

AGREEMENT

between

PROVINCE OF MANITOBA

and

**THE MANITOBA ASSOCIATION
OF CROWN ATTORNEYS**

2014 - 2019

2014 – 2019

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THIS AGREEMENT made and entered into the _____ day of _____, 2017.

BETWEEN

HER MAJESTY THE QUEEN in Right of the Province of Manitoba, represented herein by the Honourable Minister charged with the Administration of The Civil Service Act (herein referred to as the Government)

OF THE FIRST PART

-and-

THE MANITOBA ASSOCIATION OF CROWN ATTORNEYS

(herein referred to as the Association)

OF THE SECOND PART.

WITNESSETH: That for the purpose of promoting co-operation and understanding between the Government and its employees affected hereby, and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, the parties hereto agree as follows:

Article 1 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 services equals 1,885 hours.
 - (v) An employee can only receive a maximum of one year of accumulated service in any twelve-month period.
 - (vi) A vacation credit is one day or portion thereof of vacation with pay;
- (b) **“Agreement”** means this Agreement which may be referred to as The Manitoba Association of Crown Attorneys’ Agreement;
- (c) **“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.
- (d) **“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;
- (e) **“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.
- (f) **“department”** means the Department of Justice;
- (g) **“employee”** means a person employed in a position within the bargaining unit;
- (h) **“employing authority”** means:
 - (i) the Minister presiding over the Department; or
 - (ii) the Deputy Attorney-General; or
 - (iii) any person designated by the Minister to act as employing authority in respect of the Department on behalf of the Minister;
- (i) **“position”** means a position of employment with the Government, the person employed for which is a member of the bargaining unit;
- (j) **“regulation”** means a regulation made under The Civil Service Act.

Article 2 Duration of Agreement

- 2:01 This Agreement shall become effective from and including the **twenty-second (22nd) day of March 2014** and shall continue in effect up to and including **the twenty-ninth (29th) day of March 2019**, 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 the first (1st) day of January **2019**, and in the case of termination given as aforesaid, this Agreement shall terminate on the **twenty-ninth (29th) day of March, 2019**. If notice for revision or termination of this Agreement is not made by the first (1st) day of January, **2019** 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, either party may submit its proposals for the revision of this Agreement to the other party by the **fifteenth (15th) day of January, 2019** and the party who receives such proposals may counter-propose its proposals to the other party by the thirty-first (31st) day of January, **2019**. The parties hereto agree that they would be bound by the proposals made by them and that such proposals for any alteration 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 thirty (30) clear days from the date the proposals are exchanged.

Article 3 Application of Agreement

- 3:01 The terms of this Agreement shall apply to persons employed in positions within the bargaining unit of the Manitoba Association of Crown Attorneys as set forth below:
- Crown Attorneys employed in the Legal Services Branch
 - Crown Attorneys employed in the Manitoba Prosecution Service
 - Crown Attorneys employed in the Legislative Counsel Office
 - Legal Counsel employed by the Public Trustee.
- 3:02 Excluded from the terms of the Agreement shall be the incumbents of the following positions:
- Deputy Minister of Justice and Deputy Attorney General
 - Assistant Deputy Generals
 - Director of Winnipeg Prosecutions
 - Director of Regional Prosecutions and Legal Education
 - Director of Legal Services Branch
 - Director of Prosecutions Information Management
 - Director of Specialized Prosecutions
 - Section Head, Constitutional Law

- Legislative Counsel
- All other legal offices of the Department who do not fall within the definition of the bargaining unit as described within Section: 01 hereof.

- 3:03 The Government recognizes the Association as a sole and exclusive bargaining agent for those employees within the bargaining unit set out in Section :01 herein and, as well, such further and other classes of employees as may be agreed upon by the parties during the currency of this Agreement or any extension thereof.
- 3:04 There shall be no discrimination against any member of the Association because of his or her participation in lawful Association activities.
- 3:05 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation, or physical or mental disability.
- 3:06 All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

Article 4 Management Rights

- 4:01 All functions, rights, personal 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 Government shall act reasonably, fairly, in good faith, and in a manner consistent with this Agreement as a whole.
- 4:03 **The Employer and the Association recognize that in order to properly discharge professional responsibilities, Crown Attorneys, employed in Manitoba Prosecution Services, require adequate opportunity to prepare for court.**

Article 5 Pay

- 5:01 The Salary Schedule for the Legal Counsel series is attached as Appendix "B" and is part of this Agreement.
- 5:02 Adjustments in pay resulting from the negotiation of this Agreement shall be effective from the bi-weekly pay date which includes the effective date of the Agreement.
- 5:03 **The class definitions for the Legal Counsel series are attached to this Agreement as Appendix "A".**
- 5:04 Where, in special cases, the Commission is of the opinion that the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, the Commission may, on the personal recommendation of the Minister of the Department concerned, make such provisions as may be necessary to maintain equity and parity among the salaries of incumbents of such positions within the pay range of a classification. Such provisions may take the form of salary rate assignment of incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the

incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.

- 5:05 The official rate of pay which an employee is entitled under this Agreement is the bi-weekly rate of pay as provided in Appendix "B"
- 5:06 Employees, other than those designated as General Counsel, assigned to a position which carries supervisory and/or administrative responsibilities for a specific segment of the departmental program shall be paid **at the LFS classification as provided in Appendix "A"**.
- 5:07 The employing authority may appoint an employee to a position referred to in Section :06 for a specific term and/or on the condition that the employer may reassign the employee from that position on reasonable notice.

Article 6 Recruitment

- 6:01 The selection of incumbents for vacant or new positions within the bargaining unit shall be on the basis of merit, ability, prior work experience and seniority. Where merit, ability, and prior work experience are judged equal by the employer, then seniority shall be a determining factor.
- 6:02 First consideration for filling vacancies within the bargaining unit shall be by promotion or transfer from within the bargaining unit.

Article 7 Performance Evaluation

- 7:01 Advancement within a salary range assigned to a classification under this agreement shall be determined on the basis of merit following an evaluation and appraisal of work performed.
- 7:02 Promotion from Legal Counsel 1 to Legal Counsel 2 shall be in accordance with the class definitions set out in Appendix "A" attached hereto, established for the classification and shall be determined on the basis of merit following an evaluation and appraisal of the work performed.
- 7:03 The Departmental Appraisal Board shall be responsible for the appraisal and evaluation of each attorney's performance and for decisions regarding merit increases and/or promotions. The composition of the Board shall be determined by the employing authority but shall normally be deemed to include the Deputy Attorney-General and the Director of the Branch in which the attorney is employed. In respect to merit increases, the Appraisal Board shall meet to assess each employee's performance at least once per year, on or before the employee's anniversary date.

- 7:04 Position allocation to the Legal Counsel 3 and 4 levels shall be based solely on job responsibilities consistent with the class definitions established for the classifications as set out in Appendix "A".
- 7:05 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: 03, 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 any 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 employee returns to work.

Article 8 Resignations

- 8:01 The employee shall give written notice of resignation at least one (1) full pay period before the date of resignation and shall specify the last date upon which he/she will perform his/her regular duties.
- 8:02 The effective date of resignation shall be the last day upon which an employee is present at work and performs their regular duties.

Article 9 Conduct of Employees

- 9:01 The Deputy Attorney-General and Branch Directors of the Department shall be responsible for the conduct of the employees in the Department.
- 9:02 Each employee shall observe standards of behaviour consistent with his/her function and role as a public servant and in compliance with the terms of this Agreement and shall observe his oath of office and oath of allegiance where the employee has taken an oath of allegiance.
- 9:03 Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned his position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed his regular duties.

Article 10 Termination, Suspension & Disciplinary Action

- 10:01 Where a person having supervisory authority over another employee believes that disciplinary action of the other employee is necessary, the employee may, subject to the terms of this Agreement, take such disciplinary measures including suspension or termination as are deemed advisable under the circumstances.

10:02

- (a) No employee shall be disciplined in any manner whatsoever without just and reasonable cause.
- (b) No employee shall be terminated without just and reasonable cause.
- (c) No employee shall be suspended without just and reasonable cause.
- (d) No complaint from a third party may be placed on an employee's personnel file without the employee first being advised of the complaint and given an opportunity of discussing the complaint with the person who has supervisory authority over said employee.
- (e) Unless the circumstances justify it, no employee shall be disciplined or suspended from employment or dismissed from employment without the matter first being discussed with the employee, and without first being given a written warning.

10:03 An employee, who has been suspended, terminated or against whom other disciplinary action has been taken may grieve his/her case according to the Grievance Procedure under this Agreement. Where the grievance for suspension, termination or discipline is not resolved satisfactorily during the Grievance Procedure, the Association may initiate arbitration proceedings in accordance with the arbitration provisions set out in this Agreement.

10:04 The person or body to whom a grievance is made under Section :03 may:

- (a) Uphold the disciplinary action;
- (b) Vary the disciplinary action;
- (c) Where the person or body decides that no disciplinary action should have been taken, take such steps to rectify the effect of any such disciplinary action.

10:05 Subject to Section :06 hereof, the employing authority shall give written notice of termination for just cause to each employee who has been terminated stating the reasons for the termination at least one (1) full pay period before the date on which the termination is to become effective; but the Commission 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 the employee would have earned if the employee had been given his/her proper notice of termination. Where payment in lieu of notice is authorized, the reasons for termination shall be provided to the employee in writing.

10:06 Section: 05 hereof does not apply to an employee whose services are terminated for serious misconduct. On written application to the employing authority, an employee terminated for serious misconduct shall be provided with the written reasons for termination.

Article 11 Grievance Procedure

11:01 Grievance procedure

The Parties to this Collective Agreement desire prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work. Therefore the purpose of this Article is to establish such procedure for processing, discussing and settling grievances.

11:02 Grievance Defined:

A "grievance" is defined as a complaint in writing concerning:

- (a) The interpretation, application, administration or alleged violation of the Collective Agreement; or
- (b) Any disciplinary action as provided for in Article 10 including the termination, suspension, demotion, or written reprimand of an Employee.

11:03 Grievor defined

Grievor is defined as the Party (Employer or Association) or Employee or Employee(s) that initiates a grievance.

11:04 Pre-Writing Discussion:

It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. In any discussion regarding a complaint or grievance, an aggrieved Employee shall have the right to have an Association representative present at such discussion.

11:05 Grievance in Writing:

Where a formal grievance is filed, the grievance shall be in writing and shall set out the:

- (a) Particulars of the grievance, ie. a brief statement of the facts on which the grievance is based;
- (b) Name(s) of the person(s) involved;

- (c) Date(s) or approximate date(s) of any alleged violation;
- (d) Article(s) of the Collective Agreement alleged to have been violated;
- (e) Remedies sought by the grievor(s).

11:06 Time Limits:

Time limits as established in this Article shall be complied with unless extended by mutual agreement between the Employer and the Association.

If a grievance is not responded to within the time limits as established or as mutually extended, the grievance may be referred to the next step of the grievance procedure.

If a grievance is not referred to the next step of the grievance procedure within the time limits as established or as mutually extended, the grievance will be deemed to have been withdrawn or abandoned.

11:07 Working Day

For purposes of this Article, "working day" shall be defined as any of the days in the interval from Monday to Friday not designated as paid holiday as per Article 18.

11:08 Step Bypassing:

One or more of the steps of the grievance procedure may be bypassed by mutual agreement between the Employer and the Association.

11:09 Employer Grievance:

An Employer Grievance is defined as a grievance by the Employer. In the event of an Employer Grievance, the Employer may present the grievance, in writing, to the Association within ten (10) working days of the date that the factual circumstances giving rise to the grievance became evident or ought to have become evident to the Employer.

Following receipt by the Association of the Employer Grievance, the Parties, by mutual agreement, may meet to discuss the grievance.

Following receipt of the Employer Grievance, the Association shall have fifteen (15) working days to respond, in writing, to the Employer. If the Association's written response is not satisfactory to the Employer or the Association fails to respond, the Employer may submit the grievance to binding arbitration as provided by this Article.

The Association shall be notified by the Employer, in writing, of such action.

11:10 Association Grievance:

An Association Grievance is defined as a grievance initiated by the Association. In the event of an Association Grievance, the Association may present the grievance, in writing to the Deputy Attorney General, with copy to Human Resources, within ten (10) working days of the date that the factual circumstances giving rise to the grievance became evident or ought to have become evident to the Association.

Following receipt by the Employer of the Association Grievance, the Parties, by mutual agreement, may meet to discuss the grievance.

Following receipt of the Association Grievance, the Deputy Attorney General shall have fifteen (15) working days to respond, in writing, to the Association. If the Employer's written response is not satisfactory to the Association or the Employer fails to respond, the Association may submit the grievance to binding arbitration as provided by this Article.

The Employer shall be notified by the Association, in writing, of such action.

11:11 Employee Grievance:

An Employee Grievance is defined as a grievance initiated by an Employee or Employees.

An employee Grievance shall be initiated as follows:

- (a) In the case of a grievance that relates to an issue arising in Legal Services Branch by submitting a written notice of grievance to the Director of that Branch, with a copy sent to Human Resources.
- (b) In the case of a grievance that relates to an issue arising in the Office of the Public Trustee by submitting a written notice of grievance to the Public Trustee, with a copy sent to Human Resources.
- (c) In the case of a grievance that relates to an issue arising in the Office of the Legislative Counsel by submitting a written notice of grievance to the Legislative Counsel, with a copy sent to Human Resources.
- (d) In the case of a grievance that relates to an issue arising in Manitoba Prosecution Services by submitting a written notice of grievance to the Assistant Deputy Attorney General (Prosecutions) with a copy sent to Human Resources.

11:12 Employee Grievance Procedure

A grievance in accordance with Section 11:11 shall proceed as follows:

Step 1

An employee, who believes that he/she has a grievance, within ten (10) working days of the factual circumstances giving rise to the grievance becomes evident or ought to have become evident to the Employee, shall consult with the Association.

If the decision is to proceed with a grievance, the grievance shall then be reduced to writing, signed by the Employee and Association, and within the same ten (10) working days, submitted to the applicable Employer representatives, as per Clause 11:11(a) to (d).

The Parties may agree to hold a meeting regarding the grievance in which case within ten (10) working days of receipt of the written grievance, a meeting will be held involving the applicable Employer representatives, the grievor and a representative of the Association. The Parties may agree to include others in the meeting. The purpose of the meeting shall be to consider the grievance with a view to resolving the issues raised in the grievance.

If such meeting is held, the Employer representatives within five (5) working days of the date of the meeting shall make a decision and forward such decision, in writing, to the grievor and the Association.

Where no meeting is held, the Employer representatives, within five (5) working days of the date of receipt of the grievance, shall make a decision and forward such decision, in writing, to the grievor and the Association.

Step 2

If no settlement is reached at Step 1, the grievor, in consultation with the Association, may, within five (5) working days after receiving the decision, submit the grievance to the Deputy Attorney-General.

The Deputy Attorney-General may decide to hold a meeting with the Employee and the Association prior to giving a decision on the grievance.

If such meeting is held, the Deputy Attorney General, within fifteen (15) working days of the date of the meeting, shall make a decision and forward such decision, in writing, to the grievor and the Association.

Where no meeting is held, the Deputy Attorney General, within fifteen (15) working days of the date of receipt of the grievance, shall make a decision and forward such decision, in writing, to the grievor and the Association.

Step 3

If no settlement is reached, the grievor, in consultation with the Association, may, within fifteen (15) working days after receiving the decision, submit the grievance to Arbitration.

The Employer shall be notified by the Association, in writing, of such action.

Article 12 Arbitration

- 12:01 When, pursuant to Clauses 11:09, 11:10 or Step 3 of 11:12 of the Collective Agreement, a matter is submitted to arbitration, the Parties agree to the use of a single person arbitration board.
- 12:02 The following persons will be called upon, on a rotation basis commencing with the first person on the list, who shall then serve at the first arbitration. Thereafter for each successive arbitration the person on the list immediately following the last person to have served as arbitrator shall then be called upon to serve. In the event the person requested to serve as arbitrator is unavailable, the next person on the list will be requested to serve.
1. Mr. Michael Werier
 2. Mr. Arne Peltz
- 12:03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance or matter.
- 12:04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure provided for in the Collective Agreement – unless otherwise mutually agreed by the Parties.
- 12:05 No matter shall be subject to arbitration which involves:
- (a) Any request for modification of the Collective Agreement;
 - (b) Any matter not covered by the Collective Agreement;
 - (c) Any matter which by the terms of the Collective Agreement is vested exclusively in the Employer.
- 12:06 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Collective Agreement, nor alter, modify or amend any part of the Collective Agreement.

12:07 Each of the Parties hereto will jointly and equally (50/50) be responsible for the expenses of the Arbitrator so appointed.

12:08 The decision of the Arbitrator shall be final and binding on the Employee, the Association, and the Employer.

Article 13 Hours of Work

13:01 Hours of work shall be such as are required to fully discharge the employee's professional responsibilities to the Department as determined by the 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 appropriate Director, the Public Trustee, or the Legislative Counsel, on their own initiative or upon the recommendation of the immediate supervising authority, if such immediate supervising authority is in existence, may approve and grant reasonable time off with pay to the affected employee.

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 of establishing daily, weekly, monthly and yearly hours of work.

Article 14 Vacation

14:01 For 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 Employees shall earn vacation leave 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 1885 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 1885 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 1885 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 1885 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) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of 15 credits for 1885 hours of accumulated service. Employees terminating in their ninth (9th) calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of 20 credits for 1885 hours of accumulated service. Employees terminating in their nineteenth (19th) calendar year of service shall have their vacation credits cashed out at the rate of a maximum of 25 credits for 1885 hours of accumulated service.

(f) When calculating vacation leave credits earned, calendar years of service shall include time spent in articling with the Government of Manitoba, provided that the attorney is employed thereafter by the Government of Manitoba and provided that any break in service be no longer than three (3) months between the time he/she articulated and the time he/she was employed by the Province;

(g) Under no circumstances can an employee earn more than the maximum credits that can be accumulated in any vacation year (i.e. 15, 20, 25, or 30 vacation credits per vacation year).

14:03 To calculate the number of vacation hours an employee has earned in a vacation year:

- (a) Determine the number of hours of accumulated service as determined in Section :02 that the employee has earned in a vacation year to a maximum of 1885 hours;
- (b) Divide by 1885;
- (c) Multiply by the employee's vacation leave credit accrual rate (i.e. 15, 20, 25, or 30);
- (d) Multiply by 7.25 hours per day and round down to the nearest $\frac{1}{4}$ hour. (Example: an employee has 1000 hours of accumulated service in the vacation year, the employee's credit rate is 15 and the hours of work are 7.25 per day. $1000 \div 1885 \times 15 = 7.96 \times 7.25 = 57.69$ rounded down to 57.50 vacation hours eligible to be taken in the following vacation year.)

14:04 (a) An employee shall accumulate vacation credits from the date of commencement of employment

(b) An employee will receive vacation credits during approved leave of absence without pay up to a maximum of forty (40) hours in a vacation year

14:05

(a) Subject to subsection 14:05(e) vacation leave may 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) The employing authority may authorize that vacation leave be carried forward to the next year to supplement the vacation period in that year, but in no case will vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement.

(e) The employing authority, if it finds it necessary, may require an employee to take his vacation leave in two (2) or more periods, none of which shall be less than one (1) week in length.

14:06

(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 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 :06(a), subject to subsections (c) and (d) of Section :05 hereof, elect to postpone the employee's unexpended vacation leave until the next following year.

(c) Where the Commission refuses to grant its approval for payment of salary in lieu of vacation leave, the employing authority may present its recommendations to the

Lieutenant-Governor-in-Council who may authorize the employing authority to pay salary in lieu of vacation leave.

(d) Vacation credits do not accrue when an employee received payment of salary in lieu of vacation leave.

14:07 Subject to the requirements of the personnel in a branch or a department, vacation leave shall be rotated regardless of seniority of employment.

14:08 Where an employee who has not received any or all of the vacation leave to which the employee is entitled under this Agreement, dies or leaves the service, the employee or the employee's estate shall be entitled to receive the unexpended vacation credits that are owing to such employee. The payment of such credits shall be made at the employee's last regular rate of pay that was in effect at the time that the employee died or left the service.

Article 15 Maternity Leave, Paternity Leave, Adoptive and Parental Leave

Maternity Leave

15:01 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

15:02 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 her in the application as the day on which she intends to commence such leave; and
- (c) Provide the employing authority with a certificate of a duly qualified medical practitioners certifying that she is pregnant and specifying the estimated date of her delivery.

15:03 An employee who qualifies is entitled to Plan A 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 that date mentioned in that certificate;

(c) Treasury Board may vary the length of Maternity Leave upon proper certification by the attending physician, and recommendation by the employing authority.

15:04 Sections 52 through 57.1 inclusive and 60(1) through 60(3) inclusive of The Employment Standards Code respecting Maternity Leave shall apply “mutatis mutandis”.

15:05 a) An employee who has been granted Maternity Leave Plan A shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.

b) Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow for re-accumulation 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

15:06 The Provisions of Plan B will remain in effect provided a Supplementary Unemployment Benefit Plan (SUB) continues to be approved for implementation by **Service Canada**.

15:07 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 by her in the application as the day on which she intends to commence such leave;
- c) Provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- d) Provide the employing authority with proof that she has applied for employment insurance benefits and that **Service Canada** has agreed that the employee has

qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

- 15:08 An applicant for Maternity Leave under Plan B must sign an agreement with the employing authority providing that:
- (a) She will return to work and remain in the employ of the Government on a full time basis for at least six (6) months following her return to work; and
 - (b) She will return to work on the date of the expiry of her Maternity Leave unless this date is modified by the employing authority; and
 - (c) Should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Government for the full amount of pay received from the Government as a maternity allowance during her entire period of Maternity Leave.
- 15:09 An employee who qualifies for Plan B is entitled to a Maternity Leave consisting of:
- 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) Treasury Board may vary the length of Maternity Leave upon proper certification by the attending physician, and recommendation by the employing authority.
- 15:10 During the period of Maternity Leave, an employee who qualifies for Plan B is entitled to a Maternity Leave allowance in accordance with the SUB plan as follows:
- a) An employee shall receive ninety-three percent (93%) of her weekly rate of pay during the EI waiting period up to a maximum of two weeks;**
 - b) For up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between the EI 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.
- 15:11 Plan B does not apply to term employees or employees subject to lay-off.
- 15:12 At the employee's request and with the recommendation of the employing authority, the Commission may authorize a full-time employee who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.
- 15:13 Where an employee is required to pay back part of her EI Benefit because her total income is in excess of the EI limit for this benefit, the liability of the employer with

respect to such pay back shall be restricted to employment income only, while in the employ of the employer, and will not include any outside sources of income.

- 15:14 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 Leave

- 15:15 A male employee may be granted up to a maximum of **five (5)** days' leave with pay, to attend the needs directly related to the birth of his child. Such leave may be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from hospital, or such other day as may be mutually agreed.

Parental/ Adoptive Leave

- 15:16 **An employee who qualifies for Parental/Adoptive Leave may apply for such leave in accordance with either Plan A or Plan B but not both.**

Plan A

- 15:17 (a) An employee who meets the qualifications set out in Section 15:16(b) is entitled to parental leave without pay for a continuous period of up to thirty seven (37) weeks. (b) To qualify for parental leave, an employee must:
- i.) Be the natural mother or father of a child or the adoptive mother or father of a child;
 - ii.) Have completed no less than seven (7) continuous months of employment on the commencement date of the leave; and
 - iii.) Submit to the employing authority a written application for parental leave no later than four (4) weeks before the intended commencement of the leave.
- (c) Subject to Section 15:16(d), parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date the child comes into the actual care and custody of the employee.
- (d) 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 returning to work, unless authorized by the employing authority.

Plan B

- 15:18 **The Provisions of Plan B will remain in effect provided a Supplementary Unemployment Benefit Plan (SUB) continues to be approved for implementation by Service Canada.**
- 15:19 **In order to qualify for Plan B an 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 by him/her in the application as the day on which he/she intends to commence such leave;**
 - c) **Provide the employing authority with written proof of birth or adoption;**
 - d) **Provide the employing authority with proof that he/she has applied for employment insurance benefits and that Service Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.**
- 15:20 **An applicant for Parental/Adoptive Leave under Plan B must sign an agreement with the employing authority providing that:**
- (a) **He/She will return to work and remain in the employ of the Government on a full-time basis for at least six (6) months following his/her return to work; and**
 - (b) **He/She will return to work on the date of the expiry of his/her Parental Leave unless this date is modified by the employing authority; and**
 - (c) **Should he/she fail to return to work as provided under (a) and/or (b) above, he/she is indebted to the Government for the full amount of pay received from the Government as a Parental allowance during his/her entire period of Parental Leave.**
- 15:21 **An employee who qualifies for Plan B is entitled to a Parental/Adoptive Leave consisting of:**
- a) **Period not exceeding thirty seven (37) 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 thirty seven (37) 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) **Treasury Board may vary the length of Parental/Adoptive Leave upon proper certification by the attending physician, and recommendation by the employing authority.**

15:22 **During the period of Parental/Adoptive Leave, an employee who qualifies for Plan B is entitled to a Parental/Adoptive Leave allowance in accordance with the SUB plan as follows:**

- d) **For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;**
 e) **For up to a maximum of thirty five (35) additional weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;**
 f) **All other time as may be provided under Section :09 shall be on a leave without pay basis.**

15:23 **Plan B does not apply to term employees or employees subject to lay-off.**

15:24 **At the employee's request and with the recommendation of the employing authority, the Commission may authorize a full-time employee who has received Parental/Adoptive Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.**

15:25 **Where an employee is required to pay back part of his/her EI Benefit because his/her total income is in excess of the EI limit for this benefit, the liability of the employer with respect to such pay back shall be restricted to employment income only, while in the employ of the employer, and will not include any outside sources of income.**

15:26 **During the period of Parental/Adoptive Leave, benefits will not accrue. However, the period of Parental/Adoptive Leave will count as service towards eligibility for Long Service Vacation and Long Service Sick Leave Entitlement.**

Adoptive Parent Leave

- 15:27 (a) **An adoptive parent may qualify for the provisions of Maternity and/or Parental Leave Plan B where such employee is in a situation which involves both:**
- i.) **The adoption of a child; and**
 - ii.) **The employee is also the "primary care giver" of the child**

- (b) "Primary care giver" means the parent primarily responsible for the complete care and nurturing of the adopted child during the period of leave. Only one (1) parent shall be determined to be the "primary care giver".
- (c) The provisions of Maternity **and/or Parental** Leave Plan B shall apply mutatis mutandis subject to the following additional terms and conditions:
1. Employees will not be eligible for paid adoptive leave where:
 - i.) An employee is denied Employment Insurance (EI) benefits for part or all of the leave;
 - ii.) The period of adoptive parent leave is split between two (2) adoptive parents;
 - iii.) The employee fails to satisfy Treasury Board that the employee is the "primary care giver".
 2. Where more than one (1) child is adopted during the period of adoptive parent leave only one (1) leave shall be approved.
 3. An employee who receives adoptive parent leave Plan B shall not be eligible for any other leave during the period of adoptive parent leave.
- (d) These provisions apply from the date a Supplementary Unemployment Benefit Plan (SUB) is approved for implementation by **Service Canada** and is limited to adoptive parent leaves commencing on or after that date.

15:28 **Sections 52 through 57.1 inclusive and 60(1) through 60(3) inclusive of The Employment Standards Code respecting Parental/Adoptive Leave shall apply "mutatis mutandis".**

Article 16 Workers Compensation

- 16:01 Where an employee is unable to work, and is in receipt of Workers' Compensation allowance as a result of an injury incurred in the course of his/her duties, the employee, if the employee so elects, shall be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of their net salary. Net salary shall be as determined by the Workers' Compensation Board. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers' Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.
- 16:02 Notwithstanding Section :01 effective January 1, 1995 an employee's pay may only be "topped up" by 10% of net salary.

- 16:03 If at any time it is decided by the Workers Compensation Board that the additional amount in Section :01 or :02 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.
- 16:04 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.
- 16:05 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day in which the accident occurs.
- 16:06 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the department if it is not covered by a medical plan.

Article 17 Educational Leave

- 17:01 Educational leave practices shall be as set forth from time to time in the Regulations under The Civil Service Act with respect hereto.
- 17:02 The employing authority may recommend leave of absence for an employee for the purpose of allowing the employee to complete or further their education or training, and may authorize the payment to the employee of:
- (a) Their travelling, living or tuition expenses or all or any of them; or
 - (b) All or part of the remuneration, salary or wages, for the position from which the employee is given leave for such purposes during the leave; or
 - (c) Both such expenses and such remuneration, salary or wages.
- 17:03 Both parties recognize the importance of legal education and agree to discuss any concerns relative to such legal education at the Lawyers and Managers Committee meeting as described in Article 28.
- 17:04 Within thirty (30) days of the signing of this Collective Agreement, the parties to this Collective Agreement agree to form a committee consisting of three (3) representatives of the Province and three (3) representatives of MACA to work together in good faith with a view to developing a proposal for consideration by the Minister of Justice to address the need for a proper education regime for Crown Attorneys. Recommendations shall be provided to the Minister of Justice within ninety (90) days or such other number of days as the parties may agree after the formation of the committee.

Article 18 Holidays

18:01 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 | (l) Boxing Day |
| (f) Canada Day | |
| (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.

18:02 (a) All government 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.

(b) 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 ($\frac{1}{2}$) day of Compensatory Leave with pay to a maximum of four (4) hours.

18:03 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 called 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 himself 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.

18:04 An employee who is otherwise entitled under this section to pay for a holiday on which he/she has not worked shall receive pay whether or not he is on the payroll at the time of the holiday, unless the employee has prior to or on the day of the holiday voluntarily terminated his employment.

- 18:05 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.
- 18:06 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.

Article 19 Sick Leave

- 19:01 The Commission shall grant sick leave with pay to an employee.
- 19:02 The sick leave to which an employee is entitled shall accumulate:
- (a) During the first four (4) years of the employee's service at the rate of 3.625 hours for each 72.5 hours of accumulated service;
 - (b) After the first four (4) years of service, at the rate of 7.25 hours for each 72.5 hours of accumulated service.
- 19:03 The Commission may delegate the responsibility of granting sick leave to the employing authority.
- 19:04 **Sick leave shall not accumulate beyond two hundred and eight (208) working days (1508 hours).**
- This cap is grandfathered in and would not impact any member who may have already have accumulated more than 208 days of sick leave.**
- 19:05 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 (1508 hours) in accordance with Sections 19:02 and 19:03.
- 19:06 An employee shall accumulate sick leave credits from the date of commencement of employment.
- 19:07 Sick leave shall not be taken in advance of when it is earned.
- 19:08 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.

19:09 **Sick leave will 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**

Article 20 Compassionate Leave

20:01 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 or child **or step child.**

20:02 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 employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

20:03 An employee may be granted special leave up to a maximum of one (1) day without loss of salary, in the event of the death of the employee's grand-parent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, or father-in-law, aunt, uncle or grandchild.

20:04 An employee may be entitled to additional compassionate leave 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.

20:05 An employee who is entitled to Compassionate Leave under Section 20:01 or 20:02 during that employee's Vacation Leave shall receive vacation credits equal to the number of days of Compassionate Leave granted.

20:06 **Provided that 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.**

Article 21 Family Related Leave

- 21:01 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.
- 21:02 An employee's sick leave accumulation Under Article 19 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

Article 22 Leave of Absence

- 22:01 Upon written request to the employing authority, an employee may be granted a leave of absence without pay. The request will specify the reason for the leave of absence without pay and the request may be allowed at the discretion of the employing authority.

Article 23 Association Business

- 23:01 No employee or group of employees shall undertake to represent the Association at meetings with the employer without the proper authorization of the Association. To implement this, the Association shall supply the Employer with the names of its officers or official representatives and similarly, the Employer shall supply the Association with a list of the personnel with whom the Association may be required to transact business.
- 23:02 Time off to attend to Association business shall be granted without loss of earnings on the following basis:
- (a) One Association officer and grievor for time spent processing written grievances in accordance with the Grievance Procedure including arbitration proceedings;
 - (b) Three Association officers for time spent with representatives of the 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.

23:03 Where an invitation is extended to the Association requesting representative attendance at a conference, such requests may be referred to the Deputy Attorney-General who, at the request of the Association, may arrange a meeting with Association representatives to discuss the invitation. Where operational requirements permit, the Deputy Attorney General or his designate may grant leave of absence to Association members for the purpose of attending such conferences.

Article 24 Lay Off

24:01 Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, an employing authority determines that a lay-off of one or more employees is necessary, the employer shall:

- (a) meet with the Association as soon as possible prior to implementation of the lay-off, but in any event prior to the notice of lay-off required by subsection (c) hereof, for the purpose of discussion of the implications of the lay-off;
- (b) at the meeting required by subsection (a), provide the Association with a list of employees to be laid off; and
- (c) provide at least thirty (30) days' written notice of lay-off to the employees to be laid off.

24:02 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. Service seniority shall mean the length of continuous service in a position in the bargaining unit.

24:03 Where an employee is being laid off at the end of a specific term of employment or after the completion of a specific job for which he was employed, no notice of lay-off is required.

24:04 Where an employee alleges that his lay-off has not been in accordance with this Article, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the Third Step in the grievance procedure.

24:05 The employer shall maintain a re-employment list for all employees covered by this Article who are laid off on other than a temporary basis. A copy of the re-employment list will be provided to the Association on request.

24:06 Employees who are laid off shall be placed on the re-employment list for a period of twelve (12) months from the effective date of the lay-off.

Article 25 Severance Pay

- 25:01 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) weeks' 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, excluding allowances, which was in effect for the employee at the time of retirement, or death. For hourly rated employees, the rate of pay shall be determined on the basis of the applicable work week.
- 25:02 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 or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) week's pay.
- 25:03 For the purpose of this Agreement, continuous employment 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 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. (e.g. 10 years consecutive and contiguous service with six (6) months leave of absence without pay or six (6) months seasonal lay-off = 9 ½ years continuous service.)
- 25:04 In addition to the severance pay set out in Section 25:01, 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).

Article 26 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 Where an employee has been rejected during probation following a promotion, every reasonable effort will be made to relocate the employee to a position similar to the employee's former classification.

Article 27 Acting Status

- 27:01 Where the employing authority concerned certifies that a person employed in one position has temporarily taken over and has continued to perform for eleven (11) 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 the employee is appointed or promoted to some other position, revert to the employee's original position and be paid the rate of pay for their original position that the employee would be paid if the employee had never held the temporary appointment.

Article 28 Lawyers and Managers Committee (LMC)

- 28:01 The parties are committed to the maintenance and enhancement of high quality public services that improve the quality of life of Manitobans and to provide these services in an efficient, effective and affordable manner. The Government recognizes that employees and their Association have a significant role to play in this process.
- 28:02 The Government and the Association acknowledge the importance of a positive working relationship. They will continue to work towards establishing and maintaining such a relationship and to resolve problems identified by them during the term of the Agreement. It is recognized that while not all problems may be satisfactorily resolved, the parties will seek resolution in good faith.

28:03 In order to meet these objectives, the parties agree to continue the Lawyers and Managers Committee (LMC) consisting of representatives of management in the legal Divisions of Manitoba Justice and of the Association.

28:04 The LMC will refer any issues which would involve changes to the Agreement to the Association and the Labour Relations Division of Treasury Board.

Article 29 General Provisions

29:01 The existing government regulations with respect to payment of Remoteness allowances shall apply to this Agreement.

29:02 The existing government policy with respect to the use of privately owned vehicles on government business shall apply to this Agreement.

29:03 The existing government policy with respect to relocation expenses shall apply to this Agreement.

29:04 (a) The Government agrees to reimburse members of the bargaining unit who are registered with the Law Society of Manitoba and who are on staff as of the effective date of this Agreement, an amount equal to the annual fees payable by a member under The Law Society Act. In the event that an employee should resign at any time prior to the anniversary date of the Agreement, an amount shall be recovered from the employee calculated on the basis of a pro-rated portion of the annual fee paid. (Example - If an employee resigns six (6) months into the contract year, an amount equal to one-half ($\frac{1}{2}$) of the annual fee paid on behalf of the employee shall be recovered from the employee.) Conversely, the fee paid on behalf of a new employee employed at any time during the contract year shall be pro-rated on a similar basis.

(b) It is understood that Section :04(a) shall only apply in the event an attorney is required by the Law Society of Manitoba to pay and fees or payments, including insurance, in order to carry out the employee's job function.

29:05 (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 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 Section, except for any claim or liability arising out of an error committed by government.

29:06 Upon written request to the employing authority, the departmental personnel file of that employee shall be made available once per year for his examination in the presence of an authorized authority of the Department.

29:07 Wherever the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

Article 30 Civil Liability

30:01 If an action or proceeding is brought against any Crown Attorney employed by the Government, for an alleged tort, or for any other act or omission by that Attorney in the performance of that Attorney's duties, then:

- (a) The Attorney, upon being served with any legal process, or upon receipt of any action or proceedings as hereinbefore referred to, being commenced against the Attorney shall advise the Government through the Deputy Attorney-General of any such notification or legal process;
- (b) The Government shall pay any damages or costs awarded against any the employee such Attorney in any such action or proceedings and all legal fees, and/or;
- (c) The Government shall pay any sum required to be paid by in connection with the settlement of any claim made against such Attorney if such settlement is approved by the Government through the Deputy Attorney-General before the same is finalized; provided the conduct of the Attorney which gave rise to the action or proceeding did not comprise any dishonest, fraudulent, or criminal act or omission on the Attorney's part;
- (d) Upon the Attorney notifying the Government in accordance with paragraph (a) above, the Government and the Attorney shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Government shall unilaterally appoint counsel. The Government accepts responsibility for the conduct of the action and the Attorney agrees to co-operate fully with appointed counsel.

30:02 Notwithstanding Section: 01 the Indemnity afforded a Crown Attorney shall apply only to the extent that the Attorney is not covered by any Scheme of Professional Negligence Liability Insurance, the cost of the premium for which is borne by the Government.

30:03 In the case of a dispute as to the eligibility of a claim made by a Crown Attorney against a Scheme of Professional Negligence Liability Insurance, the cost of the premium for which is borne by the Government, the Government will, upon receipt from this Attorney of a properly executed assignment to the Government of that claim, pay all damages, costs and legal fees contemplated by Section: 01 and by such payment will be subrogated to the rights of the Attorney against the Insurer with respect to the disputed claim and may sue on these rights in the name of the Attorney.

Article 31 Dental Services Plan

- 31:01 The parties agree to the continuation of the Dental Services Plan, subject to the following:
- (a) The basis for payment of covered services shall be the 2009 Manitoba Dental Association (MDA) fee guide.
 - (b) The 2012 MDA fee guides will be implemented effective April 1, 2012, and the current MDA Fee Guide shall be in effect on April 1 of each year thereafter;
 - (c) dental coverage will continue for the first seventeen (17) weeks of Maternity Leave;
 - (d) the annual maximum per claimant is one thousand and four hundred dollars (\$1,400);
 - (e) the orthodontic lifetime maximum is one thousand and six hundred dollars (\$1,600);
 - (f) Part-time employees will be eligible for family coverage based on fifty percent (50%) of the coverage amounts applicable for full-time employees up to fifty percent (50%) of the maximum.

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 Dental Services Plan, the employer will provide the terms of these revised plans to members of the MACA bargaining unit on the same dates as these revised plans are provided to members covered by the Government Employees' Master Agreement.

Article 32 Vision Care Plan

- 32:01 The parties agree to the continuation of the Vision Care Plan subject to the following:
- (a) part-time employees will be eligible for family coverage based on fifty percent (50%) of the coverage amounts applicable for full-time employees up to fifty percent (50%) of the maximum;
 - (b) vision coverage will continue for the first seventeen (17) weeks of Maternity Leave;
 - (c) the maximum per claimant is two hundred dollars (\$200);
 - (d) Effective April 1, 2012 the maximum per claimant is two hundred and seventy five dollars (\$275.00) per full time employee.

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 MACA bargaining unit on the same dates as these revised plans are provided to members covered by the Government Employees' Master Agreement.

Article 33 Drug Plan

33:01 The parties agree to the continuation of the Drug Care Plan as follows:

- (a) eligibility requirements for employees and dependants will be the same as the Dental Services Plan;
- (b) co-insurance be based on 80% reimbursement;
- (c) the maximum payment per contract (family) is five hundred dollars (\$500) per year;
- (d) effective April 1, 2012, the maximum payment per contract (family) is seven hundred and fifty dollars (\$750) per year;
- (e) effective April 1, 2013 the maximum payment per contract (family) is eight hundred dollars (\$800) per year.

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 MACA bargaining unit on the same dates as these revised plans are provided to members covered by the Government Employees' Master Agreement.

Article 34 Ambulance, Hospital Semi Private Plan

34:01 The Government agrees to the continuation of the Ambulance and Hospital Semi-Private Plan (AHSP). The Government agrees to pay the premiums.

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 Ambulance, Hospital Semi Private Plan, the employer will provide the terms of these revised plans to members of the MACA bargaining unit on the same dates as these revised plans are provided to members covered by the Government Employees' Master Agreement.

Article 35 Long Term Disability Plan

35:01 The parties agree to the continuation of the Long Term Disability Plan as amended by the attached Memorandum of Agreement. The Plan may be further amended by the Government from time to time during the term of this Agreement

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 MACA bargaining unit on the same dates as these revised plans are provided to members covered by the Government Employees' Master Agreement.

Article 36 Term Employees

36:01 Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue on a permanent basis, the Government shall convert the position and the employee to regular civil servant status.

Article 37 Deferred Salary Leave Plan

37:01 **The terms and conditions of the Government of Manitoba Deferred Salary Leave Plan shall apply to members of the Manitoba Association of Crown Attorneys bargaining unit.**

37:02 **The following terms and conditions shall apply:**

- (a) **A maximum of five percent (5%) of the bargaining unit shall be allowed to enter into the plan in each year;**
- (b) **A maximum of five percent (5%) of the bargaining unit shall be allowed to go on leave in any one year;**
- (c) **In the event of a dispute concerning which Attorneys shall be allowed to participate in the plan, or which Attorneys shall be allowed to go on leave in accordance with the terms and conditions of the plan, an Attorney's seniority within the bargaining unit shall be the deciding factor;**
- (d) **A return to work agreement shall form part of the plan; and**
- (e) **Attorneys on leave shall not act in competition with the Government, nor act in a manner adverse in interest to the Government; nor shall they use**

knowledge derived through Government service to the actual or potential detriment of the Government in the year of leave or in the future.

Article 38 Selection of General Counsel

- 38:01 **General Counsel are the Department's leading legal practitioners. They demonstrate exceptional legal ability and competence, practice at the highest levels of ethical conduct, and are the mentors and role models for other Crown Attorneys and for all staff. General Counsel lead by example and can be called upon to offer advice and strategic and practical guidance to other Crown Attorneys. General Counsel contribute meaningfully to a respectful workplace environment and to office collegiality. Outside the Department, General Counsel represent the epitome of the Department's professionalism and its legal culture.**
- 38:02 **A Crown Attorney must apply to be considered for promotion to General Counsel. Only Crown Attorneys in the Legal Counsel 3 classification can apply, and they are eligible to do so only when they have reached a minimum of ten (10) years experience at the Bar that includes five (5) continuous years of employment as a Crown Attorney in Manitoba.**
- 38:03 **A Selection Committee will be constituted as described below on or before April 15 in any year in which there are General Counsel vacancies as of April 1 of that year; and in that event the Selection Committee will then provide notice to eligible members that a competition has been commenced to fill those General Counsel vacancies. The closing date for applications will be May 31 in that year, unless otherwise agreed by the Selection Committee.**
- 38:04 **Each General Counsel vacancy is to be filled by a Selection Committee, appointed for the purpose of a competition for promotion to one or more vacancies. The Selection Committee will be comprised as follows:**
- (a) **Up to three persons appointed by the Deputy Minister of Justice and Deputy Attorney-General; each person shall be a member of management within the Department;**
 - (b) **Up to three persons appointed by the MACA executive; each person shall be a member of MACA and may not be applying for appointment as General Counsel in that year's competition; and**
 - (c) **A person named by the Director responsible for Human Resources for Manitoba Justice, who is satisfactory to MACA, will be responsible for coordinating, facilitating, recording and supporting the work of the Selection Committee.**

- 38:05 **Applications for promotion to General Counsel must be made in writing and must be accompanied by a comprehensive resume, an authorization permitting disclosure to the Selection Committee of the applicant's personnel file as a Government of Manitoba employee, and an authorization permitting disclosure to the Selection Committee of the applicant's discipline record from every Law Society in Canada of which the applicant currently is a member and was previously a member.**
- 38:06 **The applicant may also choose to submit any or all the following additional supporting documentation:**
- (a) **A description of his or her assignments and work performed as a Crown Attorney;**
 - (b) **A description of the applicant's work, if any, performed in legal capacities outside the Department;**
 - (c) **A description of significant legal matters and accomplishments for which the applicant has been responsible, both within the Department and outside of it;**
 - (d) **Examples of the applicant's legal writing or scholarship;**
 - (e) **Demonstrations of the applicant's leadership and mentorship as a Crown Attorney in the Department;**
 - (f) **An explanation, in his or her own words, of the reasons why the applicant believes he or she meets and is capable of continuing to meet the definition of General Counsel; and/or**
 - (g) **Any other written materials the applicant wants considered.**
- 38:07 **The applicant must give a list of four (4) references of individuals for the purposes of being contacted by the Selection Committee. At least one (1) of these references must be someone from within the Department of Justice. At least one (1) of these references must be someone from outside the Department of Justice. None of the appointees to the Selection Committee can be a reference for this purpose; the Selection Committee will contact Applicants for an alternative reference where an initial reference is an appointee.**
- 38:08 **The Selection Committee will contact all references given by the applicant. The Selection Committee may also contact any other people whom the Selection Committee feels will be able to inform it as it relates to the applicant's potential promotion to General Counsel (for the purpose of this process, these people**

also are considered references). The Selection Committee's appointees will determine among themselves how they will go about contacting references. All communications made by the Selection Committee with all references are to be held in confidence, and are not to be discussed by the Selection Committee with anyone except themselves and only for the purposes of considering applications for promotion to General Counsel.

- 38:09 The Selection Committee will select candidates for promotion to General Counsel by consensus. A consensus had been reached when all members of the Selection Committee are in agreement on the selection. Selections are to be based on a determination of the Crown Attorney who best meets, and is expected to continue to meet, the definition of General Counsel.
- 38:10 The Selection Committee shall provide the Deputy Attorney General and Attorney General the names of candidates selected as a result of the competition as recommendations of candidates for promotion to the LF4 classification.
- 38:11 The selection or non-selection of a candidate, to the Legal Counsel 4 classification is neither grievable nor arbitrable unless the process described in this Article is not applied to the selection or consideration of a candidate.

Article 39 Employment Equity

- 39:01 The Employer and the Manitoba Association of Crown Attorneys are committed to the principle of employment equity in the recruitment and promotion of Crown Attorneys in positions within the bargaining unit.
- 39:02 The Employer and the Manitoba Association of Crown Attorneys agree to continue the "Employment Equity Task Force" consisting of an equal number of representatives appointed by the Employer and by the Association, to address the employment equity criteria to be used in respect of positions within the bargaining unit.
- 39:03 The results of the task force may supplement the principles contained in Article 6:01 of the Collective Agreement.

Article 40 Court Attire

- 40:01 Where the Employer determines that Court Attire is required in the performance of the employee's duties, such shall be provided to the employee.
- 40:02 Where Court Attire is supplied, the Employer agrees to replace such as required.

40:03 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.

Article 41 After Hours Bail & Bail Phone Duty (“Bail Program”) and Homicide Phone

Bail Phone

41:01 The Parties agree that it is preferable that the “Bail Program” operate as a self-sustaining volunteer Program whenever possible. The “Bail Program” has been designed to attract volunteers primarily from the LF1 and LF2 classifications; however, all prosecuting crown counsel may volunteer.

41:02 There are five “duty shifts” as follows:

“Weeknights”:

Between 5 p.m and 11 p.m. Monday through Friday (except for Holidays where there is no regular bail court operating before a Provincial Court Judge) the volunteer shall answer all calls with respect to bail issues before the magistrate including those from defense counsel, magistrates and police officers. In the case of a contested bail application that is going to proceed, the volunteer will attend to conduct the hearing. The volunteer will be compensated at the following rates for each 5 day (Monday to Friday) assignment.

Effective March 22, 2014	\$237.35
Effective March 21, 2015	\$239.72
Effective March 19, 2016	\$244.52
Effective April 1, 2017	\$249.41
Effective March 31, 2018	\$251.90
Effective September 29, 2018	\$254.42

“Saturday and Sunday – Days”:

On Saturday and Sunday the volunteer shall attend the Magistrate’s office commencing at 9:00 a.m. to review the arrest files, place positions on the files and attend to the Adult and Youth docket matters (docket duty) before the Magistrate. Once the “docket duty” is completed the volunteer shall answer all calls with respect to bail issues before the magistrate including those from defence counsel, magistrates and police officers until 5 p.m. In the case of a contested bail application that is going to proceed, the volunteer will attend to conduct the hearing. The volunteer shall be compensated at the

rate below in total for both days and, in addition be provided “one day off in lieu” for both days. For continuity and operational reasons, a Crown Attorney who volunteers for the weekend is expected to cover the entire weekend shift.

Effective March 22, 2014	\$474.70
Effective March 21, 2015	\$479.45
Effective March 19, 2016	\$489.04
Effective April 1, 2017	\$498.82
Effective March 31, 2018	\$503.80
Effective September 29, 2018	\$508.84

“Saturday and Sunday – Evenings”:

A volunteer shall be expected to complete the duties outlined in “Weeknights” on Saturday and Sunday evenings. The volunteer will be compensated at the rate below in total for both days. For continuity and operational reasons, a Crown Attorney who volunteers for the weekend is expected to cover the entire weekend shift.

Effective March 22, 2014	\$474.70
Effective March 21, 2015	\$479.45
Effective March 19, 2016	\$489.04
Effective April 1, 2017	\$498.82
Effective March 31, 2018	\$503.80
Effective September 29, 2018	\$508.84

“Holiday Days”:

On Holidays where there is no regular bail court operating before a Provincial Court Judge, the volunteer shall be expected to complete the duties as outlined in “Saturday and Sunday – Days” on the day being observed as the holiday. The volunteer shall be compensated at the rate below for the holiday duty and, in addition be provided “one day off in lieu” for the holiday day duty.

Effective March 22, 2014	\$237.35
Effective March 21, 2015	\$239.72
Effective March 19, 2016	\$244.52
Effective April 1, 2017	\$249.41
Effective March 31, 2018	\$251.90
Effective September 29, 2018	\$254.42

“Holiday Evenings”:

A volunteer shall be expected to complete the duties outlined in “Weeknights” on evenings of any holidays. The volunteer will be compensated at the rate below for each holiday:

Effective March 22, 2014	\$237.35
Effective March 21, 2015	\$239.72
Effective March 19, 2016	\$244.52
Effective April 1, 2017	\$249.41
Effective March 31, 2018	\$251.90
Effective September 29, 2018	\$254.42

- 41:03 **No volunteer shall accumulate more than 6 days off in lieu for the fiscal year period without the approval of a Director. The accumulated days off in lieu are to be used wherever possible within the same fiscal year and in any event by the consent of the Unit Manager or Senior Management keeping in mind the scheduling needs of the unit or department.**
- 41:04 **There is no restriction on the number of weeks a volunteer may provide service for the weeknight phone duty.**
- 41:05 **If there are insufficient volunteers available to effectively operate the Program, Management has the right to assign sufficient staff. Management shall advise MACA prior to any mandatory assignment rotation schedule.**
- 41:06 **Once Management determines that mandatory assignments are necessary; Management shall provide formal notice of at least two weeks to the intended assignees and provide a copy of that notice to MACA. Management reserves the right to apply lesser or no notice period in unforeseen or emergency circumstances.**
- 41:07 **In determining the order and the scheduling of assignees, Management shall consider the particular circumstances and preferences of the assignee, previous involvement in the bail program, and seniority.**
- 41:08 **If for external or internal reasons Management requires material and significant changes to the number of hours or days of operation within the duty shifts, Management shall give notice to MACA of the required changes. The parties shall meet forthwith with a view of reaching agreement on the appropriate compensation to be paid as a result of the material and significant changes.**
- 41:09 **If agreement cannot be reached within 8 weeks of the notice provided by management to MACA, the matter of the appropriate compensation shall proceed to a sole mediator agreed to by the parties and be heard within 4 weeks. In the event that mediation fails, then within a further 2 weeks, the mediator shall proceed to arbitrate the matter. Any decision shall be retroactive to the date the first assignee was appointed.**

Homicide Phone

- 41:10 It is preferable that the “Homicide Phone” operate as a self-sustaining Program whenever possible. The “Homicide Phone” has been designed to attract volunteers from senior and experienced Crown Attorneys.
- 41:11 The “Homicide Phone” operates on a twenty-four (24) hour a day seven (7) days per week (24/7) basis. A Crown Attorney operating the Homicide Phone shall answer all calls with respect to the program.

The volunteer will be compensated at the following rates, per week, for each two (2) week assignment:

Effective April 21, 2016	\$235.00
Effective April 1, 2017	\$239.70
Effective March 31, 2018	\$242.10
Effective September 29, 2018	\$244.52

For clarity, a two (2) week assignment shall commence on a Monday (or a Tuesday as may be the case after a long weekend) and continue through up to and including the second Sunday following that Monday (or to the second Monday following as may be the case due to a long weekend).

The rates set out above shall become of force and effect effective April 21st, 2016.

- 41:12 In addition to the rates set out in 41:11, Crown Attorneys carrying and responding to the Homicide Phone will receive “two days off in lieu” for each two week rotation of Homicide Phone coverage.
- 41:13 Articles 41:05, 41:06, 41:07, 41:08, and 41:09 shall apply to the “Homicide Phone” *mutatis mutandis*.

Article 42 Health Spending Account

- 42:01 The Parties agree to the continuation of the Health Spending Account as follows:
- (a) The Health Spending Account shall apply to permanent full and part-time employees;
 - (b) Full-time employees shall be eligible for allowable expenses to a maximum of \$700 per year and part-time employees shall be eligible for allowable expenses to a maximum of \$350 per year; and

(c) **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 MACA bargaining unit on the same dates as these revised plans are provided to members covered by the Government Employees' Master Agreement.

Article 43 Security Provision

- 43:01 The parties agree that the security provisions and measures that were in place as of July 1, 2011 shall continue to be in place for the duration of the 2014 to 2019 Collective Agreement.
- 43:02 The parties also agree that if any changes to the security provisions and measures are considered during the life of the agreement that prior to implementing the changes the employer will invite input from the Association.
- 43:03 Any changes to the security provisions that were in place as of July 1, 2011 that are made or implemented without prior invitation to the Association for input are subject to the grievance process as set out in the Agreement.
- 43:04 The parties agree that this article shall expire on March 29, 2019 unless expressly extended by mutual consent of the parties.

This agreement has been executed by the Minister responsible for The Civil Service Act on behalf of the Province of Manitoba and by the President of the Manitoba Association of Crown Attorneys on behalf of the Manitoba Association of Crown Attorneys.

Original signed by Erika Rempel
Witness

Original signed by Cameron Friesen
Minister Responsible for the Civil Service Act

Original signed by Mark Lafreniere
Witness

Original signed by Keith Eyrikson
The Manitoba Association of Crown Attorneys

Appendix “A” – Definitions Legal Counsel Services

Legal Counsel 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.

Legal Counsel 2

This is an advanced or senior working level for a lawyer which requires a minimum of five (5) years satisfactory experience at the Manitoba bar. Progression to this level from the Legal Counsel 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.

Legal Counsel 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 and the promotion must have been recommended by the Deputy Attorney-General and approved by the Attorney-General. Positions at this level may also carry supervisory and/or administrative responsibilities for a specific segment of the departmental program in which case the Deputy Attorney-General may agree to waive the requirement of ten (10) years experience.

Supervising Senior Crown Attorney LF3-S (LFS)

Legal Counsel who are assigned supervisory and/or administrative responsibilities for a specific segment of the departmental program shall be designated as Supervising Senior Crown Attorneys LF3-S (LFS). The duties include heading a unit, mentorship, assigning files, overseeing case management, and other administrative responsibilities. A Crown Attorney must apply to be considered for promotion to LFS. In order to be eligible for consideration for promotion to this level, a lawyer must have demonstrated consistently superior performance, possess an advanced degree of expertise and have a minimum of (10) years experience at the Manitoba bar. In cases where there are no qualified candidates with 10 years of experience the Department may agree to waive the requirement of ten (10) years experience.

Legal Counsel 4

This is the most advanced level of legal counsel for the membership in the Department. Incumbents are promoted to the LF4 category and are designated as General Counsel.

Definition. General Counsel is the Department's leading legal practitioners. They demonstrate exceptional legal ability and competence, practise at the highest levels of ethical conduct, and are the mentors and role models for other Crown Attorneys and for all staff. General Counsel lead by example and can be called upon to offer advice and strategic and practical guidance to other Crown Attorneys. General Counsel contributes meaningfully to a respectful workplace environment and to office collegiality. Outside the Department, General Counsel represents the epitome of the Department's professionalism and its legal culture.

Eligibility. A Crown Attorney must apply to be considered for promotion to General Counsel. Only Crown Attorneys in the Legal Counsel 3 classification can apply, and they are eligible to do so only once they have reached a minimum of ten (10) years experience at the Bar that includes five (5) continuous years of employment as a Crown Attorney in Manitoba.

Number. For the fiscal years 2010-2011, and 2011-2012, there will be a maximum of twelve (12) General Counsel Positions available in The Department. The maximum number is to be increased by two (2) new positions for fiscal year 2012-2013. The maximum number is to be increased by a further three (3) new positions for fiscal year 2013-2014, resulting in a total maximum of seventeen (17) positions.

The method of selection of General Counsel is set out in Memorandum of Agreement #1.

Appendix “B” – Salary Schedules
Manitoba Association of Crown Attorneys

MACA - Year 1
Effective March 22, 2014 - March 20, 2015

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LEGAL COUNSEL 1	71,094	74,650	78,395	82,310	86,414	
LF1	2,725.28	2,861.58	3,005.13	3,155.20	3,312.53	
	37.59	39.47	41.45	43.52	45.69	
LEGAL COUNSEL 2	99,615	104,117	108,826	112,873	118,774	124,164
LF2	3,818.58	3,991.13	4,171.65	4,326.80	4,553.00	4,759.63
	52.67	55.05	57.54	59.68	62.80	65.65
LEGAL COUNSEL 3	118,472	123,181	127,852	132,505	137,271	143,418
LF3	4,541.40	4,721.93	4,901.00	5,079.35	5,262.05	5,497.68
	62.64	65.13	67.60	70.06	72.58	75.83
LEGAL COUNSEL 4	140,165	145,139	150,227			
LF4	5,372.98	5,563.65	5,758.68			
	74.11	76.74	79.43			

MACA - Year 2
Effective March 21, 2015 - March 18, 2016

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LEGAL COUNSEL 1	71,813	75,388	79,170	83,142	87,284	
LF1	2,752.83	2,889.85	3,034.85	3,187.10	3,345.88	
	37.97	39.86	41.86	43.96	46.15	
LEGAL COUNSEL 2	100,618	105,157	109,923	114,008	119,966	125,413
LF2	3,857.00	4,031.00	4,213.70	4,370.30	4,598.68	4,807.48
	53.20	55.60	58.12	60.28	63.43	66.31
LEGAL COUNSEL 3	119,663	124,410	129,138	133,829	138,652	144,855
LF3	4,587.08	4,769.05	4,950.30	5,130.10	5,314.98	5,552.78
	63.27	65.78	68.28	70.76	73.31	76.59
LEGAL COUNSEL 4	141,565	146,595	151,721			
LF4	5,426.63	5,619.48	5,815.95			
	74.85	77.51	80.22			

MACA - Year 3
Effective March 19, 2016 - March 31, 2017

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LEGAL COUNSEL 1	73,250	76,901	80,759	84,806	89,024	
LF1	2,807.93	2,947.85	3,095.75	3,250.90	3,412.58	
	38.73	40.66	42.70	44.84	47.07	
LEGAL COUNSEL 2	102,622	107,256	112,117	116,297	122,368	127,928
LF2	3,933.85	4,111.48	4,297.80	4,458.03	4,690.75	4,903.90
	54.26	56.71	59.28	61.49	64.70	67.64
LEGAL COUNSEL 3	122,065	126,907	131,730	136,515	141,432	147,749
LF3	4,679.15	4,864.75	5,049.63	5,233.05	5,421.55	5,663.70
	64.54	67.10	69.65	72.18	74.78	78.12
LEGAL COUNSEL 4	144,401	149,527	154,747			
LF4	5,535.38	5,731.85	5,931.95			
	76.35	79.06	81.82			
<u>Effective April 21, 2016 - March 31, 2017</u>						
SUP LEGAL COUNSEL	126,907	131,730	136,515	141,432	147,749	151,267
LFS	4,864.75	5,049.63	5,233.05	5,421.55	5,663.70	5,798.55
	67.10	69.65	72.18	74.78	78.12	79.98

MACA - Year 4
Effective April 1, 2017 - March 30, 2018

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LEGAL COUNSEL 1	74,707	78,433	82,367	86,508	90,802	
LF1	2,863.75	3,006.58	3,157.38	3,316.15	3,480.73	
	39.50	41.47	43.55	45.74	48.01	
LEGAL COUNSEL 2	104,684	109,393	114,367	118,623	124,808	130,481
LF2	4,012.88	4,193.40	4,384.08	4,547.20	4,784.28	5,001.78
	55.35	57.84	60.47	62.72	65.99	68.99
LEGAL COUNSEL 3	124,505	129,441	134,358	139,238	144,269	150,699
LF3	4,772.68	4,961.90	5,150.40	5,337.45	5,530.30	5,776.80
	65.83	68.44	71.04	73.62	76.28	79.68
LEGAL COUNSEL 4	147,295	152,515	157,849			
LF4	5,646.30	5,846.40	6,050.85			
	77.88	80.64	83.46			
SUP LEGAL COUNSEL	129,441	134,358	139,238	144,269	150,699	154,293
LFS	4,961.90	5,150.40	5,337.45	5,530.30	5,776.80	5,914.55
	68.44	71.04	73.62	76.28	79.68	81.58

MACA - Year 5**Effective March 31, 2018 - March 29, 2019**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Effective March 31, 2018 - September 28, 2018						
LEGAL COUNSEL 1	75,463	79,208	83,199	87,378	91,710	
LF1	2,892.75	3,036.30	3,189.28	3,349.50	3,515.53	
	39.90	41.88	43.99	46.20	48.49	
Effective September 29, 2018 - March 29, 2019						
LEGAL COUNSEL 1	76,220	80,002	84,031	88,248	92,617	
LF1	2,921.75	3,066.75	3,221.18	3,382.85	3,550.33	
	40.30	42.30	44.43	46.66	48.97	
Effective March 31, 2018 - September 28, 2018						
LEGAL COUNSEL 2	105,724	110,490	115,502	119,814	126,056	131,786
LF2	4,052.75	4,235.45	4,427.58	4,592.88	4,832.13	5,051.80
	55.90	58.42	61.07	63.35	66.65	69.68
Effective September 29, 2018 - March 29, 2019						
LEGAL COUNSEL 2	106,783	111,587	116,656	121,006	127,323	133,110
LF2	4,093.35	4,277.50	4,471.80	4,638.55	4,880.70	5,102.55
	56.46	59.00	61.68	63.98	67.32	70.38
Effective March 31, 2018 - September 28, 2018						
LEGAL COUNSEL 3	125,753	130,727	135,701	140,638	145,706	152,212
LF3	4,820.53	5,011.20	5,201.88	5,391.10	5,585.40	5,834.80
	66.49	69.12	71.75	74.36	77.04	80.48
Effective September 29, 2018 - March 29, 2019						
LEGAL COUNSEL 3	127,001	132,032	137,063	142,037	147,163	153,725
LF3	4,868.38	5,061.23	5,254.08	5,444.75	5,641.23	5,892.80
	67.15	69.81	72.47	75.10	77.81	81.28
Effective March 31, 2018 - September 28, 2018						
LEGAL COUNSEL 4	148,770	154,047	159,418			
LF4	5,702.85	5,905.13	6,111.03			
	78.66	81.45	84.29			
Effective September 29, 2018 - March 29, 2019						
LEGAL COUNSEL 4	150,265	155,579	161,007			
LF4	5,760.13	5,963.85	6,171.93			
	79.45	82.26	85.13			

Effective March 31, 2018 - September 28, 2018

SUP LEGAL COUNSEL	130,727	135,701	140,638	145,706	152,212	155,844
LFS	5,011.20	5,201.88	5,391.10	5,585.40	5,834.80	5,974.00
	69.12	71.75	74.36	77.04	80.48	82.40

Effective September 29, 2018 - March 29, 2019

SUP LEGAL COUNSEL	132,032	137,063	142,037	147,163	153,725	157,395
LFS	5,061.23	5,254.08	5,444.75	5,641.23	5,892.80	6,033.45
	69.81	72.47	75.10	77.81	81.28	83.22

Memorandum of Agreement #1

Subject: Filling of General Counsel Positions

1. Commencing with the first year of the collective agreement, one additional General Counsel will be selected per fiscal year for the life of the agreement. Each such position shall be reserved for the Prosecutions Branch to work toward balancing the numbers of General Counsel between the Criminal and Civil Divisions while retaining the highest standards for appointment to the designation.
2. In order to better recognize the importance of better balancing of the numbers between the two branches while maintaining the high standards required for the designation, further vacancies within the General Counsel series, other than those specified in 38:12 hereof, will be filled with an equal number of Crown counsel from each Division through alternating competitions. Competitions will be targeted for lawyers from their respective Divisions. The competitions for the positions will be equally divided with the result that Counsel from the Civil Division and Criminal Division will each have separate competitions for the positions. Civil Division Attorneys will compete with Civil Division Attorneys and Criminal Branch Lawyers will compete with Criminal Branch Lawyers for General Counsel Designations.
3. The 2 existing General Counsel vacancies will be filled in accordance with existing practices and will not count towards the additional General Counsel selections and will not necessarily be chosen by alternating between Civil Division and Criminal Division Attorneys.

Original signed by Keith Eyrikson

On Behalf of the Manitoba Association
Of Crown Attorneys

Original signed by Brian Ellis

On Behalf of the Government of Manitoba

May 12, 2017

Date

June 26, 2017

Date

Memorandum of Agreement #2

Subject: Retention and Remoteness Allowance

- 1:01 **Remoteness Allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Memorandum.**
- 1:02 **Eligibility claim: a notarized eligibility claim, in a standard format to be determined by the Government in accordance with the provisions of this Memorandum for the payment of Remoteness Allowances shall be submitted to the employing authority when first requesting the Remoteness Allowances, and renewed not less frequently than annually thereafter.**
- 1:03 **Location and Residence: the Remoteness Allowance applicable to the Remote Location at which the employee has established the employee's residence and maintains a family home is normally that which prevails; since the residence would be within normal daily travel distance to the employee's headquarters. Where there is doubt as to whether the employee's residence is established in relation to the employee's headquarters the location for Remoteness Allowance shall be determined by the employing authority. Where there is no community in relation to which the employee has a residence, for which a Remoteness Allowance can be established, the nearest community to the designated employee's workplace shall be considered to be Remote Location for the Remoteness Allowance.**
- 1:04 **Hourly Rated Personnel: Remoteness Allowances are to be determined separately from hourly wages rates. Remoteness Allowances are to be considered on a daily basis, i.e. one-tenth (1/10th) of the bi-weekly rate, up to the maximum amount for the bi-weekly period , for the following conditions:**
- (a) **For each day the employee is at work irrespective of the number of hours worked; or**
 - (b) **For each day that the employee is recognized as being on "stand by".**
- 1:05 **Subject: 08 applies to all part-time employees on staff as of April 21, 2016. For all other part-time employees, Remoteness Allowances will be pro-rated based**

on the number of hours an employee works. Example: if an employee works fifty percent (50%) of the hours of a full time employee, the employee will receive fifty percent (50%) of the Remoteness Allowance.

- 1:06 **Limitations:** The Remoteness Allowances for the various communities represent a maximum bi-weekly allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave during continued employment, and as limited in Section :08 above for hourly-rated employees. They are not payable during periods of absence without pay. They are not included as part of regular earnings.
- 1:07 **Rates:** the bi-weekly Remoteness Allowances relative to each Remote Location are attached. Communities in an eligible area for which no allowance has been established may be added to the list in accordance with the government formula.
- 1:08 **A full time employee eligible for Remoteness Allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31), to receive up to a maximum of two days of Special Northern Leave without loss of regular pay.**

BI-WEEKLY REMOTENESS ALLOWANCE

Eligible "Remote Location"	
The Pas	\$241.38
Thompson	\$241.38

Retention Allowance

Effective April 21, 2016

- 2:01 **Permanent and temporary salaried employees who are employed by the Government 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.**
- 2:02 **In order to qualify for a Retention Allowance, employees must be employed by the Government 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 the Government or residing within the Remote Location for an entire Payment Period, within 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 Government worksite outside of the Remote Location due to a Government 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.**

2:03 **Should an employee qualify for a Retention Allowance, they will receive a Retention Allowance payment of \$3,000.00, less statutory deductions. Thus, should an employee complete both Payment Periods living in a Remote Location, they will receive total Retention Allowance payments of \$6,000.00, less required statutory deductions and subject to allowable pro-rating.**

2:04 **Should an employee qualify for a Retention Allowance, the \$3,000.00 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 Keith Eyrikson
 On Behalf of the Manitoba Association
 Of Crown Attorneys

Original signed by Brian Ellis
 On Behalf of the Government of Manitoba

May 12, 2017
 Date

June 26, 2017
 Date

Memorandum of Agreement #3

Subject: Professional Education and Security Issues

Article 28 “Lawyers and Management Committee” (LMC) of the 2014-2019 Collective Agreement between the parties provides for ongoing discussion between the parties on matters of mutual interest

To insure ongoing dialogue between the parties on “Security” and “Professional Education” the parties agree that these said matters are appropriate subjects for the LMC.

Original signed by Keith Eyrikson

On Behalf of the Manitoba Association
Of Crown Attorneys

Original signed by Brian Ellis

On Behalf of the Government of Manitoba

May 12, 2017

Date

June 26, 2017

Date

Memorandum of Agreement #4

Subject: Renewal of Post 2014-19 Collective Agreements

Section 1 – Application

- 1.1 This Memorandum of Agreement sets out a process for renewal of Collective Agreements between the Province of Manitoba (MB) and the Manitoba Association of Crown Attorneys (MACA).
- 1.2 More specifically, the process for renewal of MB-MACA Collective Agreements applies to:
 - (a) Renewal of the post-2014-2019 MB-MACA Collective Agreement - Expiry March 29, 2019;
 - (b) Subsequent Collective Agreements between the Parties - MB and MACA.
- 1.3 To section 82(2) of The Labour Relations Act of Manitoba, this Memorandum of Agreement will continue in successive Collective Agreements unless otherwise negotiated between the Parties.
- 1.4 The process for renewal is set out hereinafter.

Section 2 – Time Frames and Process for Collective Bargaining and Submission to Arbitration

- 2.1 The Parties agree to collective bargain within the time frames set out in the Collective Agreement, subject to the following understandings:
 - (a) Subject to (b), the Parties will continue good faith bargaining as long as reasonable progress is being made.
 - (b) The Government commits to table a comprehensive proposal for renewal of the 2014-19 Collective Agreement by June 30th of the Year in which the Collective Agreement expires (or other date as mutually agreed by the Parties).
 - (c) There will be an opportunity for continued bargaining in response to the proposal in a good faith effort to resolve outstanding issues in order to reach a renewed Collective Agreement.
 - (d) Where this bargaining does not result in an agreement on all matters, the Parties will nonetheless resolve all issues that they are able to agree on.

- (e) Where after reasonable efforts at bargaining after the Government submits the proposal in accordance with (b) - which MACA agrees will extend to at least July 31st of the year in which the Collective Agreement expires (or other date as mutually agreed by the Parties) - MACA may give notice in writing of its intention to resolve outstanding bargaining issues by binding arbitration, and in that event the Government will, within 60 days of that notice, provide a written Final Offer to MACA. The Government will consult with MACA on the language of the Final Offer, but the content of the Final Offer will be as determined by the Government.
- (f) MACA will present to the members of MACA the Final Offer in the form presented by the Government and the members will be entitled to vote by secret ballot on the Final Offer. If the Final Offer is approved by a majority of members' votes, then a renewed Collective Agreement will be approved on the terms of the Final Offer.
- (g) If the Final Offer is rejected by a majority of members' votes then MACA and the Government will submit to the unresolved issues to binding arbitration in accordance with Section 4.
- (h) The Arbitrator will be selected in accordance with Section 3.
- (i) The hearing will be held within 90 days of the vote on the Final Offer (subject to availability of the Arbitrator).
- (j) Any time frame set out in this Section may be extended by agreement of MACA and the Government, but not without agreement.

Section 3 – Optional Mediation

- 3.1 The Government and MACA may agree in accordance with this Section to the appointment of a Mediator to assist the Parties to try to reach agreement on terms and conditions of a renewed Collective Agreement.
- 3.2 Ordinarily, the Parties will not seek the appointment of a Mediator until after 90 days after the exchange of proposals, in order to allow the Parties to attempt to resolve the issues through collective bargaining.
- 3.3 Where a Mediator is appointed, the Parties agree that the Mediator will be appointed for a 30 day period unless extended by agreement of the Parties or the Parties agree that Mediation is no longer required.
- 3.4 A Mediator's report would not be required unless jointly requested by the Parties.
- 3.5 Mediation is not required as a pre-condition of submitting unresolved matters to Arbitration, but neither Party would submit the matter to Arbitration while the Mediation is continuing.

- 3.6 The fees and expenses of the Mediator would be shared equally by the Government and MACA.

Section 4 – Selection of Arbitrator

- 4.1 Where a matter is submitted to Arbitration, the Parties will attempt on a priority basis to agree on a sole Arbitrator (“Arbitrator”).
- 4.2 Where the Parties do not agree on an Arbitrator, either Party may refer the matter to the Court of Queen’s Bench for the Court to appoint an Arbitrator.

Section 5 – Terms of Reference of Arbitrator

- 5.1 The decision of the Arbitrator shall be final and binding on both Parties and on every person included within the bargaining unit.
- 5.2 Following Arbitration the revised Collective Agreement will include:
- (a) The provisions of the previous collective agreement except as revised or amended in accordance with this Memorandum of Agreement or by the Arbitrator;
 - (b) Any new or revised provisions the parties may agree to through the collective bargaining process; and
 - (c) Any new or revised provisions resulting from the decision of the Arbitrator.
- 5.3 The Parties agree that the Arbitrator has the authority to hear and determine all matters in dispute relating to the following issues:
- (a) Term (length) of Collective Agreement;
 - (b) Salary increases - including general increases, special salary adjustments, step determination, including the number of steps and the amount of each increment;
 - (c) Any necessary changes in the descriptions of the classifications contained in the Collective Agreement;
 - (d) Additional structural changes to the classification model as may be appropriate
 - (e) The retroactivity of any increases;
 - (f) Any other matter relating to salaries of Crown Attorneys;
 - (g) Adjusting the stipend for Senior Crown Attorneys and Team Leaders;
 - (h) The amounts to be paid to participants in the Prosecutions Bail program;
 - (i) Overtime compensation/management leave;
 - (j) The increase in the number of positions to be added to the LF4 classification;

(k) Long Term Disability and “own vocation” designation.

In addition, the Arbitrator may hear and determine any disputes about adjustment to benefits that are generally available to excluded management employees of the Government. For purposes of this section, existing health benefits are: prescription drug plan, vision care, group life insurance, and health spending account.

- 5.4 For clarity, notwithstanding anything contained in 5.3, the Arbitrator shall not have the authority to make binding decisions imposing conditions affecting those provisions in the Collective Agreement generally considered falling within the context of management rights.
- 5.5 The Parties agree that at the outset of the Arbitration Hearing they shall stipulate all new or revised provisions of the Collective Agreement that have been agreed upon during collective bargaining process, including mediation, and those provisions shall be included in and form part of the Award of the Arbitrator.
- 5.6 The Arbitration proceedings shall be governed by Part VII of The Labour Relations Act, with necessary modifications, and except as specifically provided in this Memorandum of Agreement or otherwise agreed by the parties in writing.
- 5.7 The fees and expenses of the Arbitrator shall be shared equally by the Government and by MACA.

Original signed by Keith Eyrikson
On Behalf of the Manitoba Association
Of Crown Attorneys

Original signed by Brian Ellis
On Behalf of the Government of Manitoba

May 12, 2017
Date

June 26, 2017
Date

Memorandum of Agreement #5

Subject: Employment Security

The parties hereto agree as follows:

1. This memorandum is effective from the first day of the bi-weekly pay period following the date of signing of the Collective Agreement to **March 29, 2019** inclusive and shall expire on that date.
2. During the term of this memorandum there will be no lay-offs of regular employees.
3. Notwithstanding the foregoing the department may in its sole discretion restructure and reorganize as needed and this may include abolishing, changing the duties or a position or changing the number of positions in a particular branch or area.
4. Any regular employees who are affected by the above will be redeployed to a vacant position. The redeployment will be based on the criteria set out in Article **24.02** of the Collective Agreement.
5. In the event that issues arise with respect to the spirit and intent of this Memorandum of Agreement, the parties agree to meet to discuss such issues.

Original signed by Keith Eyrikson

On Behalf of the Manitoba Association
Of Crown Attorneys

Original signed by Brian Ellis

On Behalf of the Government of Manitoba

May 12, 2017

Date

June 26, 2017

Date

The following three Department of Justice Policies are not part of the Collective Agreement but reflect matters of agreement arising through the collective bargaining process. They are included in the Collective Agreement document for information purposes only.

Policy

Re: Reasonable Time Off under Clause 13:02 of the Collective Agreement

Senior Management in Prosecution recognizes that many Crown Attorneys work well beyond what is considered a normal work week by the Civil Service Commission. This fact is recognized in the current collective agreement between the Manitoba Association of Crown Attorneys and the Government of Manitoba.

Section 13.02 of the MACA Collective Agreement states:

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 appropriate Director, the Public Trustee, or the Legislative Counsel, on their own initiative or upon the recommendation of the immediate supervising authority, if such immediate supervising authority is in existence, may approve and grant reasonable time off with pay to the affected employee.

In order to strive towards a fair and consistent appreciation of this provision the following policy is being adopted by Manitoba Prosecutions Service.

1. Under this Policy, Crown Attorneys may earn up to five (5) days off per fiscal year lieu of extra time worked beyond normal expectations.
2. Each Crown Attorney will be responsible for providing a written request to the Branch Director requesting the extra days off, including a justification of the request. While it is not expected that Crown Attorneys will log exact hours worked, it is expected that each Crown will provide an approximate summary of the extra time worked (e.g. Five Saturday mornings or ten evenings) as well the reasons required for the extra work (in writing).
3. The Director will then review the written request and once approved, will notify the Crown Attorney and the Supervising Senior Crown Attorney. The Director may discuss the request with the Crown Attorney and may consult with the Supervising Senior Crown of that Crown Attorney.
5. Once approved the Crown Attorney must take the extra days off during the fiscal year (except where the days are earned too late in the fiscal year to practically be used in that fiscal year, in which case the days will be used in the first half of the following fiscal year).

6. These days off must be scheduled as agreed by the Crown Attorney and the Branch Director taking into account the reasonable operational needs of the Branch and the interests of the Crown Attorney.
7. Any disagreement between the Crown Attorney and the Branch Director on the issue of the days earned will be settled by the ADAG Prosecutions.
8. In circumstances where it is appropriate to grant immediate time off (e.g. after a lengthy jury trial) and where this can be accommodated by the schedule, then the written documentation supporting this request can be filed after the days off are taken.

Branches other than Manitoba Prosecutions Service may, in agreement with the Association, develop comparable policies relating to Section 13.02 that meet the specific needs of the branch.

This policy does not affect the ability of a Crown Attorney to claim more than 5 days off in a fiscal year under Clause 13.02, but this Policy does not apply to claims to more than 5 days off in a fiscal year.

Policy

Re: Canadian Bar Association Fees

The Canadian Bar Association (CBA), as represented in this province by its regional body the Manitoba Bar Association (MBA), is a national organization that considers a wide array of legal subject areas, particularly through formal “sections” of the Association. Many of these subject areas are of significant interest to government. The CBA regularly takes positions on behalf of the legal profession in order to influence possible changes in the law. CBA section activity also provides an opportunity for continuing legal education for members at no additional cost.

Manitoba Justice considers participation of department lawyers in the CBA, particularly in section activity, to be in the public interest, and to serve to promote the interests of government. The participation of department lawyers in CBA sections can help the legal profession to better understand the priorities and interests of the Government. Also department lawyers can bring a governmental perspective to discussion of legal issues, including proposed legislation.

In some specific instances, the participation of representatives of the government in certain CBA sections is effectively required so that the representative may express government perspectives or positions on matters under discussion.

The department is mindful of government policy which limits funding for memberships in organizations such as the CBA to “the minimum consistent with the needs of the department and limited to the persons or persons most likely to attend meetings of the organization”. The department is also mindful of fiscal constraints.

In order to support CBA membership and participation, while respecting government policy guidelines, Manitoba Justice has decided to reimburse all departmental lawyers for 50% of CBA membership fees paid by them in respect of the 2006/07 to 2009/10 membership years. For individuals who are required to represent the government in certain subsections, 100% reimbursement will be provided.

The department is not committed to providing similar reimbursement in future years, but may consider doing so subject to policy and fiscal constraints.

Policy

Re: Optional Transfer of Crown Attorneys

This policy relates to optional transfers of Crown Attorneys employed in a regional office of Manitoba Justice. This policy is to assist in the understanding and application of the following provisions of the Collective Agreement between the Government of Manitoba and the Manitoba Association of Crown Attorneys.

6:01 The Selection of incumbents for vacant or new positions within the bargaining unit shall be on the basis of merit, ability, prior work experience and seniority. Where merit, ability, and prior work experience are judged equal by the employer, then seniority shall be a determining factor.

6:02 First consideration for filling vacancies within the bargaining unit shall be by promotion or transfer from within the bargaining unit.

29:03 The existing government policy with respect to relocation expenses shall apply to this Agreement.

36:01 Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue on a permanent basis, the Government shall convert the position and the employee to regular civil servant status.

Policy Interpretation

Management will provide reasonable notice to Crown Attorneys employed in regional offices of any vacant or new positions in Winnipeg Crowns Office or other regional Crowns office before filling the positions.

Subject to the next paragraph, unless the position requires any special skills or qualifications that do not apply generally to prosecutors (e.g. French language requirements), a Crown Attorney employed in a regional office in a permanent position will be entitled to transfer to the vacant or new position in Winnipeg or other regional office in priority over Crown Attorneys in a term position, students and lawyers from outside the bargaining unit.

However, it is also recognized that it is desirable for the Department to encourage Crown Attorneys to make a commitment to a position in a regional office at the time that the Crown Attorney accepts the position in order to provide a high level of service to communities in regional areas of Manitoba. Therefore, the Department may require the employee to commit to

the regional office for a period of up to five years at the time the employee is hired to the position. Despite this commitment, Department management will act reasonably and fairly to attempt to accommodate legitimate reasons for a transfer.

The Department will pay relocation expenses for Crown Attorneys who transfer from a regional office to Winnipeg or another regional office. Item 3.1 of the General Manual of Administration [Relocation Expenses (PP-20-10, PP-20-11 and PA-20-12)] will apply to these costs.

This policy does not relate to the assignment of Crown Attorneys to particular units in the Winnipeg Crowns office.