



MARKHAM PUBLIC LIBRARY

Collective Agreement

Pages

Effective December 17, 2018

1.00	Preamble	1
1.01	Preamble	1
2.00	Management Rights	1
2.01	Respect to management rights	1
2.02	Exercise of management rights	2
3.00	Recognition	2
3.01	Bargaining Unit	2
3.02	No Other Agreements	2
3.03	Relationship	2
4.00	No Discriminations	2
4.01	Neither Employer nor Union Shall Discriminate	2
5.00	Check-Off Of Union Dues	2
5.01	Check-off Payments	2
5.02	Employer Indemnity	3
5.03	Dues Receipts	3
6.00	New Employees	3
6.01	Acquainting New Employees	3
6.02	Orientation	3
7.00	Correspondence	3
7.01	Correspondence	3
8.00	Bargaining Relations	4
8.01	Representation	4
8.02	Union Bargaining Committee	4

8.03	Representative of Canadian Union and the Employer	4
8.04	Copies of Resolutions and Reports	4
8.05	Time Off for Meeting	4
9.00	Grievance Procedure	4
9.01	Recognition of Union Stewards	4
9.02	Permission to Leave Work	5
9.03	Settling of Grievances	5
9.04	Policy and Group Grievances	6
9.05	Replies in Writing	6
9.06	Amending of Time Limits	6
9.07	Management Grievances	6
10.00	Arbitration	6
10.01	Selecting an Arbitrator	6
10.02	Failure to Select	7
10.03	Decision of the Arbitrator	7
10.04	Expenses of the Arbitrator	7
11.00	Discharge, Suspension and Discipline	7
11.01	Discharge and Discipline Procedure	7
11.02	May Omit Grievance Steps	7
11.03	Removal of Disciplinary Documentation	7
12.00	Seniority	8
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
13.00	Transfers and Postings	9
13.01	Voluntary Transfer Process	9
13.02	Job Postings	9
13.03	Information in Postings	9
13.04	Filling Positions	9
13.05	Frequent Job Bids	10
13.06	Transfer Defined	10
13.07	Notification to Employee and Union	10
13.08	Trial Period	10
14.00	Layoffs and Recall	10
14.01	Layoff Procedure	10

14.02	Recall Procedure	10
14.03	Notice of Layoff	11
14.04	Grievances on Layoffs and Recall	11
14.05	Temporary Work for Laid Off Employees	11
15.00	Hours of Work	11
15.01	Work Day	11
15.02	Work Week	12
15.03	Additional Shifts	12
15.04	Posting of Schedules	12
15.05	Duty to Report	13
15.06	Paid Rest Period	13
16.00	Overtime	13
16.01	Overtime Defined	13
16.02	Call Back	13
17.00	Paid Holidays	13
17.01	Paid Holidays	13
18.00	Vacations	14
18.01	Length of Vacation	14
18.02	Preference in Vacation	14
19.00	Sick Leave	14
19.01	Sick Leave	14
20.00	Leaves of Absence	15
20.01	Bereavement Leave	15
20.02	Paid Jury Duty or Crown Witness Leave	15
21.00	Payment of Wages and Allowances	15
21.01	Pay Day	15
21.02	Rate of Pay on Promotion or Reclassification	15
21.03	Pay on Temporary Transfer or Permanent Reclassification	15
21.04	Mileage Allowance	16
22.00	General	16
22.01	Bulletin Boards	16
23.00	Term of Agreement	16
23.01	Duration	16
23.02	Changes in Agreement	16

24.00 Technological Change	16
24.01 Technological Change	16
25.00 Temporary Employees	16
25.01 Temporary Employees	16
26.00 No Strikes or Lockouts	17
26.00 No Strikes or Lockouts	17
27.00 Rates of Pay	17
Schedule A	17
Signatures	18
Letter of Understanding:	19
Pension During Pregnancy / Parental Leave	19
Letter of Understanding:	20
Use of Volunteers	20

THIS AGREEMENT entered into this 30th day of November, 2018.

BETWEEN:

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

OF THE FIRST PART

and

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

OF THE SECOND PART

ARTICLE 1.00 PREAMBLE

1.01 Preamble

It is the purpose of both parties to this Agreement:

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

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

ARTICLE 2.00 MANAGEMENT RIGHTS

2.01 Respect to Management Rights

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

- (a) maintain order and efficiency;
- (b) hire, promote, demote, transfer, set work schedules, assign employees to work in branches where needed, to determine the number of hours of work required of any employee, suspend and rehire employees, and to discipline or discharge any

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

2.02 Exercise of Management Rights

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

ARTICLE 3.00 RECOGNITION

3.01 Bargaining Unit

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

3.02 No Other Agreements

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

3.03 Relationship

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

ARTICLE 4.00 NO DISCRIMINATION

4.01 Neither Employer nor Union Shall Discriminate

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

ARTICLE 5.00 CHECK-OFF OF UNION DUES

5.01 Check-off Payments

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

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

5.02 Employer Indemnity

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

5.03 Dues Receipts

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

ARTICLE 6.00 NEW EMPLOYEES

6.01 Acquainting New Employees

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

6.02 Orientation

A representative of the Union shall be given an opportunity to meet with each new employee within regular working hours without loss of pay, for a maximum of fifteen (15) minutes during the first thirty (30) days of employment for the purpose of acquainting the new employee with benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

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

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 Markham Library Unit Chair of CUPE Local 905 or a Library representative as designated by the Union.

ARTICLE 8.00 BARGAINING RELATIONS

8.01 Representation

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

8.02 Union Bargaining Committee

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

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

8.03 Representative of Canadian Union 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.

8.04 Copies of Resolutions and Reports

Copies of all public minutes adopted by the Library Board at monthly meetings which affect the members of this Union are to be:

- (a) forwarded to the Chair, CUPE Local 905 Markham Library Unit,
and
- (b) posted on all bulletin boards.

8.05 Time Off for Meeting

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

ARTICLE 9.00 GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards

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

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

The Union undertakes to secure from its officers, stewards and members, their co-operation with the Employer and with all persons representing the Employer in a supervisory capacity.

9.02 Permission to Leave Work

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

In accordance with this understanding, stewards dealing with employees' grievances during their regular hours of work shall not suffer any loss of pay. Stewards dealing with such matters outside of their regular working hours will not be compensated

9.03 Settling of Grievances

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

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

STEP NO. 1

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

STEP NO. 2

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

STEP NO. 3

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

9.04 Policy and Group Grievances

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

9.05 Replies in Writing

Replies to grievances shall be in writing at all stages.

9.06 Amending of Time Limits

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

9.07 Management Grievances

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

ARTICLE 10.00 ARBITRATION

10.01 Selecting an Arbitrator

After the grievance procedure has been exhausted, if either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the agreement, suggesting a person or 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.

10.02 Failure to Select

The parties shall have thirty (30) calendar days in which to agree upon an Arbitrator, failing which the Minister of Labour of the Province of Ontario will be asked to appoint an Arbitrator.

10.03 Decision of the Arbitrator

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

10.04 Expenses of the Arbitrator

The parties will jointly bear the expenses of the Arbitrator.

ARTICLE 11.00 DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Discharge and Discipline Procedure

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

11.02 May Omit Grievance Steps

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

11.03 Removal of Disciplinary Documentation

The employer agrees to remove from the employee's record any disciplinary documentation after twenty-four (24) calendar months following the date of the documented discipline when the employee has made a request in writing of the Chief Executive Officer, that said disciplinary documentation be removed from his/her personnel file. 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.

Any discipline which is on an employee's file as of the date of ratification of this Agreement will also be subject to the above sunset provision commencing from the date of issuance of such discipline.

ARTICLE 12.00 SENIORITY

12.01 Seniority Defined

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

Should a member of the Full Time or Part Time bargaining unit become a member of the Pages bargaining unit, their seniority shall be brought into the Pages bargaining unit as it was calculated in the Full Time or Part Time bargaining unit.

12.02 Seniority List

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

12.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for the first six (6) months of employment and the first 450 hours worked. During the probationary period, the employee shall not be entitled to any rights and benefits outlined in this Agreement. After completion of the probationary period, seniority shall be effective from the most recent date of hire. The release of a probationary employee shall be at the sole discretion of the Employer. It is agreed that no grievances will be filed by or on behalf of any probationary employee.

12.04 Loss of Seniority

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

- (a) Voluntarily quit their employment with the Employer;
- (b) Are discharged and are not reinstated through the grievance procedure or arbitration;
- (c) Are off the payroll for a continuous period of twelve (12) months;
- (d) Fail to report for work within ten (10) calendar days after being notified of recall from layoff by the Employer;
- (e) Fail to return to work upon termination of authorized leave of absence, unless notification in writing has been communicated to and approved by the Employer. Such notice of extension shall only be for a satisfactory reason;
- (f) Accept gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing;
- (g) Are absent from work without a reason satisfactory to the Employer for three (3) or more shifts;
- (h) Use an approved Leave from work for a purpose other than that for which the Leave was granted.

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 is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If they return to a position within the bargaining unit, they shall continue to accumulate seniority from the date they assume such position which shall be added to their previous seniority.

ARTICLE 13.00 TRANSFERS AND POSTINGS

13.01 Voluntary Transfer Process

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

13.02 Job Postings

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

13.03 Information in Postings

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

13.04 Filling Positions

The applicant with highest seniority will be awarded the position. If the posting process does not produce a suitable applicant, the Employer may fill the position by transfer or assignment of an employee or by external hire. Only the original vacancy will be posted and not any vacancies resulting from the filling of the original position.

13.05 Frequent Job Bids

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

13.06 Transfer Defined

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

13.07 Notification to Employee and Union

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

13.08 Trial Period

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

In the event that the employee is found to be unsuitable (i.e. non-disciplinary) in the posted position, or if the employee elects to return as a Page within the timeframe of the trial period, they shall be given a job in this bargaining unit in their former location and schedule.

ARTICLE 14.00 LAYOFFS AND RECALL

14.01 Layoff Procedure

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

14.02 Recall Procedure

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

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

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

14.03 Notice of Layoff

Notice of layoff shall be given to employees in accordance with the provisions of the Employment Standards Act.

14.04 Grievances on Layoffs and Recall

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

14.05 Temporary Work for Laid Off Employees

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

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

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

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

ARTICLE 15.00 HOURS OF WORK

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

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

15.01 Work Day

The normal work day for all employees shall consist of not more than seven (7) hours per day and not less than three (3) hours per day over an elapsed time of not more than

eight (8) hours. Shifts of greater than five (5) hours will include a meal break of between one half hour and one hour as determined by Management. 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 by mutual agreement of the parties.

15.02 Work Week

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

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

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

15.03 Additional Shifts

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

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

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

15.04 Posting of Schedules

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

15.05 Duty to Report

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

15.06 Paid Rest Period

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

ARTICLE 16.00 OVERTIME

16.01 Overtime Defined

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

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

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

16.02 Call Back

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

ARTICLE 17.00 PAID HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as holidays:

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

Pay for employees who qualify shall be subject to the terms of the Employment Standards Act.

ARTICLE 18.00 VACATIONS

18.01 Length of Vacation

- (A) Prior to the completion of one year of unbroken service vacation will be granted in accordance with the Ontario Employment Standards Act.
- (B) An employee shall receive two (2) weeks' vacation with pay after one year of unbroken service with pay calculated at 4% based on their annual earnings.
- (C) An employee shall receive three (3) weeks' vacation with pay after three years of unbroken service with pay calculated at 6% based on their annual earnings.
- (D) An employee shall receive four (4) weeks' vacation with pay after eight years of unbroken service with pay calculated at 8% based on their annual earnings.

* Note: This provision shall be effective for the 2019 vacation year.

18.02 Preference in Vacation

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

The approval of all vacation requests is subject to operational requirements and is at the sole discretion of Management.

ARTICLE 19.00 SICK LEAVE

- 19.01 Pages with less than six (6) consecutive months of employment are not entitled to Sick Leave accrual. After completion of six (6) consecutive months of continuous employment, Pages will commence a sick leave bank as follows:

Beginning January 01, 2019, Pages will accrue a two (2) hour sick leave credit for each 60 hours worked. The sick leave credit will accrue to a maximum of twenty-eight (28) hours in total. No Page shall receive any payment because of unused sick leave credits.

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

After the fourth (4th) absence period in any one year, the employee will not be paid for any subsequent absences, unless a certificate from a qualified medical practitioner (O.M.A.) or dental surgeon (D.D.S.) is provided for absences as described below. This procedure will continue for the remainder of the year.

An employee may be required to produce a certificate signed by a qualified practitioner (O.M.A.) or dental surgeon (D.D.S.) for any absence due to illness, injury or dental work beyond a check-up.

ARTICLE 20.00 LEAVES OF ABSENCE

20.01 Bereavement Leave

If requested by an employee, they will not be scheduled to work for up to five (5) consecutive calendar days commencing the day following the date of death without loss of pay in the case of death of the employee's parent, spouse, common-law spouse, child, or sibling. In the event of the death of an employee's grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, or brother-in-law, the employee will not be scheduled to work for the three (3) consecutive calendar days immediately following the date of death without loss of pay for scheduled hours.

20.02 Paid Jury Leave or Crown Witness Leave

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

ARTICLE 21.00 PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Day

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

21.02 Rate of Pay on Promotion or Reclassification

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

21.03 Pay on Temporary Transfer or Permanent Reclassification

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

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

21.04 Mileage Allowance

The mileage rate paid to an employee using their own automobile for the Employer's business shall be at the current rate of cents per kilometer paid by the City of Markham. No mileage is payable to an employee who drives from home to work or back home from work.

ARTICLE 22.00 GENERAL

22.01 Bulletin Boards

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

ARTICLE 23.00 TERM OF AGREEMENT

23.01 Duration

This Agreement shall be binding and remain in effect from December 17, 2018 to June 30, 2022 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to June 30, 2022 that it desires its termination and amendment.

23.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 24.00 TECHNOLOGICAL CHANGE

24.01 In the event that the Library intends to implement a change in technology which will have a material negative impact on the employment of Pages, the Library shall confer with the Union at least thirty (30) calendar days prior to the implementation of such change. Such consultation will include any required retraining information if applicable.

In the event of a reduction of staff, the layoff of staff will be in accordance with Article 14.00.

ARTICLE 25.00 TEMPORARY EMPLOYEES

25.01 Temporary Employees

It is agreed that from time to time, the Employer may find it necessary to hire temporary employees in order to cover peak work periods or extended absences or special projects and to provide relief when permanent employees are on vacation.

Such persons will be compensated at the minimum wage. When such persons are hired, the Employer will advise the Union in writing of the reason for such appointment, date of appointment and the duration. This agreement may be terminated upon two (2) weeks' notice, in writing, by either the temporary employee or the Employer.

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

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

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

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

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, picketing, slowdown or stoppage of work, either complete or partial and the Employer agrees that there will be no lockouts.

ARTICLE 27.00 RATES OF PAY

Schedule A: Wages

Pages under 18 years of age:

Date of Ratification - \$13.15/hour

January 1, 2019 - \$13.40/hour

January 1, 2020 - \$13.65/hour

June 1, 2021 - \$13.90/hour

All Other Pages:

Date of Ratification - \$14.00/hour

January 1, 2019 - \$14.25/hour

January 1, 2020 - \$14.50/hour

June 1, 2021 - \$14.75/hour

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 10 day of April, 2019.

FOR MARKHAM PUBLIC LIBRARY BOARD

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



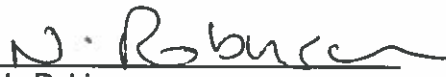
Catherine Biss



Krista Tallis



Larry Pogue



Nicola Robinson



Michelle Sawh



Gordon Ma



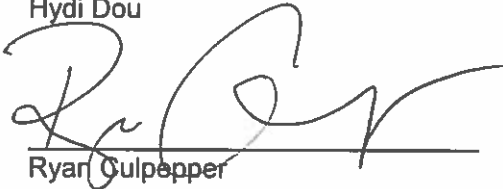
Antonella Costa



Hydi Dou



Megan Garza



Ryan Culpepper

LETTER OF UNDERSTANDING

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

And

The Markham Public Library Board

PENSION DURING PREGNANCY/PARENTAL LEAVE

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

PENSION PLAN CHOICE


Choose one option:

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


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

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

DATED AT MARKHAM THIS 29TH DAY OF NOVEMBER, 2018



For the Board



For the Union

LETTER OF UNDERSTANDING

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

And

The Markham Public Library Board

USE OF VOLUNTEERS

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

DATED AT MARKHAM THIS 29TH DAY OF NOVEMBER, 2018



For the Board



For the Union