

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**HARVEST COMMUNITY INC.  
(SARCAN Regina Division)**



**- AND -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 3862**

***CUPE*** / *Canadian Union  
of Public Employees*

**APRIL 1, 2022 to MARCH 31, 2024**

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**THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

**BETWEEN:** Harvest Community Inc. (SARCAN Regina Division)  
Hereinafter called the "employer";

**AND:** Canadian Union of Public Employees, Local 3862  
Hereinafter called the "union".

## **PREAMBLE**

Whereas it is the desire of both parties of this agreement to maintain the existing harmonious relations between the employer and the members of the union, to promote co-operation and understanding between the employer and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the union, and provide a safe, consistent and caring environment for developmentally and physically challenged employees

## **ARTICLE 1 – RECOGNITION**

### **1.01 (a) Recognition**

The employer recognizes the union as the sole collective bargaining agent for the employees covered by this agreement.

### **(b) No Other Agreements**

No employee(s) shall be required or permitted to make a written or verbal agreement with the employer or representatives which may conflict with the terms of this agreement.

## **ARTICLE 2 – SCOPE**

### **2.01 Scope**

This agreement shall cover all employees of Harvest Community Inc., SARCAN Regina Division, in Regina, Saskatchewan, except the manager, assistant manager and accountant.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.01 Management Rights**

The union acknowledges that it is the right of the employer to manage the organization and to direct the working force except as limited by the terms of this agreement.

## **ARTICLE 4 – DEFINITIONS**

**4.01** For the purpose of this agreement, the following definitions shall apply:

- (a)** A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and weekly hours as stated in Article 18.
- (b)** A part-time employee is one who is regularly scheduled to work less than the full weekly hours as stated in Article 18.
- (c)** Relief and casual employees are those who do not work a regular schedule but are scheduled for a specific purpose, summer relief, or on a call-in basis for the relief of full-time or part-time employees.

## **ARTICLE 5 – UNION SECURITY**

### **5.01 Union Membership**

Every employee who is now or hereafter becomes a member of the union shall maintain their membership in the union as a condition of their employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of their employment, provided that any employee in the appropriate bargaining unit who is not required to maintain their membership or apply for and maintain their membership in the union shall, as a condition of their employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

### **5.02 Dues Check-Off**

The employer agrees to deduct union dues from the earnings of each employee in accordance with the procedure designated by the union. Funds deducted from an employee's earnings on behalf of the union shall be remitted to the union's national secretary-treasurer, along with a form supplied by the union, within two (2) weeks following completion of the last payroll period in the calendar month. The employer shall also send a list of names, total earnings, and union dues deducted in the deduction period to the secretary-treasurer of the union local.

### **5.03 Dues Receipts**

The employer agrees to record all union dues paid in the previous year on the employee's Income Tax (T4) slips.

### **5.04 New Employees**

The employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security. **During a newly hired employee's introduction and**

**orientation, a representative of the union shall be given thirty (30) minutes to introduce the union to the employee with no loss of pay.**

#### **5.05 Organization Chart**

- (a) The employer agrees to place on the bulletin board(s) a block organizational chart showing the administrative structure and the line of authority of the division, accompanied by an up-to-date list of persons in authority, up to and including the chair of the board of directors.
- (b) The union shall supply the employer with an up-to-date list of representatives, officers, stewards and members of the grievance committee. Changes shall be communicated to the employer as soon as possible.

#### **5.06 Union Notification**

The union shall be notified of all hirings, layoffs, retirements and terminations of employment within ten (10) days of such occurrence.

#### **5.07 Union/Management Meeting**

**The parties agree to establish a union/management committee. The committee shall meet once a year or upon the request of either party to discuss matters of concern. Either party may request a further meeting(s) and will require mutual agreement by the parties. The meeting may be cancelled by mutual consent.**

**The committee will be jointly chaired with both union and management appointing a co-chair and taking turns hosting meetings. Union representatives will be allowed to attend with no loss of pay and during normal working hours and will include no more than three (3) local representatives.**

**Following consultation between co-chairs, agendas shall be prepared by the host chair at least ten (10) calendar days prior to each meeting, no additional issues shall be raised during the meeting unless the co-chairs consent to the same. There shall be an exchange of appropriate information. Each co-chair shall be responsible for circulating the agenda and information to its representatives.**

### **ARTICLE 6 – NON-DISCRIMINATION**

#### **6.01 Non-Discrimination**

There shall be no discrimination by the union or by the employer with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of membership or activity in the union.

## ARTICLE 7 – GRIEVANCE PROCEDURE

### 7.01 Definition

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement between the employer and the employees or union.

Where a grievance does arise, the parties to this agreement shall make an earnest effort to resolve such differences through the following procedure. The employer acknowledges the right of the union to select a grievance committee of four (4) members who shall be employees of the employer within the bargaining unit. The names of the members of the committee shall be communicated to the employer.

### 7.02 Time Limits and Procedure

#### (a) Informal Discussion Grievance Procedure

**In the event of a difference arising between the persons or parties to this agreement, the employee(s) concerned, with a local representative in attendance, shall first seek settlement of the difference through discussion with their immediate out-of-scope supervisor.**

#### (b) Step One

In the event that any grievance arises during the currency of this agreement, the employee(s) shall refer the matter to the grievance committee who, if it considers the complaint to be a legitimate one, shall present a written grievance to the division manager or, in the division manager's absence, the assistant manager, within fourteen (14) **business** days of discovery of the cause for complaint. The manager concerned shall, within ten (10) **business** days, arrange a meeting to discuss the grievance with the grievance committee and shall render a written decision within ten (10) **business** days of the meeting.

#### (c) Step Two

In the event that the manager concerned does not give a decision satisfactory to the committee or does not render a decision within the time prescribed above, the grievance committee of the union may refer the grievance in writing to the executive director of Harvest Community Inc. within **fourteen (14) business** days, who shall discuss the grievance with the grievance committee **and the CUPE national representative** within **fourteen (14) business** days and shall render a written decision within ten (10) **business** days of such discussion with the grievance committee.

### 7.03 Referral to Arbitration

Failing satisfactory settlement of the grievance in Step Two, the matter may be referred to arbitration by either party within thirty (30) days, provided that if it is not so referred, the grievance shall be deemed to have been settled.

#### **7.04 Extension of Time**

Time limits set out in the grievance procedure may be extended only by agreement in writing of both parties.

#### **7.05 Board of Arbitration**

Where a grievance has been referred to arbitration, the parties shall first attempt to agree to appoint a single arbitrator. In the event that the parties are unable to agree to a single arbitrator, a board of arbitration shall be established in accordance with *The Trade Union Act*.

#### **7.06 Certain Rules and Procedures Applying**

The rules and procedures set forth in *The Trade Union Act* shall apply to any arbitration proceedings under this agreement as though the arbitrator were an arbitration board.

#### **7.07 Initiation of Special Meetings**

Nothing shall preclude the two parties to this agreement from meeting at any stage of the foregoing procedures in an attempt to resolve the dispute(s).

#### **7.08 Decision**

The decision of the arbitrator or arbitration board, as the case may be, shall be final and binding on the parties, and there shall be no lockout by the employer and no stoppage of work by the union because of the grievance being arbitrated.

The arbitrator or arbitration board, as the case may be, shall not have the power to change this agreement or to alter, modify or amend any of its provisions, nor to add to or detract from any of its terms.

### **ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE**

#### **8.01 Just Cause**

No employee will be disciplined, suspended or discharged unless there is just cause for such action. Nothing in this article is intended to interfere with the employer's right to temporarily suspend or require an employee to leave the workplace where circumstances require immediate action.

#### **8.02 Written Reasons for Discipline**

An employee who is disciplined shall be advised by the employer within five (5) calendar days, in writing, of the reasons for such discipline, with a copy to the secretary of the union.

### **8.03 Right to Have Steward Present**

Where the manager, assistant manager or supervisor intends to interview an employee for disciplinary purposes, the manager, assistant manager or supervisor shall make certain that the employee has representation from a union steward during any and all disciplinary meetings or procedures or when a non-disciplinary discussion becomes disciplinary.

### **8.04 Personnel Records**

After making suitable arrangements, an employee's personnel record (excluding employment references) shall be accessible to **them**, upon request, in the presence of **their** supervisor or designate.

## **ARTICLE 9 – EMPLOYEE PERFORMANCE REVIEW**

### **9.01 Employee Performance Review**

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read such review. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and, if requested, shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review. An employee's performance review is not a disciplinary meeting.

The employee shall have the right to respond in writing to such review within seven (7) calendar days and such response shall become a part of the record.

## **ARTICLE 10 – OCCUPATIONAL HEALTH AND SAFETY**

### **10.01 Health and Safety Committee**

- (a) The union and the employer shall continue to co-operate in perfecting the safety measures now in effect, and further agree that the provisions for health and safety committees as provided under *The Occupational Health and Safety Act* shall be carried out.
- (b) An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the occupational health and safety committee who will investigate immediately and take remedial action.

## **ARTICLE 11 – BULLETIN BOARDS**

### **11.01 Bulletin Boards**

The employer shall provide bulletin boards at each work area which shall be placed so that all employees will have access to them and upon which the union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **ARTICLE 12 – JOB DESCRIPTIONS AND CLASSIFICATIONS**

**12.01** The employer agrees to provide job descriptions to the union for all jobs within the bargaining unit.

### **12.02 Classification Review**

The wage rate of newly created classifications shall be negotiated by both parties.

Title changes do not necessarily indicate new classifications.

## **ARTICLE 13 – SENIORITY**

### **13.01 Seniority**

Seniority shall be from the last date on which the employee commenced employment in a position in the bargaining unit. Seniority shall not apply during the probation period; however, once the probation period has been completed, seniority shall be credited from the first date of employment in a position in the bargaining unit.

### **13.02 Probationary Period**

Newly hired employees shall be on probation for a period of three (3) months. During the probationary period, employee(s) shall be entitled to all rights and benefits of this agreement except with respect to discharge only for reasons of unsuitability. The union shall be notified of all such dismissals.

### **13.03 Maintenance of Seniority**

Subject to Article 13.04 of this agreement, an employee shall maintain accumulated seniority.

### **13.04 Loss of Seniority**

An employee shall lose all entitled seniority and shall be deemed to have terminated employment if, in fact, the employee:

- (a) is discharged for cause and is not reinstated;

- (b) resigns in writing;
- (c) fails to report to work after termination of leave of absence without just cause;
- (d) is absent without just cause;
- (e) fails to report to work within ten (10) calendar days of being recalled without just cause;
- (f) retires from the employ of the employer;
- (g) has been continually laid off for a period of one (1) year.
- (h) has been off work because of accident, injury or sickness for twenty-four (24) months, unless the employee provides an opinion from **their** physician that return to work is anticipated within a reasonable period of time.

### **13.05 Seniority List**

The employer shall maintain a seniority list showing the date hired and accumulated hours. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in every six (6) months, beginning in January.

## **ARTICLE 14 – POSTING OF VACANCIES**

### **14.01 Posting of Vacancies**

All existing full-time or part-time vacancies within the scope of this agreement or newly established full-time or part-time positions within the scope of this agreement shall be posted for at least seven (7) calendar days to allow employees to apply. The job posting shall include required qualifications and rates of pay.

Applications for vacant positions must be made in writing by the specified closing date.

### **14.02 Filling of Vacancies**

- (a) Vacancies and new positions within the scope of this agreement shall be filled by the applicant who possesses the required qualifications and ability to perform the duties of the position. Where two (2) or more applicants meet the requirements, seniority shall be the deciding factor.
- (b) **For the purpose of internal relocation of staff in the same position and classification, staff may express interest and be placed on a list to relocate when vacancies occur. The most senior internal applicant through the expression of interest shall be relocated as requested. This will only be for the initial position and for one (1) position in filling the relocated vacancy.**

### **14.03 Trial Period**

Where appointment is made from an applicant who is already employed by the employer, the successful applicant shall be allowed a trial period of five hundred and twenty (520) hours or four (4) months, whichever occurs first, from the effective date of appointment. The employee shall be confirmed in the new position after the trial period. In the event the employer determines that the successful applicant is unsatisfactory in

the position during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position, wage or salary rate and without loss of seniority. All other employees affected by the rearrangement of positions shall also be returned to their former position, wage or salary rate and without loss of seniority.

#### **14.04 Relief Assignments**

Relief assignments of ninety (90) calendar days or greater shall be filled pursuant to Articles 14.01 and 14.02 where the employee is able to perform the required work without orientation.

- (a) A posting shall not be required for the position of the employee transferred as a result of the original posting.
- (b) An employee shall not be eligible for any other relief assignment while filling a relief assignment.
- (c) When the relief assignment becomes redundant, the employee shall be returned to **their** former position.
- (d) If, as a result of the relief assignment, an individual is hired from outside the existing workforce, **they** shall revert to relief employee status upon completion or redundancy of the relief assignment.

#### **14.05 Working at a Higher Paid Classification**

If employees are assigned to perform the duties of a higher paid classification within the bargaining unit for two (2) or more days, they shall be advanced in the higher pay grade to that step in the salary scale which is next higher than their current salary rate. For assignments of two (2) days or less, there shall be no higher pay.

An employee who is offered and accepts to relieve in an out-of-scope position shall remain within the scope of the bargaining unit and shall be covered by the terms of this agreement.

#### **14.06 Performing Duties of a Lower Paid Classification**

When an employee is required by the employer to perform temporarily the duties of a lower paid classification or position, the employee shall not suffer any reduction in earnings.

#### **14.07 Pay on Promotions**

When an employee is promoted or reclassified to a higher paid position, the employee shall be advanced to the lowest pay grade in that classification.

## **ARTICLE 15 – INCREMENTS**

**15.01** Employees shall receive increments based on months worked from their date of employment with Harvest Community Inc. (SARCAN Regina Division).

## **ARTICLE 16 – LAYOFF AND RECALL**

### **16.01 Definition**

A layoff shall be defined as per *The Labour Standards Act*.

### **16.02 Notice of Layoff**

Notice of termination or layoff of employees shall be as provided in *The Labour Standards Act*.

### **16.03 Role of Seniority in Layoffs**

When reducing staff, senior employees shall be retained, provided they are qualified and have the ability sufficient to do the work.

### **16.04 Recall Procedure**

Employees laid off in accordance with Article 16.01 shall be returned to work in positions for which they have the qualifications and ability to handle the work performed, in order of seniority.

### **16.05 Notice of Recall**

In the event of a recall of a full or part-time employee, for normal duties, the employer shall attempt to reach the employee by telephone (with a telephone response one way or another). Failing that, the employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. It shall be the responsibility of the laid off employee to keep the employer advised of their current address. If the employee fails to do so, the employer shall not be responsible for failure of a notice sent by registered mail to reach the employee.

The employee concerned must notify the employer by registered letter within ten (10) days of the mailing of such letter, stating **their** acceptance or refusal of the employment offered and **their** intention of reporting to work within the time limits specified in Article **13.04(e)**. In the event the employer does not receive such registered letter from the employee within the stated ten (10) day period accepting employment, or the employee fails to report within the required time limits, the said employee shall be deemed to be terminated.

#### **16.06 Continuation of Benefits**

During a layoff, employee(s) shall maintain but not accrue all previously earned benefits, subject to the terms of such plans; and shall also maintain but not accrue seniority.

#### **16.07 Advance Notice of Termination**

Employees shall give two (2) weeks' notice of their intention of leaving the employment of the employer.

### **ARTICLE 17 – HOURS OF WORK**

#### **17.01 Hours of Work and Overtime**

- (a) The employer retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation.
- (b) The employer agrees to post bi-weekly schedules of work at least one (1) week in advance. Employees required to change their schedule shall be given at least one (1) week's notice of change, except in cases of emergency.

#### **17.02 Hours of Work for Full-Time Position**

- (a) Full-time hours shall consist of eight (8) hours per day and forty (40) hours per week, except by mutual agreement between the parties; eighty (80) hours average over a two (2) week period may be worked. Employees shall be scheduled to work no more than **five (5) days straight** unless otherwise agreed.
- (b) **Employee(s) shall receive no less two (2) consecutive days off per week, unless single days off are arranged by mutual agreement between the employer and the employee.**
- (c) **Weekends shall be considered a Saturday & Sunday and will be awarded based on seniority. Employees may choose the option to have a Sunday & Monday or a Friday & Saturday weekend if so chosen as an alternate option by the employee.**
- (d) **Full-time employees shall receive as great a number of weekends off as reasonably possible with a minimum of two (2) weekends off in any three (3) week period. Deviation from the above shall be at the request of the employee with the agreement of the employer. employees will be given priority based on seniority.**

### **17.03 Overtime**

Authorized hours worked by employees in excess of the hours specified above shall be paid as provided by *Saskatchewan Labour Standards*.

### **17.04 Time Off in Lieu of Overtime**

Upon mutual agreement between the employer and the employee, time off in lieu at the appropriate overtime rate may be taken at a mutually agreeable time.

### **17.05 Rest Periods**

Employees working six (6) hours or more will be allowed two (2) rest periods of fifteen (15) minutes each as near as possible to midway of each half of the shift.

### **17.06 Meal Periods**

Employees working six (6) hours or more will be allowed an unpaid meal break of at least thirty (30) minutes within every five (5) consecutive hours of work.

### **17.07 No Maximum or Minimum**

The hours of work as stated in this article are not to be construed as a guarantee, as a minimum nor as a restriction for any maximum of hours to be worked.

### **17.08 Split Shifts**

The employer has the right to schedule split shifts for employees.

### **17.09 Exchanging of Shifts**

Any exchanging of shifts between employees is subject to approval by the employer.

### **17.10 Attendance at Meetings**

Representatives of the union shall suffer no loss in pay, benefits or seniority when required to attend meetings with the employer during working hours.

## **ARTICLE 18 – STATUTORY HOLIDAYS**

### **18.01 Statutory Holidays**

Employees shall be entitled to regular wages for all statutory holidays designated as public holidays in *The Labour Standards Act*, **and all other holidays proclaimed by the federal and provincial government**. Where any holiday falls on the employee's regular workday.

Designated public holidays are:

New Year's Day

**Family Day**

Good Friday

Victoria Day

Canada Day

Saskatchewan Day

Labour Day

**National Day for Truth and Reconciliation**

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Where an employee's hours vary from day to day, the "regular wage" is calculated pursuant to *The Labour Standards Act*.

Employees who work on a public holiday are entitled to pay at the rate of time and one-half (1½ X), in addition to regular wages.

## **ARTICLE 19 – ANNUAL VACATION**

### **19.01 Annual Vacation**

Each employee who completes one (1) year of service with the organization shall be entitled to three (3) weeks annual vacation and 3/52 of total wages for vacation pay.

In the event of termination prior to one year's service, the employee shall be entitled to 3/52 of total wages earned to the date of termination.

After ten (10) years of service, the employee shall be entitled to four (4) weeks annual vacation. Employees entitled to four (4) weeks annual vacation shall receive 4/52 of their total wage for the past year as annual vacation pay.

After fifteen (15) years of service, the employee shall be entitled to five (5) weeks annual vacation. Employees entitled to five (5) weeks annual vacation shall receive 5/52 of their total wage for the past year as annual vacation pay.

Request for annual vacation shall be made in writing one (1) month in advance and shall be subject to approval by the manager. Approval shall be at the discretion of the manager to ensure coverage of regular service. The manager shall notify employees ten (10) working days after the request is made whether the leave has been approved.

Unless by mutual agreement between the employer and the employee, no employee shall be required to work during **their** scheduled vacation period.

If an employee is called by the employer and agrees to work during **their** scheduled vacation, they shall receive overtime rates for all hours worked. Their vacation day shall be rescheduled at a mutually agreed time.

## **19.02 Annual Vacation Requests**

**Request for annual vacation shall be made in writing no later than March 31 for the next fiscal year and shall be subject to approval by the manager. Annual vacation requests approval shall be at the discretion of the manager to ensure coverage of regular service. Senior employees shall have first preference on dates for annual vacation. Most senior given priority. The manager shall notify employees no later than April 15, whether the leave has been approved.**

**Vacations not scheduled under the annual vacation process shall be granted, insofar as the operational needs of the employer permit, on a first come first served basis. These vacation requests shall receive an unequivocal response within ten (10) days of receiving the request or prior to the requested vacation, whichever is earlier and, if refused, written reason(s) shall be provided. Scheduled annual vacation once posted, shall only be changed by mutual consent between the employee and employer, except in extenuating circumstance.**

**Unless by mutual agreement between the employer and the employee, no employee shall be required to work during their scheduled vacation period. If an employee is called by the employer and agrees to work during their scheduled vacation, they shall receive overtime rates for all hours worked. Their vacation day shall be rescheduled at a mutually agreed time.**

## **ARTICLE 20 – LEAVE OF ABSENCE**

### **20.01 Leave of Absence**

An unpaid leave of absence of up to twenty (20) working days shall be granted insofar as the regular operation of the employer will permit. Such leave shall not be unreasonably denied.

Employees wishing to take an unpaid leave of absence of greater than twenty (20) working days shall make written application to the manager no less than ten (10) working days prior to the beginning of the proposed leave. The manager shall advise employees in writing no more than five (5) working days after receiving the application whether the leave is granted or denied.

Extended unpaid leave shall not be unreasonably denied but shall not be longer than ninety (90) days. Employees granted leave of absence shall not earn sick leave credits, vacation pay or paid holiday pay.

Where an employee is denied a leave of absence, the employer shall provide a written explanation of the reason the employee was denied leave to the employee.

### **20.02 Leave of Absence for Court Duty**

If an employee is called to jury duty, **they** will be granted leave with pay to a maximum of thirty (30) working days.

As a juror, the employee may receive some financial compensation for this participation. If **they** receive compensation, **they** will be required to sign it over to Harvest Community Inc., except for any amount that exceeds **their** salary, relates to expenses incurred as a juror, or pertains to hours spent in the jury outside of normal working hours.

A person is required to serve on a jury, when called, once per year. If the absence as a juror conflicts with a corporate need at the time the employee is called, and/or if **they have** already appeared as a juror once in the fiscal year of the court, Harvest Community Inc. may request that the employee seek an exemption from the jury duty.

**20.03 Bereavement Leave**

Employees shall be granted three (3) working days with pay in the event of a death of an immediate family member. Immediate family includes spouse, parent, grandparent, child, brother, sister, or equivalent common-law or in-law relationship or step relationship. The employer may grant additional leave with pay should circumstances warrant.

**20.04 Maternity/Parental/Adoption Leave**

Employees shall be granted maternity, parental and adoption leave as provided by Labour Standards.

**20.05 Leave of Absence for Union Functions**

Upon request to the employer, providing there is relief available, an employee elected or appointed to represent the union at conferences, meetings, or conventions shall be allowed leave of absence up to seven (7) calendar days. The leave shall be without loss of pay or benefits or seniority, provided the union reimburses the employer for the pay and the employer's share of the benefits.

**20.06 Christmas Family Vacation Leave:**

All depots shall be closed between Christmas and New Year's. All full-time employees shall be allowed an additional three (3) paid vacation days in that period. Part-time employees shall receive the days off with pay prorated as follows:

$$\frac{24 \text{ hours}}{2080 \text{ hours}} \times \text{Total hours worked since previous January 1st} \times \text{Hourly Wage}$$

**20.07 Pressing Necessity Leave**

Pressing necessity is defined as a leave of absence regarding an emergency/urgent situation related to an employee's personal or family situation. This leave may be taken from accumulated sick leave **or vacation** up to a maximum of three (3) days per year. Requests to use sick leave **or vacation** credits **will be the choice of the employee** for this purpose shall be made in writing to the immediate supervisor. The supervisor

reserves the right to request evidence from the employee that the leave is for pressing necessity.

## **ARTICLE 21 – SICK LEAVE**

### **21.01 Sick Leave Defined**

An employee having accumulated an entitlement to sick leave may claim pay against such accumulation with respect to periods during which:

- (a) the employee was unable to work by virtue of being sick or disabled; or
- (b) because of an accident for which compensation is not payable under *The Workers' Compensation Act*; or
- (c) in the opinion of the employer, the employee's presence constitutes a health hazard for other employees, and the employee was instructed by the employer to leave the employee's place of duty.

### **21.02 Accumulation of Sick Leave Credits**

Full-time and part-time employees shall earn sick leave credits at the rate of one (1) day per month. This benefit shall be prorated for part-time employees.

### **21.03 Maximum Accumulation of Sick Leave Credits**

Sick leave credits may be accumulated to a maximum of thirty-six (36) days.

### **21.04 Sick Leave Records**

Upon request by an employee, the employee shall be apprised in writing of the amount of their accumulated sick leave.

### **21.05 Deductions From Sick Leave**

A deduction shall be made from accumulated sick leave credits of all normal working hours absent (exclusive of paid holiday).

### **21.06 Proof of Illness**

A doctor's certificate may be required for any period of sick leave.

### **21.07 Notification of Illness**

Employees claiming sick leave shall notify the employer as soon as is reasonable but in any event at the beginning of the workday that the employee would normally report for work. If no reasonable cause is given, failure to do so may result in non-payment of sick

leave for that shift. Employees on a long-term illness shall notify the employer as soon as possible of the expected date of return to work.

## **ARTICLE 22 – PAYMENT OF WAGES**

**22.01** The employer shall pay salaries and wages in accordance with Schedule “A”, attached hereto and forming part of this agreement.

**22.02** Every employee shall receive a statement attached to each cheque, showing the gross amount earnings, itemized deductions and net amount payable.

**22.03** Employees shall be paid bi-weekly. Pay day will be the last banking day of the week of payment and may be made through automatic deposit to the employee's financial institution.

## **ARTICLE 23 – NO STRIKE OR LOCKOUT**

### **23.01 No Strike**

No employee bound by the collective agreement shall strike during the term of this collective agreement.

### **23.02 No Lockout**

The employer shall not cause a lockout during the term of this collective agreement.

## **ARTICLE 24 – RETIREMENT**

### **24.01 Retirement**

Employees will give at least three (3) weeks' notice when they decide to retire.

## **ARTICLE 25 – TECHNOLOGICAL CHANGE**

### **25.01 Technological Change**

If, as a result of the employer introducing new equipment or major changes in operating methods or dissolution of departments, certain job classifications shall no longer be required, the employer shall anticipate these changes and conduct a program of training and transfer of the employees affected, prior to change.

## **ARTICLE 26 – BENEFITS**

**26.01** The employer agrees to make available Weekly Indemnity benefits, Long-Term Disability Insurance, Accidental Death and Dismemberment Insurance, Life Insurance, Extended Health Care coverage, Dental and Vision Care coverage, subject to the terms of the plans in existence and subject at all times to changes made or directed by SARCAN Recycling (Provincial) to all eligible full-time and part-time employees who regularly work fifteen (15) hours or more each week.

**26.02** The employer agrees to make available pension benefits, subject to the terms of the plan in existence and subject at all times to changes made or directed by SARCAN Recycling (Provincial) to all eligible full and part-time employees who regularly work twenty (20) hours or more each week.

The union and employer agree that Harvest Community Inc. may withdraw from the SARC pension plan and enroll in another plan should such a course of action be deemed advisable by the parties.

## **ARTICLE 27 – PROTECTIVE CLOTHING AND SAFETY FOOTWEAR**

### **27.01 Protective Clothing**

- (a) The employer will provide all employees with protective clothing – smocks, aprons and/or jackets to be worn in all work areas. Protective clothing is provided for work use only. Issued clothing is not to be used outside of work.
- (b) The employer will have this protective clothing laundered on a regular basis.

### **27.02 Safety Footwear**

- (a) The employer will provide all employees with safety footwear once annually if required, same to be worn in all work areas. Footwear is to be worn for work use only. Issued footwear is not to be used outside of work and employees will store footwear in their assigned lockers when off work.

After new annual footwear is issued, the old footwear becomes the property of the employees and may be removed from the workplace.

- (b) Effective April 1, 2020, the cost of the safety footwear, to a maximum of \$125.00 plus applicable sales taxes will be paid by the employer. The employer shall be entitled to designate the supplier, and to require the employees to attend for a fitting.

## **ARTICLE 28 – MILEAGE**

**28.01** Authorized mileage will be paid at the published rate of SARCAN Provincial.

## **ARTICLE 29 – TERM OF THE AGREEMENT**

### **29.01 Term of Agreement:**

This agreement, except for Article 26.02 as it relates to part-time employees' enrollment in the pension plan and unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, **2022**, up to and including March 31, **2024**, and from year to year thereafter unless notification of desire to revise is given in accordance with *The Trade Union Act*.

### **29.02 Wage Re-Openers & Benefits**

**Notwithstanding the provisions of Article 30.01 above, this agreement may be opened when SARC has increased wages, benefits, leaves, vacation or monetary items as per internal policy. Such increase shall take effect on the same day as the policy takes effect for SARC.**

**This does preclude collective bargaining or either party intending to enter into such negotiations of wages once aware of funding available shall be required to serve the other party with not less than thirty (30) and not more than sixty (60) days written notice of intent prior to April 1, 2023, or April 1, 2024. It is understood and agreed that in such event all other provisions of this agreement shall remain in full force and effect.**

### **29.03 Effective Date of New Provisions**

It is understood and agreed that the new provisions of this agreement, that is, those provisions negotiated subsequent to April 1, **2022**, shall be in force and effect on the date this collective agreement is signed.

HARVEST COMMUNITY INC.  
SARCAN (Regina Division)  
Regina, Saskatchewan

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**SCHEDULE A**

**Wages**

**Effective April 1, 2022**

<b>Position</b>	<b>0 – 3 Months</b>	<b>3 – 18 Months</b>	<b>18+ Months</b>
Recycling Technician	\$14.28	\$14.71	\$15.15
Security Guard	\$15.60	\$16.07	\$16.55
Junior Cashier	\$15.60	\$16.07	\$16.55
Cashier (Assistant Supervisor)	\$20.96	\$21.59	\$22.24
Supervisor	\$25.04	\$25.78	\$26.55

**SCHEDULE B**

**Wages**

**April 1, 2023 – March 31, 2024**

<b>Position</b>	<b>0 – 3 Months</b>	<b>3 – 18 Months</b>	<b>18+ Months</b>
Recycling Technician	\$15.15	\$15.60	\$16.07
Security Guard	\$16.55	\$17.05	\$17.56
Junior Cashier	\$16.55	\$17.05	\$17.56
Cashier (Assistant Supervisor)	\$22.25	\$22.92	\$23.61
Supervisor	\$26.57	\$27.37	\$28.19

***\*All employees on staff as of the date of ratification of the collective agreement shall be eligible for retroactive wage adjustments effective April 1, 2022, based on all paid hours with any employer party to this collective agreement.***

***Employees who have retired from any employer party to this collective agreement after April 1, 2022, shall be eligible for retroactivity.***

***\*\*Harvest Community Inc. will enroll in the Regina Employer Pass Program. Those participating in the program will have the cost of the transit pass deducted through payroll.***

Dated this 1 day of June, 2023

On behalf of CUPE Local 3862

William Lubnow  
[Signature]  
\_\_\_\_\_

On behalf of Harvest Community Inc.  
(SARCAN)

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #1**

**Between**

**Harvest Community Inc.  
(SARCAN Regina Division)**

**And**

**Canadian Union of Public Employees Local 3862**

**RE: Internal Floating of staff**

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**It may be necessary to float or move staff for temporary replacement for depot requirements.**

**The employer shall identify all work areas that have fluctuations in workload that may require employee(s) to be floated in or out of the depot. The employer shall advise the local and employees of the areas which may require floating.**

**The employer shall maintain a float roster whereby employees interested in floating to depots outside their home depot may advise the employer of their desire to be added to a float roster and of the depot to which they are interested in floating.**

**In emergent circumstances, employees may be required to float to depots outside of their home depot. If there is no staff on the float roster and no volunteers, the least senior staff person shall be directed to float. Skills, knowledge and abilities will be taken into consideration for the duties required when floating.**

**Emergent circumstances shall be defined as unforeseen occurrences or conditions. Chronic staff shortages, vacation, incidental sick leaves or leaves of absence shall not be considered emergent circumstances.**

Dated this 1 day of June, 2023

**On behalf of CUPE Local 3862**

William Lubner  
Man By  
\_\_\_\_\_

**On behalf of Harvest Community Inc.  
(SARCAN)**

[Signature]  
\_\_\_\_\_

**Letter of Understanding #2**

**Between**

**Harvest Community Inc.  
(SARCAN Regina Division)**

**And**

**Canadian Union of Public Employees Local 3862**

**RE: Staff Development**

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**The parties agree to the importance of education and staff development to both improve the work conditions and personal life and shall work cooperatively to develop and provide education.**

**The employer shall provide in a suitable location such reference materials as may be required in relation to maintaining and providing education to staff.**

**When the employer requires that an employee attend any educational program, such attendance shall be with pay and all registration fees and expenses related to the program shall be paid by the employer.**

**Such education can include union development courses put on by the union and or affiliates of CUPE National and the local.**

**The employer and union will work towards providing education that will allow for both parties of the collective agreement to attend and may be related to the processes of the union, OH&S, harassment & bullying as examples, but not limited to these types of education.**

**If an employee is required by the employer to attend or participate in in-service education programs or staff meetings, such shall be regarded as working time under the terms of this agreement and compensated accordingly for such time. However, no employee shall be penalized for not attending courses or staff meetings which are not required by the employer.**

**In addition to any in-service, the employer may identify as mandatory, all employees shall be provided in-services for the skills required for their area of work. Both parties agree**

that a planning meeting should be held in each facility and local to discuss suggestions and requests concerning programs at the beginning of each fiscal year.

Dated this 1 day of June, 2023

On behalf of CUPE Local 3862

William Zubrow  
M. M. M.  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of Harvest Community Inc.  
(SARCAN)

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

MR/cf.cope491

