

# COLLECTIVE AGREEMENT

BETWEEN

**MIRAMICHI SAFE HARBOUR SERVICES INC.**

(the “Employer”)

AND

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

**Local 5243**

(the “Union”)

**JANUARY 20<sup>th</sup>, 2021 TO JANUARY 21<sup>st</sup>, 2029**

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## ARTICLE 1: PURPOSE OF THE AGREEMENT

- 1.01 It is the intent of the parties and the purpose of this Agreement to establish certain terms and conditions of employment and to provide a method for the amicable and equitable settlement of differences; and thus, to further in their interests, a sound and harmonious relationship between the Employer and its Employees.

## ARTICLE 2: DEFINITIONS

- 2.01 "Employer" shall mean the **Miramichi Safe Harbour Services** and shall include its delegated representatives.
- 2.02 "Employee" for the purposes of the Agreement shall mean all persons within the bargaining unit employed by the Employer as defined in the *Industrial Relations Act*, RSNB 1973, c I-4, and as specified in Article 2.03 of this Agreement.
- 2.03 Employees may be subdivided into the following categories:
- (a) Full-time employee – shall mean an employee who does work of the bargaining unit for an eight (8) week average of 42 hours per week for Crisis Interveners or 40 hours per week for Child Care workers.
  - (b) Casual employee – shall mean an Employee who does not have any guaranteed hours of work per week.
- 2.04 Plural or Masculine Terms May Apply – Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.
- 2.05 "Day" for the purpose of this Agreement, shall be for a twenty-four (24) hour period.

## ARTICLE 3: RECOGNITION OF THE UNION

- 3.01 The Employer recognizes the signatory union as the sole collective bargaining agent for all Employees of the **Miramichi Safe Harbour Services** save and except management, bookkeeper, outreach workers and those excluded by the *Industrial Relations Act*, RSNB 1973, c I-4.
- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purpose of instruction, inquiry, experimenting, emergency, covering breaks, and covering for Employees whose job duties remove them from the premises; and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work, pay or scheduled shift of any Employee.

- 3.03 No Employee covered by this bargaining unit shall be required or permitted to make any verbal or written agreement with the Employer or its representatives that is contrary to the terms and conditions of this Agreement.
- 3.04 The Union shall notify the Employer in writing of the name of the Union executive members.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 All functions, rights, powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by and vested solely in the Employer.
- 4.02 The Union agrees that it is the sole and exclusive right of the Employer to manage the business and direct the working forces and that all functions which have not been specifically restricted by the clauses of this Agreement are the right of Management. The Union recognizes the importance of job flexibility within the bargaining unit. The Union further recognizes that, in emergency situations, the Employer may assign the duties of the Crisis Intervener or the Child Care Worker to any Employee of the bargaining unit provided such Employee has the ability, skills and qualifications to do such job.

#### **ARTICLE 5: CHECK OFF AND UNION DUES**

- 5.01 T-4 Slip: The Employer will deduct union dues, initiation fees and assessments as set by the union from each pay of all Employees covered by this Agreement. Such deductions will be forwarded to the Secretary-Treasurer of the Union no later than the 10<sup>th</sup> day of the month following the one in which they were deducted.
- 5.02 Notification of a change in the amount of such deduction shall be presented to the Employer in writing by the Union, as far in advance as is practical, but with a minimum time period of thirty (30) days.
- 5.03 The Employer agrees to inform each new Employee, upon hiring, of the fact that an Agreement is in effect. The Union may prepare a sheet containing contact information of the Union Executive and Shop Stewards and provide a copy to the Employer. If it has been provided to the Employer, the Employer agrees to provide a copy of such sheet to any new Employees upon hiring.
- 5.04 Dues supporting documentation: along with the deductions, the Employer will provide:
- (a) a completed Union dues remittance form supplied by the Union, and
  - (b) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as permanent full-time, permanent part-time, casual), classification/job title, regular earnings, hours worked and dues deducted.

- 5.05 The Employer will report the yearly amount of union dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.
- 5.06 It is understood and agreed that the Union will save and hold harmless from the Employer any and all claims which may be made against the Employer by any Employee or Employees for amounts deducted from wages as herein provided.

#### **ARTICLE 6: UNION MEMBERSHIP**

- 6.01 All Employees of the Employer who are presently members of the Union shall continue to be members of the Union as a condition of employment. All future bargaining unit Employees of the Employer shall, as the condition of employment, become and remain members of the Union.

#### **ARTICLE 7: NO DISCRIMINATION**

- 7.01 There shall be no discrimination, interference, restriction, or coercion exercised or practised by the Employer. Both Parties recognize the New Brunswick *Human Rights Act* applies to this Agreement.

#### **ARTICLE 8: GRIEVANCE PROCEDURE**

- 8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 8.02 Servicing grievances: The Employer agrees that Union representatives shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting grievances. It is understood that the Union representative and the members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during work hours, Employees will not leave their jobs without obtaining the Employer's permission. Such permission shall not be unreasonably withheld.
- 8.03 When an Employee has a complaint or grievance, he/she will discuss the matter with the Executive Director, accompanied by his/her steward or a member of the local executive, within ten (10) working days from the time the Employee should reasonably have known of the occurrence of the event upon which the grievance is based.

##### **Step 1**

Should the matter not be settled after discussing the matter with the Executive Director, within five (5) working days after the discussion, the Employee may present his/her grievance with details of the complaint in writing to the Executive Director or his/her designate. If the Employee receives no reply, or does not receive satisfactory settlement within five (5) working days from the date on which he/she presented his/her grievance, the Employee may proceed to Step 2.

**Step 2**

Within five (5) working days of the conclusion of Step 1, the Employee may present his/her grievance with details of the complaint in writing to the Executive Director or his/her designate for delivery to the Board President. Any settlement proposed by the employer at Step 1 and any reply must accompany the grievance when it is presented at Step 2. The Board President shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance is presented at Step 2. Should the Employee not receive a reply or satisfactory settlement of his/her grievance, the Union may refer his/her grievance to arbitration.

- 8.04 Policy grievance: Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Step 2 of the Grievance Procedure within twenty-one (21) calendar days of the occurrence thereof. Should the Union not receive a reply or satisfactory settlement to the grievance, the Union may refer the grievance to arbitration.
- 8.05 Both parties may mutually agree in writing to extend the time limits specified herein.

**ARTICLE 9: ARBITRATION**

- 9.01 If the grievance is not settled, the Employer or Union may refer the matter to a single Arbitrator to be selected in the following manner:
- (a) such referral shall be made by either party giving notice to the other in writing within fifteen (15) working days of the conclusion at Step 2;
  - (b) within fifteen (15) working days of the referral to arbitration by either party, the parties shall endeavor to select a single Arbitrator. In the event the parties are unable to agree upon a single Arbitrator, the Minister of Post-Secondary Education, Training and Labour, for the Province of New Brunswick shall appoint one. The decision of the Arbitrator shall be final and binding on the parties involved; and
  - (c) the expenses and compensation of the single arbitrator shall be shared equally between the parties.
- 9.02 The Employer will grant leave with pay to an Employee when he/she is required to leave his/her employment temporarily to attend grievance or arbitration hearings as a witness for the Employer. The Employer will grant leave without pay to an Employee when he/she is required to leave his/her employment temporarily to attend grievance or arbitration hearings as a witness for the Union.
- 9.03 The parties may agree to proceed with a mediation process or any other alternative dispute resolution process.
- 9.04 Time limits are mandatory unless the parties agree, in writing, to extending the time limits. Section 73 (3.1) of the *Industrial Relations Act* does not apply. Saturdays, Sundays and statutory holidays are excluded in computing the time limits here.

## **ARTICLE 10: DISCIPLINE**

- 10.01 No Employee who has completed his/her probationary period shall be disciplined by suspension without pay, financial penalty, or discharge except for just cause.
- 10.02 Whenever the Employer deems it necessary to discipline an Employee, the Employer shall request a meeting with the Employee in the presence of a Union executive member where the reasons will be presented in writing, with a copy provided to all those in attendance. The date of such meeting, when it occurs, shall be deemed to be the date of the discipline for the purposes of the time limits under the grievance procedure.
- 10.03 For the purposes of this article, there shall be only one official personnel file. Upon twenty-four (24) hours' notice, an Employee shall be given, in the presence of a representative of the Employer, an opportunity to read all documents relating to the assessment of his/her conduct or work performance that are held in the Employee's official personnel file. If requested at such time, an Employee will be provided with a photocopy of such documents. The Employee shall, if he/she so requests, be accompanied by a Union executive member.
- 10.04 A record of disciplinary action shall be removed from the file of an Employee after the expiry of a period of **eighteen (18) months**.
- 10.05 Where an Employee alleges that he/she has been suspended or discharged in violation of Article 10.01, he/she may invoke the grievance procedure as set out in this Agreement, and for the purpose of a grievance, he/she shall lodge his/her grievance at the Step 2 of the grievance procedure.
- 10.06 Failure of the Employer to provide such written reasons for suspension or discharge shall result in the Employee being paid at her regular rate of pay, for the period from the date the suspension or discharge took effect to the date the written reason is presented to the Employee.

## **ARTICLE 11: SENIORITY**

- 11.01 "Seniority" is defined by hours worked and accumulates from the date of hire.
- 11.02 The Employer shall prepare a list of Employees and shall make this list available to the Union by February 1 of each year. The list shall include the position, date of hire and amount of seniority accumulated for each Employee.
- 11.03 "Probationary Period" for all Employees is four (4) months following the date of hire, provided that on the expiration of such period for four (4) months, the Employer may extend the probationary period for a further two (2) months. The total probationary period shall not exceed six (6) months.

11.04 Accumulation of Seniority: An Employee shall accumulate seniority for all regular paid hours, and for all unpaid hours as follows:

- a) Maternity leave up to the maximum set out in the New Brunswick *Employment Standards Act*.
- b) Child care leave up to the maximum set out in the New Brunswick *Employment Standards Act*.
- c) The period of disability on account of an occupational accident that is recognized by Work Safe NB, as compensable within the meaning of the *Workers' Compensation Act* of New Brunswick.
- d) The amount of seniority to be credited to a full-time employee in (a), (b), and (c) above shall be based on forty-two (42) hours per week for the Crisis Interveners and forty (40) hours per week for the Child Care Workers. Employees on workers' compensation benefits should not receive less seniority than what they are actually paid for by Work Safe NB.

The accumulation of seniority as set out in (a), (b) and (c) above shall not entitle the employee to any credits for vacation, sick leave and statutory holidays during the period of leave.

11.05 An Employee shall retain and continue to accumulate seniority rights if she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall lose seniority, forfeit all rights hereunder, and be deemed to be terminated with no right or obligation to rehire if the employee:

- (a) is dismissed and the dismissal is not reversed through the grievance procedure or arbitration procedure;
- (b) resigns;
- (c) is absent for a period of three (3) consecutive working days without notifying the Employer of such absence and without providing a reason for such absence and a reason for not calling in satisfactory to the Employer;
- (d) fails to return to work within three (3) days following notification by registered mail unless the employee can prove just cause. The Employee shall keep the Employer informed of his current address and telephone number;
- (e) is laid off for a period in excess of eighteen (18) months; and
- (f) if he/she is on workers' compensation in excess of twenty-four (24) months from the date of the accident, or the required minimum period as per workers' compensation legislation.

**ARTICLE 12: LAY-OFFS AND RECALLS**

- 12.01 A layoff shall be defined as a reduction in the workforce arising from a shortage of work or a reduction in the hours of work.
- 12.02 Layoff and Recall procedure: In the event of a layoff, Employees shall be laid off by classification and in the reverse order of their seniority. Employees shall be recalled by classification and in the order of their seniority.
- 12.03 No new Employees will be hired before those on lay-off are recalled, providing the Employee on lay-off has the necessary qualifications to perform the work available and is willing to do such work.
- 12.04 The Employer agrees to provide two (2) weeks' notice to the Employees in the event of a lay off.
- 12.05 Grievances on layoffs: Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step 2 of the Grievance Procedure.

**ARTICLE 13: JOB POSTING**

- 13.01 Notice of vacancies on new or existing jobs will be posted by the Employer for five (5) working days. Such notice shall be forwarded by the Employer to the Union. The notice shall contain the following information:
- (a) duties of the position;
  - (b) essential qualifications;
  - (c) other job requirements;
  - (d) salary;
  - (e) shift and hours of work (full-time positions only); and
  - (f) date of posting.
- 13.02 Method of making appointments: Applicants will be considered on the basis of seniority, skills, ability and prior performance. An appointment shall be made for the posted position within 14 days of the close of the competition. All internal applicants shall be considered before any external applicants can be hired. If two or more applicants are determined by the Employer to be equally qualified, the applicant with the greatest seniority will be chosen. Such vacancies may be filled temporarily by the Employer, during the posting period only.
- 13.03 Successful applicants, who are currently Employees, shall be subject to a thirty (30) days worked trial period. If at the end of or during the trial period, the Employer determines that the Employee does not have the ability to perform the job, the Employer shall return the Employee to their former job position and rate of pay without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former job position and rate of pay without loss of seniority.

- 13.04 Union notification: The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of all Employees covered by this Agreement when a change occurs within ten (10) days of such changes.

#### **ARTICLE 14: STAFF MEETINGS**

- 14.01 The Employer shall give a minimum of two (2) weeks' notice when calling a staff meeting, whenever possible.
- 14.02 An Employee required to attend staff meetings outside his/her regular hours of work shall be paid for a minimum of three (3) hours at regular rate.

#### **ARTICLE 15: BREAKS**

- 15.01 Employees who work a minimum of five (5) consecutive hours will be provided one half hour of paid lunch time. Employees who work a minimum of ten (10) consecutive hours will be provided one hour of paid lunch time. Due to the nature of the Employer's operation, when Employees are scheduled to work on Saturdays and Sundays, where replacement is not possible, they may be requested to remain on the premises during their break.

#### **ARTICLE 16: HOURS OF WORK**

- 16.01 Working Schedule:

(a) Crisis Intervener - The hours and days of work of each full-time Crisis Intervener shall be posted in an appropriate place at least one month in advance. The Employer shall not alter a posted schedule without prior notification to affected Employees. The schedule shall consist of two (2) day shifts (12 hours) immediately followed by two (2) night shifts (12 hours) followed by 4 days off. The average regular hours shall be 42 hours per week. Such schedule shall be based upon an eight (8) week cycle.

(b) Child Care Worker - The hours and days of work of each full-time Child Care Worker shall be Monday to Friday, eight (8) hours per day and forty (40) hours per week, subject to additional client need. Where the child care worker is required to work on a Saturday or Sunday, then he or she shall receive a day off which shall be taken within the following week.

- 16.02 Additional hours available for work shall be equitably offered to casual Employees up to a total of 48 hours per week per casual Employee.

- 16.03 Time off between shifts: Except by mutual agreement between the Employer and the Employee, time off between shifts shall not be less than twelve (12) hours, except for staff meetings.

## ARTICLE 17: OVERTIME

17.01 Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay, or one (1) hour of time off in lieu per hour of overtime worked. The Employee shall have the discretion to choose the method of compensation for overtime.

17.02 Any work performed while

- I. on vacation;
- II. on holiday;
- III. on scheduled day off;
- IV. in excess of seven consecutive workdays, unless otherwise mutually agreed; and
- V. in excess of the regular hours of work as defined in Article 16.01 (excluding staff meetings);

shall constitute overtime and be compensated for in accordance with Article 17.01.

17.03 Where operational requirements permit, overtime must be authorized in advance by the Employer.

17.04 Sharing of overtime: Where the Employer decides to assign overtime work, overtime shall be equitably distributed among Employees qualified to assume the responsibility.

17.05 Minimum call-back time: An Employee who is called in and required to work outside her regular working hours shall be paid for a minimum of three (3) hours.

## ARTICLE 18: HOLIDAY

18.01 List of Holidays - The Employer recognizes the following as paid holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- New Brunswick Day
- Labour Day
- Thanksgiving
- Remembrance Day
- Christmas Day
- Family Day
- **Boxing Day**
- **Truth and Reconciliation**

As well as any other day as proclaimed by the municipal, provincial or federal government.

## 18.02 Working on Holidays

- (a) Employees who are scheduled to work on a holiday shall be paid at the rate of time and one half (1 ½) their regular rate for all hours worked that day (“holiday pay”) plus granted another regular shift (8 hours) off in lieu of the holiday at a mutually agreed upon time.
- (b) When a paid holiday falls on a full-time Employee's scheduled day off, the Employee shall have her paid holiday (8 hours) rescheduled at a time mutually agreeable to the Employer and the Employee.
- (c) To be eligible for holiday pay for one of the said paid holidays, Employees must have worked on the scheduled work day prior to the paid holiday and the scheduled work day immediately after the paid holiday, unless such absence occurs during any paid leave.
- (d) A shift that falls mainly within a holiday as noted in 18.01 will be paid as a holiday.

18.03 For the purpose of casual Employees, if a casual Employee is scheduled to work on a holiday, she shall be paid one and one-half (1 ½) the regular rate of pay for hours worked.

## ARTICLE 19: VACATION

19.01 Full-time Employees shall receive an annual vacation with pay in accordance with the Employee’s years of employment as follows:

**One (1) year to five (5) years – two (2) regular work weeks;**

**Six (6) years to ten (10) years – three (3) regular work weeks;**

**Eleven (11) years to fifteen (15) years – four (4) regular work weeks;**

**Sixteen (16) years or more - five (5) regular work weeks.**

19.02 Every Casual Employee shall be entitled to annual vacation pay paid with each pay cheque at the rate of :

**1 hour but less than 10,400 – 4% of gross earnings;**

**10,400 hours but less than 18,200 – 6% of gross earnings;**

**18,200 hours but less than 31,200 – 8% of gross earnings;**

**31,200 hours or more --- 10% of gross earnings.**

- 19.03 Each Full-time Employee shall earn vacation leave credits for each full calendar month of employment. A Full-time Employee who commences employment on or before the sixteenth (16<sup>th</sup>) of the month shall be eligible to begin accumulating vacation credits for that month. A Full-time Employee who commences employment after the sixteenth (16<sup>th</sup>) of the month shall be eligible to begin accumulating vacation credits the following month.
- 19.04 Vacation will be granted according to business and operational requirements and according to seniority. Deadline for vacation requests will be April the 30<sup>th</sup> of any given year. Notice of approved vacation is posted by May 15<sup>th</sup>. After that date, vacation will be granted on a first come first serve basis.
- 19.05 When a Full-time Employee is on a leave of absence without pay for any reason, laid off or on suspension from duty for a period exceeding one (1) month, no vacation leave credits shall accumulate for that month, but the Full-Time Employee shall retain any vacation leave credits accumulated prior to such leave or suspension from duty.
- 19.06 A Full-time Employee who becomes hospitalized while on annual vacation or becomes ill for a period in excess of three (3) days may use sick leave credits rather than lose a portion of his/her vacation. In such cases where sick leave is claimed, a medical certificate must be submitted to the Employer and the Employer must be notified at the time of illness. The unused vacation credits shall be used at a later mutually agreed date.

## ARTICLE 20: SICK LEAVE

- 20.01 “Sick Leave” or “Mental Health Days”, for the purpose of this agreement, means the period of time an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 20.02 Upon completion of the probationary period, Employees shall accumulate sick leave credits at the rate of **twelve (12) hours per month to a maximum of one hundred and forty-four (144)**. Unused sick leave has no cash value.
- 20.03 Each Employee who commences employment on or before the sixteenth (16<sup>th</sup>) of the month shall be eligible to begin accumulating sick leave credits for that month.
- 20.04 A deduction shall be made from the Employee’s accumulated sick leave credits for each regular working hour (exclusive of Holidays) that the Employee is absent on sick leave as defined in Article 20.01. Sick leave credits shall also be granted for Family Responsibility Leave or Compassionate Care Leave as per Article 21.05.
- 20.05 The Employee shall be permitted to use sick leave credits while her Workers' Compensation claim is being processed after the 3 day initial waiting period or during the appeal. Any money realised shall be paid back to the Employer and sick leave credits will be re-instated.

- 20.06 An Employee may be required by the Employer to produce a medical certificate for any period of absence in excess of three (3) consecutive days for which sick leave is claimed and, if a certificate is not produced after such a request, the time absent from work will be deducted from the Employee's wages. If such certificate is required, it shall be asked for during the illness.
- 20.07 Where the Employer has reason to believe an individual Employee is abusing the sick leave privileges, a directive may be issued that requires him/her to submit a medical certificate for any period of absence for which sick leave is claimed. Such directive shall be valid for a maximum of three (3) months per incident and shall not be made arbitrarily.
- 20.08 An Employee who is absent from work on account of sickness or accident who wishes to use his/her sick leave credits for such absence, must notify the Employer as soon as possible.
- 20.09 The absence of any Employee who is receiving compensation benefits under the *Worker's Compensation Act* shall not be charged against the Employee's sick leave accrued to his/her credit.
- 20.10 Sick leave shall be granted for medical or dental appointments which cannot be arranged outside of an Employee's normal working hours. The Employee shall notify the Employer of the time of the appointment as soon as the appointment is confirmed. Whenever possible, these appointments should be scheduled during off hours. When Employees only need part of a shift off for such appointments, shifts shall be split in blocks of no less than three (3) hours to minimize the usage of sick leave credits.
- 20.11 Whenever the Employer requests a medical certificate, x-ray or test, except to support a claim for sick leave, such cost of the certificate, x-ray or test, will be the responsibility of the Employer.

**ARTICLE 21: OTHER LEAVES**

**21.01 Bereavement Leave**

- (a) When a member of the Employees' immediate family dies, the Employee shall be granted **five (5)** paid days of bereavement leave and one (1) additional unpaid day of bereavement leave. Immediate family is defined as father, mother, stepfather, stepmother, foster parent, brother sister, spouse, child, ward of the employee, father-in-law or mother-in-law.
- (b) An Employee will be granted **two (2)** days of paid bereavement leave in the event of the death of the Employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
- (c) An Employee may apply for additional unpaid bereavement leave. Approval is at the discretion of the Executive Director.

## 21.02 Maternity Leave

- (a) An Employee who discovers she is pregnant shall notify the Employer in writing at least four (4) months prior to the expected date of delivery or as soon as her pregnancy is discovered, whichever is later. She shall then give two (2) weeks' notice of commencement of leave in the absence of an emergency.
  - (b) An Employee is entitled to take the maximum allowable time for maternity leave as recognized in the *Employment Insurance Act*, SC 1996, c 23.
  - (c) An Employee can commence her eighteen (18) weeks maternity leave as early as thirteen (13) weeks before delivery.
  - (d) Parental and adoption leave entitles an Employee to sixty-two (62) weeks of unpaid parental leave. In the absence of an emergency, four (4) weeks' notice is required for parental or adoption leave. Proof of adoption must be provided to the Employer as per the *Employment Standards Act*. This leave must be completed within seventy-eight (78) weeks of the birth of a natural child or the date of placement of an adopted child.
  - (e) An Employee who is taking both maternity and parental leave must commence the parental leave immediately following the maternity leave unless the Employer and Employee agree otherwise.
  - (f) An Employee must return from maternity and child care leave at the expiry of the leave.
- 21.03 Compassionate Care Leave - The Employer recognizes that due to unexpected circumstances, for an Employee's family member who is gravely ill and who is at risk of death within twenty-eight (28) weeks, the Employer shall issue a "Record of Employment" to enable the Employee to receive up to six (6) weeks of Employment Insurance benefits for Compassionate Care Leave under the *Employment Insurance Act*.
- 21.04 Family Responsibility Leave - The Employer shall grant up to three (3) unpaid days off during a twelve (12) calendar month period of Family Responsibility Leave to meet responsibilities related to the health, care or education of a person in a close family relationship with the Employee as set out in the *Employment Standards Act*.
- 21.05 During the two week waiting period before benefits are paid under the *Employment Insurance Act*, Employees may use up to three (3) days of sick leave credits in a twelve (12) month period for Family Responsibility Leave, or alternatively for Compassionate Care Leave.
- 21.06 Union Business - Leave of absence without pay shall be granted upon request by the Employer to Employees elected or appointed to represent the Union business. However, not more than two (2) Employees shall be entitled to leave of absence at the same time for this purpose, where operational requirements permit.

21.07 Grievances - An Employee who has filed a grievance in accordance with the grievance procedure in Article 8, shall be granted time off work without pay when a grievance hearing is held, including arbitration.

#### 21.08 Examination Leave

(a) If an Employee is required by the Employer to write examinations to maintain qualifications or position, such Employee shall not suffer any loss of pay or seniority in order to write such examination held during the Employee's working hours. Leave shall be granted in a non-arbitrary or non-discriminatory fashion. Optional and/or Employee-requested workshops and meetings are not included in this article.

(b) If an Employee is required by the Employer to attend courses on a regularly scheduled workday, it will be considered paid time.

(c) The Employer shall cover tuition fees for mandatory training/re-certification.

(d) Requisite courses, at time of hire (i.e. Initial First Aid/CPR course, remain the responsibility of the Employee) are exempt from this article.

21.09 General Leave - The Employer may grant a leave of absence with or without pay to an Employee requesting leave for good and sufficient cause. Such leave without pay will not be unreasonably withheld.

21.10 Negotiations Employees selected as appointees of the Union on the bargaining committee shall be given a leave of absence without pay for time spent at the bargaining table with the Employer or representative.

21.11 Court Leave - The Employer shall grant leave of absence without pay and without loss of seniority to an Employee who serves on a jury or as a court witness.

**21.12 In the event a worker is threatened or in conflict of interest with a client, the employee shall be granted time off with pay and no loss of benefits until the situation is resolved up to 3 days inclusive.**

### ARTICLE 22: SECURITY

22.01 The Employer agrees that no Employees of the bargaining unit shall be laid off or suffer reduction of hours of work or benefits due to the contracting out of work.

### ARTICLE 23: NO STRIKES OR LOCKOUTS

23.01 There shall be no strikes or lockouts during the term of this Agreement.

## **ARTICLE 24: HEALTH AND SAFETY**

24.01 Both parties agree that the *N.B. Occupational Health and Safety Act* shall apply to the parties of this agreement.

## **ARTICLE 25: GENERAL CONDITIONS**

25.01 Bulletin board: 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 other notices which may be of interest to the Employees.

25.02 The Employer agrees to supply each Employee, at the beginning of each month, a list showing their accumulated stat time, sick time and vacation time from the prior month including an accumulated total of all months.

25.03 Fundraising: Employees using their own vehicle when fundraising, shall receive mileage paid as per the Province of New Brunswick travel policy as amended from time to time.

## **ARTICLE 26: COPIES OF AGREEMENT**

26.01 The Employer shall make available copies of this Collective Agreement so that each Employee will be issued a copy and a copy will be given to each new Employee hired.

## **ARTICLE 27: CORRESPONDENCE**

27.01 Except where otherwise provided, official communication in the form of correspondence and or the service of any court documents between the Employer and the Union may be given by mail and/or email as follows:

To the Employer:      Executive Director  
                                 **Miramichi Safe Harbour Services Inc.**  
                                 PO Box 249  
                                 Miramichi, NB E1V 3M3  
                                 Email: [director@safeharbourservices.com](mailto:director@safeharbourservices.com)

To the Union:            Secretary-Treasurer  
                                 CUPE Local 5243

**ARTICLE 28: HEALTH AND DENTAL PLAN**

- 28.01 The present Extended Health and Dental Plan (Plan Number INSERT) shall continue in effect during the term of this Agreement and the Employer shall pay 50% of the premium and the Employee shall pay 50% of the premium.
- 28.02 The parties shall continue to pay premiums for Life Insurance as follows: Employer 50% and Employee 50%
- 28.03 Full-time employees must have three (3) months full-time status completed before being eligible to qualify for Health and Dental Plan.**

**ARTICLE 29: LABOUR MANAGEMENT COMMITTEE**

- 29.01 The parties to this Agreement recognize the mutual benefits to be derived from joint consultation and agree to the establishment of a labour-management committee. The committee shall consist of two (2) representatives from the Union and two (2) representatives from the Employer. The parties agree that the committee shall be utilized as a forum for meaningful consultation on contemplated changes in conditions of employment or working conditions not governed by this Agreement and other matters of mutual interest. The committee shall meet upon the request of either party as necessary but in no case shall meet less than bi-annually. Employees attending committee meetings shall suffer no loss of pay for attending such meetings. The committee does not have the power to alter, amend, add to or modify this Collective Agreement. Either party may request the assistance of their respective representatives to attend the meeting of the committee. Both parties shall make every effort to notify the other party at least 2 weeks' in advance with the name of their additional representative.

**ARTICLE 30: WAGES**

- 30.01 The Employer shall pay wages bi-weekly, every second Thursday. On each pay day, each Employee shall be provided with itemized statement of wages and deductions.

**Wages as per Schedule "A"****ARTICLE 31: TERM**

- 31.01 This Agreement constitutes the entire agreement between the parties and shall be in effect for a term beginning January 20, 2021 and ending January 21, 2029, and shall be automatically renewed from year to year unless either party requests negotiations for the amendment of or substitution of this Agreement by giving notice to the other party not less than thirty (30) and not more than ninety (90) calendar days prior to the expiration date of this agreement or any renewal date thereafter.

**ARTICLE 32: MODIFICATIONS**

32.01 This Agreement may be modified where deemed necessary upon the mutual agreement of the Parties.

**ARTICLE 33: RETROACTIVITY**

33.01 Wages under this Agreement are effective from April 1, 2025. Retroactive pay shall apply to all paid hours including regular, overtime and call back by any employee in the bargaining unit. Persons not eligible for retroactive payment are as follows:

- (1) Those who left the employ of the Miramichi Safe Harbour Services before completing their probationary period.
- (2) Those persons who became employed on or after January 20, 2015 and who voluntarily left the employ of the Miramichi Safe Harbour Services prior to the date of the signing of this Agreement.
- (3) Those persons who have been discharged for matters of discipline and haven't been reinstated.
- (4) All ther changes in the Collective Agreement will be effective the date of signing or the date mentioned in this Agreement.
- (5) Those employees who have not completed their 800 hours of probationary period.

DATED this 24 day of July, 2025

DATED this 24 day of July, 2025

FOR THE EMPLOYER

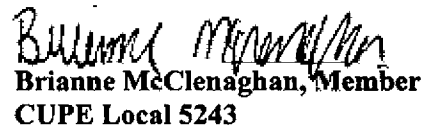
FOR THE UNION



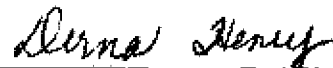
Per: Tanya Stymiest,  
President of the Board of Directors  
of the Miramichi Safe Harbour Services



Per: Melissa Hadden, Member,  
CUPE Local 5243



Brianne McClenaghan, Member  
CUPE Local 5243



Derna Henry, Administrator  
CUPE Local 5243

**SCHEDULE "A"**

**WAGES**

	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
<b>Full-time Employees</b>						1.50%	1.25%	1.25%

Crisis Interveners	\$ 16.00	\$ 20.13	\$ 20.13	\$ 20.13	\$ 24.00	\$ 24.36	\$ 24.66	\$ 24.97
<b>Casual Employees</b>								
Crisis Interveners	\$ 16.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 24.00	\$ 24.36	\$ 24.66	\$ 24.97

IN WITNESS WHEREOF, the parties have signed, this 24 day of July, 2025

FOR THE EMPLOYER:

*Jana Brown*  
*Lobi Matchett*

FOR THE UNION:

*William McMillin*  
*WMA*  
*Donna Henry*

## **Memorandum of Understanding (MOU)**

**Between**

**Miramichi Safe Harbour Services**

**And**

**CUPE – Local 5243**

**Subject: Living Wage Adjustment for Crisis Interveners – WAGE Grant Implementation**

### **1. Purpose**

**This Memorandum of Understanding ("MOU") outlines a mutual agreement between the Employer and the Union to implement a living wage adjustment for Crisis Intervener positions, made possible through funding awarded by Women and Gender Equality Canada (WAGE).**

**The parties agree this initiative supports the shared goals of:**

- Promoting gender equity and economic security**
- Ensuring fair and sustainable compensation**
- Strengthening collaboration between the Union and the Employer**

### **2. Scope**

**This MOU applies to all employees working as Crisis Interveners covered under the current collective agreement between the Employer and the Union as of April 1, 2025.**

### **3. Living Wage**

**Implementation Effective April 1, 2025, the Employer agrees to implement a living wage floor of \$24.00 per hour for all bargaining unit employees classified as Crisis Interveners.**

**This wage adjustment will be:**

- Fully funded by the WAGE grant from April 1, 2025 to March 31, 2026**
- Applied only where current wages fall below \$24.00/hour**
- Backpay to April 1st will be issued to Crisis Interveners as the intended date of funding availability**

**4. Union Acknowledgment**

**The Union acknowledges that:**

**The \$24.00/hour wage rate is a result of time-limited external funding**

**The agreement is intended to support economic security and wage fairness during the term, without creating binding wage expectations for future negotiations**

**5. Duration and Review**

**This MOU shall remain in effect from April 1, 2025 to March 31,2026, unless extended or amended by mutual agreement in writing.**

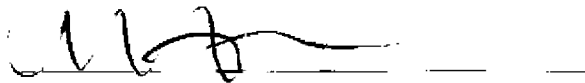
**The Employer and Union agree to meet at least once during the final quarter of the funding period to review the impact of the initiative and discuss potential next steps.**

**6. Signatures**



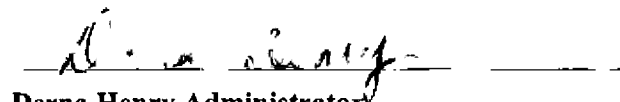
**Tobi Matchett Acting Executive Director**

**Miramichi Safe Harbour Services**



**Melissa Hadden Crisis Intervener**

**Miramichi Safe Harbour Services**



**Derna Henry Administrator**

**CUPE Local 5243**