

2022

MEMORANDUM OF AGREEMENT

between the

CITY OF PORT MOODY  
(INSIDE)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) 825

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CITY OF PORT MOODY (hereinafter called “the Employer”), AGREE TO RECOMMEND TO THE CITY OF PORT MOODY’S COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CUPE 825 (hereinafter called “the Union”), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the “new Collective Agreement”), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2020 - 2021 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreement shall be for three (3) years from 2022 January 01 to 2024 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

**3. General Wage Increase(s)**

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2022 January 01, all hourly rates of pay that were in effect on 2021 December 31<sup>st</sup> shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31<sup>st</sup> shall be increased by four point five percent (4.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31<sup>st</sup> shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

**4. Inflationary Support and Recognition Payment**

The Employer and the Union agree to a one-time inflationary support payment of three- and one-half percent (3.5%) of their new 2022 regular base earnings (less applicable statutory deductions), for all City Employees who are employed on November 15, 2023.

In recognition of employees, the Employer and the Union agree to an additional one-time support payment of one percent (1.00%) of their new 2022 regular base earnings (less applicable statutory deduction) for all City Employees who are employed on November 15, 2023.

The Inflationary Support and Recognition Payment will be due and paid as soon as possible after January 1, 2024.

**5. Article 4 – Employee Definitions**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4 - Employee Definitions to read as follows:

A Regular Full-Time Employee is an employee who is employed on a full-time basis of thirty-five (35) hours per week for an indefinite period of time.

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

A Temporary Full-Time Employee is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

\*A Temporary Part-Time Employee is an employee who is employed on a temporary part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

Where Temporary Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

An Auxiliary Employee is any other employee. (For terms and conditions of employment, see Schedule "C".)

*\* The addition of this definition and how it impact other Articles within the Collective Agreement is outlined in Appendix A.*

**6. Article 8, Overtime and Call Out, Section 3: Payout of Overtime**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8 - Overtime and Call Out, Section 3: Payout of Overtime to read as follows:

"Section 3: Payout of Overtime

It is agreed that overtime shall be paid monthly, provided however, that where there is mutual agreement between the City Manager and the employee, such overtime may be granted as time off to a maximum of one hundred and five (105) hours, in any one (1) year in lieu of cash. All compensating time off credited during a particular calendar year but which has not been granted to an employee by December 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked."

**7. Article 8 - Overtime and Call Out, Section 9: Standby NEW**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add to Article 8 - Overtime and Callout, Section 9: Standby to read as follows:

"Section 9: Standby NEW

- (a) Employees who standby between the end of the normal day shift on the first day of work in a week (excluding statutory holidays) until the beginning of normal day shift on the last day of work in a week shall be paid one (1) hour's pay for each period of eight (8) hours standing-by, in addition to callout pay as earned;
- (b) For all standby on statutory holidays, and weekends, one (1) hour's pay for each period of six (6) hours standing by, in addition to callout pay as earned.
- (c) Where a period of standby exceeds an exact multiple of six (6) or eight (8) hours as the case may be, the balance shall be paid as follows:
  - i. one-half (½) hour standby pay for period of half or less than half of the full period;

- ii. one (1) hour standby pay for period of more than half of the full period;
- (d) All standby will be paid at the employee's regular rate of pay."

**8. Article 9 – Vacations, Section 2: Supplementary Vacation**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 9 – Vacations, Section 2: Supplementary Vacation to read as follows:

"Section 2: Supplementary Vacation

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Section 1 aforementioned:

- (a) Each employee upon commencing the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st) or forty-sixth (46th) calendar year of service, shall thereupon become entitled to five (5) working days of supplementary vacation. An explanatory table is attached as Schedule "B".
- (b) It being understood between the parties that each employee shall become entitled to such supplementary vacation under this Section 2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain such supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies
- (c) Effective January 28, 2022, Regular Full-Time (RFT) employees within the CUPE Inside bargaining unit who commenced their employment as:
  - (1) A Temporary Full-Time (TFT) employee, will receive supplementary vacation based on their TFT hire date, provided that they have been continuously employed by the Employer as a TFT employee.

*Although not to be included in the Collective Agreement, the Employer and Union agree that this allotment will be provided after January 28, 2022, and there will be no retroactive supplementary vacation pay or allotment.*

- (d) Effective January 1, 2023, Regular Full-Time (RFT) employees within the CUPE Inside bargaining unit who commenced their employment as:
  - (1) A Regular part-time (RPT) employee, will receive their supplementary vacation based on full time equivalency (1826 hours), provided that they have been continuously employed by the Employer as a RPT employee.

*Although not to be included in the Collective Agreement, the Employer and Union agree that this allotment will be provided after January 1, 2023, and there will be no retroactive supplementary vacation pay or allotment.”*

**9. Article 10 - General Holidays, Section 1: Listing of General Holidays**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10 - General Holidays, Section 1: Listing of General Holidays to read as follows:

“Section 1: Listing of General Holidays

- (a) All employees who have completed one (1) month's continuous service, and who have been in receipt of pay on either the workday immediately preceding or the workday immediately following the public holiday, shall be paid at the regular rate of pay for the following General Holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day declared to be a Public or Civic Holiday by the City Council. Such payment shall be made irrespective of whether or not such General Holiday occurs during such employees' regular work week, except as otherwise stated in the Collective Agreement.

- (b) Where a General Holiday or a public holiday declared by the City Council occurs while an employee is on annual holiday, extra days in lieu of such holiday shall be granted.
- (c) If a holiday falls on a Saturday or Sunday, the following Monday shall be declared a holiday.”

**10. Article 11 - Benefits**

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend the Extended Health Care Plan as follows:

“Section 2: Medical, Extended Health and Dental

- (a) All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and all Temporary Full-Time Employees shall, effective the first day of the month following three (3) months

of continuous service, be entitled to apply for coverage under the Medical Services Plan and the Extended Health Care Plan subject to being eligible for coverage under the rules of the Medical Services Plan and the Extended Health Care Plan.

The Extended Health Care Plan has an annual deductible of one hundred dollars (\$100.00), a lifetime maximum of five million dollars (\$5,000,000) per person, and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- (1) eye exams to a maximum payable of one hundred and twenty five dollars (\$125.00) per person every twenty-four (24) months;
- (2) vision care to a maximum payable of six hundred dollars (\$600.00) per person in a twenty-four (24) month period;
- (3) hearing aids to a maximum payable of two thousand dollars (\$2000.00) per person in a five (5) calendar year period;
- (4) orthopedic shoes to a maximum payable of four hundred dollars (\$400.00) for adults/two hundred dollars (\$200.00) for children in a calendar year and orthotics to a maximum payable of three hundred dollars (\$300.00) every five (5) years;
- (5) chiropractor and naturopath services to a combined maximum of five hundred dollars (\$500.00) per person per calendar year;
- (6) physiotherapist and massage practitioner services to a combined maximum of one thousand dollars (\$1000.00) per person per calendar year;
- (7) podiatrist services to a maximum of five hundred dollars (\$500.00) per person per calendar year;
- (8) acupuncture treatments to a maximum of two hundred dollars (\$200.00) per person per calendar year;
- (9) psychological services including registered clinical counsellors to a combined maximum payable of eight hundred (\$800) per person per calendar year period;
- (10) speech Pathologist/therapist to a maximum payable of one thousand (\$1000) per person per calendar year period.

all subject to the provisions of the Plan.

- (b) All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and all new Temporary Full-Time Employees shall, effective the first day of the month following twelve (12) months of continuous service, be entitled to apply for coverage under the Dental Plan subject to being eligible for coverage under the rules of the Dental Plan.

The coverage under the Dental Plan is as follows:

Plan "A" - one hundred percent (100%) Basic Dentistry

Plan "B" - fifty percent (50%) Prosthetic Appliances (dentures), Crown and Bridge work

Plan "C" - fifty percent (50%) Orthodontics to lifetime maximum of three thousand dollars (\$3,000) (per adult and dependent child as defined by the Plan).

- (c) The Employer shall pay one hundred percent (100%) of the premiums for Medical and Extended Health Care.

The Employer shall pay eighty percent (80%) of the premiums for Dental, and the employees shall pay twenty percent (20%) of the premiums for such plan.

- (d) Employees who retire on the Municipal Pension Plan may elect to continue coverage under the Extended Health Care and Dental Plans for two (2) months following retirement provided they make arrangements to continue to pay their share of the monthly premiums."

**11. Article 14 - Leaves of Absence, Section 1: Maternity and Parental Leave, (c) Return to Work**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 14 - Leaves of Absence, Section 1: Maternity and Parental Leave, (c) to read as follows:

“(c) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. “

**12. Article 15 – Posting and Promotions, Section 1: Posting of Vacancies**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 15 – Postings and Promotions, Section 1: Posting of Vacancies to read as follows:

“Section 1: Posting Vacancies

It is agreed that before filling any position within the scope of the Agreement which may have a duration of four (4) months or more, shall be posted electronically and will be accessible to all employees who may be affected or interested therein, for a period of seven (7). Such posting to contain the following information:

Nature of position, required ability, and wage rate.

The Employer agrees to forward a copy of such postings to the Union and to advise the Union of the name or names of the successful applicant(s).

All staff vacancies and new positions shall be posted for at least seven (7) clear days and all employees shall be permitted to apply.”

**13. Article 19 – Job Evaluation, Section 3**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 19 - Job Evaluation, Section: 3 to read as follows:

“Section 3: Job Evaluation Procedure for New Jobs

Where the Employer establishes a new job, the following procedure shall apply:

- (a) The Employer shall draft a description for the job.
- (b) The Standing Committee shall meet and establish a temporary pay grade for the job from the draft job description.
- (c) The Union and the Employer each have opportunity to appeal the rating of a new job based on the agreed upon appeal criteria.
- (d) Within eighteen (18) months from the employee being appointed to the job, the incumbent and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the draft job description to the Standing Committee. The Standing Committee shall finalize the job description and rate the job according to the Job Evaluation Plan.
- (e) If the pay grade increases as a result of the review, such increase shall be retroactive to three (3) months from the date of hire of the incumbent; if the pay grade decreases a result of the review, the incumbent shall receive full red-circling protection for the duration of his or her tenure in the job.



- (f) If a questionnaire is not submitted to the Standing Committee within eighteen (18) months of the date of hire of incumbent, the temporary pay grade will be confirmed as the established pay grade for the job.”

*\*Not to be included in the collective agreement - As of the date of ratification, for an employee who is currently in a temporary rating and has not submitted a questionnaire, will have twelve months from date of ratification to complete their questionnaire. If no questionnaire is submitted after twelve (12) months, the existing rating will be considered final.*

**14. Article 19 – Job Evaluation, Section 7 - Market Adjustment**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 19 – Job Evaluation, Section 7 - Market Adjustment, to read as follows:

“Section 7: Market Adjustment

From time to time, the Employer may require the flexibility to adjust the rate for specific positions in accordance with market pressures. Where a position has been identified by the Employer as being behind market and/or such a position has been difficult to recruit for or retain employees in, the Employer may increase the rate of pay for the position.

- (a) the adjustment in the rate of pay will be temporary and will be reviewed annually;
- (b) if the position is found to be above market as a result of the annual review, the rate of pay will return to the original job evaluation amount;
- (c) the adjustment is for the position rather than a specific incumbent and will apply to existing incumbents, not just the new hires recruited under the temporary rate of pay;
- (d) all other conditions, such as negotiated increases, will continue to apply.”

**15. Article 21 – General Conditions, Section 2 Vehicle Mileage Rate**

*Although not to be included in the Collective Agreement, the Employer and Union agree to form a committee with the goal of reducing the requirement for personal vehicles to be used for City business.*

*The committee will commence discussions within six (6) months of ratification of this Memorandum of Agreement.*

**16. Article 21 – General Conditions, Section 6: Sexual Harassment**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 21 - General Conditions, Section 6: Sexual Harassment to read as follows:

“Article 21 – General Conditions, Section 6 - Respectful Workplace

The Employer and the Union agree that all forms of bullying, harassment, and/or discrimination are unacceptable and will not be tolerated. A workplace free of bullying, harassment, and/or discrimination is supported by Employer policies which all employees will be made aware of and provided education on.”

**17. Article 21 – General Conditions, Section 8: Safety Footwear Allowance NEW**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 21, General Conditions, Section 8: Safety Footwear Allowance to read as follows:

“Article 21 – General Conditions, Section 8: Safety Footwear Allowance NEW

Regular Full-Time and Regular Part-Time Employees, who are required to wear safety footwear in accordance with WorkSafeBC regulations, will be reimbursed to a maximum of one hundred and fifty dollars (\$150) every twenty-four (24) months upon providing a receipt.”

**18. Schedule B**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to include the Corporate Business Analyst to Schedule B.

**19. Schedule E**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Schedule E.

**20. Schedule H**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to update Schedule H, number 10 and 20 to read as follows:

- “10. The additional one-half (½) hour regular time worked, above seven (7) hours, will be recorded in a compressed hours bank and compressed hours will be drawn from the bank based on an employee’s current rate of pay. In the event that due to an employee taking sick leave, WCB, statutory holidays or vacation time in a three (3) week period and there is insufficient "compressed" hours accumulated in the bank to provide for a full seven (7) hour "compressed" day,

employees will be allowed to defer their compressed day and reschedule it within the same or following 5-5-4 compressed cycle. Taking any "compressed" time may be declined by the employee for the cycle. provided the employee's supervisor has been advised of the employee's wish to cancel. Alternatively, the scheduled compressed day may be taken with any deficit hours to be drawn first from an employee's vacation credits, secondly, from banked overtime, or lastly will be processed as leave of absence without pay for the deficit hours. Note: deficit hours taken without pay are not eligible as pensionable service.

The maximum allowable "compressed" hours in an employee's bank cannot exceed twenty one (21) hours. Maximum allowable banked hours per day will be one (1) hour. Maximum allowable banked hours per week will be four (4) hours.

20. Delete"

**21. Schedule "I" – Letters of Understanding**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree renew and simplify Schedule I from individual Hours of Work Letters to an Index.

**22. Letters of Understanding**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the following:

(a) Renew the following Letters of Understanding:

- (i) Letter of Understanding # 1 re EI Premium Rate;
- (ii) Letter of Understanding #2 re Employee-Funded Long Term Disability Plan;
- (iii) Letter of Understanding #3 re Layoff and Recall;
- (iv) Letter of Understanding #4 re Recreation Centre – Overnight Youth Programs;
- (v) Letter of Understanding #5 re Re-Employment of Inside Auxiliary Clerk Employees;
- (vi) Letter of Understanding #6 re Vacation Carryover; and
- (vii) Letter of Understanding #7 re Acting in a Higher Capacity.

(b) To add to the Collective Agreement the Letter of Understanding re Recreation Positions Moved to Schedule A.

**23. Housekeeping**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to make the following amendments:

- (a) update position titles referenced in Article 7, Section 1 (c) and (e);
- (b) delete Article 11, Section 3 and re-number the following sections;
- (c) update Schedule “A” and “A-1”;
- (d) update Schedule “B” to the current excluded positions and titles
- (e) add historical reference regarding the Sick Leave Bank language as an addendum to The Employee Funded Long Term Disability Plan Letter of Understanding # 2;
- (f) delete expired effective dates; and
- (g) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

**24. Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

**25. Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than sixty (60) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 15 day of November, 2023 in the City of Port Moody.

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE CITY OF PORT MOODY:

“T. Savoie”

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“P. Rockwood”

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“A. Parnell”

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“V. Rutherford”

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“S. Malchuk”

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BARGAINING REPRESENTATIVES ON BEHALF  
OF THE CUPE 825:

“J. Armstrong”

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“D. Nikodinovic”

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“D. Ieraci”

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**Appendix A (Inside):**

Articles and Sections to be updated as a result of the new definition for Temporary Part-Time employee:

**Article 5 – Probation**

- (b) Regular Part-Time **and Temporary Part-Time** shall complete a probationary period of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similar classified position.

**Article 6 – Rates of Pay, Section 7: First Aid Premium**

Employees who are designated as first aid attendants and who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Worker's Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	<b>Regular Full-Time Employees</b>	<b>Regular Part-Time, Temporary &amp; Auxiliary Employees</b>
OFA Level II	\$125 per month	80¢ per hour

The Employer will pay course fees for the OFA Level II course for employees who are required to have such certification.

**Article 8 – Overtime and Callout, Section 6 Overtime – Regular Part-Time Employees**

**Section 6: Overtime – Regular Part-Time and Temporary Part-Time Employees**

Overtime rates will be paid on the following basis to all Regular Part-Time **and Temporary Part-Time** Employees:

- (i) Time and one-half for the first two (2) hours worked in excess of the normal daily hours in a day;
- (ii) Two times (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;
- (iii) In any case where an employee has already performed work on five (5) days during the week, time and one-half (1½X) for any hours worked prior to 12:00 h on the sixth day of work in that week, two times (2X) for hours worked after 12:00 h on the sixth day, and two times (2X) for all hours worked on the seventh day of work in that week.

**Article 11 – Benefits, Section 7 Benefits and % in Lieu for Regular Part-Time and Temporary Benefits**

**Section 8: Benefits and % in Lieu for Temporary Part-Time Employees (NEW)**

(a) **Temporary Part-Time** Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:

- (1) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
- (2) on the same basis as they are provided to Regular Part-Time Employees, except that **Temporary Part-Time** Employees shall not be eligible for coverage under the Medical, Extended Health Care, or Group Life Insurance Plans until the first of the month following three (3) months of continuous service; and they shall not be eligible for coverage under the Dental Care Plan until the completion of twelve (12) months of continuous service subject to being eligible for coverage under the rules of Medical, Extended Health Care, Group Life Insurance, and Dental Plans; and
- (3) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the **Temporary Part-Time** Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; **Temporary Part-Time** Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for **Temporary Part-Time** Employees.

(b) Where a **Temporary Part-Time** Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a), the employee's current service shall count towards the benefit eligibility periods.

Where a **Temporary Part-Time** Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.

(c) All **Temporary Part-Time** Employees not covered by paragraph (a) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those **Temporary Part-Time** Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (d) below.

(d) Upon the completion of six (6) calendar months of employment, **Temporary Part-Time** Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a **Temporary Part-Time** Employee shall not be paid

the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.

- (e) No other benefits shall be provided to **Temporary Part-Time** Employees unless expressly stated in this Article.

**Schedule “D” – Employment Standards Act Principles**

- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Regular Part-Time, **Temporary Part-Time** and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.