

MEMORANDUM OF SETTLEMENT

Between

VANCOUVER PUBLIC LIBRARY
(The "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391
(The "Union")

As agreed on February 14, 2013, the Parties hereby agree to recommend to their respective principals the new and changed provisions outlined herein as a basis for a new Collective Agreement to replace the Agreement expiring on December 31, 2011.

Signed on behalf of:

The Union

The Employer

Date: _____

Date: _____

1. Term of the Agreement

January 1, 2012 to December 31, 2015.

All new and changed provisions take effect on the date of ratification, except as indicated.

2. Compensation

General wage increases:

- January 1, 2012 1.25%
- January 1, 2013 1.75%
- January 1, 2014 1.75%
- January 1, 2015 2.00%

3. Article 1 – Recognition and Scope

Replace the second paragraph of the existing article with the following:

AND WHEREAS the Union is the bargaining authority for the employees of the Employer employed in the central library and branch libraries in the City of Vancouver, except those excluded by the Labour Relations Code. The Employer will provide to the Union twice per year in January and July a list of all excluded positions and the names of the incumbents then in them.

Delete the list of excluded positions currently listed in the Article.

4. Article 5.2 – Definitions

Part-time Employee: means an employee who is employed on a regular part-time schedule of **bi-weekly** hours which is less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

5. Article 8.4.1 Posting and Filling Vacancies

Amend the first paragraph as follows:

When a regular Full-time or Posted Part-time vacancy occurs or a new position is created, the Employer shall:

- i) for a period of ten (10) calendar days, post notice of the position on the Employer's intranet electronic bulletin board and forward it to the internal email

addresses of all employees and the personal email addresses of the Part-Time and Auxiliary employees; and

- ii) forward a copy of the notice to the Union.

Part-time and Auxiliary Employees are responsible for providing the Employer with up to date personal email addresses.

The vacancies must be posted and filled within four (4) months, unless the Employer decides not to fill the vacancy. The Employer will notify the Union of the decision within seven (7) calendar days of making the decision.

The Employer reserves the right to make lateral transfers of employees to positions without posting after consultation with the employee(s).

Information in Postings: Notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

6. Article 8.5.3 - Probationary Period

If an employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based upon the original date of appointment. Where a Part-Time Employee becomes a Regular Employee without a break in service and subsequently successfully completes the probationary period, the employee's Part-Time seniority shall be included in calculating the employee's seniority, vacation entitlement and other perquisites referable to length of service.

7. Article 8.6.4 Promotional Policy

Temporary and Auxiliary Employees who have completed 913 hours of work in one (1) classified group in Schedule D, shall, for the purposes of Clause 8.6.1 only, be deemed to have seniority equal to their total number of hours worked in the classified group.

8. Article 8.7 – Technological Change

8.7.1 Definition

Technological change is a measure, policy, practice or change introduced by the Employer that affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies, and which alters significantly the basis upon which this Agreement was negotiated.

8.7.2 Advance notice

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change. The notice will include a description of the intended change and the anticipated impact on the bargaining unit.

8.7.3 Adjustment Plan

After delivery of the notice the Employer and the Union will meet and in good faith endeavour to develop an adjustment plan that helps to avoid loss of earnings with the Employer.

8.7.4 Arbitration

As per the existing language in 8.7.2

9. Article 8.9 Sexual Harassment

Rename the Article "Harassment"

Amend the article to read:

The Employer and the Union recognize the right of employees to work in an environment free from all forms of unlawful harassment.

10. Article 8.11(b)

Replace the existing language with the following:

Subject to the provisions of subsections (c) and (d) , an employee who commences work on a scheduled shift shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four hours pay at the regular hourly rate.

The four hour guarantee does not apply to school students (i.e. those who attend a recognized educational institution in British Columbia) who work as Events Service Assistants on weekdays (i.e. on days other than Saturday and Sunday and Public Holidays).

11. Article 8.11(d) Daily Guarantee

Delete the last half of the first sentence, so it shall read: "The Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Part-time and Auxiliary Employees when attending staff meetings and/or training sessions."

12. Article 8.12.4 - Personnel Files

Amend the existing language to read:

Discipline letters and letters of expectation will be removed from an employee's personnel file four (4) years from the date the letter is issued upon application by the employee provided no further incident or misconduct has occurred.

*Bargaining Note (not to form a part of the collective agreement):
The parties agree that letters of expectation are not disciplinary.*

13. Article 9.3 Pay for Acting Senior Capacity

Add a new paragraph immediately after the current first paragraph as follows:

"Employees who act in a senior capacity for a minimum of one month will have the hours spent in each senior position tracked and when they accumulate one year of service in a particular senior capacity shall receive the next pay increment for subsequent time spent acting in that senior capacity."

14. Article 10.1.2 (e) Extended Health Care Plan

Increase the counselling/psychological services coverage (social worker/psychologist/clinical counsellor) to a maximum payable of \$900.00 per person in a calendar year.

15. Article 10.10 Resignation and Re-employment

Revise the existing language in 10.10.1 and 10.10.2 to read as follows:

10.10.1 An employee who has voluntarily resigned and is re-employed as an employee within one (1) year from the last termination of service shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, length of service, benefits and seniority are adjusted by the period of absence. An employee who has voluntarily resigned and is re-employed after one (1) year from the last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

Reinstatement onto the Pension Plan will be in accordance with the Pension (Municipal) Act.

10.10.2 When a previous employee of the Employer is rehired as an employee within one (1) year of the last termination of service, recognition of the

employee's previous related experience will be given in deciding the starting salary. Previous service with the new department and previous experience with the Employer in/or related to the particular position for which application is made will also be considered. The Director, Human Resources will decide the appropriate step in the salary range in each case.

16. Article - New

10.10.3 When a Regular or Part-Time Employee of the Employer becomes an auxiliary employee and subsequently accepts a Regular or Part-Time position at a later time, such employee shall be entitled to all seniority rights based on all hours accumulated in the bargaining unit, and shall be granted a salary consistent with all hours accumulated, provided:

- (a) the employee has not spent more than one year as an auxiliary employee before accepting the Regular or Part-Time position; and
- (b) seniority is not transferable outside the employee's classified group in Schedule "D".

17. Article 11.4 – Public Holidays

The list of public holidays set out in Article 11.4.1 is amended by adding "Family Day".

18. Article 12.2.1 – Maternity and Parental Leave - Length of Leave

Birth Mother:

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the **parent** of the child shall be entitled to both maternity and parental leave without pay.

19. Article 12.2.6 – Maternity Supplementary Employment Insurance Benefits

- (1) Birth mothers who are Regular Employees, Temporary Employees who have completed one year of continuous full-time service, or Part-Time Employees, and who are entitled to maternity leave as provided for in Clause 12.2 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.

Temporary Employees who are working full-time and who qualify for the SEIB plan shall receive SEIB plan benefits to the end of their temporary term of employment or the end of the SEIB plan benefit, whichever comes first.

- (2) Subject to the approval of the Employment Insurance Commission, birth fathers **or partners of the mother**, who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

20. Article 14.1.2 – Benefits and Percentage in Lieu of Benefits

14.1.2

- (a) A Part-Time Employee who occupies a position with a regular schedule of core hours equal to or greater than forty (40) **bi-weekly** hours shall receive the following benefits:

21. Article 14.1.2(b) – Benefits and Percentage in Lieu of Benefits

14.1.2 (b)

The second paragraph of the existing language is amended as follows:

Where a Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage. Notwithstanding the foregoing, the employee will have the option to maintain participation in the dental plan, extended health plan, Group Life and Medical Services Plan for up to three months provided the employee pays 100% of the premiums.

22. Article 14.1.3 – Seniority and Layoff

Make the following change to subparagraph (3):

- (3) If the employee is absent from work due to being laid off for a period exceeding **twelve (12)** months.

23. Article 15 - Grievance Procedure Step Four Pilot Project

The parties agree to enter a Letter of Understanding on the following terms:

1. Article 15.1.4 Step Four of the collective agreement shall not apply during the term of this Letter of Understanding, and is replaced with the following:

15.1.4 Step Four

In its discretion, the Employer may meet with the Union within fourteen (14) days of such referral. If the Employer declines to meet, or if the meeting does not result in a settlement of the grievance within fourteen days of the meeting, the Union may refer the matter to Arbitration pursuant to Clause 15.3 for final and conclusive settlement without stoppage of work within a further fourteen (14) days.

2. Grievances that are already at Step Four at the time of ratification will be dealt with under the existing collective agreement language for Step Four.
3. This Letter of Understanding shall expire on December 31, 2015 unless the parties mutually agree to renew it.
4. This Letter of Understanding does not form a part of the collective agreement.

24. Article 15 - Grievance Procedure

Article 15.3 is amended as follows:

- i. Add a new first paragraph that reads:

“A Board of Arbitration shall consist of a single Arbitrator mutually agreed by the parties. However, if either party in good faith concludes that a grievance presents complex issues, it may refer the grievance to a three-person Board of Arbitration.”
- ii. In first sentence of the existing language, after the word “A” and before the word “Board” insert the words “three person”.
- iii. In the existing language, delete the last sentence that reads: “By mutual agreement, the parties may agree to a single Arbitrator in place of a three person Arbitration Board.”

25. Schedule C

Remove the following names from the list in Schedule “C” Librarians Grandparented with a Thirty-Seven and One-Half Hour Work Week:

S. Bridgman, O. Craster, M. Eaglesham, A. Kyler, A. Martin, K. Stewart, M. Tryon

26. Schedule D

Schedule D is amended as follows:

LAYOFF AND RECALL CLASSIFIED GROUPS

In the event of a layoff, Regular Employees shall be laid off in the reverse order of their bargaining unit-wide seniority within a classified group, namely:

Librarians

Non-Librarians

For Student Librarians who are subsequently hired in the Librarian classified group, hours spent as Student Librarians will be counted for the purposes of Clause 8.6.4 only, provided there has not been a break in employment of more than one year.

27. Schedule E

The parties agree to incorporate Schedule E into the body of the collective agreement.

28. Schedule G

The parties agree to delete Schedule G from the collective agreement.

29. Payment of benefit premiums for employees on LTD and sick leave without pay

The parties agree that effective January 1, 2014, employees on LTD or sick leave without pay in excess of one (1) month, who wish to continue benefit coverage, will be required to pay both the employee and employer share of the benefit premiums.

30. Probation & Seniority - New

Create a Probation and Seniority article in the Collective Agreement to replace the following articles: 8.5.1, 14.1.3 (references to seniority), 14.2.3 and 14.3.2.

Probationary Period – New Hires:

New hires shall be on probation for 913 hours worked, or for their first two years of service, whichever comes first.

Assessment Period – Change of Status/Position:

Revise Article 8.6.3 to read:

Employees who are promoted, transferred or change their status/position shall have a reasonable period, not to exceed six (6) months to meet the standards of the new position. An employee who is unable to maintain the standards of the new status/position within this period of time shall revert to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer. Any other employee who is displaced by the returning employee shall be returned to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer.

Seniority:

All new employees acquire seniority upon completion of a probationary period of 913 hours or two years of service, whichever occurs first.

Seniority will be calculated based on accumulated hours. When calculating accumulated hours towards seniority, only straight time hours worked or paid since the last break in service of greater than one (1) year shall be included.

Employees who have acquired seniority and leave service for reasons other than termination for cause shall be reinstated on the Seniority List if they are re-employed within one (1) year from the date of leaving; with the exception that employees who have retired from the Employer's service will not retain previous seniority in the event of rehire and will be considered a new employee.

The Employer will provide the Union with seniority lists for Full time Employees, Part-time employees and Auxiliary/Temporary employees two times each year, in January and June.

Note: The seniority lists as they exist on January 1, 2013 will be used as the starting point for the maintenance of hours based seniority lists thereafter.

Application of Seniority:

Auxiliary and temporary employees do not have seniority rights except for in accordance with 8.6.4.

Seniority will apply to eligible employees as provided for in the Layoff and Recall language in articles 8.8 and 14.1.3.

Seniority is not transferable outside the classified groups in Schedule D.

Auxiliary Employees:

Effective January 1, 2014, and on each January 1st thereafter, auxiliary employees will be deemed to have resigned if they have worked less than 75 hours in the previous calendar year. Auxiliary employees may be granted permission to be temporarily removed from the call list, and these periods will not be considered for the purposes of this Article. The 75 hour requirement will be pro-rated to reflect the period of time removed from the call list.

Note: (not to form a part of the collective agreement) The Employer will in good faith factor into account the lack of available hours in years where there are significant budget cuts when deciding to remove people from the Auxiliary call list.

31. Posted Part-Time Employees

Definition (Article 5):

Posted Part-Time: means an employee who is employed in an Employer-designated position on a regular part-time schedule of at least 40 hours bi-weekly but less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

Schedule: Posted Part-Time Employees: 40+ hours/biweekly:

This schedule applies to employees who hold positions that have been designated by the Employer as forty (40) hours bi-weekly or more and are posted in accordance with Article 8.4; it does not apply to employees who are working forty (40) hours bi-weekly or more in shifts that have not been designated by the Employer as hours combined to form a Posted Part-Time position.

The schedule of hours and location shall be included in the posting; however, hours and location may be revised with reasonable notice. If a Posted Part-Time Employee is no longer able to work one or more shifts in the position, the employee is deemed to have resigned from the position (i.e. resigned from all of the hours in the position).

Criteria for creation of Posted Part-Time positions

The Employer will issue an Administrative Guideline in the form attached describing the process and criteria for designating positions as Posted Part-Time.

Conversion of current employees:

As soon as practicable after ratification, the Employer agrees to meet with the Union and in good faith discuss the creation of Posted Part-Time positions, in accordance with the Administrative Guideline, for incumbents who are currently working forty (40) or more hours bi-weekly, and their possible conversion without posting.

Reduction of hours and Layoff

Posted Part-Time Employees are deemed to be laid off if their hours are reduced below 40 hours in a bi-weekly period.

If a Posted Part-Time Employee is laid off or bumped, that Posted Part-Time Employee may use his or her seniority to bump another Posted Part-Time Employee provided he or she is qualified to perform the job of the bumped employee.

If a laid off Posted Part-Time Employee is unable to bump into another Posted Part-Time Employee position, then the Posted Part-Time Employee will lose Posted Part-Time Employee status, but may bump one or more part-time employees with less seniority in order to make up their lost Posted Part-Time Employee hours, provided they are qualified to perform the job(s) of the person(s) bumped.

Posted Part-Time Employees who lose hours but are not laid off, and Posted Part-Time Employees who are laid off and are unable to replace hours through bumping as set out above, will have their names placed on the Reduced Part-Time Hours Employee List in order of their seniority.

Application of collective agreement provisions

All provisions of the Collective Agreement apply to Posted Part-Time Employees covered by this Schedule except as follows*:

- 8.1 Work Week
Posted Part-Time employees are covered by 8.1.2, 8.1.3 and 8.1.4 only.
- 8.3 Sunday Staffing
- 9.4.2 Overtime
- 9.5 Split Shift
Applies only to the hours that have been designated by the Employer to be included in the position; language does not apply to additional hours that are not part of the position.
- 9.7 Shift Differential
- 10 Employee Benefits - the following is substituted for Articles 10.1 through 10.8
Benefits and Percentage in Lieu of Benefits
A Posted Part-Time Employee shall receive the following benefits:
 - a. A payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay (a Posted Part-Time Employee may, upon request, be granted leave of absence without pay for vacation purposes with scheduling subject to operational requirements);
 - b. Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;

- c. Sick leave and gratuity plan coverage on a prorated basis (including a proration of the maximum sick leave and gratuity accumulation), calculated on the same proportionate basis as the Posted Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Posted Part-Time Employees shall qualify after completion of six (6) calendar months' service based on the Posted Part-Time Employee's schedule of hours;
- d. WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- e. Entitlement, on a prorated basis, to the same Compassionate Leave and Court/Jury Duty Leave and, on a full basis, to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Posted Part-Time Employee shall not be paid the ten percent (10%) in lieu of benefits when on unpaid leave of absence.
- f. Posted Part-Time Employees shall be eligible for an advance of prorated sick leave days on the same basis as Regular Full-Time Employees (ie. on June 30 and December 31).
- g. No other benefits shall be provided to Posted Part-Time Employees unless expressly stated in this Clause.

- 11.1 Annual Vacation
- 11.2 Long Service Leave for Regular Librarians
- 11.3 Supplementary Vacation for Regular Employees other than Librarians
- 11.4 Public Holidays
- 14 Rights and Benefits for other than Regular Employees
- 17 Schedules B & C

** This list is subject to housekeeping review upon completion of the new collective agreement.*

Administration Guideline

Creation of Posted Part-time (PPT) positions (40+ hours bi-weekly):

Given the seven day operation of the Library, the Employer requires flexibility in the scheduling of work with a healthy balance of RFT, PPT and PT hours. The Employer will determine when it is operationally feasible, given the need for this flexibility, to create a PPT position. When exercising its discretion to create a PPT position, the Employer will consider whether a PPT position makes sense from its own operational perspective. Although this is not intended to be a formula, collections of hours will generally not be considered for a PPT position unless all or most of the following criteria are present:

- The collection of hours are related in that the work being performed is the same or similar;
- All of the hours designated to the position are in the same classification;

- The position reports to 1 supervisor;
- The position is based out of 1 location; however, the incumbent may be asked to work hours at more than one location;
- As with RFT and PT positions, the position is expected to be of indefinite duration.

Note that even where these criteria are present, the Employer maintains discretion as to whether the creation of a Posted Part-Time position meets its objectives.

32. Reduction in Part-Time Hours

The following applies to part-time employees who have achieved seniority and who lose one or more of their regular part-time hours:

- a. Human Resources (HR) will maintain a Reduced Part-Time Hours Employee List (Employee List); this list will include, in order of seniority by classification, all employees who have had one or more of their part-time hours reduced.
- b. HR will also maintain Part-Time Hours Vacancy List (Vacancy List); this list will include all vacant regular part-time hours that have been approved to be filled.
- c. HR will attempt to contact the most senior employee on the Employee List to provide them with the Vacancy List of hours available in the classification of the hours that were reduced. Only hours and shifts in the classification of the hours reduced and at a time when the employee is not already regularly scheduled will be offered.
- d. If an employee is not readily available, HR will make every reasonable effort to make contact both at home and at work; if HR is unable to make contact within forty-eight (48) hours (other than on Saturday or Sunday), HR will move to the next most senior person on the Employee List.
- e. Once contacted and provided with the Vacancy List, the employee will have forty-eight (48) hours to respond in writing and indicate their selection of hours; should an employee fail to respond within forty-eight (48) hours or should they decline all available hours, they will be placed at the bottom of the Employee List.
- f. Employees will remain on the Employee List until their reduced hours are restored or for a period not to exceed eighteen (18) months, whichever occurs first. The Employer will notify the Union when an employee on the Employee List accepts hours.

Note: Employees on the Employee List as of the date of ratification will have the 18 month period start on January 1, 2013.

- g. Hours will be deemed to have been restored when the restored hours are within one (1) hour of the reduced hours, plus or minus, with the following exception: if prior to the reduction of hours an employee was eligible for benefits and the restored hours do not result in eligibility for benefits, the employee will remain on the Employee List until there are hours available to restore their eligibility for benefits.
- h. Within two (2) months of accepting hours an employee may vacate the hours and go to the bottom of the Employee List. This does not re-start the eighteen (18) month period described above.

33. Article (New) – Job Classification

Classification Dispute Resolution Process

Any difference concerning the allocation of a position to an existing Schedule “A” class or to a new or amended classification established by the Employer, or the Employer’s refusal to conduct a classification review, shall be dealt with in the following manner (the following procedure shall apply in substitution for the regular grievance procedure contained in Article 15 of the Collective Agreement):

(1) Notification of Results

Within seven (7) days of making a decision on the classification of a position or positions, the Director, Human Resources, or a designate will provide the Union with the following:

- The Employer’s decision
- The rationale for the basis of the decision; and
- All documents used by the Employer related to making its decision.

If requested by the Union, the parties will meet to discuss within thirty (30) calendar days. If the Union disputes the Employer’s decision, and wishes to pursue the matter, the Union may refer the issue to Step 1 below within thirty (30) calendar days of receiving the results or meeting with the Employer, giving written reasons why it disagrees with the Employer’s decision and the remedy sought.

(2) Step 1

The Step 1 meeting will occur within thirty (30) calendar days of the referral to Step 1. The Step 1 attendees will be the Employer’s representatives and the Union’s representatives. The focus of the meeting will be fact-finding on job duties and responsibilities and the application of classification principles in allocating the disputed position to either an existing Schedule “A” classification or a new classification established by the Employer. The Employer will respond to the Union in writing within

twenty one (21) calendar days of the Step 1 meeting. If the dispute is not resolved, the Union may refer the dispute in writing to Step 2 within twenty one (21) calendar days of receiving the response.

(3) Step 2

A job classification panel will be established which will consist of one representative appointed by the Employer and one appointed by the Union. The panel will review the evidence and findings from Step 1 and attempt to agree on the appropriate allocation to either an existing Schedule "A" classification or a new classification.

The panel will have sixty (60) calendar days from receipt of the appeal to review, meet and report back to the Employer and the Union.

If the panel is in agreement, no further appeals will be available to the Employer, Union or the incumbent.

If the dispute remains unresolved after the conclusion of Step 2, the Union may advance the dispute to arbitration by advising the Director, Human Resources in writing within twenty-one (21) calendar days of the date of the final Step 2 response.

(4) Arbitration

- (a) The parties shall agree on the Arbitrator within twenty-one (21) calendar days of the referral and must request dates from the Arbitrator at that time.
- (b) Where the parties are unable to agree on the Arbitrator within twenty-one (21) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau, within the following ninety (90) calendar days to make the appointment of an Arbitrator. If there is no agreement to an Arbitrator and no referral to the Director, Collective Agreement Arbitration Bureau, in accordance with this clause, the grievance shall be considered to be abandoned.
- (c) In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator and the expenses of their representative(s).

34. Job Descriptions/ Classification Specifications

The parties agree to enter a Letter of Understanding on the following terms:

- 1. The Employer will provide the Union with copies of every request for classification review.

2. Prior to finalizing new job descriptions or class specifications, or finalizing revisions to existing job descriptions or classifications specifications, the Employer will provide the Union with the proposed new or revised job descriptions or class specifications. The Union shall have five (5) working days to provide its input to the Employer in writing, which shall be reviewed by the Employer prior to finalizing the new or revised job descriptions or class specifications.
3. If the Union has any concerns about the accuracy of the finalized job descriptions or class specifications, it may advise the Employer and the Employer will meet with the Union to discuss these concerns. The parties shall meet promptly but not later than thirty (30) days after the Union has advised the Employer. This will not delay the implementation of the finalized job descriptions or class specifications.
4. Either party may request a classification review in accordance with the classification review guidelines.
5. This Letter of Understanding shall expire at the conclusion of the current collective agreement unless the parties mutually agree to renew it.

35. Maintenance Trades EDO Pilot Project

The parties agree to enter a Letter of Understanding on the following terms:

1. The Employer will defer cancellation of the compressed work week for maintenance trades employees until June 30, 2013.
2. Effective July 1, 2013 the Employer will provide an EDO Pilot Project for the impacted trades employees, which provides them with a twelve (12) day per year EDO program, pro-rated for 2013. This will involve adjusting these employees' work times to provide for twelve (12) EDO's per calendar year.
3. This Pilot Project shall expire on December 31, 2015 unless the parties mutually agree to renew it.
4. The Letter of Understanding does not form a part of the collective agreement.