

MARKHAM PUBLIC LIBRARY

Collective Agreement

Pages

Effective July 1, 2022

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THIS AGREEMENT entered into this 10th day of October, 2025 .

BETWEEN:

THE MARKHAM PUBLIC LIBRARY BOARD,
hereinafter referred to as the "Employer"

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 905.25, Markham Library Unit, Pages,
hereinafter referred to as the "Union."

OF THE SECOND PART

ARTICLE 1.00 PREAMBLE

1.01 Preamble

It is the purpose of both parties to this Agreement:

- (a) to maintain relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the value of joint discussions and negotiations;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, wellbeing and security of all employees in the bargaining unit of the Union;
- (e) to recognize the Employer's basic right to manage its own affairs.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2.00 MANAGEMENT RIGHTS

2.01 Respect to Management Rights

The Union recognizes and acknowledges that the management of operations and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, transfer, set work schedules, assign employees to work in branches where needed, to determine the number of hours of work required of any employee, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired

- seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees.

2.02 Exercise of Management Rights

The Employer agrees that these functions shall only be exercised in a manner consistent with the provisions of the Agreement.

ARTICLE 3.00 RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Union as the sole bargaining agent for all Pages employed by the Markham Public Library Board in the City of Markham.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

3.03 Relationship

It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Library except as provided herein, without the permission of the Chief Executive Officer or **their delegate.**

(2022)

ARTICLE 4.00 NO DISCRIMINATION

4.01 Neither Employer nor Union Shall Discriminate

The Employer and the Union agree there shall be no intimidation, discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age; ancestry, colour, or race; citizenship; ethnic origin; place of origin; creed; disability; family status; marital status, including single status; gender identity or gender expression; record of offences; sex, including pregnancy and breastfeeding; sexual orientation; nor by reason of their activity or non-activity in the Union **or any protected ground under the Ontario Human Rights Code.**

(2022)

ARTICLE 5.00 CHECK-OFF OF UNION DUES

5.01 Check-off Payments

The Employer shall deduct from every employee any dues levied by the Union on its members.

Deductions shall be made from the first payroll of each month and shall be forwarded to the Union not later than the 20th day of that month, accompanied by a list of the names of employees from whose wages the deductions have been made and the amounts so deducted and a total of all regular wages paid to bargaining unit employees exclusive of fringe benefits.

5.02 Employer Indemnity

In consideration of the deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the collection or forwarding of these dues.

5.03 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Employer shall indicate on them the amount of union dues paid by each union member in the previous year.

ARTICLE 6.00 NEW EMPLOYEES

6.01 Acquainting New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the article dealing with union security and dues check-off.

The employer will provide the new employee with a copy of the Collective Agreement. (2022)

6.02 Orientation

A representative of the Union shall be given an opportunity to meet with each new employee within regular working hours without loss of pay, for a maximum of **sixty (60)** minutes during the first thirty (30) days of employment for the purpose of acquainting the new employee with benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union. **(2022)**

ARTICLE 7.00 CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer **or their designate** and the Markham Library Unit Chair of CUPE Local 905 or a representative as designated by the Union. **(2022)**

ARTICLE 8.00 LABOUR RELATIONS

8.01 Representation

The Union will supply the Employer with the names of its officers and stewards within one week of any election or changes. Likewise the Employer shall supply the Union with a list of its Managerial personnel.

8.02 Union Bargaining Committee

A Union bargaining committee shall be elected or appointed and consist of not more than three (3) members of the Union in total, nor more than one (1) member of the Union from each Branch or department. The CUPE 905 Markham Library Unit Chair will be one of the three (3) members of the Union bargaining committee.

The Union will advise the Employer of the Union members of the committee at least four (4) weeks prior to the start of negotiations.

8.03 Representative of Canadian Union of Public Employees and the Employer

The Union and the Employer shall each have the right at any time to have the assistance of outside counsel when dealing or negotiating with each other. (2022)

8.04 Copies of Resolutions and Reports

Copies of all public minutes adopted by the Library Board at monthly meetings are to be posted on the Markham Public Library website. The Union shall be provided a copy upon request. (2022)

8.05 Time Off for Meeting

Any representative of the bargaining committee, as defined in Article 8.02, shall have the right to attend bargaining meetings requested or agreed to by the Employer held within working hours without loss of pay.

8.06 Information re. Bargaining Unit Members

In January and July of each year, the Employer shall provide to the Union a list of bargaining unit members who were appointed, transferred, hired, terminated, laid off, recalled or retired. The employer shall provide the Union with the addresses, contact numbers and personal emails for each bargaining unit employee. (2022)

ARTICLE 9.00 GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards

The Employer acknowledges the right of the Union to appoint or otherwise select one steward in each branch (total of eight), each of whom shall have attained seniority. The names of the stewards shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been so notified.

The Employer undertakes to instruct all members of its **managerial** staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement. (2022)

The Union undertakes to **instruct all officers, stewards and members to cooperate** with the Employer **in carrying out the terms and requirements of this Agreement.** (2022)

9.02 Permission to Leave Work

It is understood that stewards have their regular work to perform and that if it is necessary for them to service a grievance during working hours, they will not leave their work without first obtaining the permission of their Manager or designate. In obtaining such permission, the steward shall state their destination to the Manager or designate, the approximate time required, and report again to them at the time of their return to work if permission has been obtained.

In accordance with this understanding, stewards dealing with employees' grievances during their regular hours of work shall not suffer any loss of pay. (2022)

9.03 Settling of Grievances

The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints as quickly as possible.

It is understood that an employee does not have a complaint unless it is officially brought to the attention of the immediate **Manager** within five (5) working days of the event or time at which the employee became or ought to have become aware of the event which led to the complaint. The immediate **Manager** shall reply to the complaint within five (5) working days. (2022)

STEP NO. 1

Failing settlement of the complaint, the aggrieved employee shall present their grievance within seven (7) working days after the receipt of the reply at the complaint stage to their Manager. The grievance shall be in writing and shall include what article(s) of the Collective Agreement is being grieved; why it is being grieved; and shall specify the relief sought. They shall have the assistance of their steward if they so desire. The Manager shall give their decision within seven (7) working days following the presentation of the grievance to them. Failing settlement at this stage, the grievance may proceed to Step 2.

STEP NO. 2

Within ten (10) working days after the decision is given under Step No. 1, the aggrieved employee, accompanied by their steward, shall meet within a further five (5) working days with the Chief Executive Officer or their designate to consider the grievance. The Chief Executive Officer or their designate shall give their decision within ten (10) working days.

STEP NO. 3

If final settlement of the grievance is not reached at Step 2 and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, then the grievance must be referred in writing by either party to an Arbitrator as provided in Article 10.00 following, at any time within ten (10) working days after the decision is given under Step 2, and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

9.04 Policy and Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance shall be submitted at Step No. 2. It is agreed that the provisions of this clause shall not be used to file a policy grievance which an employee their self could have filed individually or where multiple employees could have filed such grievance as a group grievance.

9.05 Replies in Writing

Replies to grievances shall be in writing at all stages.

9.06 Amending of Time Limits

In determining the time within which any step is to be taken under the grievance and arbitration procedures, Saturdays, Sundays and Statutory Holidays shall be excluded. Any and all time limits in both the grievance and arbitration procedures may, at any time, be only extended by agreement in writing between the parties of this Agreement.

9.07 Management Grievances

Any grievance instituted by Management may be referred in writing to the Union Executive within five (5) full working days of the occurrence of the circumstances giving rise to the grievance, and the Union Executive shall meet within five (5) working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within ten (10) working days of such meeting, the grievance may be referred, by either party, to an Arbitrator as provided in Article 10.00 at any time within ten (10) working days, but not later.

ARTICLE 10.00 ARBITRATION

10.01 Selecting an Arbitrator

After the grievance procedure has been exhausted, if either party requests that a grievance be submitted to arbitration, the request shall be made **by email, addressed to** the other party of the agreement.

In such cases, the party serving notice of its intent to proceed to arbitration shall suggest three persons to serve as Arbitrator. The other party shall respond within five (5) working days either agreeing to one of the suggested Arbitrators or suggesting alternative Arbitrators. (2022)

10.02 Failure to Select

The parties shall have thirty (30) calendar days in which to agree upon an Arbitrator, failing which the Minister of Labour of the Province of Ontario will be asked to appoint an Arbitrator. **The parties may extend this provision by written mutual agreement.**
(2022)

10.03 Decision of the Arbitrator

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision of the Arbitrator shall be final, binding and enforceable on all parties. The Arbitrator shall not have the power to change the wording of this Agreement, or alter, modify, amend or delete any of its provisions.

10.04 Expenses of the Arbitrator

Each of the parties to this Agreement will jointly bear the expenses, if any, of the Arbitrator.
(2022)

ARTICLE 11.00 DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Discharge and Discipline Procedure

An employee who has successfully completed the probation period may be dismissed or suspended but only for just cause, and only upon the authority of the Chief Executive Officer. When such an employee is discharged, suspended, or disciplined, the employee and Union shall be advised in writing by the Chief Executive Officer or designate of the reason for such discharge, suspension or discipline. When such an employee is discharged, suspended or disciplined, the employee shall be advised of their right to be represented by their Union Steward if the employee so chooses. (2022)

11.02 May Omit Grievance Steps

A claim by an employee who has completed their probationary period that they have been wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9.00 Grievance Procedure. Such grievance shall be filed at Step No. 2 within five (5) working days of receipt of notice referred to above.

11.03 Access to Personnel File

An employee shall have the right on four (4) days' notice to have access to review their personnel file in the presence of the Chief Executive Officer or designate and shall have the right to respond in writing to any document contained therein within five (5) days. Such reply shall become part of the permanent record. Access shall be limited to twice yearly.
(2022)

11.04 Removal of Disciplinary Documentation

The employer will remove from the employee's record any disciplinary documentation after twenty-four (24) calendar months following the date of the documented discipline. Provided there has been no further cause for such record the employer will not refer to or rely on the disciplinary documentation after twenty-four (24) months. (2022)

ARTICLE 12.00 SENIORITY

12.01 Seniority Defined

For employees who have passed their probationary period, seniority is defined as the length of service with the Employer while in this bargaining unit, and shall include service with the Employer prior to the certification of the Union in what has become a bargaining unit position.

Should a member of the full time or part-time bargaining unit become a member of the Pages bargaining unit, their seniority shall be brought into the Pages bargaining unit as it was calculated in the full time or part-time bargaining unit.

12.02 Seniority List

The Employer shall maintain a seniority list showing the most recent date of hire in the bargaining unit. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An updated seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

12.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for the first six (6) months of employment. During the probationary period, the employee shall not be entitled to any **seniority** rights. After completion of the probationary period, seniority shall be effective from the **original date of employment**. It is agreed that no grievances will be filed by or on behalf of a probationary employee **unless the Employer has acted in a manner that is discriminatory, arbitrary or in bad faith.** (2022)

12.04 Loss of Seniority

Seniority shall terminate and an employee shall cease to be employed by the Employer when they:

- (a) voluntarily quit their employment with the Employer;
- (b) are discharged and are not reinstated through the grievance procedure or arbitration;
- (c) are off the payroll for a continuous period of twelve (12) months;
- (d) fail to report for work **following a layoff** within ten (10) calendar days after being notified by the Employer **by courier or registered mail, either of which must include signature of receipt;**
- (e) fail to return to work upon termination of authorized leave of absence, unless notification in writing has been communicated to and approved by the Employer. Such notice of extension shall only be for a satisfactory reason;
- (f) Accept gainful employment while on a leave of absence without first **notifying** the Employer in writing;

- (g) are absent from work without a reason satisfactory to the Employer for three (3) or more shifts;
- (h) use an approved Leave from work for a purpose other than that for which the Leave was granted. (2022)

12.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside of the bargaining unit without their consent. If an employee **accepts a temporary non-union** position, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. If they return to a position within the bargaining unit, they shall continue to accumulate seniority from the date they assume such position which shall be added to their previous seniority. **If an employee accepts a temporary position in the Full-Time or Part-Time bargaining unit, they shall retain and accrue seniority earned within the other bargaining unit.** (2022)

ARTICLE 13.00 TRANSFERS AND POSTINGS

13.01 Voluntary Transfer Process

An employee who wishes to indicate interest in transferring voluntarily to another location in the future, shall submit a Voluntary Transfer Request Form in writing to Library Administration. The employee may list up to two (2) locations, in order of preference, on the form. The form will remain on file until the employee withdraws the request or is transferred to one of their preferred locations on the form. Prior to posting permanent or temporary vacancies or new positions, the Employer will offer such openings, in seniority order, to employees who have an existing Voluntary Transfer Request Form on file. Nothing in this section shall be construed as a restriction on the employer's ability to effect employee transfers in accordance with other provisions of the Collective Agreement.

13.02 Job Postings

When a new position is created, or when a permanent vacancy occurs, and once the voluntary transfer process in article 13.01 has been exhausted and a position remains to be filled, the Employer shall post notice of the position on bulletin boards in all branches for a minimum of one (1) week. Interested employees shall submit their application in writing within the posting period. A temporary vacancy which is required to be filled and which is expected to last more than four (4) months shall be posted and filled in the same manner as a permanent vacancy. It is understood that the successful applicant for a temporary position shall return to their original position and hours at the conclusion of the temporary assignment.

13.03 Information in Postings

Such notice shall specify the current location and hours of the vacancy as well as whether the vacancy is for a permanent or temporary position.

13.04 Filling Positions

The applicant with highest seniority will be awarded the position. If the posting process does not produce a suitable applicant, the Employer may fill the position by transfer or assignment of an employee or by external hire. (2022)

13.05 Frequent Job Bids

It is agreed and understood that a successful applicant may not bid for another job for at least six (6) months from the time of her appointment to the first job.

13.06 Transfer Defined

Transfer shall mean a move to another location at Management's initiative for a period in excess of four (4) months. The movement of an employee to a different location for a period of less than four (4) months shall be considered a temporary assignment. In any such circumstances where a transfer is required, the Union will be advised **in writing** and the employee will be entitled to request a meeting with the Employer accompanied by their union steward. (2022)

Rotational location staffing transfers shall be mutually agreed to between the Union, the Employer and the Employee(s) as outlined in the Letter of Understanding. (2022)

13.07 Notification to Employee and Union

The name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, temporary assignments, transfers, recalls and terminations of employment within the bargaining unit.

13.08 Trial Period

For purposes of this Agreement, an employee who is awarded a posted job in the Part Time **or Full Time** bargaining unit shall be considered to be on the trial period for six (6) months in the job awarded.

In the event that the employee is found to be unsuitable (i.e. non-disciplinary) in the posted position, or if the employee elects to return as a Page within the timeframe of the trial period, they shall be given a job in this bargaining unit in their former location **with no loss of seniority.** (2022)

ARTICLE 14.00 LAYOFFS AND RECALL

14.01 Layoff Procedure

Both parties recognize job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid-off in reverse order of seniority within the bargaining unit.

14.02 Recall Procedure

Employees shall be recalled in order of their seniority provided the employee has the ability to perform the work.

In all cases of permanent vacancies or new positions being created, where the position is posted in accordance with Article 13.00, all employees on layoff shall have the right to bid for the position and, if there are no successful internal applicants, the position shall be offered to laid-off employees, in order of their seniority, provided they have the ability to perform the work.

No new employees shall be hired until those laid off have been given an opportunity of recall. An employee will be deemed recalled on the second business day following the posting of a registered letter to that effect to the employee's last address on file with the Employer. The employee is responsible for ensuring that the Employer has their current address and personal email address.

14.03 **Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off two (2) weeks prior to the effective date of layoff. If the employee has not had the opportunity to work their scheduled shifts during the two (2) week notice period, they shall be paid for the days for which work was not made available. (2022)

14.04 **Grievances on Layoffs and Recall**

Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the grievance procedure.

14.05 **Temporary Work for Laid Off Employees**

For a temporary vacancy which is required to be filled and which is expected to last at least four (4) months, the Employer will:

- (i) Email all seniority employees on layoff indicating the expected duration of the temporary work, the location and current scheduled weekly hours of the assignment;
- (ii) Interested employees will have 48 weekday hours from the time which the email is sent to respond to the offer of temporary work;
- (iii) If more than one (1) employee on layoff indicates acceptance of the temporary work offered pursuant to (i) above, the most senior employee shall be awarded the temporary position.

It is understood that any offer of temporary work to a laid off employee does not constitute a recall from layoff for purposes of either of Articles 12.04(c) or 12.04(d).

The Library may, in its discretion, apply the above procedure as written to temporary work opportunities which are expected to last less than four (4) months in duration.

ARTICLE 15.00 HOURS OF WORK

The following is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

The Union and the Board recognize that the nature and character of the service being rendered to the public prevent the usual standardization of hours of work.

15.01 Work Day

The normal work day for all employees shall consist of not more than seven (7) hours per day and not less than three (3) hours per day over an elapsed time of not more than eight (8) hours. Shifts of greater than five (5) hours will include a meal break of one half hour and **shifts of seven (7) hours or more will include a meal break of one hour.** Any meal break shall be unpaid and **will be scheduled based on operational needs.** The normal work day shall not commence before 8:00 a.m. nor finish later than 9:30 p.m. except by mutual agreement of the parties. (2022)

15.02 Work Week

The work week shall extend from Monday to Sunday. No employee shall be required to work more than three (3) evenings a week. Employees may, subject to the approval of the Branch Manager, mutually exchange shifts in current or contiguous pay periods. It is agreed that such exchange shall not result in any premium pay.

No employee shall be required to work more than two (2) weekends in four (4) weeks, without their approval. A weekend is defined as Saturday and/or Sunday.

Notwithstanding the above, and at the written request of the employee, an employee may be scheduled more than three (3) evenings a week and two (2) weekends in four (4) weeks. (2022)

The Employer shall not schedule an employee for a split shift.

15.03 Additional Shifts

The Employer will continue the following practice with respect to the filling of available shifts which are required to be filled on short notice and available shifts required to be filled due to the absence of an employee on vacation.

The employer shall notify employees in the branch of an available shift(s) by email to the personal email address on file for the employees. The Employer shall also post notification of said shift(s) in the branch. An employee interested in a particular shift(s) shall notify the Employer by either replying to the email or notifying their Manager or designate of their interest. The Employer shall award such shift(s) on a first come, first serve basis.

In the event that unfilled shifts remain, the Employer shall notify employees in all branches of the existence of the available shift(s) by email to the personal email addresses on file for the employees. The Employer shall award such shift(s) on a first come, first serve basis.

15.04 Posting of Schedules

The schedule for hours of work shall normally be posted on the appropriate Union bulletin boards a minimum of two (2) weeks in advance of the scheduled work period. In an emergency/urgent situation or to cover for low staffing periods, employees may be required to work at alternate locations and the need for two (2) week posting of schedules is waived. In such situations, employees who report to their regular branch but are assigned to work at another branch that day will be paid mileage or taxi fare, from and to their normal workplace to the temporary workplace. In selecting employees to work at alternate locations, every effort shall be made to allow such transfer to be on a voluntary basis, however, should there be no volunteer agreement, an employee will be designated to relocate.

15.05 Duty to Report

Employees who are unable to report to work on schedule shall notify their management supervisor or designate no later than three (3) hours before the commencement of the scheduled shift, except for the 9:00 a.m. shift for which notification of one (1) hour prior to start will be required. Employees are required to state reasons for inability to report to work for each day of absenteeism.

15.06 Paid Rest Period

Employees working shifts of four (4) hours or more in length shall be permitted one (1) rest period of fifteen (15) minutes in an area made available by the Employer **and will be utilized based on operational needs**. No rest period shall be permitted during shifts of less than four (4) hours. For shifts of seven (7) hours or more, the employee will receive a second fifteen (15) minute paid rest period in the second half of the shift.

(2022)

ARTICLE 16.00 OVERTIME

16.01 Overtime Defined

All overtime must be authorized in advance by the employee's Branch Manager or designate.

Overtime as set out herein shall only be recognized when the employee is required to work more than fifteen (15) minutes beyond their scheduled shift.

Authorized work performed in excess of sixty (60) hours in a bi-weekly pay period shall be paid at a rate of one and one-half (1-1/2) times the employee's regular rate. No employee shall work overtime without the approval of the Branch Manager.

16.02 Call Back

An employee who has left the premises after completion of their shift and who is called back to work that day, shall be paid at the rate of time and one-half (1-1/2) their regular straight time rate for all hours worked on the call-in with a minimum of three (3) hours at their regular straight time rate.

ARTICLE 17.00 PAID HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

The above shall be subject to the terms of *The Employment Standards Act*.

A floating holiday shall be granted, to be taken at a time mutually agreed upon by the employee and their supervisor.

The following qualifications apply to the floating holiday:

- a) The floating holidays must be taken during the calendar year.
- b) Failure to take the floating holiday during the calendar year forfeits all entitlement to it.
- c) The floating holiday will be scheduled on a first request basis.
- d) The floating holidays shall not be classed as a Paid Holiday for premium rates of pay. (2022)

Note: For the term of this CA (July 1, 2022 – June 30, 2027) eligibility for the floating holiday is contingent upon the completion of the probationary period as per 12.03.

17.02 Holidays Falling on Scheduled Day-off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off without pay at a time mutually agreed upon by the employee and their management supervisor within three (3) months of the holiday. (2022)

ARTICLE 18.00 VACATIONS

18.01 Length of Vacation

- (a) Prior to the completion of one year of unbroken service vacation will be granted in accordance with the Employment Standards Act.
- (b) An employee shall receive two (2) weeks' vacation with pay after one year of unbroken service with pay calculated at 4% based on her annual earnings.
- (c) An employee shall receive three (3) weeks' vacation with pay after three years of unbroken service with pay calculated at 6% based on her annual earnings.

(d) An employee shall receive four (4) weeks' vacation with pay after **seven** years of unbroken service with pay calculated at 8% based on her annual earnings. (2022)

18.02 Preference in Vacation

All vacation requests **should** be submitted in writing to the respective Manager no later than one month in advance of the proposed vacation date.

The approval of all vacation requests is subject to operational requirements. (2022)

18.03 Vacation Carry Over

An Employee may be permitted to carry over up to no more than two weeks of their vacation time, with the approval of their Manager. For clarity, Employees will carry over the equivalent of two weeks of their regularly scheduled hours. Requests for vacation carry over must be made in writing to their manager no later than November 1st of any calendar year. The held-over vacation must be used before June 30th of the following year. (2022)

ARTICLE 19.00 SICK LEAVE

19.01 Sick Leave Credit

Pages will accrue a two (2) hour sick leave credit for each 60 hours worked. **Employees may carry forward unused sick leave credits, however no Page shall receive any payment because of unused sick leave credits.**

Sick leave credits shall be reduced by one (1) hour for each one (1) hour or part thereof that an employee is absent from work due to illness, injury or dental work beyond a check-up.

After the **fifth (5th)** absence period in any one year, the employee will not be paid for any subsequent absences, unless a **medical note by a person licensed to practice medicine in Ontario by the College of Physicians and Surgeons of Ontario (CPSO) or a Nurse Practitioner recognized by the College of Nurses of Ontario (CNO) or dental surgeon (D.D.S.) recognized by the Royal College of Dental Surgeons of Ontario (RCDSCO)** is provided **except in cases where the Employee has established with the Employer that they have a documented chronic medical condition.** This procedure will continue for the remainder of the year.

Notwithstanding the above, an employee may be required to produce a medical note by a person licensed to practice medicine in Ontario by the College of Physicians and Surgeons of Ontario (CPSO) or a Nurse Practitioner recognized by the College of Nurses of Ontario (CNO) or dental surgeon (D.D.S.) recognized by the Royal College of Dental Surgeons of Ontario (RCDSCO) for any illness that extends more than five (5) consecutive scheduled shifts or where there is a demonstrated pattern of absences over a sustained period of time.

The medical note shall indicate the restrictions and limitations affecting the employee's ability to work, the aspects of the job which the employee is prevented from performing and the estimated date of return to work on full or modified duties. (2022)

ARTICLE 20.00 LEAVES OF ABSENCE

20.01 Leave of Absence for Union Functions and Local 905 Office or CUPE National or CUPE Ontario

(a) Leave of Absence of Union Functions

The Employer agrees to grant leave of absence without loss of pay or benefits, and without loss of seniority for Union business to not more than two (2) employees, at any one time, selected by the Union to attend union business. Wages and benefits associated with the Union leave shall be reimbursed by the Union.

It is understood that the cumulative total of leaves of absences granted under this section shall not exceed ten (10) working days in any calendar year per individual with a cumulative total of twenty-five (25) working days, per calendar year, and that request for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave.

The Employer agrees to confirm or deny the request for such leave of absence within seven (7) calendar days of receipt of the request.

The Union bargaining committee shall be granted up to two (2) days leave of absence with pay to prepare for negotiations. (2022)

(b) Leave for CUPE Local 905 Office or CUPE National or CUPE Ontario

Where an employee is elected or appointed to a position within CUPE Local 905 or CUPE National or CUPE Ontario the Employer will consider a request for extended leave of absence for such employee for a period not to exceed one calendar year. Such request will be granted in the event that not less than four (4) weeks written notice of request is presented to the Chief Executive Officer, however the effective date will be subject to operational needs. The Employer shall pay the employee's wages however, it is agreed and understood by the parties that the Employer shall invoice the Union and the Union shall forthwith provide full reimbursement to the Employer. The employee will be responsible for tracking and reporting to the Employer the use of any leaves and/or vacation time.

Conditional upon 30 days' written notice, the employee shall be returned to their former position to which they were employed before taking office.

It is understood the employer may fill the position with a temporary employee for the length of the leave. The temporary vacancy and the resulting temporary employee are not subject to the terms of the Collective Agreement

with the exception that after a total of six (6) months of service, an appointee to a "temporary position" as above shall be subject to check off of Union dues. (2022)

20.02 Bereavement Leave

An employee may be granted leave for five (5) working days without loss of pay in the case of death of a parent, spouse, common-law spouse, child, or sibling, sibling-in-law, parent in law, grandparent, grandchild, people standing in loco parentis and any relative who has been residing in the same household. Where the burial occurs outside the Province, leave with pay for travelling time may be granted. (2022)

20.03 Paid Jury Leave or Crown Witness Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or Crown witness in court. The Employer shall pay such employee the difference between their normal earnings and the payment they receive for jury service or Crown witness, excluding payment for travelling, meals and other expenses. The employee will present proof of service and the amount of pay received.

20.04 Domestic or Sexual Violence Leave

Employees are entitled to Domestic and Sexual Violence leave in accordance with the Employment Standards Act, 2000. All provisions of the Act pertaining to this leave shall apply. (2022)

20.05 Pregnancy and Parental Leave

An employee shall qualify for pregnancy and/or parental leave on completion of thirteen (13) weeks in the employ of the Library Board.

(a) Pregnancy Leave

A pregnant employee shall be entitled to a leave of absence, without pay which will end seventeen (17) weeks after it began provided they are entitled to parental leave, or on the day that is the later of seventeen (17) weeks after the pregnancy leave began and twelve (12) weeks after the birth, still-birth or miscarriage if they are not entitled to parental leave.

The employee must provide the Employer with at least two (2) weeks written notice, under normal circumstances, of the date the leave is to begin. (2022)

(b) Parental Leave

An employee, who is the parent of a child, shall be entitled to a leave of absence, without pay, following the birth of a child or the coming of the child into the custody, care and control of a parent for the first time. An employee's parental leave will continue for up to sixty-one (61) weeks after it began if the employee also took pregnancy leave and sixty-three (63) weeks after it began otherwise.

The Parental Leave of an employee, who takes a Pregnancy leave, shall begin immediately following the completion of the Pregnancy leave.

For all other employees, parental leave may begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody of the parent. (2022)

(c) **Seniority during Pregnancy/Parental Leave**

While on pregnancy and/or parental leave, an employee shall continue to accumulate seniority under this Collective Agreement. (2022)

(d) **OMERS Buyback Option**

Employees will be provided an opportunity, if any, to purchase Service related to any approved leaves (e.g. pregnancy/parental leave) in accordance with OMERS plan documents. (2022)

20.06 General Leave

The Employer may grant a leave of absence without pay and without loss of seniority for good and sufficient personal reasons subject to operational requirements. All requests for such leaves of absence shall be in writing as far in advance as practicable and directed to the Chief Executive Officer or designate. The Employer agrees to confirm or deny the request for such leaves as soon as possible. (2022)

General leave shall not be granted for the purpose of extending vacations. Under normal circumstances, General Leave will not be granted until vacation leave credits are exhausted. However, employees requesting General Leave will have the option of using vacation leave credits instead of unpaid General Leave. (2022)

20.07 Education Leave

An Employee who has completed four (4) years of continuous service with the Library may apply for an unpaid leave of absence for up to two (2) years for the purpose of taking courses that are relevant to the Library sector. Such leave must be requested in writing as far in advance as possible, and a minimum of two (2) months in advance.

The Employer shall be entitled to backfill the ensuing vacancy with a temporary employee for the entire length of the leave.

While on an education leave, an employee shall continue to accumulate service, but seniority shall be frozen at the beginning of the leave and shall resume once the employee has returned to active duty. (2022)

ARTICLE 21.00 PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Day

The Employer shall pay wages bi-weekly every second Thursday in accordance with Schedule A of this Agreement.

21.02 Rate of Pay on Promotion or Reclassification

An employee promoted, assigned or reclassified to a higher paying position in another bargaining unit in the CUPE 905 Markham Library Unit shall be placed at the start rate in the collective agreement which applies to the new position.

21.03 Pay on Temporary Transfer or Permanent Reclassification

An employee promoted or reclassified to a permanent position in another Markham Library bargaining unit will be governed by the terms of the collective agreement for that bargaining unit.

An employee who is filling a temporary assignment in another Markham Library bargaining unit will be compensated according to the wage grid under the collective agreement for that bargaining unit.

21.04 Mileage Allowance

The mileage rate paid to an employee using **their** own automobile for the Employer's business shall be at the current rate of cents per kilometer paid by the City of Markham.
(2022)

ARTICLE 22.00 GENERAL

22.01 Bulletin Boards

The Employer will permit use of the Union bulletin board in each library branch and the Technical Services area, for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by the Library Unit Chair, Local 905, or other Library Unit Officer. The Union will send a copy of all posted material to the CEO. Notices of a political or personal nature shall not be posted.

ARTICLE 23.00 TERM OF AGREEMENT

23.01 Duration

This Agreement shall be binding and remain in effect from **July 1, 2022** to June 30, **2027** and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to June 30, **2027** that it desires its termination and amendment.
(2022)

ARTICLE 24.00 TECHNOLOGICAL CHANGE

24.01 Thirty (30) days prior to any technological change being implemented, wherein it

has been determined by management that such change will result in the displacement of personnel, the Library shall confer with the Union with a view to minimizing the personnel effects of such change. Said consultation shall contain all pertinent information and shall include, where possible, required retraining information, if any, for the personnel involved. In the event of the reduction of staff, the layoff of staff will be in accordance with Article 14.00 "Layoffs and Recalls". (2022)

ARTICLE 25.00 TEMPORARY EMPLOYEES

25.01 Temporary Employees

It is agreed that from time to time, the Employer may find it necessary to hire temporary employees in order to cover peak work periods or extended absences or special projects and to provide relief when permanent employees are on vacation. **Such persons will be hired at not less than the minimum rate for the appropriate classification of the duties being performed. Temporary positions will be posted whose known duration at the time of posting is greater than 60 days.** When such persons are hired, the Employer will advise the Union in writing of the reason for such appointment, date of appointment and the duration. This agreement may be terminated upon two (2) weeks' notice, in writing, by either the temporary employee or the Employer. (2022)

The designation of a "temporary position" may be made for an initial period of a maximum of twelve (12) consecutive months. This period may be extended by a further six (6) months with mutual consent of the parties to this Agreement. The Union agrees to respond to any such Management request within five (5) working days.

It is agreed that hours worked as a temporary employee shall count towards completion of any probation period for newly hired employees in this Bargaining Unit.

An appointee to a "temporary position" shall be subject to the following terms:

- (a) Check-off of Union Dues
- (b) Overtime pay, in accordance with the Employment Standards Act.

Notwithstanding the second paragraph above, it is agreed that temporary employees hired to back-fill for permanent employees who are on any leave as provided for in this Collective Agreement may be hired for the entire period of the permanent employee's leave and shall not be subject to the break in service requirement specified below. With respect to leaves based on sick, or WSIB it is agreed that temporary employees hired for the back-fill may be hired for an initial period of one (1) year. This period may be extended by additional six (6) month periods with the mutual consent of the parties to this agreement. (2022)

In the event that a Page bargaining unit member is appointed to a temporary part time or temporary full time position, they will remain a Page bargaining unit member for the duration of the temporary appointment. (2022)

ARTICLE 26.00 NO STRIKES OR LOCKOUTS

26.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and handling of Grievances, the Union agrees that during the life of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial and the Employer agrees that there will be no lockouts. (2022)

ARTICLE 27.00 RATES OF PAY

Schedule A: Wages

July 1, 2022 **1.75% increase**
Oct. 1, 2022 **1.75% added to minimum wage and student minimum wage**
July 1, 2023 **2.0% increase**
Oct. 1, 2023 **2.0% added to minimum wage and student minimum wage**
July 1, 2024 **3.75%**
July 1, 2025 **3.5%**
July 1, 2026 **3%**

Pages under 18 years of age (up to October 30, 2025):

Effective Date	Hourly Rate
January 1, 2022	\$14.35
October 1, 2022	\$14.86
July 1, 2023	\$15.15
October 1, 2023	\$15.91
July 1, 2024	\$16.51
July 1, 2025 to Oct 30, 2025	\$17.09

All Other Pages:

Effective Date	Hourly Rate
July 1, 2022	\$15.26
October 1, 2022	\$15.77
July 1, 2023	\$16.09
October 1, 2023	\$16.88
July 1, 2024	\$17.51
July 1, 2025	\$18.13
July 1, 2026	\$18.67

Effective October 30, 2025, the student rate will be eliminated, and the “All Other Pages” rate will apply to all bargaining unit employees.

IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures.


DATED at Markham this 8th day of JANUARY, 2026.


FOR MARKHAM PUBLIC LIBRARY BOARD

THE CANADIAN UNION OF
PUBLIC EMPLOYEES
Local 905.25, Markham Library Unit, Pages

Signed by:

26602724DA29496...
Catherine Biss

Signed by:

4D9D736270D94AE...
Pauline Cheng


Signed by:

04273F4887E044D...
Michelle Sawh

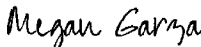
Signed by:

B7DB9A06B1B94EE...
Cesar Li

Signed by:

0E12D267FDB044B9...
Antonella Costa

Signed by:

13B3D6DA308940F...
Poonam Jit

Signed by:

00D0302031E84CF...
Megan Garza

LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.25 (Pages),
Markham Library Unit

And

The Markham Public Library Board

PENSION DURING PREGNANCY/PARENTAL LEAVE

The parties agree that within two (2) weeks of returning to work from Pregnancy and/or Parental Leave, if an employee was enrolled in the OMERS Pension Plan prior to such leave, they will complete the following form:

PENSION PLAN CHOICE

Choose one option:

I do wish to contribute to the OMERS Pension Plan for the period of my leave. My Employer will match my share of the contributions for the period.

I do not wish to contribute to the OMERS Pension Plan for the period of my leave. I understand that I may purchase this credited service later but that I will have to pay double contributions for the period.

In the event that the employee chooses the first option, they will promptly provide the Employer with a cheque for the full amount of their contributions accrued during such leave.

RENEWED AT MARKHAM THIS 8th DAY OF JANUARY, 2026

Signed by:
Catherine Biss
26982724DA284D5

For the Board – Catherine Biss

Signed by:
Pauline Cheng
4B8D736279D84AE

For the Union – Pauline Cheng

LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.25 (Pages),
Markham Library Unit

And

The Markham Public Library Board

USE OF VOLUNTEERS

The Employer agrees to continue its practice of not employing volunteers to perform the core duties performed by members of the bargaining unit.

RENEWED AT MARKHAM THIS 8th DAY OF January 2026

Signed by:

Catherine Biss

25002721DA204D6...

For the Board – Catherine Biss

Signed by:

Pauline Cheng

1B8D730279D84AE

For the Union – Pauline Cheng

LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.25 (Pages), Markham Library Unit

And

The Markham Public Library Board

Rotational Location Staffing Transfers

In 2009, the Employer implemented rotational location staffing transfers. The rotational location staffing model began as a means of building a system wide focus and of developing consistent practices and processes across MPL. In 2012, the Employer implemented a second rotational location staffing exercise and in 2020, began the process, however, did not implement it as a result of the pandemic.

The Union has raised concerns with this rotational location staffing model.

This letter confirms that the Employer will immediately cease the process of rotational location staffing transfers that occurred in 2009 and 2012 and were contemplated in 2020.

Should the Employer wish to implement Rotational Location Staffing Transfers at some point in the future, it shall be done with the agreement of the Union, the Employee and the Employer.

DATED AT MARKHAM THIS 8th DAY OF JANUARY, 2026

Signed by:
Catherine Biss
25092721DA204D6...

For the Board – Catherine Biss

Signed by:
Pauline Cheng
1B8D736279D64AE...

For the Union – Pauline Cheng