

MARKHAM PUBLIC LIBRARY

**Collective Agreement**

**Part Time**

Effective April 1, 2024

<b>1.00</b>	<b>Preamble</b>	<b>1</b>
1.01	Preamble	1
1.02	Preamble	1
<b>2.00</b>	<b>Management Rights</b>	<b>1</b>
2.01	Respect to management rights	1
2.02	Exercise of management rights	2
<b>3.00</b>	<b>Recognition</b>	<b>2</b>
3.01	Bargaining Unit	2
3.02	No Other Agreements	2
3.03	Relationship	2
3.04		2
3.05	Permission to Leave Work	2
<b>4.00</b>	<b>No Discrimination</b>	<b>2</b>
4.01	Neither Employer nor Union Shall Discriminate	3
<b>5.00</b>	<b>Check-Off Of Union Dues</b>	<b>3</b>
5.01	Check-off Payments	3
5.02	Employer Indemnity	3
5.03	Dues Receipts	3
<b>6.00</b>	<b>Employer And Union Shall Acquaint New Employees</b>	<b>3</b>
6.01	New Employees	3
6.02	Union Orientation	3
<b>7.00</b>	<b>Correspondence</b>	<b>4</b>
7.01	Correspondence	4
<b>8.00</b>	<b>Bargaining Relations</b>	<b>4</b>
8.01	Representation	4
8.02	Union Bargaining Committee	4
8.03	Representative of Canadian Union and the Employer	4
8.04	Time Off for Meeting	4
8.05	Copies of Resolutions and Reports	4
8.06	Information re. Bargaining Unit Members	5
<b>9.00</b>	<b>Grievance Procedure</b>	<b>5</b>
9.01	Recognition of Union Stewards	5
9.02	Settling of Grievances	5

9.03	Policy and Group Grievances	6
9.04	Replies in Writing	6
9.05	Amending of Time Limits	6
9.06	Management Grievances	6
<b>10.00</b>	<b>Arbitration</b>	<b>6</b>
10.01	Arbitration	6
10.02	Failure to Appoint	6
10.03	Decision of the Arbitrator	7
10.04	Expenses of the Arbitrator	7
<b>11.00</b>	<b>Discharge, Suspension And Discipline</b>	<b>7</b>
11.01	Discharge and Discipline Procedure	7
11.02	May Omit Grievance Steps	7
11.03	Access to Personnel File	7
11.04	Removal of Disciplinary Documentation	7
11.05	Sunset Clause on Non-Disciplinary Documents	7
<b>12.00</b>	<b>Seniority</b>	<b>8</b>
12.01	Seniority Defined	8
12.02	Seniority List	8
12.03	Probation for Newly Hired Employees	8
12.04	Loss of Seniority	8
12.05	Transfers and Seniority Outside Bargaining Unit	9
<b>13.00</b>	<b>Promotions And Staff Changes</b>	<b>9</b>
13.01	Job Postings	9
13.02	Information in Postings	9
13.03	Frequent Job Bids	9
13.04	[No title]	9
13.05	Qualified Candidate Defined	10
13.06	Role of Seniority in Promotions and Transfers	10
13.07	Promotion Defined	10
13.08	Transfer Defined	10
13.09	Voluntary Transfer Process	10
13.10	Trial Period	10
13.11	Notification to Employee and Union	11
13.12	Location Transfers	11
<b>14.00</b>	<b>Layoffs And Recall</b>	<b>11</b>
14.01	Layoff Procedure	11
14.02	Recall Procedure	12
14.03	Advance Notice of Layoff	12
14.04	Grievances on Layoffs and Recall	12
14.05	Benefit Coverage During Layoff	12
<b>15.00</b>	<b>Hours Of Work</b>	<b>12</b>
15.01	Work Day	12
15.02	Work Week	13
15.03	Work Schedule	13
15.04	Sunday Operations	13
15.05	Posting of Schedules	13
15.06	Duty to Report	14
15.07	Paid Rest Period	14
<b>16.00</b>	<b>Overtime</b>	<b>14</b>
16.01	Overtime Rates	14

16.02	No Layoff to Compensate for Overtime	14
16.03	Call Back Pay Guarantee	14
<b>17.00</b>	<b>Paid Holidays</b>	<b>15</b>
17.01	Paid Holidays	15
17.02	Christmas Eve and New Year's Eve	15
17.03	Holidays Falling on Scheduled Day-off (Lieu Days)	15
<b>18.00</b>	<b>Vacations</b>	<b>16</b>
18.01	Length of Vacation	16
18.02	Paid Holidays During Vacation Schedule	16
18.03	Unbroken Vacation Period	16
18.04	Preference in Vacation	16
18.05	Hospitalized During Vacation	16
18.06	Weekend Requests	17
18.07	Accumulating Vacations	17
<b>19.00</b>	<b>Sick Leave</b>	<b>17</b>
19.01	Sick Leave Credit	17
19.02	Family Illness	18
19.03	Disabled Worker Provision	18
<b>20.00</b>	<b>Leave Of Absence</b>	<b>18</b>
20.01	Leave of Absence for Union Functions and Local 905 Office or CUPE National or CUPE Ontario	18
20.02	Leave of Absence for National or Provincial Library Organization	19
20.03	Career Development	19
20.04	Bereavement Leave	19
20.05	Pallbearer's Leave	19
20.06	Mourner's Leave	19
20.07	Paid Jury Leave or Court Witness Leave	20
20.08	Leave for Personal Use	20
20.09	Pregnancy and Parental Leave	20
20.10	Parent / Adoption Leave General Leave	21
20.11	General Leave	21
20.12	Education Leave	22
20.13	Religious Holidays	22
20.14	Domestic or Sexual Violence Leave	22
20.15	Trans-Affirming Care Leave	22
<b>21.00</b>	<b>Payment Of Wages And Allowances</b>	<b>22</b>
21.01	Pay Day	22
21.02	Rate of Pay on Promotion or Reclassification	23
21.03	Pay on Temporary Transfer	23
21.04	Mileage Allowance	23
<b>22.00</b>	<b>Job Classification And Reclassification</b>	<b>23</b>
22.01	Changes in Classification	23
<b>23.00</b>	<b>Employee Benefits</b>	<b>23</b>
23.01	Hospital, Medical and Dental Insurance	23
23.02	Benefit Enrolment / Discontinuance	24
23.03	Workers' Compensation Pay	
23.04	Benefits for Early Retirees	25
23.05	Post-65 Employee Benefits	25
<b>24.00</b>	<b>General</b>	<b>26</b>

24.01	Bulletin Boards	26
24.02	Technological Changes	26
24.03	Health and Safety Committee	26
<b>25.00</b>	<b>Term Of Agreement</b>	<b>26</b>
25.01	Duration	26
25.02	Changes in Agreement	26
<b>26.00</b>	<b>No Strikes Or Lockouts</b>	<b>26</b>
26.01	No Strikes or Lockouts	26
<b>27.00</b>	<b>Temporary Employees</b>	<b>27</b>
27.01	Temporary Employees	27
<b>28.00</b>	<b>Weekend Part Time Employees</b>	<b>27</b>
28.01	Weekend Part Time Employees	27
	<b>Signatures</b>	<b>29</b>
	<b>Schedule A: Grade and Salary scales</b>	<b>30</b>
	<b>Schedule C: Positions and Salary scales</b>	<b>31</b>
	<b>Letter of Understanding: Seniority of part time member becoming full time member</b>	<b>32</b>
	<b>Letter of Understanding: Practice of not employing volunteers</b>	<b>33</b>
	<b>Letter of Understanding: Cataloguing premium</b>	<b>34</b>
	<b>Letter of Understanding: Amendments to Schedules A and C</b>	<b>35</b>
	<b>Letter of Understanding: Locations of Security Cameras</b>	<b>36</b>
	<b>Letter of Understanding: Sunday Flexible Work Arrangements</b>	<b>37</b>
	<b>Letter of Understanding: Rotational Location Staffing Transfers</b>	<b>38</b>
	<b>Letter of Understanding: Union Leave</b>	<b>39</b>
	<b>Letter of Understanding: Working Alone</b>	<b>40</b>
	<b>Letter of Understanding: Scheduling</b>	<b>41</b>

THIS AGREEMENT entered into this 6<sup>th</sup> 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 905.06, Markham Library Unit, Part Time,  
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, well being 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 without unreasonable restrictions.

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, classify, transfer, 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. (1986)(2020)

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 employees save and except the Chief Executive Officer, Director Service Excellence, Director Administration and Operational Support, Director Library Strategy & Innovation, Managers or persons above such ranks, Library Board Secretary, Administrative Assistant to the CEO, Clerk/Receptionist, Payroll & Benefits Administrator, Accounting & Purchasing Clerk, persons regularly employed for more than twenty-four (24) hours per week, Pages, and temporary workers, except as otherwise provided for in the Agreement. (2004)(2007)(2010)

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. (2020)

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 elsewhere, without the permission of the Chief Executive Officer or their delegate. (1999)(2020)

**3.04 Where the Employer intends to meet with an Employee for the purposes of an investigation that could result in discipline, or accommodation and return to work meetings, the Employer will advise the Employee that they have the right to have a union steward present. (2024)**

3.05 Permission to Leave Work

It is understood that stewards have their regular work to perform. **However, if it is necessary for them to assist an employee in preparing or presenting a grievance, or attending disciplinary, accommodation/return to work meetings or investigation meetings during working hours, they will not leave their work without first obtaining the permission of their Branch Manager or designate. In obtaining such permission, the steward shall state their destination to their Branch 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. It is understood that employees may have the Steward of their choice attend such meetings, provided that meetings will not be delayed due to their availability.**

In accordance with this understanding, stewards dealing with **these matters** during their regular hours of work shall not suffer any loss of pay. (1986)(2024)

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 practiced with respect to any employee by reason of age, **ancestry**, race, creed, colour, **ethnic origin**, **place of origin**, **citizenship**, nationality, **disability**, **family status**, marital status (**including single status**), place of residence, **record of offences**, sex (**including pregnancy and breastfeeding**), **sexual orientation**, **gender identity**, **gender expression**, or any protected ground under the Ontario Human Rights Code, nor by reason of their activity or non-activity in the Union. (2020)(2024)

### 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 Secretary Treasurer of 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. (1986)

#### 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. (1984)

### ARTICLE 6.00 EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

#### 6.01 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.

#### 6.02 Union Orientation

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

The Steward or their representative will provide the new employee(s) with a copy of the Collective Agreement. (2020)

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 and the Unit Chair or a representative as designated by the Union. (2004)(2020)

ARTICLE 8.00 BARGAINING RELATIONS

8.01 Representation

The Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel. (1986)(2020)

8.02 Union Bargaining Committee

A Union bargaining committee shall be elected or appointed and consist of not more than three (3) members **and one (1) alternate member** of the Union in total. The Unit Chair will be one of the three (3) members of the Union bargaining committee. (2010)(2024)

For clarification, when the Part Time and Full Time bargaining units bargain together with the employer there will be six (6) members in total, one (1) of which shall be the Unit Chair. (2010)

The Union will advise the Employer of the Union members of the committee. (1997)

**The Union bargaining committee, including the alternate member, shall be granted up to three (3) days leave of absence with pay to prepare for negotiations.** (2024)

**The alternate will only attend bargaining meetings if one of the committee members is unable to attend.** (2024)

8.03 Representative of the 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. (1986)(2024)

8.04 Time Off for Meeting

Any representative of the bargaining committee shall have the right to attend **bargaining** meetings with the Employer, held within working hours with **compensation for a seven (7) hour day. The Employer will adjust the schedules of the part time bargaining committee members to ensure that time spent in bargaining is part of their established hours.** (2024)

8.05 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 of minutes on request. (2020)(2024)

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 email (if available)** for each bargaining unit employee. **It is the Employee's responsibility to ensure their contact information is accurate at all times.** (2010)(2020)(2024)

ARTICLE 9.00 GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards

The Employer acknowledges the right of the Union to appoint or otherwise select nine (9) stewards, **where possible one (1) per branch and one (1) for Technical Services/Administration**, 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.

The Union undertakes to instruct all officers, stewards and members to cooperate with the Employer, and persons representing the Employer, in carrying out the terms and requirements of this Agreement. (2004)(2020)(2024)

9.02 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 **or designate** within **ten (10)** working days of the event or time at which the employee became or ought reasonably to have become aware of the event which led to the complaint. The immediate Manager **or designate** shall reply to the complaint within **ten (10)** working days. (2020)(2024)

STEP NO. 1

Failing settlement of the complaint, the Union shall present their grievance **with or on behalf of the aggrieved employee** within **ten (10)** working days after the receipt of the reply at the complaint stage to their Manager **or designate**. 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. The Manager **or designate** shall give their decision within **ten (10)** working days following the presentation of the grievance to them. Failing settlement at this stage, the grievance may proceed to Step 2. (2020)(2024)

STEP NO. 2

Within ten (10) working days after their decision is given under Step No. 1, the aggrieved employee, accompanied by their steward, shall meet 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. (2020)(2024)

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 may 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. (2001)(2020)

9.03 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. This article will not be used to bypass an individual grievance that otherwise could be filed. (2020)

9.04 Replies in Writing

Replies to grievance stating reasons shall be in writing at all stages.

9.05 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. (1984)

9.06 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 a **sole arbitrator** as provided in Article 10.00 at any time within ten (10) working days, but not later. (2001)(2024)

ARTICLE 10.00 ARBITRATION

10.01 Arbitration

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. (2020)

In such case 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. (2001)(2020)

10.02 Failure to Appoint

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 nominate an Arbitrator. The parties may extend this provision by written mutual agreement. (2001)(2020)

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 and may not be changed. The Arbitrator shall not have the power to change the wording of this Agreement, or alter, modify, amend or delete any of its provisions. (2020)

10.04 Expenses of the Arbitrator

Each of the parties to this Agreement will jointly bear the expenses, if any, of the Arbitrator. (2020)

ARTICLE 11.00 DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Discharge and Discipline Procedure

An employee may be dismissed or suspended but only for just cause, and only upon the authority of the Chief Executive Officer. When an employee is discharged, suspended, or disciplined, the employee shall be given notice of the employee's right to be represented by the employee's Union Steward, if the employee so chooses, and the employee shall then be given the reason for such discharge, suspension or discipline. Such employee and Union shall be advised promptly in writing by the Chief Executive Officer or designate of the reason for such discharge, suspension or discipline. (1997)

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. (1986)(2020)

11.03 Access to Personnel File

An employee shall have the right on **three (3) business 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. (2020)(2024)

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. (2007)(2020)(2024)

11.05 Sunset Clause on Non-Disciplinary Documents

**The Employer will remove all instances of non-disciplinary notation, such as coaching letters, performance improvement letters, letters of expectation or any other type of letter created with the same intent, from an Employee's file that has been in their file for twenty-four (24) months of active service.** (2024)

ARTICLE 12.00 SENIORITY

12.01 Seniority Defined

Seniority is defined as the length of service with the Employer while in the part-time bargaining unit, and shall include service with the Employer in what has become a bargaining unit position prior to the certification or recognition of the Union.

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

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

Should a part-time member move to the full-time bargaining unit and then return to the part-time bargaining unit their seniority shall be brought into the part-time bargaining unit as initial date of hire. (1986)(2020)(2024)

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. 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.

**Where two or more employees have the same seniority date, the Employer will use the date of application including the time, if necessary. (2024)**

12.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for the first six (6) months of their employment. Such employee shall receive a written evaluation after three (3) months and a written evaluation immediately prior to the end of the six (6) month period. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except with respect to discipline and discharge and as otherwise provided. After completion of the probationary period, seniority shall be effective from the original date of employment. The release of a probationary employee shall be at the sole discretion of the Employer provided the Employer shall not act in a discriminating or arbitrary manner. (1986)(2020)

12.04 Loss of Seniority

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

- (a) voluntarily **resign from** their employment;
- (b) are discharged and are not reinstated through the grievance procedure or arbitration;
- (c) are off the payroll for a continuous period of **two (2) years**;
- (d) fail to report for work following a layoff within five (5) working 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 good and sufficient cause;

- (f) accept gainful employment while on a leave of absence without first **notifying** the Employer in writing;
- (g) are absent from work without just cause for more than three (3) consecutive shifts;
- (h) use an approved Leave from work for a purpose other than that for which the Leave was granted.
- (i) **accept a temporary non-union position and do not return to the bargaining unit for a period of more than eighteen (18) months;**
- (j) **is laid off and not recalled for a period of one (1) year.** (2001)(2013)(2020)(2024)

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 **should accept a temporary non-union position with the library**, they shall retain their seniority accumulated up to the date of leaving the unit, **provided they return to the unit within eighteen (18) months of leaving the bargaining unit. They shall not accrue seniority while working in a non-union position and Union dues will not be collected.** **When** 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. (2020)(2024)

ARTICLE 13.00 PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

When a new position is created, or when a vacancy occurs which shall include the resignation of an incumbent, the Employer shall notify the Union in writing and post notice of the position on bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position. In the case of a resignation, the Employer may, at their discretion, create a full-time position from vacant part-time positions. In no other circumstance will the resignation of a part-time position decrease the complement of part-time positions in the bargaining unit. (2020)

13.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, shift, hours of work, initial branch assignment and wage range. (2010)(2020)

13.03 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 their appointment to the first job, unless it would result in a promotion or a change from part-time to full-time and vice versa. (2020)

13.04 **For each job posting, applicants from the same bargaining unit as the posting, will receive first consideration. If there are no qualified candidates within that bargaining unit, applicants from the other bargaining units within Markham Public Library will be considered. Applicants from outside Markham Public Library will only be considered if there are no qualified candidates within any of the Library's bargaining units.** (2013)(2020)(2024)

13.05 Qualified Candidate Defined

**A 'qualified candidate' is someone who meets the requirements outlined in the job posting for the position they are applying for.** (2024)

**13.06 Role of Seniority in Promotions and Transfers**

The basis for determining suitability for promotion shall be such as to provide equality of opportunity for advancement to all employees.

The applicant who possesses the required qualifications, ability, knowledge, skill and demonstrated performance where there are performance factors that are similar between the jobs shall be selected. In the event that two (2) or more employees make application for any such posted vacancy and where the requirements as stated above are relatively equal, seniority shall govern.

Where possible, every effort shall be made to fill the position within the bargaining unit within thirty (30) days of the effective date of the vacancy. (2001)

**13.07 Promotion Defined**

Promotion in this Agreement shall mean transfer to an occupational classification carrying a higher rate of pay in the bargaining unit for a period in excess of four (4) months.(1997)

**13.08 Transfer Defined**

Transfer shall mean a move to another position having the same or a lower rate of pay, whether the position is in the same location or not for a period in excess of four (4) months. Rotational location staffing transfers shall be mutually agreed to between the Employer and the Employee(s) as outlined in the Letter of Understanding. (1997)(2020)

**13.09 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 one (1) location on the form. The form will remain on file until the employee withdraws the request or is transferred to their preferred location. Prior to posting permanent or temporary vacancies or new positions, the Employer will consider, in seniority order, employees who have an existing Voluntary Transfer Request Form on file. (2020)

**13.10 Trial Period**

The successful internal applicant shall be placed on trial for a period of six (6) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee feels they are unable to perform the duties of the new job classification, they shall be returned to their former position, salary rate and without loss of seniority. (2004)(2020)

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, salary rate, and without loss of seniority. (2020)

**13.11 Notification to Employee and Union**

The name of the successful applicant shall be emailed to all employees and shall be posted on the Library's intranet. (2020)

**13.12 Location Transfers**

**Where the Employer establishes there is an operational need to transfer an Employee within the same classification to another location, the following shall apply:**

- 1. The Employer shall notify the Union in writing as soon as practicable and if possible, with no less than two (2) months' notice.**
- 2. A meeting shall be held between the Union and the Employer to discuss minimizing the impact of the transfer on the affected Employee(s).**
- 3. In appropriate circumstances, the Employer shall canvass for volunteers to transfer from the transferring location and if multiple Employees show interest, the most senior Employee in the classification in the transferring location will be transferred. In circumstances where it would not be appropriate to canvass for volunteers, the Employer reserves the right to transfer employees as required.**
- 4. In circumstances where the Employer has canvassed for volunteers and there are no responses, the Employer will transfer the least senior Employee in the classification in the transferring location.**
- 5. The transferring Employee shall be given notice as soon as practicable and if possible, with no less than one (1) month notice of their transfer.**
- 6. An employee transferred as per clause 4 above, will have the first right to return to their transferring location if within one (1) year, a position in the same classification opens in the transferring location. This right will be exercised prior to any submitted Transfer Request Forms.**

**(2024)**

**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 their seniority. An employee who would otherwise be laid-off may exercise a claim to fill any other position in an equal or lower classification currently filled by an employee with lesser seniority provided they have the skills and ability to perform the work. At the end of the pre-notice period provided for in Article 14.03, the senior laid-off employee shall indicate their desire to "bump" another employee or to accept the layoff. The next senior employee, who was either "bumped" by a senior employee or was to be laid-off, shall then indicate their desire to bump another employee or to accept the layoff. This procedure shall continue until all affected employees have completed "bumping" or accepted layoff.

**(1992)(2020)**

**14.02 Recall Procedure**

Employees shall be recalled in order of their seniority provided the employee has the skills and ability to perform the work. Should a vacancy occur, while there are employees on layoff, it shall be offered to those employees currently on layoff.

In all cases of vacancies or new positions being created, where the job cannot be filled by those employees on layoff, it shall be posted in accordance with Article 13.00.

No new employee shall be hired until those laid-off with the skills and ability have been given an opportunity of recall.

**(1992)(2020)**

**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, ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available. When a layoff is about to occur, the affected employees, as well as all employees who may be subject to being "bumped", will be given a minimum of one week's notice, at the end of which time the layoff procedure will take effect. After all "bumping" is completed, each employee ultimately laid-off shall be given their notice of layoff in accordance with this Article or the Ontario Employment Standards Act, whichever is more favourable. (2020)

#### 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 Benefit Coverage During Layoff

In the event of a layoff where an employee is subject to recall, the Employer shall continue to provide health and dental benefits that the employee is already enrolled in (excluding emergency medical out of your province of residence and emergency travel assistance) for a period of one (1) month.

The employee may at their own expense elect to continue health and dental benefits (excluding emergency medical out of your province of residence and emergency travel assistance) for the remainder of the layoff period provided they remain on layoff and that they pay the premiums in advance or by post-dated cheques to maintain coverage. (2020)

### 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. The normal work day will include a meal break of between one half hour and one hour after no more than five hours of work. Any meal break shall be unpaid. The normal work day shall not commence before 8:00 a.m. nor finish later than 9:30 p.m. except upon the mutual agreement of the Employer and the Union. (2007)(2010)(2013)(2024)

#### 15.02 Work Week

For permanent part-time employees the work week shall not exceed twenty-four hours from Monday to Saturday. Employees hired after December 20, 2004 shall have a work week that extends from Monday to Sunday. Employees may elect to pick up extra hours and work up to sixty (60) hours in a pay period and in such case no overtime shall be paid for hours worked in excess of 48 in the pay period. The parties agree that this provision shall not result in a decrease of the complement of part-time employees. (2020)

#### 15.03 Work Schedule

The hours of work shall not entail more than three (3) evenings a week nor more than two (2) Saturdays in a four (4) Saturday month. Provided it does not interfere with the efficient operation of the Library, and subject to the approval of the Manager, employees may mutually agree to exchange shifts in such a way as to work more than three (3) evenings per week and/or more than two (2) Saturdays in a four (4) Saturday month, provided this shall not result in premium pay to either employee. Employees may, subject to the approval of the Manager, mutually exchange shifts in contiguous pay periods. It is agreed and understood that such exchange shall not result in any premium pay. (2013)(2020)

Compressed or flex time schedules may be arranged at the mutual agreement of the employee and the appropriate Manager. (2020)

The Employer shall not schedule an employee for a split shift. (1997)

#### 15.04 Sunday Operations

**Sunday shall be considered to be a normal work day. Scheduling shall be at Management's discretion, and subject to the needs of the branch.**

**No employee shall be scheduled to work more than two (2) weekends in four (4) weeks without their approval. Weekend is defined as Saturday and Sunday.**

**Employees hired on or before December 20, 2004 shall not be scheduled to work on Sundays, unless they make a request in writing to management to do so.**

**Employees hired after December 20, 2004 but on or before October 30, 2025 may be scheduled to work on Sundays between 11:30 a.m. and 5:30 p.m. These employees may apply in writing to the Library to work an alternate schedule which begins at 9:30 a.m. and finishes at 5:30 p.m. Such application for alternate schedule shall be for a period of one year. (2024)**

#### 15.05 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 emergency situations 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. This provision remains in effect for the period while employees are on the recall list. Employees posted to other branches will be paid mileage from their normal workplace to the temporary workplace or taxi fare. 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 arrangement, an employee will be designated to relocate. (1992)

#### 15.06 Duty to Report

Employees who are unable to report to work on schedule shall notify their management supervisor or designate not later than 3 hours before the commencement of the scheduled shift, except for the 9:00 a.m. shift for which notification of 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. (2016)

#### 15.07 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of a shift consisting of more than five (5) hours. During shifts lasting from four (4)

to five (5) hours, employees shall be permitted one (1) rest period of fifteen (15) minutes. No rest period shall be permitted during shifts of less than four (4) hours. (1991)(2013)(2024)

**ARTICLE 16.00 OVERTIME**

**16.01 Overtime Rates**

All overtime must be authorized in advance by the employee's Branch Head or designated supervisory personnel.

In an emergency, when advance notice is not possible, the employee shall submit to the Employer a claim for overtime within two (2) working days of overtime.

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. (2020)

Time spent at a conference, workshop, or regional meeting which an employee agrees to attend, or on associated travel, shall not be considered overtime. An employee shall not be disciplined for refusal to attend.

Authorized work performed in excess of forty-eight (48) hours in a fourteen (14) day pay period and all hours worked before and after the scheduled shift 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 their consent or without the approval of the Branch Manager except in emergency situations. (1986)(2020)

Employees for whom Sunday is a normal work day, pursuant to the attached Sunday Operations Letter of Intent dated December 6, 2004, shall be paid at their normal straight time hourly rate and shall not receive overtime pay for hours worked on a Sunday unless they are hours worked before or after the normal scheduled shift; such overtime shall be paid at one and one-half times (1-1/2X). (2004)

**16.02 No Layoff to Compensate for Overtime**

An employee shall not be required by the Employer to lay-off during the regular hours of work to equalize any overtime worked.

**16.03 Call Back Pay Guarantee**

An employee who is called in to work outside the normal scheduled working hours and such call-in results in a split shift, shall be paid at the rate of one and one-half (1-1/2) times their regular rate for all hours worked on the call-in with a minimum of three (3) hours at their regular straight time rate. (1986)(2020)

**ARTICLE 17.00 PAID HOLIDAYS**

**17.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

- |                |               |
|----------------|---------------|
| New Year's Day | Family Day    |
| Good Friday    | Victoria Day  |
| Canada Day     | Civic Holiday |

Labour Day  
Christmas Day

Thanksgiving Day  
Boxing Day

**and any other day proclaimed as a holiday by the Municipal Government. (2024)**

The above shall be subject to the terms of *The Employment Standards Act*. (2001)(2007)

**In recognition of Easter Monday, National Day for Truth and Reconciliation and Remembrance Day, three (3) floating holiday(s) shall be granted. (2024)**

The following qualifications apply to the floating holidays:

- (a) The **floating holidays** must be taken during the calendar year.
- (b) Failure to take the **floating holiday(s)** during the calendar year forfeits all entitlement to the **holiday(s)**.
- (c) The **floating holiday(s)** will be scheduled on a first request basis.
- (d) The **floating holiday(s)** shall not be classed as paid holidays for premium rates of pay. The pay shall be calculated based on the formula provided in the *Employment Standards Act*.
- (e) Eligibility for the floating holiday(s) is contingent upon the employee being on the active payroll prior to the **recognized holiday**. (2007)(2010)(2013)(2024)

17.02 Christmas Eve and New Year's Eve

The Library shall close at 12:00 Noon on Christmas Eve and New Year's Eve with no loss in salary to the employee **with no requirement for the employee to make up any hours. It is understood that if the Library does not open at all on Christmas Eve or New Year's Eve or if the employee's shift falls entirely during hours the Library is not open, employees shall not be entitled to pay for that day, however the Employer will use its best efforts to offer employees who normally would have worked the opportunity on a voluntary basis to make up those hours.** (1984)(2024)

17.03 Holidays Falling on Scheduled Day-Off (Lieu Days)

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.** (1991)(2020)(2024)

ARTICLE 18.00 VACATIONS

18.01 Length of Vacation

Each employee shall receive three (3) weeks' vacation with pay after one year of service based on their annual earnings and calculated at six percent (6%). Prior to the completion of one year of service vacation will be granted in accordance with the Ontario Employment Standards Act. (2007)(2010)(2020)(2024)

Employees on Schedule C shall receive four (4) weeks' vacation with pay after **3,042** hours of service based on their annual earnings and calculated at eight percent (8%). (2004)(2007)(2016)(2020)(2024)

All other employees shall receive four (4) weeks' vacation with pay after **7,098** hours of service based on their annual earnings and calculated at eight percent (8%). (1999)(2007)(2020)(**2024**)

Employees shall receive five (5) weeks' of vacation with pay after **20,280** hours of service based on their annual earnings and calculated at ten percent (10%). (2004)(2007)(2020)(**2024**)

Employees shall receive six (6) weeks' of vacation with pay after **30,420** hours of service based on their annual earnings and calculated at twelve percent (12%). (2007)(2020)(**2024**)

Employees who have completed **36,504** hours of service shall receive one additional day per year to a maximum of 35 working days based on their annual earnings and calculated at twelve point five percent (12.5%). (2010)(**2024**)

Vacations may be taken at any time within the calendar year with the approval of the Branch Head and consistent with good public service. (1999)

18.02 Paid Holidays During Vacation Schedule

If a Paid Holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and their management supervisor. (1991)(2020)

18.03 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period. (2020)

18.04 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. (2020)

The approval of all vacation requests is subject to operational requirements. (1991)

18.05 Hospitalized During Vacation

When an employee on a scheduled period of vacation is hospitalized for one week or more of such vacation as a result of serious illness or accident, such employee shall be entitled to claim leave-for-illness in lieu of vacation for such days of illness provided that written notice is given to the Chief Executive Officer, or their designate, at the commencement of illness and subsequent hospital verification **or a medical note** verifying the length of illness is provided on the employee's return to work. (2024)

Any vacation entitlement remaining shall be rescheduled to be taken prior to the end of the vacation year, subject to operational requirements and the approval of the Branch Manager. (1986)(2020)

18.06 Weekend Requests

Employees will have the opportunity to request to take five single accrued vacation days on a Saturday or Sunday, known as weekend requests. For clarity, a request for Saturday and Sunday will constitute **one (1)** occurrence; a request for three consecutive days that include a Saturday and Sunday will constitute a vacation request, as distinguished from single weekend requests. (2007)(**2024**)

18.07 Accumulating Vacations

An Employee will be permitted to carry over **no more than two weeks** of vacation time. **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 1<sup>st</sup>** of any calendar year. The held-over vacation must be used before June 30<sup>th</sup> of the following year. (2020)(2024)

**ARTICLE 19.00 SICK LEAVE**

**19.01 Sick Leave Credit**

On a pro-rata basis, an employee shall earn sick leave credits of one and one-half (1-1/2) days after working 96 hours of scheduled work.

For the purposes of payment, sick leave credits shall be applied only to scheduled hours of work.

Sick leave credits shall be reduced by one (1) hour for each one (1) hour or part thereof that an employee remains on payroll because of absence due to illness. (2010)

An employee whose illness extends more than five (5) consecutive scheduled shifts, may be required to provide 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).** 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. (2024)

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.** (2020)(2024)

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, **where there is a demonstrated pattern of absences over a sustained period of time.** (2013)(2020)(2024)

Sick leave credits shall be cumulative from year to year to a maximum of eighty-five (85) days. In the event of termination, resignation or death, no payment shall be made of the sick leave bank (either cash or otherwise). (2001)

The Union agrees that the EI premium rebate (employer and employee portion) shall be retained by the Library to assist it to provide the sick leave credits outlined herein. (2016)

**19.02 Family Illness**

Where no one else other than the employee can provide for the needs during illness of an immediate member of the family including parents of an employee, **or anyone that resides in the**

**same household**, a part-time employee shall be entitled, after notifying the Branch/Division Manager, to use a maximum of three (3) scheduled shifts per year to be deducted from their earned sick leave credits for this purpose. (1988)(2007)(2020)(2024)

19.03 Disabled Worker Provision

If an employee is on continuous sick leave (including workers compensation) for more than **twenty-four (24)** months, and is unable to perform their normal duties as certified by their physician and/or has not returned to work on a WSIB modified work plan, the Employer shall declare the position vacant and post the vacancy. (2020)(2024)

The disabled employee's position will not be filled on a permanent basis for a period of **twenty-four (24)** months from the date of becoming ill or injured. After the **twenty-four (24)** month duration, the employee will be given preference for any job opening for which they are qualified. The parties recognize their responsibilities under the *Human Rights Code*, Duty to Accommodate. (2020)(2024)

For the purpose of this article, continuous sick leave includes any return to work of less than fourteen (14) calendar days. (1992)(2013)

ARTICLE 20.00 LEAVE OF ABSENCE

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

(a) Leave of Absence for Union Functions

The Employer **shall** 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. (2020)(2024)

It is understood that the cumulative total of leaves of absences granted under this section shall not exceed 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. (2016)(2020)(2024)

The Employer agrees to confirm or deny the request for such leave of absence within seven (7) calendar days of receipt of the request. (2020)

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

**When an employee is elected or appointed to a position within CUPE Local 905, CUPE National, or CUPE Ontario, the Employer will consider a request for an extended leave of absence for up to two (2) calendar years. Such requests will be granted with no less than four (4) weeks' written notice submitted to the Chief Executive Officer. The Employer will continue to pay the employee's wages; however, the Union agrees to reimburse the Employer in full, upon receiving an invoice.**

**Upon providing 30 days' written notice, the employee will be returned to their previous position held before taking office.**

**The Employer may fill the position with a temporary employee during the leave. This temporary vacancy and the resulting temporary employee are not subject to the terms of**

the Collective Agreement, except that after six (6) months of service, the temporary employee will be subject to union dues check-off. (2024)

**20.02 Leave of Absence for National or Provincial Library Organization**

At the request of the employee, the Employer may allow employees to attend conferences, conventions and workshops related to Library Organizations and Library oriented programs with pay and without loss of seniority.

Where the employee is requested by the Employer to attend such functions, the Employer shall also pay all approved expenses incurred by the employee. (2024)

**20.03 Career Development**

In order to provide equal opportunity, all employees are encouraged to continue their professional education by participating in formal courses, in-service training plans or to observe in other libraries. Such employee shall submit a proposal to the Employer for their approval. If approved, the Employer will pay the employee's tuition fees and cost of required books upon presentation of evidence of successful completion of the course.

It is understood by the Union that requests must be evaluated within financial limitations and that the Employer shall not be expected to pay the full cost of degree or diploma programs. (2024)

**20.04 Bereavement Leave**

An employee may be granted leave for five (5) working days without loss of pay and benefits in the case of death of a parent, **spouse**, common-law spouse, child, **sibling**, **parent-in-law**, **sibling-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. (2024)

**20.05 Pallbearer's Leave**

One (1) day's paid leave of absence may be granted for the purpose of being a pallbearer.

**20.06 Mourner's Leave**

The Chief Executive Officer or designate may authorize **four (4)** hours paid leave to attend a funeral, memorial service, or celebration of life as a mourner. (2001)(2020)(2024)

**20.07 Paid Jury Leave or Court Witness Leave**

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or witness in court. The Employer shall pay such employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals and other expenses. The employee will present proof of service and the amount of pay received. (1984)(2020)

**20.08 Leave for Personal Use**

Leave for Personal Use is a provision which is designed to enable an employee to be absent from employment with full pay for the following reasons:

- (a) Professional appointments such as medical, dental, legal and optical. Employees must make every effort to schedule such appointments on the employee's own time.
- (b) The unexpected or sudden illness of the employee's spouse, child, or dependent parent which prevents the employee from reporting to duty or requires them to leave early. (2016)(2020)
- (c) **Other personal emergencies** (2024)

Leave for Personal Use is to be utilized solely for the purposes specified above and a reason acceptable to Management must be provided.

To qualify for this provision, the employee must have

- (a) completed the probationary period as specified in this Agreement, and
- (b) notified the Branch Manager or designate at least forty-eight (48) hours in advance of the date and required time off. It is understood that such advance notification may not be possible with respect to (b) and (c) above. (2024)

Leave for Personal Use is limited to a maximum of four (4) hours per calendar year, non-cumulative.

Employees who have taken leave for Personal Use may be required to produce evidence which is satisfactory to management, **where possible**. (2010)(2024)

20.09 Pregnancy and Parental Leave

An employee shall qualify for pregnancy and/or parental leave on completion of 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 six (6) 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 weeks written notice, under normal circumstances, of the date the leave is to begin. (2020)

(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 ends sixty-one (61) weeks after it began if the employee also took pregnancy leave and sixty-three (63) weeks after it began otherwise. (2020)

The Parental Leave of an employee, who takes a Pregnancy leave, shall begin immediately following the completion of the Pregnancy leave. However, if the medical extension provided for above is used, Parental leave shall not be used during the same pregnancy.

Parental leave may begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody of the parent.

(c) Benefits while on Pregnancy/Parental Leave

The Employer shall continue to pay the Employer's share of benefits for any benefit plan in which the employee is enrolled, unless written notification is received that the employee does not intend to pay the employee's portion, if any.

(d) Seniority during Pregnancy/Parental Leave

While on pregnancy and/or parental leave, an employee shall continue to accumulate seniority under this Collective Agreement. (2001)

(e) 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. (2020)

20.10 Parent/Adoption Leave

Upon request to the Chief Executive Officer or designate, ten (10) days leave with pay may be granted to an employee within two (2) weeks of the birth/adoption of a child or the coming of the child into custody, care and control of the employee for the first time. The number of leave days granted will be based on the number of regularly scheduled shifts during that period of time. (1997)(2007)(2010)

20.11 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. (1999)

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. (1991)

20.12 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 employee's duties with the Library. Such leave must be requested in writing as far in advance as possible, and a minimum of two (2) months in advance. (2020)

The Employer shall be entitled to backfill the ensuing vacancy with a temporary employee for the entire length of the leave. The employee requesting the leave shall pay the entire premium for health and welfare benefit continuation (dental, vision, drugs, semi-private hospital room) should they choose to continue with benefits during the absence. (2020)

While on an education leave, an employee shall continue to accumulate seniority, but service shall be frozen at the beginning of the leave and shall resume once the employee has returned to active duty. (2004)

**20.13 Religious Holidays**

The Employer agrees to accommodate employees who wish to observe recognized religious holidays which are not statutory holidays by accommodating the employee's work schedule so as to allow such observance. The employee will inform the employer at least one month in advance of any religious holidays needing accommodation. (2024)

**20.14 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. (2024)

**20.15 Trans-Affirming Care Leave**

- a) An employee may request a leave of absence in order for the employee to access physical or psychological trans-affirming care. Employees shall have access to their sick leave entitlements under Article 19.01 for the purposes of this leave.
- b) The Board shall endeavor to protect the privacy and confidentiality of employees accessing trans-affirming care leave.
- c) The employee's position will not be filled on a permanent basis for a period of twelve (12) months. After the twelve (12) month duration, the employee will be given first preference for any job opening for which they are qualified. The Parties recognize their responsibilities under the *Human Rights Code*, Duty to Accommodate.
- d) Where the leave entitlements under Article 19.01 have been exhausted, an employee may use other entitlements in accordance with the collective agreement. (2024)

**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 assigned, promoted or reclassified to a higher paying position shall be placed in an experience grade on the new classification which is the next higher rate than their previous rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression. After four months at the higher rate, the employee shall be reclassified at that rate. (1999)(2020)

**21.03 Pay on Temporary Transfer**

**(a) In Lower Rated Classification**

When an employee is required by the Employer to substitute for another employee who is receiving a lower rate of pay, they shall continue to receive their regular rate of pay. (2020)(2024)

**(b) In Higher Rated Classification**

**When an Employee is assigned by the Employer to temporarily perform the full duties of a higher paying classification for a full shift or more, the Employee shall be paid at the step in the higher paying range that corresponds to an increase in pay. (2024)**

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 kilometre aid by the City of Markham. (1986)(2020)

ARTICLE 22.00 JOB CLASSIFICATION AND RECLASSIFICATION

22.01 Changes in Classification

If the duties in any classification are changed or increased, or if the employee feels they are incorrectly classified, the rate of pay shall be subject to negotiation with the Chief Executive Officer. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, the negotiation with the Chief Executive Officer shall be considered as Step No. Two (2) of the grievance procedure and such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the request was first filed by an employee for arbitration, or the date of approval by the Chief Executive Officer. (2020)

ARTICLE 23.00 EMPLOYEE BENEFITS

23.01 Hospital, Medical and Dental Insurance

The Employer shall pay fifty percent (50%) of the billed premiums for the below benefits after completion of the probationary period for all active employees of the employer who are regularly scheduled to work 17.5 hours per week or more. (2016)

For employees in the active employ of the Employer who regularly work less than 17.5 hours per week, the Employer shall pay on a pro-rata basis the billed premiums for the below benefits after the completion of the probationary period. (2016)

- Prescription Drug Plan administered by a vendor chosen by the Employer, subject to a dispensing fee cap of eleven dollars (\$11.00) per prescription. The Employer will cover eligible expenses up to the price of the lowest cost equivalent drug (usually generic) that has the same medicinal ingredients for drugs prescribed by a doctor or dentist and obtained from a pharmacist under the group extended health care coverage. (2013)(2016)
- Extended Health Care coverage administered by a vendor chosen by the Employer. An annual deductible of \$10.00 per individual and \$20.00-per family will apply. (2016)
- Vision Plan providing coverage up to a maximum of **five hundred and fifty dollars (\$550.00)**, including eye exams, per 24 consecutive months (benefit may be utilized towards laser eye surgery). (1999)(2007)(2013)(2020)(2024)
- Dental Plan administered by a vendor chosen by the Employer. The complete list of benefits, maximums and limits are set out in the insurance contract from the vendor. (2016)
  - Basic Preventative – 100% of current ODA fee schedule. No deductible.

- Major Restorative – 50% of current ODA fee schedule. No deductible.
- Orthodontics – 50% of current ODA fee schedule. No deductible. Maximum lifetime benefit of \$2,500 per eligible individual. (2013)
- Semi-Private Hospital Care Plan administered by a vendor chosen by the Employer. (1997)(2016)(2020)

**23.02 Benefit Enrolment / Discontinuance**

An employee in the active employ of the Employer who has successfully completed the probation period is eligible to enroll in the benefit plan at that time. In the event that the employee opts not to enroll in the benefit plan upon completion of probation, they may do so at any time thereafter if they have not previously enrolled in the benefit plan.

Once any employee has enrolled in the benefit plan they may not opt out of coverage unless they have been enrolled for at least **two (2)** years.

In the event that an employee so opts out, they will not be eligible to re-enroll for **two (2)** years and only during the open period for discontinuance set out below.

Any employee who chooses to enroll in the benefit plan must remain in the benefit plan for a minimum of **two (2)** years. Coverage under the benefit plan will commence the following January 1<sup>st</sup> or, in the case of an employee opting out, will cease as of December 31<sup>st</sup>.

This process will be repeated annually and the period for re-enrollment or discontinuance of coverage shall be December 15<sup>th</sup> – 31<sup>st</sup> annually and subject to the minimum **two (2)** year period as described above. The option to re-enroll or to discontinue coverage will not be available in any case at any other point in the calendar year. (2016)(2020)(2024)

**23.03 Workers' Compensation Pay**

Every employee shall be covered by the Workers' Safety and Insurance Act.

An employee who is injured on duty where no action for such injuries would be against a third person, and who is unable to work as a result of such injury, shall, while off work, be paid by the Employer an amount equal to the Workers' Safety and Insurance Board (WSIB) daily award for which the employee is entitled and the former amount will be adjusted, if necessary, to equal the latter. The amount payable by the WSIB will be paid to the Employer. If the Board rules against the claim, the accumulated sick leave credits of the employee may be reduced accordingly, provided appropriate medical documentation is supplied.

Such payment will be authorized and continue except where:

1. The employee has not formally elected to claim compensation in cases where a third party is involved;
2. The WSIB ceases to authorize payment of temporary total disability benefits;
3. The employee is fit to return to work;
4. The WSIB awards a permanent total or permanent partial disability benefit;
5. Employment terminates, or;

6. The employee reaches normal retirement age or elects to receive an OMERS pension. All benefits will be paid for by the Employer for a period of twenty-four (24) months following the commencement of WSIB coverage. (1999)(2024)

23.04 Benefits for Early Retirees

The Employer agrees to pay 100% of the premium cost for the following benefits to those employees retiring on or after December 20, 2004, who are eligible to receive a non-actuarially reduced OMERS pension; or any employee who has at least fifteen years of service, is 60 years of age, and who is eligible to receive an actuarially reduced OMERS pension. In either case, eligible to receive the pension means the pension will commence to be paid to the retiree effective the first day of the month following the month in which the employee retires.

- Drug Plan as per agreement (2016)
- Dental Plan as per agreement (2016)
- Vision Care as per agreement
- Semi-private hospitalization

The above plans will be administered by a vendor chosen by the Employer. (2016)

The specific criteria for eligibility are:

- The retiree may elect single or dependent coverage as applicable
- eligibility to participate in the Plan ceases at age 65 for any person insured

The retiree must enrol in the Plan at the time of retiring and must continue uninterrupted participation in order to be eligible to participate in the Plan. (2004)

23.05 Post-65 Employee Benefits

All active employees who work past the age of 65 years of age shall be afforded rights and benefits under the collective agreement with the amendment of the following:

- The Ontario Drug benefit Plan shall be considered the first payer for employees over the age of sixty-five (65), and the City shall reimburse the employee in a manner to be determined by the Library, up to the 2007 Ontario Drug Benefit deductible (\$100) upon proof of payment. (2007)(2020)

ARTICLE 24.00 GENERAL

24.01 Bulletin Boards

The Employer will provide one 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. (2004)(2013)(2024)

24.02 Technological Changes

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 **employees**, the **Employer** shall confer with the Union with a view to minimizing the **impact on employees**. Said

consultation shall contain all pertinent information and shall include, where **applicable**, required retraining information for the **employees** involved. In the event of the reduction of staff, the layoff of staff will be in accordance with article 14.00 "Layoffs and Recalls". (2013)(2016)(2024)

**24.03 Health and Safety Committee**

**A Health and Safety Committee will be appointed by the Chief Executive Officer comprising two (2) members of management and two (2) members of the Union that will be elected by the bargaining unit. The Committee shall have all powers as outlined in the Ontario Occupational Health and Safety Act. (2024)**

**ARTICLE 25.00 TERM OF AGREEMENT**

**25.01 Duration**

This Agreement shall be binding and remain in effect from **April 1, 2024 to March 31, 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 the 31st day of March in any year that it desires its termination and amendment. (2004)(2007)(2010)(2013)(2016)(2020)(2024)

**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. (1986)(2024)

**ARTICLE 27.00 TEMPORARY EMPLOYEES**

**27.01 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 and such requirements are not subject to job postings. Temporary positions whose known duration at the time of posting is greater than 60 days will be posted. When such persons are hired, the Employer will advise the Union in writing of the date of appointment and the duration. (2013)

The designation of a "temporary position" may be made for an initial period of a maximum of six (6) consecutive months. This period may be extended by a further five (5) 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. (1999)

A person appointed to a "temporary position" shall not be subject to the terms of the Collective Agreement. After a total of six (6) consecutive months service, an appointee to a "temporary position" shall be subject to the following terms:

- (a) checkoff of Union Dues;
- (b) overtime pay, in accordance with The Employment Standards Act. (1999)

For Sunday Staff and Security Guards, the initial period referred to in the second paragraph above shall be twelve (12) months with an extension of six (6) months and the third paragraph will be read as twelve (12) months service rather than six (6) months service. (1990)(2016)

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, LTD 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. (2010)(2013)

When a temporary employee has filled a temporary assignment for a period of one year or more, that temporary employee may not fill a subsequent temporary assignment for a period of three (3) months. (2013)

In the event that a Regular Part-time bargaining unit member is appointed to a temporary full time position they will remain a Part Time bargaining unit member for the duration of the temporary appointment, with the Hospital and Medical Insurance provided for in the collective agreement between the Markham Public Library Board and the Canadian Union of Public Employees Local 905 Markham Library-Full Time. This will be in effect for the duration of the temporary Full Time appointment. (2010)(2020)

## **ARTICLE 28.00 WEEKEND PART TIME EMPLOYEES**

### **28.01 Weekend Part Time Employees**

**The Employer may hire Weekend Part Time employees to work only weekend shifts. It is agreed that Articles 14, 15.02, 15.03, 15.04, 18, 19, 20.02, 20.03, 20.04, 20.06, 20.08, 20.10 and 23 will not apply to Weekend Part Time employees.**

**Weekend Part Time employees will be entitled to vacation in accordance with the *Employment Standards Act, 2000* and will receive their vacation pay on each pay cheque. Further, it is understood that Article 17.01 shall apply to Weekend Part Time employees except that they shall not be entitled to any floating holidays. In addition, Weekend Part Time employees will be entitled to a maximum of two (2) days bereavement in the case of the death of a relative listed in Article 20.02. (2024)**

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 905.6, Markham Library Unit, Part Time

Signed by: Catherine Biss  
25992721DA234B5...  
Catherine Biss

Signed by: Pauline Cheng  
4B8D726370D944E...  
Pauline Cheng

Signed by: Michelle Sawh  
31273F4607E044B...  
Michelle Sawh

Signed by: Archanaa Ramesh  
049007B06FA246B...  
Archanaa Ramesh

Signed by: Antonella Costa  
0E12B207FDC44D5...  
Antonella Costa

Signed by: Lorraine Wong  
54CDB041DE99C456...  
Lorraine Wong

Signed by: Megan Garza  
60D9502051F04CE...  
Megan Garza

Signed by: Danish Pakyam  
5A87F95A21924B5...  
Danish Pakyam

Signed by: Selena Mann  
B61CA10602054DF...  
Selena Mann

Signed by: Johanna Salutan  
6D78AE32C984E4...  
Johanna Salutan

**SCHEDULE A – SALARY SCALE**

**Library Agreement, April 1, 2024 to March 31, 2027**

**Wage Increases:**

April 1, 2024	3.75%
April 1, 2025	3.50%
April 1, 2026	3.00%

**APRIL 1, 2024 – MARCH 31, 2025**

GRADE	START	6 MOS	12 MOS	24 MOS	JOB TITLES
1	\$24.54	\$25.45	\$26.40	\$27.39	
2	\$25.28	\$26.22	\$27.20	\$28.22	Technical Services Clerk
3	\$26.01	\$27.05	\$28.13	\$29.26	Borrower Services Clerk
4	\$28.33	\$29.47	\$30.65	\$31.87	Technical Services Assistant
5	\$29.16	\$30.37	\$31.56	\$32.76	Library Services Associate
6	\$31.54	\$32.83	\$34.14	\$35.43	

**APRIL 1, 2025 – MARCH 31, 2026**

GRADE	START	6 MOS	12 MOS	24 MOS	JOB TITLES
1	\$25.40	\$26.34	\$27.33	\$28.35	
2	\$26.17	\$27.14	\$28.15	\$29.21	Technical Services Clerk
3	\$26.92	\$28.00	\$29.12	\$30.28	Borrower Services Clerk
4	\$29.33	\$30.50	\$31.72	\$32.99	Technical Services Assistant
5	\$30.18	\$31.43	\$32.66	\$33.91	Library Services Associate
6	\$32.64	\$33.98	\$35.34	\$36.67	

**APRIL 1, 2026 – MARCH 31, 2027**

GRADE	START	6 MOS	12 MOS	24 MOS	JOB TITLES
1	\$26.16	\$27.13	\$28.15	\$29.20	
2	\$26.95	\$27.96	\$29.00	\$30.09	Technical Services Clerk
3	\$27.73	\$28.84	\$29.99	\$31.19	Borrower Services Clerk
4	\$30.21	\$31.41	\$32.67	\$33.98	Technical Services Assistant
5	\$31.09	\$32.37	\$33.64	\$34.93	Library Services Associate
6	\$33.62	\$35.00	\$36.40	\$37.77	

**SCHEDULE C**

**Other Wages:**

**Community Librarian (PT) / Training Librarian (PT) / Systems Librarian (PT) / Virtual Services Librarian (PT)**

<b>DATE</b>	<b>START</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>24 MOS</b>
April 1, 2024	\$72,441	\$75,425	\$78,409	\$81,396
April 1, 2025	\$74,976	\$78,065	\$81,153	\$84,245
April 1, 2026	\$77,225	\$80,407	\$83,588	\$86,772

The Part-time Librarian rate will be the above figures divided by 1,820

**Branch Librarian (PT), Collection Development Strategist (PT):**

<b>DATE</b>	<b>START</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>24 MOS</b>
April 1, 2024	\$83,588	\$87,027	\$90,469	\$93,918
April 1, 2025	\$86,514	\$90,073	\$93,635	\$97,205
April 1, 2026	\$89,109	\$92,775	\$96,444	\$100,122

## LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.06 (Part Time),  
Markham Library Unit

And

The Markham Public Library Board

Should a member of the part-time bargaining unit become a member of the full-time bargaining unit, their seniority shall be calculated in accordance with Article 12.01, but their service in the part-time bargaining unit shall be pro-rated on the basis of 1,820 hours worked equals one year of seniority.

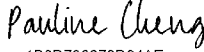
Seniority accrued while on vacation will be included in the calculation of seniority for the part-time employee. As well seniority will be accrued while the employee is on the following leaves:

- 20.01 - Leave for Union Business
- 20.04 - Bereavement
- 20.05 - Pallbearer's Leave
- 20.06 - Mourner's Leave
- 20.07 - Jury Duty or Court Witness Leave
- 20.08 - Personal Use Leave
- 20.09 - Pregnancy/Parental Leave
- 20.10 - Parent/Adoption Leave
- 20.12 - Education Leave
- 19.01 - Paid Sick Leave
- 19.02 - Family Illness
- 19.03 - Disabled Worker Provision (up to 12 months)

This provision becomes effective from ratification of the Collective Agreement which commences on April 1, 2016.

RENEWED AT MARKHAM THIS 8th DAY OF JANUARY, 2026.

Signed by:  
  
 \_\_\_\_\_  
25902721DA294D5...  
 For the Board – Catherine Biss

Signed by:  
  
 \_\_\_\_\_  
1B8D73E279D04AE...  
 For the Union – Pauline Cheng

## LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.06 (Part Time),  
Markham Library Unit

And

The Markham Public Library Board

The Employer agrees to continue its practice of not employing volunteers to perform any work normally performed by members of the bargaining unit.

RENEWED AT MARKHAM THIS 8th DAY OF JANUARY, 2026.

Signed by:

*Catherine Biss*

25902724DA204D6...

For the Board – Catherine Biss

Signed by:

*Pauline Cheng*

198073627084A5...

For the Union – Pauline Cheng

## LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.06 (Part Time),  
Markham Library Unit

And

The Markham Public Library Board

### CATALOGUING PREMIUM

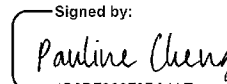
Having regard to the fact that upon occasion, during the course of cataloguing activities, an employee may be assigned by Library Management to catalogue non-Official Language Library materials, the Parties agree to the following:

1. A premium of \$0.50 per hour shall apply when an employee catalogues non-Official Language Library materials upon direction of Library Management;
2. The above-noted premium shall apply only to translation work done for periods of longer than one continuous hour, and shall not apply to incidental or *ad hoc* translation work.

RENEWED AT MARKHAM THIS 8th DAY OF JANUARY, 2026.

Signed by:  
  
 \_\_\_\_\_  
25982721DA294D5...

For the Board – Catherine Biss

Signed by:  
  
 \_\_\_\_\_  
4B8D738276D94AE...

For the Union – Pauline Cheng

## LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.06 (Part Time),  
Markham Library Unit

And

The Markham Public Library Board

### Amendments to Schedule A and Schedule C

It is recognized that at any time jobs listed in Schedule A of the collective agreement may be influenced by external market factors.

Therefore during the life of the collective agreement, either party may seek to enter into discussions to move a Schedule A job to Schedule C, or to address a job already in Schedule C, and suggest amendments to the rate of pay.

Adjustments will be mutually agreed upon. In the absence of agreement the rates as prescribed in Schedules A and C respectively will continue to apply.

RENEWED AT MARKHAM THIS 8th DAY OF JANUARY, 2026.

Signed by:  
*Catherine Biss*  
25092721DA204DE...

For the Board – Catherine Biss

Signed by:  
*Pauline Cheng*  
198E738276D84AE...

For the Union – Pauline Cheng

## LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.06 (Part Time),  
Markham Library Unit

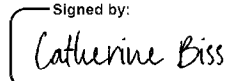
And

The Markham Public Library Board

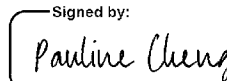
### Locations of Security Cameras

The Library agrees to post an up to date list of locations of security cameras within each Markham Public Library Branch.

RENEWED AT MARKHAM THIS 8th DAY OF JANUARY, 2026.

Signed by:  
  
25902721DA294D5

For the Board – Catherine Biss

Signed by:  
  
4B8D736270D84AE...

For the Union – Pauline Cheng

## LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.06 (Part Time),  
Markham Library Unit

And

The Markham Public Library Board

### Sunday Flexible Work Arrangements

On an annual basis, coincident with the anniversary of the collective agreement, the Library shall request expressions of interest from employees to work on Sundays or have an earlier Sunday starting time.

Standard forms shall be provided.

Expressions of interest shall be valid for a period of one year only. Where, as determined by the Library, more requests are made than operational requirements can accommodate, seniority shall govern.

In circumstances where insufficient expressions of interest are received, and the number of post-December 20, 2004 hires exceed operational requirements, non-grand-parented employees shall be scheduled in reverse order of seniority within the branch on a rotating basis.

RENEWED AT MARKHAM THIS 8th DAY OF JANUARY, 2026.

Signed by:  
*Catherine Biss*  
23902721DA294D5...

For the Board – Catherine Biss

Signed by:  
*Pauline Cheng*  
4B0D700270D04ME...

For the Union – Pauline Cheng

## LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.06 (Part Time),  
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.

**RENEWED AT MARKHAM THIS** 8th **DAY OF** JANUARY, 2026.

Signed by:  
  
26002731D-A204D5...

For the Board – Catherine Biss

Signed by:  
  
198D736279D84A5...

For the Union – Pauline Cheng

## LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.06 (Part Time),  
Markham Library Unit

And

The Markham Public Library Board

### Union Leave

**The parties agree that for the life of this Collective Agreement, any Union leave days taken in accordance with Article 20.01(a) of the Collective Agreement by the Unit Chair, will not count towards the cumulative total set out in Article 20.01(a).**

DATED AT MARKHAM THIS 8th DAY OF JANUARY, 2026.

Signed by:

*Catherine Biss*

25002721DA204D5...

For the Board – Catherine Biss

Signed by:

*Pauline Cheng*

1B8D738270D84AE...

For the Union – Pauline Cheng

## LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.06 (Part Time),  
Markham Library Unit

And

The Markham Public Library Board

### Working Alone

**The Parties agree that within ninety (90) days of ratification, they will meet to discuss a draft policy which will also be presented to the JHSC for discussion and review.**

DATED AT MARKHAM THIS 8th DAY OF JANUARY, 2026.

Signed by:  
  
25082724DA294D6...

For the Board – Catherine Biss

Signed by:  
  
480D700276D04AE...

For the Union – Pauline Cheng

## LETTER OF UNDERSTANDING

The Canadian Union of Public Employees, Local 905.06 (Part Time),  
Markham Library Unit

And

The Markham Public Library Board

### Scheduling

**WHEREAS** the Markham Public Library and CUPE Locals 905.05 and 905.06 (The "Parties") ratified a Collective Agreement which is effective April 1, 2024 to March 31, 2027;

**AND WHEREAS** the Parties have met to discuss a trial scheduling process;

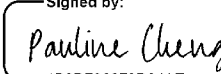
**NOW THEREFORE** the Parties agree, on a without prejudice or precedent basis, and in this instance only and not intended to alter the Collective Agreement, to a trial with the following conditions and implementation as set out in the letter of understanding;

1. Part Time employees will maintain a minimum availability of sixteen (16) shifts every two (2) weeks, including a minimum of four (4) evening shifts, one (1) Saturday shift and one (1) Sunday shift (except for those employees with legacy status). It is understood that part time employees will not be scheduled for all shifts for which they are available.
2. The Employer will canvass full time and part time employees for their availability twice per calendar year (in February and August). In extraordinary circumstances, an employee may modify their availability outside of this process, upon obtaining permission from the CEO or their designate, subject to operational needs such requests will not be unreasonably denied.
3. The Employer will schedule employees based on their availability. However, if there are insufficient employees available for a particular shift the Employer shall have the right to schedule employees as required to meet operational needs. In these circumstances, employees will be scheduled in reverse seniority order (within the branch) based on the classification required and the staffing needs of the specific branch. In such cases, the employee will be provided with at least two (2) weeks advance notice of the schedule change, however the Employer will endeavour to provide the employee with as much as notice as practicable.
4. Part time employees will be given the opportunity to work every Sunday. The additional alternating Sunday will be considered an extra shift and will not be considered towards the maximum of twenty-four (24) hours per week that part time employees may be regularly scheduled. Part time employees who choose to work every Sunday are required to commit to doing so for one (1) year. If more part time employees indicate an interest in working every Sunday than the Employer requires, the Employer will schedule employees in seniority order (within the branch), having regard to the classification required and the staffing needs of the branch.

5. When additional shifts become available at least two (2) business days in advance, the Employer will canvass bargaining unit members in the same classification first within the branch and then, if necessary, across the system. The shift will be given to the first employee to respond.
6. The Parties agree that the staff will adopt the scheduling process effective within sixty (60) days of ratification of this collective agreement. The Parties further agree to review this scheduling process prior to the expiration of this Collective Agreement.
7. The Parties will formally seek feedback from participants prior to the conclusion of this agreement and discuss potential changes and/or renewal.
8. The Parties will not file or accept any grievance(s) with respect to the implementation of this Letter of Understanding, except to enforce the terms of this agreement.

DATED AT MARKHAM THIS 8th DAY OF JANUARY, 2026.

Signed by:  
  
\_\_\_\_\_  
25992721DA294D5...  
For the Board – Catherine Biss

Signed by:  
  
\_\_\_\_\_  
1B6D790279D04AE...  
For the Union – Pauline Cheng