

COLLECTIVE AGREEMENT

Between

**SASKATOON SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS, INC.
(HUMANE SOCIETY)**

and

CUPE / *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3477**

January 1, 2024 to December 31, 2024

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THIS AGREEMENT made this 21st day of November A.D. 2024

BETWEEN: Saskatoon Society for the Prevention of Cruelty to Animals, Inc.
(Humane Society)
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: Canadian Union of Public Employees, Local 3477
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

PURPOSE

The Employer and the Union mutually agree that the purpose of this Agreement shall be:

- a) To outline in writing the wage rates, hours of work and other working conditions which have been agreed to through collective bargaining.
- b) To provide a method and procedure for the settlement of grievances of employees covered by this Agreement.
- c) CUPE Local 3477 and the Saskatoon SPCA commit to working in a mutually respectful manner to cooperatively foster a positive workplace in which all members of the organization are treated with respect and consideration.

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognises the Union as the sole collective bargaining agent for the employees covered by this Agreement.
- 1.02 The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the Employer.
- 1.03 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Local President or CUPE Representative.

1.04 The Employer and the Local of the Union agree and recognize their responsibility to create a discrimination free workplace. It is agreed that there shall be no discrimination exercised or practiced with respect to, but not limited to, hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, reemployment, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital status, family status, place of residence, disability (subject to bona fide occupational requirements), nor by reason of their membership or activity in the Union or any other prescribed grounds prohibited under *The Saskatchewan Employment Act* or Human Rights legislation.

1.05 Union Representation at Employer Meetings

Employee(s) shall have the right to have a Union representative present at any meetings the Employer and/or Employer representatives have with employees pertaining to labour relations matters.

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

ARTICLE 2 – SCOPE

2.01 This Agreement shall cover the employees employed by the Saskatoon Society for the Prevention of Cruelty to Animals, Inc. (Humane Society) in the Rural Municipality of Corman Park, in the Province of Saskatchewan, unless mutually agreed by the Union and the Employer to be those employees which constitute the out-of-scope management of the Society.

2.02 In view of the fact that the members and volunteers of the Society may from time to time directly participate in the operations of the services, it is understood and agreed that they shall not be restricted, in any way, from performing the duties of any classification recognised as being within the scope of this Agreement.

2.03 Temporary and Casual employees as defined in Article 11 of this Agreement are specifically excluded from the terms and conditions of this Agreement except as specifically provided in Article 10 of this Agreement.

ARTICLE 3 – MANAGEMENT'S RIGHTS

3.01 The Union acknowledges that it is the right of the Employer to manage the Saskatoon Society for the Prevention of Cruelty to Animals, Inc. (Humane Society) and to direct the working force except as limited by the terms of this Agreement. The Employer therefore retains all management rights not expressly limited or abridged by a specific provision of this Agreement.

ARTICLE 4 – UNION SECURITY

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

ARTICLE 5 – DUES CHECK OFF

- 5.01 Upon receipt of a copy of signed Union Membership Card from any employee, the Employer shall deduct and pay in periodic payments out of the wages due to the employee, to the Canadian Union of Public Employees National Office, the Union dues, regularly required of all members. Such dues shall be remitted within two (2) weeks following completion of the last payroll period in each calendar month. The Employer shall, at the time the dues are forwarded to the Union, furnish to the Union a written list of the employees from whom such deductions have been made, the total earnings of and amount deducted from such employees, and a list of employees hired, laid off or terminated since the last return.
- 5.02 The Union shall advise the Employer, in writing, of any change in the amount to be deducted from employees who have authorized such deductions not less than thirty (30) days before the effective date of such change.
- 5.03 The Employer agrees to record all Union dues paid in the previous year on the employee's income tax (T4) slips.
- 5.04 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- 5.05 On commencing employment, a member of Management shall introduce the new employee to their Union Representative. A Representative of the Union shall be given an opportunity to orientate new employees within regular hours and without loss of pay or benefits for a maximum of one hour, during the first month of employment. The purpose of this orientation for new employees is to discuss the benefits and duties of the Union membership and their responsibilities and obligations to the Employer and the Union. The representative will provide the employee with a copy of the Collective Agreement. The orientation will be held at a time mutually agreed to by the Employer and Representative.
- 5.06 The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

ARTICLE 6 – JOB CLASSIFICATION

- 6.01 The Employer agrees to pay all employees covered by this Collective Agreement according to the Schedule of Wages as set out in Schedule 'A' attached and made part of this Agreement. Employees shall be paid on a bi-weekly basis, by direct deposit. Electronic pay stubs shall be made available by 12:00 Noon of the designated payday.
- 6.02 a) The Union acknowledges the need for the flexibility of job classifications requiring employees to perform services outside of their job classification in order to ensure the efficient operation of the Employer. Assignment and training for the performance of these services shall be by seniority within the Department.
- b) When an employee is required to replace and perform substantially all of the duties of a higher paid classification for a period of three (3) consecutive hours or more, the employee shall receive an increase in pay by either placing the employee at the minimum step of the higher classification or at a step which allows for an increase in pay, for the entire period worked.
- c) Employees temporarily required to work in a lower paid classification shall be paid their current rate of pay. This provision shall not apply where the reduction results from the exercise of seniority rights under the provisions of this Agreement.
- d) The salary of an employee promoted to a higher classification shall be advanced to that step in the scale that is next higher than the current salary rate.
- e) When designated by management, employees who are required to perform the duties of out-of-scope personnel to cover vacations, sick leave, etc. or to act in a supervisory capacity will receive an eight percent (8%) salary increase for the duration of the temporary duties. It is understood and agreed that any employee acting in a supervisory capacity shall not hire, lay off, suspend, discharge, exercise other discipline or, except upon direction of management, transfer employees or reduce hours. Employees acting in a supervisory capacity shall also assume the responsibility to coach, teach and mentor employees to ensure all tasks are performed in a safe and efficient manner. Employees acting in a supervisory capacity will maintain their posted position while performing the additional duties. Supervisory positions may be terminated at any time by the Employer or relinquished voluntarily by the incumbent. Concerns regarding employee's conduct acting in a supervisory capacity will be brought to the attention of the Employer by the Union Executive Committee.

- f) Employees designated by management to act in the capacity of Team Lead in a department will be responsible for the day-to-day operations of the department, reporting any deficiencies or misconduct to Shelter Management. Team Leads will receive an eight percent (8%) increase to their hourly wage while performing these duties. It is understood and agreed that any employee acting in a Team Lead capacity shall not hire, lay off, suspend, discharge, exercise other discipline or reduce hours. Employees acting in a Team Lead capacity shall also assume the responsibility to coach, teach and mentor employees to ensure all tasks are performed in a safe and efficient manner. Employees acting in a Team Lead capacity will maintain their posted position while performing the additional duties. Team Lead positions may be terminated at any time by the Employer or relinquished voluntarily by the incumbent.

6.03 The Employer agrees to draw up job descriptions for all classifications within the scope of this Agreement. These job descriptions and any changes thereto shall be made available upon request to the Union.

ARTICLE 7 – NOTICE OF TERMINATION OR LAYOFF OF EMPLOYEE

7.01 Layoff Defined

A layoff shall be defined as an Employer initiated reduction in the hours of a full-time, part-time or casual employee within the scope of the bargaining unit.

Except for just cause other than shortage of work, the Employer shall not discharge or lay off an employee who has been in its service for at least three (3) continuous months without giving that employee at least the following notice or pay in lieu thereof:

- a) One (1) week written notice or pay in lieu of notice if his period of employment is more than three (3) months but less than one (1) year.
- b) Two (2) weeks' written notice or pay in lieu of notice if his period of employment is one (1) year or more but less than three (3) years.
- c) Four (4) weeks' written notice or pay in lieu of notice if his period of employment is three (3) years or more but less than five (5) years.
- d) Six (6) weeks' written notice or pay in lieu of notice if his period of employment is five (5) years or more but less than ten (10) years.
- e) Eight (8) weeks' written notice or pay in lieu of notice if his period of employment is ten (10) years or more.

7.02 No employee shall be laid off or have their hours of work reduced due to the Employer contracting out work or services.

ARTICLE 8 – SENIORITY

8.01 A new employee shall be on probation for a continuous working period of five-hundred and twenty (520) hours actually worked but in no case more than two (2) years of active employment.

A new employee shall not accumulate seniority rights while on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date on which the employee last entered the service of the Employer.

Seniority shall be accumulated in hours calculated from the date the employee last entered the service of the Employer. An employee shall earn seniority for:

- i) All actual hours worked excluding overtime
- ii) Annual Vacation
- iii) Paid Holidays
- iv) All paid leaves
- v) Any unpaid leaves of under thirty (30) days
- vi) Parental leaves up to the duration provided by Saskatchewan Labour Standards
- vii) Sick Leave
- viii) Worker's Compensation

The principle of seniority shall be maintained in the reduction and restoration of the work force providing the senior person is qualified and capable of performing the job. When there is a reduction in a work classification, the employee with the least seniority in that work classification will be informed of the job reduction.

The employee will then be permitted to exercise their seniority within the remaining jobs in the bargaining unit providing they are capable and qualified to perform the remaining job.

This process will be followed until all senior employees affected have exercised their seniority rights.

8.02 During the probationary period, Employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge for reasons of just cause or general unsuitability. The Local of the Union shall be notified of such dismissals within seven (7) days. Copies of anything presented to the Employee pertaining to their performance shall be provided to the Local of the Union.

8.03 Seniority shall be broken and all rights forfeited when:

- a) An employee is dismissed by the Employer for just cause.
- b) An employee resigns or voluntarily leaves the service of the Employer.
- c) An employee fails to report for work on recall after layoff.
- d) An employee has been continually laid off due to lack of work for a period of twelve (12) months or a period in excess of the accumulated seniority of the employee at the time of layoff, whichever is the lesser.
- e) If the employee is absent in excess of three (3) working days and fails to notify the Society of such absence, the employee shall be deemed to have voluntarily terminated employment with the Society. The Employer may agree to an exception of the three (3) days in extenuating circumstances.
- f) If promoted to a management position out of scope of this agreement
- g) Fails to report back to work upon the expiration of a leave of absence.

8.04 The Employer agrees to have available a seniority list by March 1st of each year. Such list will include the accrued seniority of each employee up to December 31st of the previous year. A copy of the seniority list shall be sent to the Local President at that time. The list shall include full name, position and employment status.

8.05 Posting of Vacancies

- a) All full-time vacancies or newly established full-time positions shall be posted for at least seven (7) calendar days to allow employees to apply, with first considerations given to internal applicants. Internal candidates shall be notified, within fourteen (14) calendar days of applying whether they are successful or not.

Existing positions shall be posted within fourteen (14) calendar days of becoming vacant, unless mutually agreed to extend.

Employees shall have access to the job description.

The job posting shall include:

- title
- status (full-time/part-time, temporary/permanent)
- required qualifications
- rate of pay
- department
- opening date and closing date and time

b) Where a part-time employee is to be hired as a replacement or in addition to the complement of part-time employees, or where a temporary vacancy in excess of ninety (90) days will be filled, that vacancy will be posted in a similar manner.

c) Employees selected to fill a vacancy in accordance with this Article shall be on probation in the new position for a period of ninety (90) days from the date of appointment. During this period the employee may be returned by the Employer or voluntarily choose to return to their former position, without loss of seniority and benefits, if they are not satisfactorily performing the job.

d) Filling of Vacancies or New Positions

Vacancies or new positions shall be filled on the basis of qualifications and ability sufficient to perform the job. Where qualifications and ability are relatively equal and sufficient, the senior applicant shall be awarded the position.

i) Bidding of Vacancies

Employees shall be entitled to bid for a new position or vacancy by means of written application.

ii) Commencement of Job

An employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting unless mutually agreed otherwise.

iii) Within five (5) working days of awarding the position, the name of the selected applicant will be posted on designated bulletin boards for a minimum of seven (7) calendar days, with a copy forwarded to the Local of the Union.

iv) Qualifications of Applicants

The Employer, on request, shall furnish the Local of the Union with details of qualifications of the successful applicant.

v) Reasons to be Given to Unsuccessful Applicants

Upon request, the Employer will inform the internal applicants of the reason for their application being rejected. Such reasons shall be given in writing if the Local of the Union so requests.

8.06 Temporary Vacancies

Temporary Vacancies of ninety (90) days or longer shall be posted subject to the posting provisions identified in Article 8.05 – Posting of Vacancies.

ARTICLE 9 – LAYOFFS AND RECALLS

- 9.01 When reducing full-time or part-time employees or recalling laid off full-time or part-time employees, seniority shall prevail; provided, however, the senior employee has the qualifications and ability to handle the work to be performed.
- 9.02 In the event of recall of an employee, for normal duties, the Employer shall make every reasonable effort to reach the employee by phone and/or email. The employee concerned must notify the Employer within ten (10) days of receiving notification of recall by either phone or email, stating their acceptance or refusal of the employment offered. In the event that the Employer is not contacted as herein stated the said employee shall be deemed to be terminated. It is the employee's obligation to inform the Employer of any changes in the status of their contact information.

ARTICLE 10 – TEMPORARY AND CASUAL EMPLOYEES

- 10.01 The Employer has the right to hire casual and temporary employees as required for regular coverage and for emergency situations.
- 10.02 Casual and Temporary employees are as defined in Article 11 of this Agreement.
- 10.03 The provisions of Articles 1, 2, 3, 4, 5, 7, 10, 11, 13, 14, 15, 24 and 25 shall apply to such employees.
- 10.04 Such employees shall receive Public Holidays and/or pay for Public Holidays in accordance with the current *Saskatchewan Employment Act, Part II*.
- 10.05 Such employees shall receive annual vacation pay in accordance with the current *Saskatchewan Employment Act, Part II*.
- 10.06 The Employer agrees to comply with any other applicable legislation with respect to the employment of these employees.
- 10.07 Hourly rates of pay for casual employees who do not work in a classification covered in Schedule 'A' shall be paid not less than the current minimum wage provided under the applicable Provincial legislation.
- 10.08 Rates of pay for Temporary employees and for casual employees who work in a classification covered in Schedule 'A' shall be paid not less than the starting rate provided in Schedule 'A' for the classification in which they are employed.

10.09 Casual and temporary employees who have accumulated not less than one thousand and forty (1040) hours of paid work, without a break in service in excess of three (3) months, shall be entitled to exercise seniority rights under the provisions of Article 8.05, when applying for posted positions.

10.10 Casual employees who have not been at work or scheduled for a period of time in excess of three (3) months shall be deemed to have terminated their employment.

ARTICLE 11 – DEFINITIONS

11.01 For the purposes of this Agreement, the following definitions shall apply:

- a) A full-time employee is an employee who is appointed to a full-time position (guaranteed 32 hours per week) and is regularly scheduled to work the full daily and weekly hours as stated in Article 20.
- b) A part-time employee is one who is appointed to a regular part-time position and is regularly scheduled to work less than the full weekly hours (guaranteed 15 hours per week) as stated in Article 20. Part-time employees will be required to work the shifts scheduled by the Employer.
- c) Casual employees are those who work on a call-in basis, and who do not work a regular and recurring schedule but are permitted to state their availability for work, or employees who are hired for a term of less than ninety (90) days.
- d) Temporary employees are those who are newly hired for a specific term of part-time or full-time work of more than ninety (90) days duration.

ARTICLE 12 – TECHNOLOGICAL CHANGE

12.01 The Employer shall abide by the provisions of *The Saskatchewan Employment Act* in regard to technological change.

ARTICLE 13 – NOTICE BOARDS

13.01 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it 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 14 – SAFETY AND HEALTH

14.01 The Local of the Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. The Parties agree to comply with the provisions of *The Occupational Health and Safety Regulations, 2020* and there shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Article. *The Occupational Health and Safety Regulations, 2020* form part of the Collective Agreement.

14.02 Copies of *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations, 2020* shall be accessible to staff.

14.03 Time Off for Health and Safety Training

Where an employee attends a training program, seminar or course of instruction on health and safety matters conducted or provided by the Occupational Health and Safety Division and as scheduled by the Employer, such attendance will be considered time worked and the employee shall suffer no loss of pay or benefits.

14.04 Referral of Safety Concern

An employee or group of employees who have a health and safety concern should endeavour to resolve the concern by first referring the concern to Shelter Management or the OH&S Committee Co-Chair who will investigate and take remedial action.

14.05 Transportation of Accident Victims

Employees who require immediate care as a result of a workplace accident or acute illness shall be transferred to the nearest practitioner or emergency service at the expense of the Employer.

14.06 Working Alone

Working alone means to work at a work site as the only worker of the Employer at that work site, in circumstances where assistance is not readily available in the event of injury, ill health or emergency.

The Employer shall take all reasonably practicable steps to eliminate or reduce risks arising from the conditions and circumstances of working alone. The steps:

- a) Must include the establishment of an effective communication system that consists of:
 - i) radio communication; or
 - ii) phone or cellular communication; or

- iii) any other means that provides effective communication in view of the risks involved.

In compliance with *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations, 2020*, the Employer will ensure a policy is developed, in consultation with the Local of the Union, to address additional precautions that may be required to protect employees working alone. The policies and procedures shall be posted in a place accessible to all employees.

14.07 First Aid Kits

The Employer shall provide and maintain a first aid kit for every department within the Shelter and any other worksite where a worker works or is required or permitted to be present.

14.08 Violence in the Workplace

The Employer and Local of the Union agree that violence against employees in the workplace will not be tolerated and agree to work together to reduce the incidence and causal factors of violence.

In compliance with *The Occupational Health and Safety Regulations, 2020*, the Employer will ensure a policy is developed, in consultation with the Local of the Union, to address the prevention of violence, the management of violent situations and reduce the causal factors of violence and provide support to employees who have faced violence. The policies and procedures shall be posted in a place accessible to all employees.

14.09 Workload

The Joint Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive workload concerns. This mandate shall include the responsibility to substantiate, investigate, define and make recommendations to rectify the workload concerns.

The Committee shall issue a report on their findings and make recommendations to the Employer and the Local of the Union within thirty (30) days of receiving the concern.

Within thirty (30) days, the Employer shall consider the findings and recommendations and determine at their sole discretion whether those recommendations are practical or sufficient. The Employer shall advise the Joint Occupational Health and Safety Committee and the Local of the Union, as to what reasonable steps it has taken or proposes to take to address the workload concerns identified by the Committee.

14.10 Employee Assistance Program

Both parties recognize that there are many and various emotional stresses inherent in the operation of an animal shelter.

An Employee Assistance Program (EAP) was developed to provide counselling and support programs for a variety of personal or professional issues that may arise throughout the worker's employment with the Saskatoon SPCA.

Participation in the program is voluntary, confidential, and at the employee(s) discretion.

14.11 The Society agrees to maintain all equipment and vehicles in good operating order at all times. No employee will be required to operate equipment that is not in safe operating condition or not equipped with safety appliances as required by law.

14.12 It shall be the responsibility of the employees to report immediately to Shelter Management all safety and/or mechanical defects on the equipment/vehicles which they have operated on their shift that day.

14.13 It shall be the obligation of the Society to keep unsafe equipment out of service until the equipment is repaired.

14.14 Rabies Vaccination

At the employee's request, the Employer will cover the cost of the basic series of rabies vaccinations and booster vaccinations.

ARTICLE 15 – NO STRIKE OR LOCK OUT

15.01 The Union agrees that during the life of this Agreement, there will be no strike, slow down, stoppage of work, study sessions, or any withdrawal of normally provided services, and the Employer agrees that during the life of this Agreement there shall be no lock outs.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.01 A grievance shall be defined as any difference or dispute, arising out of the Collective Agreement, between the Employer and any employee or the Local of the Union.

16.02 No grievance shall be considered which is not presented at Step 1 within fourteen (14) calendar days after the event or circumstances giving rise to the complaint came to the attention of the employee or employees concerned.

16.03 Where a grievance does arise, the parties to this Agreement shall make an earnest effort to resolve such differences through the following procedure:

Step 1

The Union shall seek to informally resolve, with the manager or designate, any difference or dispute between the Employer and any employee(s), and/or the Union pertaining to any issue that may lead to a written grievance as defined in this Article. The Employer shall render a written decision within three (3) business days.

Step 2

The Union shall submit the grievance, in writing, to the Executive Director or designate within twenty-one (21) calendar days of notification of an unsuccessful attempt at settlement through informal discussion at Step 1. The written grievance shall state the facts and circumstances giving rise to the grievance, which provisions of the Agreement are alleged to have been violated and what restitution is requested. Upon receipt of the formal grievance, the Executive Director or designate shall, within fourteen (14) calendar days, meet with the union to conduct a formal problem-solving meeting to resolve the matter. The Employer will provide the written results of this meeting to both parties within three (3) business days.

Step 3

If the grievance is not satisfactorily resolved at Step 2, the Union shall submit the grievance, in writing, to the Chairperson of the Board of Directors within fourteen (14) calendar days of the receipt of the Step 2 response for consideration by the Executive Committee of the Board. The Executive Committee of the Board shall investigate the circumstances, and meet with the Union Grievance Committee to consider the grievance and give the employee a written decision within fourteen (14) calendar days from the receipt of the grievance in writing.

16.05 If satisfactory settlement is not reached in Section 16.04, Step 3; either party may request arbitration providing the request is made in writing within twenty-eight (28) days of the decision of Section 16.04.

16.06 The party requesting arbitration shall notify the other party of the name of their appointee to an Arbitration Board. Within fourteen (14) calendar days of receipt of such written notice, the party so notified will notify the other party of his appointee to the Arbitration Board. The two appointees shall meet as soon as practical, but unless otherwise agreed between the Employer and the Union, within a period of ten (10) working days and jointly select a Chairperson.

- 16.07 If the appointees cannot agree upon a Chairperson or fail to do so, they shall jointly request the Minister of Labour of Saskatchewan to appoint a qualified person to act as Chairperson of the Arbitration Board.
- 16.08 The Arbitration Board shall not have jurisdiction to alter, add to, subtract from this Agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms of this Agreement or to deal with any matter not covered by this Agreement.
- 16.09 The decision of the Arbitration Board shall be final and binding on both parties. Each party shall bear the expenses of its Appointee and the Employer and the Union shall equally bear the fee and expenses of the Chairperson.
- 16.10 The time limits specified in Sections 16.03, 16.04, 16.05 and 16.06 above may only be extended by written agreement of the Employer and the Union.
- 16.11 In the absence of such agreement, the following shall apply:
- a) Should the Employer fail to reply within the required time limits, the Union shall have the right to proceed to the next step.
 - b) Should the Union fail to proceed to the next step within the required time limits the grievance shall be deemed to be abandoned.
- 16.12 Representatives of the Union shall not suffer any loss of regular pay for time involved in Grievance meetings with the Employer at Step 1 or Step 2.
- 16.13 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer with respect to the Grievance Procedure.

ARTICLE 17 – LEAVE OF ABSENCE

- 17.01 Leave of absence without pay for personal reasons may be granted. Wherever possible, employees requesting a leave of absence must do so in writing at least 48 hours prior to the schedule being posted. In emergency situations the 48 hours' notice shall be waived.
- 17.02 When notice cannot be provided, the employee can arrange for another employee to cover their scheduled shift, provided the following conditions are met:
- Overtime is not accrued by either party.
 - Only employees who have worked, or are working in the same department shall be eligible to cover the shift.
 - Both parties have signed the notification prior to submission acknowledging the change.

- 17.03 Insofar as operational efficiency will permit, upon not less than ten (10) working days' notice to the Employer, a maximum of four (4) employees elected or appointed to represent the Union at conferences, meetings, or conventions, shall be allowed leave of absence without pay to a maximum of five (5) working days on any such occasion.
- 17.04 An employee on leave of absence without pay shall not be eligible for payment of statutory holidays that fall during the authorized period of absence.
- 17.05 Employees shall be granted Maternity, Paternity and Adoption leave in accordance with requirements of Saskatchewan Labour Legislation.
- 17.06 Full-time and part-time employees shall be granted Victim of Interpersonal Violence leaves in accordance with the requirements of *The Saskatchewan Employment Amendment Act, 2019*.

ARTICLE 18 – STATUTORY HOLIDAYS

- 18.01 The Employer agrees to comply with the provisions of current Provincial Labour Standards with regard to Statutory Holidays. For the purposes of this Article the following shall be recognized as Statutory Holidays:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	Saskatchewan Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	National Day for Truth and Reconciliation	Boxing Day

When a Statutory Holiday falls on an employee's scheduled day off, the employee shall take another day in lieu of that Statutory Holiday. Such day in lieu shall be designated, by mutual agreement between the employee and the Employer, to fall on a day within twenty-eight (28) days after the Statutory Holiday. Employees working less than forty (40) hours per week shall have their statutory holiday pay prorated.

ARTICLE 19 – ANNUAL VACATION

- 19.01 The Employer agrees to provide all employees with annual vacations in accordance with the following schedule:

Three (3) weeks vacation - after one (1) year of service
Four (4) weeks vacation - after five (5) years of service
Five (5) weeks vacation - after twelve (12) years of service

Employees working less than full-time will have the above schedule applied with days prorated based on time worked.

19.02 Vacation Schedules

The Employer reserves the right to limit the number of employees permitted to be absent on vacation from any classification or department at any time.

Annual vacation shall be scheduled as follows:

- a) Annual vacations shall be regulated on a mutually agreed basis. In cases of disagreement subject to operational requirements, seniority shall be the deciding factor.
- b) Employees shall submit their requests by April 15th of each year for summer vacation and by October 15th for Christmas and winter vacations.
- c) Employees who do not request annual vacation before April 15th and/or October 15th shall forfeit their right to use seniority. All vacation requests after this date shall be on a first come first served basis.
- d) Vacation approvals shall be posted no later than May 1st and November 1st of each year.

19.03 Employees Called Back from Vacation

Where an employee has scheduled a period as an annual vacation at a time agreed to by the Employer and the Employer does not permit the employee to take the annual vacation as scheduled, the Employer shall reimburse the employee for any monetary loss suffered by the employee as a result of the cancellation or postponement of the annual vacation, upon submission of receipts.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.01 The Employer retains the right to schedule hours of work of employees as may be necessary to provide required coverage at all times. Assignment shall be from within the department where the work is required and based on seniority, qualifications and ability sufficient to perform the work with availability being the deciding factor.

20.02 In recognition of the nature and purpose of the Society it is agreed that all employees will respond, without undue delay, to any request to return to duty in the event of emergency. Employees called back shall be paid a minimum of three (3) hours at their regular rate of pay including travel time to the shelter.

20.03 A full day shall consist of eight (8) hours, as scheduled by the Employer. Full weekly hours shall consist of forty (40) hours per week. Employees shall not work more than five (5) days per week. A week shall be defined as 12:00 a.m. (00:00) Sunday to 12:00 p.m. (23:59) Saturday.

20.04 Extended Shifts

Extended Shifts of ten (10) hours per day may be implemented and the following shall apply to those working an Extended Shift:

- a) Overtime shall be paid for all hours worked in excess of ten (10) hours in any one day and forty (40) hours in a week.
- b) Annual Vacation shall correspond to the employee's scheduled hours of work.
- c) Statutory Holidays falling on an employee's scheduled day off or the day in lieu of the Statutory Holiday shall be scheduled a ten (10) hours day.
- d) Sick Leave accumulations and days taken shall be considered and expressed in hours.

20.05 Maximizing Hours in Part-Time Positions

As part-time positions are vacated and approved for staffing, discussions shall take place between the Employer and the Local of the Union and subject to an agreement between the Employer and the Local of the Union, shifts may be redistributed in the following manner:

- i) Maximizing the most senior qualified part-time employee to a full-time position.
- ii) Distribution of shifts by seniority qualified between part-time employees with the aim of incorporating the most hours in a position.
- iii) In the above cases, the term 'qualified' shall be determined either through proof of experience or satisfactory ability to perform duties.

Where there is no agreement, the part-time position shall be posted in accordance with Article 8.05.

20.06 Overtime Rates of Pay

Employees shall not work overtime unless authorized by the Employer.

a) Overtime by Seniority

All employees shall be eligible for overtime in their department and all overtime shall be offered in order of seniority.

b) Overtime Against Wishes

No employee shall be required to work overtime against their wishes when other qualified employees within the work unit are willing to perform the required work.

- c) All hours worked in excess of the daily normal full-time hours of work shall be paid at the rate of one and one half (1-½) the regular rate of pay.

20.07 Employees working a full eight (8) hour day shall be allowed a fifteen (15) minute rest period in each of the first and second half of such shift. Employees scheduled for less than a full eight (8) hour day shall be allowed a fifteen (15) minute rest period in each scheduled work period of not less than four (4) continuous hours.

20.08 Insofar as operational efficiency will permit, all full-time employees shall be scheduled for two (2) consecutive days off in each week.

20.09 Work schedules for full-time and part-time employees shall be posted seven (7) days in advance. The Union shall be notified if there is any change to the current scheduling practises.

20.10 An employee reporting for work on a scheduled shift shall be paid for a minimum of three (3) hours at his regular rate of pay.

20.11 On-call hours and duties shall be assigned equitably among qualified staff members. Any on-call hours arising due to illness, absence, or added need for coverage shall be offered based on seniority among qualified staff.

The Employer will text, email or call all qualified employees and assign the call-in to the most senior employee who responds in the affirmative within one-half hour of contact.

Employees required to be on call shall receive the greater of sixty-five dollars (\$65.00) for each day so assigned or time and one-half (1-½ X) their regular rate of pay for time actually worked while on call. Each on call shift shall cover the period between the Shelter's closing and opening time the following morning.

20.12 Employees required to serve as a witness in court on business related to their employment outside of their regularly scheduled hours shall be paid at one and one-half times (1-½ X) their regular rate of pay for all hours performing such duties for a minimum of three (3) hours.

Wherever possible the company vehicle shall be used by employees required to go to the courthouse.

Mileage to the courthouse and back to the Shelter shall be paid by the Employer at **forty-two cents (0.42¢)** per km provided the employee is required to report to the Shelter prior to reporting to court; and the company vehicle is not available.

All parking expenses will be covered by the Employer.

20.13 No split shifts will be scheduled except by mutual agreement between the Employer and the employee.

20.14 Insofar as the operational efficiency will permit, weekends off shall be scheduled on an equitable basis.

20.15 The Employer and the Local of the Union recognize that euthanasia is an unfortunate reality of this shelter. Therefore, this task, whenever possible, shall be divided on an equitable basis.

Compassionate leave shall be granted to those employees performing euthanasia as outlined in Article 20.16.

20.16 In addition to the above, individual employees who have performed mass euthanasia (over 20 animals in one day), and have completed all of the necessary paperwork, shall be given the next day off without loss of pay or benefits. Employees will not be expected to work a scheduled shift in addition to completing the necessary paperwork.

The Employer recognizes that compassion fatigue can affect all employees at the Shelter. Full-time employees not required to perform euthanasia will be allowed up to two (2) days per year for compassion fatigue leave without loss of pay and benefits, and part-time employees not required to perform euthanasia will be allowed up to one (1) day per year for compassion fatigue leave without loss of pay and benefits.

Employees performing euthanasia will be granted a minimum of two (2) days per year, plus allowed one (1) additional day for every one-hundred and twenty (120) animals euthanized, for compassion fatigue leave without loss of pay or benefits. The numbers will be tracked through the logs kept to record the amount of animals euthanized.

ARTICLE 21 – VEHICLES, EQUIPMENT AND BUILDINGS

21.01 In order to retain their employment all employees, who are required to operate vehicles, shall be required to possess and maintain a valid Saskatchewan Operator's Licence, with valid endorsements as may be required by Employer policy or applicable legislation, and be accepted and remain insurable by the Employer's insurance company. Employees shall be responsible for immediately advising the Employer of any restrictions placed on their Operator's Licence and failure to do so will be deemed just cause for termination.

21.02 Should the Employer incur additional insurance costs, due to the driving record of any employee who is required to operate an Employer vehicle, such additional costs shall be recovered from the employee by payroll deduction.

21.03 The Employer agrees to provide suitable accommodation to allow employees to store personal effects and clothing.

ARTICLE 22 – EMPLOYEE RECORDS, DISCIPLINE/DISCHARGE

22.01 Personnel File

Upon receiving **forty-eight (48)** hours written notice (excluding weekends) from the President of the Local, an employee shall have access to review their personnel file with the exception of pre-employment references contained therein.

An employee shall have the right to obtain copies of any material, excluding pre-employment references, in their personnel file.

22.02 Disciplinary Documents on Employee's File

- a) A copy of any document or other information placed on an employee's file which might at any time be used as the basis for disciplinary action, shall be supplied concurrently to the employee and to the Local of the Union. Responses to any document shall, upon the request of the employee, be added to the employee's file. Said document shall be removed after eighteen (18) months and will not be used against an employee in the disciplinary action, provided no subsequent discipline has occurred within the eighteen (18) month period.
- b) All documents must be signed and dated by the employee. Such signature shall not constitute agreement with the contents of said document.
- c) After six (6) months, an employee and/or the Union may request in writing that a reprimand be removed from the employee's file before the expiration of the eighteen (18) month period. The outcome of the review will be relayed to the employee in writing.
- d) Discipline concerning more serious infractions may be retained on the employee's file for up to a four (4) year time period depending on the seriousness of the infraction.

22.03 Documentation of Disciplinary Action

- a) When an employee is dismissed, reprimanded or suspended, the Employer shall advise the employee in writing of the reasons for the action taken and a copy shall be submitted to the Local of the Union at that time.
- b) If the employee concerned wishes to respond they may do so in writing and such response will become part of the documentation. A copy of their response shall be forwarded to the Local of the Union by the Employee.
- c) Nothing from the employee's file of which the employee was not aware at the time of filing may be introduced as evidence in any hearing.

22.04 Progressive Discipline

Except in cases of gross misconduct, progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory.

22.05 Presence of a Union Representative

- a) In cases where the Employer considers an employee's conduct to warrant disciplinary action (dismissal, suspension, verbal or written reprimand) no step shall be taken to ensure such reprimand(s) are other than in the presence of a Union representative. The employee shall have an opportunity to state their side of the case in advance of discipline being imposed.

It is also agreed that:

- i) In cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the employee and the Local of the Union.
- ii) The Local of the Union and the employee shall receive notification of any meeting related to an employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting, including, but not limited to, whether the meeting involves the employee's personnel record, job performance or sick incident usage. The Union representative shall be given a reasonable opportunity to meet with the employee with no loss of pay or benefits prior to the employee's scheduled meeting with the Employer.

b) **Meeting with Employee(s)**

Any employee(s) who feel they have been aggrieved may request permission from Shelter Management to discuss the complaint with a Local of the Union representative. Neither the employee(s) nor the Local of the Union representative shall suffer loss of pay.

c) **Meeting with Employer**

The Employer agrees that one Local of the Union representative as identified may leave assigned duties temporarily in order to discuss matters covered by the grievance provisions with the Employer. Where a dispute involves a question of general application or interpretation and affects employees of more than one department, the Employer agrees that the Union representatives may leave assigned duties in order to discuss matters covered by the grievance provisions.

Such Local of the Union representatives shall not suffer any loss in pay for the time spent meeting with the Employer. Employer and Local of the Union designate must make suitable arrangements for an appropriate time and location for such discussions.

ARTICLE 23 – SICK LEAVE AND BEREAVEMENT LEAVE

23.01 Definition of Sick Leave

- a) Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled due to physical, mental or emotional illness.
- b) An Employee shall not be entitled to use sick leave credits because of an illness or disability covered and paid by the Workers' Compensation Board or for which Income Replacement benefits are paid under *The Automobile Accident Insurance Act*.
- c) All full-time employees shall earn sick leave credits at the rate of ten (10) hours per month of service. Part-time employees, who are regularly scheduled to work in excess of twenty (20) hours per week, shall earn sick leave credits on a prorated basis, i.e. ten (10) hours for each one hundred and seventy-three (173) hours actually worked.

23.02 Accumulation of sick leave credits shall be allowed to a maximum of three-hundred and sixty (360) hours.

23.03 A doctor's certificate shall be required for any sick leave more than three (3) days in duration; however, the Employer reserves the right to require such certificate for any sick leave.

23.04 A deduction shall be made from accumulated sick leave credits of all working hours absent for sick leave.

23.05 Employees claiming sick leave shall notify the Employer as soon as possible before the employee would normally report for work. Employees not notifying the Employer in accordance with the procedure within one and one half (1-½) hours of the start of their shift will be considered absent without leave, unless an emergency situation prevented the employee from calling in.

23.06 Bereavement Leave

- a) Bereavement Leave with pay of up to five (5) working days in duration shall be granted to an employee upon the death of their spouse (including same sex), common law spouse, parent, child, sister, brother, grandchild or grandparent, and corresponding in laws.
- b) Three (3) regularly scheduled consecutive working days in the event of the death of great grandparents, niece, nephew or in laws.
- c) Where established cultural practices provide for ceremonial or other responsibilities, an employee shall apply to Shelter Management or designate for appropriate time off. All time off for cultural or ceremonial responsibilities which exceeds the agreed to time off in Articles 23.06 a) and b) will be without pay.

- d) Where an Employee is required to travel over five hundred (500) kilometres or more one way to attend the funeral the Employee shall receive a maximum of two (2) additional days leave without loss of pay and benefits based on their scheduled shifts. Such leave shall be continuous with the leave as defined in the preamble above.
- e) Bereavement leave may be subject to verification upon request of Shelter Management.

23.07 After the close of each calendar year, the Employer shall advise each employee of the amount of sick leave they have accrued.

23.08 Bereavement Leave with pay will be provided for the death of a companion animal of up to two (2) days per animal, to a maximum of four (4) days per calendar year.

ARTICLE 24 – BENEFITS

24.01 Optional Registered Retirement Plan

The Employer will offer employees an optional registered retirement plan.

Eligibility: Employees who are eligible for benefits will be enrolled in the plan 6 months from their start date.

Details and conditions of the matching program:

Employees who choose to participate must contribute three percent (3%) of their salary and the Employer agrees to contribute a matching three percent 3%. If an employee discontinues plan contributions, they must wait six (6) months before the contributions can be reinstated.

If the employee leaves the employment of the Saskatoon SPCA before two (2) years of participation in the retirement plan, they will only be able to take their contributions to the plan. If the employee leaves the employment of the Saskatoon SPCA after two (2) years of participation in the retirement plan, they will be allowed to keep both the Employer contributed portion as well as their own contributions.

After five (5) years of continuous contributions to the plan, the Employer will match up to five percent (5%) of an employee's salary.

After ten (10) years of continuous contributions to the plan, the Employer will provide one thousand dollars (\$1,000.00) in the form of an RRSP, which is not taxable.

24.02 Benefits Package

The Employer agrees to maintain a current third-party health care benefit plan, with the Employer and employee each paying fifty percent (50%) of the cost.

The Employer agrees to cover one hundred percent (100%) of the cost of the additional mental health care support added to the package.

ARTICLE 25 – HARASSMENT

25.01 Shared Responsibility

The Employer and the Local of the Union acknowledge a shared responsibility to:

- prevent harassment
- promote a safe, abuse-free working environment
- uphold the philosophy of zero tolerance of harassment

25.02 Policy

The Employer shall ensure a policy is developed jointly with the Local of the Union to address the issue of workplace harassment. The policy shall ensure that:

- Individuals are aware of the seriousness with which the parties view harassment.
- Incidents are jointly investigated in a prompt, objective, sensitive and confidential manner not precluding the use of a third party.
- The necessary corrective action is taken.
- Employees/Managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs and where applicable, how to carry out an investigation, such training shall be considered time worked and the employee shall suffer no loss of pay or benefits.

25.03 Principle of Fair Treatment

The principle of fair treatment is a fundamental one and both the Employer and the Local of the Union do not and will not condone any improper behavior on the part of any person that would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

ARTICLE 26 – UNION MANAGEMENT COMMITTEE

26.01 a) Purpose

- i) To foster and promote effective communication, mutual respect, understanding and confidence between the Employer and the Local of the Union and their respective memberships.**
- ii) To recognize the mutual value of discussions in matters pertaining to the working conditions and morale of the employees.**
- iii) To discuss and implement communication strategies which promote and enhance a positive image of the Saskatoon SPCA.**

b) Membership

- i) For the Union, the Committee shall be comprised of the Local President, Vice-President and Local Union Staff Representative.**
- ii) For the Employer the Committee shall be comprised of the Shelter Management. The attendance of a Board member is encouraged.**
- iii) Either the Employer or the Local of the Union may call or permit the attendance of resource personnel, at their own expense.**
- iv) Employees attending such Committee meetings shall be released from duty without loss of pay or benefits.**

c) Meetings

- i) Regular meetings of the Committee shall be held at mutually agreed dates, but shall be held no less than every four (4) months.**
- ii) The duties of the Chairperson shall alternate between the parties.**
- iii) Minutes of the committee meetings shall be recorded and distributed to the committee members within fourteen (14) calendar days following the meeting.**
- iv) Recording Secretary shall be Management's responsibility.**

26.02 Policy

The Employer shall make available all policies affecting employees who are members of the bargaining unit. Upon request, the Employer will forward a copy to the Secretary of the Local of the Union.

ARTICLE 27 – WORKPLACE COMMUNICATION

27.01 Email will be the usual method of communication with employees. All employees will be expected to check their email upon reporting for their shift.

27.02 On urgent matters, a commitment will be made to contact people directly rather than electronically.

ARTICLE 28 – SECURITY CAMERAS

The Employer will inform the President of CUPE Local 3477 of all locations of security cameras utilized at the Saskatoon SPCA. Security cameras will not be used to monitor employee workstations or employee performance. Security cameras will be used as a security system for the employees and place of business. Except in the case of gross misconduct, including theft, security cameras will not be used for disciplinary purposes. Intentional blocking or tampering with the cameras is strictly prohibited and subject to discipline. Shelter management will inform the President of the Local of any changes regarding the security cameras.

ARTICLE 29 – PREVIOUS AGREEMENTS

29.01 This Agreement constitutes the total Agreement reached between the parties and supersedes any and all previous agreements either oral or written.

29.02 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Secretary of the Union.

ARTICLE 30 – DURATION OF AGREEMENT

This Agreement shall come into force and take effect as and from the first (1st) day of January, 2024 and shall continue in force until the thirty-first (31st) day of December, 2024, and from year to year thereafter, unless either party gives written notice to renegotiate this Agreement. Such written notice to be given not more than one hundred and twenty (120) days nor less than sixty (60) days prior to December 31, 2024.

ARTICLE 31 – RETROACTIVITY

31.01 Wage increases will be retroactive to January 1, 2024 and shall apply to all current and reinstated employees as of January 1, 2024 to date of ratification.

SIGNING PAGE

Signed this 21st day of Nov. **2024**, in the City of Saskatoon, Saskatchewan.

ON BEHALF OF

Saskatoon Society for the Prevention
of Cruelty to Animals, Inc.
(Humane Society):

Canadian Union of Public Employees,
Local 3477:

Cylena D.
Trud Rupp

Catherine Berris
cc Regis
Steffen
Bar Hudson

SCHEDULE 'A' – SCHEDULE OF WAGES (HOURLY RATES)

Effective January 1, 2024 - \$0.65 Across the Board

Classification	Start	1 Year or 1040 hours	2 Years or 2080 hours	4 Years or 4160 hours
Coordinator & Registered Veterinary Technologist	23.16	23.50	23.84	24.31
Animal Care Attendant - Level 2	16.09	16.80	17.28	17.95
Animal Care Attendant - Level 1	15.30	16.31	16.99	17.67
Kennel Attendant/Adoption Counsellor/Reception/Maintenance	15.00	16.00	16.69	17.37
Coordinator Assistant	16.09	16.80	17.28	17.95

Employees shall qualify for the above increments on the basis of hours worked plus hours of paid leave and maternity leave. Employees shall be allowed to transfer hours between classifications where rates of pay are equal.

LETTER OF UNDERSTANDING #1

BETWEEN: Saskatoon Society for the Prevention of Cruelty to Animals, Inc.
(Humane Society)

AND: Canadian Union of Public Employees, Local 3477

RE: Benefits

A benefit package for full and part-time employees will be provided.

Upon completion of a casual employee's probationary period, the Employer will fund 80% of the cost of a third-party health care benefit plan, up to a maximum of \$30.00 per month per casual employee.

This program will take place effective the date of signing for this Letter of Understanding. Reimbursement or payment from the Employer will take place upon the employee supplying proof of obtaining benefits. The employee must provide proof of coverage to the Employer every six (6) months.

Signed this 21st day of Nov 2024, in the City of Saskatoon, Saskatchewan.

ON BEHALF OF:

Saskatoon Society for the Prevention
of Cruelty to Animals, Inc.
(Humane Society):

Canadian Union of Public Employees,
Local 3477:










