

MEMORANDUM OF AGREEMENT

between

CASTLEGAR & DISTRICT PUBLIC LIBRARY ASSOCIATION

and

CUPE LOCAL 2262

This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement.

All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

This Memorandum of Agreement is subject to ratification by the principals of the parties hereto and both parties agree to recommend, to their respective principals, acceptance of all terms and conditions herein.

IN WITNESS WHEREOF the Parties hereto have fixed their signature hereto this _____ day of _____, 2005.

Signed on behalf of:
Castlegar & District Public Library
Association

Signed on behalf of:
Canadian Union of Public Employees,
Local 2262

ARTICLE 1 - RECOGNITION OF THE UNION

1.05 Without restricting the generality of the foregoing sections, it is agreed that the following positions shall be excluded from the terms of this Agreement:

~~Head Librarian; Library Accountant~~ **Library Director; Bookkeeper**

~~1.11 The Employer will make a reasonable effort to assign employees to work within their job descriptions. (move to 8.03 (b))~~

1.12 Right to Have Steward Present

An employee shall have the right to have his/her Union Steward and/or Union Officer(s) present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview, in order that the employee may contact his/her Union Steward and/or Union Officer(s) to be present at the interview. (moved from article 12.01)

ARTICLE 3 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES

3.03 Training Programs

The Employer after consultation with the Union may, instead of releasing an employee due to Technological Change, retrain the employee for another position for such period of time as the Employer thinks fit. The Employer will assume the cost of such retraining. After the period of training, the employee shall have four (4) months to adapt fully to the new position. Should the employee not adapt to the new position, he/she may then be released by the Employer. **No additional employees under this Article shall be hired by the Employer until the provisions of this article have been met.**

~~3.09 No New Employees~~

~~No additional employees under this Article shall be hired by the Employer until the provisions of Article 3.03 have been met.~~

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Step 1

Within forty (40) working days of learning of the occurrence, act or event giving rise to the grievance, the employee or employees concerned, with their Union Steward or Union General Grievance Committee in attendance, shall submit the grievance, in writing, to the ~~Head Librarian~~ **Library Director** and shall endeavour to settle the dispute. Failing to reach a satisfactory settlement of the dispute within two (2) working days after its submission to the ~~Head Librarian~~ **Library Director**, the dispute may be submitted to Step 2.

5.04 Step 4

The dispute ~~shall~~ **may** be submitted to ~~a Board of~~ Arbitration.

ARTICLE 6 - ~~BOARD OF~~ ARBITRATION

Section 1

~~6.01 Should the Library Board of Trustees and the Union General Grievance Committee fail to settle any difference, grievance or dispute whatsoever arising between the Employer and the Union, or the employee(s) concerned, such difference, grievance or dispute shall be referred to a Board of Arbitration.~~

~~6.02 The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Employer, one (1) to be selected by the Union, and a third mutually acceptable person who shall act as Chairman, to be chosen by the two (2) persons thus selected.~~

~~6.03 In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour shall be requested to appoint such member.~~

~~6.04 The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.~~

~~6.05 Each party shall bear the fees and expenses of the arbitrator appointed by such party, and shall pay one half (1/2) of the fees and expenses of the Chairman.~~

~~6.06 A single Arbitrator can be used as long as the Parties both agree. The single Arbitrator shall be Vince Ready or in the event that he is unavailable, another person who is agreed to by the Parties.~~

6.01 Arbitration may consist of a three (3) member board of arbitration, a single registered arbitrator with the Collective Agreement Arbitration Bureau as established under the Labour Relations Code, or by other generally accepted and mutual agreeable method. However, whichever method is chosen, it shall only be by mutual agreement between the Union and the Employer. Should the parties be unable to agree on which method to use, the three (3) member board shall be used.

6.02 The decision of the Board of Arbitration or Arbitrator with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the board of arbitration have the power to alter, modify, or amend the Agreement in any respect.

6.03 Each party shall bear one-half (1/2) of the expenses of the arbitrator or in the case of the three (3) member board each party shall bear the expenses of their appointee and one-half (1/2) of the expenses of the arbitrator.

ARTICLE 7 - SENIORITY

7.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. This list shall be posted on all bulletin boards during the month of January each year and updating and/or any changes to the list shall be put in writing and forwarded to the Union. **Seniority lists with anniversary dates will be kept in the library's personnel files.**

7.04 a) In the promotion, transfer or demotion of an employee, the Employer agrees that seniority shall be the determining factor. The senior qualified employee shall be given preference.

b) A transfer from one job classification to another which involves no change in the rate of pay shall not be considered a promotion or demotion for the purpose of this Article.

ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES AND APPOINTMENTS

8.01 Establishment of Joint Classification Committee

A joint Classification Committee will be established consisting of a minimum of two (2) representatives of the Employer and two (2) representatives of the Union.

~~Job Descriptions and Classifications~~

~~The Employer and the Union agree to establish job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days, in which case the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union to resolve the difference. If the Joint Classification Committee is unable to resolve the difference, then it shall be submitted to the Grievance and Arbitration Procedure pursuant to Article 5 and 6 of this Agreement.~~

8.02 ~~Notice of New Position~~ New Job Descriptions

In the event the Employer ~~shall~~ establishes any new position **for which the Union is bargaining agent, the job description,** the classification and wage for this new position shall be established by the Employer and written notice shall be given to the Union, and shall be posted on all Union Bulletin Boards at the Employer's place of business for a minimum of fourteen (14) calendar days, so that all members will be aware of the new position. Unless written notice ~~of objection to negotiate and resolve the classification and wage rate~~ is given to the Employer by the Union within thirty (30) calendar days after ~~such notice, to negotiate and resolve the classification and wage rate~~ **the original notice by the Employer,** such classification shall be considered as agreed to. In the event the Parties are unable to resolve the dispute, then it will be referred to ~~Arbitration pursuant to Article 6~~ **the grievance procedure pursuant to Article 5 beginning at Step 2.**

8.03 Changes in Classification

a) When the duties **are changed or increased** ~~or volume of work in any classification are changed or increased,~~ or where the ~~Job Classification Committee representatives of the Union or an employee~~ feels he/she is unfairly or incorrectly classified, ~~during the term of this Agreement~~ **or the Employer desires to make a change in an existing classification,** the classification

and/or pay rate shall be subject to negotiation between the ~~Employer and the Union parties~~. If the Parties are unable to agree on the reclassification and/or rate of pay of the ~~job position~~ in question, ~~such dispute~~ the **matter** shall be submitted to ~~the grievance and arbitration procedure beginning at step 2~~. The reclassification and/or rate of pay shall then be considered retroactive to the date the ~~employee first filled that position~~ **the complaint was submitted in writing, concerning the change in the duties of the position.**

b) The Employer will make a reasonable effort to assign employees to work within their job descriptions. (moved from 1.11)

8.04 ~~Elimination or Change of Existing~~ **Classifications**

Existing classifications shall not be eliminated or changed without prior agreement with the Union. If the Union objects to the elimination **or change** of the classification ~~in writing within thirty (30) days of being notified~~, the matter shall be referred to the **Joint** Classification Committee. If the ~~Classification~~ Committee is unable to resolve the difference, then the matter shall be referred to ~~Arbitration pursuant to Article 6~~ **the grievance procedure beginning at step 2.**

8.06 Information In Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. ~~All Job Postings shall state "This position is open to female and male applicants"~~

~~8.08 Role of Seniority In Promotions, Transfers, and Staff Changes:~~

~~Both Parties recognize:~~

~~(1) the principle of promotion within the service of the Employer.~~

~~(2) that job opportunity should increase in proportion to length of service.~~

~~Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 8.06.~~

8.11 Promotions Requiring Higher Qualifications

If no employee is appointed to a new position or a vacancy in accordance with Article ~~8.08~~ **7.04**, then promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the position or the vacancy. The employee will be given an opportunity to qualify within a two (2) month trial period. If the qualifications are not met within this trial period, the employee shall revert to his/her former position in accordance with Article 8.09. ~~The Employer shall also consider employees who are not qualified but who, through on the job training, could reasonably be expected to satisfactorily perform the job within a reasonable training period.~~

8.12 On The Job Training

The Employer shall inaugurate and maintain a system of "on the job" training **to support employees who are currently enrolled or have recently completed course work.** ~~so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.~~ Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting pay of the employees concerned, **when the time is available and a qualified employee is available to instruct the trainee.** ~~Such opportunities for training shall be allocated according to seniority provisions of this agreement. If applicable to their job description, all regular employees shall receive training in cataloguing, inter-library loans (computerized) CD-ROM, etc.~~

8.13 Filling Vacancies

When a Librarian is away a Librarian will fill the Librarian position.

When an Office Manager is away, an Office Manager or Librarian will fill the Office Manager position.

~~When a Librarian or Secretary is away, the position will be filled with a Librarian or Secretary.~~

NEW

8.13 Job Related Professional Development

When approved in writing in advance by the employer, an employee enrolled in a professional development program or academic course

which is directly related to their employment, will be reimbursed in full for the cost of tuition and required text books upon submitting proof of successful completion of the professional development program or course. Should an employee request, funds will be advanced prior to the course commencement of an approved course provided the employee understands that proof of successful completion of the course must be produced or the funds advanced will be deducted from any monies owing the employee.

Remaining article will be renumbered accordingly.

ARTICLE 9 - LEAVE OF ABSENCE

9.01 An employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests **in writing** such leave for good and sufficient cause. Such request shall be **granted at the discretion of the Employer, and shall not be unreasonably withheld.** ~~in writing and approved by the Employer~~
An employee on leave without pay shall reimburse the Employer the full benefit premium costs for the period of absence on such leave.

9.09 ~~ARTICLE 14~~ - Maternity/Parental/Adoption Leave

~~14.01 Pregnancy shall not constitute cause for dismissal.~~

~~14.02~~ a) On completion of the probationary period, an employee shall qualify for Maternity Leave and the ~~Board~~ **employer** shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

~~14.03~~ b) **All qualified employees shall upon application be granted up to eighteen (18) weeks Maternity Leave of absence without pay.** ~~The duration of the Maternity Leave of absence before confinement and subsequent to confinement shall be at the option of the employee, except that and the leave shall commence no earlier than six (6) weeks prior to the expected date of the birth of the child.~~

c) **Where a doctors certificate is provided, stating that it is necessary to commence the period of maternity leave earlier or to extend the period of leave for health reasons, an extension of up to six (6) months shall be granted.**

d) If the Employer believes that the employee cannot reasonably be expected to perform her duties because of the pregnancy, the Employer may instruct the employee to take leave of absence until the employee can provide a certificate from a doctor stating she is able to perform her duties;

~~(2) the leave shall include the six weeks following the actual date of birth of the child unless the employee gives at least one week's notice and furnishes a certificate from a qualified medical practitioner stating she is able to return to work.~~

~~14.04 Should an employee require a longer period of Maternity Leave because of health reasons and/or complications, an extension up to a maximum of six (6) months will be granted on production of a medical certificate.~~

~~14.05~~ e) Employees shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.

~~14.06~~ f) After ~~fifteen (15) weeks~~ the **period** of absence covered by ~~the~~ **Employment Insurance** provisions, an employee may choose to receive payment of normal weekly salary from his/her accumulated sick leave benefits if applicable.

~~14.07~~ g) An employee shall give the ~~Board~~ **employer** at least two (2) weeks **written** notice/~~advice~~ of the effective date of the leave, of an extension of the leave, and of her return to work after Maternity Leave of absence and she shall be returned to her former position.

~~14.08 If a pregnant employee chooses not to work with a VDT, an attempt will be made, in co operation with the other employees, to provide her with other work and/or a change of tasks, provided there is no additional cost to the Library. If this cannot be done, or if the employee so wishes, leave of absence without pay will be granted to her.~~

~~14.09~~ h) In addition to maternity leave, an employee is entitled to a maximum of thirty-five (35) weeks unpaid parental/**adoption** leave to be taken within one (1) year of the birth or adoption of a child. If both parents are employees of the Employer, the maximum combined leave remains at thirty-five (35) weeks.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND CALL-OUTS

10.01 Hours of work shall be as per schedule to be drawn up by the ~~Librarian~~ **Library Director** and staff. The schedule may be varied by mutual agreement between the Employer and the Union.

10.15 When the Library requires an employee to attend any conference, training program, workshop or meeting, the employee shall be paid for all hours in attendance (up to seven (7) hours per day) as well as transportation allowance **(transportation by private vehicle at thirty-five cents (\$0.35) per**

kilometre), child care expenses, per diem, hotel and any other reasonable related expenses.

ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

~~12.01 Right to Have Steward Present~~

~~An employee shall have the right to have his/her Union Steward and/or Union Officer(s) present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview, in order that the employee may contact his/her Union Steward and/or Union Officer(s) to be present at the interview.~~ (moved to article 1.12)

ARTICLE 13 - SICK LEAVE

13.10 Sick Leave Pay-Out

All employees shall upon retirement, be eligible ~~for and~~ **to** receive a cash gratuity payment, at the employee's current base rate **of pay**, of their accumulated sick leave if any, based on the following:

- a) After five (5) years of service - twenty (20%) percent **of the total unused accumulated sick leave credits as at retirement date**; and
- b) ~~an additional two (2%) percent per year to a maximum of one hundred and fifty (150) working days.~~ **For each year of service after the fifth year, two percent (2%) of total unused accumulated sick leave credits as at retirement date.**

13.12 ~~Handicapped Workers~~ **Duty to Accomodate**

Where an employee is unable, through injury or illness, to perform his/her normal duties, the Employer will attempt to provide the employee with other alternate suitable employment.

ARTICLE 15 - BENEFITS

15.01 a) Eligibility

All regular employees working twenty (20) hours per week or more are eligible for the benefits package. Regular employees working less than

twenty (20) hours per week and casual employees shall receive a percentage as per Schedule "A" in lieu of benefits.

- b) **Employees who retire are eligible in their first year of retirement for the benefit package (pending approval of Pacific Blue Cross). The retired employee will pay the full cost of the benefit package.**

15.04 Employee and Family Assistance Program

~~The Board shall implement the Employee and Family Assistance Program when the City of Castlegar implements the same. All employees shall have access to this program and the Employer will pay all fees as stated in the Board's letter.~~

The Employer agrees to implement the Employee and Family Assistance Program (Columbia Valley Assessment and Referral Service) for all employees. The Employer shall pay all costs associated with the setting up of the program, necessary training costs and yearly premiums.

15.05 Health and Welfare Benefit Plans for Employees

- (b) ~~Extended Health Insurance Benefits~~ **Medical and Extended Health Benefits Plan**

~~As of February 1, 2001, Extended Health Benefits coverage is provided by Pacific Blue Cross as an extension of the City of Castlegar group.~~

The Employer shall pay the full registration fee and premium costs for single or family coverage with Pacific Blue Cross as applicable, under a mutually approved Medical Plan and Extended Health Benefits Plan, for employees who have completed three (3) months of continuous employment.

- (c) Vision Care

~~Effective January 1, 2001, A vision plan will be provided for Employees after three (3) months of continuous employment at a level of three hundred dollars (\$300.00) every two (2) years, and the premium costs will be paid one hundred percent (100%) by the Employer. 50/50 Employer/Employee cost shared.~~

The Employer will pay the cost of one (1) eye exam every two (2) years.

~~Effective January 1, 2003, the Employer will pay one hundred percent (100%) of the premium.~~

(d) Dental Plan

~~Dental Care is provided by Pacific Blue Cross as an extension to the City of Castlegar group.~~

~~Premiums for Dental coverage are eighty percent (80%) paid by the Employer and twenty percent (20%) paid by the Employee.~~

~~Coverage is as follows:~~

~~Plan A 100% Regular Care~~

~~Plan B 60% Major Restoration
 100% Dentures~~

~~Effective January 1, 2003 (subject to approval by the City)~~

~~Plan B 70% Major Restoration
 100% Dentures~~

~~Plan C 60% Orthodontics
 (\$2000.00 limit per person)~~

a) **The Employer shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the premium costs for single or family coverage, as applicable, under a mutually approved dental plan for employees who have completed three (3) months continuous employment.**

b) **The sharing of the cost of services received under the dental plan between the Plan and the employee shall be as follows:**

Plan A: Normal teeth work	- 100% paid by Plan
Plan B: Crowns/bridges	- 75% paid by Plan
 Dentures	- 100% paid by Plan
Plan C: Orthodontics	- 60% paid by Plan
	- \$2,000 maximum

15.06 ~~Superannuation~~ **Municipal Pension Plan**

~~All eligible employees shall apply for coverage for superannuation in compliance with the Municipal Act of British Columbia.~~

All full-time employee shall become members of the Municipal Pension Plan (MPP) upon attaining eligibility to do so pursuant to MPP rules. Part-time employee shall be offered enrolment in the MPP pursuant to MPP rules. Nothing in this clause can override a MPP rule.

ARTICLE 17 - TERM OF AGREEMENT

17.01 This Agreement shall remain in effect as of the first day of ~~January 2002~~, **January 2005** and shall remain in effect until the last day of ~~December 2004~~, **December 2008** but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months' but not less than two (2) months' immediately preceding the last day of ~~December 2004~~ **December 2008**.

SCHEDULE "A" – RATE OF PAY

Increases: January 1, 2005 - 2.25%
 January 1, 2006 - 2%
 January 1, 2007 - 2%
 January 1, 2008 - 2%

Classification changes:

~~Librarian~~

Librarian I

Librarian II

Casual Librarian

~~Secretary~~

Office Manager

~~Custodian~~

Part time Librarian

Youth Service Librarian

Computer Technician

Library Page**

~~Thirty two (32) hour per week employees will be raised to thirty five (35) hours per week employees to be full time effective January 1, 2004.~~

****NOTE: Library Pages will be paid \$8.00 per hour or at the level of the BC minimum wage, whichever is greater.**

LETTERS OF UNDERSTANDING:

Letter of Understanding #1 re: Volunteer - **delete existing and replace entire text (see page 15)**

Appendix A: Duties of Volunteers at the Castlegar & District Public Library - **delete**

Letter of Understanding #2 re: Full-time Hours - **delete**

Letter of Understanding #3 re: Custodians - **delete existing text and replace entire text (see page 16)**

Letter of Understanding #4 re: Summer Students - **renew as amended**

Letter of Understanding #5 re: Seniority and Anniversary Dates - **delete**

Letter of Understanding #6 re: Establishing a New Position - **delete**

NEW

Letter of Understanding #7 re: Educational Requirements

LETTER OF UNDERSTANDING NO. 1

RE: VOLUNTEERS

Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting the Library to meet its objectives.

Volunteers will be accepted at the workplace on the following conditions:

1. Volunteers shall not be paid by the Employer.
2. The Employer agrees:
 - (a) that no employee shall be replaced either temporarily or permanently with a volunteer worker(s).
 - (b) that no employee shall be laid off as a result of the Employer utilizing the services of volunteer(s)
 - (c) that no position shall be excluded from or lost to the bargaining unit as a result of utilization of volunteer(s)
 - (d) that the use of volunteers will not adversely affect employment conditions or limit employment opportunities of the bargaining unit.
3. Should any conflict as to the use of volunteer workers arise between the Employer and the Union, such problems shall be subject to the grievance and arbitration procedures.
4. Volunteers may perform work outlined in **the Volunteer Manual. Appendix "A"** ~~which is attached hereto and forms part of this Letter of Understanding.~~ **Any changes to the Volunteer Manual including additions of duties need to be mutually agreed by the parties.**

Volunteers do not do the following:

1. reference
2. rapid entries
3. book repairs and book covers
4. overrides
5. memberships
6. overdue related problems
7. interlibrary loan requests
8. fines
9. story time
10. re-filing membership cards

LETTER OF UNDERSTANDING #3

RE: Custodian Changes Implemented January 2005

The Castlegar and District Public Library Association and the Canadian Union of Public Employees, Local 2262, agree that:

The full cost savings from the change in janitorial service delivery implemented by the Library Board on January 1, 2005 be allocated to increasing the hours of existing staff, as determined by the Library Director.

Any changes in this arrangement shall be re-negotiated by the Employer and the Union.

This is agreed to on a without prejudice basis.

Dated this _____ day of _____, 2005.

Signed on behalf of:

Castlegar & District Public Library Association

**Canadian Union of Public Employees,
Local 2262**

LETTER OF UNDERSTANDING NO. 4

RE: ~~SUMMER STUDENTS~~ YOUTH EMPLOYMENT GRANTS

The Parties agree to the following conditions of employment for summer students:

- a) Those hired will become members of C.U.P.E. Local 2262;
- b) The position must not conflict in duties with any union position;
- c) The position must not result in the reduction of hours or lay-off of any current employee nor may it prevent the rehire of any employee currently on lay-off status;
- d) Employees will be employed on a special project not exceeding four (4) months in duration;
- e) Employees, during the aforementioned period, shall not be entitled to accumulative seniority;
- f) Vacation pay and statutory holiday pay will be paid in accordance with the Employment Standards Act;
- g) No permission from the Union will be required to hire ~~summer~~ **employment grant** students. The Union will be informed of the conditions of employment of every ~~summer student~~ **youth** hired, including rate of pay and length of employment. Rate of pay will be contingent upon individual grants, but no less than the Provincial minimum wage.

This Letter of Understanding will remain in effect for the life of this Collective Agreement or until either Party gives thirty (30) days written cancellation notice.

DATED this _____ day of _____, ~~2002~~ **2005**.

**NEW
LETTER OF UNDERSTANDING #7**

RE: EDUCATIONAL REQUIREMENTS

The Library Board supports the principal that maintaining a well-trained and highly qualified work force will ensure a high standard of service to the community. The board is committed to select the best possible staff and provide them with a working environment that supports and encourages individual commitment to continuous learning and professional development. (Excerpted from the Library Policy Manual 701.1)

The Castlegar and District Public Library Association and the Canadian Union of Public Employees, Local 2262, agree that:

1. Employee continuing education programs will be established as per Policy 701.1. The Library Board will reimburse employees for successful completion of courses outlined as minimum requirements in the job descriptions.
2. Current employees may remain in their current positions whether or not the employee meets the educational requirements of their newly established job description.
3. Current employees who wish to compete for a vacant and available position must meet the education requirements of that position.
4. Upon signing this Letter of Understanding current employees choosing to compete for a future position must be immediately working towards the minimal educational requirements of all positions.
5. In the event that a vacancy occurs prior to the most senior employee having achieved the required qualifications, the two-month training period stated in Article 8.11 will be extended if that employee has consistently been working successfully towards the required qualifications since the signing of this contract.
6. This Letter of Understanding to remain in effect for twenty-four (24) months from the date of the signing of the contract in order to allow all employees adequate time to achieve the required qualifications.
7. Exceptions to time periods can be made based on course availability.

Signed on this _____ day of _____, 2005.