

AGREEMENT

between

THE PROVINCE OF MANITOBA

and

LEGAL AID MANITOBA

- and -

THE LEGAL AID LAWYERS' ASSOCIATION

2019 - 2022

2019 - 2022

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THIS AGREEMENT made this 29th day of September A.D. 2021

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Manitoba, represented herein by the Minister Responsible for the Civil Service (hereinafter referred to as the Employer or the Government), Legal Aid Manitoba (hereinafter referred to as the Employing Authority or Legal Aid Manitoba),

OF THE FIRST PART

- and -

THE LEGAL AID LAWYERS' ASSOCIATION, (hereinafter referred to as the Association),

OF THE SECOND PART

INTERPRETATION

1:01 In this Agreement, unless the context otherwise requires, the expression:

- (a) "Accumulated service" means the equivalent length of service acquired by the employee in accordance with the following:
 - (i) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Government of Manitoba where regular pay is maintained.
 - (ii) Accumulated service does not include any leaves of absence without pay including but not limited to suspensions without pay, workers compensation, and other leave situations.
 - (iii) Accumulated service must be continuous service.
 - (iv) One year of accumulated service equals 1,885 hours.
 - (v) An employee can only receive a maximum of one year of accumulated service in any twelve-month period.
- (b) "Agreement" means this Agreement which may be referred to as The Legal Aid Lawyers' Association Agreement.
- (c) "Council" means the Management Council of Legal Aid Manitoba constituted under Section 5 of The Legal Aid Manitoba Act.
- (d) "Calendar service" means the length of continuous service from the employee's most recent date of hire to the present. Periods of lay-off while not affecting the continuity of service are not included in the calculation of calendar service.
- (e) "Commission" means the Civil Service Commission, constituted under the Civil Service Act or any person designated from the staff of the Civil Service Commission to act on its behalf.
- (f) "Continuous service" means consecutive and contiguous days, weeks, months and/or years of employment with the Government of Manitoba where there has been no break in service involving the termination of the employee.
- (g) "Department" means the Department of Justice.
- (h) "Employee" means a person appointed in virtue of and under authority of Section 17 of The Civil Service Act and employed in a position within the bargaining unit.
- (i) "Employing authority" means Legal Aid Manitoba
- (j) **"Employer" means the Province of Manitoba.**

(k) "Association" means the Legal Aid Lawyers' Association

(l) "Position" means a position of employment with Legal Aid Manitoba, the person employed for which is a member of the bargaining unit.

(m) "Regulation" means a regulation under the Civil Service Act.

1:02 In addition to the terms defined in Section :01 above, and unless the context otherwise requires, terms used in this Agreement shall have the same meaning as provided in the Civil Service Act and Regulations.

DURATION OF AGREEMENT

2:01 This Agreement shall become effective from and including March **30, 2019**, and shall continue in effect up to and including March **25, 2022**, and thereafter until a new Agreement has been consummated, provided however, that notice for revision or termination of this Agreement may be submitted by the Government or the Association to the other party by January 1, **2022**, and in the case of termination given as aforesaid, this Agreement shall terminate on March **25, 2022** If notice for revision or termination of this Agreement is not made by January 1, **2022**, this Agreement will continue in full force and effect for a further twelve (12) months.

2:02 If notice is given for revision of this Agreement as aforesaid, the Association and Government agree that they shall deliver each to the other by the thirty-first (31st) day of January, **2022** their respective proposals for the revision of the Agreement and that such proposals for any alterations or amendments to the Agreement shall be in writing.

2:03 Upon notice being given by any of the parties hereto under the above clause, each party agrees to commence negotiations within twenty (20) working days from the date the proposals are exchanged.

2:04 The time limits contained at 2:01, 2:02 and 2:03 may be changed by mutual agreement of the parties hereto.

2:05 All additions, deletions, amendments, and/or revisions from the previous agreement to this agreement shall be effective the first day of the bi-weekly pay period following the date of signing of this Agreement unless otherwise agreed.

APPLICATION OF AGREEMENT

- 3:01 The terms of this Agreement shall apply to persons employed in positions with Legal Aid Manitoba who are within the bargaining unit of the Legal Aid Lawyers' Association and are appointed in virtue of and under Section 17 of The Civil Service Act with the exception of:
- (a) those persons appointed to and forming part of the Executive Management Committee of Legal Aid Manitoba.
- 3:02 All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

MANAGEMENT RIGHTS

- 4:01 All the functions, rights, personnel pay practices, powers and authority which the government has not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the Government.
- 4:02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with this Agreement as a whole.**

PAY

- 5:01 The Salary Schedule for Legal Aid Attorneys shall be attached as Appendix "A" and shall form part of this Agreement.
- 5:02 Adjustments in pay resulting from the negotiation of this Agreement shall be effective from the bi-weekly pay dates as set out in Appendix "A".

PERFORMANCE EVALUATION

- 6:01 Advancement within a salary range assigned to a classification under this Agreement shall be determined on the basis of satisfactory performance following an evaluation and appraisal of work performed.
- 6:02 A Committee shall be responsible for the appraisal and evaluation of each attorney's performance and for decisions regarding salary adjustments and/or promotions. The composition of the Committee shall be determined by Legal Aid Manitoba but shall normally be deemed to include the Deputy Director of Legal Aid Manitoba and the senior attorney involved. The Committee shall meet to assess each employee's performance at least once per year, on or before the employee's anniversary date.

- 6:03 Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be evaluated under Section :02, the employee will be eligible for an appraisal and evaluation on the first of the month following the date on which the employee returns to work. The effective date of the increase shall be the first day of the bi-weekly pay period which includes the first of the month following the date on which the increment is granted.

RESIGNATION AND TERMINATION

- 7:01 The employee shall give written notice of resignation at least **six (6)** weeks before the date of resignation and shall specify the last date upon which the employee will perform their regular duties. If an employee fails to give written notice of resignation at least **six (6)** weeks before the date of resignation, the employee may be required to pay up to an amount equal to the equivalent number of weeks of deficient notice. **If the employee is able to complete the departure protocols of Legal Aid Manitoba in less than six (6) weeks, the employee may be released at a time lesser than six (6) weeks.**
- 7:02 The employee agrees to return all equipment, keys, identification, and materials belonging to the employer prior to or at the termination date.
- 7:03 The effective date of a resignation shall be the last day upon which an employee is present at work and performs their regular duties except where an employee is absent by reason of legitimate illness.
- 7:04 No employee shall be dismissed without just cause.
- 7:05 Subject to Section :06, the employing authority shall give a written notice of termination to each employee who has been terminated at least one full pay period before the date upon which the termination is to become effective; but the Labour Relations Division may authorize the employing authority, in lieu of the notice of termination required by this Section, to pay the employee an amount equal to the amount of wages or salary that he would have earned if he had been given the full notice of termination.
- 7:06 Section :05 does not apply to an employee who is dismissed for disciplinary reasons.

SEVERANCE PAY

- 8:01 Employees with nine (9) or more years of accumulated service whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be entitled to be paid severance pay in the amount of one (1) week's pay for each complete year of accumulated service, but the total amount of severance pay shall not exceed fifteen (15) week's pay. The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, which was in effect for the employee at the time of retirement, or death.
- 8:02 Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one (1) week's pay for every complete year of accumulated service of portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) week's pay.
- 8:03 For the purpose of this Agreement, continuous employment means consecutive and continuous days, weeks, months, and/or years of employment with the Government of Manitoba where there has been no break in service involving termination of the employee. In calculating continuous service, any approved leave of absence with pay shall not affect continuous service, and any authorized leave of absence without pay or a temporary or seasonal lay-off, while not considered a break in service, shall not be counted in the total continuous service. (eg. 10 years consecutive and continuous service with six (6) months leave of absence without pay and six (6) months seasonal lay-off = 9 ½ years continuous service.)
- 8:04 In addition to the severance pay set out in Section 8:01, employees who retire in accordance with the provisions of The Civil Service Superannuation Act will also be eligible for the following severance pay:
- (a) for employees with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay;
 - (b) for employees with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a);
 - (c) for employees with thirty (30) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsections (a) and (b); and
 - (d) for employees with thirty-five (35) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b), and (c).

CONDUCT OF EMPLOYEES

- 9:01 Each employee shall observe standards of behaviour consistent with the employee's functions and role as a public servant and as a member of the Law Society of Manitoba and in compliance with the terms of this Agreement and the employee shall observe their oath of office and oath of allegiance where the employee has taken an oath of allegiance **or declared through affirmation**.
- 9:02 Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned their position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed their regular duties.

DISCIPLINARY ACTION

- 10:01 Where the Deputy Director believes that disciplinary action of an employee is necessary, he may recommend to the employing authority such disciplinary measures including suspension or termination for just cause as are deemed advisable under the circumstances.
- 10:02 Where a recommendation for disciplinary action has been made to the employing authority, the employing authority may:
- (a) implement the recommended disciplinary action;
 - (b) vary the recommended disciplinary action;
 - (c) where it is determined that no disciplinary action should be taken, advise the supervising attorney and employee of that decision.
- 10:03 Where an employee is suspended or otherwise disentitled from practicing by the Manitoba Law Society and as a result is incapable of performing their regular responsibilities with Legal Aid Manitoba during the period of suspension or entitlement, subject to Section :04, Legal Aid Manitoba shall not be required to maintain the employee's salary during the period of suspension or disentanglement.
- 10:04 Where a suspension or disentanglement by the Manitoba Law Society as referred to in Section :03 has been effected and provided that no further or similar disciplinary action has been taken by the employing authority, an employee so suspended or disentanglement shall have the option of taking their earned vacation credits during the period of suspension or disentanglement.

GRIEVANCE PROCEDURE

11:01 An employee may:

- (a) complain or grieve about any alleged unjust treatment, or discrimination, or alleged unfair working conditions through Steps 1 and 2 inclusive of the grievance procedure; and
- (b) grieve through Steps 1 to 3 inclusive on:
 - (i) the application, or interpretation, or alleged violation of the articles of this collective agreement; or
 - (ii) any matter involving salary administration; or
 - (iii) any action resulting in **discipline including** dismissal, suspension, demotion or a financial penalty.

11:02 It is mutually agreed that every effort shall be made to resolve complaints through discussion with the Deputy Director before a formal written grievance is initiated. Where the matter cannot be resolved as a result of the meeting with the Deputy Director, the aggrieved employee may proceed to the first step of the grievance procedure.

Step 1: Within twenty (20) working days from the time of the alleged grievance, the employee, Association representative, or both shall present the grievance in writing to the Executive Director and the Executive Director shall arrange a meeting to discuss the matter with a view to resolving the issue. The Executive Director shall forward a decision on the grievance to the employee within fifteen (15) working days of the receipt of the grievance at their office.

Step 2:

- (a) For any grievance which is arbitrable as set forth in Section :01(b), if no settlement is reached at Step 1, the employee, Association representative or both shall, within five (5) working days, submit the grievance in writing to the Chair of Management Council who shall issue a decision in writing to the employee within fifteen (15) working days following the receipt of the grievance.
- (b) On any grievance which is non-arbitrable as set forth in Section :01(a), the employee may, within five (5) working days after the decision at Step 1, submit the grievance to Management Council who may delegate at its option its function to the Personnel Committee. Management Council or its designee shall hold a hearing on the grievance with representation being heard from both parties and the decision thereon shall be final and binding.

Step 3: On any and all matters which are arbitrable as set forth in Section :01(b), the employee, with the approval of the Association, shall, within five (5) working days after the decision from Step 2 of the grievance procedure, notify the Executive Director in writing of the employee's desire to submit the matter to arbitration.

- 11:03 The Arbitration Procedure shall be as set forth in Article 12, Sections :01 to :06 of this Agreement.
- 11:04 Any employee, after advising the Association, may abandon a grievance by giving written notice to the Executive Director.
- 11:05 The Association shall have the right to initiate a group grievance at Step 2 of the Grievance Procedure in respect to any matter that is grievable as set forth in Section :01.
- 11:06 Where an employee and/or the Association fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end.
- 11:07 Subject to Section :08, should the employer fail to respond to a grievance within the prescribed time limits, the employee and/or Association may proceed with the grievance to the next step in the procedure.
- 11:08 The time limits as stated herein may be extended by mutual agreement of the employee or Association representative and the employing authority. An extension, if requested, shall not be unreasonably withheld.
- 11:09 All settlements arrived at shall be final and binding upon the employing authority and the Association and the employee or groups of employees concerned.

GRIEVANCE/ARBITRATION PROCEDURE

- 12:01 Where a difference arises between the parties hereto relating to the interpretation or application of this Agreement, including any question as to whether the matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, within five (5) working days after exhausting the grievance procedure established by Article 11 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the said notice shall contain the name(s) for a proposed single Arbitrator.**
- 12:02 The party who receives said notice shall, within five (5) working days of receiving the notice, either agree with the first parties proposed Arbitrator or provide an alternative(s) name for a proposed Arbitrator.**
- 12:03 If the parties fail to agree on an Arbitrator within ten (10) working days of the notice to submit the grievance to arbitration, then either party may avail themselves of the provisions of the Labour Relations Act (C.S.S.M c L10) regarding the appointment of an arbitrator.**

12:04 The Arbitrator shall then hear the matter and determine the difference or allegations and shall issue a decision, which decision shall be final and binding upon the parties and upon any employee or employees affected by it.

12:05 The Arbitrator shall not have any power to add to, subtract from or modify or alter in any way the provisions of this Agreement.

12:06 Each of the parties hereto will equally bear the expenses of the Arbitrator.

HOURS OF WORK

13:01 Hours of work shall be such as to satisfy the normal expectations of the position as determined by a reasonably assigned workload.

13:02 Where, under special circumstances, an employee is required to work excessive periods of time beyond the normal expectations or requirements of the position, the Executive Director may approve reasonable time off with pay on the recommendation of the authorized supervisor.

13:03 For the purposes of benefit calculation, thirty-six and one-quarter (36 ¼) hours per five (5) day work week shall be used as the basis for establishing daily, weekly, monthly and yearly hours of work.

VACATION LEAVE

14:01 For the purposes of this Agreement, a vacation year is the period beginning on the first (1st) day of April and ending on the thirty-first (31st) day of March next following.

14:02 Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:

- (a) where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred;**
- (b) full-time employees will receive vacation credits during approved leaves of absence without pay up to a maximum of forty (40) hours in a vacation year.**

14:03 Employees shall earn vacation credits during each vacation year on the following basis:

- (a) Employees who have completed less than two (2) calendar years of service, shall earn vacation credits at the rate of a maximum of fifteen (15) credits for 1,885 hours of accumulated service to be taken in the vacation year following the vacation year in which the vacation is earned;
- (b) Commencing from the beginning of the vacation year in which two (2) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty (20) credits for 1,885 hours of accumulated service to be taken in the vacation year in which three (3) calendar years of service are completed and yearly thereafter;
- (c) Commencing from the beginning of the vacation year in which nine (9) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty-five (25) credits for 1,885 hours of accumulated service to be taken in the vacation year in which ten (10) calendar years of service are completed and yearly thereafter;
- (d) Commencing from the beginning of the vacation year in which nineteen (19) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of thirty (30) credits for 1,885 hours of accumulated service to be taken in the vacation year in which twenty (20) calendar years of service are completed and yearly thereafter;
- (e) Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year (i.e. 15, 20, 25 or 30 vacation credits per vacation year).

14:04 Vacation credits do not accrue when an employee receives a vacation pay cash out in lieu of vacation time taken.

14:05 An employee shall accumulate vacation credits from the date of commencement of employment.

14:06 (a) Subject to Section :06(d) vacation leave shall be taken in the vacation year following the vacation year in which it is earned. However, with the approval of the employing authority, vacation that has been earned in a vacation year may be taken in that vacation year.

(b) Under no circumstances shall vacation leave be taken in advance of when it was earned.

(c) Vacation leave may be taken only with the consent of the employing authority.

- (d) With the approval of the Commission, the employing authority may authorize that vacation leave of up to ten (10) days be carried forward to the next following year to supplement the vacation period of that year, but in no case will the vacation carry-over be allowed for more than one (1) consecutive year nor will temporary assistance be supplied as a result of this absence.
- 14:07 (a) Where an employing authority finds it necessary to restrict the whole or part of the vacation leave of an employee, the employing authority, after submitting a statement setting out the reasons and the circumstances giving rise to the restriction may, subject to the approval of the Commission, authorize payment of salary in lieu of vacation, and in addition to all other amounts due such employee, the salary to be calculated in the case of an employee other than an employee paid on an hourly or daily basis in any bi-weekly period, at the daily rate for each day of vacation, such pay not to be subject to deduction of pension fund contributions or life insurance contributions.
- (b) An employee whose vacation leave has been restricted may, in lieu of receiving additional pay under subsection (a), subject to subsection (d) of Section :06, elect to postpone the unexpended vacation leave until the next following year.
- 14:08 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

SICK LEAVE

- 15:01 Legal Aid Manitoba may grant sick leave with pay to an employee.
- 15:02 The sick leave to which an employee is entitled shall accumulate:
- (a) during the first four (4) years of calendar service, at the rate of 3.625 hours for each 72.5 hours of accumulated service;
 - (b) after the first four (4) years of calendar service, at the rate of 7.25 hours for each 72.5 hours of accumulated service.
- 15:03 Subject to Sections :04 and :05, sick leave shall not accumulate beyond two hundred and eight (208) working days.
- 15:04 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days (1,508 hours) in accordance with Sections :02 and :03.
- 15:05 An employee shall accumulate sick leave credits from the date of commencement of employment.
- 15:06 Sick leave shall not be taken in advance of when it is earned.

- 15:07 Sick leave shall not accumulate during periods when an employee is absent on sick leave and/or absent on Workers' Compensation for a period of more than ten (10) consecutive working days
- 15:08 When an employee is unable to work and is in receipt of an income replacement indemnity (I.R.I.) from the Manitoba Public Insurance Corporation (MPIC) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the I.R.I. benefit, shall ensure the maintenance of net salary **consistent as if they were in receipt of regular sick leave**. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the I.R.I. and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.
- For clarification purposes only: "net salary" is equal to gross salary less statutory deductions.**
- 15:09 Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.
- 15:10 An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by the employing authority, at any time during or after this period of sickness, a medical certificate certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate acceptable to the employing authority, the employee shall not be entitled to be paid for the period of absence.
- 15:11 An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by the employing authority, a medical certificate as required under Section: 10. Failure to produce a certificate acceptable to the employing authority will result in a loss of pay for the period of absence.

MATERNITY LEAVE

16:01 An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

PLAN A

16:02 In order to qualify for Plan A, a pregnant employee must:

- a) have completed seven (7) continuous months of employment for or with the Government;
- b) submit to the employing authority an application in writing for leave under Plan A at least four (4) weeks before the day specified by the employee in the application as the day on which the employee intends to commence such leave; and
- c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated day of delivery.

16:03 An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:

- a) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c), or
- b) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- c) The Commission may vary the length of Maternity Leave upon proper certification by the attending physician, and recommendation by the employing authority.

16:04 Sections 55(1) through 57 inclusive and 60(1) through 60(3) inclusive of The Employment Standards Code respecting Maternity Leave shall apply "mutatis mutandis".

- 16:05 a) An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of **five (5) days** of accumulated sick leave against the Employment Insurance waiting period, **or such other amount as is necessary to cover an Employment Insurance wait period of up to two (2) calendar weeks.**
- b) Should the employee not return to work following Maternity Leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN B

16:06 In order to qualify for Plan B a pregnant employee must:

- a) have completed seven (7) continuous months of employment for or with the Government;
- b) submit to the employing authority an application in writing, for leave under Plan B at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave;
- c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of delivery;
- d) provide the employing authority with proof that the employee has applied for Employment Insurance Maternity Benefits and that **Service Canada** has agreed that the employee has qualified for and is entitled to such Employment Insurance Maternity Benefits pursuant to Section 23, Employment Insurance Act.

16:07 An applicant for Maternity Leave under Plan B must sign an agreement with the employing authority providing that:

- a) the employee will return to work and remain in the employ of the Government on a full time basis for at least six (6) months following the return to work; and
- b) the employee will return to work on the date of the expiry of the Maternity Leave unless this date is modified by the employing authority; and
- c) should the employee fail to return to work as provided under (a) and/or (b) above, the employee is indebted to the Government for the full amount of pay received from the Government as a maternity allowance during the entire period of Maternity Leave.

16:08 An employee who qualifies is entitled to a Maternity Leave consisting of:

- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :07(c); or
- b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :07(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- c) The Commission may vary the length of Maternity Leave upon proper certification by the attending physician, and recommendation by the employing authority.

16:09 During the period of Maternity Leave, an employee who qualifies is entitled to a supplement to Employment Insurance Maternity Benefits as follows:

- a) **for the duration of an Employment Insurance wait period of up to two (2) calendar** weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
- b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.
- c) all other time as may be provided under Section :09 shall be on a leave without pay basis.

16:10 Plan B does not apply to term employees or employees subject to lay-off.

16:11 During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for Long Service Vacation and Long Service Sick Leave Entitlement.

PATERNITY/ADOPTIVE LEAVE

17:01 A male employee may be granted up to a maximum of **five (5) days** leave with pay, to attend to needs directly related to the birth of the employee's child. Such leave may be granted on the day of, or the day following the birth or adoption of the employee's child, or the day of the employee's wife's admission to, or discharge from hospital, or such other day as may be mutually agreed.

17:02 An employee may be granted up to a maximum of **five (5) days** leave with pay to attend to needs directly related to the adoption of the child. Such leave may be granted on the day of, or the day following, or such other day as may be mutually agreed.

PARENTAL LEAVE

18:01 In order to qualify for Parental Leave, an employee must:

- a) be the natural mother of a child; or
- b) be the natural father of a child or the employee must assume actual care and custody of a newborn child; or
- c) adopt a child under the law of a province.

18:02 An employee who qualifies under :01 must:

- a) have completed seven (7) continuous months of employment; and
- b) submit to the employing authority an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

18:03 An employee who qualifies in accordance with :01 and :02 is entitled to Parental Leave without pay for a continuous period of up to **sixty-three (63) weeks**.

- 18:04 Subject to Section :05, Parental Leave must commence no later than **seventy-eight (78) weeks after the** date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 18:05 Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the employing authority.

COMPASSIONATE LEAVE

- 19:01 An employee shall be entitled to compassionate leave of four (4) working days without loss of salary in the event of the death of a parent, spouse, child or step child.
- 19:02 An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a brother, sister, step brother, step sister, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 19:03 An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.
- 19:04 An employee who is entitled to compassionate leave under Sections :01, :02 and :03 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 19:05 Provided an employee has not received compassionate leave for the death in question, the employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 19:06 An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred and twenty-five (225) kilometres from the employee's home.

FAMILY RELATED LEAVE

20:01 An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the employing authority as follows and charged against the employee's sick leave credits:

- (a) the leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
- (b) the family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
- (c) the amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

20:02 An employee's sick leave accumulation under Article 28 – Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

HOLIDAYS

21:01 The following holidays shall be observed in this Agreement:

- | | |
|-----------------------|--|
| (a) New Year's Day | (h) Labour Day |
| (b) Louis Riel Day | (i) Thanksgiving Day |
| (c) Good Friday | (j) Remembrance Day |
| (d) Easter Monday | (k) Christmas Day |
| (e) Victoria Day | (m) Boxing Day |
| (f) Canada Day | (n) Any other holiday proclaimed by the Federal Government or the Government of Manitoba as a statutory holiday. |
| (g) Civic Holiday | |

Where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

- 21:02 (a) **Legal Aid Manitoba offices shall be closed at one o'clock in the afternoon on December 24th when that day falls on a Monday through Friday, and this day shall be considered as a full working day for purposes of calculation.**
- (c) **Where the employing authority requires an employee to work a regular work day on December 24th when that day falls on a Monday through Friday inclusive, such employee shall be entitled to one-half (½) day of Compensatory Leave with pay to a maximum of four (4) hours.**

- 21:03** An employee is entitled to pay for a holiday on which the employee does not work provided:
- (a) The employee did not fail to report for work after having been scheduled to work on the day of the holiday; except where the employee is terminated for disciplinary reasons or laid off or is ill; and
 - (b) The employee does not absent themselves from work without the employing authority's consent either on the regular working day immediately preceding or following the holiday, unless the employee's absence is by reason of established illness.
- 21:04** An employee who is otherwise entitled under this section to pay for a holiday on which they have not worked shall receive pay whether or not they are on the payroll at the time of the holiday, unless the employee has prior to or on the day of the holiday voluntarily terminated their employment.
- 21:05** If an employee who is entitled to pay for a holiday that falls on a regular working day for reasons outlined in Section :04 hereof does not work on the holiday, the employee shall be paid wages equivalent to one and one-half (1 ½) times the employee's regular rate for the time worked on that day.
- 21:06** If an employee who is entitled to pay for a holiday is required to work on the holiday when it is not a regular scheduled working day, the employee shall, in addition to the regular holiday pay, be compensated at time and one-half (1 ½) for all hours worked, or be granted compensatory leave for such hours worked at the rate of one and one- half (1 ½) hours for each additional hour worked. Such time should not be deliberately accumulated. If suitable compensatory time off cannot be agreed upon within thirty (30) days of the holiday, the employee shall be paid for such hours worked at the applicable rate.

EDUCATIONAL LEAVE

- 22:01** Educational leave practices shall be as set forth from time to time in the regulations under The Civil Service Act with respect thereto. The Association may express its view with respect to the educational leave practices in accordance with the provisions established for the Labour Management Committee.
- 22:02** Where operational requirements permit, the employing authority may grant leave of absence with or without pay to Association members for the purposes of attending at conferences and seminars. Attendance at conferences and seminars by employees within the bargaining unit shall be subject to the budgetary constraints placed on Legal Aid Manitoba and will be referred to the Labour Management Committee for discussion and allocation.

RECOGNITION OF ASSOCIATION

- 23:01 The Government recognizes the Association as the sole and exclusive bargaining agent for those employees within the bargaining unit as set forth in Article 3 herein and such further and other classifications as may be agreed upon by the parties during the currency of this Agreement or any extension thereof.
- 23:02 There shall be no discrimination against any member of the Association because of their participation in lawful Association activities.

ASSOCIATION BUSINESS

- 24:01 The Association agrees to supply the Executive Director with the names of its representatives authorized to represent the Association at meetings with the employer, and similarly the employer shall supply the Association with a list of the personnel authorized to represent Legal Aid Manitoba in meetings with the Association. Both parties agree to provide each other with revisions to their authorized representatives as they may occur.
- 24:02 Time off to attend to Association business shall be granted without loss of earnings on the following basis:
- (a) One Association representative and grievor for time spent processing written grievances in accordance with the Grievance Procedure including arbitration proceedings;
 - (b) Three Association representatives for time spent with representatives of Legal Aid Manitoba and Government during negotiations of a collective agreement;
 - (c) At the discretion of the employing authority, additional leave of absence during working hours may be granted to members of the Association for the purpose of attending to Association business.

ACTING STATUS

- 25:01 Where a person employed in one position has temporarily taken over and has continued to perform for thirty (30) or more consecutive working days, the full duties and responsibilities of some other position having a higher grade of pay, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid the rate of pay for this original position that they would be paid if they had never held the temporary appointment.

25:02 Selection of any employee for temporary appointment to a position with acting status under Section :01 shall be based on the principles set out in The Civil Service Act with respect to promotions. There is no obligation upon Legal Aid Manitoba to advertise or otherwise make known the availability of such temporary position.

PROBATION

26:01 Every person appointed to a position within the bargaining unit shall be on probation for a period of six (6) months or for such longer period, but not exceeding twelve (12) months, as may be determined for the position by the employing authority. At any time during this period the employee may be rejected by the employing authority and notwithstanding any provision of this Agreement, there shall be no appeal against such rejection.

26:02 An employee rejected by the employing authority during the probationary period shall be given eight (8) weeks notice of rejection. This period of notice does not apply to probationary employees terminated for disciplinary reasons.

LABOUR MANAGEMENT COMMITTEE

27:01 In recognition of the mutual benefits to be derived from joint consultation, the parties agree to the establishment of a Labour Management Committee to be comprised of three (3) employee representatives as determined by the Association together with equal representation from Legal Aid Manitoba as determined by the employing authority. The Committee shall meet and consult on all matters of common interest to the parties. The appointees of the respective parties to the Committees shall be named within one (1) month of the signing of this Agreement and notice thereof shall be given to the other party.

TRANSFER OF EMPLOYEES

28:01 Where an employee is to be transferred from one Legal Aid Office to another Legal Aid office within the same city or town, the employee shall be consulted prior to the decision being made on the proposed transfer and following the consultation, the decision of Legal Aid Manitoba shall be binding.

28:02 Where an employee is to be transferred from one Legal Aid Office to another Legal Aid Office in a different city or town, the employee's prior consent with respect to such transfer shall be obtained by Legal Aid Manitoba. The employee's prior consent, however, shall not be unreasonably withheld from Legal Aid Manitoba.

- 28:03 Subject to Section 30:03, where an employee wishes to transfer to another Legal Aid Office in the same city or town, or in a different city or town, Legal Aid Manitoba shall make a reasonable effort to accommodate such transfer provided:
- a) this employee has the skill and ability to perform the duties of the position available and;
 - b) it is in the best interests of Legal Aid Manitoba to effect such transfer.
- 28:04 Where two (2) or more employees wish to transfer to the same position and all the criteria established in :03 above are met, and in addition, the skills and ability of the employees are judged equal by Legal Aid Manitoba, then seniority shall be the determining factor.

PERSONNEL FILES

- 29:01 Upon the written request of the employee, the personnel file of that employee shall be made available for the employee's examination in the presence of an authorized representative of Legal Aid Manitoba. **The employee shall be provided a copy of any document(s) upon request.**
- 29:02 Where a written evaluation of an employee's performance is made, the employee concerned shall be given the opportunity to sign the evaluation form to indicate that the contents have been read. The employee shall be given the opportunity to place their own comments on the evaluation form.

RECRUITMENT AND APPOINTMENT

- 30:01 Subject to Section :03 herein, the selection of individuals by Legal Aid Manitoba for vacant or new positions shall be on the basis of ability, prior work experience and performance, employment equity and seniority. Where ability and work experience, employment equity and performance are equal, seniority with Legal Aid Manitoba shall be the determining factor. Where all other factors and seniority are equal, preference shall be given to candidates employed in a regional office.
- 30:02 Where a vacant position in the bargaining unit is to be filled, the employing authority agrees to post notice of such vacancy at all law centres.
- 30:03 Where a vacant position in the bargaining unit is to be filled, the employing authority shall decide whether to advertise the position internally only or externally. If the decision is to advertise internally and externally, Section :01 shall apply to the hiring process. If the decision is to advertise the position internally only, Section 28:03 shall apply to the hiring process.
- 30:04 Legal Aid will apply the principles and guidelines of **employment equity**, as determined by government policy and the employing authority, to its recruitment and appointment process.

DUES CHECK-OFF

- 31:01 (a) During the term of this Agreement, employees within the bargaining unit shall pay to the Association, by payroll deduction, an amount equal to the regular bi-weekly membership dues of the Association or such lesser amount as may be determined by the Association as representing the per capita cost of negotiating and administering the Agreement. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the full bi-weekly pay period following the date of appointment.
- (b) The Association agrees to indemnify and save the Government harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by Government.
- 31:02 The Government shall not be required to deduct current or retroactive dues for or during any period that employees refuse to work, or in the event of an illegal work stoppage, or for any similar job actions.

GENERAL PROVISIONS

- 32:01 The parties hereto agree that the following provisions shall continue to be recognized during the term of this Agreement:
- (a) The government regulations with respect to the payment of Remoteness Allowances;
 - (b) The government policy with respect to the payment of Mileage Allowance for the use of Privately Owned Vehicles;
 - (c) The government policy with respect to payment as a result of Loss or Damage to Personal Effects;
 - (d) The government policy with respect to Travelling and Related Expenses. Where such policy or regulation is different from the Legal Aid Policy Manual, the Legal Aid Policy Manual shall apply;
 - (e) The practice of Legal Aid Manitoba with respect to payment of Law Society fees, Liability Insurance, and Parking at an employee's place of employment.
 - (f) The Department will pay relocation expenses for Legal Aid Attorneys who transfer from a regional office to Winnipeg or another regional office in accordance with the General Manual of Administration.
- 32:02 The Executive Director may grant leave of absence without pay to employees. Where a request has been denied by the Executive Director, the matter may be referred to the **Management Council** whose decision thereon shall be final.

LAY-OFF AND RECALL

- 33:01 Subject to consideration of respective merits, abilities and records of performance of the employees concerned, in determining the order of laying off employees, consideration shall be given to the service seniority of the employees in the classification from which employees are being laid off.
- 33:02 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, seniority shall apply in the following manner:
- a) For the purpose of this Article there shall be two (2) classifications - Supervising Attorneys and Attorneys.
 - b) (i) A Supervising Attorney who is about to be laid off may displace either the most Junior Supervising Attorney provided the employee is qualified to perform the work or the most Junior Attorney provided the employee is qualified to perform the work;
 - (ii) A Junior Supervising Attorney about to be displaced or laid off may displace the most Junior Attorney provided the employee is qualified to perform the work.
 - c) An Attorney about to be laid off may displace the most Junior Attorney provided the employee is qualified to perform the work.
 - d) The most Junior Supervising Attorney or the most Junior Attorney shall mean the employee with the least amount of seniority in either the Supervising Attorney classification or the Attorney classification.
- 33:03 Employees who are laid off shall be recalled to work in the reverse order of seniority providing they are qualified to perform the work.
- 33:04 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 33:05 Employees who are laid off shall have the right to recall for a maximum period of eighteen (18) months.

DENTAL PLAN

- 34:01 The parties agree to the continuation of the Dental Plan. Contents of the Plan shall be the same as that of the Manitoba Civil Service and altered identically when changes are made.

VISION CARE PLAN

35:01 The Vision Plan shall continue with the following changes:

- (a) effective the first of the month following the date of signing of this Agreement and limited to vision care services performed on and after that date, the basis for payment for covered services shall be the 2012 Optometric or Ophthalmological Fee Guide;
- (b) the 2013 Fee Guide will be implemented effective January 1, 2013;
- (c) the maximum per claimant will be increased to two hundred dollars and seventy-five (\$275) effective the first of the month following the date of signing.

The Province agrees that during the life of this Collective Agreement, members of the bargaining unit will be provided with the same benefit plans as applicable to other government employees who are members of the Government Employees' Master Agreement. Should any changes occur to the Vision Care Plan, the employer will provide the terms of these revised plans to members of the LALA bargaining unit on the same dates as these revised plans are provided to members covered by the Government Employees' Master Agreement.

LONG TERM DISABILITY PLAN

36:01 The parties agree to the continuation of the Long Term Disability Plan which may be amended by the Government from time to time during the term of this Agreement.

36:02 Coverage under the Dental Plan, Drug Plan, Vision Care Plan and Health Spending Account shall be maintained during any unpaid leave required to satisfy the one-hundred and twenty (120) day elimination period or date of initial decision, whichever is later, for the LTD plan.

The Province agrees that during the life of this Collective Agreement, members of the bargaining unit will be provided with the same benefit plans as applicable to other government employees who are members of the Government Employees' Master Agreement. Should any changes occur to the Long Term Disability Plan, the employer will provide the terms of these revised plans to members of the LALA bargaining unit on the same dates as these revised plans are provided to members covered by the Government Employees' Master Agreement.

AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN

37:01 The parties agree to the continuation of the Ambulance and Hospital Semi-Private Plan. Contents of the Plan shall be the same as that of the Manitoba Civil Service and altered identically when changes are made.

VOLUNTARY REDUCED WORK WEEK

38:01 The parties agree that the Province, from time to time, may introduce a Voluntary Reduced Work Week Program available to the employees in the bargaining unit. The provisions of this program shall be determined by the Province.

DRUG CARE PLAN

- 39:01 The parties agree to the continuation of the Drug Care plan as follows:
- (a) eligibility requirements for employees and dependents are the same as the Dental Services Plan;
 - (b) co-insurance based on 80% reimbursement;
 - (c) the maximum payment per contract (family) to eight hundred dollars (\$800) per year;
 - (d) part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.**

Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing employee-paid Extended Health Benefit (EHB) plan

39:02 The Employer agrees to implement a Blue Net Card as soon as possible.

The Province agrees that during the life of this Collective Agreement, members of the bargaining unit will be provided with the same benefit plans as applicable to other government employees who are members of the Government Employees' Master Agreement. Should any changes occur to the Drug Plan, the employer will provide the terms of these revised plans to members of the LALA bargaining unit on the same dates as these revised plans are provided to members covered by the Government Employees' Master Agreement.

In witness whereof the Minister Responsible for the Civil Service has hereunto set their hand for, and on behalf of, Her Majesty the Queen in Right of the Province of Manitoba and the Chair of Management Council of Legal Aid Manitoba has hereunto set their hand for, and on behalf of, Legal Aid Manitoba, and the President of the Legal Aid Lawyers' Association has hereunto set their hand for, and on behalf of, the Legal Aid Lawyers' Association.

Witness

(original signed by Hon. Reg Helwer) _____
Minister Responsible for
The Civil Service Act

Witness

(original signed by Allan Fineblit, Q.C.) _____
Chair, Management Council
Legal Aid Manitoba

Print Name

Witness

(original signed by Gary Robinson) _____
President
The Legal Aid Lawyers' Association

Print Name

APPENDIX "A"- SALARY SCHEDULE**BB1 Special Wages Adjustment applied immediately prior to March 30, 2019:**

<u>BB1 SPECIAL WAGE ADJUST 2%</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
ATTORNEY 1	77,752	81,610	85,714	90,007	94,471
BB1	2,980.48	3,128.38	3,285.70	3,450.28	3,621.38
	41.11	43.15	45.32	47.59	49.95

Effective March 30, 2019 - March 27, 2020

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
ATTORNEY 1	78,849	82,745	86,906	91,274	95,795	
BB1	3,022.53	3,171.88	3,331.38	3,498.85	3,672.13	
	41.69	43.75	45.95	48.26	50.65	
ATTORNEY 2	108,277	113,157	118,282	122,708	129,101	134,983
BB2	4,150.63	4,337.68	4,534.15	4,703.80	4,948.85	5,174.33
	57.25	59.83	62.54	64.88	68.26	71.37
ATTORNEY 3	128,779	133,886	138,973	144,023	149,224	155,882
BB3	4,936.53	5,132.28	5,327.30	5,520.88	5,720.25	5,975.45
	68.09	70.79	73.48	76.15	78.90	82.42
ATTORNEY 4	152,364	157,754	163,258			
BB4	5,840.60	6,047.23	6,258.20			
	80.56	83.41	86.32			

Effective March 28, 2020 - March 26, 2021

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
ATTORNEY 1	79,246	83,161	87,341	91,728	96,268	
BB1	3,037.75	3,187.83	3,348.05	3,516.25	3,690.25	
	41.90	43.97	46.18	48.50	50.90	
ATTORNEY 2	108,826	113,724	118,869	123,313	129,744	135,664
BB2	4,171.65	4,359.43	4,556.63	4,727.00	4,973.50	5,200.43
	57.54	60.13	62.85	65.20	68.60	71.73
ATTORNEY 3	129,422	134,548	139,673	144,742	149,962	156,657
BB3	4,961.18	5,157.65	5,354.13	5,548.43	5,748.53	6,005.18
	68.43	71.14	73.85	76.53	79.29	82.83
ATTORNEY 4	153,120	158,548	164,071			
BB4	5,869.60	6,077.68	6,289.38			
	80.96	83.83	86.75			

Effective March 27, 2021 - March 25, 2022

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
ATTORNEY 1	80,191	84,163	88,381	92,825	97,421	
BB1	3,074.00	3,226.25	3,387.93	3,558.30	3,734.48	
	42.40	44.50	46.73	49.08	51.51	
ATTORNEY 2	110,131	115,086	120,287	124,788	131,295	137,290
BB2	4,221.68	4,411.63	4,611.00	4,783.55	5,032.95	5,262.78
	58.23	60.85	63.60	65.98	69.42	72.59
ATTORNEY 3	130,973	136,155	141,356	146,482	151,759	158,529
BB3	5,020.63	5,219.28	5,418.65	5,615.13	5,817.40	6,076.95
	69.25	71.99	74.74	77.45	80.24	83.82
ATTORNEY 4	154,955	160,459	166,038			
BB4	5,939.93	6,150.90	6,364.78			
	81.93	84.84	87.79			

APPENDIX “B” – ATTORNEY DEFINITIONS

ATTORNEY 1

This is an entry and/or working level with provisions for use as a terminal level for lawyers who demonstrate they have reached the limit of their potential. Incumbents assigned to this level must hold membership in the Law Society of Manitoba and would normally range in experience from 0 - 5 years.

ATTORNEY 2

This is an advanced or senior working level for lawyers which requires a minimum of five (5) years satisfactory experience at the Manitoba bar. Progression to this level from the Attorney 1 level is achieved on the basis of merit following an evaluation and appraisal of the work performed. Experience assessed as equivalent, gained in another government jurisdiction or in private practice, may be credited for hiring into this level.

ATTORNEY 3

This is an advanced level for senior lawyers possessing an advanced degree of expertise who have demonstrated consistently superior performance over an extensive period of time. In order to be eligible for consideration for promotion to this level, a lawyer must have a minimum of ten (10) years experience at the Manitoba Bar **or an equivalent bar** and the promotion must have been recommended by a selection committee consisting of the Executive Director or designate, the Deputy Executive Director or designate, and the lawyer's immediate supervisor and approved by the Management Council of Legal Aid.

The committee shall, by consensus, recommend to Executive Management Committee of Legal Aid Manitoba for approval, candidates for promotion to Attorney 3. A consensus has been reached when a majority of the selection committee are in agreement on the selection. Selections are to be based on a consensus determination that an attorney meets, and is expected to continue to meet, the definition of Attorney 3.

Positions at this level also include Supervising Attorneys and Area Directors and may include other supervisory positions as designated by the Executive Director or designate. Positions in this category for supervising attorneys, area directors and other supervisory positions are based solely upon administration and/or supervisory nature of the function performed.

Supervising Attorneys with at least 10 years at the Bar, other than those designated as General Counsel and/or Area Directors, shall be paid a stipend on a bi-weekly basis in addition to the salary set out in the salary schedule.

**Effective the first of the bi-weekly pay period following the date of signing of this Agreement:
\$135**

Area Directors with at least 10 years at the Bar, other than those designated as General Counsel, shall be paid a stipend on a bi-weekly basis in addition to the salary set out in the salary schedule.

**Effective the first of the bi-weekly pay period following the date of signing of this Agreement:
\$260**

ATTORNEY 4 (GENERAL COUNSEL)

This most advanced level is for expert legal counsel who has exceptional competence in the law and/or exceptional courtroom skills. Incumbents will be designated as General Counsel and besides handling assigned matters directly may be called upon to offer advice and assistance to other counsel. In order to be eligible for consideration for promotion to this level, an attorney must have a minimum of ten (10) years experience at the Bar, including five (5) continuous years of employment as a Legal Aid Lawyer in Manitoba, and must be currently classified as an attorney in the **Attorney 3** classification.

Those Attorneys who meet the criteria established for the Attorney 4 classification may apply to a committee for consideration for promotion to this level. The committee, which shall meet within three months of the date that an Attorney 4 position(s) becomes available, shall consist of the **Executive Director (Legal Aid Manitoba), the Senior Manager responsible for oversight of each candidates' work performance (Legal Aid Manitoba)**, and the Association President or designate, provided said employee is not an applicant.

The committee shall, by consensus, recommend to the Management Council of Legal Aid Manitoba for approval, candidates for promotion to General Counsel. A consensus has been reached when a majority of the Selection Committee are in agreement on the selection. Selections are to be based on a consensus determination that an attorney meets, and is expected to continue to meet, the definition of General Counsel.

The selection or non-selection of a candidate to the Attorney 4 classification is neither grievable nor arbitrable.

MEMORANDUM OF AGREEMENT #1**SUBJECT: DEFERRED SALARY LEAVE PLAN**

The parties hereto agree that the terms and conditions of the Government of Manitoba Deferred Salary Leave Plan shall apply to members of the Legal Aid Lawyers Association bargaining unit.

(original signed by Peter Kingsley, Q.C)
On Behalf of Legal Aid Manitoba

Print Name

October 7, 2021
Date

(Original signed by Gary Robinson)
On Behalf of the Legal Aid Lawyers'
Association

Print Name

September 15, 2021
Date

(original signed by JP Oczkowski)
On Behalf of the Province of Manitoba

Print Name

September 15, 2021
Date

MEMORANDUM OF AGREEMENT #2**SUBJECT: RETENTION ALLOWANCE**

Effective October 1, 2021:

1:01 Permanent and temporary salaried employees who are employed by Legal Aid Manitoba and who reside in a Remote Location are eligible to be paid a Retention Allowance in addition to their regular annual salary and Remoteness Allowance. The Retention Allowance is non-pensionable compensation.

1:02 In order to qualify for a Retention Allowance, employees must be employed by Legal Aid Manitoba and reside in a Remote Location for the entire period of either April 1 – September 30; and/or October 1 – March 31 (the “Payment Periods”). The Retention Allowance will not be paid nor will it be pro-rated if employees are no longer employed by Legal Aid Manitoba or residing within the Remote Location for an entire Payment Period, with the following exceptions:

- (a) When an employee moves to a Remote Location, the Retention Allowance payment will be pro-rated based on the employee’s first date of residence in the Remote Location;**
- (b) The Retention Allowance payment will be pro-rated for employees who relocate to another Legal Aid Manitoba worksite outside of the Remote Location due to a Legal Aid Manitoba initiated transfer; or**
- (c) The Retention Allowance payment will be pro-rated for employees who are on an authorized leave of absence without pay (e.g. maternity leave), and which will be paid out upon the employee’s return to work within the Remote Location.**

1:03 Should an employee qualify for a Retention Allowance, they will receive a Retention Allowance payment of \$6,000.00, less statutory deductions. Thus, should an employee complete both Payment Periods living in a Remote Location, they will receive total Retention Allowance payments of \$12,000.00, less required statutory deductions and subject to allowable pro-rating.

1:04 Should an employee qualify for a Retention Allowance, the \$6,000.00 payment, less required statutory deductions, will be made with the normal salary payment for the pay period which includes the date of March 31 and/or September 30, as the case may be.

(original signed by Peter Kingsley, Q.C)
On Behalf of Legal Aid Manitoba

Print Name

October 7, 2021
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On Behalf of the Province of Manitoba

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September 15, 2021
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MEMORANDUM OF AGREEMENT #3**SUBJECT: LONG TERM DISABILITY**

The employer agrees to amend the plan as described in the "Long Term Disability Income Plan Regulations, 1988", such that a full-time regular or full-time term employee will receive seventy percent (70%) of their pre-disability bi-weekly earnings, and a part-time regular or part-time term employee will receive seventy percent (70%) of their pre-disability bi-weekly earnings in the prior 26 pay periods.

(original signed by Peter Kingsley, Q.C)
On Behalf of Legal Aid Manitoba

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On Behalf of the Legal Aid Lawyers'
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September 15, 2021
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(original signed by JP Oczkowski)
On Behalf of the Province of Manitoba

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September 15, 2021
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MEMORANDUM OF AGREEMENT #4**SUBJECT: GROUP INSURANCE PLAN SURPLUS WITHDRAWAL**

The parties agree that the Province may transfer an amount of one percent (1%) of the 1999 payroll from the employer surplus in the Public Service Group Insurance Fund to the Province at such times and on such terms as the Province deems appropriate.

(original signed by Peter Kingsley, Q.C)

On Behalf of Legal Aid Manitoba

Print Name

October 7, 2021

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(Original signed by Gary Robinson)

On Behalf of the Legal Aid Lawyers'
Association

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September 15, 2021

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(original signed by JP Oczkowski)

On Behalf of the Province of Manitoba

Print Name

September 15, 2021

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MEMORANDUM OF AGREEMENT #5**SUBJECT: COURT ATTIRE**

Where the employer determines that Court Attire is required in the performance of the employee's duties, such shall be provided to the employee.

Term employees will be offered payment for Court Attire, or reimbursement if they have paid for their own Court Attire, after completion of the probationary period.

Where Court Attire is supplied, the employer agrees to replace such as required. The Deputy Executive Director or Legal Director shall determine when replacement is necessary on a case by case basis.

Where an employee disputes the provision of Court Attire, they may file a grievance in accordance with the grievance procedure. The decision at step 2 shall be final for such grievances.

(original signed by Peter Kingsley, Q.C)
On Behalf of Legal Aid Manitoba

Print Name

October 7, 2021
Date

(Original signed by Gary Robinson)
On Behalf of the Legal Aid Lawyers'
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Print Name

September 15, 2021
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(original signed by JP Oczkowski)
On Behalf of the Province of Manitoba

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September 15, 2021
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MEMORANDUM OF AGREEMENT #6**SUBJECT: HEALTH SPENDING ACCOUNT (HSA)**

The parties agree to the establishment of a Health Spending Account for permanent full and part-time employees within the following parameters:

- The maximum claim benefit shall be **seven hundred dollars (\$700)**/year per full-time employee and three hundred dollars **and fifty (\$350)**/year per part-time employee.
- There is no carryover of HSA dollars from one year to the next, but an employee can carry forward claims for up to one year. i.e. a full-time employee had \$150 in claims in the first year. The employee can claim the \$120 and carry forward the additional \$30 in claims for up to one year.
- Employees can apply for reimbursement once claims total \$100 (i.e. the "trigger point").
- Reimbursement for claims is once every two months.
- An employee must file a claim.
- Employees to receive annual statements.
- The plan shall use Revenue Canada's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- Plan coverage and administration is to be determined by the Employer.

The Province agrees that during the life of this Collective Agreement, members of the bargaining unit will be provided with the same benefit plans, as applicable to other government employees who are members of the Government Employees' Master Agreement. Should any changes occur to the Health Spending Account, the Employer will provide the terms of these revised plans to members of the LALA bargaining unit on the same dates as these revised plans are provided to members covered by the Government Employees' Master Agreement.

(original signed by Peter Kingsley, Q.C)
On Behalf of Legal Aid Manitoba

Print Name

October 7, 2021
Date

(Original signed by Gary Robinson)
On Behalf of the Legal Aid Lawyers'
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September 15, 2021
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(original signed by JP Oczkowski)
On Behalf of the Province of Manitoba

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September 15, 2021
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MEMORANDUM OF AGREEMENT # 7**SUBJECT: SATURDAY MAGISTRATE'S COURT AND PROVINCIAL JUDGE'S BAIL COURT ("BAIL PROGRAM")**

As a result of the use of specialty courts including weekend bail courts and demands for Duty Counsel services, the Association and the Employing Authority recognize the need for a more flexible approach to the regular work frequency of Monday to Friday for Duty Counsel to ensure continued service delivery.

Weekend Bail Court

The Weekend Bail Program has been in operation since 2018 with the cooperation of a Staff Counsel. The regular work frequency for this Employee was amended to accommodate the Court Saturday and Sunday and subsequent appearances if required on Monday and Tuesday.

It is understood that where required by particular court responsibilities the work frequency of any employee may be amended to fit those responsibilities with the consent of the Employee and the Employing Authority.

Material and Significant Changes to Duty Counsel Shifts for Existing Employees

If for internal or external reasons, the Employing Authority requires material and significant changes to the days or hours of operation within the duty shifts, the Employing Authority shall give notice to LALA of the required changes.

An internal Expression of Interest will be posted with the specific details of the required changes, duties and responsibilities.

If there is no interest among LALA members, the Employing Authority will have meaningful discussions with LALA regarding either posting a position per Article 30 – Recruitment and Appointment or the Employing Authority may post an external Request for Proposal to the Private Bar to ensure that duty counsel services continue to be provided.

It is understood between the parties that this position will be the Employee's regular work assignment.

Material and Significant Changes to Duty Counsel Shifts for New Employees

The Employing Authority reserves the right to seek agreement from any new Employee hired or who seeks to be voluntarily transferred into the Duty Counsel office to amend the regular work assignment to any day of the week should that be required.

Holidays:

Notwithstanding s. 21:01 of the Agreement, where the Duty Counsel work assignment of an Employee falls on one of the holidays observed in this agreement, and that day is a Saturday or Sunday, the employee shall be entitled to take that day off as a Statutory Holiday.

(original signed by Peter Kingsley, Q.C)
On Behalf of Legal Aid Manitoba

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October 7, 2021
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On Behalf of the Legal Aid Lawyers'
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September 15, 2021
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(original signed by JP Oczkowski)
On Behalf of the Province of Manitoba

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September 15, 2021
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MEMORANDUM OF AGREEMENT #8

SUBJECT: WORKPLACE HEALTH AND WELLNESS

The parties recognize that the health of a person affects how they perform at work, at home and in the community. Health is much more than the absence of disease, it is a combination of physical, mental and social well being. It is believed that workplace practices and policies could be beneficial to the Employer and employees by having:

- Employees who become sick less often;
- Employees who work more effectively and efficiently;
- Employees who are less prone to accidents;
- Employees who are better able to manage stress.

Legal Aid Manitoba and the Association agree to establish a committee with equal representation (two (2) members from each party) to examine health and wellness initiatives that could be undertaken in the workplace.

(original signed by Peter Kingsley, Q.C)
On Behalf of Legal Aid Manitoba

Print Name

October 7, 2021
Date

(Original signed by Gary Robinson)
On Behalf of the Legal Aid Lawyers'
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Print Name

September 15, 2021
Date

(original signed by JP Oczkowski)
On Behalf of the Province of Manitoba

Print Name

September 15, 2021
Date

MEMORANDUM OF AGREEMENT #9

SUBJECT: JOINT COMMITTEE TO OPTIMIZE LEGAL AID SERVICES

The Parties recognize that the nature of our work within Legal Aid Manitoba needs to recognize and reflect the changing society in which we operate; and transform to a more adaptable culture where employees are empowered to develop the skills needed to provide sustainable, modern and innovative public service.

As a result of these changes and the ever-increasing expectations of the public, the Association and the Employing Authority recognize the need for a more flexible approach to the regular work frequency of Monday to Friday to ensure continued service delivery.

Therefore, the Parties agree to form a committee to discuss the creation of additional positions that do not conform with the current Monday to Friday daytime work schedules. The committee shall have equal representation of the parties, with each party having two (2) members on the committee. The committee will explore all facets of the work performed by Legal Aid Manitoba, including the Brydges program.

The intent of said discussions is to explore the feasibility of additional Legal Aid positions with alternative schedules.

The committee will send non-binding recommendations to Management Council for consideration.

(original signed by Peter Kingsley, Q.C.)
On Behalf of Legal Aid Manitoba

Print Name

October 7, 2021
Date

(Original signed by Gary Robinson)
On Behalf of the Legal Aid Lawyers'
Association

(original signed by JP Oczkowski)
On Behalf of the Province of Manitoba

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The following is for informational purposes only and do not form part of the collective agreement:

Leave granted

The Employer confirms that there is a policy related to additional leave which provides for the following:

The Executive Director may approve reasonable time off with pay on the recommendation of the authorized supervisor

The Employer commits to provide a copy of confirmation of this policy to all LALA members.

Letter of Intent

Subject: Cell phone reimbursement

The Employer commits to an annual discussion between the Labour Management Committee and LALA regarding cell phone reimbursements.