21, 2009

**APPENDIX "A"**  
**SPECIAL SCHEDULE - COACHING**

| <b>Varsity</b>                | <b>SY '08-'09</b> | <b>SY '9-'10</b> | <b>SY '10-'11</b> |
|-------------------------------|-------------------|------------------|-------------------|
| Tackle Football Head Coach    | 4,000.00          | 4,000.00         | 4,200.00          |
| Assistant Head Coach          | 3,000.00          | 3,000.00         | 3,150.00          |
| Assistant Coach               | 2,500.00          | 2,500.00         | 2,625.00          |
| Basketball Coach              | 3,000.00          | 3,000.00         | 3,150.00          |
| Assistant Coach               | 2,000.00          | 2,000.00         | 2,100.00          |
| Volleyball Coach              | 2,500.00          | 2,500.00         | 2,625.00          |
| Assistant Coach               | 2,000.00          | 2,000.00         | 2,100.00          |
| Baseball Coach                | 2,500.00          | 2,500.00         | 2,625.00          |
| Assistant Coach               | 2,000.00          | 2,000.00         | 2,100.00          |
| Softball Coach (Girls)        | 2,500.00          | 2,500.00         | 2,625.00          |
| Assistant Coach               | 2,000.00          | 2,000.00         | 2,100.00          |
| Track & Field Coach           | 2,500.00          | 2,500.00         | 2,625.00          |
| Assistant Coach               | 2,000.00          | 2,000.00         | 2,100.00          |
| Cross Country Coach           | 2,500.00          | 2,500.00         | 2,625.00          |
| Tennis Coach                  | 2,500.00          | 2,500.00         | 2,625.00          |
| Soccer Coach                  | 2,500.00          | 2,500.00         | 2,625.00          |
| Assistant Coach               | 2,000.00          | 2,000.00         | 2,100.00          |
| Cheerleader Coach             | 2,500.00          | 2,500.00         | 2,625.00          |
| Golf Coach                    | 2,500.00          | 2,500.00         | 2,625.00          |
| Dance Coach                   | 2,500.00          | 2,500.00         | 2,625.00          |
| Intramural Sports Coordinator | 2,700.00          | 2,700.00         | 2,835.00          |

| <b>Junior Varsity</b>  | <b>SY '08-'09</b> | <b>SY '9-'10</b> | <b>SY '10-'11</b> |
|------------------------|-------------------|------------------|-------------------|
| Flag Football Coach    | 2,600.00          | 2,600.00         | 2,730.00          |
| Assistant Head Coach   | 1,400.00          | 1,400.00         | 1,470.00          |
| Basketball Coach       | 2,600.00          | 2,600.00         | 2,730.00          |
| Assistant Coach        | 1,500.00          | 1,500.00         | 1,575.00          |
| Volleyball Coach       | 2,300.00          | 2,300.00         | 2,415.00          |
| Assistant Coach        | 1,500.00          | 1,500.00         | 1,575.00          |
| Baseball Coach         | 2,300.00          | 2,300.00         | 2,415.00          |
| Assistant Coach        | 1,500.00          | 1,500.00         | 1,575.00          |
| Softball Coach (girls) | 2,300.00          | 2,300.00         | 2,415.00          |
| Assistant Coach        | 1,500.00          | 1,500.00         | 1,575.00          |
| Track & Field Coach    | 2,300.00          | 2,300.00         | 2,415.00          |
| Assistant Coach        | 1,500.00          | 1,500.00         | 1,575.00          |
| Cross Country Coach    | 2,300.00          | 2,300.00         | 2,415.00          |
| Tennis Coach           | 2,300.00          | 2,300.00         | 2,415.00          |
| Soccer Coach           | 2,300.00          | 2,300.00         | 2,415.00          |
| Assistant Coach        | 1,500.00          | 1,500.00         | 1,575.00          |
| Cheerleader Coach      | 1,500.00          | 1,500.00         | 1,575.00          |

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 6/27/09

|                               |          |          |          |
|-------------------------------|----------|----------|----------|
| Intramural Sports Coordinator | 1,680.00 | 1,680.00 | 1,764.00 |
|-------------------------------|----------|----------|----------|

### Elementary

|                     | SY '08-'09 | SY '9-'10 | SY '10-'11 |
|---------------------|------------|-----------|------------|
| Track & Field Coach | 2,200.00   | 2,200.00  | 2,310.00   |
| Volleyball Coach    | 2,200.00   | 2,200.00  | 2,310.00   |
| Basketball Coach    | 2,200.00   | 2,200.00  | 2,310.00   |
| Cross Country Coach | 2,200.00   | 2,200.00  | 2,310.00   |
| All Other Coaches   | 2,200.00   | 2,200.00  | 2,310.00   |
| Sports Coordinator  |            |           |            |
| Cheerleader Coach   | 1,000.00   | 1,000.00  | 1,050.00   |

### Music

|                      | SY '08-'09 | SY '9-'10 | SY '10-'11 |
|----------------------|------------|-----------|------------|
| <b>Band Director</b> |            |           |            |
| Senior High          | 3,000.00   | 3,000.00  | 3,150.00   |
| Junior High          | 2,400.00   | 2,400.00  | 2,520.00   |
| Elementary           | 1,800.00   | 1,800.00  | 1,890.00   |
| <b>Chorus</b>        |            |           |            |
| Senior High          | 2,000.00   | 2,000.00  | 2,100.00   |
| Junior High          | 1,800.00   | 1,800.00  | 1,890.00   |
| Elementary           | 1,600.00   | 1,600.00  | 1,680.00   |

### Academic Schedule

|  | SY '08-'09 | SY '9-'10 | SY '10-'11 |
|--|------------|-----------|------------|
| <b>Group 1</b>   |            |           |            |
| Guidance Counselor   | 2,000.00   | 2,000.00  | 2,100.00   |
| <b>Academic Coaches:</b>   |            |           |            |
| Reading, Literary, Math  | 1,500.00   | 1,500.00  | 1,575.00   |
| Paraprofessionals (SIE)  | 1,350.00   | 1,350.00  | 1,350.00   |
| Special Ed. Teachers   | 2,300.00   | 2,300.00  | 2,415.00   |
| Specialists (Resource)   | 2,200.00   | 2,200.00  | 2,310.00   |
| *Dept. Chairpersons  | 2,100.00   | 2,100.00  | 2,205.00   |
| <b>Group 2</b>   |            |           |            |
| Vocational Programs Advisor  | 1,500.00   | 1,500.00  | 1,575.00   |
| Vocational State Chair   | 1,800.00   | 1,800.00  | 1,890.00   |
| Senior High Quiz Bowl Coaches & Senior National Honor Society Advisors | 1,000.00   | 1,000.00  | 1,050.00   |
| Assistant Senior Quiz Bowl Coaches                                     | 800.00     | 800.00    | 840.00     |
| Advisers=FBLA, FCCLA, VICA   | 1,000.00   | 1,000.00  | 1,050.00   |
| <b>NIGHT SCHOOL</b>  |            |           |            |
| Teachers (Per Hour)  | \$18.00    | \$18.00   | \$18.00    |

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8/27/09




**SCHEDULE B**


**SUPPORT STAFF PAY PLAN**

|      | 0      | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| EC05 | 20,318 | 20,318 | 20,318 | 20,318 | 20,318 | 20,725 | 20,794 | 21,563 | 21,994 | 22,434 | 22,882 | 23,340 | 23,807 | 24,283 | 24,768 |
| EC06 | 20,318 | 20,318 | 20,318 | 20,318 | 20,619 | 21,134 | 21,553 | 22,201 | 22,759 | 23,148 | 23,911 | 24,509 | 25,122 | 25,751 | 26,394 |
| EC07 | 20,318 | 20,318 | 20,318 | 20,318 | 20,861 | 21,486 | 22,088 | 22,729 | 23,389 | 24,067 | 24,765 | 25,483 | 26,222 | 26,983 | 27,754 |
| EC08 | 20,318 | 20,318 | 20,318 | 20,412 | 21,074 | 21,760 | 22,467 | 23,197 | 23,951 | 24,729 | 25,533 | 26,363 | 27,210 | 28,104 | 29,018 |
| EC10 | 20,318 | 20,318 | 20,318 | 20,543 | 21,277 | 22,040 | 22,828 | 23,645 | 24,492 | 25,369 | 26,277 | 27,218 | 28,153 | 29,202 | 30,247 |
| EC11 | 20,318 | 20,318 | 20,318 | 20,667 | 21,472 | 22,297 | 23,223 | 24,371 | 25,547 | 26,725 | 27,915 | 29,128 | 30,367 | 31,657 | 33,003 |
| EC12 | 20,318 | 20,318 | 20,481 | 21,362 | 22,275 | 23,223 | 24,276 | 25,496 | 26,708 | 27,920 | 29,133 | 30,395 | 31,717 | 33,093 | 34,519 |
| EC13 | 20,318 | 20,431 | 21,362 | 22,275 | 23,223 | 24,276 | 25,372 | 26,641 | 27,916 | 29,188 | 30,462 | 31,790 | 33,173 | 34,623 | 36,131 |
| EC14 | 20,318 | 21,362 | 22,275 | 23,223 | 24,276 | 25,372 | 26,531 | 27,859 | 29,187 | 30,512 | 31,896 | 33,346 | 34,864 | 36,448 | 38,106 |
| EC15 | 21,081 | 22,274 | 23,223 | 24,276 | 25,372 | 26,531 | 27,757 | 29,149 | 30,538 | 31,932 | 33,327 | 34,778 | 36,295 | 37,882 | 39,592 |
| EC16 | 21,637 | 22,863 | 23,945 | 25,185 | 26,443 | 27,757 | 29,060 | 30,414 | 31,774 | 33,131 | 34,490 | 35,902 | 37,370 | 38,900 | 40,493 |
| EC17 | 22,661 | 23,945 | 25,185 | 26,443 | 27,757 | 29,060 | 30,414 | 31,774 | 33,130 | 34,515 | 35,901 | 37,359 | 38,889 | 40,491 | 42,149 |
| EC18 | 23,834 | 25,185 | 26,443 | 27,757 | 29,060 | 30,414 | 31,859 | 33,359 | 34,862 | 36,360 | 37,358 | 39,419 | 41,045 | 42,738 | 44,497 |
| EC19 | 25,195 | 26,624 | 27,752 | 29,085 | 30,393 | 31,809 | 33,443 | 34,862 | 36,564 | 37,963 | 39,524 | 41,145 | 42,831 | 44,586 | 46,424 |
| EC20 | 26,960 | 28,488 | 29,038 | 31,203 | 32,661 | 34,198 | 35,804 | 37,482 | 39,156 | 40,335 | 42,508 | 44,208 | 45,976 | 47,815 | 49,729 |
| EC21 | 28,963 | 30,605 | 32,033 | 33,538 | 35,118 | 36,767 | 38,505 | 40,336 | 42,066 | 43,790 | 45,542 | 47,364 | 49,258 | 51,229 | 53,277 |
| EC22 | 31,131 | 32,895 | 34,440 | 36,064 | 37,839 | 39,553 | 41,436 | 43,718 | 46,014 | 48,276 | 50,557 | 52,945 | 54,401 | 55,897 | 57,435 |
| EC23 | 33,465 | 35,362 | 36,967 | 38,729 | 40,619 | 42,568 | 44,596 | 46,727 | 48,257 | 50,812 | 52,944 | 54,693 | 56,608 | 58,589 | 60,640 |
| EC24 | 35,996 | 38,037 | 39,839 | 41,727 | 43,718 | 45,801 | 47,992 | 50,288 | 52,583 | 54,880 | 57,178 | 58,892 | 60,512 | 62,177 | 63,885 |
| EC25 | 38,719 | 40,916 | 42,863 | 44,907 | 47,048 | 49,305 | 51,673 | 53,740 | 55,755 | 57,763 | 59,785 |        |        |        |        |
| EC26 | 41,356 | 43,700 | 45,787 | 47,972 | 50,265 | 52,690 | 54,797 | 56,851 | 58,842 | 60,901 | 62,880 |        |        |        |        |
| EC27 | 44,511 | 47,034 | 49,283 | 51,651 | 54,130 | 56,741 | 58,727 | 60,782 | 62,757 | 64,797 |        |        |        |        |        |
| EC28 | 47,906 | 50,621 | 52,899 | 55,147 | 57,354 | 59,360 | 61,438 | 63,434 | 65,338 |        |        |        |        |        |        |

  
 Jessica Gallivan  
 Chief Negotiator  
 Date: 3/5/09

  
 Tyrone Molyneux  
 President, AFT 1826 & Chief Negotiator  
 Date: March 5, 2009

Approved & Ratified by:  
  
 Honorable John P. DeLongh, Jr.  
 Governor  
 Date: 5/21/09

  
 Vernelle DeLagarde  
 President, AFT 1825

GOVERNMENT OF THE VIRGIN ISLANDS - DEPARTMENT OF EDUCATION

TENATIVE AGREEMENT FOR  
SUPPORT STAFF AND PARAPROFESSIONALS

APRIL 24, 2009

1. The parties agree to successor agreements for paraprofessionals and support staff employed with the Department of Education and represented by the American Federation of Teachers (Locals 1825 and 1826) that are comprised of the agreements dated September 1, 2004 through August 31, 2007, plus all changes agreed to during negotiations from June 2007 to April 3, 2009.
2. The parties' successor agreements for paraprofessionals and support staff shall have a term of four years, commencing September 1, 2007 through August 31, 2011.
3. The parties acknowledge that a one-time monetary incentive of \$1,700 has been paid for each member of the AFT paraprofessional and support staff bargaining unit in lieu of salary increases for School Year (SY) 2007-2008 for each member who was employed during that school year.
4. Effective September 1, 2008, the current pay plan for paraprofessionals shall be de-clustered, and a new pay plan shall be adopted as indicated on the attached Schedule A, which reflects a minimum starting salary of \$22,675 and a maximum salary of \$34,607, based on each paraprofessional's years of experience in his/her respective position, and subject to he/she having received a satisfactory or better performance rating for the immediately prior school year.
5. Effective September 1, 2008, a new pay plan for support staff shall be adopted as indicated on the attached Schedule B, which reflects a minimum salary of \$20,318 (Grade EC05/Step 0) and a maximum of \$65,338 (Grade EC28/Step 8).
6. Effective September 1, 2008, all support staff shall receive one (1) step on the newly adopted pay plan (attached hereto as Schedule B), subject to them having received a satisfactory or better performance rating for the immediately prior school year.
7. Effective September 1, 2009, all paraprofessionals shall be slotted on pay plan (attached hereto as Schedule A) based on each paraprofessional's years of experience in his/her respective position, and subject to he/she having received a satisfactory or better performance rating for the immediately prior school year.
8. Effective September 1, 2009, all support staff shall receive one (1) step on the pay plan (attached hereto Schedule B), subject to them having received a satisfactory or better performance rating for the immediately prior school year.

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9. Effective September 1, 2010 to August 31, 2011, all paraprofessionals shall be slotted on pay plan (attached hereto as Schedule A) based on each paraprofessional's years of experience in his/her respective position, and subject to he/she having received a satisfactory or better performance rating for the immediately prior school year.

10. Effective September 1, 2010 to August 31, 2011, all support staff shall receive one (1) step on the pay plan (attached hereto as Schedule B), subject to them having received a satisfactory or better performance rating for the immediately prior school year.

11. For the life of the successor agreement, the following number of professional development days for paraprofessionals (exclusive of AFT Mini-Quest) shall be included in the school calendar in addition to the 180 teaching days and minimum 1080 instructional hours mandated by Virgin Islands law.

|   | SY '08-'09 | SY '09-'10 | SY '10-'11 |
|---|------------|------------|------------|
| Elementary School Paraprofessionals         | 4          | 4          | 5          |
| Non-Elementary School Paraprofessionals     | 3          | 3          | 3          |
| All Paraprofessionals (Pre-School Workshop) | 1          | 2          | 2          |

12. This constitutes the parties' entire tentative agreement, which has been read and agreed to by those designated below, who represent that they have the requisite authority to enter into this tentative agreement.

*(Must be ratified by the members of the American Federation of Teachers, Locals 1823 and 1826 and the Governor of the Virgin Islands of the United States, Hon. John F. deJongh, Jr.)*

GOVERNMENT OF THE VIRGIN ISLANDS

Jessica Gallivan, Esq.

Chief Negotiator

Date:

4/25/09

AMERICAN FEDERATION OF TEACHERS

Tyrone Moynesaux

President, AFT Local 1826

Date:

4/25/09

Vernette S. DeLagarda

President, AFT Local 1825

Date:

4/25/09

RATIFIED AND APPROVED BY:

Honorable John F. deJongh, Jr.

Governor of the Virgin Islands of the United States

Date:

4/25/09

<sup>1</sup> Ratification by AFT membership received on April 24, 2009 at 17:00 via fax from President Moynesaux.



SCHEDULE A

| GOV'T FINAL OFFER 04/14/09: PARAPROFESSIONALS |           |                     |        |        |        |       |
|---|-----------|---------------------|--------|--------|--------|-------|
| Current 2006                                  |           | Proposed Pay Scales |        |        | YEARS  |       |
| YEARS   | PAY SCALE | YEARS               | 2006   | 2008   | 2010   | YEARS |
| 0   | 20,775    | 0                   | 22,675 | 22,675 | 22,675 | 0     |
|   |           | 1                   | 22,775 | 22,775 | 22,775 | 1     |
|   |           | 2                   | 22,875 | 22,875 | 22,875 | 2     |
| 1-3   | 20,775    | 3                   | 22,975 | 22,975 | 22,975 | 3     |
|   |           | 4                   | 23,075 | 23,075 | 23,075 | 4     |
|   |           | 5                   | 23,175 | 23,175 | 23,175 | 5     |
| 4-6   | 20,775    | 6                   | 23,275 | 23,275 | 23,275 | 6     |
|   |           | 7                   | 24,675 | 24,675 | 24,675 | 7     |
|   |           | 8                   | 25,075 | 25,075 | 25,075 | 8     |
| 7-9   | 20,775    | 9                   | 25,475 | 25,475 | 25,475 | 9     |
|   |           | 10                  | 25,875 | 25,875 | 25,875 | 10    |
|   |           | 11                  | 26,275 | 26,275 | 26,275 | 11    |
| 10-12   | 22,075    | 12                  | 26,675 | 26,675 | 26,675 | 12    |
|   |           | 13                  | 27,075 | 27,075 | 27,075 | 13    |
|   |           | 14                  | 27,475 | 27,475 | 27,475 | 14    |
| 13-15   | 23,453    | 15                  | 27,875 | 27,875 | 27,875 | 15    |
|   |           | 16                  | 28,275 | 28,275 | 28,275 | 16    |
|   |           | 17                  | 28,675 | 28,675 | 28,675 | 17    |
| 16-18   | 24,818    | 18                  | 29,075 | 29,075 | 29,075 | 18    |
|   |           | 19                  | 29,475 | 29,475 | 29,475 | 19    |
|   |           | 20                  | 29,875 | 29,875 | 29,875 | 20    |
| 19-21   | 26,475    | 21                  | 30,275 | 30,275 | 30,275 | 21    |
|   |           | 22                  | 30,675 | 30,675 | 30,675 | 22    |
|   |           | 23                  | 31,075 | 31,075 | 31,075 | 23    |
| 22-24   | 28,131    | 24                  | 31,475 | 31,475 | 31,475 | 24    |
|   |           | 25                  | 31,875 | 31,875 | 31,875 | 25    |
|   |           | 26                  | 32,275 | 32,275 | 32,275 | 26    |
| 25-27   | 29,883    | 27                  | 32,675 | 32,675 | 32,675 | 27    |
|   |           | 28                  | 34,157 | 34,157 | 34,157 | 28    |
|   |           | 29                  | 34,557 | 34,557 | 34,557 | 29    |
| 28-30   | 31,737    | 30                  | 34,607 | 34,607 | 34,607 | 30    |

\*\* Additionally, all special education paraprofessionals shall have their current stipends increased by \$1,000. This increase shall not be cumulative, but will continue for the life of the parties' successor agreement.

*Jessica Gallivan*  
 Jessica Gallivan  
 Chief Negotiator  
 Date: 4/25/09

*Lyne Molyneux* 4/25/09  
 Lyne Molyneux  
 President, AFT 1826 & Chief Negotiator  
*Vernelle Delagarde*  
 Vernelle Delagarde  
 President, AFT 1825

Approved & Ratified by:

*John P. deJongh, Jr.*  
 Honorable John P. deJongh, Jr.  
 Governor

Date: 4/25/09

## BUDGETARY STAFF - SCHEDULE D

|      | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| EC05 | 20,318 | 20,318 | 20,310 | 20,316 | 20,726 | 20,784 | 21,563 | 21,594 | 22,434 | 23,082 | 23,340 | 23,607 | 24,263 | 24,763 |
| EC06 | 20,318 | 20,318 | 20,316 | 20,518 | 21,134 | 21,553 | 22,207 | 22,759 | 23,148 | 23,911 | 24,509 | 25,121 | 25,751 | 26,389 |
| EC07 | 20,318 | 20,318 | 20,368 | 20,651 | 21,486 | 22,008 | 22,729 | 23,369 | 24,067 | 24,765 | 25,463 | 26,223 | 26,984 | 27,754 |
| EC08 | 20,318 | 20,318 | 20,412 | 21,074 | 21,760 | 22,467 | 23,197 | 23,954 | 24,723 | 25,533 | 26,383 | 27,210 | 28,104 | 28,947 |
| EC09 | 20,318 | 20,310 | 20,543 | 21,217 | 22,060 | 22,628 | 23,245 | 23,911 | 24,492 | 25,168 | 25,877 | 26,493 | 27,202 | 27,903 |
| EC10 | 20,318 | 20,318 | 20,687 | 21,472 | 22,257 | 23,223 | 24,571 | 25,547 | 26,725 | 27,905 | 29,178 | 30,351 | 31,657 | 32,903 |
| EC11 | 20,318 | 20,318 | 21,362 | 22,275 | 23,223 | 24,276 | 25,488 | 26,708 | 27,820 | 29,133 | 30,395 | 31,717 | 33,093 | 34,519 |
| EC12 | 20,318 | 20,461 | 21,362 | 22,275 | 23,223 | 24,276 | 25,488 | 26,708 | 27,820 | 29,133 | 30,395 | 31,717 | 33,093 | 34,519 |
| EC13 | 20,318 | 20,431 | 21,302 | 22,225 | 23,223 | 24,276 | 25,488 | 26,708 | 27,820 | 29,133 | 30,395 | 31,717 | 33,093 | 34,519 |
| EC14 | 20,318 | 21,302 | 22,225 | 23,223 | 24,276 | 25,488 | 26,708 | 27,820 | 29,133 | 30,395 | 31,717 | 33,093 | 34,519 | 36,108 |
| EC15 | 21,051 | 22,274 | 23,223 | 24,276 | 25,488 | 26,708 | 27,820 | 29,133 | 30,395 | 31,717 | 33,093 | 34,519 | 36,108 | 38,082 |
| EC16 | 21,037 | 22,253 | 23,223 | 24,276 | 25,488 | 26,708 | 27,820 | 29,133 | 30,395 | 31,717 | 33,093 | 34,519 | 36,108 | 38,082 |
| EC17 | 22,031 | 23,045 | 24,043 | 25,037 | 26,031 | 27,025 | 28,019 | 29,013 | 30,007 | 31,001 | 32,005 | 33,009 | 34,013 | 35,017 |
| EC18 | 23,034 | 24,048 | 25,043 | 26,037 | 27,031 | 28,025 | 29,019 | 30,013 | 31,007 | 32,001 | 33,005 | 34,009 | 35,013 | 36,017 |
| EC19 | 23,105 | 24,119 | 25,114 | 26,108 | 27,102 | 28,096 | 29,090 | 30,084 | 31,078 | 32,072 | 33,066 | 34,060 | 35,054 | 36,048 |
| EC20 | 23,080 | 24,094 | 25,089 | 26,083 | 27,077 | 28,071 | 29,065 | 30,059 | 31,053 | 32,047 | 33,041 | 34,035 | 35,029 | 36,023 |
| EC21 | 23,083 | 24,097 | 25,092 | 26,086 | 27,080 | 28,074 | 29,068 | 30,062 | 31,056 | 32,050 | 33,044 | 34,038 | 35,032 | 36,026 |
| EC22 | 24,131 | 25,145 | 26,140 | 27,134 | 28,128 | 29,122 | 30,116 | 31,110 | 32,104 | 33,098 | 34,092 | 35,086 | 36,080 | 37,074 |
| EC23 | 24,131 | 25,145 | 26,140 | 27,134 | 28,128 | 29,122 | 30,116 | 31,110 | 32,104 | 33,098 | 34,092 | 35,086 | 36,080 | 37,074 |
| EC24 | 25,186 | 26,190 | 27,184 | 28,178 | 29,172 | 30,166 | 31,160 | 32,154 | 33,148 | 34,142 | 35,136 | 36,130 | 37,124 | 38,118 |
| EC25 | 25,186 | 26,190 | 27,184 | 28,178 | 29,172 | 30,166 | 31,160 | 32,154 | 33,148 | 34,142 | 35,136 | 36,130 | 37,124 | 38,118 |
| EC26 | 26,186 | 27,190 | 28,184 | 29,178 | 30,172 | 31,166 | 32,160 | 33,154 | 34,148 | 35,142 | 36,136 | 37,130 | 38,124 | 39,118 |
| EC27 | 26,186 | 27,190 | 28,184 | 29,178 | 30,172 | 31,166 | 32,160 | 33,154 | 34,148 | 35,142 | 36,136 | 37,130 | 38,124 | 39,118 |
| EC28 | 27,186 | 28,190 | 29,184 | 30,178 | 31,172 | 32,166 | 33,160 | 34,154 | 35,148 | 36,142 | 37,136 | 38,130 | 39,124 | 40,118 |
| EC29 | 27,186 | 28,190 | 29,184 | 30,178 | 31,172 | 32,166 | 33,160 | 34,154 | 35,148 | 36,142 | 37,136 | 38,130 | 39,124 | 40,118 |
| EC30 | 28,186 | 29,190 | 30,184 | 31,178 | 32,172 | 33,166 | 34,160 | 35,154 | 36,148 | 37,142 | 38,136 | 39,130 | 40,124 | 41,118 |
| EC31 | 28,186 | 29,190 | 30,184 | 31,178 | 32,172 | 33,166 | 34,160 | 35,154 | 36,148 | 37,142 | 38,136 | 39,130 | 40,124 | 41,118 |
| EC32 | 29,186 | 30,190 | 31,184 | 32,178 | 33,172 | 34,166 | 35,160 | 36,154 | 37,148 | 38,142 | 39,136 | 40,130 | 41,124 | 42,118 |
| EC33 | 29,186 | 30,190 | 31,184 | 32,178 | 33,172 | 34,166 | 35,160 | 36,154 | 37,148 | 38,142 | 39,136 | 40,130 | 41,124 | 42,118 |
| EC34 | 30,186 | 31,190 | 32,184 | 33,178 | 34,172 | 35,166 | 36,160 | 37,154 | 38,148 | 39,142 | 40,136 | 41,130 | 42,124 | 43,118 |
| EC35 | 30,186 | 31,190 | 32,184 | 33,178 | 34,172 | 35,166 | 36,160 | 37,154 | 38,148 | 39,142 | 40,136 | 41,130 | 42,124 | 43,118 |
| EC36 | 31,186 | 32,190 | 33,184 | 34,178 | 35,172 | 36,166 | 37,160 | 38,154 | 39,148 | 40,142 | 41,136 | 42,130 | 43,124 | 44,118 |
| EC37 | 31,186 | 32,190 | 33,184 | 34,178 | 35,172 | 36,166 | 37,160 | 38,154 | 39,148 | 40,142 | 41,136 | 42,130 | 43,124 | 44,118 |
| EC38 | 32,186 | 33,190 | 34,184 | 35,178 | 36,172 | 37,166 | 38,160 | 39,154 | 40,148 | 41,142 | 42,136 | 43,130 | 44,124 | 45,118 |
| EC39 | 32,186 | 33,190 | 34,184 | 35,178 | 36,172 | 37,166 | 38,160 | 39,154 | 40,148 | 41,142 | 42,136 | 43,130 | 44,124 | 45,118 |
| EC40 | 33,186 | 34,190 | 35,184 | 36,178 | 37,172 | 38,166 | 39,160 | 40,154 | 41,148 | 42,142 | 43,136 | 44,130 | 45,124 | 46,118 |
| EC41 | 33,186 | 34,190 | 35,184 | 36,178 | 37,172 | 38,166 | 39,160 | 40,154 | 41,148 | 42,142 | 43,136 | 44,130 | 45,124 | 46,118 |
| EC42 | 34,186 | 35,190 | 36,184 | 37,178 | 38,172 | 39,166 | 40,160 | 41,154 | 42,148 | 43,142 | 44,136 | 45,130 | 46,124 | 47,118 |
| EC43 | 34,186 | 35,190 | 36,184 | 37,178 | 38,172 | 39,166 | 40,160 | 41,154 | 42,148 | 43,142 | 44,136 | 45,130 | 46,124 | 47,118 |
| EC44 | 35,186 | 36,190 | 37,184 | 38,178 | 39,172 | 40,166 | 41,160 | 42,154 | 43,148 | 44,142 | 45,136 | 46,130 | 47,124 | 48,118 |
| EC45 | 35,186 | 36,190 | 37,184 | 38,178 | 39,172 | 40,166 | 41,160 | 42,154 | 43,148 | 44,142 | 45,136 | 46,130 | 47,124 | 48,118 |
| EC46 | 36,186 | 37,190 | 38,184 | 39,178 | 40,172 | 41,166 | 42,160 | 43,154 | 44,148 | 45,142 | 46,136 | 47,130 | 48,124 | 49,118 |
| EC47 | 36,186 | 37,190 | 38,184 | 39,178 | 40,172 | 41,166 | 42,160 | 43,154 | 44,148 | 45,142 | 46,136 | 47,130 | 48,124 | 49,118 |
| EC48 | 37,186 | 38,190 | 39,184 | 40,178 | 41,172 | 42,166 | 43,160 | 44,154 | 45,148 | 46,142 | 47,136 | 48,130 | 49,124 | 50,118 |
| EC49 | 37,186 | 38,190 | 39,184 | 40,178 | 41,172 | 42,166 | 43,160 | 44,154 | 45,148 | 46,142 | 47,136 | 48,130 | 49,124 | 50,118 |
| EC50 | 38,186 | 39,190 | 40,184 | 41,178 | 42,172 | 43,166 | 44,160 | 45,154 | 46,148 | 47,142 | 48,136 | 49,130 | 50,124 | 51,118 |
| EC51 | 38,186 | 39,190 | 40,184 | 41,178 | 42,172 | 43,166 | 44,160 | 45,154 | 46,148 | 47,142 | 48,136 | 49,130 | 50,124 | 51,118 |
| EC52 | 39,186 | 40,190 | 41,184 | 42,178 | 43,172 | 44,166 | 45,160 | 46,154 | 47,148 | 48,142 | 49,136 | 50,130 | 51,124 | 52,118 |
| EC53 | 39,186 | 40,190 | 41,184 | 42,178 | 43,172 | 44,166 | 45,160 | 46,154 | 47,148 | 48,142 | 49,136 | 50,130 | 51,124 | 52,118 |
| EC54 | 40,186 | 41,190 | 42,184 | 43,178 | 44,172 | 45,166 | 46,160 | 47,154 | 48,148 | 49,142 | 50,136 | 51,130 | 52,124 | 53,118 |
| EC55 | 40,186 | 41,190 | 42,184 | 43,178 | 44,172 | 45,166 | 46,160 | 47,154 | 48,148 | 49,142 | 50,136 | 51,130 | 52,124 | 53,118 |
| EC56 | 41,186 | 42,190 | 43,184 | 44,178 | 45,172 | 46,166 | 47,160 | 48,154 | 49,148 | 50,142 | 51,136 | 52,130 | 53,124 | 54,118 |
| EC57 | 41,186 | 42,190 | 43,184 | 44,178 | 45,172 | 46,166 | 47,160 | 48,154 | 49,148 | 50,142 | 51,136 | 52,130 | 53,124 | 54,118 |
| EC58 | 42,186 | 43,190 | 44,184 | 45,178 | 46,172 | 47,166 | 48,160 | 49,154 | 50,148 | 51,142 | 52,136 | 53,130 | 54,124 | 55,118 |
| EC59 | 42,186 | 43,190 | 44,184 | 45,178 | 46,172 | 47,166 | 48,160 | 49,154 | 50,148 | 51,142 | 52,136 | 53,130 | 54,124 | 55,118 |
| EC60 | 43,186 | 44,190 | 45,184 | 46,178 | 47,172 | 48,166 | 49,160 | 50,154 | 51,148 | 52,142 | 53,136 | 54,130 | 55,124 | 56,118 |
| EC61 | 43,186 | 44,190 | 45,184 | 46,178 | 47,172 | 48,166 | 49,160 | 50,154 | 51,148 | 52,142 | 53,136 | 54,130 | 55,124 | 56,118 |
| EC62 | 44,186 | 45,190 | 46,184 | 47,178 | 48,172 | 49,166 | 50,160 | 51,154 | 52,148 | 53,142 | 54,136 | 55,130 | 56,124 | 57,118 |
| EC63 | 44,186 | 45,190 | 46,184 | 47,178 | 48,172 | 49,166 | 50,160 | 51,154 | 52,148 | 53,142 | 54,136 | 55,130 | 56,124 | 57,118 |
| EC64 | 45,186 | 46,190 | 47,184 | 48,178 | 49,172 | 50,166 | 51,160 | 52,154 | 53,148 | 54,142 | 55,136 | 56,130 | 57,124 | 58,118 |
| EC65 | 45,186 | 46,190 | 47,184 | 48,178 | 49,172 | 50,166 | 51,160 | 52,154 | 53,148 | 54,142 | 55,136 | 56,130 | 57,124 | 58,118 |
| EC66 | 46,186 | 47,190 | 48,184 | 49,178 | 50,172 | 51,166 | 52,160 | 53,154 | 54,148 | 55,142 | 56,136 | 57,130 | 58,124 | 59,118 |
| EC67 | 46,186 | 47,190 | 48,184 | 49,178 | 50,172 | 51,166 | 52,160 | 53,154 | 54,148 | 55,142 | 56,136 | 57,130 | 58,124 | 59,118 |
| EC68 | 47,186 | 48,190 | 49,184 | 50,178 | 51,172 | 52,166 | 53,160 | 54,154 | 55,148 | 56,142 | 57,136 | 58,130 | 59,124 | 60,118 |
| EC69 | 47,186 | 48,190 | 49,184 | 50,178 | 51,172 | 52,166 | 53,160 | 54,154 | 55,148 | 56,142 | 57,136 | 58,130 | 59,124 | 60,118 |
| EC70 | 48,186 | 49,190 | 50,184 | 51,178 | 52,172 | 53,166 | 54,160 | 55,154 | 56,148 | 57,142 | 58,136 | 59,130 | 60,124 | 61,118 |
| EC71 | 48,186 | 49,190 | 50,184 | 51,178 | 52,172 | 53,166 | 54,160 | 55,154 | 56,148 | 57,142 | 58,136 | 59,130 | 60,124 | 61,118 |
| EC72 | 49,186 | 50,190 | 51,184 | 52,178 | 53,172 | 54,166 | 55,160 | 56,154 | 57,148 | 58,142 | 59,136 | 60,130 | 61,124 | 62,118 |
| EC73 | 49,186 | 50,190 | 51,184 | 52,178 | 53,172 | 54,166 | 55,160 | 56,154 | 57,148 | 58,142 | 59,136 | 60,130 | 61,124 | 62,118 |
| EC74 | 50,186 | 51,190 | 52,184 | 53,178 | 54,172 | 55,166 | 56,160 | 57,154 | 58,148 | 59,142 | 60,136 | 61,130 | 62,124 | 63,118 |
| EC75 | 50,186 | 51,190 | 52,184 | 53,178 | 54,172 | 55,166 | 56,160 | 57,154 | 58,148 | 59,142 | 60,136 | 61,130 | 62,124 | 63,118 |
| EC76 | 51,186 | 52,190 | 53,184 | 54,178 | 55,172 | 56,166 | 57,160 | 58,154 | 59,148 | 60,142 | 61,136 | 62,130 | 63,124 | 64,118 |
| EC77 | 51,186 | 52,190 | 53,184 | 54,178 | 55,172 | 56,166 | 57,160 | 58,154 | 59,148 | 60,142 | 61,136 | 62,130 | 63,124 | 64,118 |
| EC78 | 52,186 | 53,190 | 54,184 | 55,178 | 56,172 | 57,166 | 58,160 | 59,154 | 60,148 | 61,142 | 62,136 | 63,130 | 64,124 | 65,118 |

  
Douglas Chapman  
Chief Negotiator  
Date: 4/25/09

Representative \_\_\_\_\_  
 Virginia McNallymusluk  
 President, AFT 1825 A 24164, Nipponair, Inc.  
 Date: 5/23/69

\_\_\_\_\_  
 Vice President  
 President, AFT 1825  
 Date: 5/23/69

Residuals and Associated:

Elamonicé Aina P. Robinson, Jr.  
Governor of the Virgin Islands  
Date: 12/23/83