

**MEMORANDUM OF SETTLEMENT**  
**BETWEEN**  
**CHILD AND FAMILY SERVICES OF GRAND ERIE**  
**AND**  
**CUPE LOCAL 7070 (FORMERLY 181.02, 181.15, 1766)**

1. Whereas the Employer (known as Brant Family and Children's Services and Children's Aid Society of Haldimand Norfolk) met on March 7, 21 and 28, 2022 to negotiate an Interim Collective Agreement for the amalgamated organization, Child and Family Services of Grand Erie as of April 1, 2022;

2. The parties agree to the following Article amendments. All other Articles, Letters of Understanding and provisions of each respective Collective Agreement remain in effect;

**ARTICLE 1 RECOGNITION**

1.0 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Child and Family Services of Grand Erie, in the Counties of Brant including Mississaugas of the Credit First Nation, the City of Brantford, the County of Haldimand, the County of Norfolk, save and except the Financial Analyst, Quality Assurance personnel, Supervisors/Managers, persons above the rank of Supervisor/Manager, Executive Assistant to the Executive Director, Administrative Assistants to the Directors of Services and Administration, Information Services Coordinators, Human Resources Coordinators, and casual or temporary employees hired, through a Service or Employment agreement, to support a specific time limited plan.

1.01 No employee shall be required or permitted to make any written or verbal agreement with the Employer or the Union, or their respective representatives which conflicts with the terms of this Agreement.

**ARTICLE 2 SENIORITY**

2.01 Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall; providing the most senior employee is able to meet the normal requirements of the job in question.

Seniority as herein defined will be given preference where the factors: qualifications, skills, ability, experience, training are equal.

**Note:** employees working 24 hours per week or more are considered full-time employees in regard to accrual of seniority. Employees working less than 24 hours per week will be pro-rated.

## **2.02 Seniority List**

After the satisfactory completion of the probationary periods noted above, the employee's name shall be added to the seniority list and seniority shall be effective from the most recent date of hire to the employer in a bargaining unit position.

The employer shall maintain a master seniority list showing the date upon which each employee's service commenced and current seniority years of service accrued as at the date of list generation. The Employer shall prepare and post the seniority list and email the list to the Union as of April 1st and November 1st of each year. If an employee does not challenge the position on the seniority list within the first ten (10) working days from the date the list is posted, provided the employee is at work when the list is posted, then the employee shall be deemed to have proper seniority standing. In the event the employee is not at work, the employee must notify the Employer in writing of the disagreement with the accuracy of the seniority date within ten (10) working days from the date the employee returns to work. The Employer shall deem the list to be correct if it fails to receive notification of any errors. If there is an error in the seniority list after the ten (10) working day period and the employee advises the employer, the seniority list will be corrected upon the next date of the seniority list being posted. At any time during working hours, up-to-date seniority information shall be available, on reasonable notice, to the Union on application to the Executive Director, or designate.

## **2.03 Recognition of Seniority**

Seniority will be recognized from the date of first hire with the Employer, or legacy employer.

Effective April 1<sup>st</sup>, 2022 recognized seniority excludes any period in which the employee:

- was employed in a managerial position with the employer, outside of the bargaining unit,
- had a break in employment service with the employer
- was on an unpaid leave of absence from the Employer (subject to the provisions of the *Employment Standards Act, Workplace Safety and Insurance Act, or other applicable legislation*) for more than thirty (30) days
- was on a long-term disability leave

Upon the completion of the probationary period, a new employee shall be granted seniority for all hours worked in a prior contract position with the Employer, provided that the contract ended less than 12 months prior to the employee commencing employment in the bargaining unit position, and there has been no break in service.

## **2.04 Probationary Periods**

The probationary period for newly hired staff is as follows:

- (1) Direct service staff, which shall include but not be limited to Child Protection Workers, Access Facilitators, Protection Support Workers: nine (9) months from date of hire, or six (6) months

after successful completion of the Authorization Candidacy Examination (ACE) (for Child Protection Workers only), whichever period is longer. The Employer may, in extenuating circumstances, extend the probationary period for an additional three (3) months with the written agreement of the Union.

- (2) Clerical and other staff: four (4) months from date of hire.
- (3) The Employer may, in extenuating circumstances, extend the probationary period for an additional one (1) month with the written agreement of the Union. Said employees shall be notified in the presence of a union representative.

Upon the completion of the probationary period, the new employee shall be granted seniority for all hours worked during the probationary period including any in a prior contract position with the Employer, provided that there was no break in service with the employer.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except where expressly restricted.

## **2.05 Loss of Seniority**

Seniority rights shall cease and an employee's employment shall be deemed terminated for any of the following reasons, subject to the Human Rights Code:

- (1) if the employee resigns;
- (2) after eighteen (18) consecutive months of layoff;
- (3) if the employee is discharged and the discharge is not reversed through the grievance procedure;
- (4) if an employee has been absent from work in excess of three (3) working days without sufficient cause or without notifying the employee's immediate superior, unless satisfactory reason is given;
- (5) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail or notification delivered by courier to the last known address on the employer's records, to report for work and does not give a satisfactory reason;
- (6) if an employee overstays a leave of absence granted by the employer in writing and does not secure an extension of such leave, unless a satisfactory reason is given;
- (7) upon retirement.
- (8) Is on Workplace Safety and Insurance Board full-time benefits for a period of longer than three (3) continuous years
- (9) Is in receipt of compensation under the Long Term disability Plan for a period of longer than two (2) continuous years

## **2.06 Retaining Seniority**

Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- a) When on layoff for a period of up to eighteen (18) months;

b) When on an approved leave of absence, with the exception of pregnancy and parental leave granted in accordance with Article XX.XX, for a period longer than thirty (30) calendar days;

c) When an employee is promoted to a position outside of the bargaining unit, for a period of not more than twenty-four (24) months.

2.07 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

a) When on authorized employer paid sick leave;

b) When on Workplace Safety and Insurance Board full-time benefits that do not exceed three (3) continuous years;

c) When on pregnancy and parental leave granted in accordance with Article XX.XX;

d) When on approved leave of absence that does not exceed thirty (30) calendar days.

## **2.08 Transfers outside of Bargaining Unit**

No employee shall be appointed or seconded to a position outside the bargaining unit without consent. An employee accepting a vacancy outside the bargaining unit will retain seniority acquired at the date of leaving the unit for a period not exceeding twenty-four (24) months during which time the employee shall have the option of returning to the bargaining unit. No employee, having completed an appointment of twenty-four (24) months outside the Bargaining Unit shall be reappointed outside the Bargaining Unit for a twenty-four (24) month period. If an employee returns to the bargaining unit, the employee shall be placed in an equivalent job within the job classification provided they are able to meet the regular duties of the job. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

## **ARTICLE 3 JOB POSTINGS**

### **3.01 Job Postings**

The Employer shall post notices of permanent Bargaining Unit vacancies and vacancies for temporary contract personnel to fulfill bargaining unit roles for known terms exceeding three (3) months which are covered by this Collective Agreement electronically to all employees.

The posting will be open to internal employees for a period of five (5) working days. The notice shall include the nature of the position, required knowledge and education, ability and skills anticipated start date, or actual start date, whichever is sooner and salary level as well as range within the level.

While job postings may be posted externally and internally simultaneously, eligible internal applicants shall have an opportunity to apply and be considered for the vacant position before external applicants are considered. Written applications received from such eligible employees by the closing date and time specified on the posting shall be acknowledged in writing within 3 business days of the posting close.

It is understood that any employee who is accepted for a posted position may be precluded from applying for another job opening at the same salary level for a period of twelve (12) months from the anticipated start date, or actual start date, whichever is sooner, with the exception of part-time or contractual employees with the opportunity to move into a full-time or permanent position.

If an employee is on a leave of absence when a temporary position is posted, the employee may only apply to the posting if the employee is prepared to return to work at the anticipated start date of the position.

Following the selection and notification to the successful applicant, all other applicants shall be advised of the Employer's decision. All unsuccessful internal interviewees upon request may discuss with management and/or a member of the interview team, if the manager was not a member of this interview team, how to improve future career planning options.

The first two (2) permanent vacancies created by the filling of the posted initial permanent vacancy shall be posted in addition to the posting of the initial permanent vacancy in accordance with the above procedure.

For the purposes of clarity temporary contract personnel will be considered as applicants from outside the bargaining unit for any permanent vacancies that arise under Article XX of the Agreement.

### **3.02 Qualifications**

- a) Should job qualifications be changed by the Employer, bargaining unit members will be deemed qualified for current positions, and those qualifications for which an employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those qualifications.
- b) Should job qualifications be changed as a result of legislation or government directives, the respective Ministry shall work with the Employer and the Union to develop a plan to mitigate any negative impact for staff.

### **3.03 Internal Employee Selection Criteria**

In the case of permanent promotions or transfers, the following factors will apply:

- (1) seniority
- (2) qualifications, skills and ability
- (3) experience and training

Seniority as herein defined will be given preference where factors (b) and (c) are equal.

### **3.04 Trial period**

An employee who is selected for a permanent job shall be given a trial period of up to forty-five (45) working days. At any time during the trial period if either the Employer or the employee determine that

the employee is unable to perform the job or cannot meet the requirements of the job, or should the employee choose to do so, the employee shall revert to the former position without loss of seniority. It is understood that other employees who have been transferred shall be required to return to the former position in the event of an unsuccessful trial period.

#### **ARTICLE 4      RESTRUCTURING, MERGERS AND AMALGAMATIONS**

4.01      It is understood that where a vacancy arises as a result of reorganization, the result of which shall not bring about any increase in the complement, the Employer may first transfer, without posting, an employee to the classification to the step closest to but not to exceed the current salary, and without loss of pay.

If an employee is reassigned, reclassified, or transferred to a different position, management shall ensure that this is not an increase in staff complement, otherwise, this position shall be posted. An employee who is reassigned, reclassified, or transferred shall not suffer loss of pay, and if the employee is moved to a position that has a higher rate of pay, the employee shall be paid the higher rate of pay and shall progress through the range.

It is understood that if an employee is moved from a higher paying grid to a lower paying grid, such employee shall be red circled at the present salary until such time that the lower paying salary grid surpasses the red circled salary.

For the purpose of determining eligibility for step adjustments in the case of a promotion or transfer, if there is a salary increase, the date of any promotion or transfer shall constitute the employee's anniversary date of employment. Such anniversary date shall be further adjusted by the length of an employee's absence from work if the employee is absent for thirty (30) consecutive calendar days or more during the calendar year exclusive of vacations and time off for a work-related injury for which the employee has applied for Workplace Safety and Insurance Benefits.

#### **ARTICLE 5      TERMINATION, LAYOFF AND RECALL**

##### **5.01      Definition of Layoff**

Layoff is defined as a reduction in the workforce complement or an involuntary reduction in hours which results in a reduction in earnings of the type and extent described in the *Employment Standards Act, 2000*.

For clarity, there is no layoff if a reduction is offset by the Employer exercising its discretion to transfer the employee to another position without posting or competition. Where layoffs are to occur, the parties agree to convene a Union/Management Committee meeting in order to attempt, by mutual agreement, to determine how the layoff will be affected. If no such agreement is reached, the provisions of this Article will apply.

##### **5.02      Layoff Process**

In the event of a layoff, the Employer shall identify the classification in which the layoff will occur. For the purposes of this article, the four (4) "classifications" shall be:

- a) Child Protection Workers (all workers that are on the Child Protection/Social Worker I pay grid);
- b) Youth Services Workers, Child Development Workers, Child & Family Support Workers, and;
- c) Clerical Support which is comprised of Legal Assistants, Disclosure Clerks, Finance, Records Clerk, Access & Drive Coordinators and Program Assistants;
- d) Maintenance workers.

5.03 In the event of a layoff, employees in the classification shall be laid off in the reverse order of seniority, providing the remaining employees in the classification possess the required qualifications, and are able to meet the regular duties of the available jobs.

If a layoff results from the reduction of a position in a department, where possible, the Employer shall first transfer the least senior employee in that department whose position is paid at the same level in the Salary Scale into the position of the laid-off employee, providing the transferred employee is able to meet the regular duties of the job.

The Employer will not employ temporary or contract employees in the classification of an employee who is laid-off if the laid-off employee is able to meet the normal requirements of the available temporary or contract job(s).

#### 5.04 **Organizational Changes**

The Employer shall give the Union a minimum of two (2) months' notice in the event the Employer has determined that there will be a reduction in bargaining unit employees and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members. The Employer shall meet with the Union within fifteen (15) working days of the notice at which time the Employer shall advise the Union of its plans. The Employer and the Union will continue to meet on an ongoing regular basis to minimize impact on service.

It is understood and agreed that the layoffs resulting from decreased caseloads are not organizational changes.

#### 5.05 **Permanent Layoff**

An employee who is subject to permanent layoff shall have the following entitlements:

- a) be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or
- b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous

service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the *Employment Standards Act, 2000*.

Nothing in this Article is intended to deprive an employee of any other options upon layoff that may be available to that employee under the Collective Agreement.

The Employer agrees to pay its share of premiums for group insurance plans for the first two (2) months following the month of layoff. Laid off employees will pay their share of such premiums from final wages. In the event of a longer layoff, and not exceeding six (6) months, employees so affected will be given the opportunity to continue the coverage through direct payment provided the plan permits it.

#### **5.06 Recall**

In the event of an increase in staffing in a classification, employees laid off from that classification shall be recalled first in reverse order of layoff. If the available positions are not filled in accordance with the foregoing, employees laid off from other classifications shall be recalled in reverse order of layoff. No recall will be made unless the employee in question has the required qualifications and is able to meet the normal requirements of the available job.

5.07 The Employer recognizes the benefit of providing job security within the workplace. The Employer will provide employees with adequate on-the-job training and personal development to equip Union members for further employment opportunities within the agency.

#### **5.08 Contracting Out**

In order to effectively manage, and contain costs within the agency, the Employer may from time-to-time sub-contract with an agent outside the agency. Before sub-contracting outside the agency, the Employer will convene a Union/Management Committee meeting to explore every other option available prior to the layoff of any bargaining unit member.

When the Employer plans to sub-contract outside the agency, the Employer will notify the Union in advance, in writing, concerning the proposed sub-contracting. Should the Union desire further clarification/discussion, the Management's plan will be placed on the next Union/Management Committee agenda.

The Union/Management Committee will review the economic feasibility of the planned sub-contract work remaining with the Bargaining Unit, prior to the issue of any layoff notice.

#### **5.09 Resignation**

All staff must provide one (1) month's notice, in writing, of termination of employment. Any vacation balance owing the employee shall not be considered part of the notice period.



## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **6.01 Grievance Procedure**

For the purposes of this Agreement, a grievance shall consist of any complaint alleging that the provisions of this Agreement have not been complied with or an allegation by an employee that they have been unjustly dealt with in this Agreement. It is the mutual desire of the parties that complaints of employees shall be adjusted as promptly as possible.

### **6.02 Complaint Stage (Verbal)**

An employee shall take up any complaint (verbally) with the employee's immediate supervisor within five (5) working days of the event upon which the complaint originated. The employee may, if the employee wishes, be accompanied by the Steward. The immediate supervisor shall give a verbal reply within two (2) working days.

### **6.03 Grievance Stages (Written)**

#### **Step 1**

If not satisfied at XX.XX, an employee shall take up any grievance directly with the employee's supervisor, using the prescribed form, within three (3) working days of having received the reply from the supervisor as per Article XX.XX. The employee may, if the employee wishes, be accompanied by the Steward. The employee's supervisor shall give a written reply within three (3) working days.

#### **Step 2**

Should an employee not be satisfied with the reply under Step 1, the grievance may within a further three (3) working days be submitted in writing to the Executive Director, or designate, who shall arrange an interview within three (3) working days, with the grievor, with the Steward in attendance. There may also be a representative of the Union present if requested by either party. At this meeting, the grievance will be discussed. The Executive Director or designate will give the decision in writing within three (3) working days following this meeting, with a copy to the Steward.

### **6.04 Group Grievance**

The Union shall have the right to process a Group Grievance in cases where more than one employee may be affected, or where a grievance could not otherwise be processed by an individual employee, commencing at Step 2.

### **6.05 Policy Grievance**

Either party shall have the right to process a Policy Grievance in the case of any difference arising directly between the Union and the Employer relating to the interpretation, application or alleged violation of this Agreement, and such grievance maybe presented by either party commencing at Step 2.

6.06 A claim by any employee who has completed the probationary period that has been unjustly discharged or suspended, shall be treated as a grievance if a written statement is lodged at Step 2 of the Grievance Procedure within five (5) working days after the discharge or suspension is affected. Such special grievance may be settled under grievance or arbitration procedure by:

- a) confirming the Employer's action in dismissing or suspending the employee;
- b) reinstating the employee with full compensation for the time lost; or
- c) by any other arrangement which may be deemed just and equitable.

6.07 When a Manager reprimands an employee and where such reprimand may result in the demotion, suspension or dismissal of the employee, the reprimand shall be made in private, and the employee being reprimanded shall have a Representative of the Union present. An employee who has been reprimanded shall be provided in writing the particulars which caused the reprimand, and a copy shall be provided to the Union Representative. Such reprimand shall remain on the employee's record for a period of eighteen (18) working months. Such reprimand shall be removed from an employee's record after eighteen (18) working months, provided there has been no repeat of a similar incident upon which the original reprimand was based.

## **ARTICLE 7     ARBITRATION PROCEDURE**

**7.01** Where a grievance which has been properly carried through all the steps of the Grievance Procedure outlined in Article 11 above, and has not been settled, the Union or the Employer may, in writing, refer the grievance to a single Arbitrator within twenty (20) working days of the receipt of the decision at Step 2 of the Grievance Procedure.

**7.02** No person may be appointed as a single Arbitrator, who has been involved in an attempt to negotiate or settle the grievance.

**7.03** The decision of a single Arbitrator, constituted in the above manner, shall be final and binding on both parties.

**7.04** No matter may be submitted to arbitration, which has not been properly carried through all previous steps of the Grievance Procedure.

**7.05** The Arbitrator shall not be authorized to alter, amend, add to, substitute, subtract from or modify any of the terms of this Agreement, nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for grievance under this Agreement.

**7.06** The proceedings of the Arbitrator will be expedited by the parties thereto and the decision of the Arbitrator will be final and binding upon the parties thereto and the employees concerned.

### **7.07     Mediation**

Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within twenty (20) working days

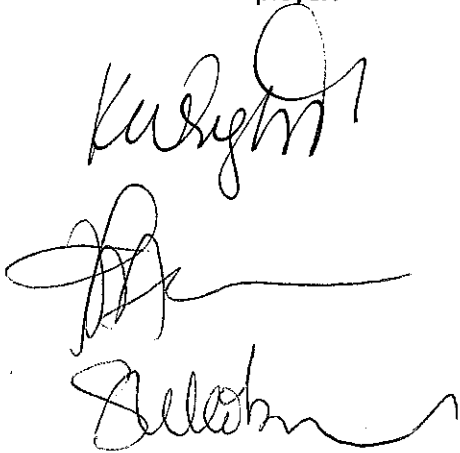
after the disposition of Step 2 and a response from the responding party shall be issued to the requesting party within five (5) working days. The mediator shall be selected by mutual agreement of the parties and costs shall be shared equally. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

In cases where the responding party declines mediation, the timelines to file the matter for arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a mediator but is not resolved to the satisfaction of the parties, the timelines to file for arbitration shall commence upon completion of the mediation stage.

**7.08** Each of the parties hereto will jointly bear the expenses of the Arbitrator and/or Mediator.

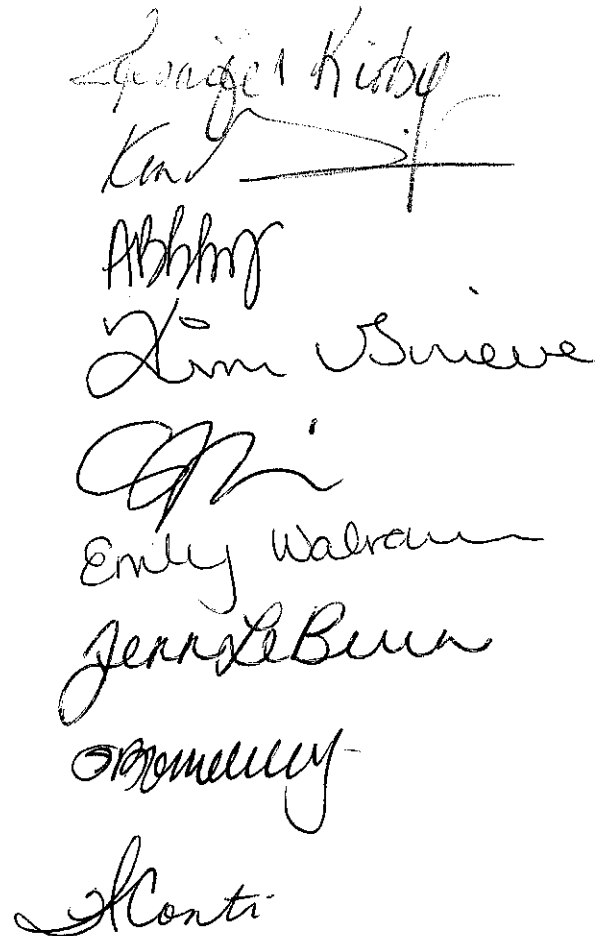
**Signed this 28th day of March, 2022 in the town of Townsend, Ontario**

**For the Employer:**



Three handwritten signatures for the Employer, written in black ink. The top signature is the most legible, appearing to be 'K. Wright'. The middle signature is a cursive flourish, and the bottom signature is 'Beloban'.

**For the Union:**



Seven handwritten signatures for the Union, written in black ink. The signatures are: 'George Kirby', 'Ken [unclear]', 'Abby', 'Jim Brieve', 'Emily Walbran', 'Jennelle Bunn', and 'Monti'.