

AGREEMENT

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**

PARAPROFESSIONALS



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NEGOTIATION TEAM MEMBERS

UNION:

| Name | Title | Local |
|--------------------------|---|------------------|
| Rosa Soto-Thomas | President | AFT, Local 1826 |
| Carol Callwood | President/Asst. Chief Negotiator | AFT, Local 1825 |
| Avery Lewis | Former President/Assistant Chief Negotiator | AFT, Local 1825 |
| Kenneth Christopher | 1st Vice President | AFT, Local 1825 |
| Deborah Richardson | Recording Secretary, Tech Assistant | AFT, Local 1826 |
| Sherilyn Hodge | Correspondence Secretary | AFT, Local 1825 |
| Angela Barry | Former, Recording Secretary | AFT, Local 1825 |
| George Bordenave | AFT National Representative | AFT, 1825 & 1826 |
| Attorney Amos Carty, Jr. | AFT Legal Counsel | AFT, 1825 & 1826 |
| Shyluer Barthlett | Former, Paraprofessional Chair | AFT, Local 1826 |
| J'Nae Torres-Lang | Paraprofessional Chair | AFT, Local 1826 |
| Marissa Allen | Paraprofessional | AFT, Local 1826 |
| Sharon O. Jackson | Support Staff Chair | AFT, Local 1826 |
| June Chesterfield | 5 th VP- Support Staff Chair | AFT, Local 1825 |

MANAGEMENT:

| Name | Title | Department |
|-------------------------------|----------------------------------|---------------------------------|
| Edwin E. Francis | Acting Chief Negotiator | Office of Collective Bargaining |
| Natalie Nelson Tang How, Esq. | Former Chief Negotiator | Office of Collective Bargaining |
| Racquel Berry-Benjamin | Commissioner Nominee | Department of Education |
| Dr. Sharon McCollum | Former Commissioner | Department of Education |
| | Insular Superintendent - STT/STJ | Department of Education |
| | Insular Superintendent – STX | Department of Education |
| Nicole Jacobs | Director, Human Resources | Department of Education |
| Cynthia Moore, Esq. | Legal Counsel | Department of Education |

PURPOSE AND SCOPE

The St. Thomas-St. John and the St. Croix Federations of Teachers, Locals 1825 and 1826, American Federations of Teachers, AFL-CIO, represent paraprofessionals (formerly School Aides) who have an interest in educational excellence that is far beyond the scope of a collective bargaining agreement governing terms and conditions of employment.

The Parties recognize that the Department of Education has unilateral authority in the field of educational policy and development. This Agreement is not intended 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, during its life, be altered only by written agreement of the Parties. Nevertheless, it is hoped that a broad interchange of ideas, even in the areas of education policies and development, will contribute in a significant measure to the advancement of public education in the Virgin Islands.

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

PREAMBLE

AGREEMENT, made this 1st day of September 2018, 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 paraprofessionals to ensure that good order and discipline are maintained throughout the system and that paraprofessionals are fully supported in all reasonable measures taken by them to effectuate good order and maintain discipline in the schools; and

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

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

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

THEREFORE, the Parties agree as follows:

ARTICLE I
RECOGNITION AND DEFINITION

Section 1:

The Department recognizes the Union as the sole and exclusive bargaining agent for all paraprofessionals employed in the public school system of the Virgin Islands.

Section 2:

The Union agrees to represent equally all members of the above defined unit of paraprofessionals.

Section 3:

A paraprofessional is a person employed in an official capacity for the purpose of assisting schools, teachers and/or activity centers in general teaching and/or non-teaching duties.

This shall not be construed to mean custodial cleaning or other duties generally performed by custodians.

Paraprofessionals who are to perform teaching duties may be required to meet applicable federal and local guidelines.

ARTICLE II

FAIR PRACTICES

Section 1:

Paraprofessionals shall have and shall be protected in the exercise of the right (freely and without fear of penalty or reprisal) to form, join, and assist any paraprofessional 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 paraprofessionals in the Department of Education are appraised 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 paraprofessional organization.

Section 2: Free Speech

Paraprofessionals 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 paraprofessionals shall be democratic with free encouraged participation by members. Paraprofessionals shall not be subject to disciplinary action because of the exercise of this right.

Section 3:

Paraprofessional personnel files shall be maintained under the following conditions:

- (a) No materials relative to the paraprofessional's competence, character or conduct shall be placed in the paraprofessional's personnel file without prior written notice to the paraprofessional. However, an incident which has not been reduced to writing within twenty (20) working days of occurrence, exclusive of the summer period, may not later be added to the file.
- (b) Within twenty (20) working days after notification, the paraprofessional shall have the right to answer any material filed and his answer shall be included in his file.
- (c) Upon written request by the paraprofessional, he may examine non-privileged materials in his file in the presence of the Director of Human Resources or his designee. The examination shall take place not later than five (5) working days following the receipt of request. At the discretion of the Director of Human Resources, this request may be granted immediately. Upon request, a single copy of any non-privileged document in his file will be reproduced for the paraprofessional. The Director of Human Resources or his designee and the paraprofessional will affix their signature on the folder and indicate the date on which the file was examined. Only those personnel whose official duty requires may inspect a paraprofessional's file. When a paraprofessional's file is inspected by such a person, he shall indicate that he has examined the same by a written notice given to the supervisor of personnel files who shall be responsible for placing it in the file.

Section 4:

Any material placed in a paraprofessional's personnel file in breach of paragraph 3A hereof, shall not be admitted as evidence in any grievance of disciplinary action against a paraprofessional or used in connection with a paraprofessional's dismissal, promotion or rating.

Section 5:

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

Section 6:

The Department of Education agrees that it will not require any paraprofessional to take an oath or affirmation of loyalty unless such requirement is established by law.

Section 7:

Administrators shall place in the paraprofessional's file information of a positive nature indicating special abilities, achievements, performances or contributions of an academic professional or civic nature. Any such material received from outside responsible sources shall be included in the paraprofessional's personnel file.

Section 8:

Material will be removed from the files when a paraprofessional's claim that it is inaccurate or unfair is sustained.

Section 9:

No written notation or record of an oral complaint received by the Department from any source shall be placed in the paraprofessional's personnel file.

Section 10:

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 related thereto.

Due Process:

A teacher or any school related personnel shall be entitled to union representation at any conference or meeting in which the teacher will be advised of an impending adverse personnel action.

ARTICLE III
GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

within ten (10) working days from the date of the appeal to the District Superintendent or Commissioner. In those cases where interdepartmental action is essential for the solution of a grievance, the time limitation set forth shall be extended an additional five (5) days. The Superintendent or the Commissioner or designee shall grant a hearing at his level for the following grievances: suspensions, demotions and dismissals.

*District Employees should appeal to the District Superintendent.

*State Employees should appeal to the Commissioner or designee.

Both Parties agree to use mediation to resolve grievances or 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 3.

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

ARTICLE IV

WORKING CONDITIONS

Section 1: Time and Attendance Reports

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

Section 2:

Paraprofessionals shall assist with clerical duties, bus duties, play areas and lunch room duties and such other related duties that may be assigned by the principal. They, however, shall not be required to perform custodial duties and/or general manual labor.

Examples of Work - General

- * Supervise the play areas, lunch room and study periods;
- * Assist teacher on field trips;
- * Distribute, collect and store materials and equipment;
- * Assist in recording attendance, filing and cataloging materials when necessary;
- * Assist with bulletin board arrangements;
- * Prepare visual materials for instructions as determined by the teacher; operate audio-visual equipment;
- * Assist in the school library by reading and telling stories;
- * Bus duties;
- * Perform related work as required.

Section 3:

The school day for all paraprofessionals shall not exceed seven (7) hours, excluding lunch.

Section 4:

Paraprofessionals shall have a duty-free lunch period as determined by the teaching schedule at the school to which they are assigned.

Section 5:

Paraprofessionals shall return to school two (2) days before the official opening of school and shall leave two (2) days after the official closing of the school year.

Section 6:

Paraprofessionals in each school shall sign in and sign out in the same manner as the teachers in that school.

Section 7:

Paraprofessionals shall carry out their duties under safe and healthful conditions. When in the judgment of the principal of a school, in consultation with the building representative, conditions prejudicial to health, sanitation, safety or welfare exist, the principal shall have the right to take such actions appropriate to the situation including suspension of classes.

Major construction and repairs that will interfere with instruction shall be accomplished during the school vacation and other recess when feasible. The Government agrees that it shall take all precautions as are necessary to protect the health and safety of its employees.

The Department agrees to provide extermination services and Mold Prevention at a minimum of once a year and in emergency situations.

Section 8:

Paraprofessionals shall have a safe and secure place to store personal belongings.

Section 9:

Paraprofessionals shall be allowed a fifteen (15) minute break in the morning and in the afternoon provided that they shall not be allowed to leave the school premises.

Section 10:

Paraprofessionals shall not be responsible for preparing lesson plans or signing report cards. Paraprofessionals shall not prepare or sign Individualized Educational Plans (IEPs).

Section 11:

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.

Section 12: Transfer

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 Designee and upon a thorough review of the circumstances of each particular case.
- District employees should appeal the transfer to the District Superintendent.
 - State employees should appeal the transfer to the Commissioner or Designee.

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

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

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

Section 13:

Paraprofessionals shall be assigned to special education students in accordance with the students' Individualized Education Plan (IEP).

Section 14:

Employees shall be notified if their time sheet 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 15:

Management agrees to cooperate with paraprofessionals in screening visitors to a classroom.

ARTICLE V

LEAVES

Section 1: Sick Leave

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 request 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 for which sick leave is requested, regardless of the length of such absence. Unless sick leave has been granted pursuant to prior request, an employee must, 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. The Departments of Education and Finance shall keep accurate and complete records of all absences from duty by employees within the Department of Education and all reports of illness and requests for sick leave by those employees. Anyone who knowingly falsifies any such report or request, 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.
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 a 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.
7. Any sick time taken by a paraprofessional on an approved family and medical leave, or an approved maternity leave, shall not negatively affect an employee's attendance rating.

Section 2: Personal Leave

1. Paraprofessionals shall be granted up to five (5) personal leave days which shall be non-cumulative from school year to school year.
2. Requests for personal leave shall be submitted in writing, at least two (2) working days prior to the first day leave for which leave is requested and no statement or reason shall be required, unless there is a reported emergency, but subject to the following:
 - a. Personal leave may be granted for a day immediately prior to or following a holiday, so long as the request is made no less than five (5) working days prior to the start of the anticipated leave;
 - b. Personal leave shall not be granted the first three (3) weeks or the last two (2) weeks of the school year.
 - c. First year employees shall not use more than three (3) of the five (5) personal days in any semester.
3. Requests for personal leave shall not be unreasonably denied. However, prior approval for non-emergency leave is required.

Section 3: 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 a paraprofessional becomes aware of the pregnancy she must notify her building principal in writing. This notification should include her expected date of delivery.
- B. A request for maternity leave by a paraprofessional should be given to the immediate supervisor, in writing, at least thirty (30) days prior to the date she wishes her maternity leave to begin. A tentative date for returning to duty shall be included in this request.

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

Section 4: Bereavement Leave

The Commissioner of Education or her designee may authorize bereavement leave up to four (4) days for death in a paraprofessional's immediate family. If circumstances necessitate the need for additional time off, employee may use sick and/or personal leave. In cases necessitating travel outside of the Territory, additional bereavement leave may be granted. Immediate family is defined as son, daughter, spouse, parents, mother-in-law, father-in-law, grandparents, children, grandchildren, sisters, sister-in-law, brothers, brother-in-law, step father, step mother, step children, and step siblings.

Section 5: All Other Leaves

All other leaves shall be governed by the applicable provisions of the V.I. Code and Rules and Regulations.

ARTICLE VI

QUALIFICATIONS

Section 1:

All paraprofessionals shall comply with all federal and local guidelines.

Section 2:

Paraprofessionals returning to duty within a period of five (5) years shall maintain their years of experience.

Section 3:

A paraprofessional whose overall performance is below satisfactory shall be notified, in writing, of those areas which need improvement at least three (3) months before receiving his/her final evaluation. In cases where a non-probationary paraprofessional has received his or her first overall annual evaluation of Below Satisfactory or Needs Improvement, a program of staff development activities in consultation with the union will be recommended to aid the individual in improving his or her performance. Thereafter, the paraprofessional shall be closely monitored and improvement noted in all areas required within ninety (90) days.

Section 4:

An unofficial copy of final evaluations shall be received no later than two (2) weeks before the last day of the school year for paraprofessionals. If requested, in writing, paraprofessionals shall be afforded an informal conference to discuss their final evaluation.

ARTICLE VII
TRANSITION TO TEACHING PROGRAM

Subject to the availability of funds, a "Transition to Teaching Program" is established for those paraprofessionals who wish to attend the University of the Virgin Islands on a part-time basis, for the purpose of entering to teaching profession. This program shall also be subject to the following conditions:

- A.** Application for a course of study must be filed at least thirty (30) days in advance of the commencement of the course. Paraprofessionals who have received an overall satisfactory rating for the previous year's performance and the recommendation of the principal shall be eligible for the program.
- B.** 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 mission.
- C.** Upon submission of evidence of enrollment, the Department shall remit tuition costs and fees, including books and course materials required to the University of the Virgin Islands.
- D.** The paraprofessional shall cause to be submitted an official grade report to the Department. Any paraprofessional who does not successfully complete a course with the passing grade of "C" or better, or who drops a course, shall reimburse the Department through payroll deduction authorization.
- E.** Any paraprofessional who receives a grade lower than "C" in two courses shall no longer be eligible for payment in advance for courses. Any paraprofessional who withdraws from/drops or fails a course on two occasions shall no longer be eligible for payment in advance of courses and will be required to repay the advance funds. However, future courses will be reimbursed in a timely fashion upon successful completion of said course. Additionally, individuals who are prohibited from completing a course or have to drop a course because of medical reasons shall not be penalized.
- F.** The Department will conduct at least one (1) in-service workshop for paraprofessionals each year. Representatives of the paraprofessionals shall participate in the planning of the program.
- G.** Each paraprofessional duly qualified and admitted to a course of study for credit towards a Bachelor's or higher degree shall receive four hundred dollars (\$400.00) for each nine (9) credits after he/she has a base of forty-eight (48) credits.

- H. When a paraprofessional transitions to a teacher, the paraprofessional will be credited up to three (3) years of service towards their teaching profession; providing that said Paraprofessional has taught on a continuous basis in the same class for a minimum of eight (8) months in a given school year.

Paraprofessionals will be required to have a satisfactory teacher evaluation for each year of service. If the paraprofessional's teacher evaluation is below satisfactory, the paraprofessional has the right to be evaluated as a paraprofessional in which case, only the paraprofessional evaluation will be placed in the employee's personnel file.

ARTICLE VIII

SENIORITY AND LAYOFFS

Section 1: Seniority Defined

Service Seniority is defined as an employee's length of continuous service in his/her job classification.

Section 2: Probationary, Part-time and Temporary Employees

Pursuant to Section 527 of Title 3 of the Virgin Islands Code and Section 7-2 of the V.I. Rules and Regulations, or any amendment thereto, all appointments are subject to a probationary period of one year. The period of probation may be extended after one year for another period of one year. Failure to qualify for permanent appointment at the end of the second year of probation may constitute cause for dismissal from service.

Section 3: Applicability of Seniority

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

Section 4:

For the purposes of economic lay-off, recall, bumping, offers and other relevant condition of employment, service seniority shall govern, except where otherwise provided in Section 5(a) (2).

Section 5: 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; 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.

B. Notification of Lay-Off

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

C. Recall from Lay-off

1. An employee shall be recalled from lay-off in the reverse 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. Employees who fail to notify the Department within five (5) working days after the receipt of the above recall letter of their intention to return to work within seven (7) work days shall be considered terminated.

D. Seniority List

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

Section 6:

New employees shall not be hired while employees who have acquired knowledge, skill and previous experience in the job classification are available to work remain on the layoff list. Furthermore, all employees hired before the expiration of this agreement are grandfathered through existing language.

Section 7:

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

ARTICLE IX
UNION SECURITY

Section 1:

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

Section 2: Union Dues

The Employer agrees to the establishment and maintenance of a check-off procedure whereby the Department of Education, through the Department of Finance, shall make bi-weekly payroll deduction of regular periodic Union dues or payment-in-lieu of dues as provided in Section 373(d) of Act 4440. These deductions shall be based on an employee's written authorization to do so, submitted to the Department of Education. Said authorization can be revoked in accordance with the conditions stated in the authorization form. Such revocation shall be delivered to the Department of Education and the Union and the employee shall receive receipts therefore. Unless revoked during the stated period, the authorization shall automatically renew for additional periods of six (6) months in accordance with the above procedure. Deductions shall commence with respect to dues for the month in which the Department of Education receives the employee's written authorization.

Section 3: Report to Union

At the close of each month the Department of Education shall transmit, through the Department of Finance, all sums deducted, by check, together with an itemized statement showing the name of each paying employee, the amount deducted therefrom and the respective social security numbers.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1:

When a Paraprofessional is assigned by the Principal/Designee to cover a class, he/she shall be compensated at the rate of \$5.00 (1st year) and \$5.50 (2nd year) per hour in addition to the base rate of the paraprofessional. Compensation shall be paid on a bi-weekly basis upon approval of the paraprofessional's NOPA.

Section 2:

- A. When a paraprofessional is assigned to cover classes, he shall be given all the privileges and responsibilities of the classroom teacher to whose classes assigned and shall observe the teacher's daily schedule. In the event he is assigned to cover for the entire school year, he shall observe leave at the end of the school year same as teachers.
- B. Classes shall not be sent to the library, learning media center, or library media center when the teacher is absent or when the classroom is not able to be used.
- C. Classes not supervised by a teacher shall not be sent to the library, learning media center, or library media center when there is a library program in operation.
- D. Pupils shall not be assigned to the school library, learning media center, or library media center as a disciplinary measure.

Section 3:

A paraprofessional attending summer school for professional improvement may be granted permission, at the discretion of the Commissioner, to leave school prior to the official closing date provided that an official letter of admission to such summer school is submitted to the Commissioner thirty (30) days prior to the closing date of school.

Section 4:

The Department will reimburse paraprofessionals in an amount not to exceed a total of \$500.00 per paraprofessional in any school year for the following:

- A. Loss, damage or destruction, while on duty in the school, reported to the Administration of the school on the date of the claims occurrence, to an employee's automobile parked in an off-street parking area provided by the Department when the paraprofessional has not been negligent, to the extent that such loss is not covered by insurance.

- B. Loss, damage or destruction while on duty in the school, occurring when a paraprofessional, in the exercise of his or professional judgment and only if approved by the administration, brings into a classroom, as a teaching aid, an item not readily available to the teacher within the system, such as visual aid equipment or a microscope, camera etc., provided (1) such loss, damage or destruction is reported to the administration of the school on the date of the claimed occurrence; (2) the paraprofessional has not been negligent; and (3) only to the extent such loss is not covered by insurance.
- C. Claims for such reimbursement under (a) or (b) above shall be made on a form to be furnished by the Department, to be completed and turned in to the individual of office designated by the Department. In the event a claim is denied by the Department, the grievance procedure may be invoked.
- D. Paraprofessionals claiming reimbursement for loss, damage of destruction under Section 3, must (1) certify on the form provided in Section C, above, 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 certification of a supervisor or administrator that the paraprofessional was not at fault in the loss, damage or destruction claimed for reimbursement.

Section 5:

Paraprofessionals shall be given credit for related experience and placed on their appropriate step on the salary schedule. This shall not exceed three (3) steps.

Section 6:

Night school paraprofessionals shall be paid at the rate of fifteen dollars (\$15.00) per hour.

Section 7:

A paraprofessional assigned full time to severely physically, mentally or emotionally disabled special education classes shall receive a stipend of the \$1,650.00 and shall be required to attend a minimum of thirty-six (36) hours of special education training per year.

Section 8:

Paraprofessionals assigned to the Media Center shall receive appropriate training.

ARTICLE XI
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 not limiting the generality of the foregoing, the right:

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

ARTICLE XII
UNION RIGHTS AND INFORMATION

Section 1: Leave of Absence for Union Officers or Employers

Paraprofessionals who are elected to full-time or part-time paid positions with the Union or any organization with which it is affiliated will, upon proper application, be granted leave of absence without pay for the purpose of accepting those positions for one semester for one year. Application shall be made thirty (30) days prior to the end of the school year. A written response shall be provided not later than thirty (30) days before the beginning of the school year.

Section 2:

The benefits available to Union officials on leave under Section 1 hereof shall be governed by Title III of the V.I. Code.

Section 3:

The paraprofessional president or other paraprofessional designated by the Union may be granted an excused absence without pay to attend Union conferences. The requests should be made in writing and submitted to the District Superintendent at least ten (10) working days prior to the beginning date of conference. The sum total of days of excused absence, for the above, may not exceed, in the aggregate, ten (10) school days in any one school year.

Section 4:

The Department shall make available to the Union any information, statistics, records, paraprofessional work schedules, paraprofessional salaries and budget requests needed for the implementation of this Agreement and subsequent negotiations.

Section 5:

Whenever meeting, grievance proceedings, conferences or negotiations are mutually scheduled by the Parties to this Agreement, members and representatives of the Bargaining Agent, mutually scheduled to participate during working hours, shall suffer no loss in pay and substitutes shall be provided if necessary and available.

Section 6:

A copy of this contractual Agreement shall be provided to Management on CD-ROM and distributed by the Union to each member of the bargaining unit and will be posted on the Department of Education's website. If the Parties agree to provide a printed booklet, the costs shall be shared equally between the Parties.

Section 7:

The Union shall have the right to utilize bulletin board space in the schools and paraprofessional mail boxes for the dissemination of information.

Section 8:

The Union representative in each school shall have the right to meet with principals for purposes of enforcing this Agreement. The Union, upon notifying the Principal or designee, shall have the right to go to any school and ascertain compliance with this Agreement at times mutually agreed by both Parties. The request for such meeting shall not be arbitrarily denied.

Section 9:

All paraprofessionals shall have individual certificates/appointments of employment which shall include a statement of their assignment and salary.

Section 10:

All returning paraprofessionals shall be notified by letter no later than June 15th, of each year of their adjustments for the ensuing year. Thereafter, the change(s) of status shall accompany check(s) reflecting the change(s).

Section 11:

Upon application to the Principal, which shall not be arbitrarily denied, Union members in individual schools shall have the right to meet in the schools provided there is no interference with instruction. Union representatives may attend said meetings. Requests to use facilities shall be made at least one (1) day in advance.

Section 12:

Paraprofessional Representatives shall be granted released time for the processing of grievances and the enforcement of this Agreement so long as it does not unduly interfere with the operations of the Department.

Section 13:

The Union paraprofessional representative shall have the right to insert notices into the daily bulletin or daily gram that is circulated in the school. Such insertion of notices shall be subject to the same reasonable and uniform regulations as apply to all other material.

Section 14:

All public school paraprofessionals shall receive their bi-weekly check on the same day. Paraprofessionals pay checks shall be sealed at the Central Office. Paraprofessionals shall receive a check within four (4) weeks of the time they have been initially employed, provided they have submitted all necessary documents, as listed in the employee information bulletin.

Section 15:

In the event a paraprofessional 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.

Section 16:

All vacancies in the classified teaching system shall be posted in faculty lounges, on bulletin boards, and in the regular school bulletins.

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

All administrative vacancies in the classified service in the Department of Education shall be posted in every school and activity center for at least twenty (20) working days prior to selection of any candidate for the position. 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 17:

Paraprofessionals who have a satisfactory performance rating requesting letters of recommendation to other school systems shall not be arbitrarily denied this right before or after leaving the system.

Section 18:

The Department of Education shall forward to the Union(s) a list of all employees within the bargaining unit by October 15th of each year, and an up-dated list by March 15th.

Section 19:

The Union shall be provided with a mailing list of new employees and their building assignments by August 15th.

Section 20:

The qualification for all professional positions in the Department of Education, other than paraprofessionals, shall be made available to the schools. The principal shall advise school personnel of receipt of this information.

Section 21:

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

Section 22:

If schools are closed by administrative action, the employee shall not lose compensation for the period involved.

Section 23:

Paraprofessionals shall not be required to transport children in the paraprofessionals' private automobiles unless liability insurance is provided.

Section 24:

The Department of Education agrees to receive input from paraprofessionals and the Union when planning for physical expansion of their respective school facilities. Paraprofessionals and the Union recognize that the final decision with respect to the expansion of school facilities rests with the Employer.

Section 25:

Special conferences shall be arranged between the local paraprofessional president and 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.

Section 26:

Special conferences may be held between the hours of 9:00 a.m. and 4:00 p.m. When conferences are held between these hours, members of the local will have release time.

Section 27:

No complaint or accusation shall be made the subject of disciplinary action unless the employee shall have the opportunity to reply to such complaint; and no such complaint shall be made a part of the employee's personnel file before a determination of the Employer based on all of the evidence.

ARTICLE XIII
FRINGE BENEFITS

Pursuant to the V.I. Code, the V.I. Rules and Regulations, Executive Order and/or directives, as they currently exist or as they may be subsequently created, repealed, amended or revised, all health, welfare, annuity, insurance, sick leave, maternity leave, annual leave, holidays, retirement, jury and military service provisions and benefits conferred upon career service employees by Chapter 25, Title 3, V.I. Code, shall be applied to the employees covered by this Agreement.

ARTICLE XIV
NO STRIKES OR LOCKOUTS

Section 1:

During the term of this Agreement, there shall be no lockout, strike, work stoppage or other action intended to disrupt the work of the Department. Participation by employees in an act violating this Section will be caused for immediate disciplinary action.

Section 2:

In the event of a work stoppage or other action in 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 of notification, the Union shall instruct the employees engaged in such activity to terminate such activity forthwith.

**ARTICLE XV
SALARY**

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

NOTE: The present salary schedule and appendices shall remain in effect pending the adoption of a new salary schedule for the duration of the September 1, 2018 - August 31, 2020 Collective Bargaining Agreement.

ARTICLE XVI
SAVINGS CLAUSE

In the event that any provision of this Agreement or compliance therewith by the Department or the Union shall constitute a violation of the Virgin Islands or Federal Law, or regulations promulgated pursuant thereto, which would be applicable to this Agreement, then, in and unenforceable, and shall be deemed severable from the remaining provisions of the Agreement, which remaining provision shall not be affected. The provision or provisions affected shall be renegotiated between the Department and the Union.

ARTICLE XVII

DURATION

Section 1:

This Agreement shall become effective on 12:01 a.m. of the 1st day of September 2018, and shall expire on midnight of the 31st day of August 2020. Provided, however that no provisions of this Agreement shall be given retroactive effect except this provided for in this Agreement.

Section 2:

This Agreement shall have not effect and shall be unenforceable unless signed by the Governor of the Virgin Islands provided, further, that any part of this Agreement that requires funding therefore in order to be implemented shall not become effective until the Legislature of the Virgin Islands has enacted legislation appropriating such funds.

Section 3:

This Agreement contains the full and complete agreement between the Department of Education and the St. Thomas/St. John and St. Croix Federations. Neither party shall be required during the term hereof to negotiate or bargain upon any issue whether it is covered or no 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 agreement, it shall give written notice to the other party by May 1, 2020. 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 15, 2020. Negotiations for subsequent or successor contracts shall commence on May 31, 2020.

ARTICLE XVIII
TOTALITY OF AGREEMENT


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

IN WITNESS WHEREOF, the Parties hereto through their duly authorized representatives hereby execute this Agreement on the date indicated below.

GOVERNMENT OF THE VIRGIN ISLANDS

BY: 
EDWIN E. FRANCIS
ACTING CHIEF NEGOTIATOR

DATED: 1-22-19


BY: 
RACQUEL BERRY-BENJAMIN
COMMISSIONER NOMINEE
DEPARTMENT OF EDUCATION

DATED: 2/6/19


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

DATED: 4/15/19

AMERICAN FEDERATION OF TEACHERS

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

DATED: 1.22.19

BY: 
CAROL CALLWOOD
ASISTANT CHIEF NEGOTIATOR
PRESIDENT, LOCAL 1825

DATED: 1/22/19

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

TENTATIVE WAGE AGREEMENT

October 9, 2018

1. The Government of the Virgin Islands ("GVI") and the American Federation of Teacher ("AFT") Locals 1825 and 1826 (herein after collectively referred to as the "Parties") tentatively agree to the following wage settlement for the term of the Successor Collective Bargaining Agreement ("CBA" or "Successor Agreement"). The Parties' Successor Agreement for Professionals, Paraprofessionals & Support Staff shall have a two (2) year term commencing on September 1, 2018 and terminating on August 31, 2020. The Parties agree to the attached salary schedules for School Years 2018-2019 and 2019-2020.
2. The 2018 salary increases for the members of the bargaining units shall be implemented effective September 1, 2018.
3. The Parties agree that the Successor Agreement between the Government of the Virgin Islands and the AFT, Locals 1825 and 1826 shall be comprised of mutually agreed wage proposals and terms of the CBA dated September 1, 2011 through August 31, 2015, which was extended through September 30, 2018 and including all previously agreed to language & language changes agreed to during negotiations which commenced on August 18, 2016, through October 9, 2018.
4. The minimum salary for Support Staff is \$27,040 pursuant to Executive Order No. 483-2018. The minimum salary for Paraprofessionals is \$30,000 as per the attached negotiated salary schedule.
5. The starting salaries for new Professionals as outlined in Executive Order No. 483-2018 and other Professionals currently earning less than \$44,000 in the professional unit is \$44,000.
6. Effective September 1, 2018, the salary schedule for Professionals with a Bachelor's Degree shall be adopted as indicated in the attached *Exhibit 1* which reflects a minimum starting salary of \$44,000 at Step 0. As per the negotiated salary schedule, the maximum salary is \$73,849 at Step 30.
7. Effective September 1, 2018, the negotiated salary schedule for Professionals with a Master's Degree shall be adopted as indicated in the attached *Exhibit 1* which reflects a minimum starting salary of \$46,000 at Step 0. The maximum salary is \$75,146 at Step 30.

8. Effective September 1, 2018, the negotiated salary schedule for Professionals with an Educational Specialist Degree shall be adopted as indicated in the attached *Exhibit 1* which reflects a minimum starting salary of \$47,500 at Step 0. The maximum salary is \$76,094 at Step 30.
9. Effective September 1, 2018, the negotiated salary schedule for Professionals with a PhD. Degree shall be adopted as indicated in the attached *Exhibit 1* which reflects a minimum starting salary of \$48,000 and the maximum salary is \$77,242.
10. All Professionals will receive a three (3) step movement in Year 1 of the negotiated salary schedule of the CBA.
11. Effective September 1, 2018, the negotiated salary schedule for Paraprofessionals shall be adopted as indicated in *Exhibit 2* with a minimum starting salary of \$30,000.00 and a maximum salary of \$40,908 at Step 30.
12. Effective September 1, 2018, the negotiated salary schedule for Support Staff shall be adopted as reflected on *Exhibit 3* for EC05 through EC28 respectively, with a minimum starting salary of \$27,040 and a maximum salary of \$68,350.
13. Effective September 1, 2018, the negotiated salary schedule for the non-degreed Professionals shall be reflected in a mutually agreed Stipulation by between the Parties in recognition of the fact that non-degreed professionals will no longer be hired by the Department of Education ("DOE"). The existing non-degree professionals shall be placed on the Bachelor's degree salary schedule for the life of the CBA.

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~~Non-degreed professionals are entitled to a salary adjustment for Year one (1), (2018-2019 School Year) and two step increases for Year two (2), (2019-2020 School Year) as prescribed in the Stipulated Agreement to be agreed to by Parties.~~

15. For the second year of the CBA (2019-2020 school year), Paraprofessionals will receive a two (2) step movement on the negotiated salary schedule associated with the Successor Collective Bargaining Agreement. New Incoming employees will move one (1) step on the salary schedule in year two (2); (2019-2020 School Year), with no movement in Year 1 (2018-2019 School Year).
16. For the second year of the CBA (2019-2020 school year) Support Staff will receive a two (2) step movement and any such employee at the highest step in his/her respective salary schedule in Year 1 will receive a \$3,000 longevity Increase in Year 2. New Incoming Support Staff will be moved one (1) step on the salary schedule in year two (2), (2019-2020), with no movement in Year 1 (2018-2019).
17. For the second year of the CBA, (2019-2020 school year), all Professionals will receive a one (1) step movement on the negotiated salary schedule of the Collective Bargaining Agreement. In the event that the Government of the Virgin Islands ("GVI") identifies and certifies additional dollars to fund a second step in Year 2 for Professionals in the CBA, in the additional amount of approximately 1.3 million dollars, GVI will notify the AFT of availability and inclusion of such funds in DOE's budget within (90) days of GVI's submission of the proposed FY 2020 budget to the Legislature. GVI has no further obligation if no additional dollars are realized to fund a second step in Year 2, as the Parties have negotiated and agreed to one (1) step in Year 2 for Professionals as set forth in this Successor Agreement.

18 Parties agree that Stipends for select categories of AFT members consistent with the attached Exhibit 4 effective September 1, 2018 will be increased by 2.5% for the school year 2018-2019 and 2.5% for school year 2019-2020

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

Tentatively agreed to by:

For the Government of the VI


Natalie Nelson, Esq.
Chief Negotiator

Date: 10/16/18

For the American Federation of Teachers


By Rosa Thomas President AFT Local 1826
Chief Negotiator

Date: 10.10.18


By Carol Callwood President, AFT, Local 1825
Assistant Chief Negotiator

Date: October 10, 2018


Honorable Kenneth E. Mapp
Governor of the Virgin Islands

Date: 10-19-18

WAGE PROPOSAL

| | WAGES | Comments |
|---------------|---|----------|
| Wage Proposal | Professionals Year 1 = 3 Steps per New negotiated Schedule (see attached) Year 2 = 1 Step | |
| | Paraprofessionals Year 1 = Starting Salary at \$30,000 revised Schedule (see attached) Year 2 = 2 Steps | |
| | Support Staff Year 1 = Starting Salary at \$27,040 per negotiated Schedule (see attached) Year 2 = 2 Steps and \$3,000 one-time bonus for any Employee at last step. | |

ACCEPTED: *[Signature]* 10-16-18 FOR SUBMISSION TO IMPASSE: _____ (GVI)

October 17, 2018

**AMERICAN FEDERATION OF TEACHERS, LOCALS 1825 & 1826
PAY PLAN – PARAPROFESSIONALS**


| | EA04 |
|----|--------|
| 0 | 30,000 |
| 1 | 30,360 |
| 2 | 30,724 |
| 3 | 31,093 |
| 4 | 31,466 |
| 5 | 31,844 |
| 6 | 32,266 |
| 7 | 32,613 |
| 8 | 33,004 |
| 9 | 33,400 |
| 10 | 33,801 |
| 11 | 34,206 |
| 12 | 34,617 |
| 13 | 35,032 |
| 14 | 35,453 |
| 15 | 35,878 |
| 16 | 36,309 |
| 17 | 36,744 |
| 18 | 37,185 |
| 19 | 37,631 |
| 20 | 38,083 |
| 21 | 38,540 |
| 22 | 39,003 |
| 23 | 39,471 |
| 24 | 39,944 |
| 25 | 40,424 |
| 26 | 40,909 |
| 27 | 41,399 |
| 28 | 41,896 |
| 29 | 42,399 |
| 30 | 42,908 |


Natalie Nelson Tang How Esq.
Chief Negotiator


10-8-18
Date


Rosa Soto Thomas
Chief Negotiator
President, AFT Local 1826

10.10.18
Date


Carol Callwood
President, AFT Local 1825
Assistant Chief Negotiator

10/10/18
Date


Honorable Kenneth E. Mapp
Governor of the Virgin Islands

10.14.18
Date

**AMERICAN FEDERATION OF TEACHERS, LOCALS 1825 & 1826
SPECIAL SCHEDULE - COACHING**

| VARSITY | | SY 2018-2019 | SY 2019-2020 |
|------------------------------|--|---------------------|---------------------|
| Tackle Football Head Coach | | 4,305.00 | 4,412.63 |
| Assistant Head Coach | | 3,228.75 | 3,309.47 |
| Assistant Coach | | 2,690.63 | 2,757.89 |
| Basketball Coach | | 3,228.75 | 3,309.47 |
| Assistant Coach | | 2,152.50 | 2,206.31 |
| Volleyball Coach | | 2,690.63 | 2,757.89 |
| Assistant Coach | | 2,152.50 | 2,206.31 |
| Baseball Coach | | 2,690.63 | 2,757.89 |
| Assistant Coach | | 2,152.50 | 2,206.31 |
| Softball Coach (Girls) | | 2,690.63 | 2,757.89 |
| Assistant Coach | | 2,152.50 | 2,206.31 |
| Track & Field Coach | | 2,690.63 | 2,757.89 |
| Assistant Coach | | 2,152.50 | 2,206.31 |
| Cross Country Coach | | 2,690.63 | 2,757.89 |
| Tennis Coach | | 2,690.63 | 2,757.89 |
| Soccer Coach | | 2,690.63 | 2,757.89 |
| Assistant Coach | | 2,152.50 | 2,206.31 |
| Cheerleader Coach | | 2,690.63 | 2,757.89 |
| Golf Coach | | 2,690.63 | 2,757.89 |
| Dance Coach | | 2,690.63 | 2,757.89 |
| Intramural Sport Coordinator | | 2,905.88 | 2,978.52 |

| JUNIOR VARSITY | | SY 2018-2019 | SY 2019-2020 |
|------------------------------|--|---------------------|---------------------|
| Flag Football Coach | | 2,798.25 | 2,868.21 |
| Assistant Head Coach | | 1,506.75 | 1,544.42 |
| Basketball Coach | | 2,798.25 | 2,868.21 |
| Assistant Coach | | 1,614.38 | 1,654.73 |
| Volleyball Coach | | 2,475.38 | 2,537.26 |
| Assistant Coach | | 1,614.38 | 1,654.73 |
| Baseball Coach | | 2,475.38 | 2,537.26 |
| Assistant Coach | | 1,614.38 | 1,654.73 |
| Softball Coach (Girls) | | 2,475.38 | 2,537.26 |
| Assistant Coach | | 1,614.38 | 1,654.73 |
| Track & Field Coach | | 2,475.38 | 2,537.26 |
| Assistant Coach | | 1,614.38 | 1,654.73 |
| Cross Country Coach | | 2,475.38 | 2,537.26 |
| Tennis Coach | | 2,475.38 | 2,537.26 |
| Soccer Coach | | 2,475.38 | 2,537.26 |
| Assistant Coach | | 1,614.38 | 1,654.73 |
| Cheerleader Coach | | 1,614.38 | 1,654.73 |
| Intramural Sport Coordinator | | 1,808.10 | 1,853.30 |

| ELEMENTARY | | SY 2018-2019 | SY 2019-2020 |
|---------------------|--|---------------------|---------------------|
| Track & Field Coach | | 2,367.75 | 2,426.94 |
| Volleyball Coach | | 2,367.75 | 2,426.94 |
| Basketball Coach | | 2,367.75 | 2,426.94 |
| Cross Country Coach | | 2,367.75 | 2,426.94 |
| All Other Coaches | | 2,367.75 | 2,426.94 |
| Cheerleader Coach | | 1,076.25 | 1,103.16 |

**AMERICAN FEDERATION OF TEACHERS, LOCALS 1825 & 1826
SPECIAL SCHEDULE - COACHING**

MUSIC

SY 2018-2019 SY 2019-2020

| | | | |
|----------------------|--|----------|----------|
| Band Director | | | |
| Senior High | | 3,228.75 | 3,309.47 |
| Junior High | | 2,583.00 | 2,647.58 |
| Elementary | | 1,937.25 | 1,985.68 |
| Chorus | | | |
| Senior High | | 2,152.50 | 2,206.31 |
| Junior High | | 1,937.25 | 1,985.68 |
| Elementary | | 1,722.00 | 1,765.05 |

ACADEMIC SCHEDULE

SY 2018-2019 SY 2019-2020

| | | | |
|---------------------------------------|--|----------|----------|
| Group 1 | | | |
| Guidance Counselor | | 2,152.50 | 2,206.31 |
| Academic Coaches: | | | |
| Reading, Literary, Math | | 1,614.38 | 1,654.73 |
| Paraprofessionals (SIE) | | 1,383.75 | 1,418.34 |
| Special Ed. Teachers | | 2,475.38 | 2,537.26 |
| Specialists (Resource) | | 2,367.75 | 2,426.94 |
| *Dept. Chairpersons | | 2,260.13 | 2,316.63 |
| Group 2 | | | |
| Vocational Programs Advisor | | 1,614.38 | 1,654.73 |
| Vocational State Chair | | 1,937.25 | 1,985.68 |
| Senior High Quiz Bowl Coach | | 1,076.25 | 1,103.16 |
| Senior National Honor Society Advisor | | 1,076.25 | 1,103.16 |
| Assistant Senior Quiz Bowl Coaches | | 861.00 | 882.53 |
| Advisers: FBLA, FCCLA, VICA | | 1,076.25 | 1,103.16 |


Natalie Nelson Tang How, Esq.
Chief Negotiator


10-9-18
Date:


Rosa Soto-Thomas
Chief Negotiator
President AFT Local 1826

10.10.18
Date:


Carol Callwood
President AFT Local 1825
Assistant Chief Negotiator

10.10.18
Date:


Approved _____
Disapproved _____
Honorable Kenneth E. Mapp
Governor of the Virgin Islands

10-19-18
Date:

MANAGEMENT'S PROPOSALS

MGMT. PROPOSAL NO. 1

| <u>ARTICLE</u> | <u>LANGUAGE</u> | <u>Comments</u> |
|--|---|-----------------|
| Current Section: Article I Section 3 | <p>A paraprofessional is a person employed in an official capacity for the purpose of assisting schools, teachers and/or activity centers in general teaching and/or non-teaching duties.</p> <p>This shall not be construed to mean custodial cleaning or other duties generally performed by custodians.</p> <p>Paraprofessionals who are required to perform teaching duties must meet the applicable requirements set for the in federal and local guidelines.</p> | |
| Proposed Section: Article I Section 3 | <p>A paraprofessional is a person employed in an official capacity for the purpose of assisting schools, teachers and/or activity centers in general teaching and/or non-teaching duties.</p> <p>This shall not be construed to mean custodial cleaning or other duties generally performed by custodians.</p> <p>Paraprofessionals who are required to perform teaching duties may be required to must meet the applicable requirements set for the in federal and local guidelines.</p> | |

ACCEPTED: *[Signature]* 12-1-16 12/1/16

FOR SUBMISSION TO IMPASSE: _____ (GVI) _____ withdrawn _____

MGMT. PROPOSAL NO. 3

| <u>ARTICLE</u> | <u>LANGUAGE</u> | <u>Comments</u> |
|---|--|------------------------|
| Current Section: Article II Section 1 | Paraprofessionals shall have and shall be protected in the exercise of the right (freely and without fear of penalty or reprisal) to form, join, and assist any paraprofessional 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 paraprofessionals in the Department of Education are appraised of this right, as described in V.I.C. Title 14, Chapter 24, Section 363. No interference, restraint, coercion or discrimination shall be practiced in any paraprofessional organization. | |
| Proposed Section: Article II Section 1 | Paraprofessionals shall have and shall be protected in the exercise of the right (freely and without fear of penalty or reprisal) to form, join, and assist any paraprofessional 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 paraprofessionals in the Department of Education are appraised of this right, as described in V.I.C. Title 14, Chapter 24, Section 363 24, Chapter 14, Section 363 . No interference, restraint, coercion or discrimination shall be practiced in any paraprofessional organization. | |

ACCEPTED:  12-11-16 12/11/16

FOR SUBMISSION TO IMPASSE: _____ (GVI) _____ withdrawn _____

UNION PROPOSAL NO. 8

| <u>ARTICLE II</u> | <u>LANGUAGE</u> | <u>Comments</u> |
|---|---|------------------------|
| Union Proposed Section: Article II Fair Practices. Section | <u>Due Process:</u> A teacher or any school related personnel shall be entitled to union representation at any conference or meeting in which the teacher will be advised of an impending adverse personnel action. | |
| MGMT Counter Proposal Section: | Accept | |

ACCEPTED: *[Signature]* 12-1-16
FOR SUBMISSION TO IMPASSE: *[Signature]* 12/1/16
NOT ACCEPTED: _____ WITHDRAWN _____
(GVI) _____ (AFT) _____

MGMT. PROPOSAL NO. 6

| <u>ARTICLE II</u> <u>FAIR PRACTICES</u> | <u>LANGUAGE</u> | <u>Comments</u> |
|---|---|------------------------|
| Proposed Section: Article II NEW SECTION 10 | Section 10: 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 related thereto. | |
| | | |

ACCEPTED: *[Signature]* 12-14-16 12/1/16

FOR SUBMISSION TO IMPASSE: _____ (GVI) _____ withdrawn _____

MGMT. PROPOSAL NO. 10

| ARTICLE | LANGUAGE | Comments |
|---|---|----------|
| Current Section: Article IV Section 12 | <p>Paraprofessionals may be transferred by the District Superintendent within a district when, upon a thorough review of the facts and circumstances in a particular case, in his judgment such transfer is in the best interest of the System. Enrollment changes causing an increase or reduction of paraprofessional positions may be one of the conditions.</p> <p>The District Superintendent shall consult with the union representative of 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.</p> <p>It is recognized that the final decision regarding transfer shall rest with the Employer.</p> <p>Transfer shall not, however, be utilized as a punitive measure.</p> <p>All requests for transfers on the ground of hardship shall be considered by the Employer.</p> <p>It is recognized that the final decision regarding a request for a transfer shall rest with the Employer.</p> | |
| Proposed Section: Article IV Section 12 - Transfer | <p>An employee may be involuntarily transferred only under one of the following conditions:</p> <ol style="list-style-type: none"> 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; Staffing of new offices; At the direction of the District Superintendent or the Commissioner of Education or the Designee and upon a thorough review of the circumstances of each particular case. <p>* District employees should appeal the transfer to the District Superintendent.</p> <p>* State employees should appeal the transfer to the Commissioner or designee.</p> <p>Paraprofessionals may be transferred by the District Superintendent within a district when, upon a thorough review of the facts and circumstances in each particular case, in his judgment such transfer is in the best interest of the Department. Enrollment changes causing an increase or reduction of Paraprofessionals positions may be one of the conditions.</p> <p>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.</p> <p>Transfers shall not, however, be utilized as a punitive measure. All requests for transfers on the grounds of hardship shall be considered by the Employer. It is recognized that the final decision regarding transfers shall rest with the Employer. Transfers shall not, however, be utilized as a punitive measure.</p> | |

ACCEPTED:  12-1-16 12/1/16

MGMT. PROPOSAL NO. 12

| <u>ARTICLE V</u> <u>LEAVES</u> | <u>LANGUAGE</u> | <u>Comments</u> |
|-----------------------------------|---|-----------------|
| Proposed Section: Article V | There is no need for a Section "A" as there is no Section "B" | |
| | Delete letter "A" | |

ACCEPTED: *[Signature]* 12-1-16 12/1/16

FOR SUBMISSION TO IMPASSE: _____ (GVI) _____ WITHDRAWN _____

UNION PROPOSAL NO. 6

| <u>ARTICLE V LEAVE</u> | <u>LANGUAGE</u> | <u>Comments</u> |
|---|---|------------------------|
| Union Proposed Section: Article V. LEAVES Section 1: A. Proof of Sickness #4. (add at end of current statement) Pg 17 | <ul style="list-style-type: none"> Extended leave of absence due to long-term illness, hospitalization and recovery shall not negatively affect an employee's attendance rating once proof of sickness is presented. | |
| Counter Proposal Section: | <p><u>Section 1: Sick Leave</u></p> <p><u>A. PROOF OF SICKNESS</u></p> <p>7. Any sick time taken by a paraprofessional on an approved family and medical leave, or an approved maternity leave, shall not negatively affect an employee's attendance rating.</p> | |

ACCEPTED: *[Signature]* 12.1.16
FOR SUBMISSION TO IMPASSE: *[Signature]* 12.1.16
NOT ACCEPTED: *[Signature]* 12.1.16
WITHDRAWN: *[Signature]* 12.1.16
(GVI) (AFT)

UNION PROPOSAL NO. 7

| <u>ARTICLE VII</u> | <u>LANGUAGE</u> | <u>Comments</u> |
|---|--|------------------------------|
| Union Proposed Section: Article VII Transition to Teaching Program G Pg. 21 | Each paraprofessional duly qualified and admitted to a course of study for credit towards a bachelor's or higher degree shall receive THREE HUNDRED DOLLARS (\$300.00) \$500.00 for each nine (9) credits after he/she has a base of forty-eighty (48 credits). | |
| Mgmt. Counter Proposal Section: | Each paraprofessional duly qualified and admitted to a course of study for credit towards a bachelor's or higher degree shall receive THREE HUNDRED DOLLARS (\$300.00) \$350.00 for each nine (9) credits after he/she has a base of forty-eighty (48 credits). | |
| | Each paraprofessional duly qualified and admitted to a course of study for credit towards a bachelor's or higher degree shall receive THREE HUNDRED DOLLARS (\$300.00) \$400.00 for each nine (9) credits after he/she has a base of forty-eighty (48 credits). | <u>Final accepted</u> |

ACCEPTED:  12-4-16
NOT ACCEPTED: _____ WITHDRAWN _____
FOR SUBMISSION TO IMPASSE: _____ (GVI) _____ (AFT)

| <u>ARTICLE X</u> | <u>WAGES</u> | <u>Comments</u> |
|---|---|-----------------|
| <u>Union Proposed</u> <u>Section: Article X-</u> <u>Miscellaneous</u> <u>Provisions</u> <u>Section 1 pg. 26</u> | <p>When a paraprofessional is assigned by the Principal/Designee to cover class, he/she shall be compensated at the rate of \$3.00 \$6.00 (1st year); \$3.50 \$6.50 (2nd year); \$4.00 \$7.00 (3rd year) and \$4.50 \$7.50 (4th year) per hour in addition to the base rate of the paraprofessional. Compensation shall be paid on a biweekly basis upon approval of the paraprofessional's NOPA.</p> | |
| <u>MGMT. Counter</u> <u>Proposal Section</u> | <p>When a paraprofessional is assigned by the Principal/Designee to cover class, he/she shall be compensated at the rate of \$5.00 (1st year) and \$5.50 (2nd year) per hour in addition to the base rate of the paraprofessional. Compensation shall be paid on a biweekly basis upon approval of the paraprofessional's NOPA.</p> | |

ACCEPTED: 10-9-18 10-9-18 10-9-18

FOR SUBMISSION TO IMPASSE: _____ (GVI) _____

UNION PROPOSAL NO. 2

| <u>ARTICLE X</u> | <u>LANGUAGE</u> | <u>Comments</u> |
|--|--|------------------------|
| Union Proposed Section: Article X - Miscellaneous Provisions Section 4 | <p>The Department will reimburse paraprofessionals in an amount not to exceed a total of \$200.00 \$500.00 per paraprofessional in any school year for the following.</p> <p>A. Loss, damage or destruction, while on duty in the school, reported to the Administration of the school on the date of the claims occurrence, to an employee's automobile parked in an off-street parking area provided by the Department when the paraprofessional has not been negligent, to the extent that such loss is not covered by insurance.</p> | |
| MGMT Counter Proposal Section: | Accept | |

ACCEPTED:  12-1-16 12:31:16 NOT ACCEPTED: _____ WITHDRAWN _____
FOR SUBMISSION TO IMPASSE: _____ (GVI) _____ (AFT)

UNION PROPOSAL NO. 3

| <u>ARTICLE</u> | <u>LANGUAGE</u> | <u>Comments</u> |
|--|--|------------------------|
| Union Proposed Section: Article X- Miscellaneous Provisions. Section 6 pg.27 | Night school paraprofessionals shall be paid at the rate of \$8.50 \$15.00 per hour. | |
| MGMT Counter Proposal Section: | Accept | |

ACCEPTED: *[Signature]*
11-1-16

NOT ACCEPTED: _____ WITHDRAWN _____
 FOR SUBMISSION TO IMPASSE: _____ (GVI) _____ (AFT)

UNION PROPOSAL NO. 4

| <u>ARTICLE X</u> | <u>LANGUAGE</u> | <u>Comments</u> |
|--|---|------------------------|
| Union Proposed Section: Article X – Miscellaneous Provisions. Section 7 pg.27. | A paraprofessional assigned full time to severely physically, mentally or emotionally disabled special education classes shall receive a stipend of the \$4350.00 \$1800.00 and shall be required to attend a minimum of thirty-six (36) hours of special education training per year. | |
| MGMT Counter Proposal Section: | A paraprofessional assigned full time to severely physically, mentally or emotionally disabled special education classes shall receive a stipend of the \$4350.00 \$1650.00 and shall be required to attend a minimum of thirty-six (36) hours of special education training per year. | <u>Accepted</u> |

ACCEPTED: *[Signature]* 12-1-16
FOR SUBMISSION TO IMPASSE: *[Signature]* 12-1-16

NOT ACCEPTED: _____ WITHDRAWN _____
(GVI) _____ (AFT)