

**AGREEMENT**

**between**

**PROVINCE OF MANITOBA**

**and**

**THE MANITOBA ASSOCIATION  
OF CROWN ATTORNEYS**

**2003 - 2006**

**2003 - 2006****INDEX**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
1	Interpretation	2
2	Duration of Agreement	3
3	Application of Agreement	3
4	Management Rights	4
5	Pay	4
6	Recruitment	5
7	Performance Evaluation	5
8	Resignations	6
9	Conduct of Employees	6
10	Termination, Suspension & Disciplinary Action	6
11	Grievance Procedure	7
12	Grievance/Arbitration Procedure	9
13	Hours of Work	10
14	Vacations	10
15	Maternity Leave, Paternity Leave, Adoptive and Parental Leave	13
16	Workers' Compensation	16
17	Educational Leave	17
18	Holidays	17
19	Sick Leave	18
20	Compassionate Leave	20
21	Family Related Leave	20
22	Leave of Absence	20
23	Association Business	21
24	Lay Off	21
25	Severance Pay	22
26	Probation	23
27	Acting Pay	23
28	Lawyers and Managers Committee	23
29	General Provisions	24
30	Civil Liability	25
31	Dental Services Plan and Vision Care Plan	26
32	Long Term Disability Plan	26
33	Term Employees	26
	Memorandum of Agreement - Deferred Salary Leave Plan	28
	Memorandum of Agreement - Legal Counsel 4 Classification	29
	Memorandum of Agreement - Senior Crown Attorney Designation	30
	Memorandum of Agreement - Employment Equity	31
	Memorandum of Agreement - Court Attire	32
	Memorandum of Agreement - Civil Service Superannuation Plan	33
	Memorandum of Agreement - Drug Plan	34
	Memorandum of Agreement - Ambulance Hospital Semi-Private Plan	35
	Memorandum of Agreement - Group Insurance Plan Surplus Withdrawal	36
	Memorandum of Agreement - Long Term Disability	37
	Memorandum of Agreement - Bail Duty	38
	Memorandum of Agreement - Management Leave/Overtime	40
	Appendix "A" - Legal Counsel - Series Definitions	41
	Appendix "B" - Legal Counsel Salary Schedule	43

2003 - 2006

**ALPHABETICAL INDEX**

	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Acting Pay	27	23
Ambulance Hospital Semi-Private Plan (Memorandum of Agreement)		35
Application of Agreement	3	3
Association Business	23	21
Bail Duty (Memorandum of Agreement)		38
Civil Liability	30	25
Civil Service Superannuation Plan (Memorandum of Agreement)		33
Compassionate Leave	20	20
Conduct of Employees	9	6
Court Attire (Memorandum of Agreement)		32
Deferred Salary Leave Plan (Memorandum of Agreement)		28
Dental Services Plan and Vision Care Plan	31	26
Drug Plan (Memorandum of Agreement)		34
Duration of Agreement	2	3
Employment Equity (Memorandum of Agreement)		31
Educational Leave	17	17
Family Related Leave	21	20
General Provisions	29	24
Grievance/Arbitration Procedure	12	9
Grievance Procedure	11	7
Group Insurance Plan Surplus Withdrawal (Memorandum of Agreement)		36
Holidays	18	17
Hours of Work	13	10
Interpretation	1	2
Lay Off	24	21
Lawyers and Managers Committee	28	23
Leave of Absence	22	20
Legal Counsel - Series Definitions (Appendix "A")		41
Legal Counsel 4 Classification (Memorandum of Agreement)		29
Long Term Disability (Memorandum of Agreement)		37
Long Term Disability Plan	32	26
Management Leave/Overtime(Memorandum of Agreement)		40
Management Rights	4	4
Maternity Leave, Paternity Leave, Adoptive	15	13
Parent Leave and Parental Leave		
Pay	5	4
Performance Evaluation	7	5
Probation	26	23
Recruitment	6	5
Resignations	8	6
Salary Schedule (Appendix "B")		43
Senior Crown Attorney Designation (Memorandum of Agreement)		30
Severance Pay	25	22
Sick Leave	19	18
Term Employees	33	26
Termination, Suspension and Disciplinary Action	10	6
Vacations	14	10
Workers' Compensation	16	16

**THIS AGREEMENT** made and entered into the 19th day of September A.D. 2003.

**BETWEEN**

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

OF THE FIRST PART

- and -

**THE MANITOBA ASSOCIATION OF CROWN ATTORNEYS** (hereinafter 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:

## INTERPRETATION

- 1:01 In this Agreement, unless the context otherwise requires, the expression:
- (a) **"accumulated service"** means the equivalent length of service acquired by the employee in accordance with the following:
    - i) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Government of Manitoba where regular pay is maintained.
    - ii) Accumulated service does not include any leaves of absence without pay including but not limited to suspensions without pay, workers compensation, and other leave situations.
    - iii) Accumulated service must be continuous service.
    - iv) One year of accumulated service equals 1,885 hours.
    - v) An employee can only receive a maximum of one year of accumulated service in any twelve-month period.
    - 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 the 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.

### **DURATION OF AGREEMENT**

- 2:01 This Agreement shall become effective from and including the twenty-second (22nd) day of March 2003 and shall continue in effect up to and including seventeenth (17th) day of March 2006, 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 2006, and in the case of termination given as aforesaid, this Agreement shall terminate on the seventeenth (17th) day of March, 2006. If notice for revision or termination of this Agreement is not made by the first (1st) day of January, 2006 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, 2006 and the party who receives such proposals may counter-propose its proposals to the other party by the thirty-first (31st) day of January, 2006. 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.

### **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 Civil Legal Services Branch
  - Crown Attorneys employed in the Public Prosecutions Branch
  - Crown Attorneys employed in the Legislative Counsel Office
  - Crown Attorneys employed in the Family Law Branch
  - Crown Attorneys employed in the Constitutional Law Branch
  - 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
  - Associate Deputy Minister
  - Assistant Deputy Ministers
  - Deputy Directors of Prosecutions
  - Director of Prosecutions
  - Director of Constitutional Law
  - Director of Family Law
  - Director of Civil Legal Services
  - Legislative Counsel
  - All other legal officers 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 practised 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.

#### **MANAGEMENT RIGHTS**

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

#### **PAY**

- 5:01 The Salary Schedule for 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" for information purposes.
- 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 to 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 \$100.00 bi-weekly in addition to the salary as set out in the Salary Schedule.
- 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.

### **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.

### **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 of 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" hereto.



- 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 the increase shall be the first day of the bi-weekly pay period which includes the first of the month following the date on which the employee returns to work.

### **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.

### **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.

### **TERMINATION, SUSPENSION AND 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 the employee 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; or
  - (c) where the person or body it 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 a 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.

### **GRIEVANCE PROCEDURE**

- 11:01 An employee may:
- (a) complain or grieve about any alleged unjust treatment, or discrimination, or alleged unfair working conditions through Steps 1 and 2 inclusive of the grievance procedure; and
  - (b) grieve through Steps 1 to 3 inclusive on:
    - (i) the application, or interpretation, or alleged violation of the articles of this collective agreement; or
    - (ii) any matter involving salary administration; or
    - (iii) any action resulting in dismissal, suspension, demotion or a financial penalty.

**Step 1:** Within fifteen (15) working days from the time of the alleged grievance the employee, Association representative, or both shall present the grievance in writing to the Branch Director and shall arrange to meet and discuss the matter with a view to resolving the issue. The Branch Director shall issue a decision in writing and shall forward such decision to the employee within five (5) working days of the date of their meeting.

**Step 2:** If no settlement is reached at Step 1, the employee, Association representative or both shall, within five (5) working days, submit the grievance in writing to the Deputy Attorney-General who shall issue his/her decision in writing to the employee within fifteen (15) working days following the receipt of the grievance.

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

- 11:02 The Arbitration Procedure shall be as set forth in Sections :01 to :09 of Article 12 of this Agreement.
- 11:03 Any employee, after advising the Association, may abandon a grievance by giving written notice to the Branch Director or the employing authority.
- 11:04 The Association shall have the right to initiate a group grievance at Step 2 of the grievance procedure in respect to any matter as set forth in Section :01 (b) hereof.
- 11:05 Any grievance by an employee and/or the Association which is not presented to the next subsequent higher step within the prescribed time limits shall be deemed to have been settled at the last step at which it was presented.
- 11:06 Subject to Section :07 hereof, in respect of any matters set out in Section :01 hereof, failure by the employer to respond to a grievance within the prescribed time limits shall result in automatic progression to the next step in the procedure.
- 11:07 The time limits as stated herein may be extended by mutual agreement of the employee or Association representative and the employing authority. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 11:08 All settlements arrived at shall be final and binding upon the employing authority and the Association and the employee or groups of employees concerned.
- 11:09 Matters to be dealt with under the foregoing provisions shall normally be discussed during working hours, but lengthy discussions for settlement of grievances shall be conducted outside working hours.
- 11:10 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion.

### **GRIEVANCE/ARBITRATION PROCEDURE**

- 12:01 Where a difference arises between the parties hereto relating to the interpretation or application of this Agreement, including any question as to whether the matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may within five (5) working days after exhausting the grievance procedure established by Article 11 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the said notice shall contain the first party's appointee to the Arbitration Board.
- 12:02 (a) The party who receives a notice shall, within five (5) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
- (b) If either party fails to appoint its member to the Board as provided above, or if the arbitrator so appointed shall fail to serve or be unable to serve, and another arbitrator is not appointed in his place within the time limits hereinbefore specified, then the other party to the Arbitration proceedings may request the Chief Justice of the Province of Manitoba to select such arbitrator.
- 12:03 The two (2) appointees shall, within ten (10) working days of the appointment of the last of them, select a third member who shall be the Chairperson. Should the two (2) appointed arbitrators fail to agree upon a Chairperson within the time limits herein provided, then the two (2) arbitrators shall forthwith apply to the Chief Justice of the Province of Manitoba to select a Chairperson.
- 12:04 The Arbitration Board shall then hear and determine the difference of allegations and shall issue a decision, which decision shall be final and binding upon the parties and upon any employee or employees affected by it, and every party bound by the Agreement and every person on whose behalf the Agreement was entered into shall comply with the provisions of final settlement contained in the Agreement and shall fulfill all his/her other obligations under the Agreement.
- 12:05 Where an arbitration board determines that an employee has been discharged or otherwise disciplined by an Employer for cause, the arbitration board may substitute such other penalty or remedy in lieu of discharge or the discipline as the arbitration board deems just and reasonable in the circumstances.
- 12:06 The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall be the decision of the Board.
- 12:07 The Board of Arbitration shall not have any power to add to, subtract from or modify or alter in any way the provisions of this Agreement.
- 12:08 Each of the parties hereto will bear the expenses of the arbitrator appointed by it or for it, and the parties will jointly bear the expense of the Chairperson of the Arbitration Board. Proceedings of the Arbitration Board will be expedited by the parties thereto.

- 12:09 Notwithstanding the foregoing, the parties agree to use a single arbitrator except where the parties have agreed in writing to use a three (3) person board. The single arbitrator shall constitute the Arbitration Board, and the parties shall mutually agree upon who he shall be in writing. The parties shall share equally the fees and expenses of the single arbitrator.

### **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 1/4) hours per five (5) day work week shall be used as the basis of establishing daily, weekly, monthly and yearly hours of work.

### **VACATIONS**

- 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 (2<sup>nd</sup>) 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 (9<sup>th</sup>) 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 (19<sup>th</sup>) calendar year of service shall have their vacation leave 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 articulated and the time he was employed by the Province;
- (g) Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year (i.e. 15, 20, 25 or 30 vacation credits per vacation year).

14:03 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 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 following 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 the circumstances giving rise to the restriction may, subject to the approval of the Commission, authorize payment of salary in lieu of vacation, and in addition to all other amounts due such employee, the salary to be calculated in the case of an employee other than an employee paid on an hourly or daily basis in any bi-weekly period, at the daily rate for each day of vacation, such pay not to be subject to deduction of pension fund contributions or life insurance contributions.
  - (b) An employee whose vacation leave has been restricted may, in lieu of receiving additional pay under subsection :06(a), subject to subsections (c) and (e) 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 recommendation 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.

## 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 practitioner 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 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.

15:04 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 Employment Benefit Plan (SUB) continues to be approved for implementation by Human Resources Development Canada (H.R.D.C.).
- 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 H.R.D.C. 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) 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) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
  - b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the 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 two (2) days' leave with pay, to attend to 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 LEAVE**

- 15:16 (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 newborn 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.
- (c) 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 otherwise authorized by the employing authority.

#### **ADOPTIVE PARENT LEAVE**

- 15:17 (a) Notwithstanding Section :16, an adoptive parent may qualify for the provisions of Maternity Leave Plan B where such employee is in a maternity-like situation which involves both:
  - i) the adoption of a newborn 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 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) an 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 Human Resources Development Canada (H.R.D.C.) and is limited to adoptive parent leaves commencing on or after that date.

### **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.

### **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 meetings as described in Article 28.

### **HOLIDAYS**

- 18:01 The following holidays shall be observed in this Agreement:
- |                    |                      |
|--------------------|----------------------|
| (a) New Year's Day | (g) Labour Day       |
| (b) Good Friday    | (h) Thanksgiving Day |
| (c) Easter Monday  | (i) Remembrance Day  |
| (d) Victoria Day   | (j) Christmas Day    |
| (e) Canada Day     | (k) Boxing Day       |
| (f) 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 Monday through Friday inclusive, such employee shall be entitled to one-half (½) day of Compensatory Leave with pay to a maximum of four (4) hours.

- 18:03 An employee is entitled to pay for a holiday on which the employee does not work provided:
- (a) the employee has earned wages for part or all of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday;
  - (b) 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
  - (c) 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 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 1/2x) 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.

### **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 Subject to Sections 19:05 and 19:06, sick leave shall not accumulate beyond two hundred and eight (208) working days (1508 hours).

- 19:05 The Commission, at the request of the employing authority, may grant, in addition to the sick leave accumulated under this Agreement:
- (a) to an employee who has been employed for not less than ten (10) calendar years but less than fifteen (15) calendar years, and who has been granted not more than two hundred and eight (208) working days (1508 hours) of sick leave with pay during the employee's years of service, an additional period of sick leave with pay, which additional sick leave will increase his/her total sick leave for all their years of service to not more than two hundred and twelve (212) working days (1537 hours); and
  - (b) to an employee who has been employed for not less than fifteen (15) calendar years but less than twenty (20) calendar years, and who has been granted not more than two hundred and twelve (212) working days (1537 hours) of sick leave during the employee's years of service, an additional period of sick leave with pay which additional sick leave will increase his/her total sick leave for all their years of service to not more than two hundred and forty (240) working days (1740 hours); and
  - (c) to an employee who has been employed for not less than twenty (20) calendar years and who has been granted not more than two hundred and forty (240) working days (1740 hours) of sick leave during the employee's years of service, an additional period of sick leave with pay which additional sick leave will increase his/her total sick leave for all their years of service to not more than two hundred and eighty (280) working days (2030 hours).
- 19:06 With the approval of the Lieutenant-Governor-in-Council, additional sick leave with pay may be granted over and above an employee's accumulated sick leave and additional sick leave granted under Section :05 hereof.
- 19:07 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.
- 19:08 An employee shall accumulate sick leave credits from the date of commencement of employment.
- 19:09 Sick leave shall not be taken in advance of when it is earned.
- 19:10 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.

### **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.
- 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, 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.

### **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.

### **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.

### **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.

### **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.

### **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. (eg. 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).

### **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.

### **ACTING PAY**

- 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.

### **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.

### **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 payment of Mileage Allowance for 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 (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.

### **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 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 such Attorney 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.

### **DENTAL SERVICES PLAN**

- 31:01 The parties agree to the continuation of the Dental Services Plan, subject to the following:
- (a) the 2003 MDA Fee Guide is effective January 1, 2003;
  - (b) dental coverage will continue for the first seventeen (17) weeks of Maternity Leave;
  - (c) the annual maximum per claimant will be as follows:
    - i) effective January 1, 2003 - one thousand and four hundred dollars (\$1,400);
  - (d) the orthodontic lifetime maximum will be as follows:
    - i) effective January 1, 2003 - one thousand and six hundred dollars (\$1,600);
  - (e) 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.

### **VISION CARE PLAN**

- 31:02 The parties agree to the continuation of the Vision Care Plan subject to the following:
- (a) the 2003 Fee Guide is effective January 1, 2003;
  - (b) 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;
  - (c) vision coverage will continue for the first seventeen (17) weeks of Maternity Leave;
  - (d) the maximum per claimant is two hundred dollars (\$200).

### **LONG TERM DISABILITY PLAN**

- 32:01 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.

### **TERM EMPLOYEES**

- 33:01 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.

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.

\_\_\_\_\_  
Witness

*Original signed by The Honourable Greg Selinger*

\_\_\_\_\_  
Minister Responsible for the Civil Service Act

\_\_\_\_\_  
Witness

*Original signed by Anthony Kavanagh*

\_\_\_\_\_  
The Manitoba Association of Crown Attorneys

**MEMORANDUM OF AGREEMENT**

**SUBJECT: DEFERRED SALARY LEAVE PLAN**

The parties hereto agree that the terms and conditions of the Government of Manitoba Deferred Salary Leave Plan shall apply to members of the Manitoba Association of Crown Attorneys bargaining unit provided that a positive tax ruling with respect to the inclusion of the members of the bargaining unit in such plan is given by Revenue Canada. The Plan shall become effective on the beginning of the bi-weekly pay period following such positive tax ruling from Revenue Canada.

The parties hereto further agree that in the event a positive tax ruling regarding the plan is received from Revenue Canada the following additional terms and conditions shall apply:

- (1) A maximum of five percent (5%) of the bargaining unit shall be allowed to enter into in the plan in each year.
- (2) A maximum of five percent (5%) of the bargaining unit shall be allowed to go on leave in any one year.
- (3) 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.
- (4) A return to work agreement shall form part of the plan.
- (5) 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.

*Original signed by Anthony Kavanagh*

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: LEGAL COUNSEL 4 CLASSIFICATION**

Those Attorneys who meet the criteria established for the Legal Counsel 4 classification as described in Appendix "A" in the collective agreement may apply to a committee for consideration for promotion to this level. The committee, which shall meet on an annual basis if vacant positions exist requiring a meeting, shall consist of the Assistant Deputy Attorney General (Prosecutions), the Assistant Deputy Attorney General (Civil Justice), the Assistant Deputy Minister (Legislative Counsel) together with up to two (2) independent advisors who shall be mutually agreed upon by the Committee and the Association. The independent advisors shall have some familiarity with the legal work of the individual applicant.

The committee shall recommend candidates who are eligible for promotion to the Legal Counsel 4 classification to the Deputy Attorney General and the Attorney General.

The selection or non-selection of a candidate, to the Legal Counsel 4 classification is neither grievable nor arbitrable unless the criteria described in Appendix "A" of the collective agreement or the process described in this Memorandum is not applied to the selection or consideration of a candidate.

*Original signed by Anthony Kavanagh*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date



**MEMORANDUM OF AGREEMENT**

**SUBJECT: SENIOR CROWN ATTORNEY DESIGNATION**

The Department, subject to the approval of Treasury Board, will determine the maximum number of employees eligible for the additional payment as per Article 5:06.

*Original signed by Anthony Kavanagh*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: EMPLOYMENT EQUITY**

The Government of Manitoba 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.

To that end, the Government of Manitoba and the Manitoba Association of Crown Attorneys hereby agree to continue the "Employment Equity Task Force" consisting of an equal number of representatives appointed by the Province and by the Association, to address the employment equity criteria to be used in respect of positions within the bargaining unit.

The results of the task force may supplement the principles contained in Article 6:01 of the Collective Agreement.

Discussions regarding this memorandum shall commence within 90 days of the date of signing.

*Original signed by Anthony Kavanagh*

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: COURT ATTIRE**

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

Where Court Attire is supplied, the employer agrees to replace such as required.

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

*Original signed by Anthony Kavanagh*

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: CIVIL SERVICE SUPERANNUATION PLAN**

The parties recognize the unique nature of the Civil Service Superannuation Fund, The Civil Service Superannuation Act and the nature of the funding arrangement under the Superannuation Plan. In addition, the parties recognize that the Superannuation Plan is a multi-employer and multi-union Superannuation plan and that it also covers many non-unionized employees. The Superannuation Plan provides for input and consultation through the Liaison Committee (worker representatives) and the Advisory Committee (employer representatives).

The parties also recognize that the Government and the Manitoba Government Employees' Union have entered into a Memorandum of Agreement to develop a plan which would create a jointly trustee superannuation plan and to implement joint trusteeship arrangements at the earliest possible date and which would recognize the requirement for:

- a) the involvement of other unions and employers in the Superannuation Plan;
- b) legislative approval;
- c) Government to retain the right to approve any changes to the Superannuation Plan involving additional Government expenditures.

Therefore, the parties agree that the Manitoba Association of Crown Attorneys will participate as a party in the development of a jointly trustee superannuation plan.

*Original signed by Anthony Kavanagh*

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: DRUG PLAN**

The Government agrees to continue 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.

*Original signed by Anthony Kavanagh*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: AMBULANCE, HOSPITAL SEMI-PRIVATE PLAN**

The Government agrees to the continuation of the Ambulance and Hospital Semi-Private Plan (AHSP). The Government agrees to pay the premiums effective January 13, 2001.

*Original signed by Anthony Kavanagh*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: GROUP INSURANCE PLAN SURPLUS WITHDRAWAL**

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

*Original signed by Anthony Kavanagh*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: LONG TERM DISABILITY**

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

*Original signed by Anthony Kavanagh*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date



## MEMORANDUM OF AGREEMENT

**SUBJECT: AFTER HOURS BAIL & BAIL PHONE DUTY (“BAIL PROGRAM”)**

### **Volunteer Aspect of Program**

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.

### **Duties and Compensation**

There are three “duty shifts”:

(i) **“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 defence 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 rate of \$200.00 for each 5 day (Monday to Friday) assignment.

(ii) **“Weekend”:**

On Saturday and Sunday the volunteer shall attend to 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 of \$400.00 for the weekend ( Saturday and Sunday) duty and, in addition be provided "one day off in lieu" for the weekend duty.

(iii) **“Holidays”:**

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 (ii) above on the day being observed as the holiday. The volunteer shall be compensated at the rate of \$200.00 for the holiday duty and, in addition be provided "one day off in lieu" for the holiday duty.

**Volunteer Requirements and Restrictions**

For continuity and operational reasons, a Crown Attorney who volunteers for the weekend is expected to cover the entire weekend shift.

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.

There is no restriction on the number of weeks a volunteer may provide service for the weeknight phone duty.

**Assignment of Staff**

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.

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.

**Assignment Parameters**

In determining the order and scheduling of assignees, Management shall consider the particular circumstances and preferences of the assignee, previous involvement in the bail program, and seniority.

**Material and Significant Changes to the Duty Shifts**

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 to reaching agreement on the appropriate compensation to be paid as a result of the material and significant changes.

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.

**Effective Date**

This Memorandum shall come into force effective the first day of the bi-weekly pay period following the date of signing of this Memorandum.

*Original signed by Anthony Kavanagh*

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed July 15, 2003*

\_\_\_\_\_  
Date

**SUBJECT: MANAGEMENT LEAVE / OVERTIME**

The following provision shall form the basis of a Memorandum of Agreement on Prosecutions Policy on Excessive Hours Worked.

The memorandum of August 15, 2002 from the Assistant Deputy Attorney General, Prosecutions Division, regarding the prosecution policy on excessive hours worked shall be applicable and be extended to August 31, 2004. The parties agree to meet and assess the pilot project and consult on possible adjustments to the pilot project if deemed necessary.

The language contained in the pilot project, specifically the attachment to the memorandum of August 15, 2002 from the Assistant Deputy Attorney General, Prosecutions Division, will not form part of the Memorandum of Agreement but is attached for information.

*Original signed by Anthony Kavanagh*

\_\_\_\_\_  
On Behalf of the Manitoba Association  
Of Crown Attorneys

*Original Signed by Gerry Irving*

\_\_\_\_\_  
On Behalf of the Government of Manitoba

*Original signed September 18, 2003*

\_\_\_\_\_  
Date

**APPENDIX "A"**

**DEFINITIONS - LEGAL COUNSEL SERIES**

**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 lawyers 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.

Employees in this classification who are assigned supervisory and/or administrative responsibilities for a specific segment of the departmental program may be designated as Senior Crown Attorneys, Senior Crown Counsel, Team Leaders, Office Manager (Public Trustee) or be given any other appropriate designation. These employees shall be paid an additional amount in accordance with Article 5:06 of the Agreement.

#### **Legal Counsel 4**

This most advanced level is for expert legal counsel who have exceptional competence in the law and/or exceptional courtroom skills. Incumbents will be designated as General Counsel and besides handling assigned matters directly may be called upon to offer advice and assistance to other counsel in the Department. In order to be eligible for consideration for promotion to this level, an attorney must have a minimum of ten (10) years experience at the Bar, including five (5) continuous years of employment as a Crown Attorney in Manitoba, and must be currently classified as an attorney in the Legal Counsel 3 classification. A maximum of nine (9) General Counsel positions will be established by the Department in the fiscal year 2003/2004; a maximum of ten (10) positions will be established by the Department in the fiscal year 2004/2005; and a maximum of eleven (11) positions will be established by the Department in the fiscal year 2005/06. The method of selection of attorneys for appointment into this classification shall be contained in a separate memorandum between the parties to this Agreement.

APPENDIX "B"

GOVERNMENT OF MANITOBA  
MANITOBA ASSOCIATION OF CROWN ATTORNEYS  
SALARY SCHEDULES

Effective 2003 03 22 through to 2004 03 19

LEGAL COUNSEL 1	36,918	42,271	48,796	53,505	58,706	61,524
LF1	1,415.20	1,620.38	1,870.50	2,051.03	2,250.40	2,358.43
	19.52	22.35	25.80	28.29	31.04	32.53
LEGAL COUNSEL 2	67,614	70,848	74,272	77,790	80,967	84,314
LF2	2,591.88	2,715.85	2,847.08	2,981.93	3,103.73	3,232.05
	35.75	37.46	39.27	41.13	42.81	44.58
LEGAL COUNSEL 3	81,780	84,768	87,851	91,180	94,490	97,894
LF3	3,134.90	3,249.45	3,367.63	3,495.23	3,622.10	3,752.60
	43.24	44.82	46.45	48.21	49.96	51.76
LEGAL COUNSEL 4	86,471	89,629	93,015	96,457	99,937	103,530
LF4	3,314.70	3,435.78	3,565.55	3,697.50	3,830.90	3,968.65
	45.72	47.39	49.18	51.00	52.84	54.74

APPENDIX "B"

GOVERNMENT OF MANITOBA  
MANITOBA ASSOCIATION OF CROWN ATTORNEYS  
SALARY SCHEDULES

Effective 2004 03 20 through to 2005 03 18

LEGAL COUNSEL 1	47,768	49,679	51,666	53,733	55,882	58,117	60,442	63,464
LF1	1,831.10	1,904.36	1,980.53	2,059.76	2,142.14	2,227.81	2,316.94	2,432.78
	25.26	26.27	27.32	28.41	29.55	30.73	31.96	33.56
LEGAL COUNSEL 2	73,166	76,458	79,899	83,494	87,251	91,177		
LF2	2,804.69	2,930.89	3,062.79	3,200.60	3,344.62	3,495.11		
	38.69	40.43	42.25	44.15	46.13	48.21		
LEGAL COUNSEL 3	84,233	87,311	90,487	93,915	97,325	100,831	104,854	
LF3	3,228.93	3,346.92	3,468.66	3,600.07	3,730.79	3,865.18	4,019.40	
	44.54	46.16	47.84	49.66	51.46	53.31	55.44	
LEGAL COUNSEL 4	89,065	92,318	95,805	99,351	102,935	106,636	109,828	
LF4	3,314.72	3,538.85	3,672.52	3,808.45	3,945.84	4,087.71	4,210.08	
	47.09	48.81	50.66	52.53	54.43	56.38	58.07	

APPENDIX "B"

GOVERNMENT OF MANITOBA  
MANITOBA ASSOCIATION OF CROWN ATTORNEYS  
SALARY SCHEDULES

Effective 2005 03 19 through to 2006 03 17

LEGAL COUNSEL 1

	49,212	51,179	53,221	55,340	57,571	59,860	62,262	65,383
LF1	1,886.45	1,961.85	2,040.15	2,121.35	2,206.90	2,294.63	2,386.70	2,506.33
	26.02	27.06	28.14	29.26	30.44	31.65	32.92	34.57

LEGAL COUNSEL 2

	75,369	78,754	82,310	85,998	89,856	93,922		
LF2	2,889.13	3,018.90	3,155.20	3,296.58	3,444.48	3,600.35		
	39.85	41.64	43.52	45.47	47.51	49.66		

LEGAL COUNSEL 3

	86,773	89,913	93,204	96,741	100,239	103,852	108,523	
LF3	3,326.30	3,446.65	3,572.80	3,708.38	3,842.50	3,980.98	4,160.05	
	45.88	47.54	49.28	51.15	53.00	54.91	57.38	

LEGAL COUNSEL 4

	91,728	95,076	98,688	102,339	106,027	109,828	113,668	
LF4	3,516.25	3,644.58	3,783.05	3,922.98	4,064.35	4,210.08	4,357.25	
	48.50	50.27	52.18	54.11	56.06	58.07	60.10	